



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

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

SAN JUAN CITY COMMISSION

Location: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589
Tuesday, October 11, 2022

REGULAR MEETING AGENDA 6:00 PM

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

V. PRESENTATIONS

- A.** Presentation of the Texas Amateur Athletic Federation Platinum City Award.
- B.** Presentation Recognizing Warriors Taekwondo on their Achievements at a Recent International Taekwondo Competition.
- C.** Presentation on Departmental Reports: Department of Planning and Zoning, Department of Parks and Recreation, Department of Sanitation and San Juan Memorial Library.
 - 1.** Department of Planning and Zoning Monthly Report.

2. Department of Parks and Recreation Monthly Report.

3. Department of Sanitation Monthly Report.

4. San Juan Memorial Library Monthly Report.

VI. PUBLIC HEARING

- A. Hold a Public Hearing to Solicit Input from Interested Parties on the City of San Juan Needs under the Urban County Program Fiscal Year 36 (2023).
- B. Hold a Public Hearing for a Conditional Use Permit to Allow Dutch Bros Drive-Thru Coffee Shop at 806 W. IH 2, legally described as Lot 5, Texas National Subdivision, located on the Northeastern corner of Frontage Road and Veterans Boulevard, as Requested by Dutch Bros.
- C. Hold a Public Hearing for a Conditional Use Permit for the Sale of Alcoholic Beverages (BG - Wine and Beer Retailer's Permit) at the proposed "La Loteria" Food Truck located at 101 Alta Street, as Requested by De la Cruz Food Group, LLC.
- D. Hold a Public Hearing for a Conditional Use Permit to Allow a "Tovar's Food Court" at 2904 N. Raul Longoria Road, legally described as Lot 15, Northgate Manor Subdivision Phase 1, as Requested by Cesar Tovar.
- E. Consideration and Action Amending 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 Rate Schedule Sec. 13.02.051 (b) to Provide for a Monthly Brush Collection Service Fee.

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

- A. Hold the First Reading of the Ordinance 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.
- B. Variance Request to the Construction Standard Materials to Allow a Fiberglass Sewer Manholes with Concrete Foundation at Plantation Heights Subdivision, as Requested by Quintanilla, Headley and Associates, Inc.
- C. Discussion and Possible Action to Award RFB NO. 22-015-09-23 City of San Juan Sanitary Sewer Improvements Project.

- D.** Discuss and Consider Selection of the Depository Service for the City of San Juan "Depository of Public Funds" Beginning October 1, 2022 through September 30, 2024.
- E.** Discussion and Possible Action to Approve a Letter of Commitment to the Rio Grande Valley Metropolitan Planning Organization for Local Match in Support of the Reconnecting Communities Pilot Program and Authorize the Mayor to Execute any Related Documents.

VIII. CONTRACTUALS

- A.** Consider Resolution to Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC) and the City of San Juan and AAA Family, Ltd. of La Paloma Subdivision.

IX. CONSENT AGENDA

- A.** Consider Second and Final Reading of the Ordinance for 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.** Consider Second and Final Reading of 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.
- C.** Consider Approval of City Commission Meeting Minutes:
- March 8, 2022

X. EXECUTIVE SESSION

- A.** The San Juan City Commission will Convene in Executive Session, in Accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code Chapter 551 et seq. and §551.071 Consultation with Attorney.
 - 1.** Pursuant to Section §551.071 CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding the Entertainment Agreement for 2022 Noche De Paz.
 - 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.

XI. 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 §551.071 CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding the Entertainment Agreement for 2022 Noche De Paz.
 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. DISCUSSION AND POSSIBLE ACTION ON THE FOLLOWING MATTER:

- A. Discussion and Possible Action Regarding Qualifications to Award RFQ NO. 22-013-09-08 Agent of Record for Employee Health Insurance and Voluntary Products and Authorize the City Manager to Execute all Related Documents as Needed.

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



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: Patrick Willingham, Director of Parks and Recreation

DATE: 10/04/2022

SUBJECT: Presentation of the Texas Amateur Athletic Federation Platinum City Award.

Each year, the Texas Amateur Athletic Federation recognizes cities for their outstanding effort in training, continuing education and participation. This year, The City of San Juan Parks and Recreation Department was awarded the Platinum Award for its outstanding efforts and achievement.



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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Daniel Tijerina, Planning Director

DATE: 09/27/2022

SUBJECT: Department of Planning and Zoning Monthly Report.

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

- 85 building permits were issued during the month of September with a \$5,754,399.00 in total valuation.
- 133 garage sale permits were issued \$1,195.00 in total valuation.
- Provide customer service and support to 1,040 people and handled approximately 1,737 calls.
- The building inspectors made approximately 555 inspections.
- 24 building permits were issued for new houses \$5,754,399.00 in total valuation.
- 1 building permit was issued for a new commercial \$800,000.00 in total valuation.

HEALTH DEPARTMENT

City Inspectors continue visiting all the businesses to check if occupational licenses and health permits were up to date. A total of seven (7) yearly letters were sent out to existing businesses to renew their licenses. A total of thirty-seven (37) business permits were renewed for \$1,850.00 in total valuation and seventeen (17) health inspections were issued during the month of September with \$1,750.00 in total valuation.

NEW BUSINESSES OPENING IN THE CITY DURING THIS MONTH

- BlueWave at 814 W. IH 2
- Carreon's Muffler Shop at 126 W. Bus Hwy 83
- GF Client Services, LLC at 1802 N. Raul Longoria Road
- Isela's Beauty Salon at 232 W. Bus Hwy 83
- Lemus Learning Academy at 412 W. Bus Hwy 83
- Los Pasteles Caseros De Gaby at 205 W. Nolana Avenue

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Phone: (956)223-2200 • Fax: (956) 787-5978

- Mid Valley BHPS at 700 N. Veterans Boulevard
- Mid-Line Dental Laboratory at 504 N. Veterans Boulevard
- Rock N Thrift at 506 S. Nebraska Avenue
- The Father's House at 916 E. Bus Hwy 83
- Villarreal's Upholstery at 610 S Standard Avenue

CODE ENFORCEMENT

Code Enforcement Inspectors issued four (4) illegal dumping, twenty-two (22) work orders, six (6) junk vehicles, five (5) garage sale without a permit, one (1) rubbish, ten (10) buildings without a permit, thirty-six (36) certified letters were sent out, nine (9) abandoned cars, two (2) street vendors and thirty-three (33) occupational inspection issued during this month.

SUBDIVISIONS IN PROCESS

- Stewart Coves Subdivision
- Shops at Chavez, Lots 6-7
- San Juan Oaks
- Parks and Recreation Center Subdivision
- Lucero Estates
- San Juan Fire Station
- Valley Ranch Phase 3
- Valley Ranch Phase 4
- Black Hills Subdivision
- Twin Subdivision
- Giants Subdivision
- Mosa Multi-Family Subdivision
- Oakland Properties
- Westview IV Subdivision
- Plantation Heights
- Oakridge Estates
- La Paloma Subdivision
- The Orchards of San Juan – Phase 1
- Gutierrez-Duncan
- San Juan City Hall
- Cantu Subdivision
- Christian Estates
- Arguello Subdivision
- Hinojosa Subdivision
- Starlite Subdivision
- Uresti Subdivision

ITEMS REVIEWED BY THE PLANNING AND ZONING COMMISSION

- Rezoning Request for Ramiro Martinez
- Valley Ranch Subdivision #3
- Valley Ranch Subdivision #4
- Conditional Use Permit for The Haunted House at San Juan Hotel

ITEMS REVIEWED BY THE BOARD OF ADJUSTMENTS

- Variance request to allow a carport at 1411 El Sauz Street

MEETINGS ATTENDED IN SEPTEMBER

- Oakland Subdivision Properties
- Budget Workshop #2

- Pre-Construction Meeting for MOSA Subdivision
- Staff Meeting for San Juan Fire Station
- GLO Flood Studies LRGB City of Edinburg
- Conducted Inspection at San Juan Hotel



**PLANNING AND ZONING COMMISSION
SEPTEMBER 1, 2022
SAN JUAN MEMORIAL LIBRARY
6:15 P.M.**

P&Z PRESENT

Irma Castillo
Adan Magallan
Valerie Cardenas
Eliza Yzaguirre
Cesar Cantu

P&Z ABSENT

Victor Perez, Jr.
Mark Salinas

STAFF PRESENT

Daniel Tijerina
Monica Gomez
Veronica Escobedo

GUESTS PRESENT

Eulalio Ramírez

1. CALL TO ORDER

Chairwoman Castillo called the meeting to order at 6:22 p.m.

2. APPROVAL OF MINUTES

Chairwoman Castillo asked if there were any corrections to August 18, 2022 minutes. She requested correction on the voting of previous meeting. Commissioner Cardenas made a motion to approve the minutes with corrections. Commissioner Cantu seconded the motion. The motion passed unanimously with a 5-0 vote.

3. PUBLIC HEARINGS

Item 3.1

Rezoning Request:

From Multi-Family Residence District (R-MF) to
Single-Family Residence District (R-S)
Lot 2, M&M Subdivision
Ramiro Martinez

REVIEW COMMENTS: Mr. Tijerina mentioned the rezoning request is from Multi-family to Single-Family District of Lot 2, M&M Subdivision, located along Cesar Chavez Road. He advised staff to make corrections on memorandum. He explained the adjacent land uses and mentioned the access roads. Water and sewer services will be provided by the city.

RECOMMENDATION: Staff recommends approval of the rezoning request.

Chairwoman Castillo opened the public hearing at 6:27 p.m. She asked if there was anyone present that was in favor or against request.

No discussion took place.

Chairwoman Castillo closed the public hearing at 6:28 p.m. Chairwoman Castillo entertained a motion. Commission Magallan made a motion to approve the rezoning request as presented. Commissioner Yzaguirre seconded the motion. The motion passed with 5-0.

Item 4.1**Preliminary and Final Plat:**

Valley Ranch Subdivision No. 3
Being a 2.17-acre tract of land out of Lot 11, Block 27,
Alamo Land and Sugar Company Subdivision
R-S
Developer: Esponjas Development, LTD.
Engineer: Quintanilla, Headley and Associates, Inc.

REVIEW COMMENTS: Mr. Tijerina mentioned a proposed subdivision containing 2.17-acre tract of land out of Lot 11, Block 27, located approximately a quarter of a mile from Cesar Chavez Road, along the south side of Hall Acres Road. He is proposing a one lot subdivision for a single-family use. Water services belong to Military Highway Water Supply and sewer will be provided by the City of San Juan.

RECOMMENDATION: Staff recommends approval.

Mr. Eulalio Ramirez, from Quintanilla, Headley and Associates, Inc. was present to answer any questions or concerns.

Mr. Tijerina mentioned an Annexation Petition was submitted and accepted by City Commission. He explained the list of requirements attached to the packet. A 26-foot entrance and looping of water line is required as per Fire Department. Exhibits were presented with aerial map and photos.

Chairwoman Castillo and Commissioner Cardenas asked about having a one lot subdivision. Mr. Ramirez responded this is the way that developer requested.

Chairwoman Castillo entertained a motion. Commissioner Cardenas made a motion to approve the preliminary plat as presented by staff. Commissioner Cantu seconded the motion. The motion passed unanimously with a 5-0 vote.

Item 4.1**Preliminary and Final Plat:**

Valley Ranch Subdivision No. 4
Being a 19.02-acre tract of land out of Lot 11, Block 27,
Alamo Land and Sugar Company Subdivision
R-S
Developer: Esponjas Development, LTD.
Engineer: Quintanilla, Headley and Associates, Inc.

REVIEW COMMENTS: Mr. Tijerina mentioned the proposed Valley Ranch Subdivision No. 4 is a thirty-one residential subdivision that is located approximately a quarter of a mile West of Cesar Chavez, along the South side of Hall Acres Road. Currently is going thru annexation process and good taxes will be generate once construction is completed. Mr. Tijerina explained the variance request submitted by the project engineer to not comply with the water looping requested by the city. He mentioned all the information provided to support the request.

RECOMMENDATION: Staff recommends approval of the subdivision plat and variance request as presented.

Commissioner Magallan asked who is requesting to loop the water line. Mr. Tijerina responded, the Fire Department is requesting it.

Mr. Ramirez stated in order to loop the water line they would need to place it in rear of residential lots and Military Water Supply does not allow that.

Chairwoman Castillo entertained a motion. Commissioner Magallan made a motion to approve the subdivision plat but not the variance request. Commissioner Yzaguirre seconded the motion. The motion passed with a 4-0 vote with Commissioner Cardenas abstaining to vote.

4. NEXT MEETING – September 15, 2022

5. ADJOURNMENT

There being no further items to discuss, Commissioner Yzaguirre made a motion to adjourn; Commissioner Cantu seconded the motion. The motion passed unanimously with a (5-0) vote and the meeting was adjourned at 6:56 p.m.

City of San Juan, Texas

Irma Castillo, Chairwoman
Planning and Zoning Commission

Attest:

Planning Director



**ZONING BOARD OF ADJUSTMENTS AND APPEALS
SEPTEMBER 1, 2022
SAN JUAN MEMORIAL LIBRARY
6:00 P.M.**

P&Z PRESENT

Irma Castillo
Adan Magallan
Valerie Cardenas
Eliza Yzaguirre
Cesar Cantu

P&Z ABSENT

Victor Perez, Jr.
Mark Salinas

STAFF PRESENT

Daniel Tijerina
Monica Gomez
Veronica Escobedo

GUESTS PRESENT

Florentino Rodriguez
Aleida Cantu
San Juanita Palacios
Julissa Martinez

1. CALL TO ORDER

Chairwoman Castillo called the meeting to order at 6:00 p.m.

2. APPROVAL OF MINUTES

Chairwoman Castillo asked if there were any corrections to August 18, 2022 minutes. Commissioner Cantu made a motion to approve the minutes as presented by staff. Commissioner Cardenas seconded the motion. The motion passed unanimously with a 4-0 vote.

3. PUBLIC HEARINGS

Item 3.1

Variance Request:

To allow a 27'x 25' carport that is encroaching in the front
Setback
1411 El Sauz St
Lot 214, Los Arboles Phase 2
Joe A. Estrada

REVIEW COMMENTS: No discussion to place

RECOMMENDATION: Staff recommends No Action

The Board allowed the Guest Present to voice their opinions in regards to the Variance Request regarding 1411 El Sauz St. Lot 214, Los Arboles Phase 2.

Florentino Rodriguez- 927 Santiago- Complaint about carport that was built illegal. He approaches the city to get a permit for a carport and was not approved. He has pictures of some carports built in the area. 25 pictures to show, He didn't respect the size authorized by the City and or used material that was not allowed to be used.

Elena Cantu- 924 Pino St- Same Complaints as Mr. Ramirez, no permit allowed to her previously. Analyze requirements of the subdivision to benefit the city. City more accessible to the public. Inspectors need to be more accessible and apply same rules to everyone

Julissa Martinez- 1405 Sauz- States the same as everyone else she is not for or against it just wants more flexibility towards getting a permit for anything done. It will only benefit the city in making the subdivision/houses look nicer.

San Juanita Palacios- Neutral vote. Accessible to get permits, a lot of carports in the neighborhood violating city rules.

4. **NEXT MEETING** – September 15, 2022 (if necessary)

5. **ADJOURNMENT**

There being no further items to discuss, Commissioner Cardenas made a motion to adjourn; Commissioner Cantu seconded the motion. The motion passed unanimously with a (5-0) vote and the meeting was adjourned at 6:21 p.m.

City of San Juan, Texas

Irma Castillo, Chairwoman
Planning and Zoning Commission

Attest:

Planning Director



**PLANNING AND ZONING COMMISSION
SEPTEMBER 15, 2022
SAN JUAN MEMORIAL LIBRARY
6:00 P.M.**

P&Z PRESENT

Irma Castillo
Mark Salinas
Valerie Cardenas
Cesar Cantu

P&Z ABSENT

Víctor Perez, Jr.
Eliza Yzaguirre
Adan Magallan

STAFF PRESENT

Daniel Tijerina
Monica Gomez
Veronica Escobedo

GUESTS PRESENT

Eric Trevino
Gloria Tovar
Marisol Garcia
Joe Delgado
Bob De Mange

1. CALL TO ORDER

Chairwoman Castillo called the meeting to order at 6:00 p.m.

2. APPROVAL OF MINUTES

Chairwoman Castillo asked if there were any corrections to be made on September 1, 2022 minutes. Commissioner Cardenas made a motion to approve the minutes as presented by staff. Commissioner Cantu seconded the motion. The motion passed unanimously with a 4-0 vote.

3. PUBLIC HEARINGS

Item 3.1

Conditional Use Permit:

To Allow a Haunted House at the San Juan Hotel
125 W. Business 83
Lots 1 through 6, Block 28, San Juan Original Townsite
C-1
Applicant: ZAEFF, LLC.

REVIEW COMMENTS: Mr. Tijerina explained the memo, accompanied by the agenda on a proposed Conditional Use Permit to allow a Haunted House at the old San Juan Hotel. He explained the adjacent zoning and uses of the properties and the proposed days and hours of operation from October 6th through November 1st from 7:00 p.m. to midnight. City Staff conducted an inspection and some violations came out; applicant is willing to comply with all the requirements. If everything is approved, applicant will be providing liability insurance. Waivers and insurance were provided by the applicant along with the application.

RECOMMENDATION: Staff's original recommendation was denial. Mr. Tijerina changed his recommendation to approval after receiving all waivers and insurances.

Chairwoman Castillo opened the public hearing at 6:13 p.m. She introduced a new member of the Planning and Zoning Committee, Mr. Mark Salinas.

Mr. Trevino, the applicant, stated that some improvements were made to the building from cleaning to adding security cameras, blocking staircases and making it as safe as possible.

Joe Delgado, Mr. Trevino's partner, stated that hours of operation are every day from 7:00 p.m. to midnight, with the trial lasting a total of 10 to 15 minutes beginning to end. He stated that he approached some neighbors and shows them a proposal of what they are planning to do, they are happy with the improvements and excited what it is going to bring to the City of San Juan.

Chairwoman Castillo closed the public hearing at 6:24 p.m.

Chairwoman Castillo entertained a motion. Commissioner Cardenas made a motion to approve the Conditional Use Permit as presented by staff. Commissioner Cantu seconded the motion. The motion passed unanimously with a 4-0 vote.

4. NEXT MEETING – October 6, 2022

5. ADJOURNMENT

There being no further items to discuss, Commissioner Cardenas made a motion to adjourn; Commissioner Cantu seconded the motion. The motion passed unanimously with a (4-0) vote and the meeting was adjourned at 6:25 p.m.

City of San Juan, Texas

Irma Castillo, Chairwoman
Planning and Zoning Commission

Attest:

Planning Director



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: Patrick Willingham, Director of Parks and Recreation

DATE: 10/04/2022

SUBJECT: Department of Parks and Recreation Monthly Report.

For the month of September 2022, we have the following to report:

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

- Staff continues to maintain parks and city offices.
- Currently, staff have been assisting with weedy lots and have maintained approximately 25 lots this past month.
- Staff assisted with the set up and take down for the groundbreaking ceremony for the Northside Park.
- Staff has been preparing all the play areas for the upcoming fall and winter programs.
- Parks staff have been assisting with the floats that will be used in the Red Ribbon Parade as well as in the upcoming homecoming parade.
- Preparations are also underway for the Fall Halloween Festival that will take place Monday October 31st, 2022 in downtown San Juan.

Recreation Division,

FALL LEAGUES: Registration has been ongoing for Flag Football, Volleyball and Tackle Football. Staff have been calling the coaches from last year's programs and emails have been sent out to the parents. Registration ended on September 19. In Flag Football there are 23 teams with 276 participants, Volleyball there are 24 teams with 283 participants and Tackle Football there are 2

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teams in 6th grade with 40 participants. Practices have started for volleyball, flag football and tackle football. Staff conducted a coaches meeting at Amigos del Valle on Wednesday, September 28 at 6 pm. Leagues are scheduled to start the week of October 11, 2022.

SCHOOL PRESENTATIONS: Staff held sports presentations at different elementary schools to talk about the Parks & Recreation volleyball and flag football leagues that our department is currently accepting registration. The presentations were at the schools listed and dates:

Tuesday, September 6 at Cantu Elementary for 2nd, 3rd, 4th & 5th grade students

Monday, September 7 at Doedyns Elementary for 2nd, 3rd, 4th & 5th grade students

Tuesday, September 8 at Trevino Elementary for 2nd, 3rd, 4th & 5th grade students

Monday, September 21 at Reed-Mock Elementary for 2nd, 3rd, 4th & 5th grade students

ADULT SOFTBALL: The Adult Men's Class E Softball League commenced on Thursday, September 22 with 13 teams. All games are played at Municipal Park Softball Fields. Staff conducted the softball coaches meeting on Wednesday, September 22 at 6:30 pm at the Parks & Recreation Office.

TAAF ATHLETE OF THE YEAR: On Tuesday, September 13, at the City Commissioners' Meeting, the San Juan Male & Female Athletes of the Year were presented.

2022 San Juan Male Athlete of the Year – Ethan Guerra

2022 San Juan Female Athlete of the Year & TAAF Region 2 Female Athlete of the Year – Julianna Guajardo.

TAAF STATE CONFERENCE: Alex Lopez and Ramiro Moreno attended the TAAF State Conference in Boerne, TX from September 13-15, 2022. I, Ramiro Moreno, currently serve as TAAF Executive Board Member & TAAF Region 2 Director. During the Awards Session, the City of San Juan Parks & Recreation Dept. was recognized for receiving the Platinum City Award based on registered sports teams and individual sports participants. The City of San Juan was recognized TAAF Member City Award for the small city population in the State of Texas. This is based on attendance of Executive Board Meetings, Regional Meetings, TAAF Trainings & State Conference attendance which staff have attended, TAAF Region 2 Meets, and TAAF State Meets. The Member City Award will be presented at the TAAF Hall of Fame Banquet in Grand Prairie, TX on February 8, 2023.

EMPLOYEE APPRECIATION LUNCHEON: Friday, September 2, Staff assisted in the set up and take down for the City of San Juan Employee Appreciation Luncheon.

GROUND BREAKING CEREMONY: Friday, September 9, staff assisted in the setup, take down and serve food for the Groundbreaking Ceremony for the new San Juan Parks & Recreation Department.

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

- Staff worked on several AC issues throughout the city, replacing free-on and updating filters.
- Staff addressed a water leak at the Waste Water Plant.
- Maintenance and parks staff wrapped the areas that leak at Fire Station #2 where the new city hall equipment is.

- Repaired and replaced parts of the toilet in the IT department.
- Addressing water leaks at the City Library.

Upcoming Events

Fall programs begin October 11th, 2022.

Men's Softball league begins September 22, 2022.

Red Ribbon Parade October 8, 2022.

Homecoming Parade October 27th, 2022

Fall Halloween Festival Monday October 31, 2022.

Next Parks Board Meeting will be Wednesday October 12th, 2022.



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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Israel Garza, Sanitation Director

DATE: 10/04/2022

SUBJECT: Department of Sanitation Monthly Report.

Sanitation Department (September 2022)

- Solid Waste Collection ran on schedule all month
- Brush Pickup ran on schedule all month
- Drop off Site: 887 Residents
- Residential: 1,089.02 Tons
- Commercial: 843.17 Tons
- Roll-Off Containers: 141.82 Tons 30 loads
- Brush: 289.87 Ton 103 loads of brush

Central Garage (September 2022)

- Tickets Open: 32
- Tickets Closed: 34
- 6 Residential Side Loaders operating
- 1 Commercial Side Loader operating
- 2 Commercial Front Loaders operating
- 2 Brush Truck operating
- 1 Brush Tractor (grapple) operating
- 1 Brush Grapple Truck operating
- 1 Roll- Offs Trucks operating

Recycling (September 2022)

- Cardboard: 14.21 tons/\$1,557.20
- Mix White Paper: 2.23 tons/\$97.38
- Plastic: 6.42 tons/\$0.00
- Curbside Recycle: 1.17 tons/\$0.00
- Total Tons/Revenue: 24.35 tons /\$1,747.58
- Savings of \$487
- Walk-Ins: 110

Code Enforcement (September 2022)

- Violation Notice Issued: 12
- Illegal Dumping: 23
- Contact People: 45
- Construction Material: 15
- Tires: 31



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

MEMORANDUM

TO: Mr. Benjamin Arjona, City Manager
FROM: Armandina Sesein, Library Director
DATE: October 4, 2022
SUBJECT: September Monthly Report

Enclosed is the September monthly report including statistics and programs:

For the month of September, we had, 1514 visitors. Out of those visitors, 538 were here for computer use only. The library checked out a total of 567 items both adult and children. We had 38 in-house circulation items. We requested and received twenty-seven (27) Interlibrary Loans (ILL). We had 59 new patrons added to our circulation system. We helped the public with an estimated 273 reference/informational questions. We had 32 fax transactions. The monthly amount deposited was \$1,162.35 both fines and fees.

Please see the attached statistical report.

During the month of September

- Attended the City Commission meetings
- Attended the Directors’ meetings
- Attended the Raul Yzaguirre Middle School Open House.
- Managed the day-to-day operations of the San Juan Memorial Library

Meetings to be held in October 2022

Multipurpose Room

HR Open Enrollment, October 3rd
City of San Juan Special Called Meeting, October 3rd
EDC Meeting, October 4th & 18th

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Phone: (956)223-2200 • Fax: (956) 787-5978

Library Board meeting, October 5th

Bid Opening, October 6th

Planning & Zoning, October 6th & 20th

City Commission meetings, October 11th & 25th

Directors' Meeting, October 12th & 26th

Training Room:

City Secretary, October 3rd & 4th

Keep San Juan Beautiful, October 12th

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

**San Juan Memorial Library
September 2022 Statistics**

Statistics	
Total Visitors	1,514
Computer Users	538
Total Checkouts	567
In-House Use	38
Inter-Library Loans	27
New Patrons	59
Reference\ Informational Questions	273
FAX transactions	32
Children's Programs	0
Attendance	0

Multipurpose Room Reservations	Attendance
1st Pre-bid Conference	3
1st Planning and Zoning	14
3rd Steward Place 2 HOA Meeting	14
7th Library Board	5
8th Special Call Meeting	20
8th Budget Workshop	20
9th Pre-bid Conference	6
13th Pre-construction Meeting	15
13th City Commission	33
14th Tech Department Training	15
15th Planning and Zoning	14
16th Directors Meeting	12
20th EDC	20
21st CBA Meeting	8
23rd Bid Opening	10
24th Avance Meeting	9
26th Civil Service Meeting	7
27th CBA Meeting	8
27th City Commission	68
28th Directors Meeting	14
28th San Juan Police Swearing-in	30
29th Pre-bid Conference	15
30th Open Enrollment	42
Total	402

Training Room Reservations	Attendance
12th Keeping San Juan Beautiful	7
21st Keeping San Juan Beautiful	8
28th Keeping San Juan Beautiful	8
29th HCLS Meeting	3
29th HR Consortium	2
Total	28

Outreach Programs	Attendance
7th Yzaguirre Middle School	73
Total	73

Checkouts	
DVDs	40
Books Juvenile	413
Books Adult	114
Total	567

WIFI Usage	
LibGuest	3,063
LibStaff	708
Total	3,771

Study Room Attendance	
Study Rooms	122

Facebook Page	
Likes	6
Visitors	83

SJML Homepage	
Visitors	6,733

Deposits	
Fines	\$ 88.40
Copies	\$ 1,073.95
Total	\$1,162.35

Youth & Children's Programs/Attendance

Date	Program	Attendance
Thursday, September 1, 2022	0	0
Friday, September 2, 2022	0	0
Tuesday, September 6, 2022	0	0
Wednesday, September 7, 2022	0	0
Thursday, September 8, 2022	0	0
Friday, September 9, 2022	0	0
Monday, September 12, 2022	0	0
Tuesday, September 13, 2022	0	0
Wednesday, September 14, 2022	0	0
Thursday, September 15, 2022	0	0
Friday, September 16, 2022	0	0
Monday, September 19, 2022	0	0
Tuesday, September 20, 2022	0	0
Wednesday, September 21, 2022	0	0
Thursday, September 22, 2022	0	0
Friday, September 23, 2022	0	0
Monday, September 26, 2022	0	0
Tuesday, September 27, 2022	0	0
Wednesday, September 28, 2022	0	0
Thursday, September 29, 2022	0	0
Friday, September 30, 2022	0	0
Total	0	0

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

Hold a Public Hearing to Solicit Input from Interested Parties on the City of San Juan Needs under the Urban County Program Fiscal Year 36 (2023).

STAFF COMMENTS AND RECOMMENDATIONS:

To be in compliance with the Consolidated Plan for Community Planning & Development Grant (CDBG) the City of San Juan is required to conduct a public hearing to solicit input from interested parties on the City's needs under the Urban County Program Fiscal Year 36 (2023).

\$286,199.00 will be available in funds to the City of San Juan.

RECOMMENDATION:

Conduct the public hearing as required by the Hidalgo County Urban County Program.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

HIDALGO COUNTY - PRECINCT NO. 2 RESIDENTS
PUBLIC HEARING NOTICE
HIDALGO COUNTY - URBAN COUNTY PROGRAM
Publication Date: Wednesday, October 5, 2022

In compliance with the Consolidated Plan for Community Planning & Development (CDBG), the **Cities listed below** will conduct a public hearing to solicit input from interested parties on the **Cities' needs** under the **Urban County Program Fiscal Year 36 (2023)**.

The overall goals for the Consolidated Plan are to strengthen partnerships with jurisdictions, to extend and strengthen partnerships among all levels of government and the private sector, including profit and nonprofit organizations, to enable them to provide decent housing, to establish and maintain a suitable living environment, and to expand economic opportunities for every citizen, particularly for very low income persons.

The public hearing for the **City of Hidalgo** will be held on **Monday, October 17, 2022 at 6:00 P.M.** at the following location: **Hidalgo City Hall located at 704 E. Ramon Ayala Dr., Hidalgo Texas 78577**. For more information, please come by our city office or call **(956) 843-2286**. Written comments can be forwarded to: **Mayor Sergio Coronado - City of Hidalgo, 704 E. Ramon Ayala Dr., Hidalgo Texas 78577**. Expected allocation is **\$ 257,515.00**.

The public hearing for the **City of San Juan** will be held on **Tuesday, October 11, 2022 at 6:00 P.M.** at the following location: **San Juan Library located at 1010 S. Standard Ave., San Juan, Texas 78589**. For more information, please come by our city office or call **(956) 223-2200**. Written comments can be forwarded to: **Mayor Mario Garza - City of San Juan, 709 S. Nebraska St., San Juan, Texas 78589**. Expected allocation is **\$ 286,199.00**.

Listed below is a partial listing of eligible activities.

Public Facilities Needs	Child Care Services
Senior Centers	Accessibility
Youth Centers	Economic Development Needs
Neighborhood Facilities	Technical Assistance
Parks and Recreation Facilities	Lead-Based Paint/Hazard Abatement
Health Facilities	Code Enforcement
Child Care Facilities	Emergency Shelter Needs
Parking Facilities	Housing Needs
Infrastructure Improvement Needs	Community Planning
Flood Drain Improvements	Program Administration
Water Improvements	
Sewer Improvements	
Street Improvements	
Public Service Needs	
Senior Services	
Handicapped Services	
Youth Services	

It is the objective of Hidalgo County to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act (ADA) of 1990 and the ADA Amendment Act of 2008, the Fair Housing Act, and the Architectural Barriers Act in all respects. Persons with disabilities/handicapped, non-English speaking, or limited English proficiency (LEP) who may require an interpreter shall be provided upon request by calling (956) 787-8127 at least three (3) days in advance. Persons who are deaf, hard-of-hearing, deaf-blind or speech-disabled may use Relay Texas at (800) 735-2989 to call the Hidalgo County Urban County Program (UCP) and request arrangements in order to participate in the citizen participation process. Hidalgo County Urban County Program does not discriminate on the basis of disability status in the admission of, or access to, or treatment in its federally assisted programs or activities.

Patricio R. Avila, Director
Hidalgo County – Urban County Program
1916 Tesoro Street
Pharr, Texas 78577



RESIDENTES DEL CONDADO DE HIDALGO PRECINTO NO. 2
AVISO DE AUDENCIA PÚBLICA
PROGRAMA URBANO DEL CONDADO DE HIDALGO
Fecha de publicación: miércoles día 5 de octubre del 2022

En cumplimiento con el Plan Consolidado para la Planificación y Desarrollo Comunitario (CDBG), las ciudades mencionadas debajo llevarán a cabo una audiencias públicas para solicitar la opinión de las partes interesadas en las necesidades de la ciudades bajo **El Programa Urbano del Condado de Hidalgo, del año fiscal 36 (2023)**.

Los objetivos generales del Plan Consolidado son el fortalecimiento de las asociaciones con jurisdicciones a fin de ampliar y fortalecer las alianzas entre todos los niveles del gobierno y el sector privado, incluyendo las organizaciones sin fines de lucro y, a fin de que puedan proporcionar una vivienda digna, para establecer y mantener una vida adecuada en el medio ambiente, y para ampliar las oportunidades económicas para todos los ciudadanos, en particular para las personas con ingresos muy bajos.

La audiencia pública para **la Ciudad de Hidalgo** se llevará a cabo el **Lunes 17 de octubre 2022 a las 6:00 P.M.** en la siguiente ubicación: **Municipalidad de la Ciudad de Hidalgo ubicado en el 704 E. Ramon Ayala Dr., Hidalgo Texas 78577**. Para obtener más información, por favor venga a nuestra oficina de la ciudad o llame al **(956) 843-2286**. Los comentarios escritos pueden hacer enviados a: **Alcalde Sergio Coronado de la Ciudad de Hidalgo al 704 E. Ramon Ayala Dr., Hidalgo Texas 78577**. Asignación esperada de \$ 257,515.00.

La audiencia pública para **la Ciudad de San Juan** se llevará a cabo el **Martes 11 de octubre 2022 a las 6:00 P.M.** en la siguiente ubicación: **La Biblioteca de la Ciudad de San Juan ubicado en el 1010 S. Standard Ave., San Juan, Texas 78589**. Para obtener más información, por favor venga a nuestra oficina de la ciudad o llame al **(956) 223-2200**. Los comentarios escritos pueden hacer enviados a: **Alcalde Mario Garza de la Ciudad de San Juan al 709 S. Nebraska St., San Juan, Texas 78589**. Asignación esperada de \$ 286,199.00.

A continuación se muestra una lista parcial de las actividades elegibles.

Necesidades de establecimientos públicos	Servicios de cuidado infantil
Centros para personas de la tercera edad	
Centros para jóvenes	Accesibilidad
Instalaciones del vecindario	
Instalaciones de parques y recreación	Necesidades de desarrollo económico
Instalaciones de salud	Asistencia Técnica
Instalaciones para el cuidado de niños	
Instalaciones de estacionamiento	Pintura con base de plomo / Reducción de Riesgos
Necesidades de mejoras de infraestructura	Aplicación del código
Mejoras de drenaje de inundaciones	
Mejoras de agua	Necesidades de vivienda de emergencia
Mejoras de alcantarillado	
Mejoras de calles	Necesidades de vivienda
Necesidades de Servicios Públicos	Planificación de la Comunidad
Servicios para personas de tercera edad	
Servicios para discapacitados	Administración del Programa
Servicios para jóvenes	

Es el objetivo del Condado de Hidalgo para cumplir con la Sección 504 de la Ley de Rehabilitación de 1973, según enmendada, los Americanos con Discapacidades de la Ley de barreras arquitectónicas (ADA) de 1990 y la Ley ADA Enmienda de 2008, la Ley de Equidad de Vivienda, y Con todo respeto. Las personas con discapacidades / minusválidos, que no hablan inglés o con un dominio limitado del inglés (LEP) que pueden requerir un intérprete se les proporcionarán previa solicitud llamando al (956) 787-8127 por lo menos con tres (3) días de anticipación. Las personas sordas, con problemas de audición, sordo-ciegos o del habla discapacitados pueden utilizar Relay Texas al (800) 735-2989 para llamar al Programa del Condado de Hidalgo Condado Urbano (UCP) y los arreglos de solicitud con el fin de participar en el ciudadano proceso de participación. El Programa Urbano del Condado de Hidalgo no discrimina en base al estado de discapacidad en la admisión, el acceso o el tratamiento en sus programas o actividades con asistencia federal.

Patricio R. Avila, Director
Programa Urbano del Condado de Hidalgo
1916 Tesoro Street,
Pharr, Texas 78577





"Providing 47 Years of Service"
1974 - 2022

212 W. 18th St.
Mission, Texas 78572

Phone: (956) 213-9400

Fax: (956) 213-8119

www.advrgv.org

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Banking / Finance

Executive Director - Amigos Del Valle, Inc.
ALEJANDRO GUERRA



September 30, 2022

Mr. Benjamin Arjona
City Manager
City of San Juan
709 S. Nebraska
San Juan, TX 78589

RECEIVED

OCT 03 2022

City Manager's Office

Re: Letter of request for CDBG Funds FY 2023-2024

Dear Mr. Arjona,

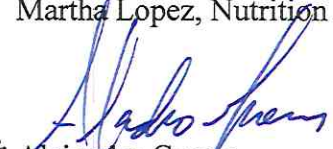
Amigos Del Valle, Inc. is respectfully requesting \$10,000 in CDBG funds for Fiscal Year 2023-2024. These funds will continue to be utilized to provide home delivered meals to 11 eligible citizens for 165 days that reside within the City of San Juan area.

With your continued financial support, we will be able to continue providing much needed meals to the homebound seniors to assist them to continue living as healthy, independent, productive and self-sufficient lives as possible.

Please be assured that we are very grateful for your proven generous, valuable financial and moral support for our agency's projects throughout our forty-seven (47) years of experience.

If you have any questions or concerns, please do not hesitate to contact us at (956)213-9400 or by email:

Alejandro Guerra, Executive Director: aguerra@advrgv.org
Marisol Gonzalez, Executive Admin. Asst.: mgonzalez@advrgv.org
Anita Jenny, Nutrition Director: ajenny@advrgv.org
Martha Lopez, Nutrition Assist. Director: mlopez@advrgv.org


Alejandro Guerra
Executive Director



"Providing 47 Years of Service"
1974 - 2022

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

Hold a Public Hearing for a Conditional Use Permit to Allow Dutch Bros Drive-Thru Coffee Shop at 806 W. IH 2, legally described as Lot 5, Texas National Subdivision, located on the Northeastern corner of Frontage Road and Veterans Boulevard, as Requested by Dutch Bros.

STAFF COMMENTS AND RECOMMENDATIONS:

The applicant is requesting a Conditional Use Permit for a double stack drive-thru. The proposed building is a 950 square feet modular building. The hours anticipated at this location are 5:00 a.m. to 11:00 p.m. Monday thru Sunday, which will include three shifts per day and 8 employees. The employees will be operating the kiosk by preparing and serving menu items and running orders to guests in the drive-thru, similar to how Chick-fill-A operates a double stack drive-thru. By utilizing this drive-thru operation, Dutch Bros has achieved a 35 second ticking time, which is the timeframe that a guest pulls up to the drive-thru window and drives off with their order.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to nine (9) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 10/06/2022
CITY COMMISSION – 10/11//2022
DATE PREPARED – 9/26/2022

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit for a double tack drive-thru
APPLICANT :	Dutch Bros
SURVEYOR/ENGINEER:	N/A
LEGAL:	Lot 5, Texas National Subdivision
LOCATION:	806 W. IH 2 (Northeastern corner of Frontage Road and Veterans Boulevard)
EXISTING ZONING:	Expressway Corridor District (EC)
EXISTING LAND USE/ ADJACENT ZONING:	<u>North</u> – Vacant; Expressway Corridor District (EC) <u>South</u> – San Juan HEB; Expressway Corridor District (EC) <u>East</u> – Lexus Dealership; Expressway Corridor District (EC) <u>West</u> – Bluewave Carwash; Expressway Corridor District (EC)
ACCESS AND CIRCULATION:	This property has access along Frontage Road.
PUBLIC SERVICES:	Water and sewer services will be provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval.

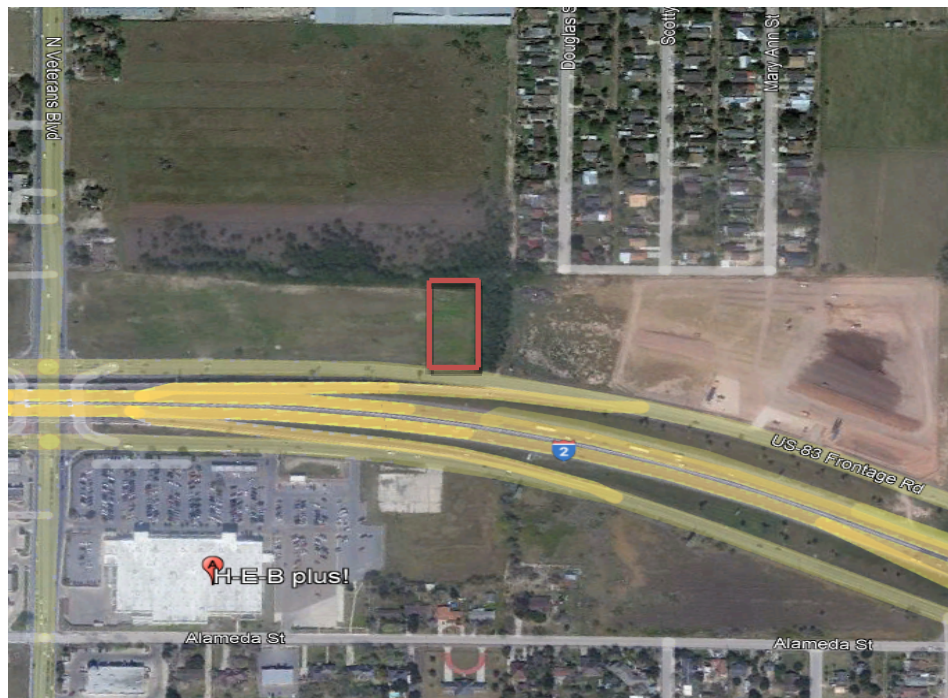
EVALUATION AND CONDITIONS FOR APPROVAL

The applicant is requesting a Conditional Use Permit for a double stack drive-thru. The proposed building is a 950 square feet modular building. The hours anticipated at this location are 5:00 a.m. to 11:00 p.m. Monday thru Sunday, which will include three shifts per day and 8 employees. The employees will be operating the kiosk by preparing and serving menu items and running orders to guests in the drive-thru, similar to how Chick-fill-A operates a double stack drive-thru. By utilizing this drive-thru operation, Dutch Bros has achieved a 35 second ticking time, which is the timeframe that a guest pulls up to the drive-thru window and drives off with their order.

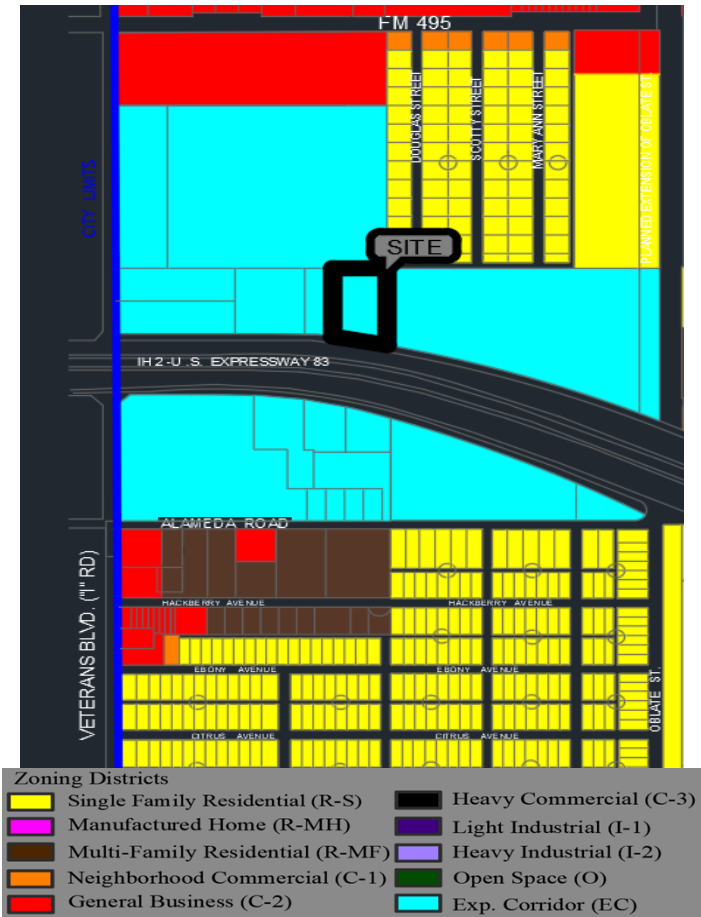
Staff mailed a notice of the public hearing before the Planning and Zoning Commission to nine (9) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

ATTACHMENTS:

Location Map
Zoning Map
Request Letter
Site Plan
List of neighboring property owners receiving notices
Ordinance



Location Map



Zoning Map



Proposed Site



ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ALLOW A DUTCH BROS DRIVE-THRU COFFEE SHOP AT 806 W. IH 2, LEGALLY DESCRIBED AS LOT 5, TEXAS NATIONAL SUBDIVISION, AS PROVIDED IN ARTICLE IV, OF THE ZONING ORDINANCE, CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING FOR A CODE DISPOSITION.

WHEREAS, MMCG DBR OTX, LLC. has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan to allow “Dutch Bros Drive-Thru Coffee Shop” at 806 W. IH 2.

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 MMCG DBR OTX, LLC. for a Conditional Use Permit to allow Dutch Bros Shop at 806 W. IH 2.

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 11th day of October, 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 Dutch Bros Drive-Thru Coffee Shop at 806 W. IH 2, legally described as Lot 5, Texas National Subdivision, located at the Northeastern corner of Frontage Road and Veterans Boulevard, as Requested by MMCG DBR OTX, LLC.

MMCG DBR OTX, LLC.
5750 Genesis Ct. Suite 103
Frisco, TX 75034

Alfaro, Llelizaroba
1411 Douglas
San Juan, Texas 78589

Cazares, Pedro
1410 Douglas St.
San Juan, Texas 78589

Verdugo, Yolanda H & Jonathan
2001 Loma Alta Dr.
San Juan, Texas 78589

Garza, Toribio
P.O. Box 519
Pharr, Texas 78577

Delgadillo, Ipoito & Maria
1415 Douglas St.
San Juan, Texas 78589

Sanchez, Maria Luisa
802 N. Oblate
San Juan, Texas 78589

Texas National Bank
4908 S. Jackson Rd.
Edinburg, Texas 78539

SJ Land Venture LTD.
9207 San Pedro Avenue
San Antonio, TX 78216

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

Hold a Public Hearing for a Conditional Use Permit for the Sale of Alcoholic Beverages (BG - Wine and Beer Retailer's Permit) at the proposed "La Loteria" Food Truck located at 101 Alta Street, as Requested by De la Cruz Food Group, LLC.

STAFF COMMENTS AND RECOMMENDATIONS:

The applicant is requesting a conditional use permit for the Sale of Alcoholic Beverages (BG – Wine and Beer Retailer's Permit) at "La Loteria" Food Truck, which will be located at the proposed Food Truck Park located at the Southwest corner of Alta and Raul Longoria Road. The applicant is proposing to sell alcohol to go.

The proposed days and hours of operation are Sunday through Friday from noon. to 10:00 p.m. and Saturdays from noon to 1:00 a.m.

According to Chapter 2, Article VIII, Section 8 – Conditional Use (i) "Portable and/or temporary food concession stand needs to obtain a Conditional Use Permit through the city.

The following are the list of requirements for a food concession stand:

1. Cannot be located in a residentially zone area;
2. Stand must be inspected by the building inspections department and meet applicable building and fire codes;
3. Must have paved off-street parking available over and above what is required for the business to which it is adjacent;
4. If it is a portable building or trailer it must be anchored to the ground properly;
5. Must meet setback requirements of zoning district in which it is located; and
6. Water and sewage disposal facilities must be available and may be required;
7. Owner agrees to pay an annual fee to the City of San Juan to maintain the Conditional Use, Occupational License and Health Permits.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to twenty-four (24) property owners within a two hundred (200) foot radius and received no comments in favor or against the request.

RECOMMENDATION:

Staff recommends denial.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION –10/06/2022
CITY COMMISSION – 10/11//2022
DATE PREPARED – 09/26/2022

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit for the Sale of Alcoholic Beverages (BG - Wine and Beer Retailer's Permit) at "La Loteria" Food Truck
APPLICANT :	De la Cruz Food Group, LLC.
AGENT:	N/A
LEGAL:	All of Lots 16 through 18, Block 4, Small Subdivision No. 2
LOCATION:	101 Alta Street The property is located at the Southwest corner of Raul Longoria and Alta Street
EXISTING ZONING:	General Business District (C-2)
EXISTING LAND USE/ ADJACENT ZONING:	<u>North</u> – Commercial; Neighborhood Commercial District (C-1) <u>South</u> – Residential; Single-Family Residence District (R-S) <u>East</u> – Commercial; Neighborhood Commercial District (C-1) <u>West</u> – Residential; Single-Family Residence District (R-S)
ACCESS AND CIRCULATION:	The property has access along Raul Longoria Road and Alta Street.
PUBLIC SERVICES:	Water and sewer services are provided by the City of San Juan.
RECOMMENDATION:	Staff recommends denial.

EVALUATION AND CONDITIONS FOR APPROVAL

The applicant is requesting a conditional use permit for the Sale of Alcoholic Beverages (BG – Wine and Beer Retailer’s Permit) at “La Loteria” Food Truck that will be located at the proposed Food Truck Park located at the Southwest corner of Alta and Raul Longoria Road. The applicant is proposing to sell alcohol to go.

The proposed days and hours of operation are Sunday through Friday from noon. to 10:00 p.m. and Saturdays from noon to 1:00 a.m.

According to Chapter 2, Article VIII, Section 8 – Conditional Use (i) “Portable and/or temporary food concession stand needs to obtain a Conditional Use Permit through the city.

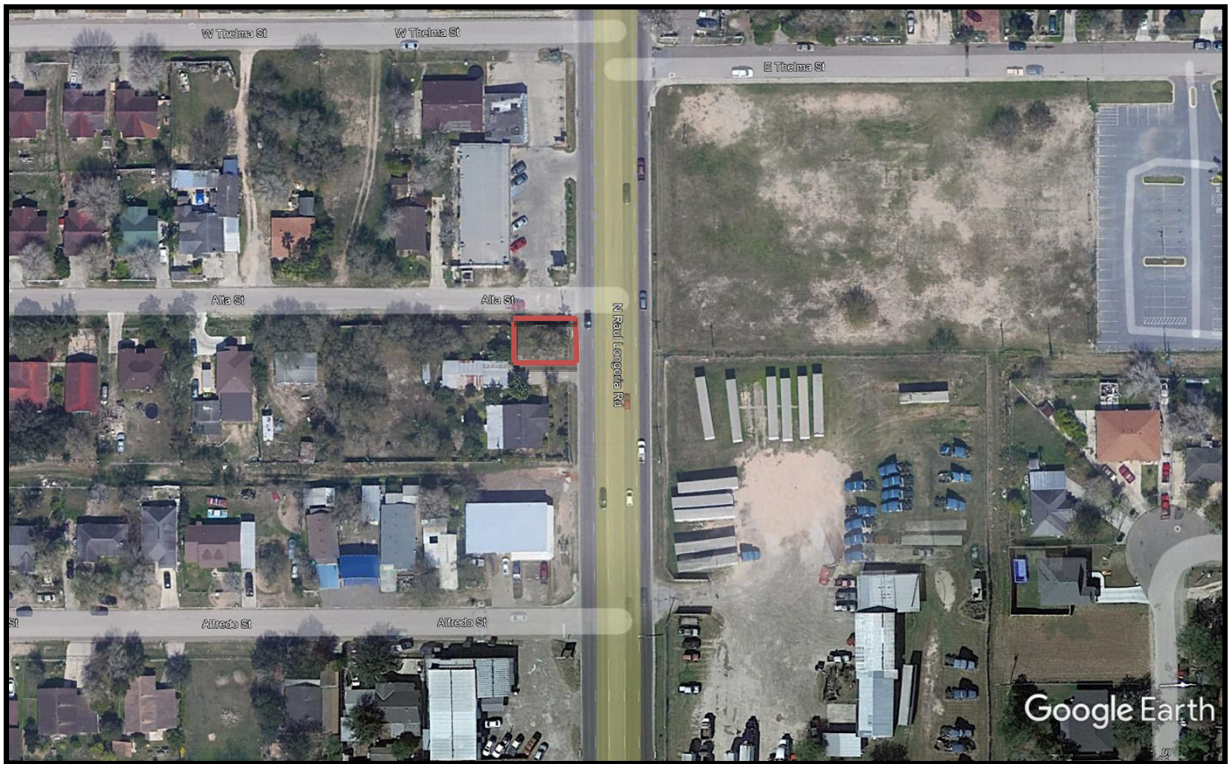
The following are the list of requirements for a food concession stand:

1. Cannot be located in a residentially zone area;
2. Stand must be inspected by the building inspections department and meet applicable building and fire codes;
3. Must have paved off-street parking available over and above what is required for the business to which it is adjacent;
4. If it is a portable building or trailer it must be anchored to the ground properly;
5. Must meet setback requirements of zoning district in which it is located; and
6. Water and sewage disposal facilities must be available and may be required;
7. Owner agrees to pay an annual fee to the City of San Juan to maintain the Conditional Use, Occupational License and Health Permits.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to twenty-four (24) property owners within a two hundred (200) foot radius and received no comments in favor or against the request.

ATTACHMENTS:

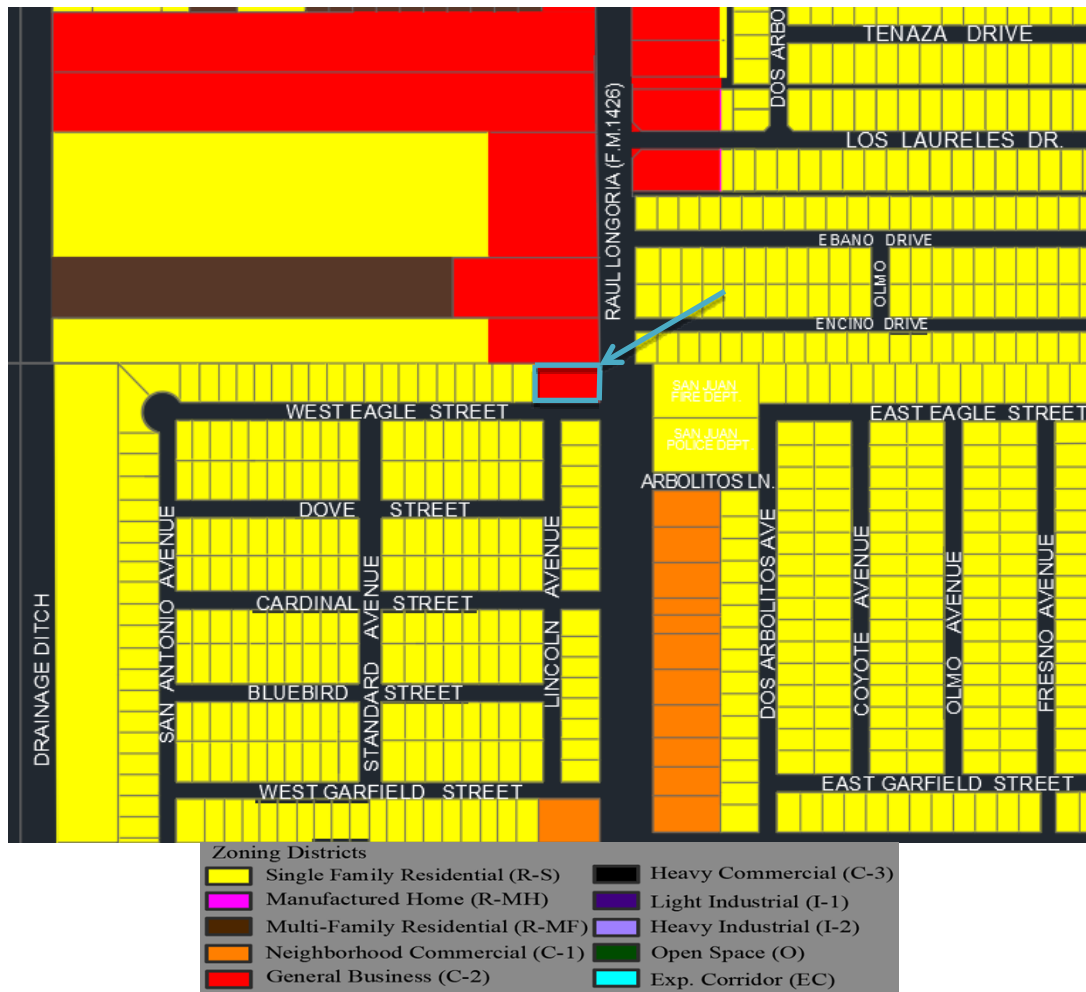
Location Map
Pictures
Zoning Map
Site Plan
List of neighboring property owners receiving notice
Ordinance



Location Map



Proposed Site



Zoning Map



ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES (BG-WINE AND BEER RETAILER'S PERMIT) AT "LA LOTERIA" FOOD TRUCK LOCATED AT 101 ALTA STREET, LEGALLY DESCRIBED AS LOTS 16 THRU 18, BLOCK 4, SMALL SUBDIVISION #2, 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, De La Cruz Food Group, LLC. has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan for the Sale of Alcoholic Beverages (BG - Wine and Beer Retailer's Permit) at "La Loteria" Food Truck at 101 Alta Street.

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 De La Cruz Food Group, LLC. for a Conditional Use Permit for the Sale of Alcoholic Beverages (BG - Wine and Beer Retailer's Permit) at 101 Alta Street, subject to the following conditions:

1. Cannot be located in a residentially zone area;
2. Stand must be inspected by the building inspections department and meet applicable building and fire codes;
3. Must have paved off-street parking available over and above what is required for the business to which it is adjacent;
4. If it is a portable building or trailer it must be anchored to the ground properly;
5. Must meet setback requirements of zoning district in which it is located; and
6. Water and sewage disposal facilities must be available and may be required;
7. Owner agrees to pay an annual fee to the City of San Juan to maintain the Conditional Use, Occupational License and Health Permits.

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 11th day of October, 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

Yolanda de la Cruz Presenta, LLC.
115 SE Augusta Square
McAllen, TX 78503

Gamez, San Juana
P.O. Box 1082
San Juan, TX 78589

Aguirre, Ignacia
1059 Pine Meadows Rd.
Seguin, TX 78155

Lopez, Alfredo J. and Carmen M.
Altagracia Iglesias ET AL
2911 Garza St.
Edinburg, TX 78539

Zamudio, Carmen de Sada and
Maria D. Sada Zamudio
5602 Whisperwind way
Brownsville, TX 78526

Salinas, Canuta and Saul
113 Alfredo St.
San Juan, TX 78589

Garza, Oscar Balli
P.O. Box 1875
San Juan, TX 78589

Ramon, Yolanda H.
120 Alfredo St.
San Juan, TX 78589

Garcia, Antonio
109 Alfredo St.
San Juan, TX 78589

Munoz, Rogelio and Dora A.
Robles
127 Alta St.
San Juan, TX 78589

Layva, Ynacia Rivera
116 Alfredo St.
San Juan, TX 78589

Garza, Hector Javier
3818 S. Raul Longoria Road
Edinburg, TX 78542

Valdez, Luis and Juana G. Vidaurri
121 Alta St.
San Juan, TX 78589

Huerta, Juan
P.O. Box 713
San Juan, TX 78589

Flores, Guadalupe and Lucia G.
1201 Ridge Road
Alamo, TX 78516

Huerta, Juan and Blanca
P.O. Box 713
San Juan, TX 78589

Hernandez, Luis Homero
P.O. Box 1054
San Juan, TX 78589

Lopez, Cesar and Norma E.
128 W. Cardinal Avenue
Pharr, TX 78577

Islas, Yovani
236 Alta St.
San Juan, TX 78589

Church of God of the Apostolic
Faith Latin Conference
P.O. Box 1727
San Juan, TX 78589

Gamez, Nabor and Ricarda
P.O. Box 1488
San Juan, TX 78589

Cuellar, Ricardo and Diana
1310 E. Ebony St.
Pharr, TX 78577

Cazares, Gregoria
607 E. 26th Street
Houston, TX 77008

Campos, Hilda
123 Alfredo St.
San Juan, TX 78589

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

Hold a Public Hearing for a Conditional Use Permit to Allow a "Tovar's Food Court" at 2904 N. Raul Longoria Road, legally described as Lot 15, Northgate Manor Subdivision Phase 1, as Requested by Cesar Tovar.

STAFF COMMENTS AND RECOMMENDATIONS:

The applicant is proposing to open a Food Truck Park at the empty lot located just South of La Curva Taqueria. He is proposing to install four (4) food trucks at the West side of the property with a restroom area and parking along Raul Longoria Road.

The proposed days and hours of operation are Monday thru Sunday from 10:00 a.m. to 10:00 p.m.

List of requirements for a portable and/or temporary food concession stands:

1. Cannot be located in a residentially zone area;
2. Each stand must be inspected by the building inspections department and meet the applicable building and fire codes;
3. Must have paved off-street parking available over and above what is required for the business to which it is adjacent;
4. If it is a portable building or trailer it must be anchored to the ground property;
5. Must meet setbacks requirements of zoning district in which it is located; and
6. Water and sewage disposable facilities must be available;
7. Health, Occupancy and Conditional Use Permits are required.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to twenty-one (21) property owners within a two hundred (200) foot radius and received no comments in favor or against the request.

RECOMMENDATION:

Staff recommends denial.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION –10/06/2022
CITY COMMISSION – 10/11//2022
DATE PREPARED – 09/26/2022

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit to Allow “Tovar’s Food Court”
APPLICANT:	Cesar Tovar
AGENT:	N/A
LEGAL:	Lot 15, Northgate Manor Subdivision Phase I Subdivision
LOCATION:	2904 N. Raul Longoria Road The property is located at the Northwest corner of Southgate Avenue and Raul Longoria Road
CURRENT USE OF PROPERTY:	Vacant Lot
EXISTING ZONING:	General Business District (C-2)
EXISTING LAND USE/ ADJACENT ZONING:	<i>North</i> – Commercial; General Business District (C-2) <i>South</i> – Commercial; General Business District (C-2) <i>East</i> – Institutional; General Business District C-2) / Single-Family Residence District (R-S) <i>West</i> – Residential; Single-Family Residence District (R-S)
ACCESS AND CIRCULATION:	The property has access along Raul Longoria Road and Southgate Ave.
PUBLIC SERVICES:	Water service is provided by the North Alamo Water Supply Corporation; sewer is provided by the City of San Juan.
RECOMMENDATION:	Staff recommends denial.

EVALUATION AND CONDITIONS FOR APPROVAL

The applicant is proposing to open a Food Truck Park at the empty lot located just South of La Curva Taqueria. He is proposing to install four (4) food trucks at the West side of the property with a restroom area and parking along Raul Longoria Road.

The proposed days and hours of operation are Monday thru Sunday from 10:00 a.m. to 10:00 p.m.

List of requirements for a portable and/or temporary food concession stands:

1. Cannot be located in a residentially zone area;
2. Each stand must be inspected by the building inspections department and meet the applicable building and fire codes;
3. Must have paved off-street parking available over and above what is required for the business to which it is adjacent;
4. If it is a portable building or trailer it must be anchored to the ground property;
5. Must meet setbacks requirements of zoning district in which it is located; and
6. Water and sewage disposable facilities must be available;
7. Health, Occupancy and Conditional Use Permits are required.

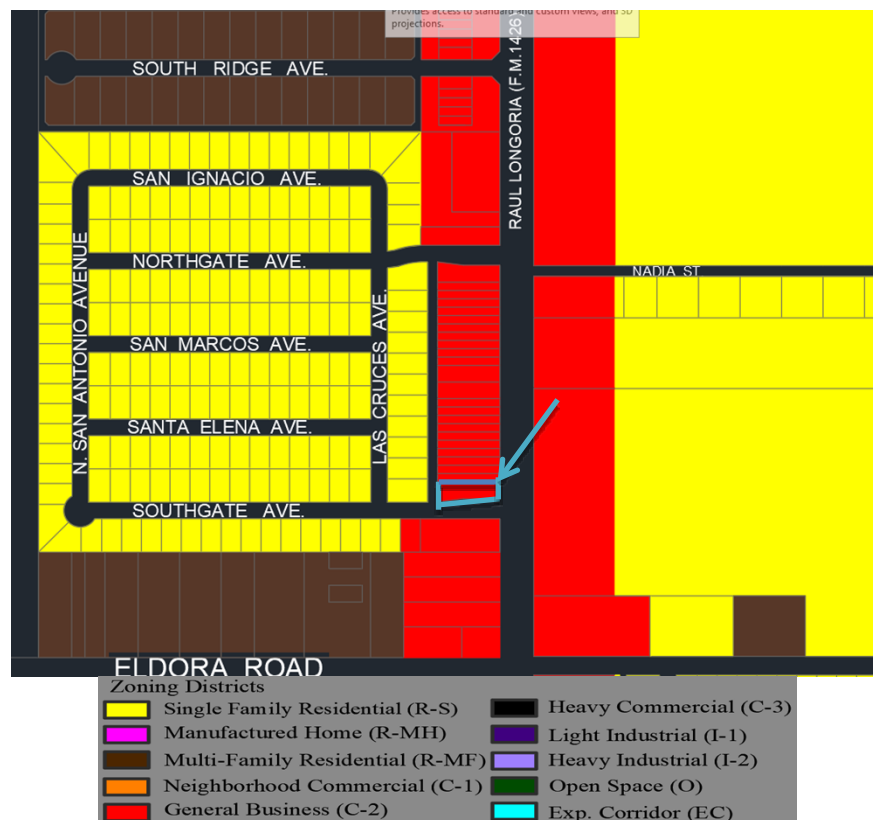
Staff mailed a notice of the public hearing before the Planning and Zoning Commission to twenty-one (21) property owners within a two hundred (200) foot radius and received no comments in favor or against the request.

ATTACHMENTS:

Location Map
Zoning Map
Pictures
List of neighboring property owners receiving notice
Ordinance



Location Map



Zoning Map



Proposed Site



ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ALLOW “TOVAR’S FOOD COURT” AT 2904 N. RAUL LONGORIA ROAD, LEGALLY DESCRIBED AS LOT 15, NORTHGATE MANOR SUBDIVISION PHASE I, 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, Cesar Tovar has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan to allow “Tovar Food Court” at 2904 N. Raul Longoria Road, legally described as Lot 15, Northgate Manor Subdivision Phase I.

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 Cesar Tovar for a Conditional Use Permit to allow “Tovar Food Court” at 2904 N. Raul Longoria Road, subject the following conditions:

1. Cannot be located in a residentially zone area;
2. Stand must be inspected by the building inspections department and meet the applicable building and fire codes;
3. Must have paved off-street parking available over and above what is required for the business to which it is adjacent;
4. If it is a portable building or trailer it must be anchored to the ground property;
5. Must meet setbacks requirements of zoning district in which it is located; and
6. Water and sewage disposable facilities must be available;
7. Health, Occupational and Conditional Use Permits are required.
8. Must obtain TxDOT permit regarding access along Raul Longoria Road.

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

PASSED and **APPROVED** on first reading on the 11th day of October, 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 Food Truck located at 2904 N. Raul Longoria, legally described as Lot 15, Northgate Manor Subdivision, as Requested by Cesar Tovar.

Tovar, Cesar
412 Casiano St.
Donna, Texas 78537

Rodriguez, Juan & Otilia
5203 Oleander Dr.
San Juan, Texas 78589

Gonzalez, Alicia
3807 San Rodrigo
Mission, Texas 78572

Guzman, Juan Carlos
308 Lilly Dr.
San Juan, Texas 78589

Moncivais, Yolanda
Estudillo, Teodoro F.
3000 Las Cruces
San Juan, Texas 78589

Fuentes, Jose A & Eva F
105 Southgate Ave
San Juan, Texas 78589

Martinez, Veronica G.
Abelardo ET AL
803 E Minnesota Rd.
San Juan, Texas 78589

Leal, Rolando
2912 Las Cruces
San Juan, Texas 78589

PSJA School District
P.O. Box Y
Pharr, Texas 78577

La Curva Taqueria LLC.
2912 N. Raul Longoria Rd.
San Juan, Texas 78589

Eguia, Esteban
2904 Las Cruces
San Juan, Texas 78589

Trevino, Ana S.
2216 Olmo St.
San Juan, Texas 78589

Fuentes, Jose A. & Eva F.
105 Southgate Ave.
San Juan, Texas 78589

Galicia, Alonso
1307 Mayfair St.
San Juan, Texas 78589

Hernandez, Jose & Denise Y.
103 Southgate Ave.
San Juan, Texas 78589

Canales, Sylvia B. & Noe F.
2916 Las Cruces
San Juan, Texas 78589

Garcia, Paula
2806 N. Raul Longoria Rd.
San Juan, Texas 78589

Alcantar Maria T. & Marco A.
2908 Las Cruces
San Juan, Texas 78589

Carlile, Gracie L Wiesehan
366 Mystic Shores Blvd.
Spring Branch, Texas 78070

Macias, Angelita & Erasmo Eddie
107 Southgate Ave.
San Juan, Texas 78589

Guerra, Juan
P.O. Box 1157
San Juan, Texas 78589

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

Consideration and Action Amending 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 Rate Schedule Sec. 13.02.051 (b) to Provide for a Monthly Brush Collection Service 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 recommendation is for approval.

PREPARED BY:

Israel Garza,
Sanitation Director

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 RATE SCHEDULE UNDER SECTION 13.02.051(B) TO PROVIDE FOR A MONTHLY BRUSH COLLECTION SERVICE 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, specifically Section 13.02.051(b), to provide for a monthly brush collection service fee for all residential and commercial buildings within the City of San Juan, Texas.

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, Subsection (b) Monthly Rate to add the 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 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	96 gallon (residential)	Once-a-week	\$17.20	1.55
	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
<u>Class IX</u>	<u>Brush Collection Service Fee (all residential and commercial buildings within the City of San Juan)</u>	<u>Per the City's adopted schedule and as amended at the City's discretion hereafter.</u>	<u>\$7.00</u>	

*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: \$75.00.
- (2) Class VIII, trailer: \$175.00.
- (3) Class IX, brush truck: \$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.

(f) Additional Residential Service Fees. Upon request, an additional container shall be provided to a class I user at 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.

(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 October, 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 October, 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

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

Hold the First Reading of the Ordinance 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 a Resolution 2022-18 accepting petition for voluntary annexation and setting dates and times for public hearings.

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

RECOMMENDATION:

Staff recommends approval of the First Reading of the Ordinance as presented by Staff.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager



ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE EXTENSION ON CERTAIN BOUNDARY LIMITS OF THE CITY OF SAN JUAN, TEXAS; AND THE VOLUNTARY ANNEXATION OF A 21.19-ACRE TRACT OF LAND OUT OF LOT 11, BLOCK 27, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, AS PER VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 356366, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

WHEREAS, Section 43.067 of the Texas Local Government Code provides for an alternate to the standard annexation proceedings where the property owner petitions for annexation; and

WHEREAS, the City Commission of the City of San Juan has decided to extend the corporate limits to include tracts of land adjacent to our present corporate limits as shown in **Exhibit "A"**; and

WHEREAS, the hereinafter described territory lies within the extraterritorial of the City of San Juan, Texas; and

WHEREAS, the territory hereinafter described contains approximately **21.19** acres of land; and

WHEREAS, a notice of the City of San Juan proposed annexation was published in a newspaper having general circulation in the City of San Juan, Texas on August 31, 2022 and September 14, 2022 and was published between 11th day and 20th day before the public hearing dates; and

WHEREAS, the first public hearing was held at 6:00 pm on September 13, 2022 at the San Juan Memorial Library, located at 1010 S. Standard Avenue, in San Juan, Texas and second public hearing was held at 6:00 pm on October 11, 2022 at San Juan Memorial Library, located at 1010 S. Standard Avenue, in San Juan, Texas so that all interested parties were provided the opportunity to be heard regarding the proposed annexation of those tracts hereinafter described; and

WHEREAS, the enclosed municipal service plan for the proposed annexation was available for public inspection and explained in response to questions asked; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SAN JUAN, THAT;

Exhibit "B"

SECTION I: The following described in **Exhibit "B"** land and territory adjacent to and adjoining the City of San Juan, Texas is hereby added and annexed to the City of San Juan, Texas, and the property herein described is altered and amended so as to include such areas within the corporate limits of the City of San Juan. The description of the property to be annexed is as follows:

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 GENERAL WARRANTY DEED 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 CLEARK'S DOCUMENT NUMBER 885325, OFFICIAL RECORES, 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 ½" IRON ROD WITH CAP STAMPED RPLS 4856 ST 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 ½" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF 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 ½" 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.

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

SECTION II: The service plan attached to this ordinance as **Exhibit “C”** and being the same service plan presented at the public hearing held regarding this annexation, is hereby approved by the City Commission of the City of San Juan, Texas provided that’s such service plan may be amended or repealed in accordance with Section 43.0672 of the Local Government Code, when in the opinion of the City Commission, changed conditions or subsequent occurrences make the plan unworkable or obsolete.

SECTION III: The herein above described property and the area so annexed shall be a part of the City of San Juan, Texas and the property so added hereby shall bear its pro rata share of taxes levied by the City of San Juan, Texas, and inhabitants thereof shall be entitled to all of the rights and privileges of the citizens of San Juan, Texas, in areas having similar characteristics of topography, land utilization and population density, and shall be bound by the acts ordinances, resolutions and regulations of the City of San Juan, Texas.

SECTION IV: The zoning of the property shall be classified as Single-Family Residence District (R-S).

SECTION V: Upon annexation of the herein above described property, the acreage within the city limits of San Juan after annexation will be increased in an amount which does not exceed the statutory limitation as set out in Chapter 43 of the Texas Local Government Code.

SECTION VI: Upon the approval of the second and final reading hereof, the City Secretary of the City of San Juan is hereby authorized and directed to cause a true and correct copy of the caption of this ordinance, including the general description of the property annexed to be published in a newspaper of general circulation in San Juan, Texas.

SECTION VII: If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a Court or competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

SECTION VIII: In accomplishing the annexation of the territory annexed by this Ordinance, the City of San Juan has strictly followed the provisions of State Law and the cases as they apply to annexations and any possible deviation from special provisions was unintentional and not material to the accomplishment of this annexation.

PASSED and **APPROVED** on first reading on the 11th day of October, 2022.

PASSED and **APPROVED** on second 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

EXHIBIT C

ANNEXATION MUNICIPAL SERVICE PLAN AGREEMENT

POLICE

Existing Services: None by the City of San Juan

Services to be provided: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of San Juan Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

FIRE PROTECTION & AMBULANCE SERVICE

Existing Services: None by the City of San Juan

Services to be provided: Fire protection will be available to the area upon annexation. Primary fire response will be provided by the San Juan Fire Department staff and personnel located at 709 S. Nebraska St., San Juan, Texas and 2301 N. Raul Longoria Ave., San Juan, Texas. Adequate fire protection activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Inspector's office as needed. Ambulance service will be provided with response to all dispatched calls and request for service on assistance within the newly annexed areas.

BUILDING INSPECTION & CODE ENFORCEMENT DIVISION

Existing Services: None by the City of San Juan

Services to be provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes with regulated building construction within the City of San Juan.

PLANNING AND ZONING

Existing Services: None by the City of San Juan

Services to be provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of San Juan Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of San Juan Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: Areas are currently being serviced by the City of San Juan

Services to be provided: Library use privileges is currently available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

The San Juan Memorial Library serves as a community resource to the citizens of San Juan and surrounding communities. The library has a collection of over 34,000 books along with a variety of DVD movies available for check out. We also provide fifty personal computers with internet access as well as MS Office and four children's computers with many fun and educational programs.

STREET

Existing Services: County Street Maintenance

Services to be provided: Maintenance to the street facilities will be provided by the City of San Juan upon the effective date of the annexation. This service can be provided within the current budget appropriation. For streets that will require major improvements the service plan will address those concerns within two and a half (2 ½) years and complete the work within four and a half (4 ½) years.

STORM WATER MANAGEMENT

Existing Services: None by the City of San Juan

Services to be provided: For new areas to be developed, developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completions. The City of San Juan will then maintain the drainage upon approval. For existing development the City will conduct public awareness and education activities on **Storm Water Management Plan** (MS4 Permit) and the **Clean Water Act**.

STREET LIGHTING

Existing Services: None by the City of San Juan

Services to be provided: The City of San Juan will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy. The City will be installing additional street lighting in areas that are below standards.

TRAFFIC ENGINEERING

Existing Services: None by the City of San Juan

Services to be provided: The City Engineer will work with Texas Department of Transportation

(TxDot) to provide, after the effective date of annexation, any additional traffic control devices, such as traffic lights and stop signs to improve the safety of traffic in the area.

WATER SERVICE

Existing Services: Areas are currently being serviced by the Military Water Supply Corporation.

Services to be provided: Water service is currently provided to the area in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: Sewer services currently being provided by on site sewer facilities (OSSF), City of San Juan.

Services to be provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: None

Services to be provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Such Services will be required no later than expiration of any current contract citizen has in effect at the time of annexation.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of San Juan established policies governing extension of municipal services to newly annexed areas.

Furthermore, the City of San Juan, Texas, finds and determines the rural nature of the area is characteristically different from other more highly developed areas within the corporate limits of the City of San Juan, Texas. Consequently, because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of San Juan, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of San Juan, TX, will undertake to perform consistent

with this contract so as to provide this newly annexed area the same type, kind and quality of service presently enjoyed by the citizens of the City of San Juan, Texas, who reside in areas of similar topography, land utilization and population.

Legal Description: Being a 21.19 acre tract of land out of Lot 11, Block 27, Alamo Land and Sugar Company's Subdivision, as per Volume 1, Pages 24-26, H.C.M.R., Hidalgo County, Texas.

EXECUTED this _____ day of _____, A.D. 2022.

Eduardo Cantu
Esponjas Development, LTD. a Texas
Limited Partnership

Acknowledgment

STATE OF TEXAS §

COUNTY OF HIDALGO §

 This instrument was acknowledged before me on the _____ day of _____, 2022.

Notary Public – State of Texas

Accepted by:

CITY OF SAN JUAN

By: _____
Benjamin Arjona, City Manager

Approved as to form:

By: _____
City Attorney

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

Variance Request to the Construction Standard Materials to Allow a Fiberglass Sewer Manholes with Concrete Foundation at Plantation Heights Subdivision, as Requested by Quintanilla, Headley and Associates, Inc.

STAFF COMMENTS AND RECOMMENDATIONS:

Quintanilla, Headley and Associates, Inc. is requesting a variance to the Construction Standards to allow fiberglass sanitary sewer manholes with concrete foundation at Plantation Heights Subdivision. The reason for this request is that the supplier company is taking five months and this would delay the project.

The subdivision plan was approved by the City Commission on February 8, 2022 with no variance requested at that time.

RECOMMENDATION:

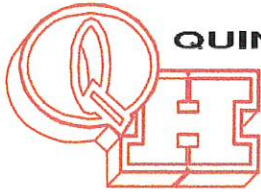
Staff recommends approval.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062

Engineering Firm Registration No. F-1513

Surveying Firm Registration No. 100411-00

Municipal & County Projects ★ Subdivisions ★ Surveys

September 29, 2022

Mr. Daniel Tijerina
Director of Planning
City of San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589

Re: Plantation Heights Subdivision

Dear Mr. Tijerina,

This letter is to inform you that the sanitary sewer manholes as required by the City are not available at the moment and according to the supplier the manufacturing company is going to take five months or longer to produce them.

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

- Allow sanitary sewer manholes fiberglass complete with concrete foundation poured in place (see attached detail).

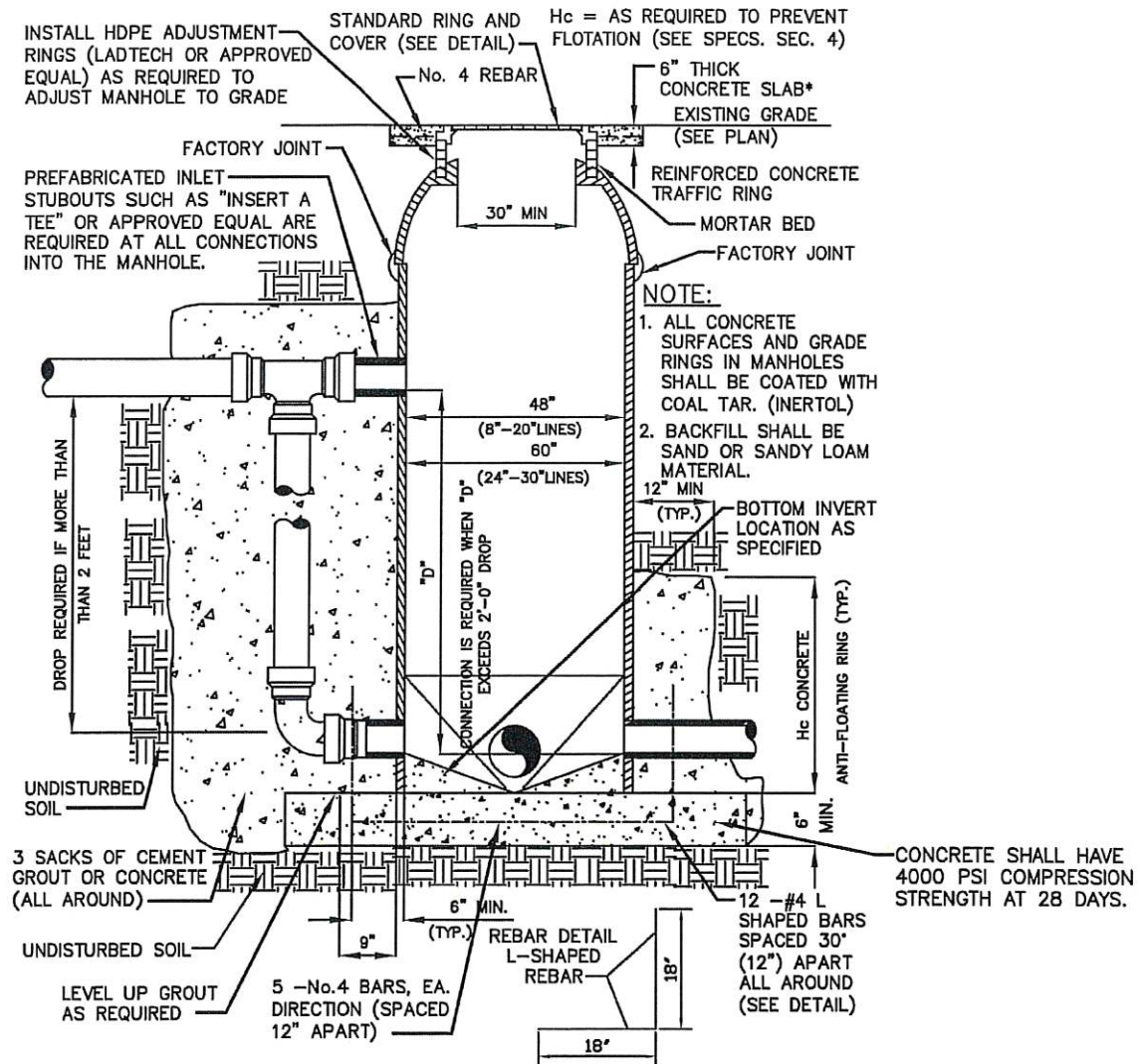
Please present this request to the City Commission for their consideration. Should you have any questions or need additional information, please feel free to contact me at (956) 381-6480.

Respectfully,

Eulalio Ramirez, P.E.
Engineer

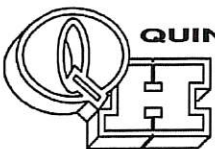
NOTE:

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



TYPICAL FIBERGLASS MANHOLE DETAIL

(NOT TO SCALE)



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

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

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

[Signature] P.E.
6-1-21

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

Discussion and Possible Action to Award RFB NO. 22-015-09-23 City of San Juan Sanitary Sewer Improvements Project.

STAFF COMMENTS AND RECOMMENDATIONS:

On Wednesday, September 7, 2022 and September 14, 2022, Staff Advertised for Bids in the Advance News Journal for RFB NO. 22-015-09-23 City of San Juan Sanitary Sewer Improvements. A Pre-Bid Conference was held on September 9, 2022 and a Bid Opening was held on September 23, 2022. In response, staff received submissions from the following contractors:

1. MJA CONSTRUCTION, LLC
2. REYA CONSTRUCTION
3. MCALLEN MULTI SERVICE

RECOMMENDATION:

TRIMAD CONSULTANTS, LLC recommends awarding the said project to MJA Construction, L.L.C. and deemed them as the lowest bidder in the amount of \$63,328.48.

PREPARED BY:

Lori Maldonado,
Purchasing Agent

APPROVED BY:

Benjamin Arjona, City
Manager



1803 MOZELLE STREET
PHARR, TEXAS 78577
TEXAS REGISTERED ENGINEERING
FIRM NUMBER F-18526

October 4, 2022

Juan Carlos Martinez
Interim Public Utilities Director
City of San Juan
700 S. Kansas Ave.
San Juan, Texas 78589

SUBJECT: City of San Juan Sanitary Sewer Improvements Project
Bid No. 22-015-09-23
Bid Tabulation Results

Dear Mr. Martinez,

TRIMAD has reviewed all bids as submitted by contractors for the above-mentioned project. Three contractors submitted a competitive bid on the project (MJA Construction, L.L.C., Reya Construction, and Mcallen Multi Service). Enclosed please find seal and sign bid tabs, and verification reference check letters. TRIMAD's opinion of probable construction cost submitted to San Juan was \$66,325.00 for the project.

After evaluation of the submitted bids TRIMAD found a discrepancy on the lowest bid submitted by MJA Construction, L.L.C. (MJA). Item 12 "Saw Cut and Remove Asphalt) has a unit item of 70 S.Y., Using this amount for the section will place the item at \$91,292.60 and the project bid at \$153,316.90. Based on our opinion of probable construction cost the item should have been near the amount of \$20.00 per SY and on-line as was submitted by the others two contractors. TRIMAD reached out to MJA on an effort for them to submit an explanation letter on this matter (attached). It is our best engineering judgement that MJA intentions on this item was to bid a Unit Bid Price of \$18.63 for a total item Amount Bid of \$1,304.18 and that the bid submitted was based on an item LUMP SUM amount. Based on MJA's historical record as submitted by their provided references with neighboring cities it is known that MJA has a favorable end-product with good quality workmanship.

TRIMAD here-by recommends MJA Construction, L.L.C. to be awarded the said project and deemed them as the lowest bidder in the amount of \$63,328.48.

If you have any questions, please contact our office.

Sincerely,
Trimad Consultants, L.L.C.
Firm Number F-18526

A handwritten signature in blue ink that reads "Ricardo Salazar".

Ricardo Salazar, P.E.
President

Attachment 1

EXPLANATION LETTER

MJA Contruction
T: 956-279-6610
F: 956-843-8357



October 3, 2022

To: Trimad Consultants, LLC
RE: City of San Juan Sanitary Sewer Imp. Project
Attn: Ricardo Salazar, P.E.

Mr. Salazar,

There was a discrepancy on my bid, line item 12. I inadvertently placed the total amount in the "per unit" box. The total amount for line item 12 is \$1,304.18 and should read \$18.63 Per SY. I'm sorry for the inconvenience this may have caused.

Thank you,

A handwritten signature in blue ink, appearing to read "Sonya A. Gonzalez", is written over a faint, light blue rectangular background.

Sonya A. Gonzalez
Managing Member

Attachment 2

REFERENCE VERIFICATION

**Reference Checks for City of San Juan Sanitary Sewer Improvements
MJA Construction, LLC
October 3, 2022**

Person contacted:

Group E Drainage Project Improvements-2018 BOND Project No. 08-19-C37-326

McAllen, Texas

Project Budget: (+/-) \$518K

Mario Cruz P.E.

Project Manager

(956) 681-1150

1. Did they meet the schedule? If not, were the delays contractor caused, or caused by other factors (owner, utilities, weather, etc).
Yes.
2. Did the Contractor initiate claims or change orders? If so, where these resolved satisfactorily with the Owner/Engineer?
Not on their end. The owner-initiated change orders.
3. Is there any reason you would not use this contractor for future work?
No reason. Very satisfied and very easy to work with.
4. Did they change project managers/superintendents during the construction period? If so, how many times and did they follow contractual requirements for these changes in personnel?
No. Started and ended with the same project manager throughout the duration of the project (4 Projects - 1 year project duration).
5. What was their safety record?
It was a good record. Inspectors did not report any safety concerns.

**Reference Checks for City of San Juan Sanitary Sewer Improvements
MJA Construction, LLC
October 3, 2022**

Person contacted:

Southeast Water and Sewer Improvements Project No. 05-20-c20-535

McAllen, Tx

Project Budget: (+/-) \$1.56M

McAllen Public Utility

Erika Gomez P.E.

Project Manager

(956) 681-1150

1. Did they meet the schedule? If not, were the delays contractor caused, or caused by other factors (owner, utilities, weather, etc).
Yes.
2. Did the Contractor initiate claims or change orders? If so, where these resolved satisfactorily with the Owner/Engineer?
No.
3. Is there any reason you would not use this contractor for future work?
No. Very happy with the work. Thorough and clean work. They are responsive. Will get them again.
4. Did they change project managers/superintendents during the construction period? If so, how many times and did they follow contractual requirements for these changes in personnel?
No.
5. What was their safety record?
No Accidents.

Reference Checks for City of San Juan Sanitary Sewer Improvements
MJA Construction, LLC
October 3, 2022

Person contacted:

7 Eleven #41785

6024 N, Cage Blv, Pharr, Tx

Project Budget: (+/-) \$200K

LS Builders

Ella Snavelly

Vice President

(956) 655-1135

1. Did they meet the schedule? If not, were the delays contractor caused, or caused by other factors (owner, utilities, weather, etc).
Yes. Met the timeline.

2. Did the Contractor initiate claims or change orders? If so, where these resolved satisfactorily with the Owner/Engineer?
Yes. They were all resolved satisfactorily.

3. Is there any reason you would not use this contractor for future work?
No.

4. Did they change project managers/superintendents during the construction period? If so, how many times and did they follow contractual requirements for these changes in personnel?
No.

5. What was their safety record?
They didn't have any incidents.

Attachment 3

BID TABULATION



**BID TABULATION
CITY OF SAN JUAN
SANITARY SEWER IMPROVEMENTS PROJECT**



BID NO.
RFB No. 22-015-09-23

PROJECT
ENG.22.007

PROJECT ENGINEER:
Ricardo Salazar, P.E.

PREPARED BY:
Fredy Carmona

CONSTRUCTION MANAGER:
Fredy Carmona

DATE PREPARED
10/4/2022

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	MJA CONSTRUCTION, LLC		REYA CONSTRUCTION		MCALLEN MULTI SERVICE	
					UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID
1	01561	Trench Excavation Safety Protection (4' to 6')	LF	93	32.50	3,022.50	150.00	13,950.00	10.00	930.00
2	01577	Sediment Control Hay Bail	EA	3	120.00	360.00	1,500.00	4,500.00	250.00	750.00
3	02509	8" PVC Gravity Sanitary Sewer Line (4' to 6')	LF	93	156.00	14,508.00	125.00	11,625.00	210.00	19,530.00
4	02082	Sanitary Sewer Manholes (4' to 6')	EA	1	7,500.00	7,500.00	5,000.00	5,000.00	18,000.00	18,000.00
5		Drop Sanitary Sewer Manholes (4' to 6')	EA	1	8,500.00	8,500.00	3,500.00	3,500.00	18,000.00	18,000.00
6	02531	Tie to Exist. Manhole	LS	1	4,000.00	4,000.00	3,500.00	3,500.00	5,000.00	5,000.00
7	02531	S.S. Service Connection	EA	2	2,250.00	4,500.00	1,800.00	3,600.00	12,000.00	24,000.00
8	-	Clean-out	EA	2	1,100.00	2,200.00	1,300.00	2,600.00	1,000.00	2,000.00
9	02520	Hot Mix Asphaltic Pavement (2")	SY	70	50.74	3,551.80	80.00	5,600.00	80.00	5,600.00
10	01025	8" Flex Base	SY	70	60.46	4,232.20	80.00	5,600.00	70.00	4,900.00
11	03310	8" Subgrade Lime Stabilized	SY	70	67.14	4,699.80	50.00	3,500.00	50.00	3,500.00
12	03315	Saw Cut and Removed Asphalt	SY	70	1,304.18	1,304.18	60.00	4,200.00	30.00	2,100.00
13	01555	Traffic Control	LS	1	2,200.00	2,200.00	2,500.00	2,500.00	5,000.00	5,000.00
14	01020	Mobilization	LS	1	1,750.00	1,750.00	5,000.00	5,000.00	1,000.00	1,000.00
15	02221	Removal of Sanitary Sewer Manhole	EA	1	1,000.00	1,000.00	7,000.00	7,000.00	3,000.00	3,000.00
TOTAL BID AMOUNT						63,328.48		81,675.00		113,310.00



Ricardo Salazar, P.E.
Project Engineer

10/4/2022
Date

City of San Juan

**City of San Juan Sanitary Sewer Improvements Project
San Juan, TX 78589**

**Attn: City of San Juan, Mr. Benjamin Arjona City Manager
Project # 22-015-09-23**

Consultant: Trimad Consultants, L.L.C.

Respectfully Submitted By:

Reya Construction

P.O. Box 470

Weslaco, TX 78599

(956)472-9112

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Bidders Qualifications

Bidders Qualifications

Page: 2

SECTION 00180
BIDDER'S QUALIFICATIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This section contains the bidder's qualifications for the project.

1.02 DEFINITIONS

- A. Refer to Section 0700

1.03 BIDDER'S EXPERIENCE

- A. Bidder shall have experience, human resources, and access to the equipment necessary for performing the project work. In addition, it is required that a minimum of 60% of the project be completed by the bidders' own workforce.
- B. Bidder shall have performed substantially the same type of work as is required in the project in its prior work experience.
- C. The successful bidder shall appoint a "competent person" of the company to be full time supervisor or superintendent at the site. The competent person must be available at all times during the pendency of the project and must be available during "off-hours".

1.04 STATEMENT OF QUALIFICATIONS AND OWNER'S REVIEW

- A. Bidder shall submit on the form furnished in this section for that purpose, a Statement of Bidder's Qualifications. The Owner shall have the right to take such steps or perform such investigations as it deems necessary to determine the ability of the bidder to perform the obligations under this Contract, and the bidder shall furnish any and all information or data requested for this purpose. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

1.05 STATEMENT OF QUALIFICATIONS FORM

Date: September 23, 2022

Proposal of Reya Construction (hereinafter called "Bidder")
a Sole Proprietor (Corporation, Partnership, LLC, LLP, etc.) organized and existing
under the laws of the State of Texas.

To the City of San Juan (hereinafter called "Owner").

Gentlemen:

The Bidder is in compliance with the Bidder's Qualifications Section(s) of the specifications for the **City of San Juan Sanitary Sewer Improvements Project**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project, hereby submits the following:

1.06 STATEMENT OF QUALIFICATIONS:

- A. Years of experience in similar type of projects
- B. Work on similar type projects: Provide a minimum of four (4) similar type projects with the following information: Project Name, Location, Type or Description of Work, Construction Cost, Reference Name and Phone Number
- C. Name of full-time superintendent and experience resume
- D. Number of employees of the bidder that will be working on the project
- E. Names of Subcontractors: Provide names of subcontractors for this project with the following information: Name, Location and Experience.
The subcontractors shall have a minimum of three (3) years of experience.
- F. Provide information of available equipment

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

Bid Bond

Bid Bond

Page: 5

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned Reya Construction as Principal, and U.S. Specialty Insurance Company as Surety, are hereby held and firmly bound unto the CITY OF SAN JUAN as OWNER in the penal sum of (5% of bid amount) for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this 23rd day of September, 2022.
(Day) (Month)

The Condition of the above obligation is such that whereas the Principal has submitted to **CITY OF SAN JUAN** a certain BID, attached hereto and hereby made a part hereof to enter a contract in writing for the construction

**CITY OF SAN JUAN SANITARY SEWER IMPROVEMENTS
PROJECT PROJECT RFB NO. 22-015-09-23**

NOW, THEREFORE,

- A) If said BID shall be rejected, or in the alternate
- B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said BID then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Reya Construction
(Principal)

Tomasa Cavazos
(Witness)

Noe Cavazos
(Title) Noe Cavazos, Owner

U.S. Specialty Insurance Company
(Surety)

E. L. Lumb
(Witness)

Nicole Schmalz
(By: Attorney-in-Fact) Nicole Schmalz

IMPORTANT - Surety companies executing BONDS must be authorized to transact business in the State where the project is located.

CITY OF SAN JUAN
SANITARY SEWER IMPROVEMENTS PROJECT
00450-2
BID BOND



**TOKIOMARINE
HCC**

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Eric Schmalz or Nicole Schmalz of Liberty Hill, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Ten Million***** Dollars (***\$10,000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

D. Littlefield

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 23rd day of September, 2022.

Corporate Seals

Bond No.

Bid Bond

Agency No.

700144



Kio Lo
Kio Lo, Assistant Secretary

U.S. Specialty Insurance Company

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

1. To obtain information or make a complaint:
2. You may contact your agent.
3. You may call the company's toll free telephone number for information or to make a complaint at:

1-800-486-6695

4. You may also write to the company at:

801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

6. You may write to the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax No. (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al:

1-800-486-6695

Usted tambien puede escribir a la compa a:

801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas al:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax No. (512) 490-1007
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA

Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Addendum

Addendum

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In the event of the award of a Contract to the undersigned, the undersigned will furnish a performance and payment bond for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract. The proposed work to be done shall be accepted when fully completed and finished in accordance with the Plan and Specifications to the satisfaction of the Engineer.

The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing for receiving bids.

Unit and lump sum prices must be shown in figures for each item listed in the Bid Proposal form. Should bid prices on any item be omitted, the right is reserved to apply the lowest prices submitted by and other bidders for the omitted items in payment for work done under this Proposal. In the event of discrepancies, the Owner reserves the right to accept or reject in formalities.

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown on the Specifications and Detail sheets.

Bidder hereby agrees to commence work under this contract within ten (10) days after notice to PROCEED is issued and complete the work within sixty-five (65) calendar days.

Receipt is hereby acknowledged of the following addenda to the Contract Document:

Addendum No. 1 dated: 9/7/22

Received: 9/7/22

Addendum No. 2 dated: 9/19/22

Received: 9/19/22

Addendum No. 3 dated: 9/23/22

Received: 9/23/22

Addendum No. 4 dated: _____

Received: _____

Addendum No. 5 dated: _____

Received: _____



ADDENDUM NO. 1

**CITY OF SAN JUAN
SANITARY SEWER IMPROVEMENTS PROJECT**

RFB NO. 22-015-09-23

Notice is hereby given to all prospective respondents of the following:

1. A Pre-Bid Conference will be held on Friday, September 9, 2022 at 10:00 a.m. at the San Juan Memorial Library located at 1010 S. Standard, San Juan, Texas 78589

**END OF ADDENDUM NO. 1
/s/Lori A. Maldonado, Purchasing Agent
SEPTEMBER 7, 2022**



**CITY OF SAN JUAN
SANITARY SEWER IMPROVEMENTS PROJECT
RFB NO. 22-015-09-23**

ADDENDUM NO. 2

Addendum Date: September 19, 2022

Notice to Bidders:

The Request for Bid (RFB) is modified as set forth in this Addendum. The Original RFB documents and any previously issued Addenda remain in effect. This addendum will be part of the contract documents and shall be included with Bid submittal. Non-receipt of addendum by bidder under no circumstances relieves bidder of obligation of compliance with the terms and conditions stated in the addendum.

Revision To The RFB: Specifications

1. Section 00210: Remove and Replace Entire Section.



Trimad Consultants, L.L.C.
Texas Firm No. 18526

Acknowledgement by Respondent:

Respondents shall acknowledge receipt of this Addendum No. 2. Submit Completed Addendum with Statement of Bid. Failure to acknowledge receipt of this addendum may render your bid "Incomplete".

Signature of Respondent

Date

END OF ADDENDUM



**CITY OF SAN JUAN
SANITARY SEWER IMPROVEMENTS PROJECT
RFB NO. 22-015-09-23**

ADDENDUM NO. 3

Addendum Date: September 22, 2022

Notice to Bidders:

The Request for Bid (RFB) is modified as set forth in this Addendum. The Original RFB documents and any previously issued Addenda remain in effect. This addendum will be part of the contract documents and shall be included with Bid submittal. Non-receipt of addendum by bidder under no circumstances relieves bidder of obligation of compliance with the terms and conditions stated in the addendum.

Revision To The RFB: Specifications

1. Section 00300: Remove and Replace Entire Section.



Trimad Consultants, L.L.C.
Texas Firm No. 18526

Acknowledgement by Respondent:

Respondents shall acknowledge receipt of this Addendum No. 3. Submit Completed Addendum with Statement of Bid. Failure to acknowledge receipt of this addendum may render your bid "Incomplete".

Signature of Respondent

9-23-22

Date

END OF ADDENDUM

Bid Proposal

Bid Proposal

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**SECTION 00300
BID PROPOSAL FORM**

**CITY OF SAN JUAN
SANITARY SEWER IMPROVEMENTS PROJECT
PROJECT NO. 22-015-09-23**

BID OPENING: SEPTEMBER 23, 2022, AT 3:00 P.M.

TO: OWNER (CITY OF SAN JUAN)

The undersigned, as bidders, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of contract, Notice to Contractors, specifications and the plans thereon referred to, and has carefully examined the plans, specification, locations, and conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer/Architect as therein set forth.

It is further agreed that quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the and contemplated, and that quantities of work, whether increased or decreased are to be performed at the unit prices set forth below or as provided in the Specifications.

It is further agreed that the lump sum prices may be increased to cover additional work ordered by the Engineer and approved by the OWNER, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood that the OWNER reserves the right to reject any and all bids.

Bidders are advised that Formal Sealed Bids are to be submitted at the Purchasing Department of San Juan City Hall. As previously instructed via Invitation, Notice to Bidders, Instructions to Bidders, and at the Pre-Bid conference, Bidders can go online to the City of San Juan web site address: www.sjtx.us to download any and all related project documents, or may obtain copies of same by contacting the office of Lori Maldonado, Purchasing Agent. Located at 709 S. Nebraska Ave., San Juan, TX 78589 or by calling (956) 223-2204 or by e-mailing your request to lmaldonado@sjtx.us. Kindly submit your **Bid** submittal at the Purchasing Department of San Juan City Hall on or before the Bid Opening date & time.

Accompanying this proposal is a certified or cashier's check or bid bond payable to the City of San Juan.

BID PROPOSAL

The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal, the bidder shall fail to execute a Contract and file a performance and payment bond within ten (10) days after its acceptance, in which case the bid security shall become the property of City of San Juan and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the bidder.

ENGINEER'S/ARCHITECT'S ESTIMATE OF QUANTITIES- APPROXIMATE ONLY

Bidder agrees to perform all work described in the specifications and shown on the plans, for the following price or prices:

TABLE 1 BID ITEM:

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
1	01561	Trench Excavation Safety Protection (4' to 6')	LF	93	\$150.00	\$13,950.00
2	01577	Sediment Control Hay Bail	EA	3	\$1,500.00	\$4,500.00
3	02509	8" PVC Gravity Sanitary Sewer Line (4' to 6')	LF	93	\$125.00	\$11,625.00
4	02082	Sanitary Sewer Manholes (4' to 6')	EA	1	\$5,000.00	\$5,000.00
5		Drop Sanitary Sewer Manholes (4' to 6')	EA	1	\$3,500.00	\$3,500.00
6	02531	Tie to Exist. Manhole	LS	1	\$3,500.00	\$3,500.00
7	02531	S.S. Service Connection	EA	2	\$1,800.00	\$3,600.00
8	-	Clean-out	EA	2	\$1,300.00	\$2,600.00
9	02520	Hot Mix Asphaltic Pavement (2")	SY	70	\$80.00	\$5,600.00

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
10	01025	8" Flex Base	SY	70	\$80.00	\$5,600.00
11	03310	8" Subgrade Lime Stabilized	SY	70	\$50.00	\$3,500.00
12	03315	Saw Cut and Removed Asphalt	SY	70	\$60.00	\$4,200.00
13	01555	Traffic Control	LS	1	\$2,500.00	\$2,500.00
14	01020	Mobilization	LS	1	\$5,000.00	\$5,000.00
15	02221	Removal of Sanitary Sewer Manhole	EA	1	\$7,000.00	\$7,000.00

BID ITEMS (1 - #) - BASE BID: \$ 81,675.00
(IN FIGURES)

SUMMARY BID TABULATION

TABLE 1 - BID ITEM A

Description	Bid Amount
BID ITEM A	
TOTAL LUMP SUM BID ITEM A:	
TOTAL AMOUNT OF BID (ITEMS 1-#) \$	81,675.00
TOTAL AMOUNT OF BID (ITEMS 1-# WRITTEN) \$	eighty-one thousand six hundred seventy-five dollars $\frac{00}{xx}$

Bid Signature Page

Bid Signature Page

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Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive any or all formalities.

Date: 9-23-22

Respectfully Submitted:

Noe Cavazos Jr. / Reya Construction

Authorized Signor:

22 JK.

Type/Print Name (Authorized Signor):

Noe Cavazos Jr.

Title:

President

Legal Company Name:

Reya Construction

(Seal - If bidder is a corporation)

Address:

Physical: 213 W. mile 11 N. Weslaco, TX 78599
Mailing: P.O. Box 470 Weslaco, TX 78599

City, State, Zip:

Weslaco, TX 78599

Business Phone:

(956) 472-9112

Cell Number:

(956) 472-9112

E-Mail Address:

noe.reyaconstruction@gmail.com

Bidder Qualifications

Bidder Qualifications

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BIDDER QUALIFICATIONS

BIDDER'S EXPERIENCE

In order to make a responsible Bid, the Bidder or the Bidder's subcontractor, must provide evidence of a minimum of four (4) successful projects, completed in the last five (5) years, for each of the criteria listed below:

- History of working with the City of San Juan
- History of working with Sanitary Sewer Systems
- History of installing at least 5,000 linear feet of 12-inch minimum diameter PVC Sanitary Sewer Pipe
- Minimum experience with Road Paving

As provided in the space below, indicate the project name, owner contact name and telephone number, date completed, and attributes of the project. All questions must be answered comprehensively.

Attach additional sheets, as necessary and include in the Bid Package.

- History of working with the City of San Juan within the last five (5) years:

Project Name / Owner / Contact and Phone No. / Completion Date / Project Description

1) Repair Emergency Manhole and Stub
out on Moore St. // city of San Juan/
Southern Trenchless / Mario Salazar (956) 245-
1998

2) Eldora Rd. and I Road Subdivision
R.E. Garcia / Santiago Aguilar - City of
San Juan.

3)

4)

• History of working with Sanitary Sewer Systems within the last five (5) years:

Project Name / Owner / Contact and Phone No. / Completion Date / Project Description

1) Hidalgo Infrastructure Project. 15,000 LF
water and Sewer. City of Hidalgo
Tuan Sanchez (956) 239-3315

2) City of Weslaco Manhole Replacement
x 2 17' - 20' Deep. Marcelo Cosme
(956) 532-8342

3) City of Laredo 10,000 LF 12"
Sewer line Taire closure (956) 206-8626

4) City of Lavilla Subdivision David
Aleniz (956) 351-1247

- History of installing at least 5,000 linear feet of 12-inch minimum diameter PVC Sanitary Sewer Pipe

Project Name / Owner / Contact and Phone No. / Completion Date / Project Description

1) Hidalgo Sewer Infrastructure Project
15,000 LF city of Hidalgo. Juan Sanchez
(956) 239-3315

2) City of Laredo North Park 10,000 LF
12" sewer line Jaime closner (956) 208-8626

3)

4)

- **Experience with Road Paving within the last five (5) years:**

Project Name / Owner / Contact and Phone No. / Completion Date / Project Description

- 1) City of Westlaco Marcelo Cosme
(956) 532-8342
- 2) City of La Villa Paving throughout city.
David Alaniz (956) 351-1247
- 3)
- 4)

SCORING SYSTEM PANNEL IS TO BE EVALUATED BASED ON EXPERIENCE AND BACKGROUND IN WORKING WITH THE CITY OF SAN JUAN. BIDDER WITH THE HIGHEST SCORE COUNT WILL BE SELECTED AND AWARDED THE PROJECT.

END OF SECTION

Certificate of Insurances

Certificate of Insurances

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2022

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

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

PRODUCER Rogelio Salinas Salinas Insurance Agency 406 S. Gray Lane Ave Weslaco, Texas 78596	CONTACT NAME: Rogelio Salinas PHONE (A/C No. Ext): 956-351-5819 FAX (A/C No.): 956-351-5902 E-MAIL ADDRESS: rsalinas.insurance@yahoo.com														
INSURED NOE CAVAZOS JR DBA: REYA CONSTRUCTION P.O. BOX 470 Weslaco, Texas 78596	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D: TEXAS MUTUAL</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D: TEXAS MUTUAL		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A:															
INSURER B:															
INSURER C:															
INSURER D: TEXAS MUTUAL															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0002047790	05/16/2022	05/16/2023	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000.00 E.L. DISEASE - EA EMPLOYEE \$ 500,000.00 E.L. DISEASE - POLICY LIMIT \$ 500,000.00

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

CERTIFICATE HOLDER**CANCELLATION**

City Of San Juan
709 S. Nebraska Ave
San Juan, Texas 78589

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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EVANSTON INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: 3AA567223

☐ "X" If Supplemental Declarations Is Attached

RETROACTIVE DATE

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE: None

(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

LIMITS OF INSURANCE

General Aggregate Limit (other than Products/Completed Operations)	\$ 2,000,000	
Products/Completed Operations Aggregate Limit	\$ Included	
Personal and Advertising Injury Limit	\$ 1,000,000	Any One Person or Organization
Each Occurrence Limit	\$ 1,000,000	
Damage to Premises Rented to You Limit	\$ 100,000	Any One Premises
Medical Expense Limit	\$ 5,000	Any One Person

ALL PREMISES YOU OWN, RENT OR OCCUPY

Loc. No. ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

1 213 W Mile 11 N, Weslaco, TX, 78599

CLASSIFICATION AND PREMIUM

Loc. No	Code No. Classification	Rating Basis	Premium Basis	Other Basis	Rate		Advance Premium	
					Pr/Co	All Other	Pr/Co	All Other
1	97047 Landscape Gardening	Per \$1,000 of Gross Sales	150,000		Incl.	\$3.37	Incl.	\$506
1	91585 Contractors - subcontracted work - in connection with construction, reconstruction, repair or erection of buildings - Not Otherwise Classified	Per \$1,000 of Total Cost	Incl.		Incl.	Incl.	Incl.	Incl.
1	91583 Contractors - subcontracted work - in connection with building construction, reconstruction, repair or erection - one or two family dwellings	Per \$1,000 of Total Cost	Incl.		Incl.	Incl.	Incl.	Incl.
	Markel contractors bundle - CG 20 01 MEGL 0241-01	Percent of rate	Incl.			Incl.		Incl.

**SECTION 00300
BID PROPOSAL FORM**

**CITY OF SAN JUAN
SANITARY SEWER IMPROVEMENTS PROJECT
PROJECT NO. 22-015-09-23**

BID OPENING: SEPTEMBER 23, 2022, AT 3:00 P.M.

TO: OWNER (CITY OF SAN JUAN)

The undersigned, as bidders, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of contract, Notice to Contractors, specifications and the plans thereon referred to, and has carefully examined the plans, specification, locations, and conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer/Architect as therein set forth.

It is further agreed that quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the and contemplated, and that quantities of work, whether increased or decreased are to be performed at the unit prices set forth below or as provided in the Specifications.

It is further agreed that the lump sum prices may be increased to cover additional work ordered by the Engineer and approved by the OWNER, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood that the OWNER reserves the right to reject any and all bids.

Bidders are advised that Formal Sealed Bids are to be submitted at the Purchasing Department of San Juan City Hall. As previously instructed via Invitation, Notice to Bidders, Instructions to Bidders, and at the Pre-Bid conference, Bidders can go online to the City of San Juan web site address: www.sjtx.us to download any and all related project documents, or may obtain copies of same by contacting the office of Lori Maldonado, Purchasing Agent. Located at 709 S. Nebraska Ave., San Juan, TX 78589 or by calling (956) 223-2204 or by e-mailing your request to lmaldonado@sjtx.us. Kindly submit your **Bid** submittal at the Purchasing Department of San Juan City Hall on or before the Bid Opening date & time.

Accompanying this proposal is a certified or cashier's check or bid bond payable to the City of San Juan.

BID PROPOSAL

The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal, the bidder shall fail to execute a Contract and file a performance and payment bond within ten (10) days after its acceptance, in which case the bid security shall become the property of City of San Juan and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the bidder.

ENGINEER'S/ARCHITECT'S ESTIMATE OF QUANTITIES- APPROXIMATE ONLY

Bidder agrees to perform all work described in the specifications and shown on the plans, for the following price or prices:

TABLE 1 BID ITEM:

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
1	01561	Trench Excavation Safety Protection (4' to 6')	LF	93	\$32.50	\$3,022.50
2	01577	Sediment Control Hay Bail	EA	3	\$120.00	\$360.00
3	02509	8" PVC Gravity Sanitary Sewer Line (4' to 6')	LF	93	\$156.00	\$14,508.00
4	02082	Sanitary Sewer Manholes (4' to 6')	EA	1	\$7,500.00	\$7,500.00
5		Drop Sanitary Sewer Manholes (4' to 6')	EA	1	\$8,500.00	\$8,500.00
6	02531	Tie to Exist. Manhole	LS	1	\$4,000.00	\$4,000.00
7	02531	S.S. Service Connection	EA	2	\$2,250.00	\$4,500.00
8	-	Clean-out	EA	2	\$1,100.00	\$2,200.00
9	02520	Hot Mix Asphaltic Pavement (2")	SY	70	\$50.74	\$3,551.80

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
10	01025	8" Flex Base	SY	70	\$60.46	\$4,232.20
11	03310	8" Subgrade Lime Stabilized	SY	70	\$67.14	\$4,699.80
12	03315	Saw Cut and Removed Asphalt	SY	70	\$1,304.18	\$1,304.18
13	01555	Traffic Control	LS	1	\$2,200.00	\$2,200.00
14	01020	Mobilization	LS	1	\$1,750.00	\$1,750.00
15	02221	Removal of Sanitary Sewer Manhole	EA	1	\$1,000.00	\$1,000.00

BID ITEMS(1-#)-BASE BID: \$ \$63,328.48
(IN FIGURES)

SUMMARY BID TABULATION

TABLE 1 - BID ITEM A

Description	Bid Amount
BID ITEM A	
TOTAL LUMP SUM BID ITEM A:	
TOTAL AMOUNT OF BID (ITEMS 1-#) \$	\$63,328.48
TOTAL AMOUNT OF BID (ITEMS 1-# WRITTEN) \$	Sixty Three Thousand Three Hundred Twenty Eight Dollars and Forty Eight Cents

In the event of the award of a Contract to the undersigned, the undersigned will furnish a performance and payment bond for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract. The proposed work to be done shall be accepted when fully completed and finished in accordance with the Plan and Specifications to the satisfaction of the Engineer.

The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing for receiving bids.

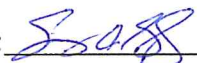
Unit and lump sum prices must be shown in figures for each item listed in the Bid Proposal form. Should bid prices on any item be omitted, the right is reserved to apply the lowest prices submitted by and other bidders for the omitted items in payment for work done under this Proposal. In the event of discrepancies, the Owner reserves the right to accept or reject in formalities.

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown on the Specifications and Detail sheets.

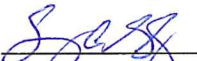
Bidder hereby agrees to commence work under this contract within **ten (10) days** after notice to PROCEED is issued and complete the work within **sixty-five (65) calendar days**.

Receipt is hereby acknowledged of the following addenda to the Contract Document:

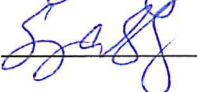
Addendum No. 1 dated: September 7, 2022

Received:  09/21/22

Addendum No. 2 dated: September 19, 2022

Received:  09/21/22

Addendum No. 3 dated: September 22, 2022

Received:  09/21/22

Addendum No. 4 dated: _____

Received: _____

Addendum No. 5 dated: _____

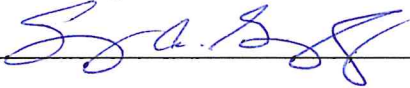
Received: _____

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive any or all formalities.

Date: 09/23/2022

Respectfully Submitted:

Authorized Signor:



Type/Print Name (Authorized Signor):

Sonya A. Gonzalez

Title:

General Managing Member

Legal Company Name:

M.J.A. Construction, LLC

(Seal - If bidder is a corporation)

Address:

3100 Hackberry Ave.

City, State, Zip:

Mission, Texas, 78574

Business Phone:

956-279-6610

Cell Number:

956-279-6610

E-Mail Address:

SGA6610@gmail.com

BIDDER QUALIFICATIONS

BIDDER'S EXPERIENCE

In order to make a responsible Bid, the Bidder or the Bidder's subcontractor, must provide evidence of a minimum of four (4) successful projects, completed in the last five (5) years, for the criteria listed below:

- History of working with Sanitary Sewer Systems

As provided in the space below, indicate the project name, owner contact name and telephone number, date completed, and attributes of the project. All questions must be answered comprehensively.

Attach additional sheets, as necessary and include in the Bid Package.

- **History of working with Sanitary Sewer Systems within the last five (5) years:**

Project Name / Owner / Contact and Phone No. / Completion Date / Project Description

1)

Plena Vista Subdivision Sanitary Sewer Improvements

City of Alamo, 420 N. Tower Road, Alamo, Texas 78516, 956-787-0006 bsalinas@alamotexas.org

Bobby Salinas or Julio Villarreal. Completed 03/28/2018. Sanitary Sewer Improvements: Install 4000LF of SS, manholes, and service connections. Saw cut, compacted caliche and repaired asphalt crossings on Moore and Alamo Road and inside a residential subdivision. Installed manholes and sewer line along Alamo Rd.

2)

Group E Drainage Project Improvements-2018 BOND Project No. 08-19-C37-326

City of McAllen Contact: Mario Cruz P.E., mcruz@mcallen.net 956-681-1150

Project consisted of installing 18"-36" RCP, Type A & F inlets, Type M manholes, junction boxes, install valley gutters, concrete curb and gutter, subgrade, flexbase and 2" HMAC paving. This job also consisted of change orders that included removing and replacing existing waterlines and gate valves and sanitary sewer lines and manholes. This work was done on several residential streets within the city. Completed 07/2020.

3)

Southeast Water and Sewer Improvements Project No. 05-20-C20-535

Owner: McAllen Public Utility Contact: Erika Gomez P.E., egomez@mcallen.net 956-681-1150

Ext.1771. Project consisted of installing 12" waterline, 12" Fusible waterline by directional drilling, bore and jack 24" steel casing, install Gate valves, air release valves, install 8" sanitary sewer line, 16" casing by bore and jack, 8" fusible pipe, sanitary sewer manholes, 2" air release valves and drop connection for sanitary sewer line. 07/2021

4)

7-Eleven #41785, 6024 N. Cage Blvd, Pharr, Tx. 78577 Sewer & Waterline Utility Work

395 LF sewer distribution-8" sewerline, 10ft deep, 3 -4' manholes (6-12'), 80 LF of 6" sewer line

800 LF of 12" PVC waterline including all fittings, 9 - 12" gate valves, 90s, 45s and tees and

3 fire hydrant assembly. Contact: Jorge Silva 956-250-6495 w/ LS Builders. Completed

7/2022

SECTION 00210
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This section contains the instructions to bidders for the project

1.02 DEFINITIONS

- A. Refer to Section 0700

1.03 DOCUMENTS

- A. Contract Documents, including Drawings and Technical Specifications are on file online at the City of San Juan web site address: www.sjtx.us and at the Purchasing Department of San Juan City Hall located at 709 S. Nebraska Ave., San Juan, TX 78589.
- B. Bidder should thoroughly examine and become familiar with the Bid Solicitation/Contract Documents, including, but not limited to, the plans, specifications, and any issued addendum(s). By execution of the Contract, the Bidder (Contractor) shall be responsible for any and all obligations under the Contract and failure by Contractor to become acquainted with the Contract Documents will not relieve Contractor from such obligations.

1.04 ADDENDA AND INTERPRETATIONS:

- A. No interpretations of the meaning of the plans, specifications, or other bid solicitation documents will be made orally to any bidder. Every request for such interpretation should be emailed to lmaldonado@sjtx.us and must be received at least five (5) days prior to the date fixed for the opening of bids to be given consideration. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be sent via facsimile, mailed by regular mail, and/or e-mailed. All addenda shall be posted on our website and emailed to the respective bidder no later than two (2) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

1.05 NOTICES

- A. The City of San Juan (Owner) reserves the right to accept or reject bids submitted waive formalities in bidding; accept the bid deemed most advantageous to the City of San Juan
- B. Bids may be held by the Owner for a period not to exceed **ninety (90) days** from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award
- C. The Owner is an Affirmative Action and Equal Opportunity Employer
- D. Small and minority firms are encouraged to submit bids for this project

1.06 PREPARATION OF BID AND USE OF SEPARATE BID FORMS:

- A. These Contract and Specifications includes a complete set of bidding forms which are for the convenience of the bidders. Bid forms furnished in this document shall be copied by the bidder and should be filled in and submitted with all values completed in ink.

- B. The use of subcontractors is allowed; however, the bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the owner.

1.07 MODIFICATION

- A. Bidder shall not modify bid by fax or other method at any time prior to the schedule closing time for receipt of bids.

1.08 METHOD OF BIDDING (UNIT PRICES) WHERE APPLICABLE:

- A. The unit prices for each of the several items in the proposal of each bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the requirement may be rejected as informal. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increases or decreases in quantities, nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five (25%) percent, except for work not covered in the drawings and technical specifications and the Standard General Conditions for Construction Contract of agreement.

1.09 AWARDING OF CONTRACT

- A. This Project will be awarded to the best qualified contractor that provides the lowest responsible base bid including alternates selected to be within budget.
- B. Bidders must include all deductive and alternative bids pricing as specified.
- C. Incomplete Bids will not be considered.
- D. If there is discrepancy between price quoted by written words or figures, the price quoted by words will govern.

1.10 SELECTION

- A. Selection shall be based on the responsible offeror whose proposal is determined to be the most advantageous to the City of San Juan considering the relative importance of evaluation factors included in this RFP.
- B. The City shall select the offeror that offers the best value for the City based on the published selection criteria and on its ranking evaluation. The City shall first attempt to negotiate a contract with the selected offeror. The City and its engineer or architect may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the City is unable to negotiate a contract with the selected offeror, the City shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.
- C. In determining best value for the City, the City is not restricted to considering price alone, but may consider any other factor stated in the selection criteria.
- D. Bidders must include all allowances, deductive, add, and/or alternative bid pricing as specified.

- E. A proposal will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate proposals, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind.

1.11 BID SECURITY:

- A. Each bidder shall furnish a bid guarantee equivalent to five percent of the bid price (Water Code 17.183) by certified check, certified cashier's check, or a bid bond. If a bid bond is provided, the Contractor shall utilize a surety company which is authorized to do business in Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code.
- B. Such certified checks, cashier's checks, or bid bonds will be returned to all except the three lowest bidders within five (5) days after the opening of bids, and the remaining certified checks, cashier's checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract or if no award has been made, within ninety (90) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.
- C. Liquidated damages for failure to enter into contract: The successful bidder, upon his failure or refusal to execute and deliver the contract and insurance certificates required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

1.12 PROJECT BONDING

- A. On all contracts that will equal to or exceed \$100,000.00, the performance bond and the payment bond must be provided from a surety that is licensed in the State of Texas.
- B. In the event that the contract amount total(s) \$50,000 or less, the successful contractor has the option to enter into a single payment contract with the City of San Juan in lieu of a Performance Bond, provided that no money shall be paid to the contractor until completion of the work by the contractor and acceptance of same by the City of San Juan. In the event that the total amount bid is \$25,000 or less, the successful contractor has the option to enter into a single payment contract with the City of San Juan in lieu of a Payment and Performance Bond(s).
- C. Required performance bond must be written in the amount of 100% of the Contract amount.
- D. Required payment bond must be written in the amount of 100% of the Contract amount.
- E. All project(s) stemming from this contract will require a warranty on maintenance and defects to begin at acceptance of the project(s) and for the duration of a minimum one (1) year unless otherwise noted for a longer term.

1.13 TIME OF COMPLETION AND LIQUIDATED DAMAGES:

- A. Bidder must agree to commence work within ten (10) days of the written "Notice to Proceed" from the Owner and to complete the project within sixty-five (65) calendar days thereafter.
- B. Bidder must agree also to pay as liquidated damages the sum of five hundred dollars and fifty (\$550) per day for each consecutive calendar day thereafter as provided in the general conditions.

1.14 CONDITIONS OF WORK:

- A. Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other Contractor.

1.15 INSPECTION OF SITE:

- A. Bidder should visit the site(s) of the proposed work and become fully acquainted with the existing conditions of the site and with the facilities involved, with a special consideration to the difficulties and restrictions attending the performance of the Contract.

1.16 PAYMENT REQUESTS

- A. Contractor shall be expected to invoice the City of San Juan, at the awarded unit price(s), on a per project basis for completed items. All invoices shall reflect appropriate Purchase Order Number(s) as designated by the Purchasing Department.
 - a. Contractor shall be expected to state on the request for payment (invoice) the Purchase Order Number, Project Number, Title of Project, the date(s) work was performed, the proper address where the work was performed, the type of work performed (line-item descriptions), the quantity of work as per the unit of measure, the unit price, and the extended cost.

1.17 CHAPTER 2252.152 TEXAS GOVERNMENT CODE

TEXAS GOVERNMENT CODE CHAPTER 2252.152 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED

- A. In accordance with Chapter 2252.152 of the Texas Government Code, Bidder is to acknowledge that Bidder does not engage in business with Iran, Sudan or any foreign terrorist organization and Bidder is not listed by the Texas Comptroller as a terrorist organization.

1.18 CHAPTER 2270 TEXAS GOVERNMENT CODE

TEXAS GOVERNMENT CODE CHAPTER 2270 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- A. "In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract.

Sample Wording: "Bidder hereby Acknowledges the Prohibition of Contracts with Foreign Terrorist Organizations and with the Boycotting of Israel. The signatory executing this contract on behalf of company hereby verifies that the company is not on the Texas Comptroller's list of terrorist organizations, is not engaged in business with Iran, Sudan or any foreign terrorist organization and will not boycott Israel throughout the term of this contract." (To be submitted on company letterhead with authorized signor(s) signature(s)).

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

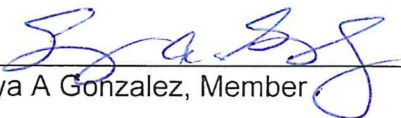
THAT MJA Construction, LLC as Principal, and Lexington National Insurance Corporation as Surety, are held and firmly bound unto The City of San Juan, as Obligee, in the full and just sum of Five Percent of the Greatest Amount Bid (\$5% G.A.B.) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is hereby submitting its proposal for:
The City of San Juan - Sanitary Sewer Improvements Project

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

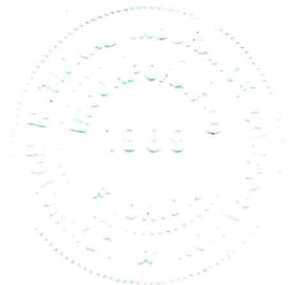
Signed, sealed and delivered September 23, 2022.

MJA Construction, LLC
PRINCIPAL

By: 
Sonya A Gonzalez, Member

Lexington National Insurance Corporation

By:  (SEAL)
James K Swindle, Attorney-In-Fact



POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

James K. Swindle

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$1,500,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, President



State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

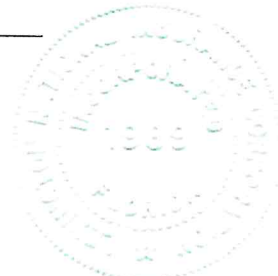
Commission Expires: 05/23/24


Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 23rd day of September, 2022

Corporate Seal:


Lisa R. Slater, Secretary



ADDENDUM NO. 1

**CITY OF SAN JUAN
SANITARY SEWER IMPROVEMENTS PROJECT**

RFB NO. 22-015-09-23

Notice is hereby given to all prospective respondents of the following:

1. A Pre-Bid Conference will be held on Friday, September 9, 2022 at 10:00 a.m. at the San Juan Memorial Library located at 1010 S. Standard, San Juan, Texas 78589

END OF ADDENDUM NO. 1
/s/Lori A. Maldonado, Purchasing Agent
SEPTEMBER 7, 2022

Lori A. Maldonado 9/21/2022



**CITY OF SAN JUAN
SANITARY SEWER IMPROVEMENTS PROJECT
RFB NO. 22-015-09-23**

ADDENDUM NO. 2

Addendum Date: September 19, 2022

Notice to Bidders:

The Request for Bid (RFB) is modified as set forth in this Addendum. The Original RFB documents and any previously issued Addenda remain in effect. This addendum will be part of the contract documents and shall be included with Bid submittal. Non-receipt of addendum by bidder under no circumstances relieves bidder of obligation of compliance with the terms and conditions stated in the addendum.

Revision To The RFB: Specifications

1. Section 00210: Remove and Replace Entire Section.
-



Trimad Consultants, L.L.C.
Texas Firm No. 18526

Acknowledgement by Respondent:

Respondents shall acknowledge receipt of this Addendum No. 2. Submit Completed Addendum with Statement of Bid. Failure to acknowledge receipt of this addendum may render your bid "Incomplete".

Signature of Respondent

Date

END OF ADDENDUM



**CITY OF SAN JUAN
SANITARY SEWER IMPROVEMENTS PROJECT
RFB NO. 22-015-09-23**

ADDENDUM NO. 3

Addendum Date: September 22, 2022

Notice to Bidders:

The Request for Bid (RFB) is modified as set forth in this Addendum. The Original RFB documents and any previously issued Addenda remain in effect. This addendum will be part of the contract documents and shall be included with Bid submittal. Non-receipt of addendum by bidder under no circumstances relieves bidder of obligation of compliance with the terms and conditions stated in the addendum.

Revision To The RFB: Specifications

1. Section 00300: Remove and Replace Entire Section.
-



Trimad Consultants, L.L.C.
Texas Firm No. 18526

Acknowledgement by Respondent:

Respondents shall acknowledge receipt of this Addendum No. 3. Submit Completed Addendum with Statement of Bid. Failure to acknowledge receipt of this addendum may render your bid "Incomplete".

Signature of Respondent

Date

END OF ADDENDUM

**SECTION 00300
BID PROPOSAL FORM**

**CITY OF SAN JUAN
SANITARY SEWER IMPROVEMENTS PROJECT
PROJECT NO. 22-015-09-23**

BID OPENING: SEPTEMBER 23, 2022, AT 3:00 P.M.

TO: OWNER (CITY OF SAN JUAN)

The undersigned, as bidders, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of contract, Notice to Contractors, specifications and the plans thereon referred to, and has carefully examined the plans, specification, locations, and conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer/Architect as therein set forth.

It is further agreed that quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the and contemplated, and that quantities of work, whether increased or decreased are to be performed at the unit prices set forth below or as provided in the Specifications.

It is further agreed that the lump sum prices may be increased to cover additional work ordered by the Engineer and approved by the OWNER, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood that the OWNER reserves the right to reject any and all bids.

Bidders are advised that Formal Sealed Bids are to be submitted at the Purchasing Department of San Juan City Hall. As previously instructed via Invitation, Notice to Bidders, Instructions to Bidders, and at the Pre-Bid conference, Bidders can go online to the City of San Juan web site address: www.sjtx.us to download any and all related project documents, or may obtain copies of same by contacting the office of Lori Maldonado, Purchasing Agent. Located at 709 S. Nebraska Ave., San Juan, TX 78589 or by calling (956) 223-2204 or by e-mailing your request to lmaldonado@sjtx.us. Kindly submit your **Bid** submittal at the Purchasing Department of San Juan City Hall on or before the Bid Opening date & time.

Accompanying this proposal is a certified or cashier's check or bid bond payable to the City of San Juan.

BID PROPOSAL

The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal, the bidder shall fail to execute a Contract and file a performance and payment bond within ten (10) days after its acceptance, in which case the bid security shall become the property of City of San Juan and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the bidder.

ENGINEER'S/ARCHITECT'S ESTIMATE OF QUANTITIES- APPROXIMATE ONLY

Bidder agrees to perform all work described in the specifications and shown on the plans, for the following price or prices:

TABLE 1 BID ITEM :

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
1	01561	Trench Excavation Safety Protection (4' to 6')	LF	93	12.00	930.00
2	01577	Sediment Control Hay Bail	EA	3	250.00	750.00
3	02509	8" PVC Gravity Sanitary Sewer Line (4' to 6')	LF	93	210.00	19,530.00
4	02082	Sanitary Sewer Manholes (4' to 6')	EA	1	18,000.00	18,000.00
5		Drop Sanitary Sewer Manholes (4' to 6')	EA	1	18,000.00	18,000.00
6	02531	Tie to Exist. Manhole	LS	1	5,000.00	5,000.00
7	02531	S.S. Service Connection	EA	2	12,000.00	24,000.00
8	-	Clean-out	EA	2	1,000.00	2,000.00
9	02520	Hot Mix Asphaltic Pavement (2")	SY	70	80.00	5,600.00

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
10	01025	8" Flex Base	SY	70	70.00	4,900.00
11	03310	8" Subgrade Lime Stabilized	SY	70	50.00	3,500.00
12	03315	Saw Cut and Removed Asphalt	SY	70	30.00	2,100.00
13	01555	Traffic Control	LS	1	5,000.00	5,000.00
14	01020	Mobilization	LS	1	1,000.00	1,000.00
15	02221	Removal of Sanitary Sewer Manhole	EA	1	3,000.00	3,000.00

BID ITEMS (1 -#)-BASE BID: \$ 113,310.00
(IN FIGURES)

SUMMARY BID TABULATION

TABLE 1 - BID ITEM A

Description	Bid Amount
BID ITEM A	
TOTAL LUMP SUM BID ITEM A:	

TOTAL AMOUNT OF BID (ITEMS 1-#) \$ 113,310.00

TOTAL AMOUNT OF BID (ITEMS 1-# WRITTEN) \$ One hundred thirteen thousand, three hundred ten dollars - 00 cents.

In the event of the award of a Contract to the undersigned, the undersigned will furnish a performance and payment bond for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract. The proposed work to be done shall be accepted when fully completed and finished in accordance with the Plan and Specifications to the satisfaction of the Engineer.

The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing for receiving bids.

Unit and lump sum prices must be shown in figures for each item listed in the Bid Proposal form. Should bid prices on any item be omitted, the right is reserved to apply the lowest prices submitted by and other bidders for the omitted items in payment for work done under this Proposal. In the event of discrepancies, the Owner reserves the right to accept or reject in formalities.

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown on the Specifications and Detail sheets.

Bidder hereby agrees to commence work under this contract within ten (10) days after notice to PROCEED is issued and complete the work within sixty-five (65) calendar days.

Receipt is hereby acknowledged of the following addenda to the Contract Document:

Addendum No. 1 dated: 9-7-2022

Received: 

Addendum No. 2 dated: 9-19-2022

Received: 

Addendum No. 3 dated: 9-22-2022

Received: 

Addendum No. 4 dated: _____

Received: _____

Addendum No. 5 dated: _____

Received: _____

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive any or all formalities.

Date: 9-23-2022

Respectfully Submitted:

McAhan Multi Service

Authorized Signor:

G. M.

Type/Print Name (Authorized Signor):

Gabriel Carrillo

Title:

G.M.

Legal Company Name:

McAhan Multi Service

(Seal - If bidder is a corporation)

Address:

P.O. Box 4420

City, State, Zip:

M. Ahan, TX 78502

Business Phone:

956-793-6363

Cell Number:

E-Mail Address:

gabriel@mcAhanMultiService.com

McAllen Multi-Service
P.O. Box 4428
McAllen, Texas 78502

Project Name:	Stonewood Estates Subdivision
Description:	Installation of RCP, domestic waterline, and HMAC
General Contractor:	McAllen Multi Service P.O. Box 4428 McAllen Multi Service
Engineer:	Altex Engineering Juan Alonzo, Jr., P.E.
Contract Amount:	\$ 1,136,740.90
Completion Date:	December, 2022
Project Name:	City of San Juan Force Main Package B
Description:	Installation of FM, bores, and HMAC repairs for The City of San Juan
General Contractor:	McAllen Multi Service P.O. Box 4428 McAllen Multi Service
Engineer:	Cruz-Hogan Consultants Marcus Cruz, P.E.
Contract Amount:	\$ 754,700.00
Completion Date:	October, 2022
Project Name:	Northwood Trails Subdivision
Description:	Installation of water, sanitary sewer and storm sewer for new Northwood Trails Subdiviison in McAllen, Texas.
General Contractor:	United Contracting 4616 North Conway Mission, Texas
Contact:	Andy Sanchez 956-519-3246
Contract Amount:	\$ 617,693.00
Completion Date:	March, 2022
Project Name:	South Texas College RCPSE Drainage Improvements
Description:	Installation of storm sewer system along with an irrigation system
General Contractor:	McAllen Multi Service P.O. Box 4428 McAllen, Texas 78502
Engineer	Perez Consulting Engineers David Perez, P.E.
Contract Amount:	\$ 113,500.00
Completion Date:	November, 2021
Project Name:	City of Brownsville CIP Street Improvements Project
Description:	Installation of gravity sanitary sewer, manholes and service connections Installation of waterline, fire hydrants and service connections
General Contractor:	G&T Paving 2005 Mercedes Road Brownsville, Texas
Contact:	Roel Juarez 956-546-3633
Contract Amount:	\$ 667,360.00
Completion Date:	July, 2021

Project Name: VMUD No. 1 Sanitary Sewer and Waterline Improvements Project (Bolivar Avenue)
Description: Installation of 12" and 18" gravity sewer with service connections and manholes.
Installation of 8" and 4" waterline with service connections and fire hydrants.
General Contractor: R.M. Walsdorf
10155 Old SH 48
Brownsville, Texas
Contact: Richard Ocañas
956-831-3984
Contract Amount: \$ 155,364.00
Completion Date: August, 2020

Project Name: South Texas College Mid Valley Campus Drainage and Asphalt Project
Description: Drainage System with Asphalt Repair and Asphalt Resurfacing
General Contractor: McAllen Multi-Servicce
P.O. Box 4428
McAllen, Texas 78502
Engineer: Perez Consulting Engineers
David Perez, P.E.
Contract Amount: \$ 522,279.50
Completion Date: August, 2020

Project Name: Westway Subdivision, Phase 2
Description: Installation of 12" gravity sanitary sewer system
General Contractor: Jimmy Closner & Sons
2171 FM 491
Mercedes, Texas 78570
Engineer: JCS Engineering
Bobby Closner, P.E.
Contract Amount: \$ 86,000.00
Completion Date: May, 2020

Project Name: Palm Valley Drainage Improvements
Description: Installation of 36" and 18" RCP, Manholes, Inlets
General Contractor: McAllen Multi-Service, LLC
P.O. Box 4428
McAllen, Texas 78502
Engineer: Ferris, Flinn & Medina
David Flinn, P.E.
Contract Amount: \$ 145,000.00
Completion Date: February, 2020

Project Name: 2018 Raymondville Drainage Improvements
Description: Installation of 36", 30" and 18" RCP, Manholes, Inlets
General Contractor: Clore Construction, LLC
21220 FM 1420
Harlingen, Texas
Contact: Geoff Clore
956-748-4713
Contract Amount: \$ 68,045.00
Completion Date: November, 2019

Project Name: VMUD No. 1 Sanitary Sewer and Waterline Improvements Project (Rancho Viejo)
Description: Installation of 12" and 10" gravity sewer with service connections and manholes.
Installation of 8" and 6" waterline with service connections and fire hydrants.
General Contractor: R.M. Walsdorf
10155 Old SH 48
Brownsville, Texas
McAllen Multi-Service, LLC, P.O. Box 4428, McAllen, Texas 78502

Contact: Richard Ocañas
956-831-3984
Contract Amount: \$ 525,008.00
Completion Date: August, 2019

Project Name: Palmview Collection System, Lift Stations A2, F, G, & G7
Description: Installation of pumps, piping, guard rails inside fiberglass wetwell. Pouring of concrete top slab with all ductile iron piping and fittings. Pipe sizes ranged from 12" to 20". Depth of fiberglass wetwells ranged from 29' to 35'.
General Contractor: Jimmy Closner & Sons
2171 FM 491
Mercedes, Texas
Contact: Bobby Closner, P.E.
956-565-2688
Contract Amount: \$ 341,050.00
Completion Date: May, 2019

Project Name: Harlingen Water Works System (HWWS) 20 Inch Water Transmission Main
Description: Installation of 9,800 LF of 20" PVC waterline with ductile iron fittings and valves. 24" steel encasement bore under railroad tracks - 38' in depth and 720' in length. 30" fusible PVC encasement bore under Exp. 77 - 38' in depth and 740' in length.
General Contractor: G&G Contractors
711 E. Wisconsin Road
Edinburg, Texas
Contact: Rene Garza
956-283-7040
Contract Amount: \$ 1,713,784.00
Completion Date: December, 2018

References:	CASA Engineering Juan V. Garcia, P.E. 956-428-7900	Ferris, Flinn & Medina, LLC David Flinn, P.E. 956-364-2236	Perez Consulting Engineers David Perez, P.E. 956-631-4482
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BID BOND



THE MAIN STREET AMERICA GROUP



CONTRACTOR: *(Name, legal status and address)*

McAllen Multi-Service
2316 North 34th St.
McAllen, TX 78502

OWNER: *(Name, legal status and address)*

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

BOND AMOUNT: 5% Greatest Amount Bid

SURETY: *(Name, legal status and principal place of business)*

NGM Insurance Company
55 West Street
Keene, NH 03431

PROJECT: *(Name, location or address, and Project number, if any)*

San Juan Sanitary Sewer Improvements RFB No. 22-015-09-23

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of September, 2022.

(Witness)

McAllen Multi-Service

(Principal)
Luis Carrillo, President

(Title)

(Seal)

NGM Insurance Company

(Surety)

Phil Young

(Title)

(Seal)

Attorney-in-Fact

(Witness)



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Andy Alvarez, Phil Young** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Five Million Dollars (\$5,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

23rd day of September, 2022.

Nancy Giordano-Ramos
Nancy Giordano-Ramos, Vice President



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

Discuss and Consider Selection of the Depository Service for the City of San Juan "Depository of Public Funds" Beginning October 1, 2022 through September 30, 2024.

STAFF COMMENTS AND RECOMMENDATIONS:

On August 24, 2022 and August 31, 2022, staff advertised RFP #22-014-09-08 Depository Services in the Advance News Journal. In response, staff received four responses from the following financial institutions:

Lone Star National Bank- Pharr, Texas
Plains Capital Bank - Pharr, Texas
Texas National Bank - San Juan
Texas Regional Bank - McAllen

RECOMMENDATION:

Selection of Financial Institution and authorize the City Manager to negotiate a contract for Depository Services.

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager

CITY OF SAN JUAN
2022
PROPOSED FEES

additional fees.

	TRB				1,503.82 TNB				0.00 PLAINS				1,030.20 Lone Star National bank			
	Average Mo Volume	Proposed Fee	Extended	Notes	Proposed Fee	Extended	Notes	Proposed Fee	Extended	Notes	Proposed Fee	Extended	Proposed Fee	Extended	Notes	1,820.33
Average Relationship Balance	20,668,932															
Balance Based Fee		0.0000	0.00	waived												
FHLB Letter of Credit																
General Account Services																
Account Maintenance	7	10.0000	70.00		0.0000	0.00		5.0000	35.00	Analysed non-inf bearing	10.0000	70.00				
Sweep Maintenance (possible)			0.00		N/A	N/A		50.0000	0.00	Insured Cash Sweep-in bearing set		0.00				
ZBA Accounts - Master (possible 1)		0.0000	0.00		N/A	N/A		15.0000	0.00			0.00				
ZBA Accounts - Subsidiary (possible 2)		0.0000	0.00		N/A	N/A		10.0000	0.00			0.00				
Checks Paid-Debits	428	0.1500	64.20		0.0000	0.00		0.2000	85.60		0.1500	64.20				
Deposited Credits	111	0.2000	22.20		0.0000	0.00		0.3000	33.30	Branch Deposit	0.2500	27.75				
Research Fees	7	0.0000	0.00		0.0000	0.00		0.0000	0.00		0.0000	877.72				Balance @ 05/04/2023 x 2 of 20
ACH Debits	7	0.1500	1.05		0.0000	0.00		0.1500	1.05		0.2500	1.75				
ACH Credits	188	0.2000	37.60		0.0000	0.00		0.1500	28.20		0.2500	47.00				
E-Statements Via E-Access	7	0.0000	0.00		0.0000	0.00		0.0000	0.00	Included in BOS per acct fee	0.0000	0.00				
Check Cashing - Non-Account Holder		0.0000	0.00			0.00		0.0000	0.00		0.0000	0.00				
Overdraft											0.0000	0.00				
Gen Account Serv- E-Banking																
DPA Statement	7	4.0000	28.00		0.0000	0.00		0.0000	0.00	Included in BOS per acct fee	0.0000	0.00				
Compass E-Access Alerts	0	0.0000	0.00		0.0000	0.00					0.0000	0.00				
Info Services- E-Banking																
Info Reporting Maintenance	0	0.0000	0.00		0.0000	0.00		0.0000	0.00		0.0000	0.00				
Info RPTG Maint - Adtl Acct	7	0.0000	0.00		0.0000	0.00		0.0000	0.00	See BOS Per Account fee set	0.0000	0.00				
Per report	0							0.0000	0.00		0.0000	0.00				
NETCASH PRIM ACCT MAINT	0	0.0000	0.00			0.00		0.0000	0.00		0.0000	0.00				
BOS Per Account Fee	7	0.0000	0.00		0.0000	0.00		8.0000	56.00							
Depository Services																
Returned Deposited Items	4	8.0000	32.00		0.0000	0.00		5.0000	20.00		6.9900	27.96				
CRD Thin Client Maintenance	0	0.0000	0.00		0.0000	0.00		0.0000	0.00		0.0000	0.00				
ONUS Branch	0	0.0000	0.00		0.0000	0.00		0.8000	0.00	Per deposited item	0.0000	0.00				
ONUS Peak Branch	0	0.0000	0.00		0.0000	0.00		0.8000	0.00	Per deposited item	0.0000	0.00				
Transit Branch	0	0.0000	0.00		0.0000	0.00		0.8000	0.00	Per deposited item	0.0000	0.00				
Transit Peak Branch	37	0.0000	0.00		0.0000	0.00		0.8000	29.60	Per deposited item	8.0000	296.00				
Card Item			0.00			0.00		0.0000	0.00	Additional information require	0.0000	0.00				
Post verify deposit			0.00			0.00		0.0000	0.00		0.0000	0.00				
Deposit correction night drop		0.0000	0.00			0.00		1.5000	0.00		0.0000	0.00				
Deposit location reporting - item			0.00			0.00		0.0000	0.00		0.0000	0.00				
Return item chargeback	2	8.0000	16.00		0.0000	0.00		5.0000	10.00		6.9900	13.98				
Return item online retrieval of image			0.00			0.00		0.0000	0.00		0.0000	0.00				
Return item online mo. maintenance/acct			0.00			0.00		0.0000	0.00		0.0000	0.00				
Return item redeposited		0.0000	0.00			0.00		0.0000	0.00		0.0000	0.00				
Return item duplicate advice			0.00			0.00		0.0000	0.00		0.0000	0.00				
RCK			0.00			0.00		0.0000	0.00		0.0000	0.00				
Depository Services- E-Access																
Remote Deposit Maintenance	0	0.0000	0.00		0.0000	0.00		50.0000	0.00	Monthly maintenance fee per	0.0000	0.00				
Return Dep Item Imaging Rept	0	15.0000	0.00		0.0000	0.00		0.0000	0.00		0.0000	0.00				
Remote Items Deposited	0				0.0000	0.00					0.0000	0.00				
RDI Items/Images Reported	0	0.5000	0.00		0.0000	0.00		0.0000	0.00		0.0000	0.00				
STMT Item Online Image Maint	0	5.0000	0.00		0.0000	0.00		0.5000	0.00	BOS per item fee	0.0000	0.00				

Average Relationship Balance	Average Mo Volume	Proposed Fee			Proposed Fee			Proposed Fee			Proposed Fee		
		Fee	Extended	Notes	Fee	Extended	Notes	Fee	Extended	Notes	Fee	Extended	Notes
Average Relationship Balance	20,668,932												
ACH received item		0.0000	0.00	above dr/cr		0.00		0.1500	0.00		0.0000	0.00	
ACH Prenotes	0	0.0000	0.00		0.0000	0.00		0.1600	0.00		0.0000	0.00	
ACH Input Fee	0	0.0000	0.00		0.0000	0.00		8.0000	0.00		0.0000	0.00	
ACH Notification of Change	3	0.0000	0.00		0.0000	0.00		2.0000	6.00	per file	0.0000	0.00	
ACH Credits - Per Item	598	0.1000	59.80		0.0000	0.00		0.1600	95.68		3.0000	9.00	
ACH Return Item - Credit	0	2.0000	0.00		0.0000	0.00		2.0000	0.00		0.1000	59.80	
Addenda Record	0	0.0200	0.00		0.0000	0.00		0.0000	0.00		0.0000	0.00	
ACH Returns Report	3	0.0000	0.00		0.0000	0.00		0.0000	0.00	included in Premium Reports	0.0000	0.00	
ACH online subscription per account			0.00			0.00		0.0000	0.00	included in ACH Maintenance	0.0000	0.00	
ACH online subscription per item			0.00			0.00			0.00		0.0000	0.00	
ACH Fraud filter review mo maint.	0		0.00		0.0000	0.00		25.0000	0.00	ACH Block Monthly Maintenance	0.0000	0.00	
ACH Fraud Filter Review per Item			0.00		0.0000	0.00		0.0000	0.00		0.0000	0.00	
ACH Block Authorized ID Setup Fee								15.0000	0.00		0.0000	0.00	
ACH NOC transmission advice - on-us			0.00			0.00			0.00	See ACH Notification of Check	0.0000	0.00	
ACH NOC transmission advice - off-us			0.00			0.00			0.00	See ACH Notification of Check	0.0000	0.00	

	Average Mo Volume	Proposed		Notes	Proposed		Notes	Proposed		Notes	Proposed		Notes
		Fee	Extended		Fee	Extended		Fee	Extended		Fee	Extended	
Average Relationship Balance													
	20,668,932												
EDI Services													
	0	0.0000	0.00			0.00		0.0000	0.00	See EDI Reporting Below	0.0000	0.00	
	0	0.0000	0.00			0.00		0.0000	0.00		0.0000	0.00	
EDI One-time Customer Setup													
								30.0000					
								25.0000					
								1000.0000					
EDI 822 File Setup Fee													
Wire & Other Funds Trans Svcs													
	2	10.0000	20.00			0.00		8.0000	16.00		12.5000	25.00	
	0	0.0000	0.00			0.0000		35.0000	0.00	Branch Wires	0.0000	0.00	
	0	0.0000	0.00			0.0000	0.00	1.0000	0.00	Online wire Notifications are f	0.0000	0.00	
								0.0000			0.0000		
						0.0000	0.00	3.0000	0.00		0.0000	0.00	
Wire Services- E-Banking													
	0	0.0000	0.00			0.0000	0.00 web	10.0000	0.00		0.0000	0.00	
	6	15.0000	90.00			0.0000	0.00 web	10.0000	60.00		8.0000	48.00	
	0	0.0000	0.00			0.0000	0.00	0.2000	0.00		0.0000	0.00	
	0	0.0000	0.00			0.0000	0.00	0.0000	0.00		0.0000	0.00	
	0	0.0000	0.00			0.0000	0.00	0.0000	0.00		0.0000	0.00	
E-Access Wire Only/Addl													
	0	0.0000	0.00			0.0000	0.00				0.0000	0.00	
Outgoing Wire-International US\$													
								55.0000					
OPTIONAL SERVICES													
			0.00			0.00		0.0000	0.00	OPM Services expected late 2022	0.00	0.00 at cost	
			0.00			0.00		0.0000	0.00		0.0000	0.00 at cost	
			0.00			0.00		0.0000	0.00		0.0000	0.00 at cost	
			0.00			0.00		0.0000	0.00	Helpdesk Solutions available upon request	0.00	0.00 n/a	
			0.00			0.00		0.0000	0.00		0.0000	0.00 n/a	
		0.0000											
		0.0000											
		0.0000											
				</									

BANK SERVICES EVALUATION MATRIX
CITY OF San Juan
Service Analysis

Incumbent

		TRB		TNB		PLANS		LONE STAR NATIONAL	
Question		Bank Services	Notes	Bank Services	Notes	Bank Services	Notes	Bank Services	Notes
1	Creditworthiness								
a.	audited financials provided and confirmation	link provided		provided		link provided		provided	
b.	CRA rating and confirmation on changes	outstanding		outstanding		hi satisfactory lend/invest, low satisfactory service		satisfactory - full report	
c.	Independent rating	Baa2/BBB+ - A2/P2		5-Star Bauer Financial rating		Fitch/KBRA BBB/A-, F2/BBB+		no debt rating.	
2	Customer Service								
a.	Customer Services	highest moral and ethical		assigned rep		team at HQ, monitored weekly/voicemail		will provide optimal customers service and support	
b.	Local support	McAllen Banking Center		local bank		team there		4 in McAllen, commitment	
c.	What at holding company	n/a		local in San Juan		financing and investment link		equal services	
d.	Monitoring	public funds admin		communication with staff		annually meeting and monitored		semi-annual mtg	
e.	Automation needs	as per automated needs		new products when available		committed		city & bank mtg to discuss new services	
f.	Incentives?	\$3,500 for bank supplies per year over the terms of contract		3 free remote deposit machines. One-time credit to \$2,000 to offset check print cost		6 mo waiver on fees, \$1,000 two scanners		no offers and transition or retention	
g.	Auditor	agreed		agreed		agreed		agreed	
h.	Local support?	Financial Literacy and ongoing volunteer		community support		investment and financial mostly		sponsorships	
3	References - three	San Benito, Falkurteas, Pharr		Edinburg, Mission, Mercedes		McAllen, Donna, S TX ISD		Pharr, Hidalgo, Alton	
4	Agreements and Service Agreements								
a.	Service Agreements provided	provided		provided		provided		agree, provided	
b.	Exceptions to Master	no exceptions		provided		accepts, pending legal review		reviewed by legal	
5	Implementation Timetable								
a.	Proposed timeline.	will not exceed 90 days		agree		ok		current contract	
VI	REQUIRED SERVICES								
1	Account structure								
a.	Describe proposed account structure	distributed at the acct level for all interest-bearing accts. ZBA are not necessary but available		Interest Checking No Fees		ICS over non-IB - floor 0.3%- max collateral \$4mm -		no ZBA - offer, ECR last 12 mth 2.25% int bear. 51% current 2.25% int bear 1.73%	
b.	Ability to provide sweep, master/ individual acct	yes		no		ok		bank does not offer	

	Question	Bank Services Notes	Bank Services Notes	Bank Services Notes
h	straps and rolls	not required	not required	no
i	limit to deposits in bag	no limit	okay just keep separate	no limit clearly separated
j	CrDr advices	online next day	same day trans/online	advice same day or armored car sys sc
k	ACH assistance	yes TRB will work with city	yes	bank can provide ACH origination not cleared answer
l	Online City portal collections	yes TRB does provide	no	multiple - no detail yes, merchant services team
m	verification of deposit	next bus day no later than 3 days	time of deposit	at deposit time
n	Change orders advance time	2 business days	24-48 hrs notification	1 day in advance
o	Deposit locations	Closes is Westlaco	San Juan branch	300 s cage blvd, pharr
p	RCK?	no	no	uses checXchange - 1st or 15th not available
q	Fees total on sample?	\$35.00/\$0.00	0.00/0.00	\$0.54 \$72.20 branch/\$80.20 vault
4	Remote Deposit			
a	Capabilities. Describe equipment.			
b	Cut off time for remote deposits			
c	Reports			
d	What scanners required?			
	NSF Checks Received by District			
a	Current NSF process. Re-deposited?	yes, acct exec will review	no re-deposit/can be 2 times	redeposit and notify answer not clear
b	Notifications for return items	yes, contract phone & email	next day of trans (email)	chargeback and mail advice - notice by email mail w/support
c	Second presentment processing as ACH	no	no	checXchange no
d	RCK reconciliation process	no	no	report of transaction - save it and use it not available
e	Images online? How long?	7 years	online - email available online for 24 months	online online 24 months
6	Disbursements			
a	All images online - when and how long?	yes, can search - 7 years	dr/cr imaged - 18 mos - online	next day and 18 months all checks online - 6 months
b	Transactions on line when? How long?	next business day 7 years	real-time- transit checks next day 18 months	checks real time - transit check following day
c	Image all?	yes	yes	online yes, dr & cr
d	Employee checks free	yes	yes	yes with ID yes

	Question	Bank Services		Bank Services		Bank Services	
		Notes	Notes	Notes	Notes	Notes	Notes
e	Payment consolidation	cash mngt portal with ACH, and online wire initiation	does not provide services	with FIS, integrated payables, notices, acknowledgements, reports SFTP	ACH services NACHA Format		
f	Payee info	work with city accommodate payee info	does not provide services	multiple - will talk	City will designate the pymnt field		
g	commercial or procurement card?	yes	does not provide services	T&E card, purchasing card, managed spend, ELAN program	yes, purchasing cards		
h	Rebate available with commercial card?	yes 1%	does not provide services	on velocity, spend and volume	cash rebate based on the City annual spend		
5	Positive Pay and Recon						
a	Payee match ?	no	yes	yes and with filters for ACH PP	yes		
b	Manual check online input	yes	yes, #, amt and date	yes if \$\$, chk#, date and payee	yes		
c	transmission info	not clear	transmit file preferred format	upload online	upload as a CVS fixed format		
d	Online entry process	not clear	ok	yes	same as a		
e	Exception reporting online	yes	yes	yes	online by 11am		
f	Alerts for PP	reports emailed to authorized users	online in morning	online, email or txt to PP authorized, mobile too	online banking 1st thing in morning		
g	What time is it reported	8am	9am	9am	1st thing in morning		
h	Response time for exceptions	11am	12pm	2pm	11am		
i	Review for encoding errors	yes	no	no	no does not review		
j	All check verified for PP	yes	yes	yes	yes		
k	Partial and Full recon processes	avallate online 24/7	has both no description	ok	ok		
l	Recon file requirements	through cash mgmt	fixed, CVS	SFTP preferred - can help	CSV and Manual entry		
m	Posting to InCode?	no	no	will work with you to see	no		
n	Recon reports - when?	24/7 through cash mgmt	daily weekly monthly-18mon	based on prior day - carate anytime	sent via reports at the end of the month		
o	Sample of recon reports	ok	ok	ok	given		
6	Wires and Transfers						
a	Online wire initiation available?	input and view	all online and mntor online	online initiation, or direct with PIN, monitoring real time	initiated and monitored online		
b	Alerts on incoming?	email to authorized user	can set up alert email	online, email or txt	can get advices emailed		
c	Repeat templates	yes and paper no fee	can be set up/no mention of fee	yes no cost to city	yes, no fee		
d	Security provisions	choice on dual	choice on dual	recommended dual,	city will set levels		

	Question	Bank Services		Bank Services		Bank Services	
		Notes	Notes	Notes	Notes	Notes	Notes
e	Future dating	2 business day	14 days if ACH - yes future on online	yes, no limit online before 5pm		3 business days	
f	Times	online 3 pm domestic	online 3:00 pm	5pm	2pm		
g	Use of ledger balances	verify available balances	collected	are used as basis to release funds	Funds available prior to release		
h	Internal transfers all online? Fee?	yes-no fee	yes-no fee	yes standard fee	yes and no fee		
7 ACH Services							
a	File and individual? Online?	yes, system can initiate individual ACH items	by 3pm two days prior	single or batch, until 4pm, same day til 1am	online until 4 a days prior, initiation funding		
b	Online input?	thru templates or by unloading NACHA File	online-manually, can chose to dual control	online full info	online manual proper authorization		
c	Initiation or settlement?	collected on initiation day	collected at initiation	initiation	initiation		
d	Return ACH items process	email notification	email when done	charge back	secure email		
e	ACH future dating	yes 2 days prior	yes'	yes	yes		
f	Filters and blocks	Blocked	ACH Debit Blk-ACH Filters	ACH PP, blocks on accts	block, filters		
g	Addenda	yes- EDI Report	yes- all reporting is available on line	no limit on statement	online and available on reports		
h	Pre-note fee?	no charge	no charge	charged as standard ACH	\$0.05 per item \$5 per file		
8 Safekeeping							
a	Safekeeping services available?	yes	no	yes BNY	not offered		
b	Online availability for trade input? Describe.	na	n/a	online not availabl - montiro only	n/a		
c	Describe correspondent	na	n/a	Plans Wealth Mgmt division	n/a		
d	Hard fee or AA	no charge	n/a	either	n/a		
e	Notifications	notify city	n/a	receipt next day,	n/a		
f	Cutoff on instructos	12pm	n/a	10am, no fee if late	n/a		
9 Collateralization							
a	Acceptance of conditions?	confirm	confirm	102% of principal	agrees		
b	Propose any collateral charges?	no fee	no fee	no fee	no		
c	Which custodian?	FHLB Dallas	Frost	FRB	FHLB		
d	Online inquiry of collateral	no	no	no	not online bank will notify City		
f	Monthly reports required	confirms	confirms	confirms	confirms		

	Question	Bank Services Notes	Bank Services Notes	Bank Services Notes	Bank Services Notes
10	Account Analysis				
a	Sample provided?	okay provided	okay provided	okay provided	okay provided
b	Availability? Online?	online 10 business days after mth ends	7th day	online 9th day - fee 15th - paper can be had	Beginning of the month, no online
c	How long online?	18 mths	not available on line	7 years	not available on line
11	Monthly Statement				
a	Sample provided?	ok	ok	ok	ok
b	Availability when? Online	1-2 days after mth ends	3rd bus-day of subseqt-EOM	1-3 days online, paper on request	Business day after closing
c	How long are statements on line?	18 mths	18 months	7 years	18 months
d	Fee for paper?	no fee	no fee	no fee	no fee
12	Account Executive				
a	Client support - local?				
b	Names and titles				
c	Daily operations				
d	Tech support				
13	Overdrafts				
a	Aggregation for charges?	no	no	acct level balance	acct level balance
b	Fee for overcharged occurrence	\$30.00	no fee	\$20. interest prime+3.5%	current charge schedule
14	Stop Payments				
a	How are stop pays initiated?	online	online or bank or call	online	online
b	How long are period? Extended?	6 months	6 months	6 months	180 days from date int
c	Options for renewal?	online or in person	new one	new stop for 6 months	new stop for 180 days
d	Deadline for same day?	no answer	online-no deadline	6pm same day	9pm same day
f	Authorizations	no answer	no paper if online	Online W/Credentials	authorized user
g	Info on line	current	current can be viewed	currents can be viewed	current and expired can be viewed
	ALTERNATIVE SERVICES OFFERED				
	TOTAL FOR REQUIRED BANK SERVICES				
	Alternatives	consolidated payables, co plan		See list from bid	

	Question	Bank Services		Bank Services		Bank Services	
		Notes		Notes		Notes	
	OPTIONAL SERVICES						
	Check Printing						
a	Check printing services? Describe.		does not offer	yes	yes	no	
b	turn-around		7 - 10 business days	next day printing	no answer	n/a	
c	Detail required		na	determined by the deluxe	no answer	n/a	
d	Location for printing?		not right answer	Shoreview, MN	No answer	n/a	



Letter of Commitment



Between
The City of San Juan
And

The Rio Grande Valley Metropolitan Planning Organization

This Letter of Commitment sets forth the terms and understanding between the City of San Juan and the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) to define their participation in the Reconnecting Communities Pilot Program planning grant application.

Background

The Rio Grande Valley Metropolitan Planning Organization is applying for a planning grant under the Bipartisan Infrastructure Law's Reconnecting Communities Pilot Program. This letter of commitment allows the RGVMPO to develop a multijurisdictional East West corridor study that will identify opportunities to improve mobility, enhance economic development, and ensure the safety of all roadway users. This will be done by looking at retrofitting existing infrastructure along parallel corridors to the Interstate system.

Using innovative practices and technology, the RGVMPO plans to assemble an Infrastructure Bill Grants Subcommittee comprised of the RGVMPO's planning partners to assist in the development of the planning grant. This Subcommittee will also, assist in the development of a Comprehensive Safety Action plan, if awarded funding under the Safe Streets and Roads for All Program. Both plans will go hand in hand with ensuring the safety of travelers while providing safer transportation alternatives.

Purpose and Tasks

This letter of commitment is directed to assure the participation of the City of San Juan included as one of the ten sources of the twenty percent (20%) local match required for the RGVMPO to submit their application. With the assistance from the City of San Juan, the RGVMPO will:

- Invite city or county staff which will comprise members of the Infrastructure Bill Grant's Subcommittee
- Develop a planning grant which covers the Metropolitan Area Boundary over the Counties of Cameron and Hidalgo
- Share the completed plan and data, with the City of San Juan
- Utilize this planning grant to apply for a construction grant in a future funding round of the IIJA or Bipartisan Infrastructure Bill.

Funding

The RGVMPO is applying for \$200,000 and the application requires a twenty percent (20%) local match. The RGVMPO divided the local match between the participating Entities located along the corridor(s) evenly. Between the ten (10) participating Entities, the RGVMPO is looking to divide the twenty percent (20%) local match evenly amounting to two percent (2%) per entity. For that reason, the RGVMPO is asking from the City of San Juan two percent (2%) of the Twenty percent (20%) local match, which would not exceed \$4,000; if awarded the \$200,000 Action Plan Grant.

Mario Garza

Mayor of San Juan, Texas

Andrew A. Canon

RGVMPO Executive Director

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

Consider Resolution to Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC) and the City of San Juan and AAA Family, Ltd. of La Paloma Subdivision.

STAFF COMMENTS AND RECOMMENDATIONS:

The proposed property is within the North Alamo Water Supply Corporation (NAWSC) water service area. The NAWSC requires an agreement between the Corporation, the City of San Juan and the AAAR Family, Ltd. to be signed and executed before the Corporation allows the installation of fire hydrants and water lines on the Proposed La Paloma Subdivision.

The format of the Agreement is consistent with previous agreements approved by the City Commission in the past years.

RECOMMENDATION:

Staff recommends approval of the Resolution to Approve the Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC), the City of San Juan and the AAAR Family, Ltd. of La Paloma Subdivision.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

Richard W. Fryer,
J.D., P.E., LEED AP

FRYER & HANSEN, PLLC

Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

September 22, 2022

Benjamin Arjona, City Manager
City of San Juan
709 S. Nebraska Avenue
San Juan, Texas 78589

Via U.S. Postal Service

***RE: Waterline Access Agreement - North Alamo Water Supply Corporation, City of San Juan
and AAAR Family, Ltd. - La Paloma Subdivision***

Dear Mr. Arjona:

Enclosed please find four (4) original **Waterline Access Agreements ("Agreement")** for the La Paloma Subdivision for signature on behalf of the City of San Juan ("**City**"). Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and also provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please forward the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed stamped envelope provided herein for your convenience for signatures by North Alamo Water Supply Corporation.

When the documents have been signed on behalf of the City and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to North Alamo Water Supply Corporation for further execution. After the documents have been fully-signed by all parties, we will distribute a fully-executed document to each party.

If you have any questions regarding this matter or the documents enclosed, please contact us. Thank you for your attention to this matter.

Respectfully,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosure

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§
§
§

BETWEEN:

NORTH ALAMO WATER SUPPLY
CORPORATION AND CITY OF SAN
JUAN

**WATERLINE ACCESS AGREEMENT
(with City)**

WHEREAS, North Alamo Water Supply Corporation ("NAWSC") has a water distribution system which was designed for potable water distribution to rural communities; and

WHEREAS, such system was not designated specifically with the intent of providing water for fire protection purposes; and

WHEREAS, the City of San Juan ("City") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC; and

WHEREAS, City, a governmental entity of the State of Texas, may provide fire protection services to its constituents; and

WHEREAS, Section 67.0105 of the Texas Water Code authorizes water supply corporations to contract with governmental entities like the City to supply water for use in fire suppression, and further provides that the act of supplying such water by water supply corporations such as NAWSC, is an essential governmental function. It also provides that the contract for supplying such water must be to the mutual benefit to the contracting parties; and

WHEREAS, pursuant to Section 67.0105, a corporation that provides a governmental entity with a water supply or equipment to carry out the governmental function as described herein may be liable for damages resulting therefrom only to the extent that the governmental entity would be liable if the governmental entity were performing the governmental function directly; and

WHEREAS, NAWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of NAWSC with the availability of water for use in controlling fires and thereby for the protection of life and property; and

WHEREAS, AAAR Family, Ltd. ("Owner") is constructing a subdivision on the property described in **Exhibit "A"**, La Paloma Subdivision (the "**Subdivision**") and the City requires fire protection for the Subdivision as part of the Subdivision process.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged

and the goodwill generated, NAWSC and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A"**. No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.
2. City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B" ("Fire Hydrants")**. Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting filling stations. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. NAWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.
3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines or any part of NAWSC's system, shall be used for the governmental purposes of fire-fighting filling stations and shall be painted black with a white bonnet (cap) so as to be designated that they may be available for that limited use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrants subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant shall be painted black with a white bonnet (cap) until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black with a white bonnet (cap) and if City fails to so test and paint City's fire hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black with a white bonnet (cap), NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.
4. The Fire Hydrants will be constructed by Owner and owned and maintained by City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.
6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.
7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices on all hydrants at the cost of City. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.
8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.
9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City, including a reasonable fee for the presence and administration of NAWSC's personnel.

10. CITY ACKNOWLEDGES AND AGREES THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE, AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY UNDERSTANDS THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY UNDERSTANDS THAT NAWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AGREES TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. NAWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. NAWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY ACKNOWLEDGES BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF NAWSC. CITY FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND NAWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS, AND CITY EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION,

EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AGREES BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE SUBDIVISION, AS CITY MAKES USE OF THE SYSTEM "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS". CITY OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, HEREBY FULLY RELEASES NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO NAWSC FOR ALLOWING SUCH USE, WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST NAWSC AS A RESULT OF THE USE OF NAWSC'S SYSTEM. ACCORDINGLY, CITY BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT

ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY ALSO WAIVES ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code §67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.
12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.
13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.
14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Subdivision at a point to be chosen by NAWSC, and shall have access to the Subdivision and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its equipment from the Subdivision. NAWSC may inspect its valves,

pipings, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, City shall have personnel present as necessary to assist in the inspection. NAWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and City agrees to annual inspections of its own facilities for these conditions.

16. City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
 - b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.
 - c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
 - e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
17. NAWSC may notify City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. City shall immediately correct any undesirable practice on the Subdivision. City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to City, as applicable.

18. City agrees that the maximum amount of liability to City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.
19. Any expenses associated with the enforcement of the Agreement shall be paid to NAWSC upon presentation to City, and in compliance with the Texas Prompt Payment Act.
20. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest in compliance with the Texas Prompt Payment Act.
21. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority effective at the time of the execution of this Agreement.
22. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
23. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of NAWSC, the City authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by NAWSC and City, acting under the authority of their respective governing bodies in multiple originals effective as of the _____ day of _____, 20_____.

ATTEST:

THE CITY OF SAN JUAN
709 S. Nebraska Ave.
San Juan, Texas 78589

By: _____,
Diana Cavazos, City Secretary

By: _____,
Benjamin Arjona, City Manager

APPROVED AS TO FORM:

By: _____,
Rick Palacios, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Benjamin Arjona, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is Manager of City of San Juan, that he executed the same as the act of City of San Juan for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20_____.

Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78542
956-383-1618 (phone)
956-383-1372 (fax)

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for North Alamo
Water Supply Corporation

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____
_____, 20____.

Notary Public in and for the State of Texas

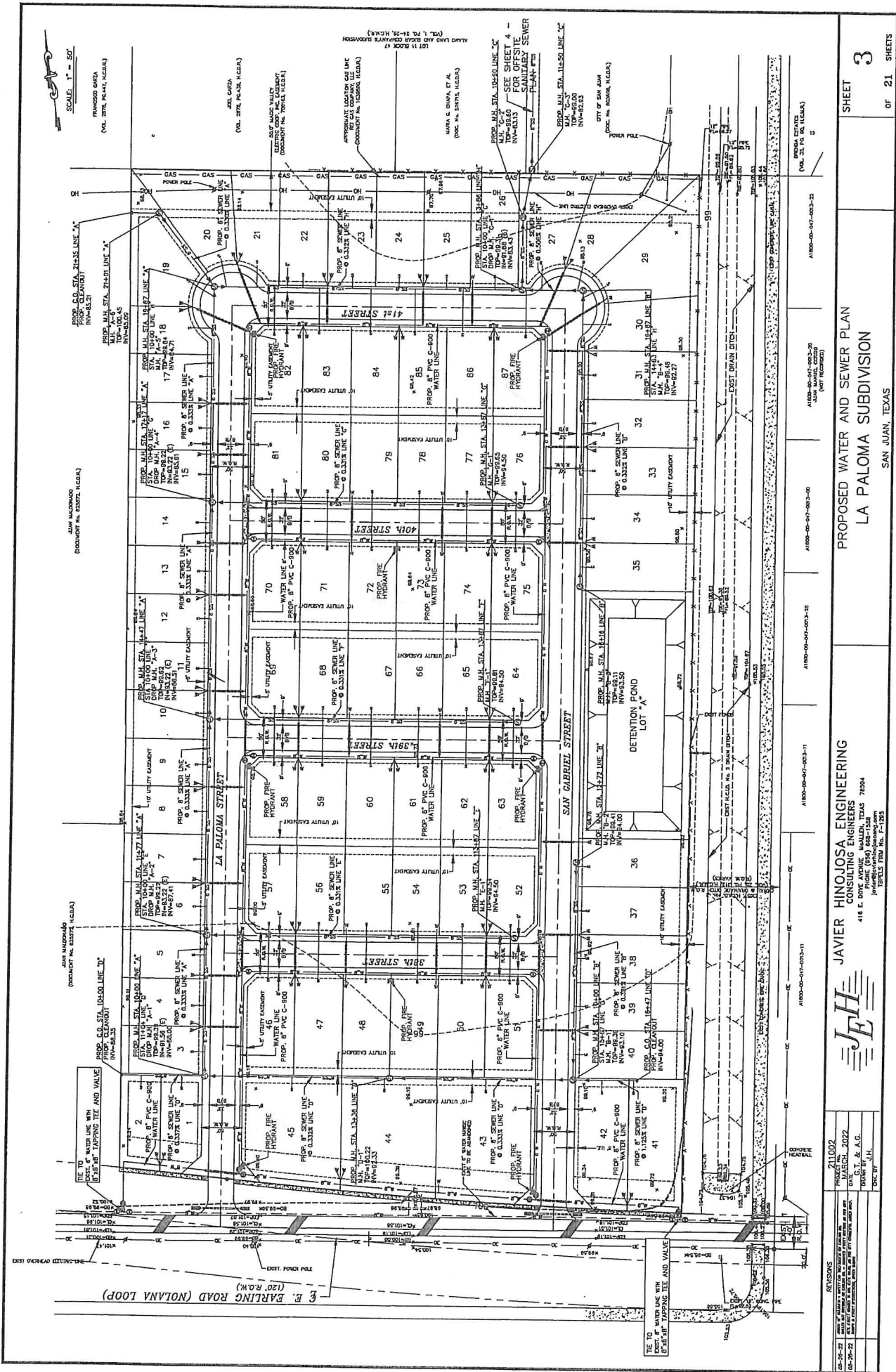
EXHIBIT "A"

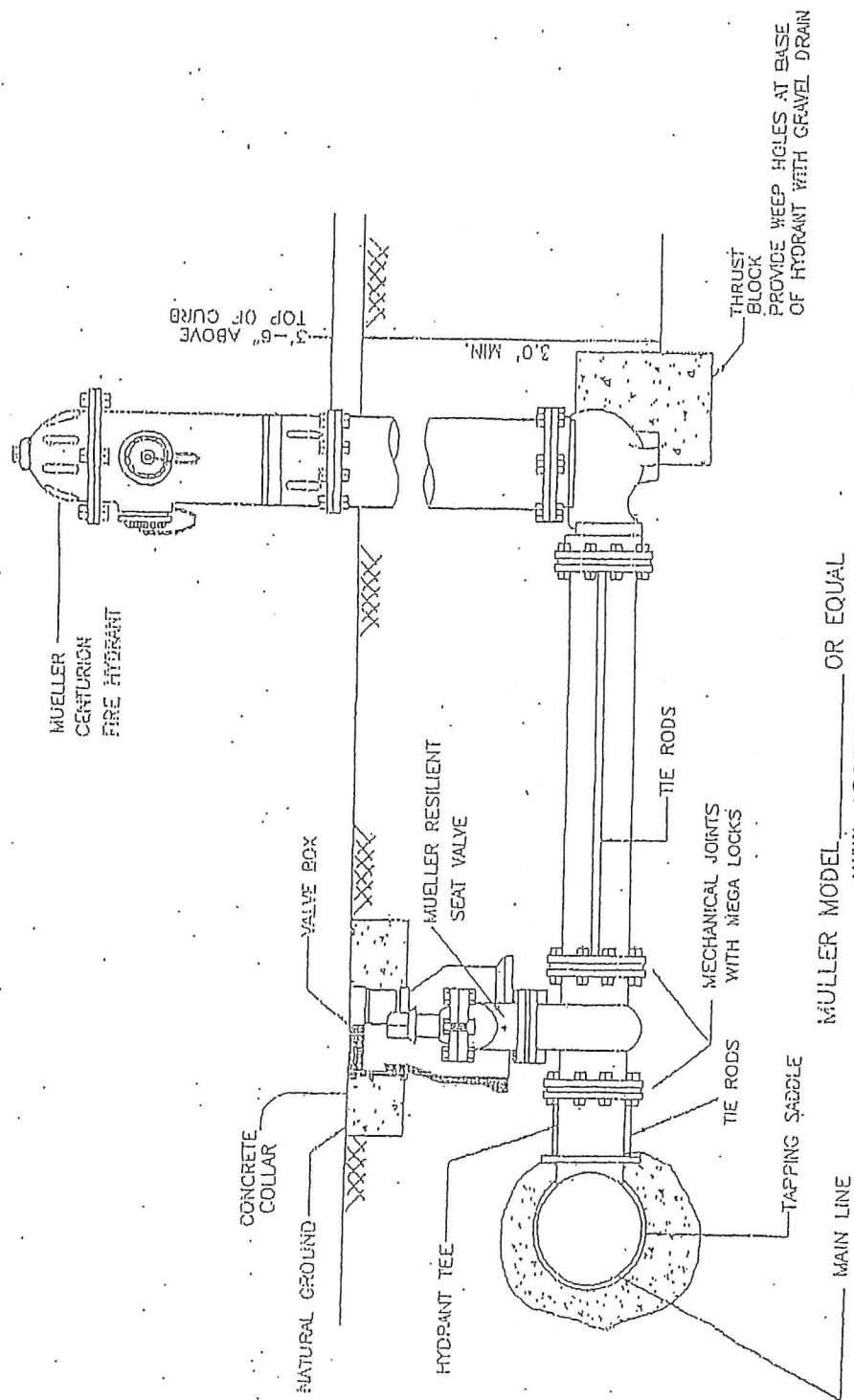
A 20.83 Acre Tract of Land, more or less, being out of Lot 14, Block 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, according to the Map or Plat thereof recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.

EXHIBIT "B"

Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.





MUELLER MODEL _____ OR EQUAL
AWWA APPROVED

NAWSC FIRE HYDRANT

(NOT TO SCALE)

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SAN JUAN, TEXAS TO APPROVE A WATERLINE ACCESS AGREEMENT BETWEEN THE NORTH ALAMO WATER SUPPLY CORPORATION, THE CITY OF SAN JUAN AND AAAR, FAMILY, LTD. OF LA PALOMA SUBDIVISION.

WHEREAS, it is in the best interest of the citizens of San Juan to provide the proper infrastructure for adequate fire protection for all new commercial and residential development; and

WHEREAS, the proposed property is located within the service area of the North Alamo Water Supply Corporation and within the City of San Juan city limits; and

WHEREAS, the North Alamo Water Supply Corporation has adequate-sized water lines to support fire hydrants in the area and requires an agreement be entered between the Corporation, the property owner and the City of San Juan before such installation is allowed.

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SAN JUAN, TEXAS, THAT:

1. The City of San Juan, Texas approves the agreement as shown on **ATTACHMENT A**.

READ, CONSIDERED and APPROVED this the 11th day of October, 2022.

CITY OF SAN JUAN

MARIO GARZA
Mayor

ATTEST:

BRENDA ESCALANTE
City Secretary

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

Consider Second and Final Reading of the Ordinance for 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:

During the Regular Meeting on September 27, 2022, the San Juan City Commission approved the First Reading of the Ordinance for a Conditional Use Permit as presented by Staff.

Previously, the staff provided the following information:

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 – 10/11//2022
DATE PREPARED – 09/28/2022

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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.

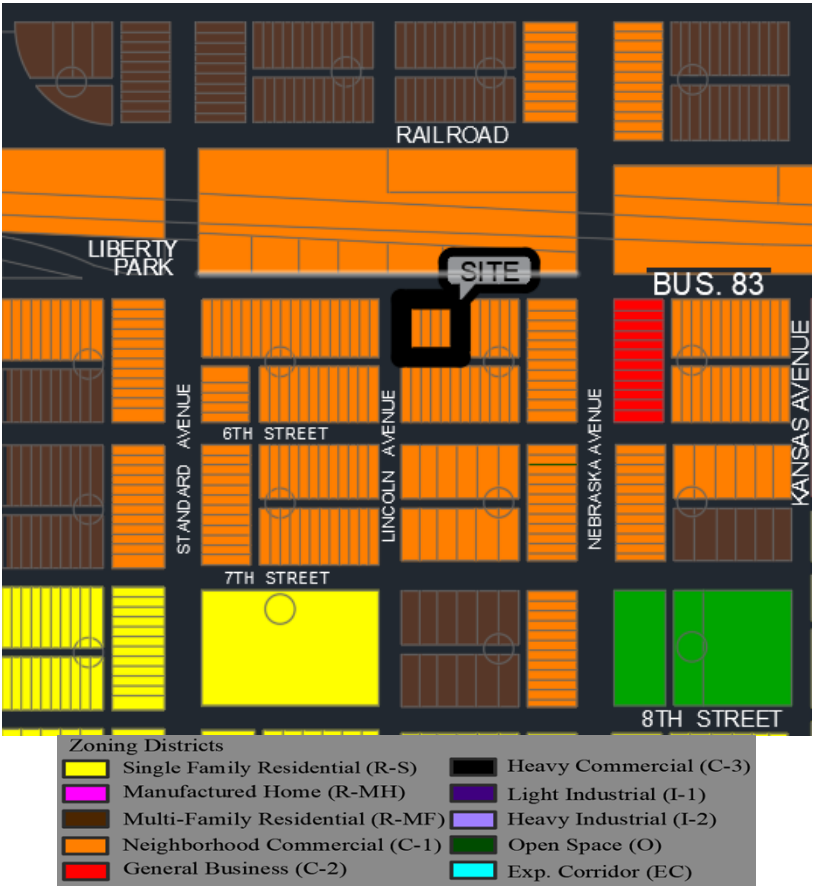
Staff mailed a notice of the public hearing before the Planning and Zoning Commission to sixteen (16) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

ATTACHMENTS:

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



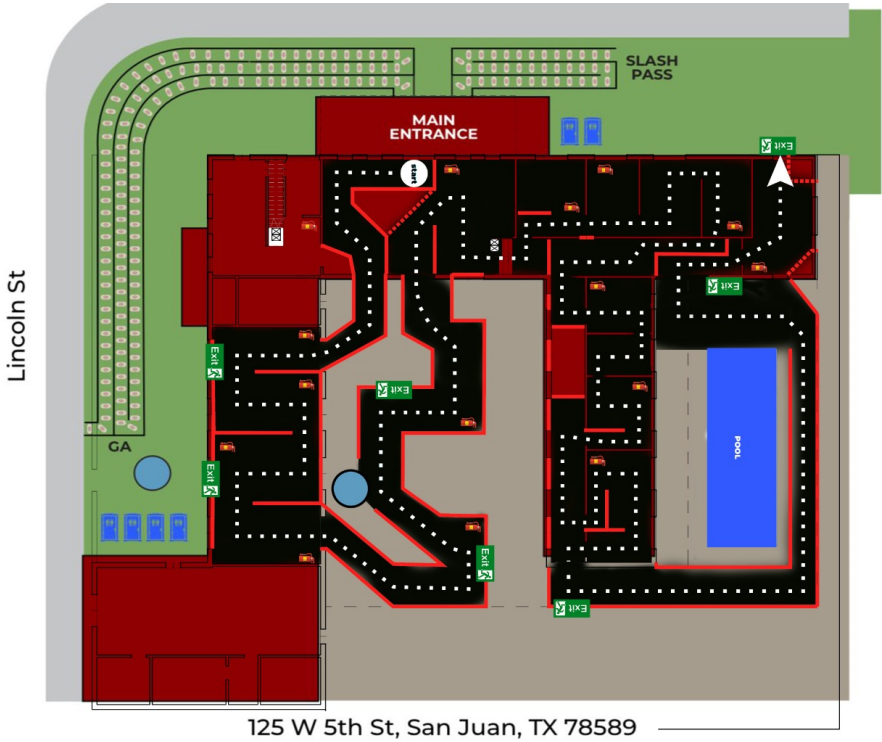
Aerial Map



Zoning Map



Proposed Site



Site Plan



Proposed Parking Area

**CONDITIONAL USE PERMIT
HAUNTED HOUSE
OCTOBER 11, 2022**

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ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ALLOW 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 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, ZAEEE, 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 ZAEEE, 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 identify 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 11th day of October 2022.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

APPROVED BY:

Palacios, Garza & Thompson, P.C.

BRENDA ESCALANTE
CITY SECRETARY

CITY ATTORNEY

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

Consider Second and Final Reading of 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 the Chapter 5 Fire Code, Article 5.02 Fire Code and 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 FIRE 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 11th day of October, 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
OCTOBER 11, 2022

Consider Approval of City Commission Meeting Minutes:
- March 8, 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 8, 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
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 Gonzales, Finance Director
Adelaida Cordero, Director of Human Resources
Armandina Sese, 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 the meeting to order at 6:00 p.m.
- II. INVOCATION:**
Benjamin Arjona, City Manager led the Invocation.
- III. PLEDGE OF ALLEGIANCE:**
Mayor Mario Garza led the Pledge of Allegiance.
- IV. PUBLIC COMMENTS:**
DISCUSSION: There were no comments from the public.

V. PRESENTATIONS:

DISCUSSION: Mayor Mario Garza moved to item D.

D. Presentation of the Keep San Juan Beautiful and Department of Utilities Art Contest Winners.

DISCUSSION: David Salinas, Director of Utilities stated the City of San Juan Department of Utilities partnered with Keep San Juan Beautiful and the Hidalgo County Irrigation District No. 2 to sponsor an Art Contest to bring water conservation awareness and to beautify the city. Mr. Salinas stated they had three winners for this contest, the winning drawing will be placed on different irrigation standpipes throughout the city. Mr. Salinas called the KSJB Board Secretary up to the podium to make some comments. The Board Secretary gave a thank you speech to all the participants, teachers and parent Vanessa Flores. Board Secretary presented and awarded the three winners, Ashley Simental, Isai Anthony Cisneros, and Madison Jay Flores. Commissioner Adina “Dina” Santillan asked when they would start the painting. Mr. Salinas stated that they are looking for an artist so probably mid-May or June. Mayor Mario Garza for the locations. Mr. Salinas replied that they are looking into Doedyns along with Raul Longoria and Sorensen. Mayor Garza congratulated and thanked the winners.

A. Presentation on New Fire Station.

DISCUSSION: Benjamin Arjona, City Manager, informed the City Commission about a change that would be made to the New Fire Station building. He stated the rendering wouldn’t change, but the building would be shifted to the north to better utilize the facility along with the current one. Juan Cantu with ERO Architects gave an update on the schematic design of the new fire station. Mayor Mario Garza asked how many bays there were. Tirso Garza, Fire Chief, replied with four. Mayor Garza asked if the projected completion date was set for September 2023. Mr. Cantu stated that was correct and they’re tentatively scheduled to begin in November. Mayor Garza asked Chief Garza if they had contacted the Basilica for accommodations. Chief Garza replied, yes, they were good to go. Mayor thanked Mr. Cantu for the update.

B. Presentation Recognizing Jessica Villanueva as PSJA High School State Wrestling Champion.

DISCUSSION: Benjamin Arjona, City Manager, stated this item would be presented at the meeting of March 22, 2022.

C. Presentation on the San Juan Community Lions Club Pageant 2022.

DISCUSSION: David Salinas, Director of Utilities, presented himself as the President of the San Juan Community Lions Club. Mr. Salinas informed the City Commission that the Lions Club Pageant would be held on the weekend of the 26th and 27th. The Queens will be competing to become the new set of the Royal Court for the City of San Juan. Mayor Mario Garza asked for clarification regarding the event’s day. Mayor Garza asked for the event location. Mr. Salinas replied that it would take place at the school district auditorium. Mayor asked who would be providing the judges. Mr. Salinas stated that Ms. Leeann Ramirez has that information. Benjamin Arjona, City Manager, asked Mr. Salinas to provide the city with some type of flyer to share with the community. Commissioner Adina “Dina” Santillan asked if there was a registration fee. Mr. Salinas stated he didn’t have that information. Commissioner Santillan asked what the age groups were. Mr. Salinas stated it was Little, Junior, and Miss. Mayor asked what role the city played in this event. Mr. Salinas replied, mainly to assist them with informing the City of San Juan community.

**CITY OF SAN JUAN
CITY COMMISSION MEETING
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D. Update on Hazardous Mitigation Action Plan.

DISCUSSION: David Salinas, Director of Utilities stated this was an update to the Hidalgo County Hazardous Mitigation Action Plan. Mr. Salinas stated this plan had been completed and finalized. He also stated a copy was provided to Fire Chief Garza and City Secretary Brenda. It is also available in the city's drive and now makes us prepared in the event that there are grants available.

E. Presentation on Departmental Reports: Department of Finance, Fire Department, Police Department, Municipal Court, Department of Utilities, Department of Planning and Zoning, Department of Parks and Recreation, Department of Sanitation, and San Juan Memorial Library.

1. Department of Finance Monthly Report.
2. Fire Department Monthly Report.
3. Police Department Monthly Report.
4. Municipal Court Monthly Report.
5. Department of Utilities Monthly Report.
6. Planning and Zoning Monthly Report.
7. Parks and Recreation Monthly Report.
8. Department of Sanitation Monthly Report.
9. San Juan Memorial Library Monthly Report.

DISCUSSION: Commissioner Adina "Dina" Santillan asked Armandina Sesin, Library Director if she was still pending the City Commission's appointed liaison. Mrs. Sesin reported that was correct. Commissioner Santillan asked to place this on the upcoming City Commission meeting agenda. Commissioner Santillan asked Benjamin Arjona, City Manager, if the Noche de Paz and Spazmatics reports were ready. Mr. Arjona stated that it wasn't placed on the agenda but that it was ready and would be placed on the next agenda. Mayor Mario Garza asked Mary Enriquez, Municipal Court Administrator, for an update regarding over the phone payments. Ms. Enriquez stated that the IT Department connected a phone just for over the phone payments. Mayor Garza asked if the court officer was going out to conduct home visits. Ms. Enriquez stated due to COVID he wasn't. Commissioner Marco "Markie" Villegas asked Juan Soto, Interim Director of Sanitation about the new truck that was used specifically for potholes. Mr. Soto stated it hasn't been used for about three to five months. Commissioner Villegas asked what the reason was for it not being used. Mr. Soto replied that they were waiting on material. There were no other questions.

VI. PUBLIC HEARINGS/ORDINANCES

- A. Hold Public Hearing and Consider an Ordinance for a Variance Request to 1) re-dedicate a 60' x 130' portion of East 7th Street (from Nebraska Avenue eastward a distance of 130') from a street right-of-way use to viable city property to construct a portion of a new Fire Department Facility and 2) the consideration of using this portion 60' x 130' portion of East 7th Street will result in 'E. 7th' Street' being a dead-end street which City Code requires a variance to be considered and awarded, as Requested by the City of San Juan.**

**CITY OF SAN JUAN
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DISCUSSION: Benjamin Arjona, City Manager stated this variance was the one presented earlier in the meeting. Daniel Tijerina, Director of Planning and Zoning stated staff and the Planning and Zoning Commission recommended approval. Staff mailed out 11 notices to property owners within a two hundred (200) foot radius and was published in the newspaper. Mr. Tijerina mentioned no comments were received in favor or against the proposal in essence to turn in that section of the road into a viable city use or for the public facility which is the fire station.

Mayor Mario Garza opened the Public Hearing at 6:28 p.m.

DISCUSSION: Mayor Mario Garza asked Mr. Tijerina if there were any comments for or against the request. To which Mr. Tijerina stated there was one call from a property that is located on 7th Street and Kansas; They asked them to send something in writing, but nothing was received. Commissioner Adina “Dina” Santillan asked what their concern were. Mr. Tijerina stated they called stating they use the road but he reiterated the property is facing Kansas. There were no other questions or comments.

Mayor Mario Garza closed the Public Hearing at 6:29 p.m.

Commissioner Ernesto “Neto” Guajardo motioned to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (4-0).

B. Hold a Public Hearing and Consider 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.

DISCUSSION: Daniel Tijerina, Director of Planning and Zoning stated this conditional use permit for the sale and on-site consumption of alcoholic beverages (wine and beer) for the Chili’s Restaurant. Restaurant. Also, this item went before the Planning and Zoning Commission and notices were mailed out to property owners within a two hundred (200) foot radius and received no comments in favor or against the request. Mr. Tijerina mentioned staff and the Planning Commission recommended approval.

Mayor Mario Garza opened the Public Hearing at 6:30 p.m.

Mayor Mario Garza closed the Public Hearing at 6:30 p.m.

Commissioner Adina “Dina” Santillan motioned to approve and was seconded by Mayor Mario Garza. Motion Passed (4-0).

C. Hold a Public Hearing and Consider 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.

DISCUSSION: Daniel Tijerina, Director of Planning and Zoning stated this was a change of ownership, the applicant is taking over the Mariscos Estrella del Mar Restaurant and is requesting continue with the sale and on-site consumption of Alcoholic Beverages (wine and beer). Mr. Tijerina stated staff mailed out notices to twenty-two (22) property owners within a two hundred (200) foot radius and received no comments in favor or against the request. He mentioned the planning commission and staff recommended approval. which the planning commission recommended unanimously to approve.

Mayor Mario Garza opened the Public Hearing at 6:31 p.m.

DISCUSSION: Commissioner Adina “Dina” Santillan asked for reassurance that this was just for the change of ownership. Mr. Tijerina stated that was correct. Mayor Mario Garza asked Mr. Tijerina if there were any reports from the police department. Mr. Tijerina replied no, there was none that he was aware of.

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Mayor Mario Garza closed the Public Hearing at 6:32 p.m.

Commissioner Adina “Dina” Santillan motioned to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (4-0).

- D. Hold a Public Hearing and Consider 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.**

DISCUSSION: Daniel Tijerina, Director of Planning and Zoning informed the City Commission that this property was incorporated into the city in 1985 and originally was outside the city limits since the 1970’s and brought into the city in 1985 and zoned as a general business district. The applicant is proposing a detail shop to repair windshields, cars and dents. Mr. Tijerina stated that staff mailed out 8 notices to property owners within the 200-foot radius, no comments were received in favor or against. He also stated the Planning Commission and staff recommended approval subject to compliance with the list of requirements outlined in the report.

Mayor Mario Garza opened the Public Hearing at 6:34 p.m.

DISCUSSION: Marco “Markie” Villegas asked what were the requirements. Mr. Tijerina stated the requirements were found on page 2 of the report, which were part of the requirements from the city ordinance. Commissioner Villegas asked if the owner met all the requirements, to which Mr. Tijerina replied yes.

Mayor Mario Garza closed the Public Hearing at 6:35 p.m.

Commissioner Marco “Markie” Villegas motioned to approve and was seconded by Commissioner Adina “Dina” Santillan. Motion Passed (4-0).

- E. Consider 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.**

DISCUSSION: Daniel Tijerina, Director of Planning and Zoning stated this is part of La Paloma Subdivision, which is a residential subdivision located northside of Nolana and Cesar Chavez. November 9, 2021 the City Commission approved Resolution 21-27 accepting the petition for voluntary annexation, setting dates and times for public hearings. Staff recommended approval of the first reading of the ordinance.

Mayor Mario Garza opened the Public Hearing at 6:36 p.m.

Mayor Mario Garza closed the Public Hearing at 6:36 p.m.

Commissioner Ernesto “Neto” Guajardo motioned to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (4-0).

- F. Consider 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.**

DISCUSSION: Daniel Tijerina, Director of Planning and Zoning stated the department is processing the Orchards of San Juan a residential subdivision, located at the Southwest corner of Stewart and Moore Road. Furthermore, part of the subdivision is outside of the city limits on November 23, 2021 the City Commission

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approved the resolution 21-29 accepting petition for voluntary annexation, setting dates and times for public hearings. Mr. Tijerina stated staff recommended approval of the first reading of the ordinance.

Mayor Mario Garza opened the Public Hearing at 6:36 p.m.

Mayor Mario Garza closed the Public Hearing at 6:36 p.m.

Commissioner Ernesto “Neto” Villegas motioned to approve and was seconded by Mayor Mario Garza. Motion Passed (4-0).

G. Hold a Public Hearing 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.

DISCUSSION: Daniel Tijerina, Director of Planning and Zoning, stated since it’s an Enterprise Rental Car on the expressway corridor, a conditional use permit was required. Mr. Tijerina gave a brief description of the construction proposal, demolish the existing building and construct a 9,679 sq. ft. building with a beautiful façade and elevations, based on the architectural guidelines. Furthermore, the applicant is proposing to sell used vehicles, car rentals, box truck rentals, car and truck wash building, fueling station and office. Mr. Tijerina stated the property would be subdivided and pointed out this would be a 7-million-dollar project. He mentioned staff mailed out notices to 16 property owners within a 200 ft. radius and received no comments in favor or against the request. Staff presented this item to the planning commission; it passed unanimously with a (5-0) vote.

Mayor Mario Garza opened the Public Hearing at 6:40 p.m.

DISCUSSION: Commissioner Adina “Dina” Santillan asked for the exact location of this project. Mr. Tijerina stated it was next to the Gilsa, and Jaguar/Range Rover. Benjamin Arjona, City Manager, stated this project would be a good opportunity for property and sale taxes. Mayor Mario Garza asked about the car washing and stormwater. Mr. Arjona stated they would have to recapture the water and reuse it. Mr. Tijerina stated they informed the applicant.

Mayor Mario Garza closed the Public Hearing at 6:42 p.m.

Commissioner Marco “Markie” Villegas motioned to approve and was seconded by Mayor Mario Garza. Motion Passed (4-0).

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

A. Discussion and Possible Action to Authorize the City Manager to Declare a 2001 Ford Crown Victoria and 2010 Chevrolet Malibu as Surplus and for Final Disposal for Auction.

DISCUSSION: Daniel Tijerina, Director of Planning and Zoning, stated staff recommends approval of this item as these units have not been able to be utilized.

Commissioner Ernesto “Neto” Guajardo motioned to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passes (4-0).

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B. Consider Preliminary and Final Plat Approval of La Paloma Subdivision being a 20.83-acre tract of land out of Lot 14, Block 47, Alamo Land and Sugar Company Subdivision, located approximately a quarter of a mile West of Cesar Chavez Road, along the North side of Nolana Avenue, as Requested by Javier Hinojosa Engineering.

DISCUSSION: Daniel Tijerina, Director of Planning and Zoning stated the applicant is proposing 87 residential lots that are being proposed and 7 lots that would be facing Nolana. He noted they would comply with the water, sewer and storm drainage. Furthermore, the project engineer is requesting the following variances:

1. To not comply with the required setbacks, they are proposing 5' side setback for interior lots, 15' rear setback for all lots and 15' front setback for curl de sac lots.
2. To not comply with the 65 feet minimum width lot requirements for corner lots. They are proposing 64 feet.
3. To not comply with the 15-foot utility easement on the rear of all properties. They are proposing a 10 foot.
4. To not comply with the park fee. They are requesting to pay 50% during the subdivision phase and 50% at the building permit stage.
5. To not comply with the commercial lot sizes for Lots 1, 2, 41 and 42

Mr. Tijerina stated the Planning Commission recommended approval of the infrastructure improvements but denied the variances requested. However, there is a lead way that can be taken if the City Commission if so desired, since they have previously received similar requests. Mayor Mario Garza concurred with Mr. Tijerina. Benjamin Arjona, City Manager, explained that at variance number 3 would accommodate number 1. Commissioner Adina "Dina" Santillan asked for clarification regarding not complying with the park fee. Mr. Tijerina explained that they would pay 50% of the park fee, and when the builder constructs, they would pay the other 50%. Commissioner Santillan asked if developers would be aware of this. Mr. Tijerina replied yes. Mr. Arjona stated his recommendation was not to comply with number 1, allowing the five' instead of the six, however not the other two because of the fact that number three is going from 15' utility easement to 10 foot which gives them an additional five. Mayor Garza once again asked if this type of variance have been previously approved. Mr. Arjona replied yes, it's something they have been looking into maybe amending the ordinance.

Commissioner Ernesto "Neto" Guajardo motioned to approve City Manager's recommendation and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (4-0).

C. Consider Resolution to Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC), City of San Juan and OC Development, LTD. for Christian Estates Subdivision.

DISCUSSION: Daniel Tijerina, Director of Planning and Zoning stated this is a standard an agreement between the City of San Juan and North Alamo Water Supply for a subdivision inside our city limits, Christian Estates. We recommended the adoption of the resolution to approve the waterline access agreement as presented.

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Commissioner Marco “Markie” Villegas motioned to approve and was seconded by Commissioner Ernesto “Neto” Guajardo. Motion Passed (4-0).

D. Discussion and Possible Action to Adopt the Emergency Response Plan Required Per Senate Bill 3 and Authorize the City Manager to Execute All Related Documents and Budget Amendment as Needed.

DISCUSSION: David Salinas, Director of Utilities, stated the 87-legislature passed Senate Bill 3 that requires all affected utilities in the City of San Juan to adopt an emergency response plan by March 1st of 2022 and implement it by July 1st of 2022. Mr. Salinas informed the City Commission that the plan was ready to be adopted at today’s ratification.

Commissioner Ernesto “Neto” Guajardo motioned to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passes (4-0).

E. Discussion and Possible Action to Authorize the City Manager to Declare a 2006 Ford F150 Unit 260, as Surplus and for Final Disposal at Auction.

DISCUSSION: David Salinas, Director of Utilities stated this item was before the City Commission to declare this vehicle as surplus and dispose of it.

Commissioner Ernesto “Neto” Guajardo motioned to approve and was seconded by Mayor Mario Garza. Motion Passed (4-0).

F. Discussion and Possible Action to Approve an Agreement with TRIMAD Consultants, L.L.C. for Engineering Services and Associated Budget for the Installation of a Dual Voltage Magnetic Flow Meter for the Sgt. Leonel Trevino Reservoir and Authorize the City Manager to Execute All Related Documents and Budget Amendment as Needed.

DISCUSSION: David Salinas, Director of Utilities stated as far as the permanent contract we have with Hidalgo Irrigation District #2 they have the right to dictate the type of meter that needs to go in reservoir as we water from their irrigation canals. They have requested that we replace the mechanical propeller meter that we have out there because it tends to get caught up with debris as that comes through irrigation canals and it doesn’t register water. So, they are requesting a magnetic meter that no moving parts and its more accurate, so this is to approve the agreement with TRIMAD engineer so they can install that meter at the Sergeant Trevino reservoir.

Commissioner Adina “Dina” Santillan motioned to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (4-0).

G. Discussion and Possible Action to Approve an Agreement with TRIMAD Consultants, L.L.C. for Engineering Services and Associated Budget for Improvements to the Existing Sanitary Sewer Collection System that has Partially Collapsed Under an Apartment Building in the F.R. Speaks Subdivision and Authorize the City Manager to Execute All Related Documents and Budget Amendment as Needed.

DISCUSSION: David Salinas, Director of Utilities states there is a sewer line underneath the apartment at the intersection on Iowa and Sam Houston or 11th St. that has partially collapsed underneath there. So, this agreement will allow them to finish the design so we can off for bid and replace and reroute it out from underneath that apartment complex. Benjamin Arjona, City Manager stated for the record that this sewer line has been there for a long time

**CITY OF SAN JUAN
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Commissioner Ernesto “Neto” Guajardo motioned to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passes (4-0).

VIII. CONTRACTUALS

- A. Consider Entering Into an Interlocal Cooperation Agreement Between the City of San Juan and Hidalgo County to Provide Efficient and Effective Library Services for County Residents.**

DISCUSSION: Armandina Sesin, Library Director stated this was the yearly agreement we have with Hidalgo County to provide resources for the citizens of San Juan and this year the amount is \$14,777.69.

Commissioner Adina “Dina” Santillan motioned to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passes (4-0).

IX. CONSENT AGENDA

- A. Consider Second and Final Reading of the Ordinance for a Conditional Use Permit to allow a kettle corn portable food stand at San Juan H-E-B located at 901 W. IH 2, legally described as Lot 2, HEB San Juan Unit 2 Subdivision, as Requested by Melissa Martinez.**
- 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 the proposed Olive Garden Restaurant to be located at 1403 E. IH 2, legally described as Lot 2, Plaza San Juan Subdivision, as Requested by Olive Garden Holdings, LLC.**
- C. Consider Second and Final Reading of Ordinance for a Rezoning Request from Neighborhood Commercial District (C-1) to General Business District (C-2) of the property legally described as Lots 19 thru 21, Block 4, Tierra del Sol Inc. No. 2 Subdivision, located at the Northeast corner of 7th Street and Veterans Boulevard, as Requested by Perla Castillo.**
- D. Approval of Minutes**
- **November 23, 2021 - Regular Meeting**

Commissioner Adina “Dina” Santillan motioned to approve all items under consent agenda and was seconded by Commissioner Marco “Markie” Villegas. Motion Passes (4-0).

X. EXECUTIVE SESSION 6:57 P.M.

- 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.**

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1. Pursuant to Section §551.087 ECONOMIC DEVELOPMENT NEGOTIATIONS; Deliberation Regarding Financial Incentives to the Following Business Prospects:
 - a. Project Tri
 - b. Project Stay
2. Pursuant to Section §551.074 PERSONNEL MATTERS; Discuss the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee (Director of Sanitation).
3. Pursuant to Section §551.071 of the Texas Government Code (Consultation with Attorney), Discussion and Possible Action Regarding Case No. AAA-01-21-0002-6837 and Case No. AAA-01-21-0002-6435, Arbitration Matters Regarding Concerning Joseph Martinez v. City of San Juan.
4. Pursuant to Section §551.071 of the Texas Government Code (Consultation with Attorney), Discussion and Possible Action Regarding the City of San Juan Wrecker Ordinance Article 4.04.
5. Pursuant to Section §551.072 of the Texas Government Code (Real Estate Matters) and § 551.071 of Texas Government Code (Consultation with Attorney), Discussion and Possible Action Regarding a Possible Transfer of Property to the San Juan Economic Development Corporation (EDC), Legal Description Alamo Land & Sugar Co., 1.13 AC an IRR TR N 168.8'-S313.80'-W412'-E947.73' Lot 8 Blk 35 1.13 Net.

Commissioner Adina “Dina” Santillan motioned to enter into executive session and was seconded by Mayor Mario Garza. Motion passed (4-0).

XI. RECONVENE 8:07 P.M.

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

- 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 §551.087 ECONOMIC DEVELOPMENT NEGOTIATIONS; Deliberation Regarding Financial Incentives to the Following Business Prospects:
 - a. Project Tri
 - b. Project Stay

Mayor Mario Garza made motion to approve City Manager/EDC Director recommendation and was seconded by Commissioner Ernesto “Neto” Guajardo. Motion Passed (4-0).

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2. Pursuant to Section §551.074 PERSONNEL MATTERS; Discuss the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee (Director of Sanitation).

No action was taken.

3. Pursuant to Section §551.071 of the Texas Government Code (Consultation with Attorney), Discussion and Possible Action Regarding Case No. AAA-01-21-0002-6837 and Case No. AAA-01-21-0002-6435, Arbitration Matters Regarding Concerning Joseph Martinez v. City of San Juan.

No action was taken.

4. Pursuant to Section §551.071 of the Texas Government Code (Consultation with Attorney), Discussion and Possible Action Regarding the City of San Juan Wrecker Ordinance Article 4.04.

No action was taken.

5. Pursuant to Section §551.072 of the Texas Government Code (Real Estate Matters) and § 551.071 of Texas Government Code (Consultation with Attorney), Discussion and Possible Action Regarding a Possible Transfer of Property to the San Juan Economic Development Corporation (EDC), Legal Description Alamo Land & Sugar Co., 1.13 AC an IRR TR N 168.8'-S313.80'-W412'-E947.73' Lot 8 Blk 35 1.13 Net.

Mayor Mario Garza made motion to approve City Manager/EDC Director recommendation and was seconded by Commissioner Ernesto “Neto” Guajardo. Motion Passed (4-0).

II. ADJOURNMENT 8:08 P.M.

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

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, MARCH 8, 2022**

Brenda Escalante, City Secretary

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

Discussion and Possible Action Regarding Qualifications to Award RFQ NO. 22-013-09-08
Agent of Record for Employee Health Insurance and Voluntary Products and Authorize the City
Manager to Execute all Related Documents as Needed.

STAFF COMMENTS AND RECOMMENDATIONS:

On August 24, 2022 and August 28, 2022, Staff Advertised in the Advance News Journal and
The Monitor for RFQ NO. 22-013-09-08 Agent of Record That Includes Proposals for
Employee Health Insurance and Voluntary Products. A Pre-Bid Conference was held on
September 1, 2022 and a Bid Opening was held on September 8, 2022. Based on the number of
accounts, staff selects the top three submittals:

1. Pierre Newkirk, NEWKIRK AND NEWKIRK, INC. & Shana Robinson, BARRETT
INSURANCE GROUP LLC, McAllen, TX - San Antonio, TX
2. Jonathan R. Sakulenzki, Valley Risk Consulting Inc. - McAllen, TX
3. Jeff Everitt & Associates, Inc. - Weslaco, TX

RECOMMENDATION:

Select and Authorize the City Manager to Negotiate a Contract and Enter into a Contract
Agreement for an Agent of Record for Employee Health Insurance and Voluntary Products.

PREPARED BY:

Lori Maldonado,
Purchasing Agent

APPROVED BY:

Benjamin Arjona, City
Manager



**AGENT OF RECORD
THAT INCLUDES PROPOSALS FOR EMPLOYEE HEALTH INSURANCE
AND VOLUNTARY PRODUCTS
RFQ NO. 22-013-09-08**

AGENT	No. of Accts.	Municipal Experience	References	No. of Personnel Assigned to City	Proximity	Coordinate COBRA	Coordinate 1095 (B&C)	Coordinate Claims	Cafeteria Plan	Open Enrollment	Health Fair
Pierre Newkirk, NEWKIRK AND NEWKIRK, INC. & Shana Robinson BARRETT INSURANCE GROUP LLC	510 (APRX) ACCTS & 52,000 EMPLOYEES	YES	4 - CITY 2-SCHOOL 2-COUNTY 1-OTHER	8	McALLEN SAN ANTONIO	YES	YES	YES	YES	YES	YES
Jeff Everitt & Associates, Inc.	MORE THAN 50 ENTITIES EXCEEDING 15,000 MEMBERSHIPS	YES	1- CITY 4-SCHOOL 2-PRIVATE 1-COUNTY	3	WESLACO	YES	YES	YES	YES	YES	YES
Jonathan R. Sakulenzki, Valley Risk Consulting Inc.	35 GROUPS WITH 3,100 LIVES - CO CONSULTANT ON 13 GROUPS WITH 20,000 LIVES	YES	2-CITY 8-SCHOOL 4-OTHER	6	McALLEN	YES	YES	YES	YES	YES	YES



**AGENT OF RECORD
THAT INCLUDES
PROPOSALS FOR EMPLOYEE HEALTH INSURANCE
AND VOLUNTARY PRODUCTS**

**RFQ NO. 22-013-09-08
CITY OF SAN JUAN
ATTENTION: LORI A. MALDONADO
PURCHASING AGENT
709 S. NEBRASKA
SAN JUAN, TEXAS 78589**

Proposal Response from:

**NEWKIRK AND NEWKIRK, INC.
Pierre Newkirk
956-664-0200
AND
BARRETT INSURANCE GROUP, LLC
Shana Robinson
210-483-0838**



To: Lori A. Maldonado
Purchasing Agent

From: Newkirk and Newkirk, Inc. and Barrett Insurance Group, LLC

Newkirk and Newkirk, Inc.
Pierre Newkirk
President
3101 N. Jackson Rd.
McAllen, Texas 78501
Phone: 956-664-0200
Fax: 956-664-0203
pierre@newkirkandnewkirk.com

Barrett Insurance Group, LLC
Shana Robinson
Vice-President
1017 N. Main Ave., Suite 204
San Antonio, Texas 78212
Phone: 210-485-1855
Fax: 210-334-0227
shana@barrettinsurance-services.com

Signature

Signature

This agent has made no agreements with any company that places it as the sole agent for such company.

1. COVER LETTER

September 6, 2022

City of San Juan
 Attention: Lori A. Maldonado
 Purchasing Agent
 709 S. Nebraska
 San Juan, Texas 78589

Dear Ms. Maldonado,

Newkirk & Newkirk and Barrett Insurance Group, LLC understands that the City of San Juan is seeking employee benefits with extra value from a brokerage firm, with an established track record in providing superior services and benefits. Newkirk & Newkirk, Inc. and Barrett Insurance Group, LLC meet this requirement and can address your need for strategic benefit plan design and ongoing management, marketing support, evaluation, negotiation and technical expertise, enrollment systems with monthly reporting to obtain and manage the best coverage and cost for the City of San Juan Employees. Newkirk & Newkirk and Barrett Insurance Group, LLC have developed, deliver, and manages solutions providing real bottom-line savings and impact combined with market leverage and industry expertise. Newkirk & Newkirk and Barrett Insurance Group, LLC are a team of agents, consultants, benefit specialists and account managers that will see the City of San Juan through each phase of benefit development providing real time reporting and savings. Newkirk & Newkirk and Barrett Insurance Group, LLC will customize and operationalize proprietary products identified as targeted solutions for the City of San Juan employees with analytical expertise and benefit solutions while evaluating medical products to best suit your needs, just as Newkirk & Newkirk and Barrett Insurance Group, LLC have done for over 100,000 employees in our 6+ years of business. We intend to deliver both cost reduction and benefit solutions to the City of San Juan unique employee needs.

Please accept this proposal as our intent to become City of San Juan's Professional Agent of choice while we demonstrate and provide the solutions and resources for all the needs listed below. Newkirk and Newkirk, Inc. and Barrett Insurance Group, LLC philosophy is to:

- Always provide superior, friendly, immediate customer service to include after hours for employee questions and needs.
- We will provide a comprehensive fully funded, level funded and self-funded, medical and pharmaceutical product with all requested and necessary benefits to protect the health of the Employees.
- We will incorporate documented solutions for "REAL" healthcare costs containment with a holistic approach for each employee.
- Evaluate, design, develop and implement a benefit package design for your employees that will meet the City of San Juan's goals for human capital and financial purposes.

- Analyze your healthcare costs while pairing proprietary benefit products to provide real coverage for those invested in a HDHP plan saving the City of San Juan and employee dollars while giving back access to their plan.
- Identify the benefit system to help administer and communicate with payroll, HR and carriers while providing monthly reporting at your fingertips.
- Provide a dedicated account team and effective oversight with over 6 years in the insurance business.
- Provide industry knowledge on Onsite Clinics, Telemedicine, Wellness Platforms, FSA, HSA, Cobra, HDHP bundled products, and all other products listed.
- Concierge Services with personal one-on-one enrollment for each employee with a knowledgeable licensed agent in English and Spanish, to assist employees in understanding their benefits and the generosity of the City of San Juan.
- Newkirk and Newkirk, Inc. and Barrett Insurance Group, LLC is employee centric with cost savings and employer savings in mind.
- Expertise in managing your Section 125 Administration while maintaining guidelines regarding legal changes on ACA compliance regulations.

Newkirk & Newkirk, Inc. and Barrett Insurance Group, LLC share several clients creating a partnership and one call response team providing excellent customer service to the client and all employees in need of assistance.

Our mission is to fulfill your RFQ request as it relates to employee medical benefits and be the best advisor for your insurance plans while creating real savings and management. We sincerely appreciate the opportunity to propose our services and knowledge and look forward to presenting our expertise in person, if selected, or provide more details as needed. Please contact me if there are any further questions or inquiries regarding this RFQ.

Sincerely,

Signature

Newkirk and Newkirk, Inc.

Pierre Newkirk

President

3101 N. Jackson Rd.

McAllen, Texas 78501

Phone: 956-664-0200

Fax: 956-664-0203

pierre@newkirkandnewkirk.com

Signature

Barrett Insurance Group, LLC

Shana Robinson

Vice-President

1017 N. Main Ave., Suite 204

San Antonio, Texas 78212

Phone: 210-485-1855

Fax: 210-334-0227

shana@barrettinsurance-services.com

2. BROKERS AND AGENTS

Proposed Project Team, Staff Qualifications, Experience & Credentials

Barrett Insurance Group, LLC has a dedicated staff member to ensure customer satisfaction and the resolution of customer complaints. Our department is accessible 8AM-6PM, M-F and 8AM-12PM on Saturday. We have an Issue Resolution database where all customer issues, complaints, carrier crisis and all other opportunities to provide excellent customer care are captured and a ticket is created. Once an opportunity is entered into the database by a staff member at Barrett, captured on our 1-800 online or ever emailed to our agency the clock starts ticking. The database captures the details and then their account manager starts to “work and resolve” the issue. All calls are made as a follow-up are documented in the database and contact is made immediately to any carrier or contact necessary to start resolution. The employee that has filed the opportunity is then called withing 24 hours (except for the weekend) with a status update. Our goal for any complaint is resolution within 48 hours. All tickets are sent to the Vice President of Barrett Insurance upon arrival into the database until “resolved” category is turned “green” for resolution completed. All issues are than reported and recapped in the Barrett weekly team meeting.

Barrett Insurance utilizes a team approach to service our accounts. In this way, the client is guaranteed to receive all the core services necessary for the effective management of its employee benefit program.

These services are delivered by professionals who have outstanding knowledge in their given areas of expertise as well as first-hand understanding of the client’s specific program, population, and needs. As stated earlier, team members average more than 20 years of industry experience. They have worked with major insurance carriers, broker consultants, and/or specialty vendors, frequently in senior management positions. The team is also highly experienced in the education sector. For example, over the course of his 35-year career Dan Barrett has extensively managed and/or placed insurance products with education and public sector clients in Texas, which includes many School Districts.

What does this mean to City of San Juan? You are assured of receiving outstanding knowledge and experience, objective guidance, and quality service to meet your requirements and goals.

Training is mandatory and critical to our agency and team growth. Barrett Insurance attends and provides training all year for staff and enrollers. An example of annual training is listed below:

Enrollers receive:

- Extensive training on all benefits prior to enrollment from carrier experts.
 - Participate in SWMBE training for small business.
 - Training an ACA and evolving rules and regulations at UTSA.
 - Advanced
 - Excel training.
 - Cyber Security Training.

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- As proud members of the Mexican American School Board Association (MASBA) we attend all four conferences annually and participate in their TEA updates virtually.

Account Management

Dedicated Account Team	• Assign a team of specialists dedicated to serving the client's needs. • Ensure client always works with senior professionals with proven industry experience and success.
National Resources and Local Support	• Provide access to national insurance and administrative markets, vendors, subject matter experts, and other resources. • Combine the above with day-to-day local support, both proactively and in response to client requests.
Service Calendar	• Map out activities, due dates, and responsibilities for the entire year; continually review and update as needed. • Ensure that the client knows what to expect in terms of service and performance. • Keep Barrett Insurance accountable to the client at all times.
Vendor Negotiations and Management	• As one of country's largest broker/consultants, leverage volume of premium placed, carrier relationships, and underwriting expertise on client's behalf. • Optimize financial results and carrier performance during renewal and throughout the plan year.
Market Review and Client Education	• Keep the client up to date on industry developments through direct reporting as well as monthly newsletters, quarterly webinars, and special publications and events. • Look to apply this information to help make improvements in the client's program.
Stewardship Report	• Annual review of program status. • Identify and resolve open issues. • Discuss and lay groundwork for upcoming projects.
Benefits Administration	• Establish client requirements, needs, and goals in this area. • Provide employers and employees with the advantages of a mobile app that hosts wellness programs, a benefits library, and other educational and time-saving features. • On request, consult on a technology platform to facilitate enrollment and HR tracking of employee benefit activity.

Contact Information - Barrett Insurance Services:

Name: Shana Robinson
Title: Vice-President, COO
Phone Number: 210-485-1855 Ext. 307
Fax Number: 210-334-0227
Address: 1017 N. Main Ave., Suite 204, San Antonio, Texas 78212
Email: shana@barrettinsurance-services.com
Years of experience in managed care/insurance: 26 years
Years with company: 5 years
Primary Responsibilities: Management of Clients and Carriers

Name: Dan Barrett
Title: President, Owner
Phone Number: 210-485-1855 Ext. 302
Fax Number: 210-334-0227
Address: 1017 N. Main Ave., Suite 204, San Antonio, Texas 78212
Email: dan@barrettinsurance-services.com
Years of experience in managed care/insurance: 40 years
Years with company: 30 years
Primary Responsibilities: Management of Clients and Carriers

Name: Sonya Cardenas
Title: Account Executive
Phone Number: 210-485-1855 Ext. 309
Fax Number: 210-334-0227
Address: 1017 N. Main Ave., Suite 204, San Antonio, Texas 78212
Email: sonya@barrettinsurance-services.com
Years of experience in managed care/insurance: 3 years
Years with company: 3 years
Primary Responsibilities: Account Executive

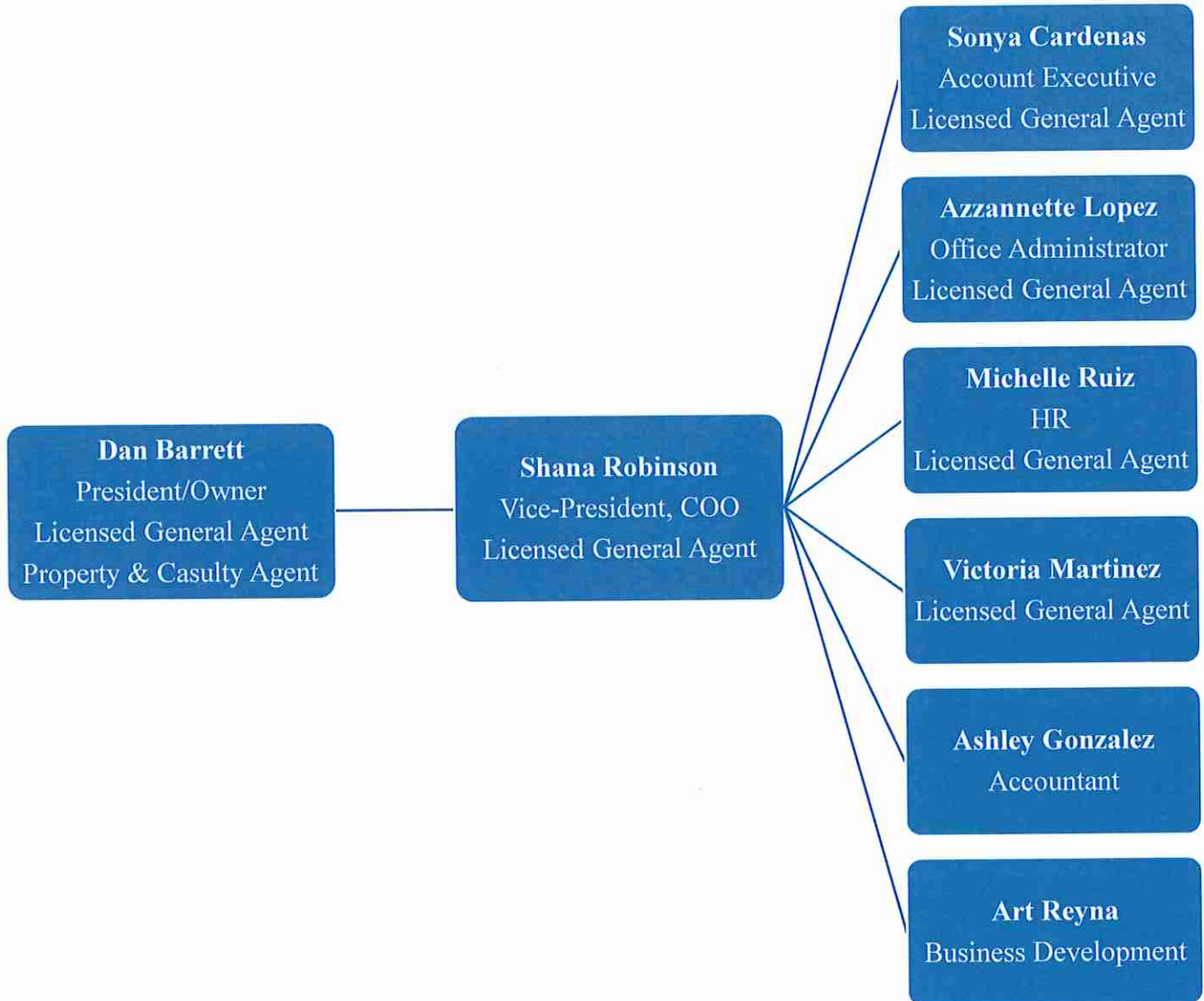
Name: Azzannette Lopez
Title: Office Administrator
Phone Number: 210-485-1855 Ext. 303
Fax Number: 210-334-0227
Address: 1017 N. Main Ave., Suite 204, San Antonio, Texas 78212
Email: azzannette@barrettinsurance-services.com
Years of experience in managed care/insurance: 3 years
Years with company: 3 years
Primary Responsibilities: Office Management, Marketing

Name: Ashley Gonzalez
Title: Accountant
Phone Number: 210-485-1855
Fax Number: 210-334-0227
Address: 1017 N. Main Ave., Suite 204, San Antonio, Texas 78212
Email: Ashley@thegonzalezgroup.com
Years of experience in managed care/insurance: 4 years
Years with company: 4 years
Primary Responsibilities: Accounting Manager

Name: Michelle Ruiz
Title: HR/Data Entry Clerk
Phone Number: 210-485-1855 Ext. 304
Fax Number: 210-334-0227
Address: 1017 N. Main Ave., Suite 204, San Antonio, Texas 78212
Email: michelle@barrettinsurance-services.com
Years of experience in managed care/insurance: 25 years
Years with company: 1 year
Primary Responsibilities: Account Manager, Human Resources

Name: Art Reyna
Title: Business Development
Phone Number: 210-485-1855
Fax Number: 210-334-0227
Address: 1017 N. Main Ave., Suite 204, San Antonio, Texas 78212
Email:
Years of experience in managed care/insurance: 2 years
Years with company: 2 years
Primary Responsibilities: Business Development

Name: Victoria Martinez
Title: Marketing and Communications
Phone Number: 210-485-1855
Fax Number: 210-334-0227
Address: 1017 N. Main Ave., Suite 204, San Antonio, Texas 78212
Email: vmartinez@barrettinsurance-services.com
Years of experience in managed care/insurance: 2 years
Years with company: 2 years
Primary Responsibilities: Marketing and Communications



Newkirk and Newkirk, Inc. and Barrett Insurance Group, LLC Broker for The City of San Juan:

Shana Robinson, Vice-President. She holds a Bachelor of Humanities & Philosophy from the University of Texas at San Antonio. Shana joined Barrett Insurance Services years ago from The Baptist Health System where she operated as the Chief of Growth with 14-years' experience. She was responsible for the design and operations of 12 onsite clinics, wellness programs and ultimately the medical expense for large San Antonio companies. She will serve as City of San Juan's senior strategic partner. She will provide the district with strategies planning and guidance as well as coordinated deployment of all benefits systems platform and resources, among others. She will ultimately be responsible for the relationship with The City of San Juan and all carriers. She will be the executive management team lead allowing us to direct all our energy and resources to you while making impactful decisions. She holds a General License Agent License.

As your benefits consultant, Newkirk and Newkirk, Inc. and Barrett Insurance Group, LLC will analyze your claims data on a continual basis to evaluate if and when a change to or consider direct contracting, narrow networks or if value pricing should be considered. Should you decide to make a change, we will structure the program, market the providers, and fully manage the implementation process.

The goals of our account services team in support of The City of San Juan are to:

- Align the benefits strategy with each client's overall business strategy.
- Identify and address all risks and cost drivers.
- Develop affordable, high-quality employee insurance programs.
- Educate clients on all options available in the marketplace.
- Mitigate health risks to reduce the number and severity of claims.
- Support and provide options to improve administrative processes.
- Provide an excellent experience for employer and employees.

Strategic planning is a cornerstone of our effectiveness. A strategic approach is necessary to combat market pressures and ensure your plan is financially viable long-term. Our basic methodology is as follows:

- At the start of every engagement, Newkirk and Newkirk, Inc. and Barrett Insurance Group, LLC account leaders interview the client and other stakeholders in the benefits program, in depth, in order to learn about the client's goals and priorities, benefits history, management, culture, and human capital needs.
- We work with the client to prepare an annual "benefits business plan" to identify (1) all of the major account management objectives and deliverables for the coming plan year; and (2) longer-term goals and directions for the program. This plan provides an initial "Program Analysis and Financial Overview" of your current benefits program.

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- Once agreed to by the client, Newkirk and Newkirk, Inc. and Barrett Insurance Group, LLC, the business plan is mapped onto a “Benefits Service Calendar,” which breaks out and schedules all the activities needed to fulfill the plan’s deliverables on a weekly basis for every month of the plan year. At the same time, the calendar serves to keep the client informed about the status and progress of the benefits program on an ongoing basis. The details of the calendar will continue to be modified in response to new information, conditions, and priorities.
- A customized timeline/Benefits Service Calendar will be developed for The City of San Juan during the first month of our engagement, based on client interviews, our program and needs analysis, and The City of San Juan’s input and sign-off on the overall strategic plan, key deliverables, and target dates. A model Benefits Service Calendar is provided.
- We review progress with the client at both scheduled and ad hoc meetings. We will provide monthly claims data, legislative updates, and the status of upcoming benefit activities and any open issues. Larger program components are broken out, defined, and tracked through a detailed Project Plan.
- This process is repeated annually to adjust and re-focus the benefits business plan for each new plan year. Aiding the process is an annual Stewardship Report and meeting, to formally look back at the past year, evaluate the program’s success to date, and review open issues and their status going forward.

Quality Assurance

Individual Client Experience Program (“I.C.E.”)	• Proprietary process used by Newkirk and Newkirk, Inc. and Barrett Insurance Group, LLC to align the client’s benefit strategies with its organizational and human resource goals. • Attain specific and measurable results. • Ongoing review of strategies and benefit plans, making adjustments needed to remain current with organizational and/or market change.
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Our Advantages Representing The City of San Juan

- Newkirk and Newkirk, Inc. and Barrett Insurance Group, LLC's business model allows us to provide all the expertise and resources of a national consultant, but with the hands-on, day-to-day support and service of a local broker.
- Newkirk and Newkirk, Inc. and Barrett Insurance Group, LLC's experience public sector clients. We understand and have proven ourselves responsive to their (e.g., strict budget constraints; importance of benefits in lieu of salary to recruit and retain quality personnel; often limited HR staff). We always look to strike a balance between saving money and maintaining and improving the quality of your benefit offerings.
- Your account team consists of seasoned benefits professionals. These professionals will remain on your team for the length of our engagement. Not only will The City of San Juan benefit from their knowledge but also from the consistency of their permanent assignment to your account.
- Newkirk and Newkirk, Inc. and Barrett Insurance Group, LLC has been doing business in Texas since 1975. Our knowledge and presence in this market contributes to our local and national negotiating leverage as we annually place *more than \$100 million in premium* company wide.
- Our "benefits business plan" approach systematically addresses all of the factors impacting your cost and the needs of your agency. We are relentless in exploring every option on your behalf for the best possible results.
- We place special especial emphasis on providing client information, education, and guidance regarding compliance, especially in the critical area of Health Care Reform.
- We partner with specialized vendors to offer innovative solutions to our clients. In the case of The City of San Juan, our partnerships can provide (a) a state-of-the-art benefits administration system at no additional cost; and (b) a potential opportunity to receive a reduction in premium for participating in an outsourced worksite wellness program.

Annual Reenrollment

Barrett Insurance Services will directly support and help coordinate aspects of the open enrollment process through completion. Your account team will work with your HR management to create a complete Open Enrollment project plan and timeline. Aspects of the program to be addressed include:

- Personal one on one enrollment with each DONNA ISD employee on the benefit platform
- Finalizing of benefits offering and employee contributions
- Defined roles, responsibilities, and deliverables for the client, the vendors, and Barrett Insurance
- Scheduling

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- Enrollment procedures
- Required plan documentation
- Creation and distribution of employee communication and educational materials (including legal notifications)
- Enrollment meetings (live and webcasts)
- Facilities preparation (if needed)
- Q&A support for employees
- Coordination, review, and transmission of final enrollment data with the carriers.

In addition, after open enrollment is completed, we conduct a renewal review meeting with the client. The purpose of the meeting is to review results and identify any adjustments or changes to be made in the future.

Open enrollment is more than an administrative event for employees—it is an educational opportunity, with special emphasis placed on plan changes and new product rollouts. Your account team (which includes a communications specialist) is experienced in the planning, writing, and design of awareness-building and educational tools. In addition to meetings, we can employ a range of techniques and media (print, email, intranet, etc.) to proactively disseminate information, build awareness, and facilitate the enrollment process.

Our core support services for compliance include:

- Health Care Reform guidance from a regulatory, financial and operational perspective
- Ongoing review and identification of relevant legal and regulatory developments. These findings are communicated to clients directly from the account team or via the electronic distribution of compliance updates.
- Providing an annual compliance timeline (a sample is provided in the *Exhibits section*)
- Performing a compliance review of basic benefit documentation requirements, such as:
 - Summary Plan Descriptions for all plans.
 - Annual Report of Employee Benefit Plan – Form 5500 and related documents.
 - Coverage continuation arrangements – COBRA and state specific requirements.
 - Medicare – Part D notification and filing requirements.
 - Child Health Insurance Plan (CHIP) – notice requirements.
 - HIPAA – notice requirements.
- Assisting in preparation of a Wrap Summary Plan Description to help reduce government filings and simplify communications related to ERISA compliance.

Today's overriding regulatory concern is Health Care Reform. To keep our clients up to date on the Affordable Care Act—and prepared to make all of the decisions the law requires—we provide a comprehensive program that features these initiatives:

- Continue to monitor and analyze legislation; provide updates as soon as new information is

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released.

- Conduct Health Care Reform compliance reviews (e.g., for W-2 reporting, Summary of Benefits Coverage, Affordability Standard, etc.) customized for the client organization and the state(s) in which it operates.
- Help manage the Summary of Benefits Coverage process for fully insured and self-insured plans.
- Aid in evaluating potential “Pay or Play” scenarios and affordability tests.
- Evaluate private Health Care Exchanges and defined contribution approaches for employers considering this direction.
- Ongoing communications/education program through monthly newsletters, webinars, client meetings, and escalation of questions to the head of our Compliance group or ERISA counsel as needed.
- Schedule specific Health Care Reform meeting dates for one-on-one counseling.
- Sponsor roundtable sessions with selected clients to share best practices and client- specific strategies.

Barrett Insurance takes a hands-on, proactive role in addressing this critical topic. We do not just pass along information or wait for the client to ask questions. Health Care Reform is a topic on our agenda for every client meeting. We help our clients crunch the numbers (from Pay or Play analysis to calculating the number of “full-time equivalent employees” or FTEs) and objectively assess financial alternatives and strategies. In effect, we accept the responsibility to lead our clients in planning for this highly complex and challenging legislation.

Contact Information - Newkirk & Newkirk, Inc.:

Name: Pierre Newkirk
Title: Agent/Broker/Consultant (Primary)
Phone Number: 956-778-6395
Fax Number: 956-664-0203
Address: 3101 N Jackson Rd., McAllen, Texas 78501
Email: pierre.newkirk@ceterawealth.com

Name: Ramiro Garza
Title: Service Agent (Secondary)
Phone Number: 956-664-0200
Fax Number: 956-664-0203
Address: 3101 N Jackson Rd., McAllen, Texas 78501
Email: rgnewkirk@yahoo.com

Name: Monique Farias
Title: Back-up Agent
Phone Number: 956-664-0200
Fax Number: 956-664-0203
Address: 3101 N Jackson Rd., McAllen, Texas 78501
Email: mfarias@multi-line.com

Name: Martin Trevino
Title: Back-up Agent
Phone Number: 956-664-0200
Fax Number: 956-664-0203
Address: 3101 N Jackson Rd., McAllen, Texas 78501
Email: martin@newkirkandnewkirk.com

Name: Patricia Cavazos
Title: Service Associate
Phone Number: 956-664-0200
Fax Number: 956-664-0203
Address: 3101 N Jackson Rd., McAllen, Texas 78501
Email: patricia@newkirkandnewkirk.com

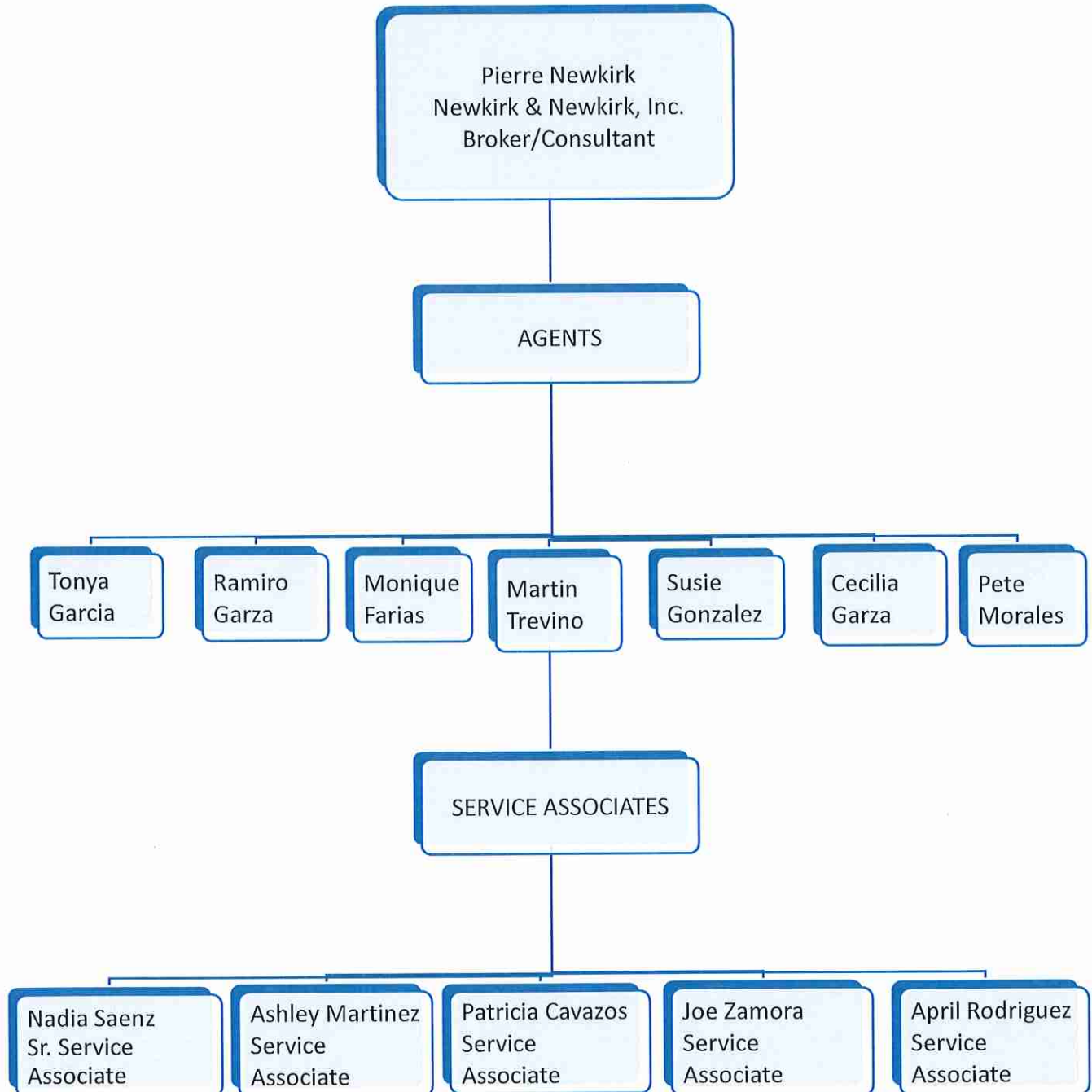
Name: Ashley Martinez
Title: Service Associate
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Fax Number: 956-664-0203
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Email: ashley@newkirkandnewkirk.com

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Name: Joe Zamora
Title: Service Associate
Phone Number: 956-664-0200
Fax Number: 956-664-0203
Address: 3101 N Jackson Rd., McAllen, Texas 78501
Email: joe@newkirkandnewkirk.com

Name: Nadia Saenz
Title: Service Associate
Phone Number: 956-664-0200
Fax Number: 956-664-0203
Address: 3101 N Jackson Rd., McAllen, Texas 78501
Email: nadia@newkirkandnewkirk.com

Name: April Rodriguez
Title: Service Associate
Phone Number: 956-664-0200
Fax Number: 956-664-0203
Address: 3101 N Jackson Rd., McAllen, Texas 78501
Email: april@newkirkandnewkirk.com



Newkirk & Newkirk, Inc.'s Agents & Staff:**AGENTS:**

Pierre Newkirk – President and Lead Contact: Licensed Agent; Oversees daily operations of Newkirk & Newkirk, Inc.

Ramiro Garza, Susie Gonzalez, Tonya Garcia, Martin Trevino, Cecilia Garza, Monique Farias and Pete Morales – Licensed Agents and Benefit Specialists which gather company information to assist in the quoting process, assist with enrollments, provide customer service to clients/employees (one to one basis as necessary) and explain benefits. All agents maintain customer service relation with both employer and employees as necessary.

OFFICE STAFF:

Nadia Saenz, Patricia Cavazos, Ashley Martinez, Joe Zamora and April Rodriguez – Employees which have an average of 13 years of experience and provide Agent support and administrative functions, such as prepare quotes, assist in RFP preparation, respond to customer service requests, process corrections on policies, order ID cards, process additions, terminations and cancellations of employees within the group and maintain activity logs on each account.

REMOTE STAFF:

Our company has satellite offices throughout Texas. A workforce is immediately accessible to handle large volumes with agents, associates and customer service representatives.

As mentioned previously, our office staff is available during regular business hours in addition to after business hours as requested, to accommodate unusual work schedules or busy day-to-day activities. The entire staff and agents will be at your disposal.



Shana Robinson is the Vice-President of Barrett Insurance Group, LLC in San Antonio, Texas. Shana joined Barrett in February of 2016 and has successfully utilized her skills to assist school Districts, municipalities, and small and large companies in obtaining the best insurance coverage for their employees. Shana started her career in the medical world at Bayer Pharmaceutical, creating an in-depth knowledge of the cost and need for accessible medications for our clients. She was Chief of Development and Growth for Baptist Health System for over 14 years and with oversight over the Wellness and On-Site Clinic platform, she created an additional five years. As a former employee of the Baptist HS, she has resources and contacts to provide the most cost-effective policies. As the Vice President, she has secured several new clients and continues to grow the business. Her first client was Southside ISD, where she proceeded in saving the employees an average of 15% on all benefits and provided the employees an option of great health coverage at a lower cost. Shana is a devoted mom, wife, and daughter. At an early age, she was instilled with empathy, compassion, and a desire to make the world a better place. This is evident in her career paths, as she developed clinics and wellness programs for the Baptist HS and with Barrett, as she works diligently with insurance companies to provide the best and most cost-efficient benefits for the employees of Texas. Shana is a proud graduate of the University of Texas at San Antonio and holds a Bachelor of Humanities and Philosophy. When she is not working, you will find her supporting her children in their education and watching them play sports (basketball and cheerleading). She will always make time for her parents, family members and friends.

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General Lines Agent
Life, Accident, Health and HMO

SHANA LEIGH ROBINSON
1614 FOXBERRY
SAN ANTONIO, TX 78248

is authorized to transact business as described above

License No: 2327803

Issue Date: 08-20-2018

Expiration Date: 02-29-2024

Generated by Siron 262685172

TEXAS DEPARTMENT OF INSURANCE THIS IS TO CERTIFY THAT SHANA LEIGH ROBINSON 1614 FOXBERRY, SAN ANTONIO, TX 78248 LICENSE NUMBER: 2327803	 IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW: General Lines Agent Life, Accident, Health and HMO Issue Date: 08-20-2018 Expiration Date: 02-29-2024 Generated by Siron 262685172
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Shana L. Robinson

1614 Foxberry, San Antonio, TX 78248

210-483-0838

shanasjac43@gmail.com

Sales & Management Executive

Record of Exceeding Sales Goals | Employee Engagement & Coaching | Relationship Driven Leader

Accomplished results oriented senior Executive with more than 15 years of complex strategic vision with outstanding results and experience in sales, sales management, strategic thinking, executive leadership, business development, operations, strategic planning, marketing, business to business creation and sales, sales training, territory development, territory growth, client retention, and a passion for building top performing sales teams.

Areas Of Expertise

Strategic Account Management
Team Leadership & Mentoring
Sales Planning & Forecasting
Sales Expertise

Developing Sales Opportunities
Performance Management
Financial Analysis
Long-Term Sales Viability

Develop and Launch new products
On Site Clinics
Business Development
B2B Sales and Operations

Professional Experience

Barrett Insurance Group, LLC, San Antonio, TX

Vice President & Chief Operating Officer (Licensed Insurance Broker Feb 2016 – Present)

- Developed, licensed, and operationalized two managed care exclusive networks with local and rural hospital systems with negotiated rates at 120% Medicare.
- Created new proprietary benefits to cover HDHP employees built in premium, purchased by 4 school Districts in month 3 of inception.
- Manage sales team and enrollment team of 31 employees.
- Operationalize all enrollments with clients averaging 5000 employees each.
- Responsible for strategically creating new products that are customer driven.
- Strategically work closely with managed care and insurance vendors

Baptist Healthcare System, San Antonio, TX

Chief of Growth and Sales, San Antonio Region

January 2011-Feb 2016

- Managing sales team and growth for a \$16 billion company.
- Increased volume eleven consecutive quarters across all service lines with 12% in surgery.
- Serve as the lead to develop strategic and tactical plans for the hospital operations and service line growth opportunities for the Baptist system.
- Negotiated and maintained leasing space for Baptist properties for building leases and physician contracts, to include showing private properties for recruitment purposes.
- Plans and executes startups and other imaginative and visionary initiatives.

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- Direct and coordinate executive relationships with key stakeholders for business, strategic and physician opportunities.
- Responsible for creation, sales, and operations of the Business 2 Business Wellness program, with an EBITDA of \$23,000,000 in its 5th year.
- Coach Sales team and Executive leaders by using call quality and system tools to increase individual productivity and team performance at the highest level.
- Responsible for recruitment, retention and operations to achieve a budget of \$2.0 billion-2017 fiscal year, a 10% growth year over year, 12% surgical growth.

Vice President, Physician Relations/Business Development January 2007-December 2010

- Increased Orthopedic volume by \$5,880,000 for surgical and inpatient growth.
- Responsible for marketing to physicians in the northeast corridor
- Responsible for the pregnancy testing centers and increasing our market share in Women's programs.
- Responsible for creation, operations, physician recruitment and marketing of the Cancer Center.
- Manage staff and department for Bloodless Surgery Program, Cancer Center and Orthopedic Joint Club- overall savings to the hospital in one year \$500,000.
- Responsible for marketing plans for Cardiology, Orthopedics, Bariatrics, Women's Services, Oncology and Department of Defense service lines.
- Successfully recruiting local physicians for employment and guarantees for all service lines.

NIX HEALTH CARE SYSTEM, San Antonio, Texas October 2004-December 2006

Director of Cardiovascular and Imaging Marketing

- Responsible for marketing plan and physician recruitment for new Cardiovascular Lab
- Increased CT revenue by \$1,680,000 in one year and MRI revenue by \$3 million
- Built the CT Cardiac business from installation to over 100 scans monthly.

BAYER PHARMACEUTICALS, Dallas, TX September 1998-October 2004

Specialty Sales Force Representative

- Responsible for exceeding Cipro tab's goal of 116% in 2002
- Ranked #3 nationally for Cipro tab – IV growth for 2002.
- Winner of the Avelox Race 4 weeks running, growth in region.
- Cipro sales contest, #1 in the country for market share gain
- Responsible for ENT, Urology, ID, Pulmonology, and hospitals in Dallas territory

EDUCATION

*Bachelor of Liberal Arts, University of Texas at San Antonio
Instituto Tecnológico y de Estudios Superiores de Monterrey, Monterrey, Nuevo Leon, México (Studied language, culture and business strategy)*

HONORS AND AWARDS

- Growth Pillar Award, 2011, Baptist Healthcare System
 - Achievers National Club Award, 2002
- Market Driver Award for the Dallas/Ft. Worth Division Baycol Sales, 1st in the state, first and second quarters
 - Major Gift Fundraiser of the Year for the American Cancer Society
 - City of the Year – Angleton, TX (dollars invested in city annually)
 - \$500,000 grant from the State of Texas for downtown improvements

COMMUNITY SERVICE

- San Antonio Greater Chamber of Commerce Appointed Executive Board of Directors, 2018, 2019
 - San Antonio Greater Chamber of Commerce Board of Directors 2016-2019
 - Churchill Sports Program, Golf Tournament Chair 2020
 - Churchill Sports Association Program Chair, 2018
- Saints Football- Director of Special Events and Parent Chairman, 2011, 2012, 2013
 - Girl Scouts Troop Leader, 2012-2013
 - United Way Campaign Chairman, 2009
- American Cancer Society Advisory Board Member, 2008 - 2018
 - Board Member for American Heart Association, 2007
- Texas Stampede, non-profit fundraiser for Children's Medical Center of Dallas Foundation, Fundraising Committee
 - Public Relations Chair
 - Executive Women's International
- San Antonio Membership Vice-Chair, Lions Club International

Pierre Newkirk - Newkirk & Newkirk, Inc.
Summary Resume

Agent/Broker/Consultant: served as lead agent for Newkirk & Newkirk Inc. and Multi-Line Agency Inc. for the past 28 years. Health Insurance administration is a specialty to which I give great detail and emphasis on service. I am licensed as a Life and Health Insurance Counselor as well as General Lines Life, Accident Health & HMO and General Lines Property and Casualty and 6, 63 Securities License.

Experience: I have acquired high level service recognition by having long term established clientele and receiving recognition from multiple carriers (AETNA, BCBS, Humana, United Healthcare, and many others) for consistency in production and in client historical commitment/renewals. Further, I am appointed with over 160 Insurance Carriers with a clear record absent of complaints/suspensions.

Education/Training/Certifications/: College educated, and continuous training and certification required by the State of Texas Department of Insurance and industry training (i.e., NAHU, TAHU, STAHU, IIAT, NASEC, NASD, and SIPC). Further, serve and participate in various organizations that provide legislature updates, training, and ethic certifications. I participate in training and committees in the insurance industry to stay current on rules, procedures, and laws, as well as HIPPA, FMLA, ERISA and any required laws or regulations. I have years of experience in accessing data to monitor claim utilization and history. I will evaluate and discuss the impact of the utilization of benefits (claims) and further analyze and prepare reports on possible premium changes and prepare recommendations of optional plan designs for renewal. Additionally, with my knowledge and expertise in various employee benefit products, I am able to analyze and monitor solicitations of qualified insurers to retrieve the best products and plan designs available that will meet the client's budget and provide the client the ability to offer employee benefits to ultimately provide qualified employee retention for your entity.

Administration and Support: ongoing training and certification is provided to contracted agents and Service Associates. Daily and weekly updates on products, benefits and industry changes is also provided. We have more than adequate facilities and we have established goals at a high level to provide excellent customer service to our clients. We review ethics regularly to assure that personal information will be kept safe and secure as this is a characteristic that my employees and I take very seriously.

Newkirk & Newkirk, Inc. is a Limited Liability Corporation, and I am the sole responsible party for our clients and do not have shareholders or associates. There is no predecessor companies and further information on the establishment is provided in the "Credentials". A list of contacts that will provide additional service is provided in the content of this packet. To conclude, all contact information is on the foot of this page and the remainder of history, experience and accomplishments will be found in my credentials and Scope of Work and Services (attached within this Tab of Qualifications).

Supplemental Data for Newkirk & Newkirk Inc.

Insurance Carrier Relationships

Newkirk & Newkirk Inc. is appointed with various carriers, some active since 1998 (i.e., Texas Municipal League, Avesis, Baker Benefits and TPA firms and more). A professional relationship with carriers continues whether business is written or not. Further, we have retainers with third party administrators that offer their expertise in any of the services required and the availability to meet the client's timeline.

Additional Information

Currently we offer Broker/Agent services to various privately owned organizations in various industries, as well as other small non-profit agencies and public (City, County Municipality type organizations). Further, while legal advisors and actuaries are available, they are not retained "in-house" but are available. Advisors could be retained on a fee structure, *however, many times advice is offered willingly due to the constant change in the industry.*

We are an accomplished organization free of any claims or litigation and without claims on the errors and omissions. As the year end financials are not available at this time, our most recent balance sheet is provided. Additional financials can be provided as soon as available at your request. Further, we agree to provide requested services under the terms and conditions of the solicitation.

Value Added Qualifications

Agents of Newkirk & Newkirk, Inc. offer their cell phone numbers to provide service accessibility in addition to normal office communication. Agents are also prepared to offer educational workshops in a group setting or discuss specific issues with employees on a "one-on-one" basis. These workshops are tailored to the needs or issues. Our relationship with insurance carriers also gives us the ability to schedule one of their representatives to attend.

Wellness programs are highly promoted to encourage cost savings to the employees and employer. One common activity is the scheduling of annual flu vaccines and some wellness screenings.

Agents of Newkirk & Newkirk, Inc. achieve additional training by volunteering to organizations that advocate health and personal financial planning. Further, there is current participation and duty as a Board Officer of some of these organizations. This participation provides current information in legislative issues of our industry.

The agents of Newkirk & Newkirk, Inc. also participate in community advocacy programs and/or events, for instance; Reading Programs, Cultural Enhancement in Art, Music, Dancing, Drama, and Business Networking, Health Fairs, Fund Raising events for Walk-a-thons and faith-based programs. These actions are helpful to the soul and working environment that is reflected in the customer service industry.

NEWKIRK & NEWKIRK, INC. Credentials

Our corporate office and main staff reside in McAllen Texas. Within this section, you will find my licenses and errors and omissions as well my experience, accomplishments and credential written below. In Tab 1, the scope of our services are simply described, however, we find that suitable accommodations to the client can be made to service them and the employees in their insurance needs.

ESTABLISHMENT

Newkirk & Newkirk, Inc., established in 1992, has been in operation successfully in South Texas since its inception. The firm is a Texas corporation and has one duly authorized officer, Pierre Newkirk, who is also its sole shareholder.

PERSONNEL

Newkirk & Newkirk, Inc. has six full time administrative support workers, and eight licensed insurance agents including Mr. Newkirk. Newkirk & Newkirk, Inc. is headquartered in the Rio Grande Valley and has ten additional support staff members in our Austin and San Antonio offices that assist with our caseload.

In addition to experience with health insurance carriers, Newkirk & Newkirk, Inc. has also carried for 19 years many ancillary products with numerous companies (i.e., Colonial Heritage, Ameritas, Dearborn National, Humana, BlueCross, AETNA, Block Vision, Avesis, MetLife, UNUM, Lincoln Financial, Prudential, The Standard, Principal, and United Healthcare among others). The firm consistently adds companies as they expand their products and/or become available in the market.

CREDENTIALS

Newkirk & Newkirk, Inc. is licensed to work with over 160 companies including, but not limited to: Aetna, Blue Cross Blue Shield of Texas, New England Financial, ING, Jefferson Pilot, Lincoln Financial, among others. Newkirk & Newkirk, Inc. has Errors & Omissions coverage of \$100 million aggregate limit. The firm has a Security License 6, 63 and is a member of the National Association for the Securities Exchange Commission, National Association of Security Dealers (NASD), and SIPC. Newkirk & Newkirk has not been under any litigation for improper or fraudulent or unfair activities. Financial Statements are available for the perusal of our clients.

JOB PERFORMANCE

Newkirk & Newkirk, Inc. works alongside several local CPA firms and law firms for the purpose of establishing our clients with Estate Planning, Charitable Planning, and financial planning.

OTHER VENTURES

Newkirk & Newkirk, Inc. has established a sister company, Multi-Line Agency, Inc., a Texas Corporation, that offers clients various types of commercial insurance, including but not limited to general liability, professional liability, commercial packages, and worker's compensation.

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5/13/2021

Compliance Express™

**Life and Health Insurance Counselor****PIERRE NEWKIRK**3101 N JACKSON
MCALLEN, TX 78501**Is authorized to transact business as described above**

License No: 1759618

Issue Date: 04-24-2012

Expiration Date: 12-31-2022

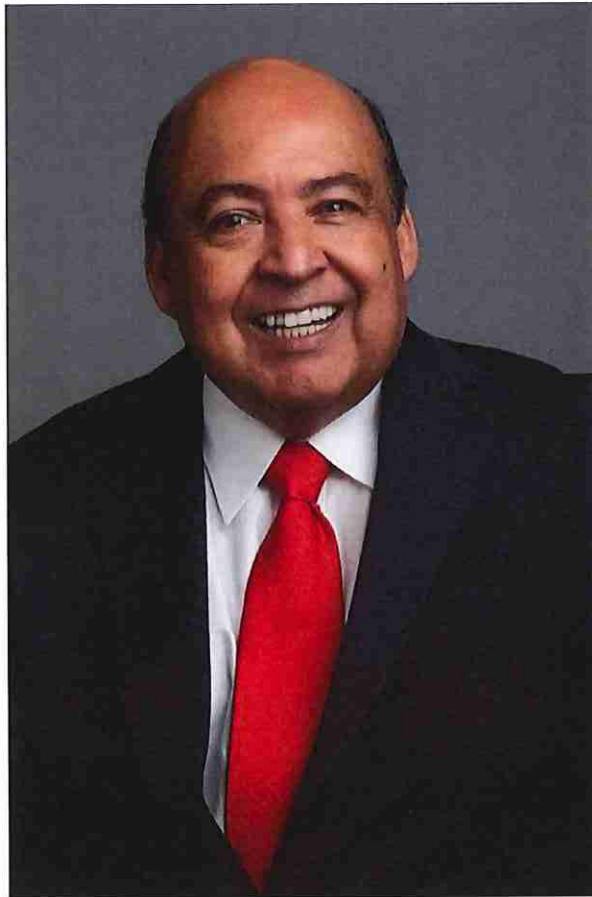
Generated by Siron 239843987

TEXAS DEPARTMENT OF INSURANCE THIS IS TO CERTIFY THAT PIERRE NEWKIRK 3101 N JACKSON, MCALLEN, TX 78501 LICENSE NUMBER: 1759618	 IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW: Life and Health Insurance Counselor Issue Date: 04-24-2012 Expiration Date: 12-31-2022 Generated by Siron 239843987
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Confidential

<https://www.siron.com/ComplianceExpress/ServiceRequest/Print.do?method=collectPayment>

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Dan Barrett is the President of Barrett Insurance Group, LLC in San Antonio, Texas. Dan's extensive experience in the insurance business (Property and Casualty, Surety Bonds, and Life and Health) extends for over 44 years. In 1995, Dan became the President of Barrett Insurance Group, LLC and has grown the company substantially. He provides health insurance, employee benefits and business solutions to large and small municipalities, school Districts and local and state businesses, to include, San Antonio ISD, Bexar County, Truin Construction Company, and many more. Dan's integrity, personality and sense of humor creates an instant bond with his clients. He cares about people on an intrinsic level and will always go the extra mile for the clients and their employees. Dan holds a Property and Casualty License and a General License with the ability to write a Surety Bond. As a native from San Antonio, he understands the background of the city and the infrastructure. Since 2010, he has been the Chairman of the Board for The Center for Health Care Services in San Antonio, and is an active member of several organizations, to include the Small Minority and Women-Owned Business Enterprise. He received the honor of being named one of the top 50 Most Influential Leaders in Mental Health over the past 50 years, along with many other awards. He received a Bachelor of Business Administration and Management from the University of Texas at San Antonio. On his free time, Dan spends time with his adult children, his parents, family members, and friends. He enjoys life and his embedded smile is evidence.

1/7/2021

Compliance Express™

**General Lines Agent**

Life, Accident, Health and HMO, Property and Casualty

DANIEL THOMAS BARRETT1407 VIEWRIDGE
SAN ANTONIO, TX 78213**is authorized to transact business as described above**

License No: 635610

Issue Date: 08-03-1984

Expiration Date: 09-30-2022

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TEXAS DEPARTMENT OF INSURANCE THIS IS TO CERTIFY THAT DANIEL THOMAS BARRETT 1407 VIEWRIDGE, SAN ANTONIO, TX 78213 LICENSE NUMBER: 635610	IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW: General Lines Agent Life, Accident, Health and HMO, Property and Casualty Issue Date: 08-03-1984 Expiration Date: 09-30-2022 Generated by Sircon 231081592
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<https://www.sircon.com/ComplianceExpress/ServiceRequest/lcPmt.do?method=collectPayment>

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Daniel T. Barrett

210-778-3703
 1017 N. Main Ave. Suite 204
 San Antonio, TX 78212

dan@barrettinsurance-services.com
 www.barrettinsurance-services.com

Professional Profile	Owner of Barrett Insurance Group, LLC, a local family-owned business and the first Hispanic commercial owned insurance agency in San Antonio. More than 30 years of experience providing insurance services and business solutions from large municipalities to small family business alike.
Core Competencies	• Group Health Insurance • Employee Benefits • Self-Insured Programs • Surety and Fidelity Bonding • Risk Management-Safety Programs • Commercial Property and Causality Insurance
Professional Experience	• 1982-1988 ○ Claims Manager, Marsh & McLennan, San Antonio, Texas • 1988-1995 ○ Account Executive, Barrett Insurance Group, LLC, San Antonio, Texas • 1995-Present ○ President, Barrett Insurance Group, LLC, San Antonio, Texas
Education	May 1983 • Bachelor of Business Administration and Management The University of Texas at San Antonio, San Antonio, Texas
Designations	• Texas Property and Causality Insurance License • Texas Life and Health Insurance License
Community Leadership	• 1980-1985 ○ Board Member, Texas Council Risk Management Fund, San Antonio, Texas • 1980-Present ○ Member, Great Hispanic Chamber of Commerce • 1992-1999 ○ Insurance Committee Member, City Public Service, San Antonio, Texas • 2010-Present ○ Chairman, The Center for Health Care Services, San Antonio, Texas • 2010-Present ○ Member, Westside Chamber of Commerce, San Antonio, Texas

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- 2010-2014
 - Member, Hispanic Contractors Association, San Antonio, Texas
- 2011-Present
 - Board Member, Former Chairman, Small Minority & Women-Owned Business Enterprise, San Antonio, Texas
- 2014-Present
 - Director of the Community Mental Health Centers of Texas

3. KEY AGENTS AND KEY PERSONNEL



Sonya Cardenas is the Account Executive of Barrett Insurance Group, LLC in San Antonio, Texas. Sonya joined Barrett in August of 2020. She is a retired school principal from the San Antonio Independent School District. Her 33 years in the District provides a unique insight to the needs of the clients and their employees. As an inner-city school principal, Sonya, has worked with various community entities and countless families to ensure the success of her school. Her unique skills include problem solving, customer relations and personability. She has a genuine love for people and her experience as a teacher provides her patience, empathy, and sensitivity. As the Account Executive, she is responsible for assisting the clients with any questions or issues regarding the products Barrett offers. She has direct lines of communication with the insurance carriers. Sonya is born and raised in San Antonio and has a great love for her community and her culture. She has a Bachelor of Science in Education from Our Lady of the Lake, San Antonio, a Master of Art in Education from the University of Texas (UTSA) in San Antonio, a Certificate in Administration from UTSA, and is a Licensed General Agent. Her personal pride is her three daughters. They are all college graduates and have begun to build a great life in San Antonio. She reserves time for her parents, children, family, and friends. She loves to dance, karaoke, cook, garden, and read.

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Sonya Cardenas, Account Executive, is a retired school principal, who brings 33 years of experience in public education. She has a Bachelor of Science in Education, a Master of Art in Education, and a Certification in Administration. As the Account Executive, she is responsible for assisting the clients with any questions or issues regarding the products Barrett offers. She has direct lines of communication with the insurance carriers. Her experiences with customer service and community relations provides a valuable insight to the insurance business. She holds a General License Agent License.

Victoria Martinez, Marketing and Communications Manager. Victoria will manage content and advise the production and distribution of benefit communication materials for employee awareness and education. She manages day to day operations and fields all calls with an immediate response. She helps with the scheduling of enrollments and assisting in problems a customer/client may require a higher level of management to have a quick resolution.



General Lines Agent
Life, Accident, Health and HMO

SONYA ELAINE CARDENAS
2455 BENRUS
SAN ANTONIO, TX 78228

is authorized to transact business as described above

License No: 2558686

Issue Date: 08-25-2020

Expiration Date: 01-31-2024

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TEXAS DEPARTMENT OF INSURANCE THIS IS TO CERTIFY THAT		IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW:
SONYA ELAINE CARDENAS 2455 BENRUS, SAN ANTONIO, TX 78228		General Lines Agent Life, Accident, Health and HMO
LICENSE NUMBER: 2558686		Issue Date: 08-25-2020 Expiration Date: 01-31-2024
		Generated by Siron 265670206

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SONYA CARDENAS

2455 Benrus Blvd. San Antonio, TX 78228 | (210) 859-5130 | sonya@barrettinsurance-services.com

EDUCATION

2008-2010	<i>University of Texas in San Antonio</i> · Principal Certification
2002-2004	<i>University of Texas in San Antonio</i> · Master of Arts in Education – Specialization in Early Childhood
1992-2001	<i>Our Lady of the Lake University</i> · Bachelor of Science in Education

EXPERIENCE

2020-Present	<i>Licensed Insurance Agent, Barrett Insurance Group, LLC</i> · Provide information sessions to employees on the various insurance products, consult, advise and enroll clients on adequate insurance products during open enrollment, assist with marketing and assist new hires with enrollment throughout the year.
2011-2020	<i>Principal, Carvajal Elementary School</i> · Safe Learning Environment, Create a Culture of High Standards and High Expectations, Teacher Observations, Curriculum Development, Professional Development, Manage Budget, Community Relationships, Data Analysis, Facilities Management and Parent Communication.
2007-2011	<i>Teacher Specialist, San Antonio Independent School District</i> · Curriculum Writing, Professional Development Writing and Training, Parent Training, Data Analysis, Lesson Modeling, Classroom Arrangement and Grant Writing.
2001-2007	<i>Prekindergarten Teacher, JT Brackenridge Elementary</i> · Create Lesson Plans, Create a Safe and Effective Learning Environment, Classroom Management, Parent Communication, Differentiated Learning Strategies and Parent Training.
1995-2001	<i>School Secretary, San Antonio Independent School District (JT Brackenridge Elementary)</i> · Purchasing, Payroll, Fundraising, Parent Communication and Maintenance Request.
1987-1995	<i>Teacher Assistant, San Antonio Independent School District</i> · Small Group Instruction, Classroom Management and Material Preparation.

HONORS AND AWARDS

2017- 2019	<i>Bilingual Redesign Committee Member</i>
2013	<i>Excellence in Education Grant – SAISD Foundation</i>
2014	<i>Team Up Challenge Grant – San Antonio Spurs Foundation</i>
2009	<i>\$10,000 Scholarship - UTSA</i>

EXTRACURRICULAR, VOLUNTEER, INTEREST

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Religious Education Teacher, Reading, Gardening, Home Improvement, Charity Runs

PROFESSIONAL AFFILIATION / ACTIVITIES

<i>2007 - Present</i>	<i>National Association for the Education of Young Children</i>
<i>2013 - 2017</i>	<i>Institute for Professional Excellence in Coaching (iPEC)</i>
<i>2011 – Present</i>	<i>Positive Behavior Interventions and Support (PBIS)</i>
<i>2021-Present</i>	<i>Texas Retired Teachers Association</i>



Azzannette Lopez is a Licensed General Agent for Barrett Insurance Group, LLC in San Antonio. During open enrollment, she will assist employees in making their employee benefits selections, at other times of the year, she assists with customer service and office projects. Azzannette comes from the legal field. Her experience as a Paralegal is valuable. She has great attention to detail and takes pride in her organizational and communication skills. As a native from San Antonio and a fluent Spanish speaker, Azzannette is sensitive to the needs of the employees and their families. Her son keeps her busy with his schoolwork and extra-curricular activities. When not working, she enjoys horseback riding, family outings, cookouts, dancing, and music.



General Lines Agent

Life, Accident, Health and HMO

AZZANNETTE MARIE LOPEZ GONZALES

1980 HORAL ST APT 1311

SAN ANTONIO, TX 78227

is authorized to transact business as described above

License No: 2639200

Issue Date: 03-05-2021

Expiration Date: 01-31-2023

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TEXAS DEPARTMENT OF INSURANCE THIS IS TO CERTIFY THAT		IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW:
AZZANNETTE MARIE LOPEZ GONZALES 1980 HORAL ST APT 1311, SAN ANTONIO, TX 78227		General Lines Agent Life, Accident, Health and HMO
LICENSE NUMBER: 2639200		Issue Date: 03-05-2021 Expiration Date: 01-31-2023
		Generated by Sircon 235314822

Con: _____

Azzannette Lopez
210-956-3430
azzymarie1988@gmail.com

Objective:

Passionate and knowledgeable Office Administrator with vast experience providing administrative and management skills in office settings. Accustomed to addressing the changing needs of an office and supporting colleagues and superiors with excellent assistance skills. I bring forth high quality organizational skills and a self-motivated drive to achieve excellence. Adept in various software applications, filing systems, and office equipment. A commitment to safely and professionally handling confidential tasks, along with providing great customer service and communication skills in the coordination of special project as well as assisting with problems that a customer/client may have. I am eager and ready to leverage my managerial and administrative skills to best serve your office.

Summary of Qualifications:

- Proficient in Microsoft Word, Excel, PowerPoint and Outlook, Google calendaring.
- Working knowledge of ProDocs Program, ELaw Program; E-File Texas
- Typing 40 WPM and 10 Key by sight.
- Experience in multi-tasking in the office and with office equipment such as: copy machines, fax machines and multi-phone line systems.
- Pleasant voice for answering phones, flexible to any work environment.
- Excellent customer service skills & high level of interpersonal skills.
- Reliable/trustworthy, friendly, outgoing, and a fast learner.
- Notary Public, State of Texas

Experience:**01/2020–Present-Barrett Insurance Group, LLC–Office Administrator-Manager/General Lines Agent**

- Generate and follow up on leads, schedule appointments, identify client needs, and market appropriate products.
- Close the sale with current prospective customers.
- Meet new business production goals and objectives.
- Provide customer support in a friendly, prompt, and accurate manner.
- Input quotes and policy renewals for customers.
- Manage agendas/travel arrangements/appointments etc. for the upper management
- Manage phone calls and correspondence (e-mail, letters, packages etc.)
- Support budgeting and bookkeeping procedures
- Track stocks of office supplies and place orders when necessary
- Submit timely reports and prepare presentations/proposals as assigned
- Assist colleagues whenever necessary

08/2015–01/2020-Lindow Stephens Treat, LLP (Civil Litigation)–Legal Secretary/Administrative Assistant

- Conducted routine phone assistance and greeted clients.
- Took payments.

- Prepared and processed all necessary documents for beginning case process, shells for discovery and pleadings for attorney review.
- Mailed certified mail to clients regarding court dates, hearing and case information.
- Ran legal documents to the courthouse.
- Obtained file stamped documents.
- Calendared court dates, client appointments and attorney meetings; and
- Answered multi-phone lines.

04/2012–07/2014–Law Office of Keppmeyer & Lopez (Criminal & Family Law)–Legal Secretary

- Wrote Surety Bonds; and
- Explained and outlined contract information to clients.

01/2011–07/2011–Jackson Hewitt Taxes–Tax Preparer

- Prepared tax forms.
- Filed taxes.

10/2009–07/2010–QC Financial–Loan Customer Service Representative

- Assisted customers to the best of my ability when applying for a loan.
- Explained in detail the terms and conditions of receiving a payday loan.
- Ability to work with loans; and
- Cash handling large quantities of money.

03/2009–11/2009–JP Morgan Chase–Online/Business Telephone Banker

- Related to customer problems and issues with their banking needs.
- Suggested new products that would benefit to customers banking interest/needs.
- Assisted customers with banking information or questions.
- Inbound calls.
- Cross product sales.

Education:

- 08/2002 – 06/2006 - Southwest High School - High School Diploma
- 06/2011 – 05/2012 - SAC - Legal Secretary Program – Legal Secretary Certification

References: Available upon request.



Ashley Gonzalez is the accountant for Barrett Insurance Group, LLC in San Antonio. She has worked with Barrett since 2018. Her responsibility is to maintain the accounting documents to include tax documentation. Ashley graduated from the University of the Incarnate Word with a degree in Human Resource Management and was on the Dean's List for Meritorious Academic Achievement in the 2018. She brings a wealth of technology skills and accounting functions to the firm. Ashley is a quick thinker and a multi-tasker. On her free time, Ashley enjoys spending time outdoors and with her husband and two small children.

ASHLEY GONZALEZ

1607 Iron Wolf Pass, San Antonio, TX 78245 · 210.379.7812

Ashley@thegonzalezgroup.com

EMPLOYMENT

2018 – PRESENT

ACCOUNTING, BARRETT INSURANCE GROUP, LLC

Conduct general accounting functions using QuickBooks and Excel.

Work directly with the President and Vice President of the company in implementing strategic and operational plans.

2016 – PRESENT

REALTOR, PHILLIPS & ASSOCIATES REALTY

Provide guidance and assistance to clients in marketing and purchasing property for the right price under the best terms.

Perform comparative market analysis to estimate property values.

Intermediate negotiation processes, consult clients on market conditions, prices, mortgages, legal requirements, and related matters, ensuring a fair and honest dealing.

Prepare necessary paperwork (contracts, leases, deeds, closing statements etc.)

Promote sales through advertisements, open houses and listing services.

2011 – 2017

OPERATIONS MANAGER, CITY TOURS, INC.

Ensure all operations are carried on in an appropriate, cost-effective way.

Coordinate, manage and monitor the workings of various departments in the organization.

Organize recruitment and placement for new hires.

Conduct general accounting functions using QuickBooks and Excel.

Assist vendors and customers with support when needed.

Work directly with the CEO and General Manager of the company in implementing strategic and operational plans.

2010 – 2011

FRONT OFFICE CLERK, RAF LAKENHEATH YOUTH CENTER

Greet and welcome guests Keep updated records and files of each child.

Monitor office supplies and place orders when necessary.

Undertake basic bookkeeping tasks. Perform other duties as assigned.

2008 – 2009

TELEPHONE BANKER, CHASE

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Resolve and find solutions for any and every situation.
Sell banking products to customers based on their need and wants.
Managed an average of 100 calls per day, servicing business and consumer accounts.
Resolve conflicts and manage customer expectations.
Make appropriate decisions on behalf of the customer quickly and effectively.

EDUCATION

MAY 2019

BA HUMAN RESOURCE MANAGEMENT, UNIVERSITY OF THE INCARNATE WORD

3.63 GPA Dean's Honor List- Meritorious Academic Achievement Spring 2018

MAY 2016

REAL ESTATE LICENSE, CHAMPIONS SCHOOL OF REAL ESTATE

JUNE 2007

HIGH SCHOOL DIPLOMA, EARL WARREN HIGH SCHOOL



Michelle Ruiz is the Human Resources manager of Barrett Insurance Group, LLC in San Antonio, Texas. Michelle joined Barrett in August of 2021 as an enroller and was hired as a full-time employee in October of that year. She retired from the San Antonio Independent School District in June of 2021 as a Human Resources Talent Acquisition Manager with 28 years of quality customer service experience. Michelle strives to make our clients feel comfortable when selecting their insurance products. She is responsible for maintaining our enrollment platform, Employee Navigator, and providing our clients with the service they deserve. Michelle was born in San Antonio, grew up in Corpus Christi, came back to San Antonio as quickly as she could. She has an MBA from the University of Phoenix and is a Licensed General Agent. Her most favorite pastime is spending as much time as she can with her two amazing adult sons.



General Lines Agent
Life, Accident, Health and HMO

MICHELLE SALSEDO RUIZ
12104 STONEY SPUR
SAN ANTONIO, TX 78247

is authorized to transact business as described above

License No: 2716141

Issue Date: 08-23-2021

Expiration Date: 12-31-2023

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TEXAS DEPARTMENT OF INSURANCE THIS IS TO CERTIFY THAT MICHELLE SALSEDO RUIZ 12104 STONEY SPUR, SAN ANTONIO, TX 78247 LICENSE NUMBER: 2716141	IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW: General Lines Agent Life, Accident, Health and HMO Issue Date: 08-23-2021 Expiration Date: 12-31-2023 Generated by Siron 246711917
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MICHELLE RUIZ

12104 Stoney Spur, San Antonio TX 78247 · (210) 363-4361

mickeymo1966@gmail.com

Talent Acquisition Manager successfully builds future leadership by recruiting and evaluating talent. Experienced in full cycle recruiting to source, select and hire top talent. Establishes and maintains effective recruitment metrics, processes, systems, and tools to deliver five-star candidate experiences and contribute to company employment brand. Strong interpersonal and communication skills with the ability to exercise discretion and showcase professional judgement. Able to work with high level of accuracy and detail. Self-motivated professional.

EMPLOYMENT

2021 – Present

DATA ENTRY CLERK, BARRETT INSURANCE GROUP, LLC

- Conduct general data entry clerk functions.
- Work directly with the President and Vice President of the company in implementing strategic and operational plans.

January 2016 – June 2021

TALENT ACQUISITION, SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

- Identify talent management priorities and goals and collaborated closely with Talent Management Team, attaining 98% of hiring capacity.
- Pre-Hire Liaison - cultivated pre-hires, first point of contact, meet and greets, maintained log of recommendations and hires.
- Analyze talent assessment data, determining best fit for 90+ campuses and 53,000 students.
- Recruit, interview, hire and process teachers, paraprofessionals, instructional assistants (25+ weekly) and substitute teachers (500 annually).
- Disciplinarian for substitute teachers.
- Attend 20+ job fairs and maintain communication with applicants /candidates.
- Review and verify TEA Certification of substitutes, teachers, instructional assistants and part-time teacher / tutors.
- Coordinate and facilitate biweekly substitute orientation / annual substitute conference / annual clerical conference.
- Provide Professional Development to teachers - Resume Writing and Interview Tips.
- Review employment applications and background check reports to facilitate hiring process.
- Evaluate resumes, interview and present qualified candidates to hiring managers and solicited feedback to refine recruiting strategy.

January 2004 – January 2016

Confidential and Proprietary Information 49

ADMINISTRATIVE ASSISTANT II TO CHIEF OF POLICE, NORTHEAST INDEPENDENT SCHOOL DISTRICT

- Managed scheduling for staff, monitoring resource allocation to provide optimal coverage and service for 65 officers.
- Department Grant Writer and Manager for Texas Comptroller's STEP (Tobacco Enforcement Program \$6500) and Presenter for Texas Comptroller's STEP (60,000+ students).
- Reviewed and suggested improvements for diverse range of documentation, including interoffice correspondence, reports and presentations.
- Handled management of communication to executives by taking and making telephone calls, reviewing and prioritizing mail and composing and typing correspondence.
- Verified operation of office equipment by completing preventive maintenance requirements and calling for repairs.
- Maintained inventory in administrative building supply closet to prevent shortages of supplies.
- Greeted visitors or callers daily to handle inquiries or direct to appropriate persons.

July 2003 – January 2004

HEARING OFFICER'S SECRETARY/CLERK, NORTHEAST INDEPENDENT SCHOOL DISTRICT

- Investigated topics such as requested Discoveries and produced concise summaries for Hearing Officer, attorneys, and Board Member use.
- Carefully transcribed phone messages and relayed to appropriate personnel within 10 minutes of each call.
- Updated executives on changing business needs by thoroughly documenting internal and client meetings.
- Handled all scheduling for Hearing Officer's calendar and prepared meeting agenda and materials.
- Used coordination and planning skills to achieve results according to schedule.

February 1994 – June 2002

SECRETARY TO THE ASSOCIATE SUPERINTENDENT OF HR, SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

- Handled all issues with relative ease by implementing best practices and applying critical thinking skills to find best solutions.
- Evaluated incoming materials for quality and amounts ordered. Oversaw routine maintenance programs and scheduled service to keep equipment functioning at peak levels.
- Checked equipment to determine if maintenance was required.
- Oversaw employee attendance record, handled payroll and ordered new materials for site.
- Maximized resource utilization and achieved production targets by managing day-to-day usage of department resources.

Confidential and Proprietary Information 50

EDUCATION

May 2010 – April 2012

MBA: HUMAN RESOURCES, UNIVERSITY OF PHOENIX

- 3.7 GPA
- *Member of The Latino American Who's Who*

March 2009 – May 2010

BACHELOR OF SCIENCE: CRIMINAL JUSTICE ADMINISTRATION, UNIVERSITY OF PHOENIX

- 3.7 GPA
- Member of Alpha Phi Sigma

FRONTLINE EDUCATION, TalentED, iTTCS, TxDPS, TEAL

Vast experience using programs/websites.

3. REFERENCES OF SIMILAR CITIES **AND SIMILAR SIZE CLIENTS**

References

Local Municipality References:

1. City of Edinburg
Name of Representative: Ramiro Garza
Phone Number: 956-388-8204
Type of Project(s): Consultant
2. City of San Antonio
Name of Representative: Louie Herwagon
Phone Number: 214-770-7726
Type of Project(s): Consultant/Broker – Medicare Products
4. City of Mercedes
Name of Representative: Sergio Zavala
Phone Number: 956-565-3114
Type of Project(s): Consultant

Five (5) Local References:

1. City of La Feria
Name of Representative: HR Director, Amanda Morales
Address: 115 East Commercial Avenue, La Feria, Texas 78559
Phone Number: 956-797-2261
2. Hidalgo County
Name of Representative: Benefits Division of HR Department
Address: 100 North Closner, Edinburg, Texas 78539
Phone Number: 956-318-2660
4. Bexar County
Name of Representative: HR Director, Manuel Gonzales
Address: 100 Delorosa, San Antonio, Texas 78205
Phone Number: 210-335-2011
5. Edinburg CISD
Name of Representative: President, Mike Farias
Address: 1801 E. Freddy Gonzalez Dr., Edinburg, TX 78542
Phone Number: 361-726-1064

6. Aqua Utility District

Name of Representative: Nancy Zapata

Address: 3120 N. Abram Rd., Mission, Texas 78572

Phone: 956-585-2459

7. Carrizo Springs CISD

Name of Representative: Board President, Wilber Cruz

Address: 300 N. 7th Street, Carrizo Springs, Texas 78834

Phone: 830-322-6933

The following information summarizes the main benefits of utilizing Newkirk & Newkirk, Inc. and Barrett Insurance Group, LLC's services:

1. Local service that offers prompt, responsive custom benefits.
2. Newkirk & Newkirk, Inc., located in McAllen, Texas, will operate as an extension of your Human Resource or Benefits department, including, but not limited to:
 - a) Processing additions, cancellations, and terminations on a timely manner (can be handled through our office to help you maintain records of such).
 - b) Discuss claim issues with insurance carriers as well as with employees.
 - c) Conduct multiple calls throughout the month for servicing; and
 - d) Maintain a phone call log reflecting all the activity on the servicing of the group account.
3. Maintains strong relationships with both clients and major health insurance carriers and ancillary providers, including companies such as UNUM Provident, Lincoln Financial, Aflac, Allstate, Blue Cross Blue Shield, Humana, Aetna, New England Financial, etc. to:
 - a) Discuss billing inquiries with employer.
 - b) Negotiate and represent our client when disputing any and all reimbursements payable to the group.
4. Professional and educated staff, including personnel with extensive experience in small and large group maintenance and coordination.
5. Staffed with agent's familiar with the human resource and organizational dynamics of companies to provide the appropriate service.
6. Conduct enrollment presentations throughout the year for enrollment of new employees at the employer's request.
7. Up to date information on Affordable Care Act and requirements.
8. Other services required by your organization can be discussed and/or accommodated.

**4. ARTICULATE PLAN AND ABILITY TO
PROVIDE SERVICE DELIVERY AND
SUPPORT TO MEET THE FOLLOWING
SCOPE OF WORK, INCLUDING
EXAMPLES OR REPORTS, IF
APPLICABLE**

4.A Proximity to the City of San Juan.

Newkirk and Newkirk, Inc.
 3101 N. Jackson Rd.
 McAllen, Texas 78501
 Mileage proximity to City of San Juan is **4.73 miles**.

4.B Routine and emergent consultation relating to insurance-related issues.
Newkirk and Newkirk, Inc. and Barrett Insurance Group, LLC take great pride in being subject experts regarding:

- Medical – fully insured, self-funded, and level funded
- Dental
- Vision
- Short-Term Disability
- Long-Term Disability
- Accident
- Critical Illness
- Hospital Indemnity
- FSA/HSA/Dependent Care
- 125 Cafeteria Plans
- Group Life
- Supplemental Life
- Whole/Permanent Life
- Pet Insurance
- GAP Insurance
- Property and Casualty
- Workman's Compensation
- Onsite & Near site Clinics
- Retirement Benefit Planning

We have been in the insurance business since 1955 which we believe demonstrates our attention to our clients regarding all aspects of insurance. We communicate frequently, honestly, with full transparency and stay current with legal changes from the federal and state laws. We adjust spends throughout the year dependent on trend, utilization and risk.

We are available at an immediate request and both firms are represented therefore The City of San Juan received advise and counsel at moment's notice to include weekends. We have access to constant legal counsel for advertisement and over 50 years of relationships with carriers to provide best pricing, advanced preview and access to new products, immediate responses and 24-hour turnaround to address

claims and other issues. Newkirk and Newkirk, Inc. and Barrett Insurance Group, LLC bring access to discounts with carriers due to a large book of clients and most of all reputation.

4.C Philosophy regarding addressing customer/client questions and needs

Because we are privately held, Newkirk and Newkirk, Inc. and Barrett Insurance Group, LLC are able to make faster decisions and implement service changes quicker than our larger competitors. Our private ownership allows us to be more flexible than larger, publicly traded firms. We have the ability to make difficult, long-term financial decisions without short-term pressures from shareholders. In addition, our vertically integrated structure allows us to access our greatest resources and talent for each client because all our services are rolled out on a national basis.

Account Services

Barrett Insurance has a dedicated staff member to ensure customer satisfaction and the resolution of customer complaints. Our department is accessible 8AM-6PM, M-F and 8AM-12PM on Saturday. We have an Issue Resolution database where all customer issues, complaints, carrier crisis and all other opportunities to provide excellent customer care are captured and a ticket is created. Once an opportunity is entered into the database by a staff member at Barrett, captured on our 1-800 online or ever emailed to our agency the clock starts ticking. The database captures the details and then their account manager starts to “work and resolve” the issue. All calls are made as a follow-up are documented in the database and contact is made immediately to any carrier or contact necessary to start resolution. The employee at the district that has filed the opportunity is then called within 24 hours (except for the weekend) with a status update. Our goal for any complaint is resolution within 48 hours. All tickets are sent to the Vice President of Barrett Insurance upon arrival into the database until “resolved” category is turned “green” for resolution completed. All issues are then reported and recapped in the Barrett weekly team meeting.

4.D Plan and Ability to provide service delivery and support Philosophy regarding addressing customer/client questions and needs

Scope of Services and Outline of Expected Services

1. Inception and Analysis:

- Introduce ourselves/organization to the client and present our services, processes, etc.
- Establish the Timeline with Client
- Collect data for prior year, (i.e., claims experience, utilization, rates, trends, administration experience, etc.) from the current carrier (s) to begin review and analysis to include fees and commission structure
- Meet with client on cost, measure for budget allocation to consider when/if requesting bids
- If instructed, proceed with solicitation of bids from other carriers
- Collect and analyze the responses and evaluate bids and carrier credentials

- Identify and report relevant changes, loss exposure, losses, and changes in policy and/or benefits

2. Solicitation and Negotiation of Plan

- Prepare the bid specifications to consider the timeline of the renewal of current plans
- Request bids from multiple carriers that meet the specifications
- Manage the receipt and analysis of bids and negotiate with carrier based on client budget
- Prepare proposal comparisons and/or plan options to present to Client, committee etc. and
- Discuss the data, details of plans and plan management, if different

3. Strategy

- Continue monitoring and negotiations and meet with client, committee etc. as necessary,
- Evaluate the quality, cost effectiveness, competitiveness, and
- Discuss the recommendations with respect to the benefits, plan design, to include,
- Cost/rates, employee and dependent cost, budget allowances, and value-added services to include wellness strategies on a short-term and long-term basis
- Finalize selection of plans, benefits, rates contributions and carrier contracts.

4. Annual Open Enrollment

- Establish Timeline
- Assist with announcements of Open Enrollment
- Establish schedule of employee enrollment, prepare the employee benefit package (s), and commit the agents and representatives for the enrollment process,
- Report to the Human Resource or designated client contact person to:
 - Meet the accommodations of enrollment
 - Follow through with missing documentation or employees

5. Maintain Insurance Carrier Relationship

- Coordinate the paperwork finalization and implantation of the enrollment and any contract documentation with the insurance carrier (s).
- Report on the final closing and completion of enrollment
- Continue services required for status of benefits and claims administration issues, performance updates.

6. Maintain Prompt Client Services

- Assist the Client with questions, services, benefits, invoices, contracts, policies, problem resolution and/or administration and service procedures on invoices and employee updates
- Scheduled visits and/or calls with the Client
- Availability for new hire enrollment or existing employee problem resolution available on location or by telephone

7. Provide Updates

- Services are available on a fixed schedule (timeline) or upon request throughout the year to initiate an analysis to review and evaluate costs, claims utilization, administrative issues and trends and performance with Client

8. Year-Round Employee Benefits

- Provide informational material as requested for meetings, workshops, Health Fairs or payroll stuffers to clarify and simplify guidelines of the employee benefits, offer workshops.

9. Extension to Human Resource Department

- Staff is professional and knowledgeable to discuss the Human Resource organizational dynamics and information on COBR, HIPPA FMLA, Affordable Care Act and employee benefit requirements at the local, state and federal level as well as the impacts on the public and private sectors. Many issues may be referred to Department of Labor.

10. Legislation

- News that comes about in the industry/government, during these volatile times will be reported to the client and agent/broker will recommend the changes required, if any, that may affect the employee benefits.

11. Administration Services

- Additional administrative services that are required of the client will be discussed and recommendation will be made. The Affordable Care Act has initiated IRS and/or Department of Labor Forms and rules that may need to be referred to your accountant or a professional in Labor/Employer requirements. The agent/broker will also facilitate information and/or contacts.

12. Third Party Referral

- To keep the client in compliance with any services or industry related legislative changes, not available by the agent/broker, contract information on a third-party entity (s) can be provided.

13. General Scope of Services

- Agent/Broker is committed to retain the ongoing level of ethics, education and training to continuously provide accurate and fair business practices to our Clients. The above services are not limited to a fixed schedule and the Agent/Broker is available to accommodate requests from the client at their request.
- Records are kept on processes, services, telephone calls and emails with the Client as it pertains to the account and/or employee benefits.

14. Technology

- 21st Century and beyond, we have multiple Benefit Administrative Systems which will streamline all employee products on one platform. Therefore, eliminating paper, time and errors for your HR Department at no cost to your organization.

Example of Carrizo Springs CISD Employee Benefits Guide in English (4 pgs. per sheet):



Carrizo Springs CISD



2022-2023

Employee Benefits Guide

"Your Health, Your Plan, Your Choice!"



Important Numbers

BENEFIT	PROVIDER NAME	CONTACT INFORMATION
Medical	HealthCare Highway	1-888-866-3400 www.hcphelpplan.com
Health Savings Account (HSA) Rollover/Spending Account (FSA) Dependent Care	MetLife	1-800-GET-METLIFE www.mylifebenefits.metlife.com
Dental	MetLife	1-800-GET-METLIFE www.mylifebenefits.metlife.com
Vision	MetLife	1-800-GET-METLIFE www.mylifebenefits.metlife.com
Group Life	United Health Care	1-888-299-2070 www.uhc.com
Supplemental Life Insurance	United Health Care	1-888-299-2070 www.uhc.com
TruFlex Universal Life Insurance	Texas Republic	512-330-6099 customerservice@truflex.com
Short & Long-Term Disability	BNIN	1-800-358-6843
Critical Illness	United	1-888-299-2070 www.uhc.com
Hospital Indemnity	United	1-888-299-2070 www.uhc.com
Accident Insurance	Standard	1-800-351-7500 www.standardlife.com
Employee Assistance Program	United	1-877-462-3006 www.1800myEAP.com
Emergency Transportation	NASA	1-800-421-3226 www.nasa24.com
Legal Plan	MetLife	1-800-821-6400 www.lgpln.com

3



Welcome to Carrizo Springs CISD

Carrizo Springs CISD is committed to providing you and your family with high quality benefits at an affordable cost. You know your healthcare needs best, so we encourage you to take care of your own health and well-being. Please review the benefits and resources in this guide to help you make an informed decision.

TERMS TO KNOW

Network:

A group of health care providers, including doctors, hospitals, and other health care providers, which have agreed to provide care at lower costs.

Co-pay:

A set dollar amount you pay for network services, i.e., doctor's office visits, emergency room care and prescription drugs.

Deductible:

The dollar amount you must pay for covered medical expenses each year before the plan pays for certain services. The deductible does not apply to in-network preventative care and any services where you pay a co-pay.

Coinsurance:

The percentage of your medical costs you must pay for certain services after you meet your annual deductible.

Out-of-Pocket Maximum:

The maximum amount you must pay toward covered medical expenses in a calendar year. Once you pay this amount, the plan pays the entire cost of covered services for the rest of the year. Deductibles and co-pays apply to the out-of-pocket maximum.

2



Medical Plans



TAS Equivalent Plan	Primary	Primary +	HDHP
Insured	Brokers	Silver	HDHP
Employee	\$0.00	\$0.00	\$0.00
Employee & Spouse	\$405.61	\$413.94	\$403.48
Employee & Child	\$188.94	\$169.45	\$177.30
Employee & Family	\$524.86	\$586.72	\$525.55

Preferred Lab - Quest, CPT, Lab Corp or No deductible at Dimmit Regional Hospital.

Preferred Imaging - No deductible at Dimmit Regional Hospital.

Preferred Urgent Care - Care Now

Dimmit Regional Hospital - No deductible required if hospitalized, imaging, admissions or lab are administered at the hospital.

Access medical benefit information through the automated line:
1-888-866-3400
or
www.HCPHealthPlan.com

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Medical Plan Benefit Summary

Tier Equivalent	Primary	Primary 1	HOMP	ActiveCare 2
Healthcare Highways	Bronze	Silver	HOMP	Gold
PCP Copay	\$30	\$10	35% after deductible	\$15
PCP at Current Regional Clinic	\$0	\$0	\$0 after deductible	\$0
Specialist Copay	\$70	\$30	10% after deductible	\$30
Lab and X-ray	In office \$0	In office \$0	In office \$0 after deductible	In office \$0
TeleDoc	\$0	\$0	\$42	\$0
Urgent Care Copay	\$50	\$30	10% after deductible	\$50
Advanced Imaging	35% after deductible	25% after deductible	10% after deductible	20% after deductible
Generic Drugs	\$15 - \$45	\$15 - \$45	\$0 after deductible	\$20 - \$15 copay, \$20 after deductible
Brand	35% after deductible	25% after deductible	25% after deductible	25% after deductible
Non-Advanced Brand	50% after deductible	35% after deductible	50% after deductible	50% after deductible
Specialty	20% after deductible	20% after deductible	20% after deductible	30% after deductible
Emergency Room	100% after deductible	20% after deductible	20% after deductible	20% after deductible
Inpatient Hospitalization	20% after deductible	20% after deductible	20% after deductible	20% after deductible
Outpatient Surgery	20% after deductible	20% after deductible	25% after deductible	25% after deductible
Individual Deductible	\$2,500	\$1,500	\$1,100	\$1,400
Family Deductible	\$5,000	\$3,000	\$6,600	\$7,000
Catastrophic	20%	20%	20%	25%
Out of Pocket Maximum	\$8,150	\$5,950	\$7,650	\$7,300
Family Out of Pocket Maximum	\$16,300	\$11,900	\$15,300	\$14,600
Out of Network Co-Insurance	NA	NA	50%	40%

Healthcare Highways Network

Finding an in-network provider

Welcome to Healthcare Highways! We're honored to be your healthcare partner. Let's help you find your in-network provider. You have two ways to search for a provider:

Do it yourself.
Go to www.HCHW.com and follow the simple instructions below.

Let us help you.
Call our Customer Care Provider Lookup at 800.300.2800. We're available Monday through Friday, 8am to 5pm CST.

Online Search

Follow our simple search instructions:

STEP 1
Go to www.HCHW.com

STEP 2
Click on "Find a Provider" located in the top right corner of the HCHW Main Page home page.

STEP 3
Choose your state and clicking your Member ID card, match the network logo on your card with one of the logos shown on your screen. Click on your matching logo name.



and customer service, call 800.300.2800
or visit www.hchwh.com

You will pay 100% at the hospital until you meet your deductible under all plans.

STEP 4

A default location may appear. You may change this location at any time to find an in-network provider nearest you or your covered family member.

Quick Fact

If you are working or need to change your current location, please you can enter the City/State/Zip and your current location.

You may also click on the state in the right of the City/State/Zip and our GPS system will calculate your location for you.

STEP 5

You have choices on how you can search for your in-network provider. Use the pull-down menu at the All Categories tab to narrow your search. Choose from doctor, nurse, dental specialty, physical therapy, or places by list.

When you category has selected, simply click in the field and begin typing the information about your provider, specialty or place.

Quick Fact

To search by specialty, simply click in the top left drop and a dropdown appears so that you may search through typical specialties and conditions.

A list of one or more providers will appear, depending on your search parameters. Scroll to select your provider. When each listing, you'll find basic contact information. You may click on "Get a direction" to get turn-by-turn driving instructions.



Quick Fact

Change the way your results are displayed by clicking on the sort button. You may sort by last name, first name, or distance or deductible by name A-Z or Z-A.

Print or save your results.

STEP 6
Clicking on the provider's name brings up detailed practice or facility information, location, contact information, and hours.

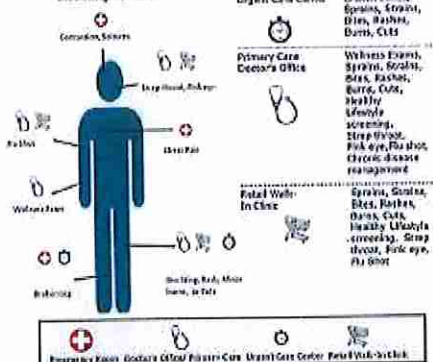
Quick Fact

Click on the Home icon at the top right to reset for another search.

KNOW WHERE TO GO

Save time and money by knowing your urgent care options

You never know when you may need medical care. So, it is always good to understand your options. If your health or life is in danger, call 911 or go to the nearest emergency room. But go elsewhere for non-life-threatening events.



Tip: Try to avoid any Free Standing emergency room visits. They are commonly NOT in network. This helps you save the most money. (Free Standing is an ER not attached to a hospital)



Dental Plan

Insured	Preventative Plus
Monthly Premium Rates	
Employee	\$18.02
Employee & Spouse	\$32.08
Employee & Family	\$50.72



Access dental benefit information through the automated line: 1-800-GET-METB
www.mybenefits-metlife.com

Coverage Type	Fee Schedule
Deductible	Individual Per family member \$50
Annual Maximum	\$1,000
Preventive services: Oral exams, Bitewing X-rays, Routine Cleanings, Oral Cancer Screening	100% No Deductible
Basic Services: Emergency care for pain, Fillings, Extractions, Stainless steel crowns	80% after Deductible
Major Services: Crowns, Bridges, Dentures, Implant Related Services, Root Canals	50% after Deductible
Orthodontia Services - for children under 19 years old	\$1,000 (maximum amount)



Vision Plan

Davis Vision Network



Vision Care Services	In-Network	Out-of-Network
Exam with Dilatation Copy - (Low / High plans)	\$10.00 copy	\$45.00 allowance
Comprehensive exam for prescription of corrective eyewear		12 months
Exam Frequency		
Retinal Imaging (Low / High plans)	Up to \$40.00 copy	Applied to the exam allowance
This screening is used to take pictures of the inside of the eye, particularly the retina to look for possible changes.		\$30.00 allowance
Lens Copy - (Low / High plans)	\$25.00 copy	12 months
Single Lens		
Exam Frequency*		
Frame Allowance - Low plan	\$120.00	\$55.00
Frame Allowance - High plan	\$150.00	\$70.00
Frame Frequency - Low plan		24 months
Frame Frequency - High plan		12 months
Contact Lens Allowance - Low plan	\$120.00	\$105.00
Contact Lens Allowance - High plan	\$150.00	\$105.00
Contact Lens Frequency* - Low / High plans		12 months

*Member can choose between contacts or glasses

Insured	Monthly Premium Rates	Monthly Enhanced Rates
Employee	\$5.15	\$5.09
Employee & Spouse	\$9.93	\$11.71
Employee & Child(ren)	\$6.21	\$9.62
Employee & Family	\$12.99	\$15.07

To find a provider in network, please go to: www.mybenefits-metlife.com or call 1-800-GET-METB

Health Savings Account

If you are enrolled in a Qualified High-Deductible Health Plan (HDHP), you may establish a tax-exempt Health Savings Account with your own funds.

- An HSA can be used to pay for eligible medical expenses, deductibles, co-insurance, prescriptions, vision, and dental care.
- Balance roll over from year to year and the amount is portable.
- Employee may not exceed the IRS Annual Maximum limit to the right. Only funds in your account are available for reimbursement.
- Employee contribution only.

Flexible Spending Account (FSA)

- A Flexible Spending Account (FSA) allows you to set aside dollars on a pre-tax basis to pay for eligible medical, dental, vision, and some over-the-counter expenses.
- Such expenses may include co-pays, co-insurance, dental and vision expenses, and prescriptions.
- Plan runs by calendar year and all eligible claims must be "incurred" during plan/calendar year.
- Funds must be used by the end of the calendar year, or you will lose your accumulated funds.

Dependent Care

- A Dependent Care Spending Account allows you to set aside dollars on a pre-tax basis to pay for eligible child and adult care expenses.
- Such expenses may include daycare centers, before-school care up to age 13, special education schools, and nurses or other dependent care services for an incapacitated adult who lives with you for at least 14 hours a day.
- Funds are for your dependent(s) age 12 or younger. Funds may also be used for a spouse or dependent incapable of self-care.



2022 MAXIMUM ANNUAL CONTRIBUTION
\$3,550 SINGLE / \$7,100 FAMILY

2022 MAXIMUM ANNUAL CONTRIBUTION
\$192



2022 MAXIMUM ANNUAL CONTRIBUTION
\$2,350



2022 MAXIMUM ANNUAL CONTRIBUTION
\$5,000



Group Life and Accidental Death & Dismemberment (AD&D) Insurance



Carrito Springs CISD generously supplements half the cost for \$20,000 of Basic Life and AD&D insurance to full time employees at only \$1.05 per employee.

Accidental Death and Dismemberment (AD&D):

Additional life insurance benefits may be payable in the event of an accident which results in death or dismemberment as defined in the contract.

ACTION NEEDED:

During enrollment, it is critical you enter your beneficiary information:
Name, date of birth, & address



Supplemental Term Life Insurance and AD&D

Why would I buy?

You can purchase additional life and AD&D insurance for you and your family members to protect your quality of life while you are working. For example: mortgage, car payment, college, etc.



This is your opportunity

Employee Life and AD&D	Purchase coverage in \$10,000 increments. The max benefit is the lesser of 5 times your annual earnings or \$300,000. Guaranteed issue is \$150,000 if purchased this year.
Spouse Life and AD&D	- If employee purchases coverage, additional coverage can be purchased for spouse in \$5,000 increments. Guarantee issue is \$20,000. The max benefit is \$150,000. - Spouse coverage terminates at employee's retirement.
Child Life and AD&D	- If employee purchases coverage, additional coverage can be purchased for each child for \$1,000 - \$10,000 coverage (max). - Child coverage terminates at age 26.

- Due to Covid, term life insurance can be difficult to purchase. This is a great opportunity to protect your family to up to \$150,000.
- If you leave Carizo Springs CISD, you will be able to take this benefit with you.
- Evidence of Insurability required for late entrants and amounts over the Guaranteed Issue amount.
- Benefit Reduction: 65% at age 65 and 50% at age 70

Under 25	\$0.045	40 - 44	\$0.090	60 - 64	\$0.592
25 - 29	\$0.054	45 - 49	\$0.135	65 - 69	\$1.140
30 - 34	\$0.072	50 - 54	\$0.205	70 - 74	\$1.842
35 - 39	\$0.091	55 - 59	\$0.305	75 and above	\$1.842

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TrueFlex Universal Life Insurance



- Offered to CISD employees at less expensive rates.
- Available to Employees, spouses, children, and grandchildren.
- You may purchase for dependents independently.
- You can take this coverage when you leave the company.
- Have affordable when you are younger.
- Guaranteed issue - with qualifying questions:
 - 1) Actively working, full-time, usual duties?
 - 2) Absent from work due to illness for more than 5 consecutive days?
 - 3) Disabled, chronic, cancer, dialysis, alcohol, or drug abuse?
- Permanent Coverage to age 121.

- All policies come with an Accelerated Death Benefit that can be accessed through a living benefit for Terminal Illness or Chronic Illness at no additional cost.
- In a pandemic crisis Term Life is exceedingly difficult to secure. Universal Life is a guarantee to protect you and your family.
- Monthly premium never changes or increases.
- Universal Life often pays your final expenses.

FACE AMOUNT FOR EMPLOYEE-GI		
Age	Minimum	Maximum
17 to 65	\$25,000	\$125,000

FACE AMOUNT FOR EMPLOYEE-BUY UP		
Age	Minimum	Maximum
17 to 65	\$25,000	\$150,000

FACE AMOUNT FOR SPOUSE		
Age	Minimum	Maximum
17 to 60	\$25,000	\$50,000

FACE AMOUNT FOR YOUTH		
Children	15 days to 25 years old	\$25,000 Only
Grandchild	15 days to 25 years old	\$25,000 Only

RIDERS AVAILABLE		
Accidental Death - One Times Face Amount		
Accelerated Death Benefit-Chronic Care: You access 45% of face amount; Terminal Illness-You access 50% of face amount		

Examples: Monthly Premium - Non-Tobacco			
Age	\$25,000	\$50,000	\$75,000
25	\$10.75	\$19.75	\$27.75
35	\$11.79	\$25.33	\$36.88
45	\$25.17	\$48.08	\$71.00

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Short & Long-Term Disability



Purchase now without proof of Insurability.

Protect your paycheck if you are unable to work
Your income is one of your most valuable assets. No one plans to become disabled, but a serious illness or injury can strike anyone at any time and at any age, taking away your ability to earn a paycheck.

The value of disability insurance for you and your family
Did you realize that if you became disabled and could not work, disability insurance provides you with an income until you are able to return to work or your reach 65.

It can cover things like:

- Maternity Leave
- Having back pain, depression, or other mental disorders
- Major accidents
- Life changing diagnosis, such as cancer

- Employees can choose from a Benefit Amount and Waiting Period that they feel best matches their financial needs.

- Employees can choose their **Monthly Benefit Amount** in \$100 increments, from \$200 to \$8,000 (not to exceed 66% of monthly earnings).
- Employees can choose from among six **accident/sickness Benefit Waiting Periods** - (injury/sickness of 0/3, 14/14, 30/30, 60/60, 90/90 or 180/180). A benefit waiting period is the amount of time before an employee must be continuously disabled before you are eligible for benefits.

This plan has a pre-existing condition exclusion. If you have a medical condition before enrolling, you must wait a certain period of time before the plan will provide coverage for that condition. Pregnancies are considered pre-existing if conceived date is prior to the start date of coverage.

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Critical Illness

Protect your savings from life's unexpected moments, because medical insurance does not cover everything. Health care costs are on the rise. Even with medical insurance you are often still responsible for both medical and non-medical expenses related to your recovery from a significant injury.

Helps protect your savings
Critical Illness Insurance complements your medical plan. The plan pays you cash benefits based on each eligible diagnosis such as a heart attack, stroke, or cancer.

Wellness Benefit
Receive a \$50 payment if you participate in a health screening, such as annual exams, immunizations, blood work, etc. - All family members on the plan receive \$50 wellness benefit.

UHC offers three plans - \$10,000, \$20,000 and \$30,000. The rates are based on employees' age. The rates are based on non-smokers.

Monthly Premium Rates															
Age	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Under 25	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
25-29	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
30-34	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
35-39	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
40-44	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
45-49	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
50-54	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
55-59	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
60-64	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
65-69	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
70-74	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
75+	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00

EE - Employee Only EP - Employee & Spouse EC - Employee & Children EF - Employee & Family

The benefit for spouse and child(ren) is half of the employee's benefit. Employees must purchase this benefit to get dependent coverage.

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Example of Carrizo Springs CISD Employee Benefits Guide in Spanish (4 pgs. per sheet):



Carrizo Springs CISD



Guía de beneficios médicos 2022- 2023

"¡Su salud, su plan, su elección!"



Información de contactos importantes

Beneficio	Compañía de Seguro	Número de teléfono / Correo electrónico
Plan selecto	Beneficio Highways	1-800-856-3400 www.benefithighways.com
Cuenta de cheques para la salud (HSA) Cuenta de gastos de salud (FSA) Asesoría médica para dependientes	MetLife	1-800-GET-MET8 www.benefitmetlife.com
Plan dental	MetLife	1-800-GET-MET8 www.benefitmetlife.com
Plan de la vista	MetLife	1-800-GET-MET8 www.benefitmetlife.com
Seguro de vida grupal	United	1-800-299-2070 www.united.com
Seguro de vida suplemental	United	1-800-299-2070 www.united.com
Tratamiento de salud universal	United	1-512-330-0503 www.united.com
Restauración para la pérdida de ante y los ojos	ANHEIM	1-800-858-6643 www.anheim.com
Indemnidad cubilera	United	1-800-299-2070 www.united.com
Indemnidad hospitalaria	United	1-800-299-2070 www.united.com
Seguro contra incendios	Standard	1-800-351-7309 www.standard.com
Programa de apoyo para empleados	United	1-877-660-3806 www.benefitmetlife.com
Empeño de emergencia	MAIA	1-800-423-3226 www.maia.com
Plan de seguros	MetLife	1-800-821-6400 www.benefitmetlife.com



Bienvenidos a Carrizo Springs

Carrizo Springs se compromete a proveer a usted y a su familia beneficios de esta ciudad con precios razonables. Usted puede elegir qué parte de sus necesidades en cuanto a su salud, y por eso usted se elige de su salud y bienestar. Tener de conocer los beneficios y recursos en línea para poder informarse y tomar las mejores decisiones acerca de su inscripción.

Términos Claves

El costo:

Un grupo de proveedores médicos, tal como los doctores, los hospitales y más, que participan en un acuerdo para ofrecer servicios a un costo reducido.

El copago:

Un pago fijo que usted paga de su bolsillo cuando recibe servicios dentro de la red, tales como consultas médicas, servicios de sala de emergencias, recetas médicas.

El deducible:

La cantidad fija de dólares que usted debe pagar de su bolsillo para recibir servicios médicos antes de que usted pueda pagar otros servicios. No se aplica a los servicios preventivos dentro de la red ni a cualquier servicio donde usted paga el copago.

El Copagos:

El porcentaje de gastos médicos que usted tiene que pagar para ciertos servicios después de haber alcanzado su deducible.

Costo máximo de su bolsillo:

La cantidad máxima que usted tendrá que pagar para gastos médicos cubiertos dentro del año calendario. Una vez que usted alcance a pagar esta cantidad, el plan pagará el costo antes de servicios cubiertos durante el resto del año. Los deducibles y copagos se aplican al gasto máximo de su bolsillo.



Los planes médicos



Un plan que cubra a usted y a su familia	Individual	Family	HDHP
Participación mensual	Individual	Family	HDHP
Empleado	\$0.00	\$0.00	\$0.00
Empleado y cónyuge	\$405.63	\$411.31	\$409.45
Empleado e hijos	\$100.04	\$155.45	\$177.38
Empleado y familia	\$204.66	\$386.72	\$325.50

Laboratorio preferido – Quest, QIP, Lab Corp, o no se requiere deducible en Clomet Regional Hospital.

Laboratorio preferido de radiología e imágenes – No se requiere deducible en Clomet Regional Hospital.

Centro de atención de urgencias preferido – Core Now

Hospital Regional Hospital – No se requiere deducible en el hospital o en los radiólogos, la atención y los análisis de laboratorio se hacen a cargo en el hospital.

Información adicional acerca de los beneficios médicos se consigue por favor al administrador:
1-800-805-3400
or
www.benefitmetlife.com



Participantes asegurados	Presupuesto Plus
Empleado	\$18.00
Empleado y cónyuge	\$32.00
Empleado y familia	\$50.00

Información telefónica acerca de los beneficios dentales se consigue por línea telefónica 1-800-GET-METLIFE

Tipo de protección	Presupuesto Plus
Devidado (per año calendario)	Individual por cada miembro de la familia
Alta cobertura anual	\$1,000.00
Servicios preventivos:	Exámenes dentales anuales, radiografías (dentales) de alta frecuencia (bitewing, x-ray), servicios de higiene dental, exámenes preventivos de estomatología
Servicios básicos:	Revisión de emergencia, extracciones, coronas de acero inoxidable
Servicios mayores:	Extracciones, puentes, dentadura postiza, implantes y servicios relacionados, exámenes radiológicos
Servicios de restauración - para hijos dependientes hasta la edad de 19 años	\$1,000 (por año calendario)



Plan de la vista

Davis Vision Network



Servicios de atención para la vista	Los beneficiarios dentro de la red	Los beneficiarios fuera de la red
Copago para exámenes con dilatación - Plan básico / Plan aumentado	\$10.00 copago	\$15.00 seguro de visión
Exámenes de contacto para la recepción de lentes correctivos	12 meses	
Los gastos de la retina - Plan básico / Plan aumentado	100% \$10.00 copago	Se aplica la subrogación máxima para exámenes
Exámenes de retina se trata de graduación de lentes por el oftalmólogo del ojo, de la retina en particular, para permitir posibles cambios.		
Copago para lentes - Plan básico / Plan aumentado	\$15.00 copago	\$30.00 seguro de visión
Lentes postizas	12 meses	
Frecuencia para lentes		
Asignación máxima para lentes - Plan básico	\$225.00	\$95.00
Asignación máxima para lentes - Plan aumentado	\$150.00	\$70.00
Frecuencia para lentes - Plan básico	24 meses	
Frecuencia para lentes - Plan aumentado	12 meses	
Asignación máxima para lentes de contacto - Plan básico	\$170.00	\$101.00
Asignación máxima para lentes de contacto - Plan aumentado	\$150.00	\$70.00
Frecuencia para lentes de contacto - Plan básico / Plan aumentado	12 meses	

Participantes asegurados	Presupuesto Plus	Presupuesto Plus
Empleado	\$5.55	\$5.00
Empleado y cónyuge	\$5.55	\$11.11
Empleado e hijos	\$6.21	\$5.00
Empleado y familia	\$12.01	\$19.07

Para identificar proveedores que participan dentro de la red, visiten a www.mybenefits.metlife.com o llamen a 1-800-GET-METLIFE

Cuenta de ahorros para la salud (HSA)

- Si está inscrito en un HSA de salud, usted puede deducir los gastos de salud (HSA) para establecer una cuenta de ahorros para la salud con sus propios fondos. Será sujeto de impuestos.
- Esta cuenta se puede usar para pagar los gastos de salud para la salud para pagar los gastos médicos y los servicios dentales y de la vista.
- Los saldos se transfieren de un año a otro y la cantidad es portable.
- El empleado no puede exceder la contribución máxima anual del HSA, que se indica a la derecha. Solo los fondos de su cuenta están disponibles para ser usados.
- Contribución del empleado (voluntario)

2022 CONTRIBUCIÓN ANUAL MÁXIMA

\$3,850 INDIVIDUAL / \$7,300 FAMILIAR

2021 CONTRIBUCIÓN ANUAL MÁXIMA

\$3,600

Cuenta de gastos flexibles (FSA)

- Una Cuenta de gastos flexibles (FSA) le permite gastar dólares antes de impuestos para pagar gastos médicos, dentales, de la vista y algunos gastos de venta libre de farmacia.
- Dichos gastos pueden incluir copagos, coseguros, gastos dentales, de la vista, y recetas de farmacia.
- El plan se ejecuta por año calendario y todos los reclamaciones elegibles deben "incursirse" dentro del plan año calendario.
- Los fondos deben usarse antes del final del año calendario o perderá por fondos no utilizados.



2022 CONTRIBUCIÓN ANUAL MÁXIMA

\$2,850

Cuidado de dependientes

- Una Cuenta de gastos para el cuidado de dependientes (Dependent Care Spending Account) le permite gastar dólares antes de impuestos para pagar los gastos elegibles para cuidar a niños y adultos.
- Dichos gastos pueden incluir: guardería, servicios para cuidar a niños antes de la escuela hasta los 13 años, escuela de educación especial y enfermería u otros servicios de cuidado de dependientes para un adulto incapacitado que viva con usted durante al menos 8 horas al día.
- Los fondos son para el cuidado de dependientes; no se gastan en el hogar.



2022 CONTRIBUCIÓN ANUAL MÁXIMA

\$5,000



Seguro de vida grupal y seguro de muerte accidental y desmembramiento (AD&D)



Carrizo Springs CISD completa bondadosamente la mitad del costo de Seguro de vida básico y de AD&D con un valor de \$20,000 para sus empleados de jornada completa, resultando en un costo de tan sólo \$1.05 para cada empleado.

Seguro de muerte accidental y desmembramiento (AD&D):

Beneficios adicionales de seguro de vida se podrían pagar en el caso de un accidente que resulta en la muerte o el desmembramiento, según el contrato.

Se exige acción: A la hora de inscribirse, es sumamente importante que incluya los datos de su beneficiario (nombre, fecha de nacimiento, y dirección).

Seguro de vida suplemental a término y seguro de muerte accidental y desmembramiento (AD&D)

¿Por qué comprarlo?

Tiene la opción de comprar seguro de vida y seguro de AD&D adicional para usted y para los miembros de su familia y así proteger su cantidad de vida mientras siga trabajando, cubra por ejemplo: las pagos de la renta o hipoteca, pagos del auto, los gastos para la educación, etc.

Esta es su oportunidad.

Empleado	Puede comprar un nivel de protección y el monto de \$10,000. El beneficio máximo es de 5 veces su ingreso anual o \$100,000, whichever is greater. La cobertura garantizada es \$100,000 si el empleado es menor de 40 años.
Cónyuge	El empleado asegurado puede comprar protección adicional para su cónyuge a un costo de \$5,000. La cobertura garantizada es \$25,000. El beneficio máximo es \$150,000. Se termina la protección del cónyuge cuando el empleado se jubila.
Hijo	- El empleado asegurado puede comprar protección adicional para cada hijo a una cantidad máxima de \$1,000 - \$10,000. - Se termina la protección de un hijo cuando alcanza la edad de 26 años.

- Oferte a CUYDA, el seguro de vida a término es muy difícil de conseguir actualmente. Ofrecerán una gran oportunidad para proteger a su familia con protección hasta \$11,000.
- Si alige la edad de su hijo en Cuyda Springs CISD, se puede estar seguro. O sea es parental.
- Se exige evidencia de insurabilidad en el caso de suscripciones basadas en protección en cantidades mayores de la emisión garantizada.
- La reducción de la prima: El 65% cuando cumple 65 años y el 10% cuando cumple 70.

Edad de 25	Edad de 30	Edad de 35	Edad de 40	Edad de 45	Edad de 50	Edad de 55	Edad de 60	Edad de 65	Edad de 70
\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00

TrueFlex – Seguro de vida universal



- Se ofrece a los empleados de Cuyda Springs CISD una póliza exclusiva.
- Disponibilidad exclusiva a sus empleados, hijos y nietos.
- Se puede comprar la póliza de forma individual o para un grupo de personas.
- El seguro es flexible, se puede llevar al cambio de empleo.
- Existen condiciones de reembolso de la póliza en caso de muerte.
- Se puede pagar la póliza, según las necesidades de la persona asegurada.

Cantidad nominal para el empleado-G1		
Edad	Mínimo	Máximo
17-65	\$25,000	\$100,000

Cantidad nominal para cónyuge		
Edad	Mínimo	Máximo
17-65	\$25,000	\$100,000

Cantidad nominal para hijo/nieto	
Hijo	15 días - 25 años de edad \$25,000
Nieto	15 días - 25 años de edad \$25,000

Ejemplos de primas semanales para los que no usan tabaco			
Edad	\$25,000	\$50,000	\$75,000
25	\$10.75	\$19.25	\$27.75
35	\$11.79	\$25.33	\$36.88
45	\$25.17	\$48.08	\$71.00

- El seguro de vida universal es flexible y puede ser modificado en cualquier momento.
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Prestación para Incapacidad a corto y largo plazo

Se puede comprar nuevo sin presentar evidencia de insurabilidad.

Proteja su ingreso en el caso que no sea capaz de trabajar. Su ingreso es de mucho valor. Nadie espera incapacitarse, pero a cualquiera de nosotros, no importa la edad, nos puede tocar de repente una enfermedad grave o un accidente, quitando nuestra capacidad de ganar ingresos.

El valor que tiene un seguro para incapacidad para usted y su familia: ¿Se da cuenta que, en el caso que usted se vuelva incapaz de trabajar, un seguro para incapacidad le provee un ingreso hasta que pueda volver al trabajo? Cúbralo, por ejemplo:

- El premio de mortalidad
- Debe de quedar vivo, depresión, y otras condiciones físicas
- Accidentes graves
- Un diagnóstico que cambia la vida, al como el de cáncer, por ejemplo

El empleado puede seleccionar la cantidad de su prestación y el período de espera que comparezca a sus necesidades financieras.

El empleado puede seleccionar su prestación mensual por incrementos de \$100, con un mínimo de \$100 hasta un máximo de \$5,000. (No puede exceder del 60% de su sueldo mensual).

El empleado puede seleccionar uno o períodos de espera para la prestación para accidentes/enfermedades (Accidentes/enfermedades de 60, 90, 120, 150, 180, 210, 240, 270, 300, 330, 360, 390, 420, 450, 480, 510, 540, 570, 600, 630, 660, 690, 720, 750, 780, 810, 840, 870, 900, 930, 960, 990, 1020, 1050, 1080, 1110, 1140, 1170, 1200, 1230, 1260, 1290, 1320, 1350, 1380, 1410, 1440, 1470, 1500, 1530, 1560, 1590, 1620, 1650, 1680, 1710, 1740, 1770, 1800, 1830, 1860, 1890, 1920, 1950, 1980, 2010, 2040, 2070, 2100, 2130, 2160, 2190, 2220, 2250, 2280, 2310, 2340, 2370, 2400, 2430, 2460, 2490, 2520, 2550, 2580, 2610, 2640, 2670, 2700, 2730, 2760, 2790, 2820, 2850, 2880, 2910, 2940, 2970, 3000, 3030, 3060, 3090, 3120, 3150, 3180, 3210, 3240, 3270, 3300, 3330, 3360, 3390, 3420, 3450, 3480, 3510, 3540, 3570, 3600, 3630, 3660, 3690, 3720, 3750, 3780, 3810, 3840, 3870, 3900, 3930, 3960, 3990, 4020, 4050, 4080, 4110, 4140, 4170, 4200, 4230, 4260, 4290, 4320, 4350, 4380, 4410, 4440, 4470, 4500, 4530, 4560, 4590, 4620, 4650, 4680, 4710, 4740, 4770, 4800, 4830, 4860, 4890, 4920, 4950, 4980, 5010, 5040, 5070, 5100, 5130, 5160, 5190, 5220, 5250, 5280, 5310, 5340, 5370, 5400, 5430, 5460, 5490, 5520, 5550, 5580, 5610, 5640, 5670, 5700, 5730, 5760, 5790, 5820, 5850, 5880, 5910, 5940, 5970, 6000, 6030, 6060, 6090, 6120, 6150, 6180, 6210, 6240, 6270, 6300, 6330, 6360, 6390, 6420, 6450, 6480, 6510, 6540, 6570, 6600, 6630, 6660, 6690, 6720, 6750, 6780, 6810, 6840, 6870, 6900, 6930, 6960, 6990, 7020, 7050, 7080, 7110, 7140, 7170, 7200, 7230, 7260, 7290, 7320, 7350, 7380, 7410, 7440, 7470, 7500, 7530, 7560, 7590, 7620, 7650, 7680, 7710, 7740, 7770, 7800, 7830, 7860, 7890, 7920, 7950, 7980, 8010, 8040, 8070, 8100, 8130, 8160, 8190, 8220, 8250, 8280, 8310, 8340, 8370, 8400, 8430, 8460, 8490, 8520, 8550, 8580, 8610, 8640, 8670, 8700, 8730, 8760, 8790, 8820, 8850, 8880, 8910, 8940, 8970, 9000, 9030, 9060, 9090, 9120, 9150, 9180, 9210, 9240, 9270, 9300, 9330, 9360, 9390, 9420, 9450, 9480, 9510, 9540, 9570, 9600, 9630, 9660, 9690, 9720, 9750, 9780, 9810, 9840, 9870, 9900, 9930, 9960, 9990, 10020, 10050, 10080, 10110, 10140, 10170, 10200, 10230, 10260, 10290, 10320, 10350, 10380, 10410, 10440, 10470, 10500, 10530, 10560, 10590, 10620, 10650, 10680, 10710, 10740, 10770, 10800, 10830, 10860, 10890, 10920, 10950, 10980, 11010, 11040, 11070, 11100, 11130, 11160, 11190, 11220, 11250, 11280, 11310, 11340, 11370, 11400, 11430, 11460, 11490, 11520, 11550, 11580, 11610, 11640, 11670, 11700, 11730, 11760, 11790, 11820, 11850, 11880, 11910, 11940, 11970, 12000, 12030, 12060, 12090, 12120, 12150, 12180, 12210, 12240, 12270, 12300, 12330, 12360, 12390, 12420, 12450, 12480, 12510, 12540, 12570, 12600, 12630, 12660, 12690, 12720, 12750, 12780, 12810, 12840, 12870, 12900, 12930, 12960, 12990, 13020, 13050, 13080, 13110, 13140, 13170, 13200, 13230, 13260, 13290, 13320, 13350, 13380, 13410, 13440, 13470, 13500, 13530, 13560, 13590, 13620, 13650, 13680, 13710, 13740, 13770, 13800, 13830, 13860, 13890, 13920, 13950, 13980, 14010, 14040, 14070, 14100, 14130, 14160, 14190, 14220, 14250, 14280, 14310, 14340, 14370, 14400, 14430, 14460, 14490, 14520, 14550, 14580, 14610, 14640, 14670, 14700, 14730, 14760, 14790, 14820, 14850, 14880, 14910, 14940, 14970, 15000, 15030, 15060, 15090, 15120, 15150, 15180, 15210, 15240, 15270, 15300, 15330, 15360, 15390, 15420, 15450, 15480, 15510, 15540, 15570, 15600, 15630, 15660, 15690, 15720, 15750, 15780, 15810, 15840, 15870, 15900, 15930, 15960, 15990, 16020, 16050, 16080, 16110, 16140, 16170, 16200, 16230, 16260, 16290, 16320, 16350, 16380, 16410, 16440, 16470, 16500, 16530, 16560, 16590, 16620, 16650, 16680, 16710, 16740, 16770, 16800, 16830, 16860, 16890, 16920, 16950, 16980, 17010, 17040, 17070, 17100, 17130, 17160, 17190, 17220, 17250, 17280, 17310, 17340, 17370, 17400, 17430, 17460, 17490, 17520, 17550, 17580, 17610, 17640, 17670, 17700, 17730, 17760, 17790, 17820, 17850, 17880, 17910, 17940, 17970, 18000, 18030, 18060, 18090, 18120, 18150, 18180, 18210, 18240, 18270, 18300, 18330, 18360, 18390, 18420, 18450, 18480, 18510, 18540, 18570, 18600, 18630, 18660, 18690, 18720, 18750, 18780, 18810, 18840, 18870, 18900, 18930, 18960, 18990, 19020, 19050, 19080, 19110, 19140, 19170, 19200, 19230, 19260, 19290, 19320, 19350, 19380, 19410, 19440, 19470, 19500, 19530, 19560, 19590, 19620, 19650, 19680, 19710, 19740, 19770, 19800, 19830, 19860, 19890, 19920, 19950, 19980, 20010, 20040, 20070, 20100, 20130, 20160, 20190, 20220, 20250, 20280, 20310, 20340, 20370, 20400, 20430, 20460, 20490, 20520, 20550, 20580, 20610, 20640, 20670, 20700, 20730, 20760, 20790, 20820, 20850, 20880, 20910, 20940, 20970, 21000, 21030, 21060, 21090, 21120, 21150, 21180, 21210, 21240, 21270, 21300, 21330, 21360, 21390, 21420, 21450, 21480, 21510, 21540, 21570, 21600, 21630, 21660, 21690, 21720, 21750, 21780, 21810, 21840, 21870, 21900, 21930, 21960, 21990, 22020, 22050, 22080, 22110, 22140, 22170, 22200, 22230, 22260, 22290, 22320, 22350, 22380, 22410, 22440, 22470, 22500, 22530, 22560, 22590, 22620, 22650, 22680, 22710, 22740, 22770, 22800, 22830, 22860, 22890, 22920, 22950, 22980, 23010, 23040, 23070, 23100, 23130, 23160, 23190, 23220, 23250, 23280, 23310, 23340, 23370, 23400, 23430, 23460, 23490, 23520, 23550, 23580, 23610, 23640, 23670, 23700, 23730, 23760, 23790, 23820, 23850, 23880, 23910, 23940, 23970, 24000, 24030, 24060, 24090, 24120, 24150, 24180, 24210, 24240, 24270, 24300, 24330, 24360, 24390, 24420, 24450, 24480, 24510, 24540, 24570, 24600, 24630, 24660, 24690, 24720, 24750, 24780, 24810, 24840, 24870, 24900, 24930, 24960, 24990, 25020, 25050, 25080, 25110, 25140, 25170, 25200, 25230, 25260, 25290, 25320, 25350, 25380, 25410, 25440, 25470, 25500, 25530, 25560, 25590, 25620, 25650, 25680, 25710, 25740, 25770, 25800, 25830, 25860, 25890, 25920, 25950, 25980, 26010, 26040, 26070, 26100, 26130, 26160, 26190, 26220, 26250, 26280, 26310, 26340, 26370, 26400, 26430, 26460, 26490, 26520, 26550, 26580, 26610, 26640, 26670, 26700, 26730, 26760, 26790, 26820, 26850, 26880, 26910, 26940, 26970, 27000, 27030, 27060, 27090, 27120, 27150, 27180, 27210, 27240, 27270, 27300, 27330, 27360, 27390, 27420, 27450, 27480, 27510, 27540, 27570, 27600, 27630, 27660, 27690, 27720, 27750, 27780, 27810, 27840, 27870, 27900, 27930, 27960, 27990, 28020, 28050, 28080, 28110, 28140, 28170, 28200, 28230, 28260, 28290, 28320, 28350, 28380, 28410, 28440, 28470, 28500, 28530, 28560, 28590, 28620, 28650, 28680, 28710, 28740, 28770, 28800, 28830, 28860, 28890, 28920, 28950, 28980, 29010, 29040, 29070, 29100, 29130, 29160, 29190, 29220, 29250, 29280, 29310, 29340, 29370, 29400, 29430, 29460, 29490, 29520, 29550, 29580, 29610, 29640, 29670, 29700, 29730, 29760, 29790, 29820, 29850, 29880, 29910, 29940, 29970, 30000, 30030, 30060, 30090, 30120, 30150, 30180, 30210, 30240, 30270, 30300, 30330, 30360, 30390, 30420, 30450, 30480, 30510, 30540, 30570, 30600, 30630, 30660, 30690, 30720, 30750, 30780, 30810, 30840, 30870, 30900, 30930, 30960, 30990, 31020, 31050, 31080, 31110, 31140, 31170, 31200, 31230, 31260, 31290, 31320, 31350, 31380, 31410, 31440, 31470, 31500, 31530, 31560, 31590, 31620, 31650, 31680, 31710, 31740, 31770, 31800, 31830, 31860, 31890, 31920, 31950, 31980, 32010, 32040, 32070, 32100, 32130, 32160, 32190, 32220, 32250, 32280, 32310, 32340, 32370, 32400, 32430, 32460, 32490, 32520, 32550, 32580, 32610, 32640, 32670, 32700, 32730, 32760, 32790, 32820, 32850, 32880, 32910, 32940, 32970, 33000, 33030, 33060, 33090, 33120, 33150, 33180, 33210, 33240, 33270, 33300, 33330, 33360, 33390, 33420, 33450, 33480, 33510, 33540, 33570, 33600, 33630, 33660, 33690, 33720, 33750, 33780, 33810, 33840, 33870, 33900, 33930, 33960, 33990, 34020, 34050, 34080, 34110, 34140, 34170, 34200, 34230, 34260, 34290, 34320, 34350, 34380, 34410, 34440, 34470, 34500, 34530, 34560, 34590, 34620, 34650, 34680, 34710, 34740, 34770, 34800, 34830, 34860, 34890, 34920, 34950, 34980, 35010, 35040, 35070, 35100, 35130, 35160, 35190, 35220, 35250, 35280, 35310, 35340, 35370, 35400, 35430, 35460, 35490, 35520, 35550, 35580, 35610, 35640, 35670, 35700, 35730, 35760, 35790, 35820, 35850, 35880, 35910, 35940, 35970, 36000, 36030, 36060, 36090, 36120, 36150, 36180, 36210, 36240, 36270, 36300, 36330, 36360, 36390, 36420, 36450, 36480, 36510, 36540, 36570, 36600, 36630, 36660, 36690, 36720, 36750, 36780, 36810, 36840, 36870, 36900, 36930, 36960, 36990, 37020, 37050, 37080, 37110, 37140, 37170, 37200, 37230, 37260, 37290, 37320, 37350, 37380, 37410, 37440, 37470, 37500, 37530, 37560, 37590, 37620, 37650, 37680, 37710, 37740, 37770, 37800, 37830, 37860, 37890, 37920, 37950, 37980, 38010, 38040, 38070, 38100, 38130, 38160, 38190, 38220, 38250, 38280, 38310, 38340, 38370, 38400, 38430, 38460, 38490, 38520, 38550, 38580, 38610, 38640, 38670, 38700, 38730, 38760, 38790, 38820, 38850, 38880, 38910, 38940, 38970, 39000, 39030, 39060, 39090, 39120, 39150, 39180, 39210, 39240, 39270, 39300, 39330, 39360, 39390, 39420, 39450, 39480, 39510, 39540, 39570, 39600, 39630, 39660, 39690, 39720, 39750, 39780, 39810, 39840, 39870, 39900, 39930, 39960, 39990, 40020, 40050, 40080, 40110, 40140, 40170, 40200, 40230, 40260, 40290, 40320, 40350, 40380, 40410, 40440, 40470, 40500, 40530, 40560, 40590, 40620, 40650, 40680, 40710, 40740, 40770, 40800, 40830, 40860, 40890, 40920, 40950, 40980, 41010, 41040, 41070, 41100, 41130, 41160, 41190, 41220, 41250, 41280, 41310, 4134

Example of Carrizo Springs CISD Calendar for Communications & Enrollment:

CARRIZO SPRINGS CISD
JULY 2022
CALENDAR FOR COMMUNICATION & ENROLLMENT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4	5	6	7	8	9
10	11 Mail out postcard to CSCISD employees.	12	13	14	15 Mail out Employee Benefit Book to all employees.	16
17	18 Email announcement Mass text: Announcing Enrollment is coming, and book is on the way.	19 Email announcement Mass text: Announcing Enrollment is coming, and book is on the way.	20	21	22 Email announcement Mass text: Announcing Enrollment is coming.	23
24	25 Email announcement Mass text: Announcing Enrollment is coming. Homework assignment – prepare with your family so you may choose your medical plan when enrolling in benefits. - Post Employee Benefit Book on Barrett Insurance Services / Employee Benefits / San Antonio, TX 78212 (barrettinsurance-services.com)	26	27 Email announcement Mass text: Announcing Enrollment is coming. Homework assignment – prepare with your family so you may choose your medical plan when enrolling in benefits.	28 Email announcement: Information sessions on Monday, August 1st in English and Spanish. Locations / Times	29 Email announcement: Information sessions on Monday, August 1st in English and Spanish. Locations / Times Mass text: Announcing Enrollment is coming next week. August 2 nd through 5 th and locations.	30/31

Copy of 1ST Carrizo Springs CISD Postcards sent to employees (English & Spanish):

FRONT OF POSTCARD



CARRIZO SPRINGS CISD



August 2-5, 2022 Employee Benefits Enrollment
Inscripción para beneficios de empleados, agosto 2-5, 2022

BARRETT INSURANCE SERVICES
"SERVING TEXAS FOR OVER 50 YEARS"
Barrett Insurance Services
1017 N. Main Ave. Suite 204
San Antonio, Texas 78217

PERMIT NO. 570
U.S. POSTAGE
PAID
SAN ANTONIO, TX
PSNBT NO. 244

BACK OF POSTCARD

OPEN ENROLLMENT FOR BENEFITS

INSCRIPCION ABIERTA PARA BENEFICIOS

Congratulations CSCSD!

Carrizo Springs CISD employees, it's time to make a positive change.

Due to your School Board and Administrative Team's commitment to provide the very best medical and voluntary benefits for you, there will be a mandatory enrollment so that you may choose the medical plan from the new provider, Healthcare Highways, that best suits your needs for coverage beginning on *September 1, 2022*.

Enrollment begins August 2. Be on the look out for your Enrollment Benefit Book. Do your homework and don't be tardy. Enroll when the enrollment team is located at your facility.

If you have any questions concerning your current medications or the physicians available in the network, please call Barrett Insurance at your earliest convenience at 210-485-1855.

¡Felicidades a CSCSD!

Empleados de Carrizo Springs CISD, ya es hora de hacer un cambio positivo.

Debido a su compromiso a proveer los mejores beneficios por parte de la mesa directiva y el equipo administrativo del distrito escolar, habrá una inscripción obligatoria para que pueda elegir el plan médico del nuevo proveedor, Healthcare Highways, que mejor responda a sus necesidades. Su plan nuevo será vigente a partir del 1 de septiembre de 2022.

La inscripción comienza el 2 de agosto. Espere la distribución de su libro de beneficios de inscripción. Haga su tarea y no sea tardado. Inscribirse cuando el equipo de inscripción esté en su local.

Si tiene preguntas acerca de sus medicamentos o los médicos disponibles dentro de la red, llame a Barrett Insurance tan pronto como sea posible al 210-485-1855.

Copy of 2ND Carrizo Springs CISD Postcards sent to employees (English & Spanish):

FRONT OF 2ND POSTCARD



BACK OF 2ND POSTCARD

**OPEN ENROLLMENT
FOR BENEFITS**



Barrett Insurance Services
1007 N. Main Ave. Suite 204
San Antonio, Texas 78217

POSTED BY:
CISD EMPLOYEES
IF APPLICABLE
DATE: 10/10/2021
BY: [Signature]

Congratulations CISD!

Your School Board and Administrative Team has made a commitment to always provide the very best medical and voluntary benefits for their employees.

This year there will be a mandatory enrollment from **DATE**.

As a friendly reminder, all employees that are currently on the TRS Medical Plan will need to choose their Humana Medical Plan replacement which will begin on September 1, 2022.

Please remember to bring Social Security numbers and DOB for your family if they are on your benefit plan.

Barrett Insurance licensed agents will be at all Locations to enroll you in you new benefits.

Example of Carrier Rating Spreadsheet:

Carrizo Springs CISD - Vision												Rating Percentages					
Vendor	Guarantee Issue	EOI Required?	Retinal Imaging	Laser Surgery	Participation Requirement	Frame Allowance	Contact Allowance	New Glasses	Network	Rates		How many years guarantee	Cost of Services 50%	Completeness of Response to Proposal 10%	Reputation & Quality of the Vendor & Vendor's Goods & Services 20%	The Extent to Which the Goods & Services meet the District's Needs 20%	Total 100%
Ameritas						\$120 / \$150	\$120 / \$150	24 / 12		\$12.52 \$24.16 \$19.16 \$31.60	\$14.80 \$28.48 \$23.04 \$36.64						
Aflac			Yes			\$120 \$150	\$120 \$150	Every other year	VSP Network	\$12.52 \$24.16 \$19.96 \$31.60	\$14.80 \$28.48 \$23.04 \$36.64	12 months	43	10	20	15	88
Community Eye Care Hearing aid discount			Yes	50% TLC Laser Center		\$120 high \$150 Low	\$120 \$150	Every 12 months / Every other year low		\$5.90 \$9.36 \$9.18 \$14.61	\$6.73 \$10.68 \$10.48 \$16.66	3 years	50	10	20	20	100
EyeMed			Yes	15% off		\$120 \$150	\$120 \$150	Every year		\$6.92 \$13.35 \$11.03 \$17.47	\$11.47 \$22.13 \$18.29 \$8.95	4 years	48	10	20	18	96
Avesis			Yes	25% Off		\$130 \$175	\$130 \$175	Every other year	Vision 92,000 access point	\$7.53 \$14.54 \$12.01 \$19.02	\$12.84 \$ 24.75 \$27.36 \$34.92	3 years	47	10	20	15	92
MetLife	Yes					\$150 high \$120 Low	\$150 \$120	Every year / Every other year low		\$5.15 \$9.93 \$8.21 \$12.99	\$6.09 \$11.71 \$9.62 \$15.02	24 months	49	10	20	20	99
Mutual of Omaha			Yes	15% off		\$120 \$150		12 months	Eye Med			4 years	45	10	20	15	90
The Standard			Yes	25% off		\$150	\$150	Every 24 / Every 12 months	VSP Network	\$6.91 \$13.38 \$12.35 \$18.82	\$7.58 \$14.66 \$13.15 \$20.22	36 months	48	10	20	18	96
United Healthcare	Yes		Yes	35% off	NONE	\$120	\$120	Every other year	VSP Network	\$7.07 \$11.28 \$13.65 \$17.85		36 months	48	10	20	17	95
UNUM			Yes	25%		\$150	\$150	Every 12 months	Eye Med	\$11.03 \$19.85 \$22.06 \$27.84		24 months	45	10	20	16	91
VSP No Co-pay			Yes		\$1,000 at TLC 20% off	\$130 / \$150	\$130 / \$150	24 months/ 12 months		\$9.79 \$19.56 \$20.99 \$33.45	\$11.53 \$23.04 \$24.66 \$39.41	36 months	46	10	20	15	91

Example of Recommendation Spreadsheet:

BENEFIT		CURRENT		CURRENT RATE		RECOMMENDED	RECOMMENDED RATE				PERCENTAGE OF SAVINGS & HIGHLIGHTS	
Medical	TRS	HDHP	PRIMARY	PRIMARY +	SINGLE ACTIVE CARE 2		HDHP	Primary	Primary +	ActiveCare 2		
		EE \$429.00 ES \$1,209.00 EC \$772.00 EF \$1,445.00	EE \$417.00 ES \$1,176.00 EC \$751.00 EF \$1,405.00	EE \$542.00 ES \$1,334.00 EC \$879.00 EF \$1,675.00	EE \$1,013.00 ES \$2,402.00 EC \$1,507.00 EF \$2,841.00	#1 Healthcare Highways	\$443.82 \$1,250.77 \$798.57 \$1,494.92	\$399.89 \$1,211.11 \$777.77 \$1,449.21	\$561.11 \$1,388.98 \$900.00 \$1,734.54	\$1,067.00 \$2,498.88 \$1,567.78 \$2,999.00		
						#2 BCBS June 15 Proposed	\$443.82 \$1,250.77 \$798.67 \$1,494.92	\$431.41 \$1,216.63 \$776.95 \$1,453.55	\$560.73 \$1,380.09 \$909.37 \$1,732.87	\$1,048.00 \$2,484.99 \$1,559.07 \$2,939.16		
Dental	Ameritas	<u>Low</u>				MetLife (Davis Network)	EE \$18.02 ES \$32.08 EF \$50.72				4 year lock in EE 32.56% ES 32.55% EF 32.82%	
		EE \$26.72 ES \$47.56 EF \$75.50									Covers implants No waiting period 50 providers within 20 miles	
Vision	Ameritas	<u>Basic</u>		<u>Enhanced</u>		MetLife	<u>Basic</u>		<u>Enhanced</u>		4 year lock in	
		EE \$12.52	EE \$14.80	\$5.15	\$6.09		EE 58.87%	58.85%				
		ES \$24.16	ES \$28.48	\$9.93	\$11.71		ES 58.90%	58.88%				
		EC \$19.96	EC \$23.04	\$8.21	\$9.62		EC 58.87%	58.25%				
		EF \$31.60	EF \$36.64	\$12.99	\$15.07		EF 58.89%	58.87%				
										\$150 allowance enhanced \$120 allowance basic		
Hospital Indemnity	Currently Not Offered					United	\$7.58 \$13.57 \$19.56 \$14.96 \$26.70 \$38.45 \$13.50 \$24.04 \$34.58 \$22.43 \$39.92 \$57.42					
Group Life		\$0.105 per \$1,000 \$4.20 Administrators \$2.10 Staff				United	\$0.090 + \$.015 = \$.105 AD&D per \$1,000 \$4.20 Admin/ \$2.10 Staff				Equivalent Rate	

Term Life/ Voluntary Life	Reliance Standard Life Insurance	Supplemental Life		Rate Per \$1000 of covered volume			United	Supplemental Life		Rate Per \$1,000 of covered volume		- Honor the current amount of average employees have currently with other waiver				
		Less than 29		\$0.065 = \$6.50				Ex: \$100,000								
		30-34		\$0.085 = 8.50				30-34		\$.049 = \$4.90						
		35-39		\$0.095 = \$9.50				35-39		\$.079 = \$7.90						
		40-44		\$0.113 = \$11.30				40-44		\$.097 = \$9.70						
		45-49		\$0.160 = \$16.00				45-49		\$.144 = 14.40						
		50-54		\$0.248 = \$24.80				50-54		\$.230 = 23.00						
		55-59		\$0.390 = 39.00				55-59		\$.374 = \$37.40						
		60-64		\$0.581 = 58.10				60-64		\$.565 = 56.50						
		65-69		\$1.103 = 110.30				65-69		\$1.087 = 108.70						
70 – 74		\$1.770 = 177.00		70 & over		\$1.754 = 175.40										
75 & Over		\$2.500 = 250.00														
Whole Life/ Universal Life	New Product						Texas Republic Life Insurance	Monthly Premium - nonsmoker								
									25K	50K	75K	100K	150K			
								35	\$13.79	\$26.25	\$38.25	\$50.25	\$74.25			
								45	\$25.17	\$48.08	\$71.00	\$93.92	\$139.75			
								55	\$52.60	\$102.96	\$153.31	\$203.67	\$304.38			
Disability Short Term	Reliance Standard Life Insurance	<u>Elimination Period</u>		<u>Cost per \$100 Monthly Salary</u>		<u>\$30,000</u>	<u>\$50,000</u>	UNUM	Educator Plan		30/30 \$30,000 \$50,000 o/3 \$30,000 \$50,000 40yr \$34.20 \$56.98 50yr \$34.20 \$56.98					
		0/ 3		\$4.58		\$68.70	\$114.45									
		14 Day		\$2.97		\$44.55	\$74.22									
		30 Day		\$2.21		\$33.15	\$55.23									
		60 Day		\$1.52		\$22.80	\$37.98									
		90 Day		\$1.22		\$18.30	\$30.48									
		180 Day		\$0.98		\$14.70	\$24.49									
Disability Long Term	Reliance Standard Life Insurance	Maximum Benefit 180 days					United	Long Term								
								\$30,000 \$50,000 40yr. \$5.40 \$9.00 50yr. \$11.88 \$19.78								
Accident	MetLife	<u>Low</u>		<u>Medium</u>		<u>High</u>		Standard	\$6.00 \$9.41 \$14.30 \$9.70 \$14.95 \$22.41 \$11.39 \$17.78 \$27.05 \$17.87 \$27.88 \$42.27		13.42% 14.38% 4.98% 25.33% 28.33% 22.00% 50.34% 55.65% 52.76% 43.09% 48.21% 44.57%					
		EE	\$6.93	\$10.99	\$15.05											
		ES	\$12.99	\$20.86	\$28.86											
		EC	\$22.92	\$40.09	\$57.26											
		EF	\$31.40	\$53.83	\$76.26											
Critical Illness	Leaders Life	<25	\$10,000	\$15,000	\$25,000	United	\$10,000 \$20,000 \$30,000									
		25-29					\$7.60 \$15.20 \$22.80									
		30-34					\$14.80 \$29.60 \$44.80									
		35-39					\$14.70 \$29.40 \$44.10									
		40-44	\$13.70	\$18.05	\$26.75											

Cancer Plan		45-49 50-54 \$19.43 \$26.65 \$41.08 55-59 60-64 65-69		\$30.60 \$61.20 \$91.80	
	MetLife	EE \$24.41 ES \$50.08 EC \$31.37 EF \$57.05	MetLife	EE \$24.41 ES \$50.08 EC \$31.37 EF \$57.05 Remain the same	
Emergency Transportation	MASA	\$14.00	MASA	\$14.00	
Legal Plan		\$	MetLife	\$21.00	
HSA/FSA, childcare		\$	MetLife	\$2.75 PEPM	
403B / 457			David K. Young		
EAP				No cost to district or employees	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-930948

Date Filed:
09/07/2022

Date Acknowledged:

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

NEWKIRK AND NEWKIRK, INC.
MCALLEN, TX United States

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

The City of San Juan

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

RFQ NO. 22-013-09-08

AGENT OF RECORD - EMPLOYEE HEALTH INSURANCE AND VOLUNTARY PRODUCTS

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Barrett Insurance Group, LLC
San Antonio, TX United States

Certificate Number:
2022-930942

Date Filed:
09/07/2022

Date Acknowledged:

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

The City of San Juan

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

RFQ NO. 22-013-09-08

AGENT OF RECORD - EMPLOYEE HEALTH INSURANCE AND VOLUNTARY PRODUCTS

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

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

FORM 1295

1 of 1

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

OFFICE USE ONLY
CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
NEWKIRK&NEWKIRK, INC.
mcallen, TX United States

Certificate Number:
2022-930560

Date Filed:
09/07/2022

Date Acknowledged:

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

The City of San Juan

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

RFQ NO. 22-013-09-08

consultant/agent of record - Employee Health Insurance and Vol products

[illegible]

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is PIERRE NEWKIRK, and my date of birth is 12/21/67.

My address is 5101 North Jackson Rd MA 02128 USA
(street) (city) (state) (zip code) (country)

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

Executed in Mallory, TX County, State of TX, on the 7 day of 9, 2022
H. D. Allen (month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-930942

Date Filed:
09/07/2022

Date Acknowledged:

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

Barrett Insurance Group, LLC
San Antonio, TX United States

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

The City of San Juan

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

RFQ NO. 22-013-09-08

AGENT OF RECORD - EMPLOYEE HEALTH INSURANCE AND VOLUNTARY PRODUCTS

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

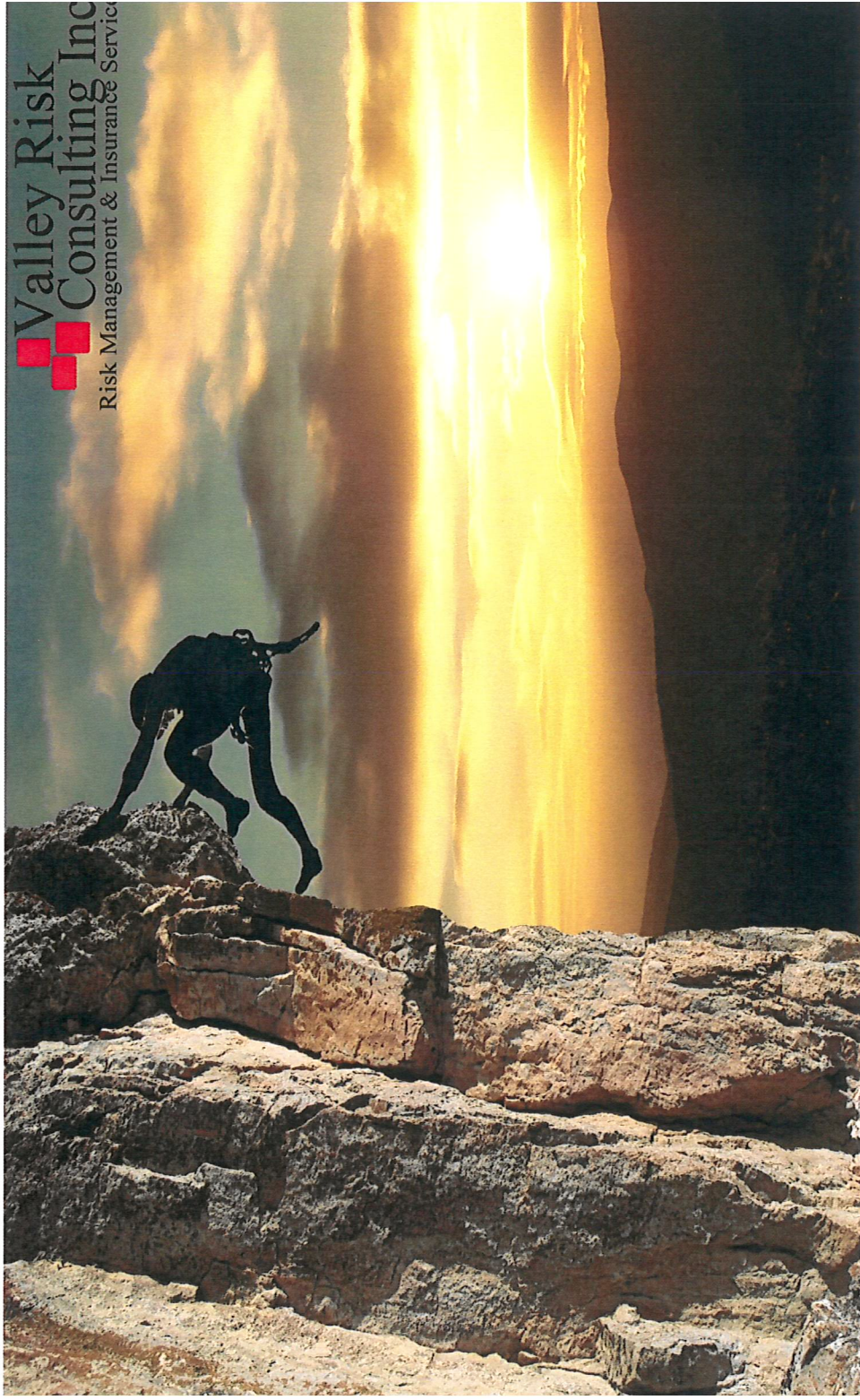
My name is Shane Robinson, and my date of birth is 2-23-69.

My address is 1017 N. Main, suite 204, San Antonio, TX, 78212, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 7 day of Sept, 2022.
(month) (year)

Shane L Rob
Signature of authorized agent of contracting business entity
(Declarant)



The City of San Juan



ORIGINAL

RFQ No. 22-013-09-08

**“AGENT OF RECORD THAT INCLUDES PROPOSALS FOR EMPLOYEE
BENEFITS HEALTH INSURANCE AND VOLUNTARY PRODUCTS”**

Due Date: Thursday, September 8, 2022 @ 3:00 PM

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Letter of Interest

Letter of Interest



September 8, 2022

Lori Maldonado
Purchasing Agent
City of San Juan
709 S. Nebraska
San Juan, Texas 78589

Re: “RFQ NO. 22-013-09-08 AGENT OF RECORD THAT INCLUDES PROPOSALS FOR EMPLOYEE HEALTH INSURANCE AND VOLUNTARY PRODUCTS”

Dear Mrs. Maldonado:

Valley Risk Consulting Inc. (VRC) is pleased to request the opportunity to offer our unique Agent of Record qualifications to The City of San Juan. Valley Risk Consulting (VRC) ultimate goal is assisting the City’s Purchasing Department in the design and products of the Employee Benefits RFQ process. This shared goal will assist the city in securing the most competitive insurance for your employees. Valley Risk Consulting (VRC) is will to work alongside with any carrier the city awards.

Valley Risk Consulting, Inc. (VRC) a HUB certified, independent, and dually licensed in Insurance Consulting, Employee Benefits and Risk Management firm headquartered in McAllen, Texas. We are confident that our Agents have the industry experience, quality staff, and exceptional client history to meet the goals discussed for the City of San Juan. With our office in McAllen, I believe that it is important to work closely with the employees and staff to provide a "hands on" experience to continue to produce the results you expect.

We have a commitment of providing innovative services that directly result in cost savings for our clients. VRC has the necessary experience and capacities to provide unique solutions that will benefit your company. Please be assured that we have the resources, experience, licenses, and capabilities to assume all projects outlined in this RFP. I wish to thank you for the opportunity to respond to your Request for Proposal and look forward to providing our services for Donna ISD. I may be reached any time on my cell phone, at 956.212.2016

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Jonathan R. Sakulenzki', is written over a series of horizontal blue lines.

Jonathan R. Sakulenzki
Executive VP of Employee Benefits

Valley Risk Consulting

1200 Fresno Ave, Suite C

Phone: (956) 664-1430

Scope of Services

Scope of Services

Valley Risk Consulting , Inc.

Employee Benefits

Organizations frequently prefer their claims be managed and administered by a third-party administrator (TPA). Our agents are available to assist in the selection process. Our company's agents help in administering and managing the employees benefits package offered by their employer to meet specifications, standards, procedures, and management reports that will ensure effective and efficient effort to develop a cost-effective plan. We will assist in the preparation of a Request for Proposal (RFP), help in the evaluation and selection of vendors, assist in implementation, and provide periodic performance audits.

The following is a list of services available from Valley Risk Consulting to assist clients in processing their employee benefits options:

- Plan design services
- Enrollment Coordination
- Explanation of benefits
- Verify all insurance billings
- Maintain employee data base and files
- Ensure compliance with required benefits
- Vendor selection and evaluation
- Pharmacy benefits audits and review



Property & Casualty

It is the goal of Valley Risk Consulting to ensure that each and every one of our clients is educated and protected. In order to accomplish this, we offer valued-added services including economic analysis, claims and insurance company ratings assistance. Our unique approach allows us to customize our service based on the individual needs of each of our clients. A complete analysis will be performed to uncover any possible exposures to loss and when necessary, we will assist in implementing an appropriate safety program. We are dedicated to settling claims quickly and efficiently by working directly with our clients and their claim's adjusters.



Scope of Services

Workers' Compensation Analysis

Valley Risk Consulting provides contemporary management systems that assist in controlling premiums by focusing our service effort and products on the key elements that drive the overall compensation issue. Our consultants determine cost impact areas and implement Best Practices to:

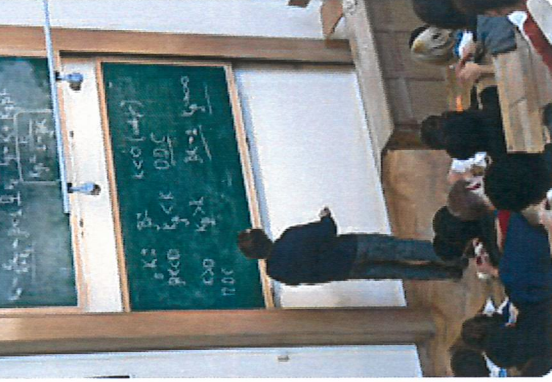
- Eliminate and reduce losses
- Manage and oversee individual claims to minimize reserves and losses
- Assess and concentrate on revisions to maximize cost reduction impact
- Close claims and minimize individual and annual losses

We develop program solutions, which reflect client needs. This is achieved through consultation with all relevant parties within your organization involved in the process. The following is a list of additional services available from Valley Risk Consulting to aid clients in evaluating their complete risk management program:

- Workers' Compensation Risk Management Services
- Selection and evaluation of Third-Party Administrators (TPA)
- Trends, projection, and forecasting
- Specific and aggregate Stop Loss evaluation
- Loss control services
- Compliance with State Law



Medical Cost Management Services



Our experience and commitment has allowed our clients to maximize available funds by containing overall healthcare costs. To accomplish this, we work closely with local hospitals and their medical providers to ensure our clients receive the largest discounts available. Additionally, our Claims Review services – including, but not limited to, claim analysis, claim resolution, coverage clarification and reimbursement recovery – have proven to be very beneficial to clients. The following is a list of additional services available from Valley Risk Consulting to aid clients in evaluating their complete risk management program:

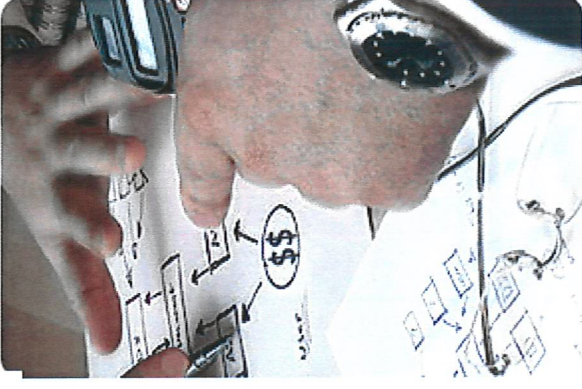
- Detailed monthly expense reports covering the medical plan and products sponsored
- Monthly and quarterly review and analysis of both premium and claim history to identify trends as well as specific claims that may require additional attention (may be provided at any other mutually agreed-upon frequency)
- Review the status of claims being appealed and work to ensure those claims are settled efficiently
- Follow up to determine if claims are resolved accurately and fairly
- Assist clients in reporting individual claims to the company
- Evaluate, review, and obtain justification for company established reserves
- Provide a senior staff member to assist in the claim process and follow up with recovery subsequent to any catastrophic claim
- Assist the client in identifying claims in which recovery (subrogation) from liable third parties may be possible
- Assisting the client in the management and administration of claims made under self-insurance plans
- Represent the client in coverage disputes and clarification of coverage issues
- Provide other advice, analyses, and/or services as deemed appropriate in relation to the above services

Scope of Services

Pharmacy Audit Services

We look at how your current expenditures and Rx contract compare to the marketplace. We'll determine if you're paying more than you should, assess your PBM's performance and compare average ingredient cost, dispensing fees, AWP discounts and MAC dispensing rates to industry benchmarks.

- Assist clients in finding the right PBM and Services
- Negotiate PBM contracts that protect our clients
- Monitor PBM performance at a unit cost level- "optics" are irrelevant
- Carve out specialty and rebates to best of breed vendors, when appropriate
- Provide expert benefit design, and pharmacy program management



Underwriting and Proposal Services (Optional)

As part of Valley Risk Consulting's underwriting and proposal services, the firm prepares the necessary data required to obtain quotes from intergovernmental risk pools as well as other insurance companies in an effort to secure the best available policy for the client. We are extremely familiar with the insurance industry. This familiarity allows us to obtain the most favorable quotes for our clients while minimizing the number of both requests and questions during the bid process. Valley Risk Consulting manages each bid process by providing our clients with the following services:

- Identify specific needs of the client and address alternative options in their best interest
- Provide Request for Proposal specifications for all coverages, identifying the specific needs of each client
- Issue and release the Request for Proposal to prospective insurance carriers and intergovernmental risk pool vendors, assigning markets if requested by the client
- Manage the overall bid process and handle any questions regarding the Request for Proposal
- Negotiate the appropriate coverages and services and evaluate alternative coverage options
- Negotiate long-term rate agreements and/or service guarantees and obtain best and final offers
- Assist the client with the implementation of plans for insurance services while integrating the appropriate assignment of duties to vendors
- Assist the client with budgets, rate setting, forecasting, and downstream healthcare analysis
- Assist the client in the development of human resource policies and procedures that complement the employee benefit program
- Provide other services as deemed appropriate in relation to the above services

Qualifications Statement

Qualifications Statement

Establishment

Established in 2004, Valley Risk Consulting is the leading independent risk management consulting firm in South Texas and has a combined experience of over 45 years in the risk management and insurance industries.

As a commitment to the firm's continued growth, Valley Risk Consulting has expanded its Employee Benefits Services by implementing online information resources available to its clients and their employees. The firm's experience with Political Subdivisions and expertise in Third Party Administration (TPA) distinguishes it from its competitors giving the firm a strong understanding of these specialized areas and their specific needs, allowing it to fully support each client's unique requirements.

Jonathan R Sakulenzki came on board with Valley Risk Consulting to become Executive Vice President and run the employee benefits side. With 7 years of experience in the industry he has exceeded expectations in customer relations and assisted multiple valley companies with cost savings and group products to fit the needs of their employees. His expertise has built a strong relationship with insurance carriers and organizations to continuously secure new information of employee benefits/products to fit each companies needs.

STAFF

Page 297

Valley Risk Consulting Inc. is headquartered in McAllen, Texas. Our staff has a licensed actuary and several consultants licensed in risk management counseling and life, health, and supplemental benefits agents as well. This, coupled with the wide knowledge base of other employees, adds to the firm's ability to best perform each item being required by clients. Additionally, the consultants and staff at Valley Risk Consulting keep up with current trends by attending continuing education courses and by attending statewide and local conferences and seminars pertaining to changes in all insurance markets throughout the year. Attached is, an Agent & Staff resume and an organization chart of the McAllen office.

Duties & Dedications

We have expertise in fully insured plans, level funded premium plans and self-funded major medical plans and all supplemental/voluntary products. We build and maintain strong relationships with insurance carriers and organizations to continuously secure new information of employee benefits/products. Effective communications is a commitment we have with the client.

CAPABILITIES

Valley Risk Consulting performs at the highest level of professionalism in all areas of our organization and values clientele relationships by providing dependable and quality resources. We are available to assist in preparing proposal specifications for all types of plans, attend necessary meetings for discussion and recommendation of the employee benefit package to ensure maximum benefit to the organization.

Targets & Objectives

Valley Risk Consulting, Inc. objective is to assist with the implementation of the voluntary products provided in the outline of this RFQ. Our main goal is to provide the county and its employees with the understanding and education behind the products eligible for purchase all while securing cost saving products that fit the county's needs.

Values Of Excellence

Valley Risk Consulting, Inc. has a core set of principles we refer to as our "Values of Excellence" and they serve as the foundation of the firm and the basis of the professional quality services we provide our clients

Partnership: we wish to create ongoing and win-win partnerships with our clients.

Risk: we intend to have our clients know how risk is intrinsic and should be assessed and managed properly.

Integrity: we want what is in the best interests of each client and that our word is golden.

Knowledge: we intend to provide the expertise required for each engagement and help save our client's time and money.

Results: we will always provide the best and most feasible services and solutions possible.

People: we support each of our team members and provide them with an excellent work environment.

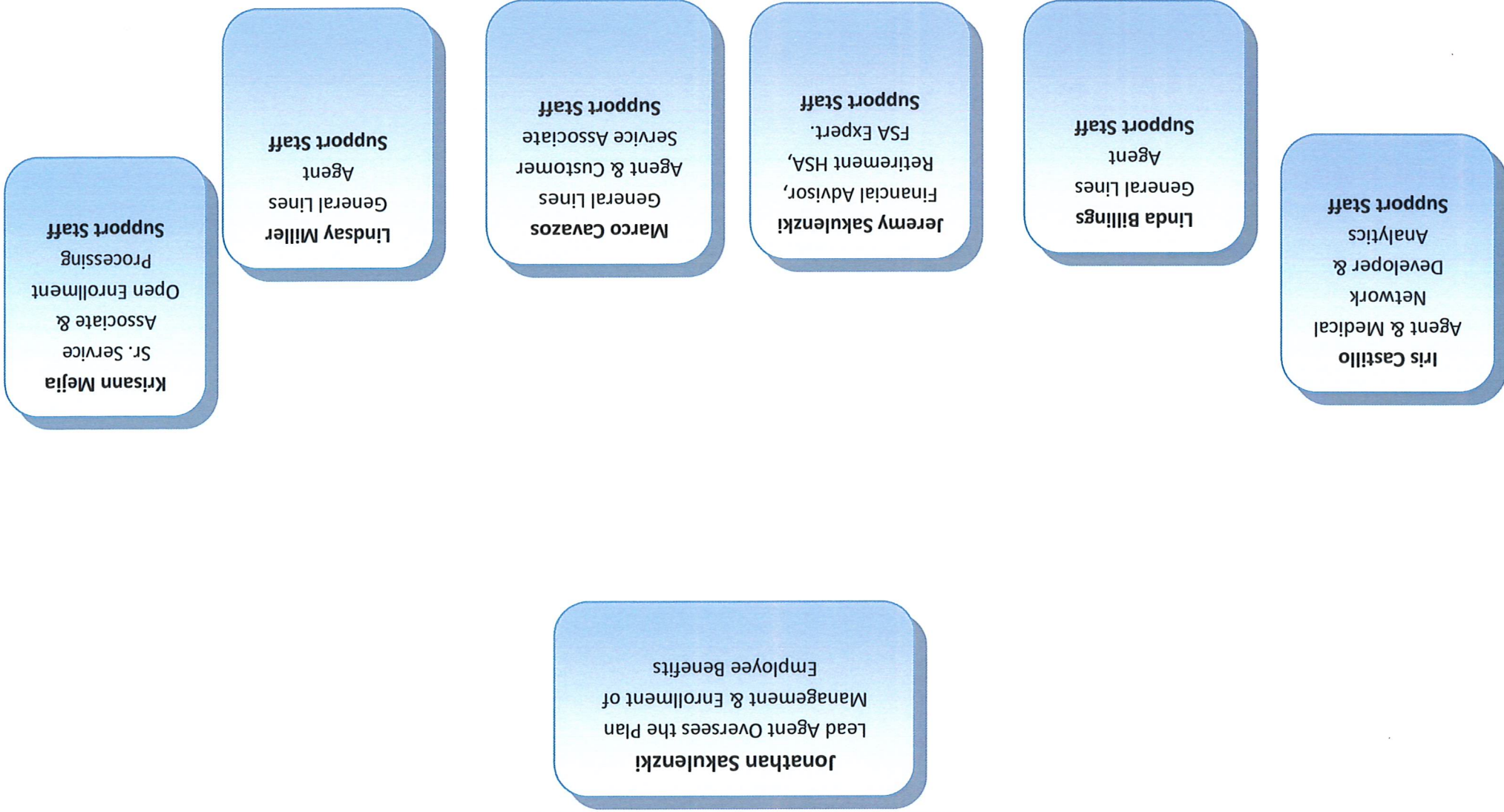
Community: we care about our communities and our environment.

COMMUNICATIONS

As mentioned, our office staff is available during regular business hours in addition to after business hours as requested, to accommodate unusual work schedules or busy day-to-day activities. The entire staff and agents will be at your disposal.

Organization Chart

ORGANIZATIONAL CHART



References



MCALLEN INDEPENDENT SCHOOL DISTRICT

2000 N. 23rd St
McAllen, TX 78501
Andres Silva
Director of Employee Benefits and Safety & Risk Management
956-618-7380
Employee Benefits, Voluntary Products, Workers' Compensation, and Property and Casualty
2016 – Present



HIDALGO INDEPENDENT SCHOOL DISTRICT

309 E. Flora St.
Hidalgo, Texas 78557
Guillermo Ramirez
Director of Purchasing
956-843-4495
Voluntary Products, Workers Compensation & Property & Casualty
2015- Present



EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT

920 W. Santa Rosa
Edcouch, Texas 78538
Sylvia Garza
Business Office
956-262-6000
Workers' Compensation, Voluntary Products, and Property and Casualty
2004- Present



SHARKEYLAND INDEPENDENT SCHOOL DISTRICT

1106 N. Shary Rd.
Mission, Texas 78572
Mark Dougherty
Director of Risk Management/Maintenance
956-580-5203
Employee Benefits (Plan Management), Workers' Compensation, Pharmacy Benefit Management, Voluntary Products, and Property and Casualty
2009- Present



BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

1900 E. Price Rd., Ste. 107
Brownsville, Texas 78521
Rosario Pena
Interim Administrator
956-548-8061
Employee Benefits, Pharmacy Benefit Management
2015- Present



WESTLACO INDEPENDENT SCHOOL DISTRICT

319 West Fourth St Westlaco, Texas 78596
Michael De La Rosa
Director of Employee Benefits
956-969-6580
Employee Benefits (Plan Management), Workers' Compensation, Pharmacy Benefit Management, Voluntary Products, and Property and Casualty
2015- Present

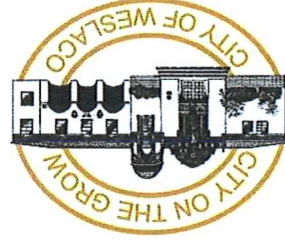
REFERENCES

REFERENCES



TEXAS SOUTHMOST COLLEGE

80 Fort Brown St.
Brownsville, Texas 78520
Patricia Saldivar
Director of Purchasing
956-295-3426
*Voluntary Products, Property & Casualty,
Workers Compensation*
2019- Present



CITY OF WESLACO
255 S. Kansas Ave
Weslaco, Texas 78596
Andrew Munoz
Business Office
956-968-3181
*Employee Benefits (Plan Management), Workers'
Compensation, Pharmacy Benefit Management,
Voluntary Products, and Property and Casualty*
2017- Present



POINT ISABEL INDEPENDENT SCHOOL
DISTRICT

101 Port Rd
Port Isabel, Texas 78578
Christy Gonzalez
Chief Financial Officer
956-943-5737
*Employee Benefits (Plan Management), Workers'
Compensation, Pharmacy Benefit Management,
Voluntary Products, and Property and Casualty*
2019- Present



CITY OF EDINBURG
415 W. University Dr.
Edinburg, Texas 78539
Gabriel Luna
Benefits Manager
956-388-8204
*Employee Benefits (Plan Management), Workers'
Compensation, Pharmacy Benefit Management,
Voluntary Products*
2019- Present

REFERENCES



Trancasa USA Inc.
 100 S Austin Dr
 Pharr, Texas 78577
 Joe M. Rodriguez
 Human Resources Manager
 956-702-4167
Employee Benefits (Plan Management), and Pharmacy Benefit Management, and Voluntary Products 2020- Present



SAMES Inc.
 200 S. 10TH St Ste 1500
 McAllen, Texas 78501
 Angelica Garza
 Human Resources Manager
 956-702-8880
Employee Benefits (Plan Management), and Voluntary Products
 2021- Present



Unimex
 700 W Anaya Rd.
 Pharr, Texas 78577
 Esmeralda Flores
 Human Resources Manager
 956-213-8150
Employee Benefits (Plan Management), and Voluntary Products
 2021- Present



Lean Cargo Transportation, LLC
 908 Produce Park Lane
 Hidalgo, Texas 78557
 Diana Solis
 Human Resources Manager
 956-213-8150
Employee Benefits (Plan Management), and Voluntary Products
 2021- Present

Licenses & Forms



General Lines Agent

Life, Accident, Health and HMO, Property and Casualty

JONATHAN RYAN SAKULENZKI

3301 N K CTR # 206

MCALLEN, TX 78501-1528

is authorized to transact business as described above

License No: 1926967

Issue Date: 07-14-2014

Expiration Date: 10-31-2020

Generated by Sircon 195716493

TEXAS
DEPARTMENT OF INSURANCE
THIS IS TO CERTIFY THAT

JONATHAN RYAN SAKULENZKI
3301 N K CTR # 206, MCALLEN, TX 78501-1528

LICENSE NUMBER: 1926967



IS HEREBY AUTHORIZED TO TRANSACT BUSINESS
IN ACCORDANCE TO THE LICENSE DESCRIPTION
SHOWN BELOW:

General Lines Agent

Life, Accident, Health and HMO,
Property and Casualty

Issue Date: 07-14-2014

Expiration Date: 10-31-2020

Generated by Sircon 195716493



Life and Health Insurance Counselor Agency

VALLEY RISK CONSULTING, INC.

1200 FRESNO AVE STE C
MCALLEN, TX 78501-4935

is authorized to transact business as described above

License No: 1466943

Issue Date: 09-25-2007

Expiration Date: 09-25-2023

Generated by Sircon 247702085

TEXAS
DEPARTMENT OF INSURANCE
THIS IS TO CERTIFY THAT

VALLEY RISK CONSULTING, INC.
1200 FRESNO AVE STE C, MCALLEN, TX 78501-4935

LICENSE NUMBER: 1466943



IS HEREBY AUTHORIZED TO TRANSACT BUSINESS
IN ACCORDANCE TO THE LICENSE DESCRIPTION
SHOWN BELOW:

**Life and Health Insurance Counselor
Agency**

Issue Date: 09-25-2007

Expiration Date: 09-25-2023

Generated by Sircon 247702085



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2022

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

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

PRODUCER		CONTACT NAME:	
FIDELITY FIRST INSURANCE SERVICES			
72252057	PHONE (626) 538-4815	FAX	
22486 LA PALMA AVE STE 106	(A/C, No. Ext):	(A/C, No):	
YORBA LINDA CA 92887	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A : Hartford Underwriters Insurance Company	30104
INSURED		INSURER B :	
VALLEY RISK CONSULTING, INC		INSURER C :	
1200 FRESNO AVE		INSURER D :	
MCALLEN TX 78501-4932		INSURER E :	
		INSURER F :	

COVERAGES				CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			72 SBA AM9PJF	08/28/2022	08/28/2023	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$1,000,000	
	☒ General Liability		MED EXP (Any one person)				\$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY				\$1,000,000	
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO		BODILY INJURY (Per person)					
	ALL OWNED AUTOS		BODILY INJURY (Per accident)					
	HIRED AUTOS		PROPERTY DAMAGE (Per accident)					
A	UMBRELLA LIAB EXCESS LIAB			72 SBA AM9PJF	08/28/2022	08/28/2023	EACH OCCURRENCE	\$1,000,000
	☒ DED ☐ RETENTION \$ 10,000		AGGREGATE				\$1,000,000	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N						
	DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
A	Data Breach - Defense & Liab Covg			72 SBA AM9PJF	08/28/2022	08/28/2023	E.L. DISEASE - POLICY LIMIT	
Those usual to the Insured's Operations.								

CERTIFICATE HOLDER		CANCELLATION	
For Informational Purposes		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
1200 FRESNO AVE		AUTHORIZED REPRESENTATIVE	
MCALLEN TX 78501-4932		<i>Susan D. Castaneda</i>	

ACORD 25 (2016/03)

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CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

Date Received
September 8, 2022

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

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

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

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

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

N/A

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

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

N/A

Name of Officer

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

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

7 Signature of vendor doing business with the governmental entity

N/A

9/8/2022
Date

Addendums



**ADDENDUM NO. 1
REQUEST FOR SEALED QUALIFICATIONS
FOR AGENT OF RECORD**

**THAT INCLUDES PROPOSALS FOR
EMPLOYEE HEALTH INSURANCE
AND VOLUNTARY PRODUCTS**

RFQ NO. 22-013-09-08

**ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
709 S. NEBRASKA AVENUE
SAN JUAN, TEXAS 78589**

SPECIFICATION

1. II. SCHEDULE OF EVENTS/DATES:

Qualification with Proposals Due	September 8, 2022
Qualification with Proposal Review	TBD

2. III. PROPOSAL SUBMISSION REQUIREMENTS:

5. Competitive Insurance Carrier Proposals with a minimum of one proposal to mirror current benefit plan.

3. VIII. TERMS AND CONDITIONS:

1. (a) The employee health insurance plan and voluntary products year beginning October 1, 2022, with the option to award for two (2) additional years, at one (1) year interval, year(s) ending September 30, 2023, and September 30, 2024 as approved by the City Commission. The City reserves the right to terminate the contract if, in the opinion of the City, the successful carrier's performance is not acceptable or the City wishes, without cause, to discontinue the contract. Termination of contract will be in written form.

4. CURRENT PLAN

5. CENSUS

END OF ADDENDUM NO. 1
/s/Lori A. Maldonado, Purchasing Agent
August 25, 2022



JEFF EVERITT & ASSOCIATES, INC. *Commercial Insurance Solutions*

September 8, 2022

Attn: Lori A. Maldonado, Purchasing Agent
City of San Juan
709 South Nebraska
San Juan, TX 78589

Re: RFQ NO. 22-013-09-08. Agent of Record That Includes Proposals for Employee Health Insurance and Voluntary Products

Dear Ms. Maldonado:

I would like to thank you for the opportunity to offer our services and propose insurance solutions for *City of San Juan, Texas*.

Jeff Everitt & Associates, Inc. is a full service employee benefits brokerage firm, dedicated to providing a unique and refreshing approach to commercial insurance. Our mission is to establish business partnerships with our clients by delivering a superior level of customer service and satisfaction, thus exceeding our clients' expectations.

As we specialize in Employee Benefits, including all lines of major medical and supplemental insurance products, we partner with our clients to creatively design comprehensive and value based benefits packages. Jeff Everitt & Associates, Inc. will evaluate your specific insurance needs and create a customized plan that will suit your employee benefits landscape. Our goal is to provide our clients with professional and superior care.

Be advised that our highly trained staff is available during regular business hours as well as after business hours if requested. Our firm guarantees exceptional attention and dedication regarding your organization's insurance needs.

Should you have any questions or need additional information, please feel free to contact our office. Thank you for your time and consideration of Jeff Everitt & Associates, Inc. as your insurance providers.

Sincerely,

Jeff Everitt, Agent
Jeff Everitt & Associates, Inc.



JEFF EVERITT

& ASSOCIATES, INC.
Commercial Insurance Solutions

Jeffrey W. Everitt
Jeff Everitt & Associates, Inc.
Insurance Broker

901 S. Texas Blvd.
Weslaco, Texas 78596

Tel. 956-821-7429
jeff@jeainsurance.com

SUMMARY

As an insurance agent and employee benefit specialist, my responsibilities include, but are not limited to managing, servicing, claim submissions, and presenting appropriate lines of coverage (Health, Dental, Life, Vision, Ancillary Products, Workers' Compensation, and General Liability among others) to existing and new business, individual, and public entity clients.

QUALIFICATIONS

- More than 15 years experience in the insurance industry
- Group One Licensed: 2002; Property & Casualty Licensed: 2002
- Experience in Health Insurance (fully insured and self-funded), Life Insurance, Cobra administration, Dental, General Liability, Property & Casualty, Workers' Compensation Insurance (fully insured and self-funded), Loss Control, Pharmacy Benefit Management, and Voluntary Products
- Experience in maintaining business relationships with insurance representatives and account managers
- Experience with medical providers, private investigators, case managers and attorneys
- Experience in preparing and attending workers' compensation hearings
- Experience in assisting claims management
- Knowledgeable in OSHA basics, accident prevention and fire safety
- Experience in Health, Safety, and Environmental problems
- Experience in office management, customer service and supervision
- Excellent in multi-tasking, organizational skills and setting priorities
- Experience in project management and ensuring that projects are completed in a timely manner
- Experience in presentation and public speaking
- Computer knowledgeable, including Internet, hardware and software (Microsoft Office Word, Excel, Power Point among others)
- Encourage open door policy with my staff and clientele

PUBLIC SEATS HELD

Weslaco ISD Board Trustee, (May 2008 to November 2014)

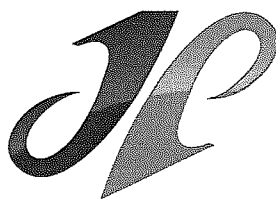
Weslaco Housing Authority Commissioner, (December 2008 to December 2010)

EDUCATION

University of Texas-San Antonio

Bachelor of Business Administration, Degree in Business Administration, 2002

San Antonio, Texas



JEFF EVERITT & ASSOCIATES, INC. *Commercial Insurance Solutions*

SCOPE OF SERVICES

Jeffrey W. Everitt, Insurance Broker
Jeff Everitt & Associates, Inc.
901 S. Texas Blvd.
Weslaco, TX 78596
Telephone No.: (956) 968-5954
Mobile Office: 956-821-7429
Fax: (956) 351-5409
E-Mail: jeff@jeainsurance.com
www.jeainsurance.com

The following summarizes Jeff Everitt & Associates, Inc. scope of services, but not limited to:

- Local service that offers prompt, responsive custom benefits.
- Jeff Everitt & Associates, Inc., located in Weslaco, Texas, will operate as an extension of your HR department, including, but not limited to:
 - Present benefit plans based on client's needs
 - Provide benefit review and market analysis
 - Meet with administrative staff and discuss options available
 - Coordinate with insurance department and insurance carrier(s) to provide a seamless open enrollment with minimal, if any, disruption
 - Investigate claims and administration issues
 - Assist with employee benefit changes and updates
 - Coordinate enrollment meetings, information sessions, and materials
 - Coordinate new hire enrollments and communications
 - Coordinate preventative health fairs and/or flu shot administration
 - Online Enrollment platform
- Strong ties to ancillary markets including *Allstate, VOYA, Prudential, Colonial Life, UNUM, MetLife, Lincoln, Dental Select, Block Vision, Ameritas, Guardian, Dearborn Life, Sun Life, Delta Dental, Standard, Humana, BCBS of Texas*, among others.
- Maintains strong relationships with both clients and major health insurance carriers, including Blue Cross Blue Shield, Humana, Aetna, United HealthCare, among others.
- Professional and educated staff familiar including personnel with extensive experience in *ancillary/voluntary products*, and group maintenance and coordination
- Staffed with agents intimately familiar with the human resource and organizational dynamics of companies

Business Clients/References

City of Weslaco, 255 S. Kansas Ave., Weslaco, TX 78596, (956) 968-3181, contact:
Ms. Luz Galindo, HR Director

Edcouch-Elsa ISD, 920 W. Santa Rosa Ave, Edcouch, TX 78538, (956) 262-6000,
contact: Mr. Robert Elizondo, Benefits Director

Donna ISD, 904 Hester Ave., Donna, TX 78537, (956) 464-1620, contact: Mr.
Alfonso Perez, CFO

Pharr Housing Authority, 104 W. Polk Ave, Pharr, TX 78577, (956) 787-9501,
contact: Mr. Noel De Leon, Executive Director

Mission CISD, 1201 Bryce Dr, Mission, TX 78572, (956) 323-5500, contact
Mrs. Sylvia Cruz, Director of Risk Management

The County of Hidalgo Texas, 2818 S. Bus. Hwy. 281, Edinburg, TX 78539,
(956)292-7025, contact: Ms. Merlen Munoz, Employee Benefits (Division
Manager)

Su Clinica Familiar, 1706 Treasure Hills Blvd., Harlingen, TX 78550, (956) 365-
6750, contact: Mr. Adam Saldivar, CFO

Weslaco ISD, 319 W. 4th Street, Weslaco, TX 78596, (956) 969-6500, contact: Mr.
Mike De La Rosa, Director of Risk Management



General Lines Agent

Life, Accident, Health and HMO, Property and Casualty

JEFFREY WAYNE EVERITT

901 S TEXAS BLVD

WESLACO, TX 78596-7055

is authorized to transact business as described above

License No: 1207859

Issue Date: 12-13-2002

Expiration Date: 08-31-2023

Generated by Sircon 241749102

TEXAS DEPARTMENT OF INSURANCE THIS IS TO CERTIFY THAT JEFFREY WAYNE EVERITT 901 S TEXAS BLVD, WESLACO, TX 78596-7055 LICENSE NUMBER: 1207859	 IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW: General Lines Agent Life, Accident, Health and HMO, Property and Casualty Issue Date: 12-13-2002 Expiration Date: 08-31-2023 Generated by Sircon 241749102
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General Lines Agency

Life, Accident, Health and HMO, Property and Casualty

JEFF EVERITT & ASSOCIATES, INC.

901 S TEXAS BLVD

WESLACO, TX 78596-7055

is authorized to transact business as described above

License No: 1578817

Issue Date: 07-17-2009

Expiration Date: 07-17-2023

Generated by Sircon 241749328

TEXAS DEPARTMENT OF INSURANCE THIS IS TO CERTIFY THAT JEFF EVERITT & ASSOCIATES, INC. 901 S TEXAS BLVD, WESLACO, TX 78596-7055 LICENSE NUMBER: 1578817	IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW: General Lines Agency Life, Accident, Health and HMO, Property and Casualty Issue Date: 07-17-2009 Expiration Date: 07-17-2023 Generated by Sircon 241749328
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/21/2022

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

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

PRODUCER Brown & Brown Program Insurance Services, Inc. d.b.a. CalSureance Associates P.O. Box 7048 Orange, CA 92863-7048	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800)745-7189	FAX (A/C, No):
INSURED Agents of American Heritage Life Insurance Company, members of The Financial Sales Professionals Purchasing Group Jeffrey Everitt DBA: JEFF EVERITT & ASSOCIATES, INC. 901 SOUTH TEXAS BLVD. WESLACO, TX 78596	E-MAIL ADDRESS: info@calsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 20443		

COVERAGES **CERTIFICATE NUMBER:** 6374357 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CLAIMS MADE AND REPORTED Description Deductible Agent/Enroller Basic Coverage Errors & Omissions			267868196-15	5/1/2022	5/1/2023	Aggregate Each Agent \$1,000,000 Each Claim \$1,000,000 Policy Aggregate \$50,000,000

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

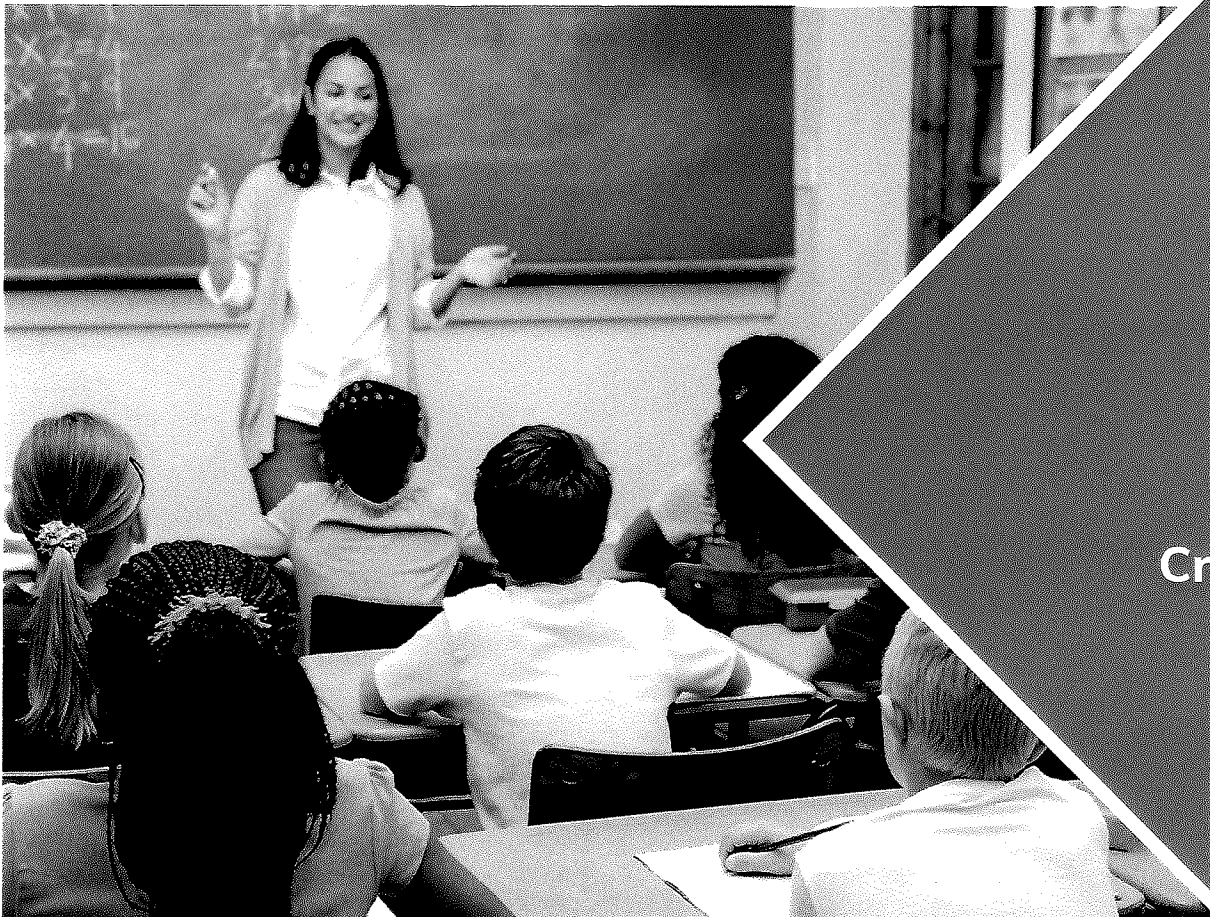
Coverage is for sales and/or servicing of Life Insurance products, A&H Ins., Disability Income Ins., Fixed Annuities (includes Equity Indexed Annuities) and sale or attempted sale of Employee Benefit Plans, Individual Retirement Plans and KEOGH Retirement Plans. Retention: \$500 American Heritage Life and/or Allstate Life of New York products & services; \$2,500 all other covered products & services. Please refer to the policy for specific sub-limits & limitations for Insolvency claims. Coverage ceases as of the date of contract termination.

Individual Coverage Effective Date is the later of the date indicated under Policy Eff or date of contract with sponsor.

CERTIFICATE HOLDER Jeffrey Everitt DBA: JEFF EVERITT & ASSOCIATES, INC. 901 SOUTH TEXAS BLVD. WESLACO, TX 78596	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

EMPLOYEE BENEFIT SOLUTIONS

MADE SIMPLE



Health
Dental
Vision
Life
Student
Cancer
Critical Illness
Accident
Disability
Section 125

 **JEFF EVERITT**
& ASSOCIATES, INC

TAKING THE RISK OUT OF RISK MANAGEMENT

Here's how our company integrates into your organization:

- Provide benefit plans based on clients' needs
- Meet with administrative staff to discuss options
- Coordinate new hire enrollments and communications
- Coordinate with insurance department and carriers to provide seamless open enrollment
- Online enrollment availability
- Create, design, and print enrollment communications (letters, flyers, employee benefits booklets, etc.)
- Assist with employee benefit changes and updates
- Provide benefit review and market analysis
- Investigate claims and administration issues
- Coordinate enrollment meetings, information sessions, and materials
- Maintain up to date knowledge of benefit regulations
- Coordinate preventative health fairs and/or flu shot administration



INSURANCE COMPANIES THAT WE REPRESENT

Allstate

 **Lincoln**
Financial Group®

Ameritas 

 **BlueCross
BlueShield**

Humana



 **Guardian**

unum

UnitedHealth Group

 **MetLife**

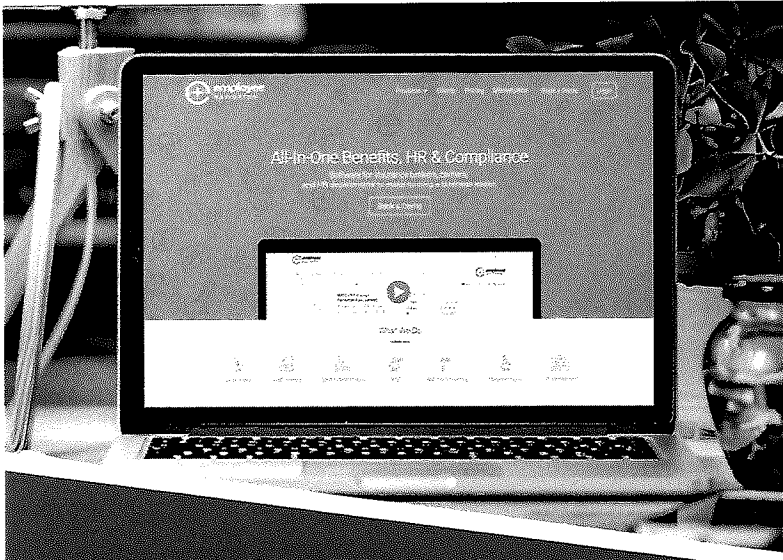
**Mutual
of Omaha** 

 **Cigna**

 **The Standard**

**THE
HARTFORD** 

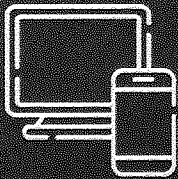
..plus many more. Our company maintains strong relationships with both clients and major health and ancillary insurance carriers and has strong experience with group maintenance and coordination



SIMPLIFY BENEFITS ADMINISTRATION WITH **EMPLOYEE NAVIGATOR**



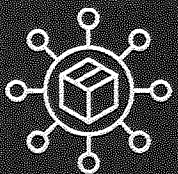
All your documents,
available on demand



Employee self-service
from anywhere you go



Automatic employee
updates and
notifications



Integration with
carriers, TPAs, and
payroll vendors

Our agency provides enrollment
technology systems to fit your
enrollment and benefits administration
needs.

ENROLL ONLINE IN 6 STEPS:

1

Log in to Employee Navigator
and click Begin Enrollment

2

Verify your personal
information and make
changes as needed

3

Select health, dental and/or
vision insurance based on
coverage for you and
dependents

4

Select voluntary life and
ancillary insurance based on
requested benefit amount

5

Add any beneficiaries to your
voluntary life insurance plan

6

Review all insurance plans'
details and press Click to Sign

For more information about Employee
Navigator, scan the QR code on the back
cover

OVER 20 YEARS OF EXPERIENCE

Here's what our goals are when it comes to
providing you with excellent service

Offering prompt, responsive
custom benefits

Maintaining strong ties to voluntary
ancillary markets

Having agents that are intimately
familiar with human resources and
organizational dynamics of companies

Save costs to both clients and members

Maintaining strong relationships with
both clients and major health
insurance carriers

Having professional, educated, and
bilingual staff who are familiar with
major medical insurance, voluntary/
ancillary products, and group
maintenance and coordination



GET TO KNOW OUR TEAM MEMBERS

Jeffery W. Everitt - Broker / Owner

Jeffery W. Everitt is a native of the Rio Grande Valley. He was born and raised in Weslaco, Texas. He earned his Bachelor Degree in Business Finance from the University of Texas at San Antonio in 2002. He started his career while completing an internship with Northern Western Mutual Insurance in San Antonio, Texas. He then returned to the Rio Grande Valley shortly after graduating from college and became an Independent Broker. Jeff oversees all operations of our organization, making sure we are meeting all client needs with above-expectation customer service.

Araceli Garza - Benefit Administrator

Araceli is a native of the Rio Grande Valley. She was born and raised in McAllen, Texas. Araceli has a Bachelor of Business Degree in Management from the University of Texas Pan American. She started her career in the insurance industry immediately after completing her undergraduate degree. She then pursued a higher education and completed a Master in Business Administration Degree, also from the University of Texas Pan American. As a benefits administrator, Araceli is our bilingual expert, overseeing all enrollment technologies, enrollment materials and schedules. She is also involved in client administration support resolving any issues that are presented.

Jason Everitt - Agent

Jason Everitt is a native of the Rio Grande Valley. He received a Bachelor Degree from University of Texas Pan-American in 2000. He started his career in retail sales and customer servicing immediately after graduating college. He is deeply involved in our day to day servicing operations at the administrative and employee level. Jason is extremely knowledgeable in all benefit products and regulations. He is always keeping up with the insurance market and industry changes.

Our office staff is at your disposal to assist with any customer service related request during our regular business hours. Please note, additional staff is acquired to accommodate to our client's needs and requests during open enrollment meetings.

MEET OUR CONSULTING PARTNER

DAVID K. YOUNG

David K. Young Consulting is a Common Remitter Service company for businesses that may not have an internal accountant or department that handles this provision. Here's how DKYC handles the Common Remittance Process:

1

The organization sends DKYC a deduction register spreadsheet as well as funds to be remitted

2

DKYC obtains the invoices for the month from the carriers

3

DKYC reconciles the remittance against the invoices in a reconciliation spreadsheet

4

DKYC prints checks and sends those funds to the carriers

5

DKYC creates "backup" spreadsheets comparing invoices to remittance with discrepancies indicated

6

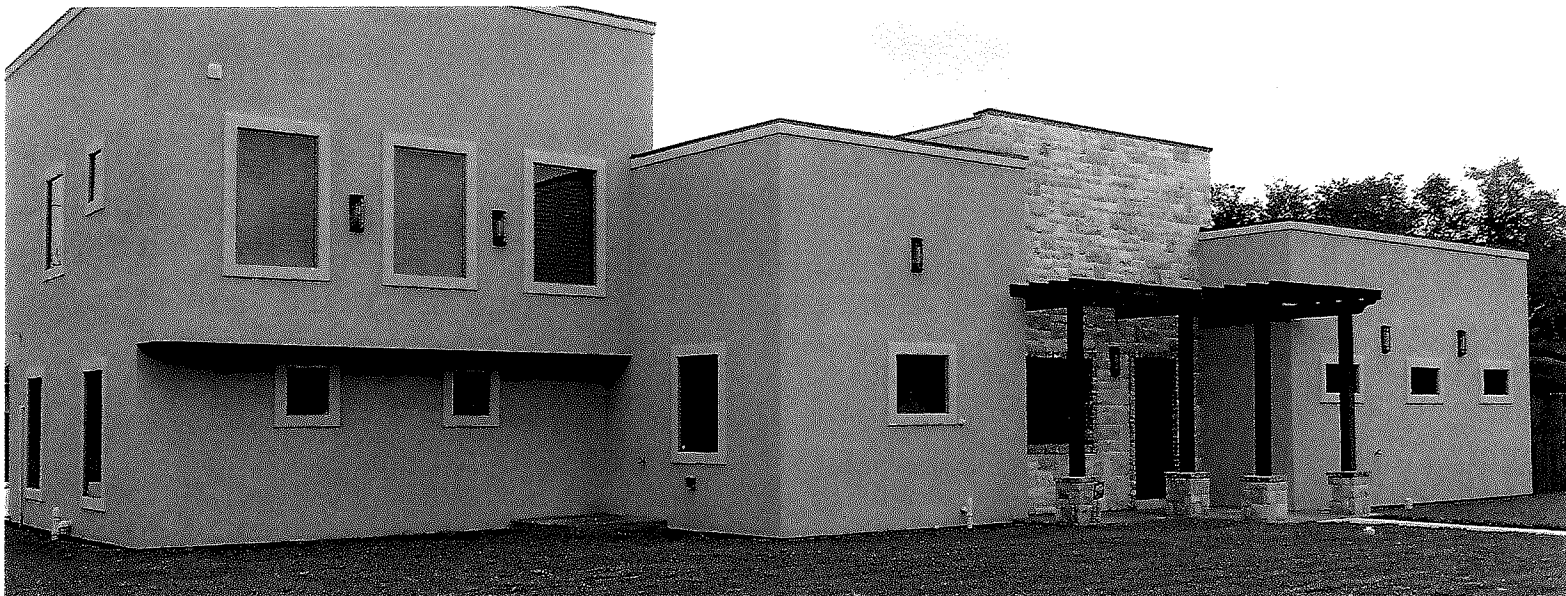
DKYC pulls a termination report from the enrollment system and enters those term dates into the reconciliation file

7

DKYC uploads backups to a secure file sharing site so the district and agents can view them and address discrepancies with carriers

8

DKYC sends the backups to the carriers as well



Ensure your employees are content by giving them the protection they need. An investment in them is an investment in your business

 **901 S. Texas Blvd**
Weslaco TX, 78596

 **956-968-5954**

 **956-351-5409**

 **jeainsurance.com**

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Icon resources provided by Flaticon.com

