



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, November 22, 2022

REGULAR MEETING AGENDA 6:00 PM

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

V. PRESENTATIONS

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

- 1. Department of Finance Monthly Report.**
- 2. Fire Department Monthly Report.**
- 3. Police Department Monthly Report.**

4. Municipal Court Monthly Report

5. Department of Utilities Monthly Report

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

- A.** Discussion and Consideration to Award RFB NO. 23-003-10-20 City of San Juan Fire Station Sanitary Sewer Line Replacement and Authorize the City Manager to Execute all Related Documents as Needed to the Most Responsible Bidder.
- B.** Discuss and Consider Selection of the Depository Services for the City of San Juan "Depository of Public Funds Beginning October 1, 2022 through September 30, 2024.
- C.** Discussion and Possible Action Regarding a Request for the Use of Municipal Park to Host High School Soccer Games for Vanguard Academy Charter School.
- D.** Consider Approval of the Meeting Minutes Amendment for the February 9, 2021, Regular City Commission Meeting.

VII. RESOLUTIONS

- A.** Consideration and Approval of a Resolution Establishing the Intention of the City of San Juan, Texas to Reimburse Itself for the Prior Lawful Expenditures of Funds Relating to Acquiring, Constructing and Equipping Various City Improvements from the Proceeds of One or More Series of Tax-Exempt Obligations to be Issued by the City Authorized Purposes; Authorizing Other Matters Incident and Related Thereto; and Providing an Effective Date.

VIII. CONTRACTUALS

- A.** Consideration and Approval of Addendum to the LESO Program State Plan of Operation (SPO).

IX. CONSENT AGENDA

- A.** Consider Approval of City of San Juan 2022 Tax Roll Certificates

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.

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 of the Texas Government Code, Discussion and Possible Action Regarding the Entertainment Agreement for 2022 Noche De Paz.

XII. ADJOURNMENT

CERTIFICATION

I certify that the above notice of the Regular Called Meeting of the City of San Juan is true and correct; and that I posted such notice on the bulletin board. A place convenient and readily accessible to the public on the 18th day of November, 2022 at 5:00 p.m. 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



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Marco “Markie” Villegas

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Leroy Gonzales, Director of Finance

DATE: 11/14/2022

SUBJECT: Department of Finance Monthly Report.

Finance Department

Department Description

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

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

Additional Information

7 STAFF MEMBERS

Maintained 26 funds, assisted 24 departments and posted 1,678 journal entries, issued 274 disbursement checks, 23 Bank Drafts and processed 487 payroll checks and direct deposits, through the months of October, 2022.

October Sales Tax 26.09% Increase of \$110,220 Compared to last year.

Audit FY 2021/2022 Started

Reconciled 11 Bank Accounts

Budget Adjustments (0)

Budget Amendments (1)

Internal Budget Amendments (7)

Manage a 30.2 million budget

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

- General Fund Budget of 15.8 million
- Utility & Sanitation Fund 4.3 million
- Stormwater Fund 305 thousand
- Debt Service Fund 2.3 million
- Sanitation Fund 4.0 million
- Other Funds 1.7 million

Utility Billing & Collection Department

Department Description

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

- The City of San Juan collects about 7,053 water and 9,963 sewer accounts.
- North Alamo Water Supply Corporation service 3,318 sewer accounts.

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

- Email Billing (208)

Service Orders

1. Connects	58
2. Meter information	32
3. Disconnect	44
4. Dead Meters Change	32
5. Past Due Notice	1,733
6. Cut Off Register	29
7. Cut List	97

Payments are made by

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

- Staff of 7 Employees

Purchasing Division

Purchasing Description

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

Activity through October, 2022.

• Purchase Orders Issued	462
• Purchase Order Changes/Voids	50
• Bid Openings	3
• Public Auction	0



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Tirso Garza, Fire Chief

DATE: 11/15/2022

SUBJECT: Fire Department Monthly Report.

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

Emergency Calls

A total of 75 Calls for the month of October 2022. (Please see attached report.)

- A Shift = 20
- B Shift = 29
- C Shift = 26

Med-Care Response

Due to COVID-19 Med-Care, EMS responded along with the Fire Department for a total of 38 calls with five delays for the month of October 2022. The Med-Care report has not been submitted by Med-Care.

County Calls

The San Juan Fire Department had a total of four (4) County Calls for the month of October 2022, which are the following:

- Incident Number – 22-0620 – for a Medical Call at 2913 San Felipe, San Juan, Texas
- Incident Number – 22-0640 – for a Medical Call at 2913 San Felipe, San Juan, Texas
- Incident Number – 22-0643 – to Assist Agency at 2802 San Gabriel, San Juan, Texas
- Incident Number – 22-0655 – for a MVA at El Dora and San Felipe, San Juan, Texas

Volunteer Department

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

Fire Inspections

A total of 22 inspections were conducted in the month of October 2022. Please see attached for detailed information about each conducted inspection.

Plan Reviews

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

- Sweet Dental
- PSJA – New Baseball Field
- Black Hills Estates
- Twins Village
- La India Azteca Plaza

Fuel Utilization

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

- A total of 181.90 Gallons of Unleaded
- A total of 819.60 Gallons of Diesel



Jorge A. Mata
Lieutenant

**October 2022
Call Volume Monthly Breakdown**

Fire House Code	Incident Type	Total
322	Motor Vehicle Accidents w/Injuries	11
323	Auto-Pedestrian	
324	Motor Vehicle Accidents w/o Injuries	5
311	Medical Call	23
142/143	Grass/Brush Fires	3
131	Vehicle Fires	2
700/750	False Alarms	8
154	Trash Fires	
550/551	Assist other Agency/Dept.:	5
651	Smoke Scare	2
111	Structure Fires	
1101	Equipment Fire	
412	Gas Leak	5
480	Attempted burning, Illegal action	
600	Good Intent Call	1
611	Cancelled in Route	1
622	Wrong Location/No Incident Found	
541	Bee attack/ Animal Problem	1
331	Child Locked in a Vehicle	4
440/1601	Electrical Equipment Problem (Pole)	2
1131	Cooking Fire	
100	Fire, Other	2
Grand Total:		75

Call Volume for each shift:

A Shift 20
B Shift 29
C Shift 26

Respectfully Submitted by,

Jorge A. Mata, Lieutenant

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



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

Med-Care Response Times

October 2022

Date	Incident #	Location	Dispatched Time	Arrival	Delay Time	Incident Type
10/11/2022	22-579	207 Camino Apt 4	12:24	12:34	10	Medical
10/2/2022	22-585	11 th and Nebraska	16:57	17:08	11	MVA
10/3/2022	22-586	Cesar Chavez & Sgt Trevino	12:58	01:05	7	MVA
10/3/2022	22-587	415 Sgt. Trevino	01:44	02:05	21	Medical
10/3/2022	22-588	495 and Cesar Chavez	07:22	07:37	15	MVA
10/3/2022	22-589	906 E Kansas	17:58	18:18	20	Medical
10/5/2022	22-590	409 Washingtona	03:15	3:19	4	Medical
10/5/2022	22-592	Nebraska & Hall Acres	07:48	8:04	16	MVA
10/5/2022	22-594	901 E. El Dora	16:04	16:14	10	Medical
10/6/2022	22-595	306 N. Wyoming	09:12	9:20	8	Medical
10/6/2022	22-596	2107 N Raul Longoria	11:39	11:49	10	Medical
10/6/2022	22-597	900 N Raul Longoria	13:01	13:08	7	MVA
10/6/2022	22-599	1322 Hampton	21:23	21:30	7	Medical
10/7/2022	22-600	Moore and Cesar Chavez	08:08	08:22	14	MVA
10/7/2022	22-601	700 W Expressway	10:54	11:06	16	Medical
10/8/2022	22-603	122 Mesquite	09:38	09:45	7	Medical

10/10/2022	22-606	718 E Moore Rd	20:36	20:46	10	Medical
10/12/2022	22-609	411 E 2 nd	03:07	3:18	11	Medical
10/15/2022	22-614	2300 N Raul Longoria	14:20	14:25	5	MVA
10/15/2022	22-615	111 E El Dora	15:23	15:33	10	Medical
10/16/2022	22-616	800 W Exp 83	02:12	02:25	10	MVA
10/16/2022	22-617	108 E 495	13:25	13:30	5	Medical
10/16/2022	22-618	1307 Los Cielos	13:52	14:02	10	Medical
10/17/2022	22-619	Nolana Veterans	11:59	12:07	8	MVA
10/18/2022	22-620	2913 San Felipe	07:13	07:31	18	Medical
10/18/2022	22-621	100 E Frontage	09:10	09:23	13	MVA
10/18/2022	22-623	500 E 495	13:04	13:17	13	MVA
10/19/2022	22-625	Stewart & Moore	16:32	16:43	11	MVA
10/19/2022	22-627	731 San Juanita	21:28	21:32	4	Medical
10/20/2022	22-628	400 Paxton	06:44	06:52	8	Medical
10/20/2022	22-629	608 E 8 th Street	09:49	09:58	9	Medical
10/21/2022	22-632	212 W Bluebird	12:15	12:22	7	Medical
10/21/2022	22-633	202 Sandra	14:12	14:24	12	Medical
10/22/2022	22-635	1200 E Nolana	06:40	06:46	6	Medical
10/22/2022	22-637	202 Freestone	20:59	21:05	6	Medical
10/27/2022	22-646	1907 S Standard	06:07	06:20	13	Medical
10/28/2022	22-649	908 E 8th	14:36	14:43	7	Medical
10/30/2022	22-655	El Dora / San Felipe	17:32	17:45	13	MVA

Fire Inspection October 2022

	Date	Name of Business	Address	Contact	Inspector	App/Deny
1	10/4/22	Iglesia Ministerio Libre Soy	3102 N Raul Longoria HWY, Ste A	Jorge A Garcia	J. Salinas	Approved
2	10/11/22	San Juan Cafe	1618 N Veterans RD, Ste S	Bianca Guzman	J. Salinas	Approved
3	10/11/22	Pollo Frito Canper California	3010 N Raul Longoria HWY	Manuel III	J. Salinas	Approved
4	10/11/22	Luxury Tuxedo Rental	2012 N Raul Longoria HWY, Ste A	Nelson Garcia	J. Salinas	Approved
5	10/11/22	Luxury Cleaning Services	2012 N Raul Longoria HWY, Ste B	Nelson Garcia	J. Salinas	Approved
6	10/13/22	Iron Bones Gaming	200 W 83 EXPY, Ste N	Ernesto Trevino jr.	J. Salinas	Approved
7	10/13/22	Yadira's Drive Thru	506 E 495	Elma Esquivel	J. Salinas	Approved
8	10/17/22	We are the future daycare	505 W 495	Florida hernandez	J. Salinas	Approved
9	10/17/22	OneMain Financial Group, LLC	106 E 495, E	Alesia Deleon	J. Salinas	Approved
10	10/17/22	Agua Dental	105 S Cesar Chavez RD, Ste 2	Alex Chavez	J. Salinas	Approved
11	10/17/22	Regional Finance Corporation	901 N Raul Longoria HWY, Ste 4	Javier Mireles	J. Salinas	Approved
12	10/17/22	Soccer Zone	2205 N Raul Longoria HWY, Ste B	Ruben Delgadillo	J. Salinas	Approved
13	10/19/22	EI Tigre Food Store #10	501 N Cesar Chavez RD	Alma Valencia	J. Salinas	Approved
14	10/19/22	L&L All In Beauty	1110 S Stewart RD, Ste E	Lourdes Lopez Lopez	J. Salinas	Approved
15	10/19/22	The Groom Room	2209 N Raul Longoria HWY, Ste 2	Beatriz Nunez	J. Salinas	Approved
16	10/19/22	EI Papile Auto Sales LLC/Barbershop	3806 N Raul Longoria HWY	Jose Angel Cantu	J. Salinas	Approved
17	10/20/22	The Insurance Agency	707 W Interstate 2, Ste 200	Marisela Ramirez	J. Salinas	Approved
18	10/20/22	My Little House Day Care	221 Ebano DR	Maria Del Rosario Garza	J. Salinas	Approved
19	10/25/22	La India Azteca Bakery	1800 N Raul Longoria HWY	Carlos Cepeda	J. Salinas	Approved
20	10/25/22	San Juan I Head Start	200 S Cougar ST		J. Salinas	Approved
21	10/25/22	Embajada Aztlan	3014 N Raul Longoria HWY	Juan O. Chavarin	J. Salinas	Approved
22	10/25/22	Bookkeeping Cure, LLC	504 N Veterans RD, 1	Beatriz Garcia	J. Salinas	Approved
23						
24						
25						
26						
27						



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Ruben Morin, Chief of Police

DATE: 11/14/2022

SUBJECT: Police Department Monthly Report.

This memorandum is to keep you all informed on our Monthly operational statistics and any other significant cases or events that occurred during the month of October 2022.

STATISTICS: POLICE

• Calls for service:	1138
• Incident reports:	312
• Accidents:	180
• 911 Calls:	1694
• Patrol Citations Issued:	103
• Violations:	140
• Patrol & CID Arrests:	26
• CID Issued Warrants:	7

OCTOBER

SPECIAL GRANT DETAILS:

• Stone Garden hours:	Not working on it this month
• Vehicle Stops:	N/A
• Citations:	N/A
• Border Star hours:	17.25
• Vehicle Stops:	6

OCTOBER

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

- Contacts: 7
- Misdemeanor Arrest: 0
- Felony Arrest: 0
- Cases Investigated: 1

- Citations: 3
- Tx-Dot STEP-Wave Traffic Enforcement hours: Not working

TRAFFIC ENFORCEMENT: **OCTOBER**

- Cruiser enforcement (Thursday Nights) traffic stops. Not working on it this month
- Citations: 0
- Arrest: 0
- Regular patrol citywide. 0

FEDERAL & STATE ASSET FORFEITURE PROGRAM:

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

CRIME STOPPERS:

- No board meetings were scheduled.

SAN JUAN POLICE PERSONNEL:

Nothing To Report

-

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TELE-COMMUNICATORS:

- No new event to report.

FLEET

Nothing to report

STATISTICS: ANIMAL CONTROL **OCTOBER**

- Calls for Service: 279
- Citations Issued: 0
- Violations: 0

COVID-19 OPERATIONS:

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

SPECIAL EVENTS:

- Nothing to report

Respectfully,

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



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Mary Enriquez, Court Administrator

DATE: 11/15/2022

SUBJECT: Municipal Court Monthly Report

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

Amount Collected	\$ 20,410.50
Defensive Driving	0
Deferred	5
Pre-Trials	0
Bench Trials	0
Scofflaw	\$ 1,767.90

COLLECTIONS 2021	COLLECTIONS 2022
October - \$ 14,391.27	October - \$ 20,410.50
CITATIONS ISSUED 2021	CITATIONS ISSUED 2022
October - 98	October - 103
SCOFFLAW COLLECTIONS 2021	SCOFFLAW COLLECTIONS 2022
October - \$ 962.25	October - \$ 1,767.90
City Marshal - Warrants and Fines Collected - \$ 5,009.00	
Phone Calls - 117	
Warrants - 22	
Total Warrants issued - 0	

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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Juan Martinez

DATE: 11/15/2022

SUBJECT: Department of Utilities Monthly Report

Texas Drought Outlook

- 72 % of Texas is in a drought (October 24, 2022)
- RGV is Abnormally Dry (No Change In the watershed)
- Falcon and Amistad are @ 30.5%
- STAGE II IS STILL IN FULL EFFECT

System Outlook

- Water Connections – 7,184
- Sewer Connections – 9,839 (3,192 NAWSC)

Water Treatment Facility

- Combined Gallons Treated: 75.49 MG
- Combined Gallons Produced: 80.245 MG

Water Treatment Facility No. 1

- 0.187 MG treated
- 34.259 MG delivered
- 30.73 MG Transferred from WTF No. 2
- 40.21 MG RAW (Reservoir)
- 0.058 MG Backwash
- 0.01 MG Well

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Water Treatment Facility No. 2

- 75.303 Treated
- 45.986 MG Delivered
- 30.73 MG Transferred to WTF No. 1
- 72.70 MG RAW (Reservoir)
- 2.45 MG Backwash

Emergency Generator Repaired.

WTP 3.5 MGD Expansions and Rehab 100%

Operated Water Plant as Efficiently as Possible

Sludge Management Continues to be Critical

Water Distribution System

- Leaks – 04
- Breaks – 03
- Taps – 01
- Locates - 13

Water Loss

- Reported – 162,500 gals
- Unreported – 87,000 gals

Hydrants

- Flushed – 12
- Repaired/Replaced – 0
- STAGE II WATER CONSERVATION STILL IN EFFECT

Valves

- Worked – 6
- Repaired/Replaced – 2

Utility Billing

- Work Orders –1

We Continue Our Hydrant and Valve Maintenance

Installed 550' of 10" Water Line

One Vacancy – WD M

Wastewater Treatment Facility

- Treated – 62,103 MG
- Wetland – 0 MG
- 400 - Cubic Yards of Sludge Hauled to Landfill
- Bio-Monitoring – All Passed

Wastewater Collections

Work orders - 35

- Sewer Main Repaired – 0
- Sewer Backups Reported – 23
- Sewer Backups Cleared – 23
- Odor Complaints – 03
- Locates – 09
- New Manholes – 0
- Unauthorized Discharges - 0

Administration

Financials

- Administration – 99.22 %
- Water Treatment – 97.37%
- Distribution: – 98.2%
- Sewer Collection – 97.24 %
- Wastewater Treatment – 95.21 %

Projects

- WTF No. 2 Pending TWDB Budget Approval
- WWTF Rehab Design – 100% Complete (CHC) Pending Constructability Review
- WTF No. 1 Rehab – 100%, Pending Constructability Review
- LS 13 – Construction on Sewer Force Main under way (95%).
- LS 6 Capacity Issues CHC working on upgrades (Under design)

Certification

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

-

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
NOVEMBER 22, 2022

Discussion and Consideration to Award RFB NO. 23-003-10-20 City of San Juan Fire Station Sanitary Sewer Line Replacement and Authorize the City Manager to Execute all Related Documents as Needed to the Most Responsible Bidder.

STAFF COMMENTS AND RECOMMENDATIONS:

On October 5, 2022 and October 12, 2022, Staff Advertised in the Advance Newspaper to Solicit Bid Proposals for RFB NO. 23-003-10-20 City of San Juan Sanitary Sewer Line Replacement. On October 12, 2022, a Pre-Bid Conference was held and a Bid Opening was held on October 20, 2022. The following bids were submitted:

1. RDH Site and Concrete
2. Reya Construction
3. McAllen Multi-Service

RECOMMENDATION:

Select and Authorize the City Manager to Enter into a Contract and Execute All Related Documents for RFB NO. 23-003-10-20 City of San Juan Fire Station Sanitary Sewer Line Replacement with the Most Responsible Bidder.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

EXHIBIT "B"

BID PAGE

City of San Juan
Fire Station Sewer Line Replacement
Bid No.: 23-003-10-20

SCOPE OF WORK DESCRIPTION:
Fire Station Sewer Line Replacement

BASE BID TOTAL: \$ 432,820.00

ADDITIVE ALTERNATE #1 BID TOTAL: \$ NO BID

BIDDER/COMPANY NAME: McAllen Multi Service

ADDRESS: P.O. Box 4428

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO.'S: 956-322-9777

CELLULAR #: _____

AUTHORIZED SIGNATURE: 

PRINTED NAME: Gabriel Carrillo

TITLE: G.M.

BID FOR UNIT PRICE CONTRACTS

PLACE City of San Juan
DATE 10-20-2022
PROJECT NO. 23-003-10-20

Proposal of Mc Allen Multi Service (hereinafter called "Bidder") a corporation/ a partnership, or an individual doing business as: _____.

TO the City of San Juan (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of City of San Juan Fire Station Sewer Line Replacement having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or about date to be specified in written "Notice to Proceed" of the owner and to fully complete the project within 60 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$ 250.00 for each consecutive calendar day thereafter as herein after provided in Paragraph 19 of the General Conditions.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM:

DATE	ACKNOWLEDGE	DATE	ACKNOWLEDGE
#1 <u>10-18-2022</u>	<u>[Signature]</u>	#2 _____	_____
#3 _____	_____	#4 _____	_____

Bidder agrees to perform all of the City of San Juan Fire Station Sewer Line Replacement work described in the specifications and shown on plans, for the following unit prices:

BID FORM

CITY OF SAN JUAN FIRE STATION SEWER LINE REPLACEMENT

Bid Item	Description	Units	Estimated Quantity	Unit Price in Figures	Unit Price in Words	Total Amount Bid
BASE BID						
1	MOBILIZATION	LS	1	\$ <u>1,000.00</u>	<u>One thousand</u> dollars and <u>zero</u> cents	\$ <u>1,000.00</u>
2	INSURANCE & BONDS	LS	1	\$ <u>12,500.00</u>	<u>Twelve thousand five hundred</u> dollars and <u>zero</u> cents	\$ <u>12,500.00</u>
3	REMOVE ABANDONED SEWER LINE	LF	515	\$ <u>60.00</u>	<u>Sixty</u> dollars and <u>zero</u> cents	\$ <u>30,900.00</u>
4	DEMO/REMOVE EXIST. SEWER MANHOLE	EA	2	\$ <u>2,500.00</u>	<u>Two thousand five hundred</u> dollars and <u>zero</u> cents	\$ <u>5,000.00</u>
5	TIE TO EXIST. SEWER MANHOLE	EA	1	\$ <u>7,000.00</u>	<u>Seven thousand</u> dollars and <u>zero</u> cents	\$ <u>7,000.00</u>
6	F/I FIBERGLASS MANHOLE (UP TO 6' DEPTH) (WITH CONC. COLLAR)	EA	3	\$ <u>12,000.00</u>	<u>Twelve thousand</u> dollars and <u>zero</u> cents	\$ <u>36,000.00</u>
7	F/I EXTRA DEPTH MANHOLE (ADD'L DEPTH > 6')	EA	4	\$ <u>7,000.00</u>	<u>Seven thousand</u> dollars and <u>zero</u> cents	\$ <u>28,000.00</u>
8	F/I 8" PVC SDR-26 SAN. SEWER PIPE (160 PSI PC)	LF	820	\$ <u>280.00</u>	<u>Two hundred eighty</u> dollars and <u>zero</u> cents	\$ <u>229,600.00</u>
9	F/I 6" SERVICE LATERAL W/ CLEANOUT	EA	1	\$ <u>3,500.00</u>	<u>Three thousand five hundred</u> dollars and <u>zero</u> cents	\$ <u>3,500.00</u>

BID FORM - 1 OF 4

BID FORM

CITY OF SAN JUAN FIRE STATION SEWER LINE REPLACEMENT

Bid Item	Description	Units	Estimated Quantity	Unit Price in Figures	Unit Price in Words	Total Amount Bid
10	TRENCH SAFETY EXCAVATION PROTECTION	LF	820	\$ <u>15.00</u>	<u>Fifteen</u> dollars and <u>zero</u> cents	\$ <u>12,300.00</u>
11	RECONNECT SEWER LINE TO NEW MANHOLE	EA	3	\$ <u>4,000.00</u>	<u>Four thousand</u> dollars and <u>zero</u> cents	\$ <u>12,000.00</u>
12	RECONNECT SERVICE SERVICE TO NEW SEWER MAIN	EA	5	\$ <u>3,500.00</u>	<u>Three thousand five</u> dollars and <u>zero</u> cents	\$ <u>17,500.00</u>
13	F/I BYPASS PUMPING	EA	3	\$ <u>1,000.00</u>	<u>One thousand</u> dollars and <u>zero</u> cents	\$ <u>3,000.00</u>
14	SAWCUT & PATCH ASPHALT	SY	278	\$ <u>80.00</u>	<u>Eighty</u> dollars and <u>zero</u> cents	\$ <u>22,240.00</u>
15	SAWCUT & PATCH CONCRETE DRIVEWAY	SY	18	\$ <u>120.00</u>	<u>One hundred twenty</u> dollars and <u>zero</u> cents	\$ <u>2,160.00</u>
16	SAWCUT & PATCH CONCRETE SIDEWALK	SY	4	\$ <u>120.00</u>	<u>One hundred twenty</u> dollars and <u>zero</u> cents	\$ <u>480.00</u>
17	SAWCUT & REPLACE CURB & GUTTER	LF	8	\$ <u>110.00</u>	<u>One hundred ten</u> dollars and <u>zero</u> cents	\$ <u>880.00</u>
18	SAWCUT & REPLACE GUTTER	LF	8	\$ <u>140.00</u>	<u>One hundred forty</u> dollars and <u>zero</u> cents	\$ <u>1,120.00</u>
19	SAWCUT & REPLACE VALLEY GUTTER	LF	8	\$ <u>150.00</u>	<u>One hundred fifty</u> dollars and <u>zero</u> cents	\$ <u>1,200.00</u>

BID FORM - 2 OF 4

BID FORM

CITY OF SAN JUAN FIRE STATION SEWER LINE REPLACEMENT

Bid Item	Description	Units	Estimated Quantity	Unit Price in Figures	Unit Price in Words	Total Amount Bid
20	REMOVE & REPLACE CHAINLINK FENCE	LF	40	\$ <u>86.00</u>	<u>Eighty six</u> dollars and <u>zero</u> cents	\$ <u>3,440.00</u>
21	INSTALL/REMOVE CONSTRUCTION ENTRANCE	EA	2	\$ <u>1,000.00</u>	<u>One thousand</u> dollars and <u>zero</u> cents	\$ <u>2,000.00</u>
22	BARRICADES, SIGNS, & TRAFFIC HANDLING	LS	1	\$ <u>1,000.00</u>	<u>One thousand</u> dollars and <u>zero</u> cents	\$ <u>1,000.00</u>

* TOTAL SUM OF LINE ITEM NO. 1 & 2 SHALL NOT EXCEED 10% OF TOTAL CONTRACT AMOUNT

Four hundred thirty two thousand eight hundred twenty
 BASE BID SUBTOTAL: _____ dollars \$ 432,820.00
 and _____ cents

CONTRACTOR: Mc Allen Nix Hi Sewer
 SIGNATURE: [Signature]

BID FORM

CITY OF SAN JUAN FIRE STATION SEWER LINE REPLACEMENT

Bid Item	Description	Units	Estimated Quantity	Unit Price in Figures	Unit Price in Words	Total Amount Bid
<u>SUBSTITUTIVE ALTERNATE</u>						
FROM STA. 5+14.11 TO 8+20						
SA 1	F/I 8" PVC SDR-26 SAN. SEWER PIPE (115 PSI PC)	LF	306	\$ <u>—</u>	<u>No Bid</u> dollars and <u>—</u> cents	\$ <u>—</u>

CONTRACTOR: Ne Ayen Multi Service
 SIGNATURE: [Signature]

The above unit price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond, or Bonds as required by Paragraph 29 of the General Conditions. The bid security 5% attached in the sum of \$ _____.

(\$ _____) is to become the property of the Owner in the event that contract and the bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the owner caused thereby.

Respectfully submitted,

McAthen Multi Service

Name of Firm

By: [Signature] 10-20-2022

Signature

Date

G.M.

Title

**THIS PROPOSAL MUST BE
SIGNED BY AN OFFICER OF
REPRESENTATIVE DULY
AUTHORIZED BY THE BIDDER.**

P.O. Box 4428

Address

McAthen, TX 78502

956-322-9777

Telephone Number

(Seal, if Bid is by a Corporation)

Attest: [Signature]

EXHIBIT “C”

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A One Million Dollar (\$1,000,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of City.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming City of San Juan as an additional insured shall be submitted to City for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the City prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the City. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 09/28/07

Insurance Requirement Acknowledgment

I, Gabriel Garcia, authorized representative for Mc Aymon Multi Service,
Company/Vendor

hereby acknowledge receipt of the City's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from the City of San Juan;
- ☐ will acquire additional amounts required to meet the City's requirements within 10 working days after notification from the City of San Juan bid award;

currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- ☒ have already been met, see attached copy of insurance certificate.


Authorized Representative

10-20-2022
Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the City of San Juan Purchasing Agent in order to qualify for award of bid and to execute a contract between your Company and the City.

Failure to provide Certificates of Insurance to the City of San Juan Purchasing Agent will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Gabriel Carrillo, possess all of the APPLICABLE:

1. Licenses: ✓
2. Bonds: ✓
3. Certificates: ✓
4. Permits: ✓
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with the City of San Juan and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Gabriel Carrillo

Authorized Signature

12-20-2022

Date

McAthen Multi Service

Company

P.O. Box 4428

Address

McAthen, TX 78502

City, State, Zip

Non-Collusion Affidavit Of Prime Bidder

State of Texas §

County of Hidalgo §

Gabriel Carrillo, being first duly sworn, deposes and says that:

(1) He Gabriel Carrillo, of
McAllen Multi Service, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham Bid:

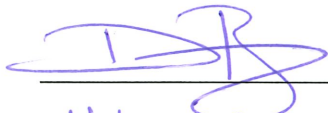
(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

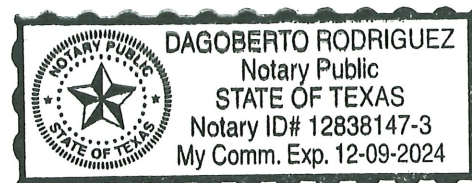
(Signed) 

G. M.
(Title)

Subscribed and sworn to before me this
day of 10/20/, 2022.


Notary Public
(Title)

My Commission expires 12-9-24



Certification Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: Gabriel Carrillo
Title: G.M.
DUNS No. : 08-112-9803
Telephone Number: 956-322-9777
Date: 10-20-2022

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

***** STAFF ONLY*****

VERIFICATION

DATE VERIFIED ON SAM: _____

HAS ACTIVE EXCLUSIONS? _____ YES _____ NO

EMPLOYEE NAME: _____

EMPLOYEE SIGNATURE: _____

CITY OF SAN JUAN
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT
OPPORTUNITY INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BIDDER

NAME AND ADDRESS OF BIDDER (Includes ZIP Code)

Mc Allen Multi Service
P.O. Box 4428
Mc Allen TX 78502

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clauses.

☒ Yes ☐ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☒ Yes ☐ No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

☒ Yes ☐ No ☐ None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☒ No

NAME AND TITLE OF SIGNER (Please type):

Gabriel Carrillo - G.M.

SIGNATURE

[Handwritten Signature]

DATE

10-2-2022

October 18, 2022

RE: ADDENDUM NO.1
Bid No.: 23-003-10-20
"CITY OF SAN JUAN FIRE STATION SEWER LINE
REPLACEMENT"

Dear Gentlemen:

Attached you will find ADDENDUM NO. 1, page 1 of 2 in connection with request for proposal for "City of San Juan Fire Station Sewer Line Replacement"

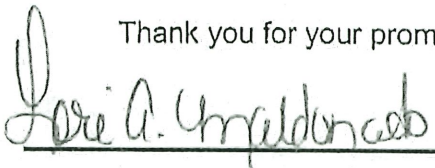
Please add **ADDENDUM NO. 1** to your bid packet to permit your company to submit a complete bid. See original bid packet Exhibit "B" Bid Page.

Acknowledge receipt for this **ADDENDUM NO. 1** by signing and returning this notice no later than October 19, 2022 at 12:00 P.M. via e-mail (nlopez@samengineering-surveying.com).

If you do not receive all pages of **ADDENDUM NO. 1**, please notify us immediately at (956) 702-8880.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for the above stated project and be incorporated into Contract Documents, as applicable. Insofar as the original Contract Documents and Technical Specifications and Drawings are inconsistent, this Addendum governs.

Thank you for your prompt attention to this matter.



Lori A. Maldonado, Purchasing Agent

BY: _____



ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

Enclosures: Addendum No. 1

ADDENDUM NO. 1

October 18, 2022

Project No.: 23-003-10-20

Proposed Bid Opening Date: Thursday, October 20, 2022 at 2:00 p.m.

Proposal: "City of San Juan Fire Station Sewer Line Replacement"

As per questions and answers posed at the Pre-Bid Conference on October 12, 2022 and via email, please let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project No. 23-003-10-20 that the following changes be made a part of your bid packet.

ALLOWANCES TO MATERIAL SPECIFICATIONS

Plans and technical specifications call for fiberglass manhole with an integral fiberglass bench, invert and bottom. However, due to a shortage in these types of manholes, the City of San Juan will allow an Open Bottom Fiberglass Manhole with a Concrete Bottom in lieu of a full fiberglass bottom manhole. See detail attached.

CLARIFICATION TO SPECIFICATIONS

1. Acceptance Testing of the newly installed main pipeline and manhole structures shall abide by all testing requirements as stated in the Technical Specifications 02570 – Sanitary Sewers and 02572 – Fiberglass Manholes and Structures.
2. Backfilling of the pipeline shall follow the "Sanitary Sewer (Non-Forcemain) Pipe Bedding Detail" of select excavated backfill compacted to 95% standard proctor density under city streets, parking areas, and driveways.
3. Please note that a gravity sewer pipe of SDR 26 with a pressure rating of 160 psi is being proposed for the base bid due to the proximity of the water. Therefore, installation of all sanitary sewer components shall comply with TCEQ 30 TAC 217.53(D).

I, Gabriel Carrillo, acknowledge receipt of ADDENDUM NO. 1 dated, October 18, 2022

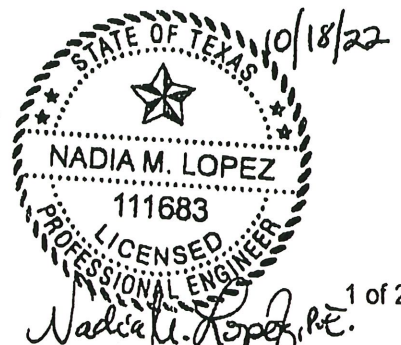
Mr. Allen Multi Service

Printed Bidder Name

10-18-2022

Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET



BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned,

Reya Construction

as

Principal

Noe Cavazos

and

U.S. Specialty Insurance Company

as Surety, are hereby held

and

firmly

bound

unto

City of San Juan

as Owner in the penal sum of \$ Five Percent Of Total Amount Bid

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 20th day of October, 2022.

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 Fire Station Sewer Line Replacement; Bid No. 23-003-10-20

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 using 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 extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set with hands and seals, and such of them as are corporation 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



(L.S.)

PRINCIPAL

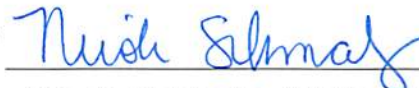
U.S. Specialty Insurance Company

SURETY

SEAL:



BY:



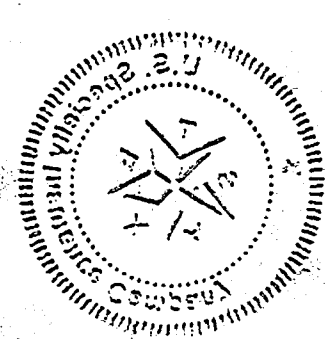
Nicole Schmalz, Attorney-In-Fact

... ..
... ..
... ..

[Handwritten signature]

... ..

... ..





TOKIO MARINE
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: [Signature]
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 [Signature] (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 20th day of October, 2022.

Corporate Seals
Bond No. Bid Bond
Agency No. 700144



[Signature]
Kio Lo, Assistant Secretary

**Kan't Kopy® K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

**Kan't Kopy® K1
Security Paper**

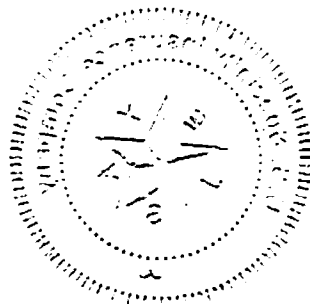
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- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
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- Microprint Protection
- Acid Free

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Security Paper**

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**Kan't Kopy® K1
Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free



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 ia:

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 NO. 1

October 18, 2022

Project No.: 23-003-10-20

Proposed Bid Opening Date: Thursday, October 20, 2022 at 2:00 p.m.

Proposal: "City of San Juan Fire Station Sewer Line Replacement"

As per questions and answers posed at the Pre-Bid Conference on October 12, 2022 and via email, please let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project No. 23-003-10-20 that the following changes be made a part of your bid packet.

ALLOWANCES TO MATERIAL SPECIFICATIONS

Plans and technical specifications call for fiberglass manhole with an integral fiberglass bench, invert and bottom. However, due to a shortage in these types of manholes, the City of San Juan will allow an Open Bottom Fiberglass Manhole with a Concrete Bottom in lieu of a full fiberglass bottom manhole. See detail attached.

CLARIFICATION TO SPECIFICATIONS

1. Acceptance Testing of the newly installed main pipeline and manhole structures shall abide by all testing requirements as stated in the Technical Specifications 02570 – Sanitary Sewers and 02572 – Fiberglass Manholes and Structures.
2. Backfilling of the pipeline shall follow the "Sanitary Sewer (Non-Forcemain) Pipe Bedding Detail" of select excavated backfill compacted to 95% standard proctor density under city streets, parking areas, and driveways.
3. Please note that a gravity sewer pipe of SDR 26 with a pressure rating of 160 psi is being proposed for the base bid due to the proximity of the water. Therefore, installation of all sanitary sewer components shall comply with TCEQ 30 TAC 217.63(L).

I, Noe Cavazos, acknowledge receipt of ADDENDUM NO. 1 dated, October 18, 2022

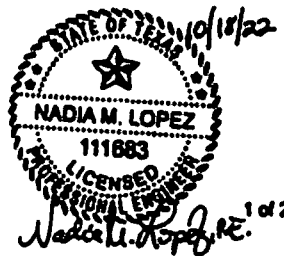
NOE CAVAZOS

Printed Bidder Name

10/18/2022

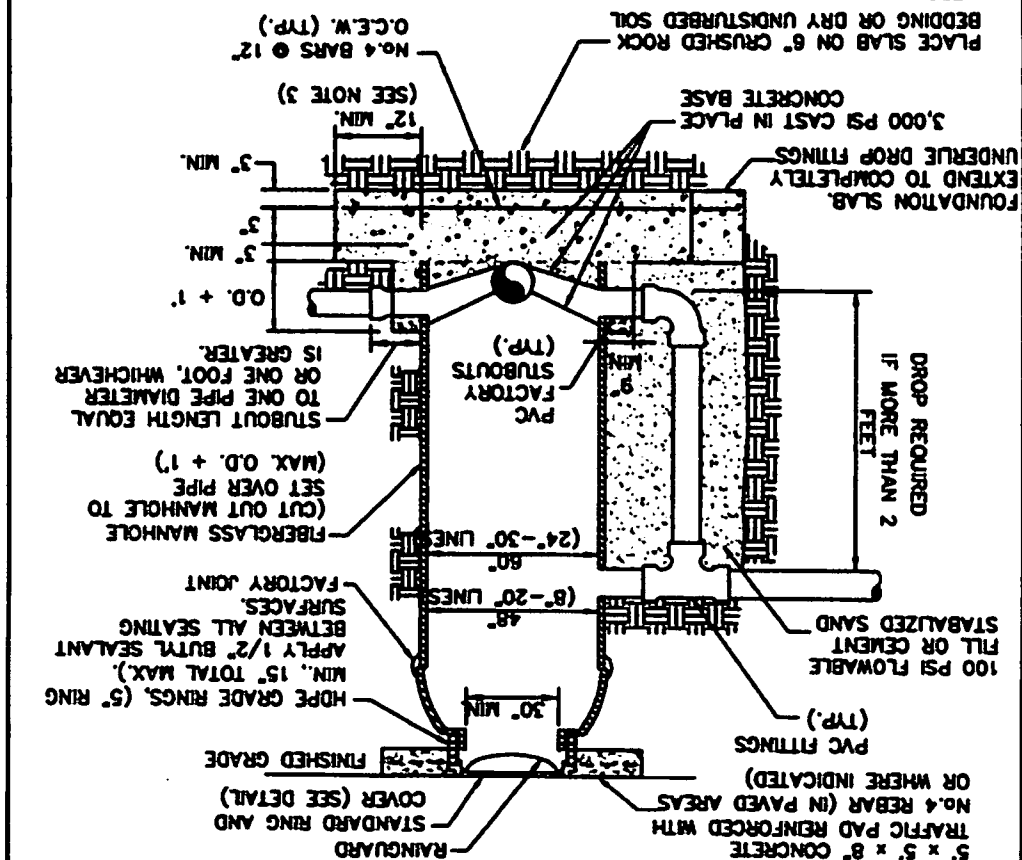
Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET



OPEN BOTTOM FIBERGLASS
MANHOLE WITH
CONCRETE BOTTOM

1. INSTALL IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
2. BACKFILL SHALL BE CENTR STABILIZED SAND (1.5 SACKS OF CEMENT/CS) UNDER PAVED STREETS, (PAVING DRIVES). ALL OTHER LOCATIONS MAY BE SELECT BACKFILL COMPACTED TO 95% STANDARD PROCTOR.
3. BASE SLAB SHALL BE 4 FT. LARGER THAN MANHOLE DIAMETER WHERE SOIL BEARING CAPACITY < 2000 PSF, WATER TABLE < 5 FT., OR DEPTH > 20 FT. SLAB SHALL BE DESIGNED TO PREVENT FLOTATION OF MANHOLE.
4. COAT ALL INTERNAL, EXTERNAL AND METALLIC SURFACES WITH COAL TAR EPOXY.
5. OUTLET STUBOUT SHALL BE SPIGOT END. INLET STUBOUTS SHALL BE BELL END EXCEPT FOR DROP CONNECTIONS.
6. MANHOLE CUTOUT TO BE MADE AT TIME OF INSTALLATION.
7. CONCRETE BASE TO BE POURED IN PLACE IN TRENCH AND MANHOLE TO BE INSTALLED BY INSERTING INTO WET CONCRETE BASE.
8. FLOW LINE INVERT MAY BE CHANNEL FORMED IN CONCRETE FLOOR OR PIPE SECTIONS WITH TOP CUT OUT.
9. SEAL CONCRETE TO PIPE WITH ELASTOMERIC GASKET SEAL.



October 18, 2022

RE: ADDENDUM NO.1
Bid No.: 23-003-10-20
"CITY OF SAN JUAN FIRE STATION SEWER LINE
REPLACEMENT"

Dear Gentlemen:

Attached you will find ADDENDUM NO. 1, page 1 of 2 in connection with request for proposal for "City of San Juan Fire Station Sewer Line Replacement"

Please add **ADDENDUM NO. 1** to your bid packet to permit your company to submit a complete bid. See original bid packet Exhibit "B" Bid Page.

Acknowledge receipt for this **ADDENDUM NO. 1** by signing and returning this notice no later than October 19, 2022 at 12:00 P.M. via e-mail (nlopez@samengineering-surveying.com).

If you do not receive all pages of **ADDENDUM NO. 1**, please notify us immediately at (956) 702-8880.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for the above stated project and be incorporated into Contract Documents, as applicable. Insofar as the original Contract Documents and Technical Specifications and Drawings are inconsistent, this Addendum governs.

Thank you for your prompt attention to this matter.



Lori A. Maldonado, Purchasing Agent

BY: Noe Cavazos dba Reya Construction
ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

Enclosures: Addendum No. 1

EXHIBIT "B"

BID PAGE

City of San Juan
Fire Station Sewer Line Replacement
Bid No.: 23-003-10-20

SCOPE OF WORK DESCRIPTION:
Fire Station Sewer Line Replacement

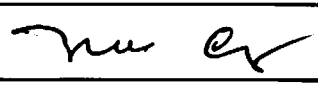
BASE BID TOTAL: \$ 302,066.⁰⁰
ADDITIVE ALTERNATE #1 BID TOTAL: \$ 28,950.⁰⁰

BIDDER/COMPANY NAME: Reya Construction
ADDRESS: P.O. Box 470

CITY/STATE/ZIP CODE: Weslaco, TX 78599

PHONE & FAX NO.'S: 956-472-9112

CELLULAR #: 956-472-9112

AUTHORIZED SIGNATURE: 

PRINTED NAME: Noe Cavazos

TITLE: Owner

47

1947

1948

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1955

1956

BID FOR UNIT PRICE CONTRACTS

PLACE _____
DATE 10-20-2022
PROJECT NO. 23-003-10-20

Proposal of Reya Construction (hereinafter called "Bidder") a
corporation/ a partnership, or an individual doing business as: Reya Construction
TO the City of San Juan (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of City of San Juan Fire Station Sewer Line Replacement having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or about date to be specified in written "Notice to Proceed" of the owner and to fully complete the project within 60 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$ 250.00 for each consecutive calendar day thereafter as herein after provided in Paragraph 19 of the General Conditions.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	<u>10-18-2022</u>	<u>[Signature]</u>	#2	_____	_____
#3	_____	_____	#4	_____	_____

Bidder agrees to perform all of the City of San Juan Fire Station Sewer Line Replacement work described in the specifications and shown on plans, for the following unit prices:

The above unit price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond, or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of \$ _____.

(\$ _____) is to become the property of the Owner in the event that contract and the bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the owner caused thereby.

Respectfully submitted,

Rexa Construction

Name of Firm

By: [Signature] 10-20-22
Signature Date

Owner

Title

**THIS PROPOSAL MUST BE
SIGNED BY AN OFFICER OF
REPRESENTATIVE DULY
AUTHORIZED BY THE BIDDER.**

P.O. Box 470

Address

Weslaco, TX 78596

956-472-9112

Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____



EVANSTON INSURANCE COMPANY

State Transaction Code:

COMMON POLICY DECLARATIONS

POLICY NUMBER: 3AA567223

RENEWAL OF POLICY: 3AA475641

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

Noe Cavazos Jr DBA Reya Construction

PO Box 470

Weslaco, TX 78599

Policy Period: From 05/14/2022 to 05/14/2023 at 12:01 A.M. Standard Time at your mailing address shown above.

BUSINESS DESCRIPTION: Installing sprinkler - underground- landscaping

FORM OF BUSINESS

☒ Individual ☐ Partnership ☐ Joint Venture ☐ Trust ☐ Corporation
☐ Limited Liability Company ☐ Other Organization:

Audit Period: Annual unless otherwise stated:

FTZ Code:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S), BUT ONLY FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Property Coverage Part	\$	Not Covered
Commercial General Liability Coverage Part	\$	800.00
Commercial Inland Marine Coverage Part	\$	Not Covered
Commercial Ocean Marine Coverage Part	\$	Not Covered
Commercial Professional Liability Coverage Part	\$	Not Covered
Commercial Automobile Liability Coverage Part	\$	Not Covered
Liquor Liability Coverage Part	\$	Not Covered
Crime Coverage Part	\$	Not Covered
Other Coverages: Terrorism - Certified Acts	\$	Excluded
	\$	
	Premium Total	\$ 800.00
Other Charges: Taxes and Fees - See MDIL 1002	\$	249.25
	\$	
	\$	
	GRAND TOTAL	\$ 1,049.25

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas Insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% (percent) tax on gross premium.

Producer Number, Name and Mailing Address

212726

State Surplus Lines License # 1871650



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.

BID FORM

CITY OF SAN JUAN FIRE STATION SEWER LINE REPLACEMENT

Bid Item	Description	Units	Estimated Quantity	Unit Price in Figures	Unit Price in Words	Total Amount Bid
BASE BID						
1	MOBILIZATION	LS	1	\$ 5,000. ⁰⁰	Five thousand and No cent's	\$ 5,000. ⁰⁰
2	INSURANCE & BONDS	LS	1	\$		\$
3	REMOVE ABANDONED SEWER LINE	LF	515	\$ 30. ⁰⁰	Fifteen thous Four hundred and fifty No cent's	\$ 15,450. ⁰⁰
4	DEMO/REMOVE EXIST. SEWER MANHOLE	EA	2	\$ 3000. ⁰⁰	Six thousand and No cent's	\$ 6000. ⁰⁰
5	TIE TO EXIST. SEWER MANHOLE	EA	1	\$ 3500. ⁰⁰	Three thousand five hundred and No cent's	\$ 3,500. ⁰⁰
6	F/I FIBERGLASS MANHOLE (UP TO 6' DEPTH) (WITH CONC. COLLAR)	EA	3	\$ 9800. ⁰⁰	Twenty nine thousand Four hundred and No cent's	\$ 29,400. ⁰⁰
7	F/I EXTRA DEPTH MANHOLE (ADD'L DEPTH > 6')	EA	4	\$ 12,000. ⁰⁰	forty eight thousand and No cent's	\$ 48,000. ⁰⁰
8	F/I 8" PVC SDR-26 SAN. SEWER PIPE (160 PSI PC)	LF	820	\$ 75. ⁰⁰	sixty one thousand Five hundred and	\$ 61,500. ⁰⁰
9	F/I 6" SERVICE LATERAL W/ CLEANOUT	EA	1	\$ 800. ⁰⁰	eight hundred dollar's and No cent's	\$ 800. ⁰⁰

BID FORM

CITY OF SAN JUAN FIRE STATION SEWER LINE REPLACEMENT

Bid Item	Description	Units	Estimated Quantity	Unit Price in Figures	Unit Price in Words	Total Amount Bid
10	TRENCH SAFETY EXCAVATION PROTECTION	LF	820	\$ <u>5.00</u>	Four thousand one hundred and No cents	\$ <u>4,100.00</u>
11	RECONNECT SEWER LINE TO NEW MANHOLE	EA	3	\$ <u>3,500.00</u>	Ten thousand Five hundred and No cents	\$ <u>10,500.00</u>
12	RECONNECT SERVICE SERVICE TO NEW SEWER MAIN	EA	5	\$ <u>1,200.00</u>	Six thousand and No cent	\$ <u>6,000.00</u>
13	F/I BYPASS PUMPING	EA	3	\$ <u>8,500.00</u>	twenty five thousand five hundred and No cents	\$ <u>25,500.00</u>
14	SAWCUT & PATCH ASPHALT	SY	278	\$ <u>50.00</u>	thirteen thousand nine hundred and No cents	\$ <u>13,900.00</u>
15	SAWCUT & PATCH CONCRETE DRIVEWAY	SY	18	\$ <u>1,800.00</u>	thirty two thousand four hundred and No cents	\$ <u>32,400.00</u>
16	SAWCUT & PATCH CONCRETE SIDEWALK	SY	4	\$ <u>1,200.00</u>	forty eight hundred and No cents	\$ <u>4,800.00</u>
17	SAWCUT & REPLACE CURB & GUTTER	LF	8	\$ <u>1,000.00</u>	eight thousand and No cents	\$ <u>8,000.00</u>
18	SAWCUT & REPLACE GUTTER	LF	8	\$ <u>950.00</u>	seven thousand six hundred and No cents	\$ <u>7,600.00</u>
19	SAWCUT & REPLACE VALLEY GUTTER	LF	8	\$ <u>80.00</u>	six hundred forty dollar's and No cents	\$ <u>640.00</u>

BID FORM

CITY OF SAN JUAN FIRE STATION SEWER LINE REPLACEMENT

Bid Item	Description	Units	Estimated Quantity	Unit Price in Figures	Unit Price in Words	Total Amount Bid
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SUBSTITUTIVE ALTERNATE

FROM STA. 5+14.11 TO 8+20

SA 1 F/I 8" PVC SDR-26 SAN. SEWER PIPE (115 PSI PC)	LF	306	\$ <u>75.⁰⁰</u>	twenty two thousand nine hundred and fifty <u>and no cents</u>	dollars <u>\$ 22,950.⁰⁰</u> cents
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CONTRACTOR: Reya Construction

SIGNATURE: [Signature]

BID FORM

CITY OF SAN JUAN FIRE STATION SEWER LINE REPLACEMENT

Bid Item	Description	Units	Estimated Quantity	Unit Price in Figures	Unit Price in Words	Total Amount Bid
20	REMOVE & REPLACE CHAINLINK FENCE	LF	40	\$ <u>25.00</u>	<u>one thousand</u> dollars <u>and No cents</u> cents	\$ <u>1,000.00</u>
21	INSTALL/REMOVE CONSTRUCTION ENTRANCE	EA	2	\$ <u>2,500.00</u>	<u>five thousand</u> dollars <u>and No cents</u> cents	\$ <u>5,000.00</u>
22	BARRICADES, SIGNS, & TRAFFIC HANDLING	LS	1	\$ <u>2,500.00</u>	<u>twenty five hundred</u> dollars <u>and No cents</u> cents	\$ <u>2,500.00</u>

* TOTAL SUM OF LINE ITEM NO. 1 & 2 SHALL NOT EXCEED 10% OF TOTAL CONTRACT AMOUNT

BASE BID SUBTOTAL: Three hundred & two thousand six dollars
and No cents cents \$ 302,066.00

CONTRACTOR: Reya Construction
SIGNATURE: Ken Cruz



**City of San Juan
709 S. Nebraska
San Juan, Texas 78589**

**Project:
Fire Station Sewer Line Replacement
Bid No. 23-003-10-20**

**RDH Site and Concrete, LLC
3809 Clavel St. Suite D
Palmview, Texas 78572**



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

RDH Site and Concrete, LLC
3809 Clavel Street, Suite D
Palmview, TX 78572

SURETY:

(Name, legal status and principal place of business)

American Alternative Insurance Corporation
555 College Road East
Princeton, NJ 08543
Mailing Address for Notices
American Alternative Insurance Corporation
555 College Road East
Princeton, NJ 08543

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: Five Percent of the Greatest Amount Bid

(5% G.A.B.)

PROJECT:

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

City of San Juan Fire Station Sewer Line Replacement
Bid No. 23-003-10-20

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 20th day of October, 2022

(Witness)

(Witness)

Veronica Ramos

RDH Site & Concrete, LLC

(Principal)

(Seal)

By:

(Title)

American Alternative Insurance Corporation

(Surety)

(Seal)

By:

(Title)

Russ Frenzel,

Attorney-in-Fact



Bond Verification

Should you wish to verify the authenticity of this bond, please send your request, including a copy of the bond, via email to:

essuretyuwsupport@munichre.com

Bond Claims or Notices

Should you wish to file any notices to the Surety for this American Alternative Insurance Corporation bond(s) they should be sent via email, including all pertinent correspondence or information to:

essuretyuwsupport@munichre.com

or

Mail to: Munich Re Specialty Insurance
437 Madison Avenue, 26th Floor
New York, NY 10022
Attn: Surety Bond Claims

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Russ Frenzel; Blaine Allen; Brady K. Cox; William D. Baldwin; Brent Baldwin; Michael B. Hill; Keith Rogers; Drew Green; Sam Freireich; Brock Anglin; Cindy Alford; and Yamillec Ramos

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner
President

Attest:

Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo
Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 20th day of October, 2022.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
Deputy General Counsel & Secretary

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

ADDENDUM NO. 1

October 18, 2022

Project No.: 23-003-10-20

Proposed Bid Opening Date: Thursday, October 20, 2022 at 2:00 p.m.

Proposal: "City of San Juan Fire Station Sewer Line Replacement"

As per questions and answers posed at the Pre-Bid Conference on October 12, 2022 and via email, please let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project No. 23-003-10-20 that the following changes be made a part of your bid packet.

ALLOWANCES TO MATERIAL SPECIFICATIONS

Plans and technical specifications call for fiberglass manhole with an integral fiberglass bench, invert and bottom. However, due to a shortage in these types of manholes, the City of San Juan will allow an Open Bottom Fiberglass Manhole with a Concrete Bottom in lieu of a full fiberglass bottom manhole. See detail attached.

CLARIFICATION TO SPECIFICATIONS

1. Acceptance Testing of the newly installed main pipeline and manhole structures shall abide by all testing requirements as stated in the Technical Specifications 02570 – Sanitary Sewers and 02572 – Fiberglass Manholes and Structures.
2. Backfilling of the pipeline shall follow the "Sanitary Sewer (Non-Forcemain) Pipe Bedding Detail" of select excavated backfill compacted to 95% standard proctor density under city streets, parking areas, and driveways.
3. Please note that a gravity sewer pipe of SDR 26 with a pressure rating of 160 psi is being proposed for the base bid due to the proximity of the water. Therefore, installation of all sanitary sewer components shall comply with TCEQ 30 TAC 217.53(D).

I, Teri Puente, acknowledge receipt of ADDENDUM NO. 1 dated, October 18, 2022

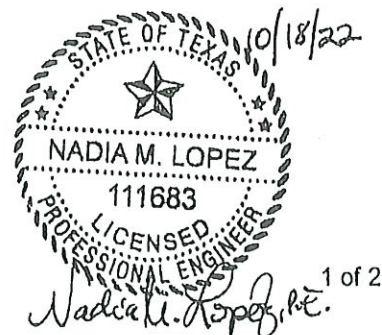
Teri Puente, RDH Site & Concrete, LLC

Printed Bidder Name

10/18/22

Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET



October 18, 2022

RE: ADDENDUM NO.1
Bid No.: 23-003-10-20
"CITY OF SAN JUAN FIRE STATION SEWER LINE
REPLACEMENT"

Dear Gentlemen:

Attached you will find ADDENDUM NO. 1, page 1 of 2 in connection with request for proposal for "City of San Juan Fire Station Sewer Line Replacement"

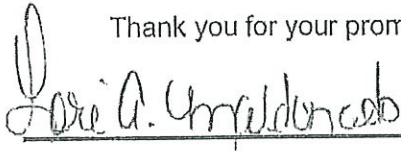
Please add ADDENDUM NO. 1 to your bid packet to permit your company to submit a complete bid. See original bid packet Exhibit "B" Bid Page.

Acknowledge receipt for this ADDENDUM NO. 1 by signing and returning this notice no later than October 19, 2022 at 12:00 P.M. via e-mail (nlopez@samengineering-surveying.com).

If you do not receive all pages of ADDENDUM NO. 1, please notify us immediately at (956) 702-8880.

Please be advised that this ADDENDUM NO. 1 will complete your bid packet for the above stated project and be incorporated into Contract Documents, as applicable. Insofar as the original Contract Documents and Technical Specifications and Drawings are inconsistent, this Addendum governs.

Thank you for your prompt attention to this matter.



Lori A. Maldonado, Purchasing Agent

BY:



ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

Enclosures: Addendum No. 1





NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on **RFB NO. 23-003-10-20 CITY OF SAN JUAN FIRE STATION SEWER LINE REPLACEMENT** as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to **OCTOBER 14, 2022**, so that they may receive any addendums to the specifications should the need arise.

City of San Juan
Attn: Lori A. Maldonado, Purchasing Agent
709 S. Nebraska Avenue, San Juan, Texas 78589
Phone: (956) 223-2204
lmaldonado@sjtx.us

Bidder: RDH Site and Concrete, LLC
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]

Contact Name: Teresa Puente Controller
[Please print or type name] [Title]

Address: 3809 Clavel St. Suite D
[Mailing]

Palmview, Texas 78572
[Street, if different]

Telephone: 956-502-5426
[Print or type telephone number]

Fax: 956-475-3917
[Print or type telephone number]

Email: teri@rdhcompany.com
[Print or type]

EXHIBIT "B"

BID PAGE

City of San Juan
Fire Station Sewer Line Replacement
Bid No.: 23-003-10-20

SCOPE OF WORK DESCRIPTION:
Fire Station Sewer Line Replacement

BASE BID TOTAL: \$ 190,257.50

ADDITIVE ALTERNATE #1 BID TOTAL: \$ 190,257.50

BIDDER/COMPANY NAME: RDH Site and Concrete, LLC

ADDRESS: 3809 Clavel St. Suite D

CITY/STATE/ZIP CODE: 78572

PHONE & FAX NO.'S: Ph:956-502-5426 Fax: 956-475-3917

CELLULAR #: 956-279-0494

AUTHORIZED SIGNATURE: 

PRINTED NAME: Teresa Puente

TITLE: Controller

BID FOR UNIT PRICE CONTRACTS

PLACE City of San Juan

DATE 10/20/2022

PROJECT NO. 23-003-10-20

Proposal of RDH Site and Concrete, LLC (hereinafter called "Bidder") a corporation/ a partnership, or an individual doing business as: RDH Site and Concrete, LLC.

TO the City of San Juan (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of City of San Juan Fire Station Sewer Line Replacement having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or about date to be specified in written "Notice to Proceed" of the owner and to fully complete the project within 60 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$ 250.00 for each consecutive calendar day thereafter as herein after provided in Paragraph 19 of the General Conditions.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	<u>10/18/2022</u>	<u>Addendum No. 1</u>		#2	_____
#3	_____	_____		#4	_____

Bidder agrees to perform all of the City of San Juan Fire Station Sewer Line Replacement work described in the specifications and shown on plans, for the following unit prices:

BID FORM

CITY OF SAN JUAN FIRE STATION SEWER LINE REPLACEMENT

Bid Item	Description	Units	Estimated Quantity	Unit Price in Figures	Unit Price in Words	Total Amount Bid
BASE BID						
1	MOBILIZATION	LS	1	\$ 10,000.00	Ten Thousand Dollars and Zero Cents.	\$ 10,000.00
2	INSURANCE & BONDS	LS	1	\$ 3,750.00	Three Thousan Seven Hundred Fifty Dollars and Zero Cents.	\$ 3,750.00
3	REMOVE ABANDONED SEWER LINE	LF	515	\$ 5.50	Five Dollars and Zero Cents.	\$ 2,832.50
4	DEMO/REMOVE EXIST. SEWER MANHOLE	EA	2	\$ 1,000.00	One Thousand Dollars and Zero Cents.	\$ 2,000.00
5	TIE TO EXIST. SEWER MANHOLE	EA	1	\$ 1,250.00	One Thousand Two Hundred Fifty Dollars and Zero Cents.	\$ 1,250.00
6	F/I FIBERGLASS MANHOLE (UP TO 6' DEPTH) (WITH CONC. COLLAR)	EA	3	\$ 8,000.00	Eight Thousand Dollars and Zero Cents.	\$ 24,000.00
7	F/I EXTRA DEPTH MANHOLE (ADD'L DEPTH > 6')	EA	4	\$ 9,000.00	Nine Thousand Dollars and Zero Cents.	\$ 36,000.00
8	F/I 8" PVC SDR-26 SAN. SEWER PIPE (160 PSI PC)	LF	820	\$ 82.50	Eigthy-two Dollars and Fifty Cents.	\$ 67,650.00
9	F/I 6" SERVICE LATERAL W/ CLEANOUT	EA	1	\$ 1,900.00	One Thousand Nine Hundred Dollars and Zero Cents.	\$ 1,900.00

BID FORM - 1 OF 4

BID FORM

CITY OF SAN JUAN FIRE STATION SEWER LINE REPLACEMENT

Bid Item	Description	Units	Estimated Quantity	Unit Price in Figures	Unit Price in Words	Total Amount Bid
10	TRENCH SAFETY EXCAVATION PROTECTION	LF	820	\$ 2.50	Two Dollars and Fifty Cents.	\$ 2,050.00
11	RECONNECT SEWER LINE TO NEW MANHOLE	EA	3	\$ 1,250.00	One Thousand Two Hundred Fifty Dollars and Zero Cents.	\$ 3,750.00
12	RECONNECT SERVICE SERVICE TO NEW SEWER MAIN	EA	5	\$ 1,500.00	One Thousand Five Hundred Dollars and Zero Cents.	\$ 7,500.00
13	F/I BYPASS PUMPING	EA	3	\$ 1,000.00	One Thousand Dollars and Zero Cents.	\$ 3,000.00
14	SAWCUT & PATCH ASPHALT	SY	278	\$ 52.50	Fifty Two Dollars and Zero Cents.	\$ 14,595.00
15	SAWCUT & PATCH CONCRETE DRIVEWAY	SY	18	\$ 160.00	One Hundred Sixty Dollars and Zero Cents.	\$ 2,880.00
16	SAWCUT & PATCH CONCRETE SIDEWALK	SY	4	\$ 160.00	One Hundred Sixty Dollars and Zero Cents.	\$ 640.00
17	SAWCUT & REPLACE CURB & GUTTER	LF	8	\$ 52.50	Fifty Two Dollars and Fifty Cents.	\$ 420.00
18	SAWCUT & REPLACE GUTTER	LF	8	\$ 52.50	Fifty Two Dollars and Fifty Cents.	\$ 420.00
19	SAWCUT & REPLACE VALLEY GUTTER	LF	8	\$ 52.50	Fifty Two Dollars and Fifty Cents.	\$ 420.00

BID FORM - 2 OF 4

BID FORM

CITY OF SAN JUAN FIRE STATION SEWER LINE REPLACEMENT

Bid Item	Description	Units	Estimated Quantity	Unit Price in Figures	Unit Price in Words	Total Amount Bid
20	REMOVE & REPLACE CHAINLINK FENCE	LF	40	\$ 30.00	Thirty Dollars and Zero Cents.	\$ 1,200.00
21	INSTALL/REMOVE CONSTRUCTION ENTRANCE	EA	2	\$ 750.00	Seven Hundred Fifty Dollars and Zero Cents.	\$ 1,500.00
22	BARRICADES, SIGNS, & TRAFFIC HANDLING	LS	1	\$ 2,500.00	Two Thousand Dollars and Zero Cents.	\$ 2,500.00

* TOTAL SUM OF LINE ITEM NO. 1 & 2 SHALL NOT EXCEED 10% OF TOTAL CONTRACT AMOUNT

BASE BID SUBTOTAL: \$ 190,257.50 dollars One Hundred Ninety Thousand and Fifty cents \$Two Hundred Fifty-seven Dollars

CONTRACTOR: RDH Site and Concrete, LLC

SIGNATURE: 

BID FORM

CITY OF SAN JUAN FIRE STATION SEWER LINE REPLACEMENT

Bid Item	Description	Units	Estimated Quantity	Unit Price in Figures	Unit Price in Words	Total Amount Bid
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SUBSTITUTIVE ALTERNATE

FROM STA. 5+14.11 TO 8+20

SA 1 F/I 8" PVC SDR-26 SAN. SEWER PIPE (115 PSI PC)	LF	306	\$ 82.50	Eighty-two Dollars and Fifty Cents.	dollars cents	\$ 25,245.00
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CONTRACTOR: RDH Site and Concrete, LLC

SIGNATURE: 

The above unit price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond, or Bonds as required by Paragraph 29 of the General Conditions. The bid security G.A.B attached in the sum of \$ _____.

(\$ G.A.B) is to become the property of the Owner in the event that contract and the bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the owner caused thereby.

Respectfully submitted,

RDH Site and Concrete, LLC

Name of Firm

By:

Signature

10/20/2022

Date

Controller

Title

**THIS PROPOSAL MUST BE
SIGNED BY AN OFFICER OF
REPRESENTATIVE DULY
AUTHORIZED BY THE BIDDER.**

3809 Clavel St. Suite D

Address

Palmview, Texas 78572

956-279-0494

Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A One Million Dollar (\$1,000,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of City.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming City of San Juan as an additional insured shall be submitted to City for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the City prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the City. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 09/28/07

Insurance Requirement Acknowledgment

I, Teresa Puente, authorized representative for Controller,
Company/Vendor

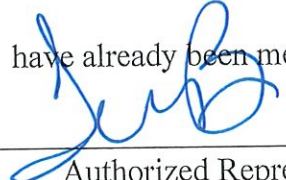
hereby acknowledge receipt of the City's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from the City of San Juan;
- ☐ will acquire additional amounts required to meet the City's requirements within 10 working days after notification from the City of San Juan bid award;

currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- ☐ have already been met, see attached copy of insurance certificate.



Authorized Representative

10/20/2022

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the City of San Juan Purchasing Agent in order to qualify for award of bid and to execute a contract between your Company and the City.

Failure to provide Certificates of Insurance to the City of San Juan Purchasing Agent will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

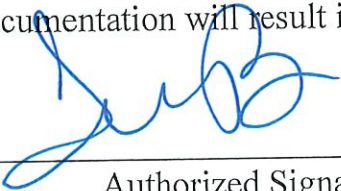
PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Teresa Puente, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: ☒ _____
3. Certificates: ☒ _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with the City of San Juan and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.



Authorized Signature

10/20/2022

Date

RDH Site and Concrete, LLC

Company

3809 Clavel St. Suite D

Address

Palmview, Texas 78572

City, State, Zip



Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE**
in accordance with 49 Code of Federal Regulations Part 26

RDH Site and Concrete, LLC (VN: 90968)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month. Current certification information will be listed in the Texas Unified Certification Program (TUCP) Directory located at <https://txdot.txdotcms.com>

December 4, 2017

Date Issued

Michael D. Bryant
Director
Civil Rights Division



**CITY OF SAN JUAN
PURCHASING DIVISION
VENDOR APPLICATION
(SUBMIT WITH CURRENT W9 FORM)**

Company Name: <u>RDH Site and Concrete, LLC</u>	Telephone No. () <u>956-502-5426</u>
Mailing Address: <u>3809 Clavel St. Suite D</u>	Fax No. () <u>956-475-3917</u>
Physical Address: <u>3809 Clavel St. Suite D</u>	<u>46-5377221</u>
City, State, Zip <u>Palmview, Texas 78572</u>	Federal Tax I.D.# or Social Security # <u>Palmview, Texas 78572</u>
Remit Address: <u>3809 Clavel St. Suite D Palmview, Texas 78572</u>	
E-Mail Address: <u>teri@rdhcompany.com</u>	
Representative(s) Name(s) & Title(s) <u>Dianaly De Hoyos-General Manager, Rogelio De Hoyos-Owner, Teresa Puente-Controller & Melissa Rosas-Office Manager</u>	
Type of Organization (check one): ☐ Individual ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Sole Proprietor ☒ Other, Specify <u>LLC</u>	
Type of Business (check one): ☐ Manufacturer ☐ Wholesaler ☐ Retailer ☐ Distributor ☐ Service Organization ☒ Other, Specify <u>Prime Contractor</u>	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Dianaly De Hoyos-General Manager, Rogelio De Hoyos-Owner & Teresa Puente-Controller</u>	
What type of product(s) is/are solicited by your company? 	
Would you like to be provided with specifications for procurements of such products? (☒ Yes () No	
To be completed by City of San Juan: Received by (Purchasing): _____ Date: _____	

The City requires that you furnish a certificate of insurance as required by Texas Labor Code 406.096, prior to commencement of any work/service. Coverage must be as follows (minimum amounts):

Worker's Compensation
Comprehensive General Liability
Bodily Injury Property Damage
(Per Occurance)

Please return this form by mail or email:

Statutory
\$1,000,000
\$1,000,000

City of San Juan
Purchasing Office
709 S. Nebraska
San Juan, Texas 78589
Phone: (956)223-2204
lmaldonado@sitx.us

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. RDH SITE AND CONCRETE, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 3809 Clavel St. Suite D	Requester's name and address (optional)
	6 City, state, and ZIP code Palmview Tx, 78572	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

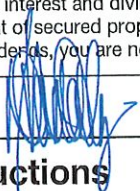
Social security number								
			-				-	
or								
Employer identification number								
4	6		-	5	3	7	7	2 2 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person ► 

Date ► **10/20/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Non-Collusion Affidavit Of Prime Bidder

State of Texas §

County of Hidalgo §

Hidalgo, being first duly sworn, deposes and says that:

(1) He Teresa Puente, of
Controller, the Bidder that has submitted the attached Bid:

- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:
- (3) Such bid is genuine and is not a collusive or sham Bid:
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

Controller

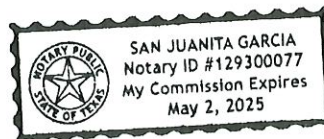
(Title)

Subscribed and sworn to before me this
day of 20th of Oct, 2022.

SAN JUANITA GARCIA

(Title)

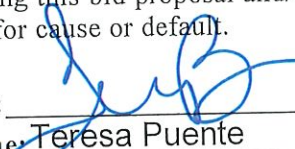
My Commission expires 05/02/25



Certification Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: Teresa Puente
Title: Controller
DUNS No. : 079449412
Telephone Number: 956-279-0494
Date: 10/20/2022

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

***** STAFF ONLY *****

VERIFICATION

DATE VERIFIED ON SAM: _____

HAS ACTIVE EXCLUSIONS? _____ YES _____ NO

EMPLOYEE NAME: _____

EMPLOYEE SIGNATURE: _____

CITY OF SAN JUAN
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT
OPPORTUNITY INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BIDDER

NAME AND ADDRESS OF BIDDER *(Includes ZIP Code)*

RDH Site and Concrete, LLC
3809 Clavel St. Suite D
Palmview, Texas 78572

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clauses.

☒ Yes ☐ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☒ Yes ☐ No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

☐ Yes ☒ No ☐ None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☒ No

NAME AND TITLE OF SIGNER *(Please type)*:

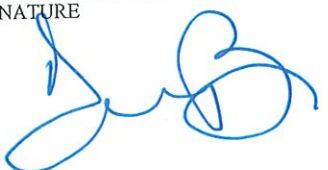
Teresa Puente - Controller

SIGNATURE



DATE

10/20/2022

CITY OF SAN JUAN CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS	
This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.	
SUBCONTRACTOR'S CERTIFICATION	
NAME AND ADDRESS OF BIDDER <i>(Includes ZIP Code)</i> RDH Site and Concrete, LLC 3809 Clavel St. Suite D Palmview, Texas 78572	
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clauses. ☐ Yes ☒ No	
2. Compliance reports were required to be filed in connection with such contract or subcontract. ☐ Yes ☒ No	
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. ☐ Yes ☒ No ☐ None Required	
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? ☐ Yes ☒ No	
NAME AND TITLE OF SIGNER <i>(Please type)</i> Teresa Puente - Controller	
SIGNATURE 	DATE 10/20/2022



200 S. 10th Street, Suite 1500
McAllen, Texas 78501
Phone: (956) 702-8880
Fax: (956) 702-8883
Engineering Firm Reg # 10602
Surveying Firm Reg # 101416-00
Architectural Firm Reg # BR 4166
DUNS 834820735
CAGE CODE 66N60

BID TABULATION

CITY OF SAN JUAN FIRE STATION SEWER LINE REPLACEMENT

BID NO. 23-003-10-20

Bid Opening: Ocotober 20, 2022 @ 2:00 p.m.

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	RDH Site and Concrete, LLC		Reya Construction		Mcallen Multi-service	
				UNIT PRICE	TABULATION	UNIT PRICE	TABULATION	UNIT PRICE	TABULATION
	BASE BID								
1	MOBILIZATION	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00
2	INSURANCE & BONDS	LS	1	\$ 3,750.00	\$ 3,750.00	\$ -	\$ -	\$ 12,500.00	\$ 12,500.00
3	REMOVE ABANDONED SEWER LINE	LF	515	\$ 5.50	\$ 2,832.50	\$ 30.00	\$ 15,450.00	\$ 60.00	\$ 30,900.00
4	DEMO/REMOVE EXIST, SEWER MANHOLE	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 6,000.00	\$ 2,500.00	\$ 5,000.00
5	TIE TO EXIST, SEWER MANHOLE	EA	1	\$ 1,250.00	\$ 1,250.00	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00	\$ 7,000.00
6	F/I FIBERGLASS MANHOLE (UP TO 6' DEPTH) (WITH CONC.CO)	EA	3	\$ 8,000.00	\$ 24,000.00	\$ 9,800.00	\$ 29,400.00	\$ 12,000.00	\$ 36,000.00
7	F/I EXTRA DEPTH MANHOLE (ADD'L DEPTH > 6')	EA	4	\$ 9,000.00	\$ 36,000.00	\$ 12,000.00	\$ 48,000.00	\$ 7,000.00	\$ 28,000.00
8	F/I 8" PVC SDR-26 SAN. SEWER PIPE (160 PSI PC)	LF	820	\$ 82.50	\$ 67,650.00	\$ 75.00	\$ 61,500.00	\$ 280.00	\$ 229,600.00
9	F/I 6" SERVICE LATERAL W/ CLEANOUT	EA	1	\$ 1,900.00	\$ 1,900.00	\$ 800.00	\$ 800.00	\$ 3,500.00	\$ 3,500.00
10	TRENCH SAFETY EXCAVATION PROTECTION	LF	820	\$ 2.50	\$ 2,050.00	\$ 5.00	\$ 4,100.00	\$ 15.00	\$ 12,300.00
11	RECONNECT SEWER LINE TO NEW MANHOLE	EA	3	\$ 1,250.00	\$ 3,750.00	\$ 3,500.00	\$ 10,500.00	\$ 4,000.00	\$ 12,000.00
12	RECONNECT SERVICE TO THE NEW SEWER MAIN	EA	5	\$ 1,500.00	\$ 7,500.00	\$ 1,200.00	\$ 6,000.00	\$ 3,500.00	\$ 17,500.00
13	F/I BYPASS PUMPING	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 8,500.00	\$ 25,500.00	\$ 1,000.00	\$ 3,000.00
14	SAWCUT & PATCH ASPHALT	SY	278	\$ 52.50	\$ 14,595.00	\$ 50.00	\$ 13,900.00	\$ 80.00	\$ 22,240.00
15	SAWCUT & PATCH CONCRETE DRIVEWAY	SY	18	\$ 160.00	\$ 2,880.00	\$ 1,800.00	\$ 32,400.00	\$ 120.00	\$ 2,160.00
16	SAWCUT & PATCH CONCRETE SIDEWALK	SY	4	\$ 160.00	\$ 640.00	\$ 1,200.00	\$ 4,800.00	\$ 120.00	\$ 480.00
17	SAWCUT & REPLACE CURB & GUTTER	LF	8	\$ 52.50	\$ 420.00	\$ 1,000.00	\$ 8,000.00	\$ 110.00	\$ 880.00
18	SAWCUT & REPLACE GUTTER	LF	8	\$ 52.50	\$ 420.00	\$ 950.00	\$ 7,600.00	\$ 140.00	\$ 1,120.00
19	SAWCUT & REPLACE VALLEY GUTTER	LF	8	\$ 52.50	\$ 420.00	\$ 80.00	\$ 640.00	\$ 150.00	\$ 1,200.00
20	REMOVE & REPLACE CHAINLINK FENCE	LF	40	\$ 30.00	\$ 1,200.00	\$ 25.00	\$ 1,000.00	\$ 86.00	\$ 3,440.00
21	INSTALL/REMOVE CONSTRUCTION ENTRANCE	EA	2	\$ 750.00	\$ 1,500.00	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00	\$ 2,000.00
22	BARRICADES, SIGNS, & TRAFFIC HANDLING	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00
	GRAND TOTAL BID				\$ 190,257.50		\$ 291,590.00		\$ 432,820.00

	SUBSTITUTE ALTERNATE								
	FROM STA. 5+14.11 TO 8+20								
SA 1	F/I 8" PVC SDR-26 SAN. SEWER PIPE (115 PSI PC)	LF	306	\$ 82.50	\$ 25,245.00	\$ 75.00	\$ 22,950.00	\$ -	\$ -

ITEMS HIGHLIGHTED AS BELOW DENOTES TABULATION DIFFERS FROM SUBMITTED BID

 FINAL CONTRACT AMOUNT DIFFERS FROM SUBMITTED BID

 NO BID RECEIVED

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
NOVEMBER 22, 2022

Discuss and Consider Selection of the Depository Services 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, 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
Texas Regional Bank -McAllen, Texas

RECOMMENDATION:

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

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

City of San Juan RFP For Depository Services

Beginning October 1, 2022 through September 30, 2024

Rates:

ECR
Interest Bearing
Index
Money Market
Sweep

Avg. Monthly Balance \$20,668,932.00

Annual Interest Earned
Monthly Interest Earned
Monthly Service Fees
Monthly Earning Credit

Total Monthly Service Fees

Net Monthly Interest Income

Annual Interest Income

TNB	LSNB	PLN CAP	TRB
N/A	2.25%	1.75%	0.20%
0.30%	1.73%	N/A	0.75%
Fixed Rate	65% of 13 week T-Bill	N/A	Fixed Rate
1.00%	N/A	N/A	0.75%
N/A	N/A	0.40%	0.75%
62,006.80	357,572.52	0	155,016.99
5,167.23	29,797.71	0	12,918.01
-	1,820.33	1,030.20	1,503.82
-	38,754.25	36,170.63	41,337.86
-	-	1,030.20	1,503.82
5,167.23	29,797.71	-	12,918.01
62,006.80	357,572.52	-	155,016.99

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 26
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					0.00					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 Mo Volume	Proposed			Proposed			Notes	Proposed			Notes	Proposed		
		Fee	Extended	Notes	Fee	Extended	Notes		Fee	Extended	Notes				
Average Relationship Balance															
Online Images Stored	0	0.0000	0.00		0.0000	0.00			0.5000	0.00	1/100 per item fee		0.0000	0.00	
STMT Item Images Retrieved	13	0.0000	0.00		0.0000	0.00			0.0000	0.00			0.0000	0.00	
Remote CR/DR	849	0.0800	67.92		0.0000	0.00			0.3000	254.70	Per Deposit		0.0000	0.00	
Remote Deposit Per Item	0	0.0000	0.00		0.0000	0.00			0.0800	0.00					
Scanner Maintenance						0.00			50.0000	0.00	Monthly lease fee per scanner		0.0000	0.00	
Premium Reporting			0.00			0.00			25.0000	0.00					
Cash Processing Services															
Branch Cash Dep Immed Ver	0	0.0007	0.00		0.0000	0.00			1.25000	0.00			0.0000	0.00	
ND Branch Cash Dep Immed Ver	0	0.0007	0.00		0.0000	0.00			1.25000	0.00			0.0000	0.00	
ND Branch Cash Dep NonCnfrm	0	0.0007	0.00		0.0000	0.00			1.25000	0.00			0.0000	0.00	
Change Order	0	4.0000	0.00		0.0000	0.00			1.0000	0.00			0.0000	0.00	
Loose Currency	118,484	0.2500			0.0000	0.00			0.0013	148.11	Per \$1,000		0.0008	94.79	
Full Strapped Currency	3,425	0.2500	856.25		0.0000	0.00			0.0013	4.28	Per \$1,000		0.0005	1.71	
Partl Strapped Currency	0	0.0000	0.00		0.0000	0.00			0.3000	0.00			0.0000	0.00	
Rolled Coins	0	0.0000	0.00		0.0000	0.00			0.1000	0.00	Per Pair		0.0000	0.00	
Disbursement Services															
Positive Pay monthly base			0.00		0.0000	0.00			10.0000	0.00	check Positive Pay per acct		0.0000	0.00	
Positive Pay exception - online image			0.00		0.0000	0.00			0.0000	0.00			0.0000	0.00	
Positive Pay exception check returned			0.00	pp excep	0.0000	0.00			4.0000	0.00			0.0000	0.00	
Positive Pay checks with no issue record			0.00	pp excep	0.0000	0.00			0.1000	0.00			0.0000	0.00	
Payee Match									10.0000	0.00	Per Account				
Payee validation - standard item			0.00	online pp item	0.0000	0.00			0.1500	0.00	per item		0.0000	0.00	
Payee Match Exception		0.0000	0.00		0.0000	0.00			0.1000	0.00			0.0000	0.00	
Positive Pay verification call			0.00		0.0000	0.00			0.0000	0.00			0.0000	0.00	
Positive Pay exception per item			0.00		0.0000	0.00			0.1000	0.00			0.0000	0.00	
ARP partial - monthly maintenance	0		0.00			0.00			0.0000	0.00	Included in Positive Pay Mod		0.0000	0.00	
ARP partial recon per item			0.00			0.00			0.0000	0.00	Included in Positive Pay Mod		0.0000	0.00	
ARP output transmission			0.00			0.00			0.0000	0.00	Included in Positive Pay Mod		0.0000	0.00	
Full Account Recon -Per Account			0.00			0.00			40.0000	0.00			0.0000	0.00	
Partial Account Recon-Per Account			0.00			0.00			20.0000	0.00			0.0000	0.00	
Deposit Account Recon-Per Account			0.00			0.00			30.0000	0.00					
Account Reconciliation Module			0.00			0.00			25.0000	0.00	see Positive Pay per item fee		0.0000	0.00	
Outgoing transmission per item			0.00			0.00			0.0000	0.00			0.0000	0.00	
Online Pos Pay IMG Retrieved	0	0.0000	0.00		0.0000	0.00			0.0000	0.00			0.0000	0.00	
Online POS Pay Exceptions	0	0.0000	0.00		0.0000	0.00			0.1000	0.00			0.0000	0.00	
Online POS Pay Per Item	0	0.0000	0.00		0.0000	0.00			0.0500	0.00			0.0000	0.00	
Image POS Pay W/O Recon	0	0.0000	0.00		0.0000	0.00			0.0000	0.00			0.0000	0.00	
ALERT- Final PP Exc Email	0	0.0000	0.00		0.0000	0.00			0.0000	0.00			0.0000	0.00	
ALERT- Final PP Exc Phone	0	0.0000	0.00		0.0000	0.00			0.0000	0.00	Test Alert		0.0000	0.00	
Disbursement Services - Ebanking															
Ebanking Stop Payment	2	17.5000	35.00		0.0000	0.00			15.0000	30.00			17.0000	34.00	
General ACH Services															
ACH Return Item-Debit	3	8.0000	24.00		0.0000	0.00			2.0000	6.00			3.9900	11.97	
ACH Authorization Services	0	0.0000	0.00		0.0000	0.00	Mo Maint		0.0000	0.00	See ACH maintenance		0.0000	0.00	
Enhanced Ach Auth Service	0	0.0000	0.00		0.0000	0.00			10.0000	0.00	Same day ACH - per originate		0.0000	0.00	
ACH Auth Services -Per Item	0	0.0000	0.00	per item blk	0.0000	0.00			0.1600	0.00			0.0000	0.00	
ORIG Item NOC Repair	0	0.0000	0.00		0.0000	0.00			2.0000	0.00			0.0000	0.00	
UnAuth Return Surcing Item	0	0.0000	0.00		0.0000	0.00			6.0000	0.00			0.0000	0.00	
ACH Services- E-Banking															
ACH Maintenance	1	20.0000	20.00		0.0000	0.00			15.0000	15.00			20.0000	20.00	
ACH Direct File Upload Module	0								0.0000	0.00			0.0000	0.00	
ACH Debit - Per Item	598	0.1000	59.80		0.0000	0.00			0.1600	95.68			0.1500	89.70	
ACH one day item			0.00			0.00			1.0000	0.00			0.0000	0.00	
ACH Two Day Item			0.00			0.00			0.1600	0.00			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		0.0000	9.00	
ACH Return Item - Credit	0	2.0000	0.00		0.0000	0.00		2.0000	0.00		0.0000	0.00	
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 Change	0.0000	0.00	
ACH NOC transmission advice - off-us			0.00			0.00			0.00	See ACH Notification of Change	0.0000	0.00	

	Average Mo Volume	Proposed Fee		Notes		Proposed Fee		Extended		Notes		Proposed Fee		Extended		Notes	
		20,668,932		Extended		Extended		Extended		Extended		Extended		Extended		Extended	
Average Relationship Balance																	
EDI Services																	
EDI On-Line RPTG Per Day	0	0.0000		0.00				0.00				0.0000		0.00		0.0000	
EDI Items On-Line	0	0.0000		0.00				0.00				0.0000		0.00		0.0000	
EDI One-time Customer Setup												30.0000					
EDI 822 Reporting Fee												25.0000					
EDI 822 File Setup Fee												1000.0000					
Wire & Other Funds Trans Svcs																	
Incoming Wire	2	10.0000		20.00		0.0000		0.00				8.0000		16.00		12.5000	
Outgoing Wire	0	0.0000		0.00		0.0000		0.00				35.0000		0.00		0.0000	
Wire Notification - Fax/Online	0	0.0000		0.00		0.0000		0.00				1.0000		0.00		0.0000	
Email wire notification												0.0000				0.0000	
Book Transfers	0			0.00		0.0000		0.00				3.0000		0.00		0.0000	
Wire Services- E-Banking																	
Outgoing Customer Repetitive	0	0.0000		0.00		0.0000		0.00		0.00 web		10.0000		0.00		0.0000	
Outgoing Domestic Wire	6	15.0000		90.00		0.0000		0.00		0.00 web		10.0000		60.00		8.0000	
Wire Transfer Maintenance	0	0.0000		0.00		0.0000		0.00		0.00		0.2000		0.00		0.0000	
Ebanking Account Transfer	0	0.0000		0.00		0.0000		0.00		0.00		0.0000		0.00		0.0000	
E-Access Wire Only/Addl	0	0.0000		0.00		0.0000		0.00		0.00		0.0000		0.00		0.0000	
Outgoing Wire-International US\$												55.0000				0.0000	
OPTIONAL SERVICES																	
Chd Mo Maintenance				0.00				0.00		0.00		0.0000		0.00		0.00	at cost
Per check				0.00				0.00		0.00		0.0000		0.00		0.00	at cost
Per attachment				0.00				0.00		0.00		0.0000		0.00		0.00	at cost
Pay Mo Maintenance				0.00				0.00		0.00		0.0000		0.00		0.00	n/a
Per card issuance				0.00				0.00		0.00		0.0000		0.00		0.00	n/a
Ref Digital Check CX 30																	

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	same day or armored car sys sc
k	ACH assistance	yes TRB will work with city	yes	bank can provide ACH origination
l	Online City portal collections	yes TRB does provide	no	multiple - no detail
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
q	Fees total on sample?	\$35.00/\$0.00	0.00/0.00	\$90.54
				\$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
b	Notifications for return items	yes, contract phone & email	next day of trans (email)	chargeback and mail advice - notice by email
c	Second presentment processing as ACH	no	no	checXchange
d	RCK reconciliation process	no	no	report of transaction - save it and use it
e	Images online? How long?	7 years	online - email available online for 24 months	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
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	yes, dr & cr
d	Employee checks free	yes	yes	yes with ID

	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 instructios	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	

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
NOVEMBER 22, 2022

Discussion and Possible Action Regarding a Request for the Use of Municipal Park to Host High School Soccer Games for Vanguard Academy Charter School.

STAFF COMMENTS AND RECOMMENDATIONS:

Staff does not have an issue with the request for use of the soccer field for home soccer games and practice so long as they do not interfere with the City of San Juan youth programs. In addition, we would need to charge a fee of \$ 200 per game to cover costs that the city would incur to host the event.

RECOMMENDATION:

Staff recommends approval of this item.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



VANGUARD ACADEMY CHARTER SCHOOL

A PURPOSE IN LIFE, A REASON FOR LEARNING

Nov. 16, 2022.

Dear Mr. Ramiro Moreno,

My name is Hernan Figueroa, and I am Vanguard Academies' athletic director. In the past, as well as in the present, our athletes at Vanguard Academies have been blessed with using the city's athletic facilities. Our students are blessed to partake in the many athletic events hosted by your Parks and Recreation department, from volleyball, basketball, flag football, and soccer among other activities. Therefore, on behalf of Vanguard Academies, and by means of this email, I respectfully request the use of the City of San Juan's soccer field located in your municipal park for our high school boys' and girls' teams to use for their home field games and to practice. We will make sure that all the rules and regulations pertaining to the park and the field will be strictly upheld, and if there is a fee that we must cover, we will gladly cover it. Thank you for your consideration on this matter. We pray we hear from you soon with good news for our students/athletes.

My email address is hfigueroa@vanguardac.net, and my cell phone is 956-605-6970. Please feel free to contact me if there are any questions. Thank you and May the Lord bless you and your families.

Respectfully: Hernan Figueroa
Vanguard Academies A.D.

2022-2023 Varsity Boys/Girls Soccer Schedule Mozart

Date	Opponent	Location	Time
1/24/2023	Idea North Mission	Home	6:00pm
1/27/2023	Idea Pharr	Away	6:00pm
1/31/2023	Vanguard Edinburg	Home	6:00pm
2/3/2023	Vanguard Pharr	Away	6:00pm
2/7/2023	Zapata	Home	6:00pm
2/10/2023	La Grulla	Away	6:00pm
2/14/2023	Hidalgo	Home	6:00pm
2/17/2023	Idea North Mission	Away	6:00pm
2/21/2023	Idea Pharr	Home	6:00pm
2/24/2023	Vanguard Edinburg	Away	6:00pm
2/28/2023	Vanguard Pharr	Home	6:00pm
3/3/2023	Zapata	Away	6:00pm
3/7/2023	La Grulla	Home	6:00pm
3/10/2023	Hidalgo	Away	6:00pm

Girls will play at the opposite location

*JV will start at 6:00pm and Varsity will start at 7:30pm (except vs. Zapata)

Soccer Tentative: Important Dates:

1st Day of Practice: 28, 2022

1st Scrimmage: Dec. 9, 2022

1st Non-District Game: Dec. 29, 2022

1st District Game: Jan. 27, 2023

District Certification: Mar. 21, 2023

All District Selection Meeting: Mar. 29, 2023

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
NOVEMBER 22, 2022

Consider Approval of the Meeting Minutes Amendment for the February 9, 2021, Regular City Commission Meeting.

STAFF COMMENTS AND RECOMMENDATIONS:

Amending the Meeting Minutes for the Regular City Commission Meeting held on February 9, 2021.

RECOMMENDATION:

Staff recommends approval as presented.

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, February 09, 2021

TIME: 6:00 p.m.

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

MEMBERS PRESENT: Mario Garza, Mayor
Leonardo “Lenny” Sanchez, Mayor Pro-Tempore
Jesus “Jesse” Ramirez, Commissioner
Ernesto “Neto” Guajardo, Commissioner
Marco “Markie” Villegas, Commissioner
Rick Palacios, City Attorney

STAFF PRESENT: Benjamin Arjona, City Manager
Diana Cavazos, City Secretary
Tirso Garza, Chief of Fire
Ruben Morin, Chief of Police
Leroy Gonzalez, Director of Finance
Adelaida Cordero, Director of Human Resources
Armandina Segin, Library Director
Patrick Willingham, Director of Parks & Recreation
Roberto Escobar, Director of Planning
Roel Garza, Director of Sanitation/ Public Works
David Salinas, Director of Utilities
Mary Enriquez, Court Administrator
Pat Karr, Director of Information Technology

ORDER OF BUSINESS

I. CALL MEETING TO ORDER:

Mayor Mario Garza called meeting to order at 6:00p.m.

II. INVOCATION:

Benjamin Arjona, City Manager led the Invocation.

III. PLEDGE OF ALLEGIANCE:

Mayor Mario Garza led the Pledge of Allegiance.

IV. PUBLIC COMMENTS:

- A. It is the Intent of the City Commission to Conduct this Meeting Primarily via Teleconference Pursuant to the Open Meetings Act Procedures Announced by Governor Abbott. Due to the COVID-19 Pandemic, the City has Established an Alternative for Residents to Make Public Comments During the Meeting. If you Would Like to Participate Under Public Comments, You Must Submit a Request Beginning Friday, February 5, 2021 by (1) Sending an Email to publiccomments@sjtx.us or (2) by Dropping Off the Request in the Drop Box Next to the Drive-

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, FEBRUARY 09, 2021**

Thru Behind City Hall at 709 S. Nebraska San Juan, Texas 78589. All Requests Must be Received no Later than 5:00 p.m. on Tuesday, February 9, 2021. Your Request Should Include Your Name, Address, Telephone Number and Your Comment. We Ask for Everyone's Cooperation with this Procedure.

DISCUSSION: There were no public comments.

V. PRESENTATIONS:

- A.** Presentation for It's Time Texas Community Challenge for all Texan's to Make Healthy Life Style Choices that Improve Physical, Mental and Emotional Well Being.

DISCUSSION: Diana Cavazos, City Secretary, read that after an unprecedented year, we're hitting restart as the coronavirus continues to impact our communities. Staying healthy is more important than ever, so commit by joining your community in the 2021 It's Time Texas Community Challenge. Mrs. Cavazos presented Joel Cavazos with the PSJA District, who gave a short presentation on the challenge. Mr. Cavazos stated the ITT Challenge is promoting good health and wellbeing for mental health, and it's been going on for several years, and he knows that PSJA went into this challenge to promote these initiatives for the past three or four years as a district. They didn't do so well the first year, but last year they got first place, and this year they're in first place again, passing Pasadena, and Mayors and residents are joining as well as our neighbor cities.

- B.** Presentation on Emergency Management Update for 2020, Upcoming 2021 Hurricane Season and Covid-19 Vaccine Community Clinic.

DISCUSSION: Tirso Garza, Fire Chief, gave a recap of the 2020 year. Chief Garza mentioned that for Hurricane Hannah, they compiled some numbers and submitted them to the county for our daily DSO summary and free landfall, and they had sandbag distribution with 3,000 sandbags distributed. He added that, as far as the public assistance that was submitted to the county for debris clearance, it was a total of \$38,017.18 and the emergency proactive measures that were taken in preparation for each landfall were \$23,566.99. Also, buildings and equipment, as far as damages, were worth \$22,529.62. The Public Utility System, Mr. David Salinas, had a pretty massive deficit with a total of \$52,550, and recreational was \$16,176. He added that some of these numbers might be additional, but there are the ones that were submitted to his office, and they were submitted to the county. Mayor Mario Garza asked who would have the reimbursement totals. Chief Garza replied that they go through risk management. Mayor Garza was asked to present a report at the next commission meeting. Chief Garza stated that in 2020, when the pandemic kicked off, they purchased masks and other supplies for the employees, and in July they contacted the state, and we now have 10,000 K95 masks for public safety and 10,000 three-ply masks. He stated that he met with Mr. Arjona to discuss the possibility of selecting a date to run the COVID vaccination clinic here in San Juan. Furthermore, he stated that he had already contacted the EMS provider to join them and that the school district was another option. Mayor Garza recommend Chief Garza to contact the Dioses, Chief Garza moved forward stating his plan. Mayor Garza advised to please post this information on social media once we have the set date.

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

DISCUSSION: Commissioner Jesus "Jesse" Ramirez asked Roberto Escobar, Director of Planning and Zoning under health department there was 20 letters sent out but only 8 renewed their business permit, what happened to the other 12. Mr. Escobar replied, it all depends where they're at in the process during that month when they mailed out the letters. Then they will end up coming in or they send out the health inspector. Commissioner Ramirez asked Mr. Patrick Willingham, Director of Parks and Recreation if the baseball fields

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, FEBRUARY 09, 2021**

were been rented out to which Mr. Willingham responded that for practices yes. Commissioner Ernesto Guajardo asked if the football field was available for everyone to which Mr. Willingham responded yes. Commissioner Ramirez asked Mr. Willingham for the outcome on the pony baseball. Mr. Willingham responded that they didn't have anything concrete; they were trying to pull the valley cities as far as who would be interested in hosting but they haven't received a definite response. But we do want to do something for the kids to keep them active. Commissioner Marco Villegas asked if they could please start generating monies for the pony league. Mayor asked Mr. Willingham to also consider the girls softball as well. Mr. Willingham agreed.

PUBLIC HEARINGS

- A.** Hold a Public Hearing for the Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "Micheladas y Mariscos El Primo" located at 1209 E. FM 495, legally described as Lot 30, Morning wood Subdivision, located at the Northwest corner of FM 495 and Cesar Chavez Road, as Requested by Georgina Garza de Luna.

DISCUSSION: Roberto Escobar, Director of Planning and Zoning, stated this request was for a conditional use permit at a restaurant for the on-premise sale of alcohol and late hours. Mr. Escobar also stated this was a public hearing, which gave the public a chance to give any comments. He mentioned some of the conditions that the applicant had to comply with: TABC license, occupational license, fire inspection, and health permit. Furthermore, the Planning and Zoning Commission approved this request. Mayor Garza opened the Public Hearing at 6:31pm

Mayor Garza closed the Public Hearing at 6:31pm.

Commissioner Ernesto "Neto" Guajardo made motion to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0).

- B.** Hold a Public Hearing for a Conditional Use Permit to allow a Portable Food Concession Stand at 2023 N. Veterans Boulevard, legally described as the West 410.72 feet of the North 530.40 feet of Lot 10, Block 5, John Closner Subdivision, located at the Southeast corner of Sioux Road and Veteran's Boulevard, as Requested by Leticia and Juan Rodriguez.

DISCUSSION: Roberto Escobar, Director of Planning and Zoning, stated the applicant was requesting a conditional use permit for a portable food concession stand located at the corner of Sioux and Veterans Boulevard, submitted by Leticia Rodriguez. Mr. Escobar stated that the advertisement and notices were distributed to the residents. He mentioned that they've allowed concession stands in the past and that they would only have to obtain their occupational license, fire inspection, and health permit. concluded by stating that the Planning and Zoning Commission approved this request.

Mayor Garza opened the Public Hearing at 6:32pm

Commissioner Ernesto "Neto" Guajardo asked if this was located in the corner of Sioux and Veterans. Mr. Escobar responded, yes. Commissioner Guajardo asked if we required restrooms for the trailer that he wants to put on the property. Mr. Escobar responded, yes and they would have portables. Commissioner Jesus "Jesse" Ramirez mentioned that no minutes were provided for the meeting regarding this item, but he wanted to know the reason why one member voted against. Mr. Escobar responded that she mentioned that there was no pavement, so they had issues with having a lot of mud in the area, but Mr. Escobar mentioned that a lot of these trucks won't sell when it's raining.

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Mayor Garza closed the Public Hearing at 6:34pm.

Commissioner Marco “Markie” Villegas made motion to approve and was seconded by Mayor Pro Tem Leonardo “Lenny” Sanchez. Opposed by Commissioner Jesus “Jesse” Ramirez. Motion Passed (4-1).

- C. Hold a Public Hearing for a Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at “Wacky Snacks” at 4101 N. Veterans Boulevard, legally described as the West 132.37 feet of the North 120 feet of Lot 5, Block 5, John Closner Subdivision, located at the Northwest corner of 41st Street and Veterans Boulevard, as Requested by Merced Leal.

DISCUSSION: Roberto Escobar, Director of Planning and Zoning, stated the applicant is applying for an on-premise consumption permit for TABC sales. As they want to be able to open the alcohol to make the mixed drinks or micheladas. Mr. Escobar stated nobody is actually drinking on site, but they have to obtain this permit in order to sell those drinks.

Mayor Garza opened the Public Hearing at 6:35pm

Commissioner Ernesto “Neto” Guajardo asked if this was a drive-thru. Mr. Escobar replied, yes.

Mayor Garza closed the Public Hearing at 6:35pm.

Commissioner Ernesto “Neto” Guajardo made motion to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (5-0).

- D. Hold a Public Hearing for the Voluntary Annexation Petition of the Proposed Meadows on Ridge being 5.42 acre tract of land out of Lot 12, Block 31, Alamo Land and Sugar Company’s Subdivision, as per map recorded in Volume 1, Pages 24 thru 26, Map Records, Hidalgo County, Texas, located at the Southwest corner of Ridge and Cesar Chavez Road, as Requested by Esponjas Development, LTD.

DISCUSSION: Roberto Escobar, Director of Planning and Zoning, stated this property is located on Cesar Chavez and Ridge Road; there are 5.42 acres that are located outside the city and 27 acres that are within the city. Mr. Escobar stated it would be a residential development, and they were requesting a voluntary annexation. Furthermore, the city is required to have two public hearings on the ordinance and would also have to provide a service plan to the property, including water, sewer, police, fire, trash, and brush services. And once annexed, they would send letters to the agencies: the appraisal district, county, elections department, TXDOT, Texas Gas, North Alamo Water Supply Corporation, and the school district. Mr. Escobar also stated this was a public hearing, which gave the public a chance to give any comments.

Mayor Garza opened the Public Hearing at 6:36pm

Alfonso Quintanilla, with Quintanilla Headley & Associates Engineers from Edinburg, stated that he is the project engineer representing Mr. Cantu on this property. The entire property is 33.93 acres, during the submittal and review with the Planning Department, they were notified that this particular 5.42 acres is outside the city limits, and that’s why we are asking to please consider annexation of that portion of the 5.42 acres.

Mayor Garza closed the Public Hearing at 6:38 p.m.

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Commissioner Jesus “Jesse” Ramirez made motion to approve and was seconded by Mayor Pro Tem Leonardo “Lenny” Sanchez. Motion Passed (5-0).

- E. Hold a Public Hearing for the Voluntary Annexation Petition of the Proposed Valley Ranch Subdivision being 23.70-acre tract of land out of Lot 6, Block 27, Alamo Land and Sugar Company’s Subdivision, as per map recorded in Volume 1, Pages 24 thru 26, Map Records, Hidalgo County, Texas, located at Northwest corner of Hall Acres and Cesar Chavez Road, as Requested by OC Development, LTD.

DISCUSSION: Roberto Escobar, Director of Planning and Zoning, stated this was a voluntary annexation request for Valley Ranch Phase 1, located on Cesar Chavez and Hall Acres Road. Mr. Escobar stated the city is required to have two public hearings on the ordinance and would also have to provide a service plan to the property, including water, sewer, police, fire, trash, and brush services. And once annexed, they would send letters to the agencies; appraisal district, county, elections department, TXDOT, Texas Gas, North Alamo Water Supply Corporation, and the school district.

Mayor Garza opened the Public Hearing at 6:39pm.

Alfonso Quintanilla, with Quintanilla Headley and Associates Engineers from Edinburg, is the project engineer representing Mr. Cantu. He stated this was approved several months ago and they were nearing completion of it, and they were both aware that it was outside the city limits, but they were making efforts to see how they could make it happen to bring it to the city, so the next item that they are going to consider is actually part of this process, but they were able to get the drainage district to agree to annex a portion so that it was adjacent to our current city limits so that we could possibly do our request.

Mayor Garza closed the Public Hearing at 6:40pm.

Commissioner Ernesto “Neto” Guajardo made motion to approve and was seconded by Commissioner Jesus “Jesse” Ramirez. Motion Passed (5-0).

- F. Hold a Public Hearing for the Voluntary Annexation Petition of the Drainage Canal being 5.68 acre tract of land out of Lot 4, 5 and 6, Block 27, Alamo Land and Sugar Company’s Subdivision, as per map recorded in Volume 1, Pages 24 thru 26, Map Records, Hidalgo County, Texas, located at Northwest corner of Hall Acres and Cesar Chavez Road, as Requested by the Hidalgo County Drainage District.

DISCUSSION: Roberto Escobar, Director of Planning and Zoning, stated that this is a volunteer annexation petition for the drainage canal, this property is located east of the Valley Ranch Subdivision that was previously discussed. Mr. Escobar stated that this was the drainage to that subdivision, so they were annexing that as well to have it within the city limits. He mentioned the city is required to have two public hearings on the ordinance and would also have the service plan signed by the property owner. And once annexed, they would send letters to the agencies as well. Furthermore, this was not actually a property that they were going to build on; it was just for the drainage.

Mayor Garza opened the Public Hearing at 6:41pm.

Mayor Pro Tem Leonardo "Lenny" Sanchez asked if this was just for drainage and who was currently serving it. Mr. Escobar responded to the Hidalgo County Irrigation System District. Mayor Pro Tem Sanchez asked if, after annexation, we would be responsible for the drainage. Mr. Escobar responded, yes.

Mayor Garza closed the Public Hearing at 6:42pm.

Commissioner Jesus “Jesse” Ramirez made motion to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (5-0).

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

- A. Preliminary and Final Plat Approval of the R.G. Complex Subdivision being a 0.895-acre tract of land out of Lot 9, Block 39, Alamo Land and Sugar Company's Subdivision, located at the Southwest corner of FM 495 and Hooper Avenue, as Requested by Pablo Soto Jr.

DISCUSSION: Robert Escobar, Director of Planning and Zoning, stated this was a preliminary and final plan approval for a complex subdivision, located at the intersection of FM 495 and Hooper Avenue. Mr. Escobar stated Pablo Soto was the applicant and that it was a one-lot neighborhood commercial district zone. He mentioned that, after the city engineer and staff review, they would be extending the eight-inch water line and the six-inch sewer line to the property. Furthermore, they will have on-site detention and will drain to the TXDOT system, where an eight-inch meter will be installed when completed. He also mentioned that in this location they would have apartments. They also stated that they were requesting a one-foot variance from a 15-foot easement to a 10-foot easement with the property's perimeter due to a lack of space. Mayor Mario Garza asked if 15 to 10 was enough room. Mr. Escobar responded yes; the city prefers 15, but 10 is more than enough.

Commissioner Marco “Markie” Villegas made motion to approve and was seconded by Commissioner Jesus “Jesse” Ramirez. Motion Passed (5-0).

- B. Preliminary and Final Plat Approval of the Valley Ranch Subdivision No. 2 being a 18.32-acre tract of land out of Lot 5, Block 27, Alamo Land and Sugar Company's Subdivision, located at Northwest corner of Hall Acres and Cesar Chavez Road, as Requested by Quintanilla, Headley and Associates, Inc.

DISCUSSION: Roberto Escobar, Director of Planning and Zoning, stated Valley Ranch Subdivision No. 2 preliminary and final approval is a 69 residential subdivision. Mr. Escobar stated that the city engineer and staff reviewed and are planning to extend an eight-inch water line and an eight-inch sewer line to the property. Also, the 15-inch easement has been dedicated for this, and they would be draining to the drainage on the west side of the subdivision.

The project engineer is requesting the following variances:

1. To not comply with the park fees. They are proposing to pay half of the fee and the other half by individual requesting the building permit.
2. To not comply with the handicap ramps at corners on internal streets.
3. To not comply with the water line looping as requested by the City of San Juan.
4. To not comply with the secondary exit as requested by the City of San Juan.

Mr. Escobar stated that the Planning and Zoning Commission approved the last two variances but denied the first two. Mayor Mario Garza asked if they needed to pay everything upfront. Mr. Escobar said yes, and that the developers had to pay the entire amount up front. Mayor Garza stated that he believed this shouldn't be a problem. Mr. Escobar stated that the only issue he saw with coming was the city collecting the park fees. Commissioner Marco "Markie" Villegas asked if the city has ever dealt with this, to which Mr.

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Escobar stated the city has never dealt with something like this. Commissioner Villegas asked Mr. Escobar if he foresees this as a problem. Mr. Escobar replied that he thinks so because the ordinance does not include this fee, so there is no way to enforce it. Commissioner Ernesto "Neto" Guajardo asked if he were to buy a lot in this subdivision, then he would have to pay for the park fees. Mr. Escobar replied that it wouldn't be the property owner but the contractor paying for the park fees. Eduardo Cantu gave a brief presentation on the history of park fees and added that when they started doing four plex subdivisions, each slot was four times a park fee, making it a big burden when they asked to split the burden. Mr. Cantu stated that this has been successful in other cities like McAllen, Pharr, and Edinburg, and most of these contractors already know the process. Furthermore, at the end of the day, the City of San Juan gets the same benefits. Mayor Garza mentioned that it would just not be up front, to which Mr. Cantu concurred. Commissioner Guajardo inquired whether he would be required to pay park fees to the city if he purchased a property in this subdivision. Mr. Cantu replied, if approved tonight, yes. Ricardo Palacios, City Attorney, stated that if this item was to be approved, they would need to have an ordinance to try to collect those park fees from either the developer or the actual builder requesting the permit. Mr. Palacios stated that this item was to be approved for the variance and not the park fees. Commissioner Villegas asked how long the process of approving an ordinance takes. Mr. Palacios replied that it would need the first and second readings of the ordinance, and fast-tracking it would take 45 to 60 days. Mayor Garza confirmed that this item was just to approve the variance request. Mr. Palacios stated that what was being discussed at the moment was the park fee and the handicap ramp. Commissioner Villegas stated he recommended approval of the request so that we can start having new development and benefit the City of San Juan. Mr. Cantu stated that they were not trying to argue against the amount of the fee, all they're asking for is half of the burden and giving the land owner half of the burden, they don't have to buy the lot, they can go buy somewhere else where there are no park fees or where they don't split the park fees. Mr. Cantu also mentioned that there was one more variance request having to do with ramps in the sidewalks, as the City of San Juan is the only city that requires ramps to be built by the developer, which was odd to him. Commissioner Jesus "Jesse" Ramirez asked Mr. Cantu and Mr. Escobar that, as far as the park fees, we will collect those fees, but it doesn't mean that there's going to be a park in your neighborhood. Mr. Cantu responded that it will be up to the city to decide how to spend the funds. If this was approved, Commissioner Ramirez asked if the difference, or half of it, would be included in the contract with Mr. Cantu. Mr. Cantu responded that when the builder pays for the building permits and all the fees the city charges, the park fees will be included. Commissioner Ramirez added that that's why it should be included in an ordinance that the extra fees are going to be paid by the builder. Mr. Palacios advised that if council wanted to go that route, they simply had to instruct, obviously, our director or city manager, who could help start drafting that ordinance and have something like that for the city so that when the situation arose, they could have something like that. Mr. Cantu stated they never had an issue; nobody has ever said anything about hidden park fees. Mr. Palacios advised that if this council was considering maybe adopting such an ordinance, then it would probably be better to not take action on this particular item right now. Mr. Cantu stated he didn't have any problem if they approved the other two variances on these subdivisions and held off on the park fees. Mayor Pro-Tem Leonardo "Lenny" Sanchez asked what governs the city to make sure the homeowner or builder makes those ramps. Mr. Cantu stated that they have to build the sidewalks. Mr. Palacios stated that he would need to meet with Mr. Escobar in order to pass an ordinance transferring responsibility for the ramp to the builders.

Commissioner Marco "Markie" Villegas made motion to approve upon the contingency of the park fees and the handicap ramp ordinances. Commissioner Jesus "Jesse" Ramirez seconded Opposed by Commissioner Ernesto "Neto" Guajardo. Motion Passed (4-1).

- C. Preliminary and Final Plat Approval of the Meadows on Ridge Subdivision being a 33.93-acre tract of land out of Lot 12, Block 31, Alamo Land and Sugar Company's Subdivision, located at the Southwest corner of Ridge and Cesar Chavez Road, as Requested by Quintanilla, Headley and Associates, Inc.

DISCUSSION: According to Roberto Escobar, Director of Planning and Zoning, this is the preliminary and final plat approval of the Ridge Subdivision, which is located on the south side of Ridge Road and Cesar Chavez, and the applicant is Quintanilla, Headley & Associates. Mr. Escobar stated that it's a 140-lot residential subdivision and that the city engineer and staff reviewed this request. Furthermore, they are requesting for an eight-inch water line to be extended and looped, and the sewer line to be extended as well. Mr. Escobar mentioned a list of variances that were requested by the engineer.

The project engineer is requesting the following variances:

1. To not comply with the park fees. They are proposing to pay half of the fee and the other half by individual requesting the building permit.
2. To not comply with the handicap ramps at corners on internal streets.
3. To not comply with the 20-foot rear setbacks for all lots. They are proposing 10-foot instead of the 20-foot required by code.
4. To not comply with the 6-foot side setback for all non-corner lots. They are proposing 5-foot side setback.
5. To not comply with the 20-foot front setback for cul-de-sac lots. They are proposing 15-foot front setback.
6. To not comply with the 15-foot utility easement. They are proposing a 10-foot utility easement instead of the 15-foot required by code.
7. To not comply with the 60-foot frontage for Single-family residential lots.
8. To not comply with the 6,500 sq. ft. lot area for corner lots in a single-family residential district.
9. To not comply with the 150-feet frontage for Multi-family residential district.
10. To not comply with the lot area for Multi-family residential district.
11. To not comply with the lot depth for Multi-family residential district.
12. To not comply with the block length of 800 feet.
13. To not comply with the 12-inch sanitary sewer along Cesar Chavez Road.

14. To not comply with the 12-inch water line along Ridge and Cesar Chavez Roads.

Mr. Escobar stated that a subdivision similar to this was previously approved with these variances. He stated that one of the issues was that they wanted to propose an eight-inch water line loop and an eight-inch sewer line, but the city has a master plan for a 12-inch water line and sewer line to be placed there. In this master plan, the city would loop the water and the sewer through the city, so if they put in 8-inch lines, it would go with the city's master plan, so they are hoping they would install a 12-inch instead of an 8-inch. David Salinas, Director of Utilities, stated that our master plan calls for a twelve-inch water line, but the twelve-inch is already in place thanks to a project completed by Mr. Quintanilla a few years ago. Furthermore, the 12-inch will continue on to the south to provide sewerage for the southern properties. Also, there is no sewer in the area, and our CCN and our ordinance require that they extend the sewer to and through it. Mr. Salinas requested that it remain a 12-inch well in order to provide sewer and merge a longer distance in the 8-inch well. Second, during the Cesar Chavez widening, when it gets to that area, they are replacing the existing 8-inch with a 12-inch to be able to feed the tank that's on Ridge Road. That 12-inch loop will eventually continue all the way to feed that tank, which is why he requested that it be installed now so they don't have to come back and upgrade it later. Mr. Salinas mentioned that the work had already been done south of the expressway, they crossed it with a 16-inch and continued with the 12-inch from the expressway south to Carroll. Also, additional easements and rights-of-way will have to be acquired now that Cesar Chavez will be expanded to be able to continue the 12-inch loop further south to finish the 12-inch loop to feed the south tank. Alfonso Quintanilla touched on items related to water lines and sewer lines and stated that typically it required the owners to install an 8-inch line, and in the case that something bigger was required, they wanted to ask the city to join or assist the developer in installing the bigger lines. Mr. Quintanilla stated that they were complying with their development needs with the 8-inch lines. Furthermore, in regards to the sewer line, there is an existing sewer line on Ridge Road that was actually extended by Mr. Cantu, and they were planning on connecting to that line to service the subdivision. He mentioned that on Cesar Chavez there is an existing sewer, but it is a pressure main line, and unfortunately, they can connect a gravity line into a pressure line. Also, in the proposed subdivision, Mr. Cantu is dedicating or donating the additional right-of-way as required on both roads. Moreover, he acknowledged the previous discussion on the park fee and the handicap ramp inside the subdivision, not outside Ridge Road and Cesar. He also stated that some of the setbacks are because the west part of the subdivision will be multi-family. Commissioner Ernesto "Neto" Guajardo asked Mr. Salinas if his request for 12 inches was for future developments, to which Mr. Salinas replied yes, it's to meet the master plan. Mr. Salinas mentioned that this was the first time he heard that they were willing to propose that the city pay for the upgrade. He stated that this would be another option for them to pay for the 8-in, and the city would participate and upgrade it to a 12-inch. Furthermore, the city has an ordinance that allows for a reimbursement agreement between the city and the developers, so that if other developments tie into the section of the line, the developers will be reimbursed for the portion of the line that the other development will do. Benjamin Arjona, City Manager asked if they had an estimate on the cost. Mr. Quintanilla gave an estimated cost of \$40,000. Mayor Pro-Tem Leonardo "Lenny" Sanchez stated he would like to see a figure, not just a ballpark number. Mr. Quintanilla stated he would have to come back to the City Commission with the real numbers for both options. Mr. Escobar stated that the Planning and Zoning Commission denied the entire request. Mr. Cantu stated that the city's fourplex ordinance calls for a half-acre to do a fourplex, so for Carroll, they had to do all these variances because of the ordinance.

Commissioner Marco "Markie" Villegas made motion to approve subject to the contingency of the park fees and the handicap ramp, which was seconded by Commissioner Jesus "Jesse" Ramirez. Motion Passed (5-0).

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- D.** Consideration and Action on the Variance Request at Carroll Estates Subdivision being a 25.0 acre tract of land out of Lot 11, Block 35, Alamo Land and Sugar Company's Subdivision, located approximately a quarter of a mile East from Stewart Road, along the South side of Carroll Road, as Requested by Quintanilla, Headley and Associates, Inc.

DISCUSSION: Roberto Escobar, Director of Planning and Zoning, stated that this subdivision was previously approved on November 7, 2019, and November 12, 2019. Mr. Escobar stated that they were coming forward for the park fees and the lack of handicap ramps at the Carroll Estates Subdivision; this plat had previously been approved; they had already done the construction, and the homes were already built. Benjamin Arjona, City Manager stated there were three (3) variances. Mr. Escobar stated the developer paid one hundred twelve thousand one hundred and they are requesting half of the apartment park fee, which is fifty-six thousand fifty. Mr. Cantu stated that the city would put money into a fund, then reimburse, and the builder would pay the city back as they constructed.

Variances Requested:

1. To not comply with the park fees. They are proposing to pay half of the fee and the other half by individual requesting the building permit.
2. To not comply with the handicap ramps at corners on internal streets. Developer is proposing that person in charge of the building permit install those handicap ramps.
3. To refund half of the park fee that was paid to the city in December.

Commissioner Marco "Markie" Villegas made motion to approve subject to the contingency of the park fees and the handicap ramp, which was seconded by Commissioner Jesus "Jesse" Ramirez. Motion Passed (5-0).

- E.** Consideration and Action on the Variance Request for Valley Ranch Subdivision being a 23.70 acre tract of land out of Lot 6, Block 27, Alamo Land and Sugar Company's Subdivision, located approximately a quarter of a mile West of Cesar Chavez Road, along the North side of Hall Acres Road, as Requested by Quintanilla, Headley and Associates, Inc.

DISCUSSION: Roberto Escobar, Director of Planning and Zoning, stated this was a variance request for Valley Ranch Subdivision and had previously been approved on February 6, 2020, and February 11, 2020, by the City Commission. Mr. Escobar stated they were requesting two variances for the park fees and no handicap ramps within the internal street of the subdivision, which was similar to the previous subdivision.

It is noted that Project Engineer is requesting the following variances:

1. To not comply with the park fees. They are proposing to pay half of the fee and the other half by individual requesting the building permit.
2. To not comply with the handicap ramps at corners on internal streets. Developer is proposing that person in charge of the building permit install those handicap ramps.

Commissioner Marco "Markie" Villegas made motion to approve subject to the contingency of the park fees and the handicap ramp, which was seconded by Mayor Mario Garza. Motion Passed. (5-0).

- F. Discussion and Possible Action to Approved the Wholesale Wastewater Treatment Interlocal Agreement by and Between the City of San Juan and North Alamo Water Supply Corporation and Authorize the Mayor to Execute a Related Documents.

DISCUSSION: David Salinas, Director of Utilities, stated this is an existing agreement, but unfortunately during the pandemic we kind of let it pass, and right now it's expired, which is why we are bringing it to you to renew it effective January 1st, 2021, and to include a vote to retroactively extend the last agreement for one year. Commissioner Jesus "Jesse" Ramirez asked if there was an increase. Mr. Salinas responded that it is from 73% to 75%, but it is based on what they use; for example, if they use 100 gallons of water, we only charge 85 for sewer, and the 75% increase is to offset some of that cost.

Commissioner Ernesto "Neto" Guajardo made motion to approve there was no second. Motion Died.

VII. RESOLUTIONS

- A. Consider and Approve of Resolution by the City Commission of the City of San Juan, Texas Issuing Order and Notice of City Election May 1, 2021 for Mayor Place 1, Commissioner Place 2 and Commissioner Place 3 Pursuant to Chapter 41, Texas Election Code.

DISCUSSION: Diana Cavazos, City Secretary, stated this is the resolution for the general election for the City of San Juan for Saturday, May 1, 2021, for the purpose of electing the City Mayor, Place 1, Commissioner, Place 2, and Commissioner, Place 3, to hold office for a period of four years. Discussion of dates and designation of polling places for early voting and election day Mayor Mario Garza asked if the early voting times and dates are pretty much what the Secretary of State designated. Mrs. Cavazos responded that yes, the secretary of state designates the early voting dates as April 19th through April 27th, and the Election Day is a mandated date and time. Commissioner Jesus "Jesse" Ramirez asked who would be running the election, the city or the county. Mrs. Cavazos responds that we still haven't clarified that because we are still waiting on quotes.

Commissioner Marco "Markie" Villegas made motion to approve the time, date and location and was seconded by Commissioner Jesus "Jesse" Ramirez. Motion Passed (5-0).

- B. Consider Adoption of Resolution Establishing the Budget for Fiscal Year 34 (2021) of the Hidalgo Country Urban County Program.

DISCUSSION: Robert Escobar, Director of Planning and Zoning, stated that for the Urban County funds for Year 34 (2021), there are \$301,060.00 available. Mr. Escobar gave a breakdown of the budget that included \$3,000.00 for General Administration, \$310,956.00 for Street Improvements, \$5,000.00 to Amigos del Valle, \$7,000.00 to Nuestra Clinica del Valle, \$3,000.00 for the Capable Kids Foundation and \$2,000.00 for CASA of Hidalgo. He mentioned that for the street improvements, they added some streets: Alfredo Street, Jaime Street, north Standard Street, and W. 12th Street. Commissioner Jesus "Jesse" Ramirez asked Mr. Escobar if, for the future, he could please include in his project sheet how many people are being served by those funds that they're providing.

Commissioner Jesus "Jesse" Ramirez made motion to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0).

VIII. CONSENT AGENDA:

- A.** Consider Second and Final Reading of an Ordinance for the Voluntary Annexation of the 9.32acre tract of land out of Lot 14, Block 47, Alamo Land and Sugar Company's Subdivision, ad per map recorded in Volume 1, Pages 24 thru 26, Map Records, Hidalgo County, Texas located approximately three quarter of a mile East of Raul Longoria Road, along the North side of Nolana Avenue, as Requested by Juan Maldonado.
- B.** Consider Second and Final Reading of an Ordinance for the Conditional Use Permit to Allow a Social Event Center "Eventos Valadez" at 909 W. FM 495 Suites 12-13, legally described as Lot 2, McBride Subdivision, as Requested by Lillian Moreno.
- C.** Consider Second and Final Reading of an Ordinance for a Conditional Use Permit to Allow a Social Event Center "My Baby Shower Party Place" at 1201 N. Raul Longoria Road Suite "N", legally described as Aguilera Medical Complex, as Requested by Mirna G. Garcia.
- D.** Consider Second and Final Reading of an Ordinance Amending Chapter 3 Building Regulations, Article 3.05 Signs, by Amending Section 3.05.014 to Conform with State and Federal Regulation and by Adding Section 3.05.017 to Prohibit Signs on Public Property; Providing for an Effective Date; Providing for Publication; Providing for Codification; Providing for Severability; Providing for a Repealer Clause; And Ordaining other Provisions Related to the Subject Matter Hereof.
- E.** Consider Second and Final Reading of an Ordinance Amending Chapter 8 Offenses and Nuisances by Adding Article 8.07 Electioneering on City Owned or Controlled Polling Place; Providing for an Effective Date; Providing for Publication; Providing for Codification; Providing for Severability; Providing for a Repealer Clause; And Ordaining other Provisions Related to the Subject Matter Hereof.
- F.** Meeting Minutes:
 - September 30, 2020
 - November 18, 2020
 - November 24, 2020
 - December 8, 2020

Commissioner Marco "Markie" Villegas made motion to approve and was seconded by Commissioner Jesus "Jesse" Ramirez. Motion Passed. (5-0).

IX. EXECUTIVE SESSION: 7:15pm

- A.** The San Juan City Commission will Convene in Executive Session in Accordance with the Texas Open Meeting Act, Vernon's Texas Statutes and Codes Annotated, Government Code Chapter §551.071 et seq;
 - 1.** Pursuant to Section §551.071 Consultation with Attorney, Discussion and Possible Action Regarding Potential Litigations Matters.

Commissioner Ernesto "Neto" Guajardo made motion to enter into executive session and was seconded by Mayor Pro Tem Sanchez. Motion Passed (5-0).

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X. RECONVENE: 8:30

Commissioner Ernesto “Neto” Guajardo made to reconvene and was seconded by Mayor Mario Garza. Motion Passed (5-0).

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

No Action was taken.

XI. ADJOURNMENT 8:31 p.m.

Commissioner Ernesto “Neto” Guajardo made motion to adjourn and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (5-0).

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Brenda Escalante, City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
NOVEMBER 22, 2022

Consideration and Approval of a Resolution Establishing the Intention of the City of San Juan, Texas to Reimburse Itself for the Prior Lawful Expenditures of Funds Relating to Acquiring, Constructing and Equipping Various City Improvements from the Proceeds of One or More Series of Tax-Exempt Obligations to be Issued by the City Authorized Purposes; Authorizing Other Matters Incident and Related Thereto; and Providing an Effective Date.

STAFF COMMENTS AND RECOMMENDATIONS:

Department of Sanitation is in need of a dozer to better maintain the detention and retention ponds and to use it for clearance of all debris within the City of San Juan. Department is asking to consider the purchase of a dozer from Rojas Equipment in the amount of \$440,270.88.

RECOMMENDATION:

Staff Recommends Approval.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



INVOICE

REMIT TO:
240 FRONTAGE RD.
ALAMO, TX. 78516
956.787.8778

302 BOOMTOWN DR.
LAREDO, TX 78043
956.787.8778

7700 PADRE ISLAND HWY.
BROWNSVILLE, TX 78521
956.545.0022

8817 IH 10
CONVERSE, TX 78109
210.430.5996

INVOICE # 22687
INVOICE DATE 10/3/2022
P.O. #
DUE DATE 10/3/2022

BILL TO:
CITY OF SAN JUAN
709 S NEBRASKA AVE
SAN JUAN TX 78589

SHIP TO:
CITY OF SAN JUAN
709 S NEBRASKA AVE
SAN JUAN TX 78589

DESCRIPTION	QTY	RATE	AMOUNT
2021 DRESSTA TD-15M SERIES 2 WT S5 CRAWLER DOZER S/N: LDM15SCCMP000818 PLEASE STATE THE FOLLOWING ON PURCHASE ORDER "ROJAS HEAVY EQUIPMENT #191001-8258"	1	440,270.88	440,270.88T

Wire Instructions:

BANK: PLAINS CAPITAL BANK
25 E. PRICE RD BROWNSVILLE TX 78521
ACCOUNT NUMBER: 7146695902
ROUTING NUMBER: 111322994
SWIFT NUMBER: PLASUS44
NAME: ROJAS HEAVY EQUIPMENT LLC

TOTAL: \$440,270.88
PAYMENTS/CREDITS \$0.00
BALANCE DUE \$440,270.88

Terms and Conditions: This equipment is sold "AS IS" and as a condition of sale buyer warrants that it/he has inspected the equipment and accepts the same in its present condition. If the Buyer chooses not to inspect the machine, the Buyer accepts the machine in the "AS IS" condition. Rojas Heavy Equipment LLC. makes no warranties with respect to the equipment as to actual hours/ miles we can only report what can be visually observed, either expressed or implied, as to any matter whatsoever, including without limitation, it's safety, merchantability, or fitness for any particular purpose, or accuracy of manufacturer's printed material. This equipment has not been checked or verified for safety and is sold as is. The Buyer shall indemnify, hold harmless and defend Rojas Heavy Equipment LLC. from and against any and all losses, damages, liabilities and claims. Buyer is responsible for all attorney fees, costs and collections costs, legal fees and expenses arising from this sale.

Buyer agrees that all actions or proceedings arising in connection with this sale shall be tried and litigated exclusively in the state and federal courts located in the county of Hidalgo state of Texas. The Buyer is responsible for remitting sales tax unless a resale tax exempt certificate is supplied to the Rojas Heavy Equipment Inc. The Buyer must recover the equipment within 3 business days of payment; after days Rojas Heavy Equipment LLC. will not be responsible for the machine. By sending payment for the machine, the buyer accepts these terms and conditions.

SIGNATURE

WWW.ROJASHEAVYEQUIPMENT.COM

RENTAL ORDER
This is not an invoice

To
CITY OF SAN JUAN
107 W HALL ACRESS
SAN JUAN , TX 78577
United States
Phone: 956.533.76666

From
ROJAS HEAVY EQUIPMENT LLC
240 Frontage Rd
Alamo, TX 78516
elisa@rojasequipment.us
Phone: 956.787.8778

Order Dates
October 20, 2022 08:30 - October 24, 2022 08:30
4 days

Order Location
107 E HALL ACRES RD SAN JUAN TX 78589

Description
PO:
POC: ISRAEL 956.475.8255

Item Name	Duration/Quantity	Item Rates	HOURS	Item Description	Price
DOZER TD15				2021 DRESSTA TD-15M SERIES 2 WT S5 CRAWLER DOZER SN; LDM15SCCMP000818	\$0.00
4 DAY DEMO	--	--	--	--	\$0.00

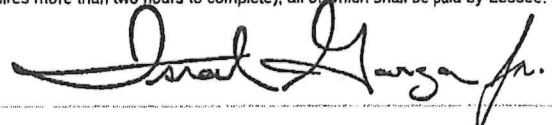
1 DAY=8 HRS 1 WEEK=40 HRS 4 WEEKS=160 HRS

Customer is responsible for operator damage to equipment. Customer is responsible for greasing the unit daily, GREASING THE HAMMER EVERY 4 HOURS, checking all fluids, blowing out air filters.

Customers is responsible for refueling the unit. Charge of \$8.50 per gallon applied if tank is not full upon return. Missing or lost key is \$25.00
Customer responsible for tire damage and batteries.

EXHIBIT B1.This agreement is made and entered into on by and between:
("Lessee") and Rojas Heavy Equipment ("Lessor") with an office located at 240 Frontage Rd, Alamo, Texas 78516.

2. Authorized to Rent: ROJAS HEAVY EQUIPMENT LLC states that he is responsible for renting the equipment described in the RENTAL ORDER and approves to be contacted at : (956) 787-8778, for any reason regarding this contract.
3. Rental Term: Rent with respect to each item of Equipment will commence to accrue on the rental start date set forth on the Rental Order Slip applicable to such item of Equipment. Rent will continue to accrue until the Equipment is returned to Lessor's facility, provided that Lessee shall pay rent for at least the minimum rental term set forth on the applicable Rental Order Slip, unless this agreement is sooner terminated by Lessor. Rent remains in effect regardless of the inability of Lessee to use the Equipment because of breakdown, weather conditions or any other cause.
4. Rental Rate: Rent with respect to each item of Equipment will be at the rate set forth on the Rental Order Slip applicable to such item of Equipment. If Equipment is used by Lessee more than 160 hours per month (month defined as 28 days), more than 40 hours per week or 8 hours per day, then Lessee shall also pay overtime charges for each excess hour. Overtime on a monthly rental will be charged based upon the rental rate divided by 160 hours (40 hours for weekly rentals). The rental rate does not include any charges for sales, usage or property taxes, freight and assembly, charges for delivery and return of the Equipment, or excessive Equipment cleaning (i.e., cleaning which requires more than two hours to complete), all of which shall be paid by Lessee. All invoices for rentals under this agreement are due within 7 days of the invoice date.



By renting out equipment from Rojas Heavy Equipment LLC, you are agreeing to our Terms and Conditions and acknowledging you are familiar with the operation and use of the Equipment listed above and are in receipt of the Operations Manual of said Equipment.

Signature:

5. Physical Damage Insurance or Loss and Damage Waiver: Loss and Damage Waiver fees will be charged unless Lessee furnishes proper evidence that Equipment is insured against physical damage by providing the Lessor with a certificate of insurance, acceptable by Lessor, naming Lessor as Loss Payee. Loss and Damage Waiver fee is 14% of standard rental rate. Loss and Damage Waiver and related fees are in effect until a certificate of insurance for physical damage is received by Lessor and amounts invoiced before receipt of the insurance certificate are not refundable. Loss and Damage Waiver is not available on all Equipment and for certain Equipment applications. If Loss and Damage Waiver applies, Lessor agrees to waive its right to recover from the Lessee the amount of loss or damage to the Equipment (excluding supply items) exceeding 100% of an amount to the standard monthly rental rate for the affected Equipment, except Lessors rights are not waived if the loss or damage occurred under the following circumstances:

6. Warranty Limitations: Lessor is not the manufacturer of the equipment or the agent of the manufacturer. Lessor makes no warranty against patent or latent defects in material or workmanship, or that equipment will meet

the requirements of any laws, rules, specifications or contracts which provide for specific machinery or apparatus or special methods. No representation or warranty is made as to the year of manufacture or capacity of any equipment. Lessor disclaims all implied warranties, including without limitation any warranty of merchantability or fitness for a particular purpose. The remedies set forth in this contract are exclusive. The liability of lessor arising out of or related to this contract or the equipment, whether such liability is asserted in tort, under any alleged breach of warranty, breach of contract or otherwise, shall not exceed the rental of the goods on which such liability is based. In no event shall lessor be liable for lost profits or special,

7. Lessee Acceptance of Equipment: The Lessor shall use reasonable care to see that the Equipment is in proper working condition before shipment to Lessee. It is not to be actually operated or tested unless such operation or test is deemed necessary by Lessor or unless Lessee shall request such operation or test in writing, in which event the Lessee will be notified of the time and place of said operation and test, and shall be permitted to be present during said operation and test. If having requested it, Lessee fails to be present at the time of operation and test, Lessee agrees the Equipment as turned out is in proper operating condition. The receipt and acceptance by the Lessee of the Equipment will constitute acknowledgement it has been accepted and found in good, safe and serviceable condition, and fit for use.

8. Equipment Operation: Lessee agrees to maintain the Equipment in the same condition as when delivered to it by Lessor, and to pay all claims and damages arising from defects therein, or from use of Equipment, whether from injuries to the person or property, and to pay for all damages to Equipment, during the life of this contract, and to return said property in as good condition as when received, and in a cleaned condition which includes removal of all dirt and debris, to the storage yard of the Lessor, and to pay all freight demurrage, storage, switching, drayage, truckage or other charges against said Equipment from the time the same shall leave the storage yard of said Lessor up to and including the time of its return to said storage yard, or other place of return agreed upon. Lessee shall immediately report any damage or failure of Equipment to Lessor. The Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the Equipment and warrants and agrees that the Equipment will not be subject to careless and needless rough usage; and he shall at his own expense maintain the Equipment and its appurtenances in good repair and operating condition.

9. Lessee agrees not to compromise the integrity of any safety systems of the Equipment. Lessee shall not modify the Equipment in any way. Equipment shall be used only within its rated capacity by safe, careful and

competent personnel.

10. Maintenance & Repairs: (1) The Lessee is responsible for all normal and weekly, maintenance on the Equipment, including but not limited to greasing on a daily basis at all required grease points and maintaining all fluids at the proper levels.. (2) For rentals where the Lessee uses the Equipment more than 500 hours, Lessee is responsible for payment of the 500 hour service interval performed by Lessor, which includes at a minimum fluid and filter changes as required by the manufacturer. (3) The Lessee is responsible for replacement of expendable items including but not limited to cables, hydraulic hoses, cutting edges, teeth, belts, and filters. (4) The expense of all non-warrantable repairs made during the rental period because of excessive wear and tear on the Equipment, abuse or omission of appropriate maintenance shall be paid by Lessee upon occurrence. The Lessor reserves the right to inspect the Equipment at any time during the rental period. If upon such inspection, the Lessor determines that the Equipment is not properly being maintained, the Lessor may remove the Equipment from rental or

perform the necessary maintenance. The Lessee agrees to pay to the Lessor any and all costs or expense incurred as a result of the removal of the Equipment from rental and/or the performance of necessary maintenance. All parts, additions and accessions shall become part of the Equipment and property of the Lessor.

11. Cancellation: The Lessor may cancel this lease agreement for any reason upon 15 days advance notice to the Lessee. However, the Lessor has the right to terminate this Lease Agreement immediately and remove the Equipment from the Lessee or disable the Equipment from future use by the Lessee upon failure by the Lessee to comply with the terms and provisions of this agreement, including failure to pay

invoices due under this agreement, failure to perform maintenance or repairs as outlined in this agreement, damage to the Equipment or any other breach.

12. Tires and Undercarriage: Lessee acknowledges that repair and replacement of tires or undercarriage is not included in the rental rate. Lessee agrees to pay for repair and/or replacement (with allowance for reasonable wear) of damaged tires or undercarriage regardless of the cause of the damage. Reasonable wear and tear is excepted, however it is agreed a) in the case of tires that abrasions (gouges, tears, cuts, grooves, removal of rubber in pieces) and damage to castings is not reasonable wear and tear and b) in the case of undercarriage that broken or missing parts of shoes, pads, links, rollers, idlers or sprocket teeth is not reasonable wear and tear. In determining reasonable wear and tear, it is agreed that wear and tear occurs equally over 4000 hours of operation as recorded on the manufacturer installed service hour meter. Lessee agrees to pay additional rent for accelerated or excessive wear based on the prorated cost of replacement of the excessively worn items(s).

13. Indemnities: Except to the extent directly attributable to lessor, Lessee agrees at its sole cost and expense, to indemnify, defend, protect and save Lessor and keep it harmless from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs, expenses and disbursements of any nature, including attorneys fees, in any way relating to or arising out of this agreement or the selection, manufacture, purchase, acceptance, ownership, delivery, lease, possession, use, operation, condition, servicing, maintenance, repair, improvement, alteration, replacement, storage, return or other disposition of Equipment without limitation all tort and worker's compensation claims of any kind including claims for injury or damage to property or injury or death to any person. The indemnities arising under this paragraph shall survive payment of all other obligations under this agreement and termination of this agreement. Lessee agrees to protect Lessor with public liability insurance for coverage in an amount not less than \$1 million. All liability policies shall name Lessor as an additional insured, and all physical damage policies shall provide that payment thereon shall be made to Lessor and Lessee as their interests may appear.

14. Insurance: Unless waived under the Physical Damage Insurance or Loss and Damage Waiver Provision, Lessee further agrees to protect the Lessor on this contract with full insurance coverage, said insurance to cover damage occasioned by fire, theft, flood, explosion, accident, act of God, or any other cause, that may occur during the life of this lease. Lessee acknowledges that rent will continue to be charged and will not be abated until repairs are made and Equipment can be put back into service. For the purpose of finding the valuation of said property in order to determine the loss, damage or injury thereto, it is agreed by the parties hereto that the value as hereinbefore stated shall be a true and just value forming a basis for such adjustment. In making such adjustment it is understood that no rentals theretofore paid or due shall apply to payment of such loss. In addition, Each policy shall provide that Lessor's interest therein shall not be invalidated by any acts, omissions or neglect of anyone other than Lessor, and shall contain insurer's agreement to give Lessor at least thirty (30) days prior written notice before cancellation or any material change in the policy shall be effective as to Lessor. Lessor may act as attorney for Lessee in making, adjusting and settling claims under and canceling such insurance and endorsing the Lessee's name on any drafts drawn by the insurers of the Equipment.

15. Title: The title to the Equipment and to all replacements thereof or substitution thereof is, and shall remain in Lessor, and Equipment shall not become a part of any building, by being placed therein or by being annexed

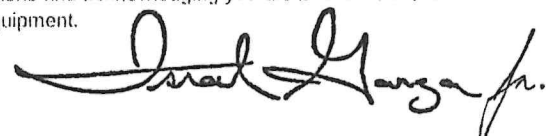
thereto. Where Equipment is annexed to any property Lessee shall furnish Lessor with a landlord's release, which shall permit Lessor to remove the Equipment from said property at any time during the life of, or after expiration of, this contract.

16. Assignment: This agreement cannot be assigned without the written consent of the Lessor. The Equipment shall not be sub-let without a written consent of the Lessor nor shall said property be moved out of the state specified in this contract without written consent of the Lessor

17. Breach or Insolvency: Upon failure to pay rent or breach of this agreement, if Lessee becomes insolvent or takes advantage of any law for the relief of debtors or a petition in bankruptcy or similar relief is filed by or against Lessee under any present or future law, or any of the Equipment is attached, or if Lessee or its owners take any action looking to its dissolution or liquidation, Lessor may terminate this agreement and take possession of and remove the Equipment regardless of its location, without prejudice to any remedies or claims which Lessor might otherwise possess by law or pursuant to this lease agreement, for lease charges payable, late fees or

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Signature:



service charges, damage or loss charges, and collection charges including court costs and attorney fees, and Lessor and its agents, shall not be liable for any claims for damage or trespass arising out of the removal of the Equipment. In addition, Lessor may (a) declare all sums due and to become due hereunder immediately due and payable, (b) proceed by appropriate court action or actions or other proceedings either at law or in equity to force performance by Lessee of any and all provisions of this agreement and to recover the damages for the breach thereof,

and (c) exercise one or more of the rights and remedies available to a secured party under the Uniform Commercial Code, whether or not this transaction is subject thereto. In addition, Lessee agrees to pay to Lessor, as liquidated damages for the loss of the bargain and not as a penalty, (1) an amount equal to all accrued and unpaid rentals, including late fees or service charges, and all other amounts then due and remaining unpaid plus the present worth of all unaccrued rentals plus the fair market value (as determined by Lessor) of the Equipment in the same condition as received by Lessee, reasonable wear from the normal use thereof

18. Sales and Use Tax: If sales tax was not collected on this rental, Lessee represents and agrees (a) it holds a currently valid registration for sales tax exemption certificate presented the Lessor, (b) the goods will be used in

the exempt nature contemplated by certificate and, (c) should taxing authorities subsequently rule the rental is taxable, upon receiving notice, Lessee will promptly remit payment of the sales tax to Lessor or to the taxing authority if seller assigned such rights under this contract. Lessee agrees that any and all legitimate tax(es) (other than income) not otherwise provided for herein, which is imposed upon Lessor by Federal, State, County or other, as a result of this Lease, shall be reimbursed Lessor by Lessee upon presentation of billing and evidence of payment by Lessor.

19. No Oral Agreement or Modification: This agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all prior discussions, agreements and understandings, written or oral, between the parties with respect to the subject matter hereof. This agreement may be amended only by a written instrument duly executed by the parties, which, in the case of Lessor, shall require written approval by an officer at Lessor's home office. Any provision of this agreement may be waived only by a written instrument executed by the party to be charged with such waiver

"20. Waiver: The waiver by any party of a breach of any provision of this agreement will not operate or be construed as a waiver of any subsequent breach. No delay or failure by a party to exercise any right under this

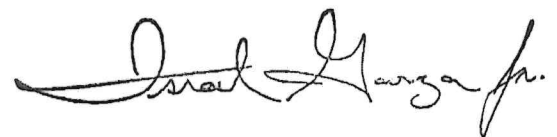
agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided in such waiver. excepted, plus (2) all expenses of retaking, holding, preparing for sale, selling and the like, including reasonable attorney's fees and other legal expenses, less (3) any amount actually received by Lessor for the re-lease, sale or other disposition of the Equipment. Present worth shall be determined by discounting such unaccrued rentals from their respective due dates at the rate of 6.0%. No remedy of Lessor hereunder shall be exclusive of any other remedy herein or provided by law, but each shall be cumulative and in addition to every other remedy.

21. Fuel: Lessee agrees to return Equipment with full fuel tank(s) or pay Lessor for the cost of refilling tanks. Lessee further agrees to pay for all towing expenses if the Equipment becomes stuck in the mud or snow.

"22. Governing Law: This contract will be governed by and construed in accordance with the internal laws of the State of Texas (without giving effect to its laws regarding conflicts of laws)

"23. Equipment Monitoring: Lessee acknowledges that Equipment may contain a global positioning system device that records certain activities and functions of the Equipment while on rent by the Lessee. Lessor retains all rights to the data collected by this global positioning system device and may use such information at its sole discretion. Lessee is prohibited from disabling this global positioning device in any way. If disabled by Lessee, this agreement is immediately terminated and the Lessee must return the Equipment to Lessor.

24. Attorney Fees: If there is any litigation between the parties arising out of or related to this agreement or the transactions contemplated by this agreement, the prevailing party will be entitled to recover all reasonable costs and expenses including, without limitation, reasonable fees and expenses of attorneys.



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Signature:

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING THE INTENTION OF THE CITY OF SAN JUAN, TEXAS TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO ACQUIRING, CONSTRUCTING AND EQUIPPING VARIOUS CITY IMPROVEMENTS FROM THE PROCEEDS OF ONE OR MORE SERIES OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE CITY FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission (the *Governing Body*) of the City of San Juan, Texas (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with (i) constructing, acquiring, purchasing, renovating, enlarging, and improving the City's parks and recreation facilities, constructing, acquiring, purchasing, renovating, enlarging, and improving the City's public safety facilities (including a fire station), and acquiring vehicles, heavy machinery, and equipment for sanitation and street maintenance and repair (the *Construction Costs*), (ii) the payment of various engineering costs, including design testing, design engineering, and construction inspection related to the Construction Costs (the *Engineering Costs*), (iii) the payment of various architectural costs, including preparation of plans and specifications and various other plans and drawings related to the Construction Costs (the *Architectural Costs*), and (iv) the payment of various administrative costs, including the fees of bond counsel, financial advisor, project manager, project consultant, other professionals, and printer (the *Administrative Costs*) [the Construction Costs, Engineering Costs, Architectural Costs, and Administrative Costs collectively constitute costs of the project that are the subject of this Resolution (the *Project*)]; and

WHEREAS, the provisions of Section 1201.042, as amended, Texas Government Code (*Section 1201.042*) provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Issuer, for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the United States Department of Treasury (the *Department*) released Regulation Section 1.150-2 (the *Regulations*) which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the *Code*); and

WHEREAS, the Issuer intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures are paid), for the prior lawful capital expenditure of funds from the proceeds of one or more series of ad valorem tax-supported bonds issued as tax-exempt obligations (the *Obligations*) that the Issuer currently contemplates issuing in an amount not to exceed \$8,000,000 to finance a portion of the costs of the Project; and

WHEREAS, under the Regulations, to fund such reimbursement with proceeds of the Obligations, the Issuer must declare its expectation ultimately to make such reimbursement before making the expenditures; and

WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the citizens of the Issuer; now, therefore,

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

SECTION 1: This Resolution is a declaration of intent to establish the Issuer's reasonable, official intent under section 1.150-2 of the Regulations and Section 1201.042 to reimburse itself from certain of the proceeds of the Obligations for any capital expenditures previously incurred (not more than 60 days prior to the date hereof) or to be incurred with respect to the Project from the lawfully-available general funds or other funds of the Issuer.

SECTION 2: The Issuer intends to issue the Obligations and allocate within 30 days after the date of issuance of the Obligations the proceeds therefrom to reimburse the Issuer for prior lawful expenditures with respect to the Project in a manner to comply with the Regulations.

SECTION 3: The reimbursed expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

SECTION 4: The Issuer intends to otherwise comply, in addition to those matters addressed within this Resolution, with all the requirements contained in the Regulations.

SECTION 5: This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Issuer with the requirements of Texas law and the Regulations.

SECTION 6: With respect to the proceeds of the Obligations allocated to reimburse the Issuer for prior expenditures, the Issuer shall not employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of replacement proceeds, as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issue of tax-exempt obligations or refundable tax credit obligations.

SECTION 7: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 8: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 9: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 11: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

* * * *

PASSED, ADOPTED AND APPROVED on this the day of 2022.

CITY OF SAN JUAN, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

(Signature Page to City of San Juan, Texas Reimbursement Resolution)

#2029985.1

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
NOVEMBER 22, 2022

Consideration and Approval of Addendum to the LESO Program State Plan of Operation (SPO).

STAFF COMMENTS AND RECOMMENDATIONS:

Approve Addendum to LESO Program State Plan of Operation (SPO) .

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:

Ruben Morin, Chief
of Police

APPROVED BY:

Benjamin Arjona, City
Manager



**DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092**

GPL

August 15, 2022

**MEMORANDUM FOR LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM
PARTICIPATING LAW ENFORCEMENT AGENCY (LEA)**

SUBJECT: Addendum to LESO Program State Plan of Operation (SPO)

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and Law Enforcement Agency (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order (EO) 14074 (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless an LEA takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

1) ROLES AND RESPONSIBILITIES The State Shall:

- a) Ensure each LESO Program participating Law Enforcement Agency (LEA) has signed the LESO-approved SPO Addendum no later than January 1, 2023. The SPO Addendum will be signed by the Chief Law Enforcement Official (CLEO) (or assigned designee), the Civilian Governing Body (CGB), and the current State Coordinator (SC) (or authorized State Point of Contact [SPOC]).
- b) Provide LESO with a comprehensive list of LEAs who do not sign the SPO Addendum by January 1, 2023. LESO will restrict the LEA to ensure LEA may not request or receive “controlled” property as defined within this addendum.

2) MODIFICATION TO DEFINITION OF “CONTROLLED” PROPERTY This SPO Addendum adds the below items to the “controlled” property definitions currently found in the 2021 SPO. These items are added pursuant to EO 14074 which reestablishes EO 13688. In 2017, the Law Enforcement Equipment Working Group (established by EO 13688), further added, deleted and refined the definitions of “controlled” items in their annual equipment list review. Provisions within the 2021 MOA applicable to “controlled” property apply to the items listed below (regardless of DEMIL and/or DEMIL Integrity Code). Title and ownership of the “controlled” property listed below remains with the DoD in perpetuity and will not be relinquished to the LEA (regardless of DEMIL and/or Integrity Code). The LESO retains final authority to determine what items qualify as “controlled” property. The below items listed in Section 1.2 of Law Enforcement Equipment Working Group (LEEWG) Recommendations (as modified in 2017), will be managed and issued as controlled property unless other restrictions or conditions are noted:

- a) *Manned Aircraft, Fixed Wing*: Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).
- b) *Manned Aircraft Rotary Wing*: Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

- c) *Unmanned Aerial Vehicles*: A remotely piloted powered aircraft without a crew onboard. (Note: These items are not currently issued in the LESO Program).
- d) *Armored Vehicles, Wheeled*: Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier (APC). These vehicles are sometimes used by law enforcement personnel involved in dangerous operating conditions, including active shooter or similar high-threat situations. These vehicles often have weapon-firing ports. (Note: These vehicles were previously considered controlled due to DEMIL code and are now prohibited unless certification requirements in Section 3 are met).
- e) *Tactical Vehicles, Wheeled*: A vehicle purpose-built to operate on- and off- road in support of military operations, such as a High Mobility Multi-purpose Wheeled Vehicle (HMMWV), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. These vehicles are sometimes used by law enforcement in rough terrain or inclement weather for search and rescue operations, as well as other law enforcement functions. This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or SUVs. (Note 1: This is LEEWG modified definition from 2017. Note 2: All tactical vehicles will now be considered controlled, and title will not pass. Note 3: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).
- f) *Command and Control Vehicles*: Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. Command and control vehicles provide a variety of capabilities to incident Commander, including, but not limited to, the provision for enhanced communications and other situational awareness capabilities. Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations in the command center. This category does not include SUVs and is not intended for other types of vehicles that could serve as a command-and-control center. (Note 1: This is the LEEWG modified definition from 2017. Note 2: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).
- g) *Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition designed for regularly assigned duties) and less lethal launchers*: Weapons and corresponding ammunition for specialized operations or assignment. This includes launchers specifically designed and built to launch less lethal projectiles. This excludes weapons such as service issued handguns, rifles or shotguns that are issued or approved by the agency to be used by all sworn officers/deputies during the course of regularly assigned duties. (Note 1: This is the LEEWG modified definition from 2017. Note 2: The LESO Program only issues weapons under .50 caliber that are designed for regularly assigned duties).
- h) *Explosives and Pyrotechnics*: Includes “flash bangs” as well as explosive breaching tools often used by special operations units. (Note: These items were previously prohibited in the LESO Program and are now specifically prohibited in EO 14074).
- i) *Breaching Apparatus*: Tools designed to provide rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram connected to a vehicle or a propellant), ballistic (slugs), or explosive. This category does not include dual purpose tools such as a sledgehammer or bolt cutter. (Note: This is the LEEWG modified definition from 2017).
- j) *Riot/Crowd Control Batons*: Non-expandable of greater length (more than 24 inches) than service-issued types and are intended to protect its wielder during crowd control situations by providing distance from assailants. This category includes all batons with advanced features such as tear gas discharge, electronic or “stun” capabilities. (Note: This is the LEEWG modified definition from 2017).

k) *Riot Helmets*: Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note 1: The LEEWG removed these items from the controlled list in 2017. Note 2: LESO does not issue Kevlar helmets based on DoD policy).

l) *Riot/Crowd Control Shields*: Shields intended to protect wielders from their head to their knees in crowd control situations. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. (Note: This is the LEEWG modified definition from 2017).

3) PROHIBITED ITEMS THAT MAY BE ISSUED FOR LIMITED PURPOSES EO 14074 lists the below items as "prohibited" for issue under the LESO Program; however identifies specific authorized uses for these "prohibited" items if requested, utilized and annually certified as being used only in authorized manners. When utilized in an authorized manner (as indicated in the below example descriptions), the items are categorized as "controlled" property.

a) *Long Range Acoustic Devices (LRAD) that do not have commercial application*- Participating LEAs in the State of Texas, are not authorized to acquire LRAD devices. All requests for these devices, will be denied.

b) *Vehicles that do not have commercial application*- This includes all tracked and armored vehicles, such as a Mine-Resistant Ambush Protected (MRAP), Armored Personnel Carrier (APC), or Armored HMMWV. (Note: This category excludes vehicles with commercial application, such as pick-up trucks, non-armored HMMWVs, 2.5-ton trucks, 5-ton trucks, or SUVs. The LESO Program identifies/defines vehicles with "commercial application" as items with a DEMIL Code of "A" or DEMIL "Q" (with an Integrity Code of 6) that may be sold to the general public under DoD sales programs).

i) *Authorized uses*- EO 14074 allows limited transfer of vehicles that do not have commercial application if the LEA certifies that the vehicle will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. Any other use of these vehicles is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with these vehicles must certify that the vehicle(s) is utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify that the vehicle(s) use is exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief must return vehicle(s) to DLA Disposition Services.

4) ACQUIRING (OR RETAINING) CONTROLLED PROPERTY The State shall:

a) Review, verify and only submit to LESO for approval, requests for controlled property by LEAs who have current SPO and SPO Addendum on file with the state.

b) Ensure LEAs return controlled property to DLA Disposition Services if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

c) Ensure that prior to requesting/acquiring any controlled property, the LEAs:

i) Provide written or electronic notification to the local community of its intent to request controlled property. The notification must be translated into appropriate languages to inform individuals with limited English proficiency. The LESO Program would *recommend* that LEAs provide a notice of intent to request controlled property to the local community on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published.

ii) Provide written or electronic notification to the city council or appropriate local Civilian Governing Body (CGB) of its intent to request controlled property and allow “reasonable opportunity to review” (normally 30-days). The LESO Program would *recommend* that LEAs provide a notice of intent to the CGB on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published. Requests for controlled property must comport with all applicable approval requirements of the CGB.

(1) The above requirement includes elected Sheriff’s who also shall notify their CGB or city or county government within their jurisdiction.

(2) In cases of disagreement between requesting LEAs and CGB, the Governor appointed LESO Program State Coordinator (SC) will obtain an advisory opinion from the States Attorney General’s Office on whether CGBs are authorized by state law to deny the request.

iii) *Campus LEAs operating in Institutions of Higher Education (IHE)*- LEAs operating in IHEs otherwise referred to as “Campus Police” or “Campus LEAs” must also adhere to the requirements identified below:

(1) Obtain the IHE Board of Governors (or an equivalent body) *explicit approval* for the acquisition of controlled property. Such approval must be evidenced in the Campus LEAs request submitted to the LESO Program. Silence or inaction by the Campus LEAs Board of Governors does not constitute evidence of approval, and the “reasonable opportunity to review” (normally 30-days) standard does not apply to Campus LEA applications.

(2) Certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

(3) Campus LEAs who receive controlled vehicles are required to remove the militaristic appearance (i.e., painting the vehicle a different color).

5) REGIONAL SHARING AGREEMENTS LESO Program participants who are part of a regional sharing agreement must also adhere to the following requirements.

a) Participating LEAs in the State of Texas, are not authorized to share or loan any assigned LESO program property to any other LEA, regardless of if they are part of an internal regional sharing agreement with the participating LEA.

6) POLICIES/PROCEDURES LEAs must establish policies/procedures that are consistent with the standards listed below, in order to request or maintain controlled property. LEAs must:

a) Adopt and comply with general policing standards.

i) *Community Policing*- LEA policies/procedures should reflect the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs therefore increasing LEA ability to investigate crimes and keep the peace.

ii) *Constitutional Policing*- LEA policies/procedures must emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies/procedures must include First, Fourth, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. LEA certified law enforcement officers receive training on the rights embodied by such Constitutional Amendments and how these amendments inform policing policies/procedures.

iii) *Community Input and Impact*- LEA policies/procedures must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs actions, role in, and relationships with the community. LEAs should make particular efforts to seek the input of communities where controlled property is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs regular interactions with the public through community forums, town halls, or meetings with the Chief, or community outreach divisions.

b) Adopt and comply with controlled property standards.

i) *Appropriate Use of Controlled Property*- LEA policies/procedures must define appropriate use of controlled property; officers who are authorized to use controlled property must be trained on these policies/procedures. LEAs should examine scenarios in which controlled property will likely be deployed, the decision-making processes that will determine whether controlled property is used, and the potential that both use and misuse of controlled property could create fear and distrust in the community. Policies/procedures should consider whether measures can be taken to mitigate that effect (i.e., keep armored vehicles at a staging area until needed) and any alternatives to the use of such property and tactics to minimize negative effects on the community, while preserving officer safety.

ii) *Supervision of Use*- LEA policies/procedures must specify appropriate supervision of personnel operating or utilizing controlled property. Supervision must be tailored to the type of controlled property being used and the nature of the engagement or operation during which the property will be used. Policies/procedures must describe when a supervisor of appropriate authority is required to be present and actively overseeing the property being used.

iii) *Effectiveness Evaluation*- LEA policies/procedures must articulate that the LEA will regularly monitor and evaluate the effectiveness and value of controlled property to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. LEAs should routinely review after-action reports and analyze any data on, for example, how often controlled property is used or whether controlled property is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.

iv) *Auditing and Accountability*- LEA must establish policies/procedures that are designed to prevent misuse, unauthorized use and/or loss of controlled property. LEA will hold personnel accountable to agree and comply with State, local, Tribal and Federal controlled property use policies/procedures.

v) *Transparency and Notice*- LEA policies/procedures must articulate that LEA will engage the community regarding controlled property, policies/procedures governing its use, and review of “significant incidents” (as defined in Section 8), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures.

c) Must adopt and comply with record-keeping requirements for controlled property.

i) Upon LESO request, LEAs must provide a copy of the general policing standards and specific controlled property standards that were adopted, to include any related policies/procedures.

ii) *Record-Keeping Requirement*- LEAs must retain comprehensive training records, either in the personnel file of the officer who was trained or by the LEAs training division or equivalent entity, for a period of at least three (3) years, and must provide a copy of these records, upon LESO request.

7) TRAINING LEAs that request or have acquired controlled property via the LESO Program must establish written policies/procedures for controlled property use, and all personnel who are authorized to use the controlled property will be trained on these policies/procedures. LEAs must:

a) Provide annual training on general policing standards to personnel who may use the controlled property.

b) Provide annual training on property standards to personnel who may use the controlled property.

c) Provide controlled property operational and technical training to personnel and ensure personnel are proficient prior to using controlled property.

d) Provide scenario-based training to personnel that combines constitutional and community policing principles with controlled property specific training. LEA personnel authorizing or directing the use of controlled property should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled property should or should not be used.

8) DOCUMENTATION REQUIRED FOR “SIGNIFICANT INCIDENTS” LEAs must collect and retain the information (described below) when any law enforcement activity involves a “Significant Incident” which requires (or results in) the use of controlled property on the LEAs inventory. A “Significant Incident” is defined as any law enforcement operation or action that involves: 1) a violent encounter among civilians or between civilians and the police, 2) a use-of-force that causes death or serious bodily injury, 3) a demonstration or other public exercise of First Amendment rights, or 4) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed. LEAs must:

a) Collect and retain documentation for controlled property used in a “Significant Incident” for a minimum of three (3) years after the incident has occurred. The LEA must provide documentation to LESO upon request.

i) Documentation should also be made available to the community the LEA serves in accordance with applicable policies/procedures with exemptions made concerning the disclosure of any sensitive information.

b) No new report or format is required for “Significant Incident” reports so long as information is easily accessible and organized. The required information may already exist in a police report, operations plan, officer daily log, incident report, after-action report or described in a use-of-force report. If required information (annotated below) is contained in a pre-existing reports, the LEA must simply ensure that the report includes information that controlled property was used. Required information is listed below:

- i) Name and quantity of controlled property used, including relevant details such as make/model/serial number of controlled property used.
- ii) Description of the LEA action/operation involving the controlled property.
- iii) Identification of LEA personnel who used and directed the use of the controlled property.
- iv) Identify or describe civilians who were the subject or target of LEA action/operation. For large crowds or multiple persons, the LEA must provide general description of the civilians (i.e., a crowd of approximately 250 people).
- v) Result of the action/operation in which controlled property was used (i.e., arrests, citations, injuries or fatalities, use-of-force, victim extraction, or property damage).

9) ANNUAL CERTIFICATIONS By signing the SPO Addendum, the LEA agrees to the below certification statements. In addition, the LEA must annually certify compliance with the below certification statements during the Annual LESO Program Inventory. LEAs must:

- a) Certify they have authorization from their CGB to participate in the LESO Program.
- b) Certify they have provided their CGB and local community a comprehensive list of controlled property that may be requested through the LESO Program.
 - i) Notification may be made electronically or in writing and must be translated into appropriate languages to inform individuals with limited English proficiency. It is recommended this notification be done on an annual basis.
 - ii) If controlled property is not identified in the comprehensive list provided to the CGB and local community, an updated notification to CGB and local community must be made. The CGB and local community will be afforded 30-days to review what additional items are being requested.
- c) Certify the request for controlled property comports/complies with all applicable approval requirements of the CGB.
- d) Certify they have adopted and comply with controlled property standards (i.e., appropriate use, supervision of use, effectiveness evaluation, auditing/accountability of use, transparency/notice of use, and record-keeping requirements.
- e) Certify they have provided annual training to personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the United States and de-escalation of force.
- f) Certify that LRAD devices are not authorized to be acquired by any participating LEAs in the State of Texas.

g) Certify that controlled property vehicle(s) are utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief.

h) Certify that controlled property requiring a license (or other authorization), is only utilized by personnel who hold license (or other authorization) to operate such property.

i) Certify that controlled property will be returned to DLA Disposition Services when no longer needed.

j) Certify that they are abiding by the current LESO Program SPO and SPO Addendum, and maintain a signed copy of these documents on file.

k) Certify the Application for Participation on-file with LESO Program is current and accurately reflects the number of officers in the agency when fully staffed. (Note: If Application for Participation is not accurate, LEA must provide an updated Application for Participation to State Coordinators Office).

l) Certify they are compliant with LESO Program allocation limits. (Note: Property allocation limits are based on the number of officers at an LEA when fully staffed).

m) Certify that they agree to return the controlled property if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

n) *Campus LEAs (as described in Section 4)* must also certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

o) *Program participants who are part of a regional sharing agreement (as described in Section 5)*, must also certify that the State of Texas does not authorize participating LEAs to share or loan any LESO assigned property to any other LEA, regardless of if they are part of an internal regional sharing agreement with the participating LEA.

10) SAVINGS CLAUSE/INTERPRETATION Nothing in this SPO Addendum shall be construed to impair or otherwise affect the requirements under the existing SPO between the State and LEA (dated February 2021), unless expressly amended herein. To the extent there is a disagreement concerning the interpretation of this SPO Addendum or the extent this SPO Addendum affects requirements under the existing SPO, the disagreement shall be resolved at the exclusive discretion of the LESO Program.

11) AGREEMENTS OF PARTIES By signing this SPO Addendum, the State and LEA acknowledges and accepts these changes. The SPO Addendum must be signed by LEAs no later than January 1, 2023 to remain eligible for LESO Program participation. The changes contained in this SPO Addendum are acknowledged and accepted by the following:

Governor-appointed State Coordinator State of Texas

Title (Print): Chief, Crime Records Division, Texas Dept of Public Safety

Name (Print): Michelle Farris

Signature (Sign):  Date (MM/DD/YYYY): 10/4/2022

Law Enforcement Agency Name: San Juan Police Department

Chief Law Enforcement Official (CLEO) Title (Print): Chief of Police

Name (Print): Ruben Morin

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Civilian Governing Body (CGB) Title (Print): City of San Juan Mayor

Name (Print): Mario Garza

Signature (Sign): _____ Date (MM/DD/YYYY): _____

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
NOVEMBER 22, 2022

Consider Approval of City of San Juan 2022 Tax Roll Certificates.

STAFF COMMENTS AND RECOMMENDATIONS:

In Accordance with Property Tax Code, Section 26.09 (e), I do hereby submit the 2022 City Property Tax Roll for your Approval. Pablo "Paul" Villareal, Jr. RTA Tax Assessor and Collector for Hidalgo County and the City of San Juan, has Calculated the Taxes Imposed on each Property listed in the Certified Appraisal Roll, as submitted by the Hidalgo County Appraisal District Chief Appraiser.

RECOMMENDATION:

Approve the City of San Juan 2022 Tax Roll Certification.

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.



October 28, 2022

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

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

Dear Mr. Arjona,

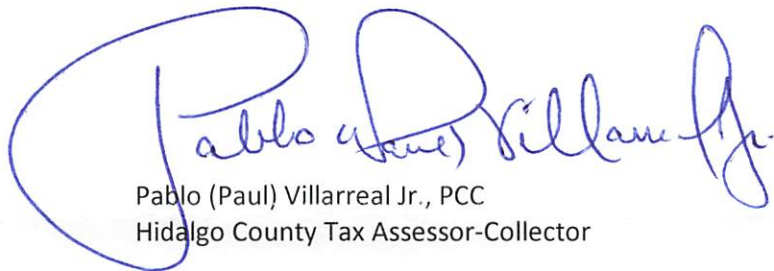
Enclosed please find the 2022 Tax Roll Totals for your district.

Be advised these totals do not include totals for accounts currently under protest. Those totals will be added once the protests are resolved.

Please place this item on the agenda of your next meeting for approval by your governing body, as per Section 26.09(e), of the Texas Property Tax Code.

Should you have any questions in regards, do contact our office.

Sincerely,



Pablo (Paul) Villarreal Jr., PCC
Hidalgo County Tax Assessor-Collector

Xc: Hon. Maria Arcilia Duran, CPA
Hidalgo County Auditor



RECEIVED

NOV 10 2022

City Manager's Office

CITY OF SAN JUAN

ENTITY

The Following Information is furnished as requested.

NOTE: IT IS IMPORTANT YOU COMPLETE EACH SECTION SEPARATELY.

Itemized 2022 Tax Rate (per \$100 valuation):

(A) Maintenance and Operation (M and O) \$ 0.5033

(B) Debt Service (I and S) \$ 0.1732

Total TAX RATE (A + B) FOR 2022 \$ 0.6765

Total TAX LEVY FOR 2022 \$ 10,077,461.55

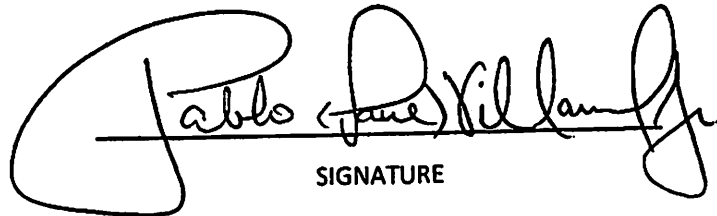
No-New-Revenue Rate 2022 \$ 0.618300

Voter-Approval Rate 2022 \$ 0.676500

Average Residential Value 2022 \$ 116,575

10/14/2022

DATE


SIGNATURE

HIDALGO COUNTY TAX ASSESSOR-COLLECTOR

TITLE

PLEASE RETURN AS SOON AS POSSIBLE TO:

HIDALGO COUNTY APPRAISAL DISTRICT
Attn: Lydia Elizondo, Finance/Personnel Director
PO BOX 208
EDINBURG, TX 78540-0208
FAX: (956) 289-2120

10/06/2022 05:20 pm

tc502_juris_summary.rep v1.15

Tax Collection System - HIDALGO COUNTY

Certified Roll Jurisdiction Summary

Page 24 of 61

Request Seq.: 4106261 CAD Seq.: 681215 Processing For Tax Year: 2022 County Code: ALL Tax Unit: ALL Roll Codes: ALL

Jurisdiction: 37 CITY OF SAN JUAN

Total Parcels:	13,216	Tax Rate:	0.6765000		
Market Value:	1,916,002,854	State Hom:	0	Opt Hom:	0.0000000
		State O65:	0	Opt O65:	5,000
		Disabled:	0	Opt Disabled:	5,000

AG Exclusion Count:	219	AG Exclusion Amt:	54,162,833
Timber Exclusion Count:	0	Timber Exclusion Amt:	0
HS Capped Count:	5,667	HS Capped Amt:	104,893,872
Assessed Value:	1,756,946,149		

Exempt Count/Amt:	10	6,178	Pollution Control Count/Amt:	1	52,250
Prorated-Exxv Count/Amt:	268	184,715,678	Pro Charitable Functions Count/Amt:	1	62,417
Hb366 Count/Amt:	89	97,354	Solar Exemption Count/Amt:	1	44,470
100% Exempt Vet Count/Amt:	97	15,515,171	Pro Schools Count/Amt:	1	2,181,374
Pro Non Profit Count/Amt:	3	1,020,374	Chdo Count/Amt:	2	1,955,775

State Homestead Count:	6,397	State Homestead Amt:	0
Local Homestead Count:	0	Local Homestead Amt:	0
State Over 65 Count:	0	State Over 65 Amt:	0
Local Over 65 Count:	2,037	Local Over 65 Amt:	9,916,081
Surviving Spouse Count:	112	Surviving Spouse Amt:	530,000
State Disabled Count:	0	State Disabled Amt:	0
Local Disabled Count:	275	Local Disabled Amt:	1,330,000
Total VET Count:	178	Total VET Amt:	1,851,889
*VET Surviving Spouse Count:	11	*VET Surviving Spouse Amt:	104,500
*included in the Total VET Count/Amt			

Partial Exempt Values:	13,627,970		
Taxable Value:	1,537,667,138		
Total Levy Amt:	10,077,461.55		
Late AG Penalty Count:	1	Late AG Penalty Amt:	279.42
Late Rendition Penalty Count:	399	Late Rendition Penalty Amt:	14,144.47
Frozen Account Count:	2,343		
Frozen Homesite Value:	210,689,210		
Frozen Taxable Value:	191,150,613		
Unfrozen Levy Amt:	1,293,133.87		
Frozen Levy Amt:	953,853.04		
Frozen Levy Loss Amt:	339,280.83		
Total Non-Exempt Parcel Count:	13,206		

ENTITY	CITY OF SAN JUAN (CSJ)	2022
JURISDICTION	37	

EXEMPT VALUE (EXXV)		TOTAL PARCELS	13,216
AG EXCLUSION	54,162,833	TOTAL MARKET VALUE	1,916,002,854
HS CAPPED AMOUNT	104,893,872	TOTAL EXEMPT PROPERTY	- 378,335,716
ABATED AMOUNT		TAXABLE VALUE	= 1,537,667,138
FREEPORT VALUE		TAX RATE PER \$100	* 0.6765
HB366 VALUE	97,354	LEVY (Before Frozen Levy Loss)	= 10,402,318.19
POLLUTION VALUE	52,250	LEVY LOSS DUE TO FREEZE	- 339,280.83
HISTORICAL VALUE		LATE AG	+ 279.42
CHDO EXEMPTION	1,955,775	LATE RENDITION	+ 14,144.47
PRO SCHOOLS	2,181,374	LEVY	= 10,077,461.25
100% EXEMPT VET OVER 65 HOMESTEAD EXEMPTION	15,515,171 9,916,081	TOTAL LEVY (From TC502)	= 10,077,461.55
OVER 65 HOMESTEAD SURVIVING SPOUSE	530,000	VARIANCE	+/- -0.30
DISABLED	1,330,000		
VETERAN EXEMPTIONS	1,851,889		
PRO CHARITABLE FUNCT	62,417		
PRORATED EXXV	184,715,678		
SOLAR	44,470		
PRO NON PROFIT	1,020,374		
EXEMPT	6,178		
TOTAL EXEMPT PROPERTY	378,335,716		

CERTIFIED TAX ROLL AS OF OCTOBER 1, 2022

TAX ASSESSMENT ROLLS OF CITY OF SAN JUAN FOR THE YEAR 2022 SHOW THE FOLLOWING SUMMARIES:

ROLL	NUMBER ACCTS	MARKET VALUE	TAXABLE VALUE	FREEZE LOSS	TOTAL LEVY
REAL PROPERTY	12,407	1,811,448,682	1,434,413,758	339,280.83	9,364,807.86
PERSONAL PROPERTY	809	104,554,172	103,253,380	.00	712,653.69
MOBILE HOME PROPERTY	0	0	0	.00	.00
MINERAL PROPERTY	0	0	0	.00	.00
OTHER PROPERTY	0	0	0	.00	.00
TOTAL	13,216	1,916,002,854	1,537,667,138	339,280.83	10,077,461.55

RATE OF TAXATION ASSESSMENT RATIO 100%
TOTAL TAX RATE 00.676500

PABLO (PAUL) VILLARREAL JR., PCC
TAX ASSESSOR - COLLECTOR HIDALGO COUNTY

BY:

