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

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

SAN JUAN CITY COMMISSION

Location: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard St.
San Juan, Texas 78589
Tuesday, March 28, 2023

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 Planning and Zoning, Department of Parks and Recreation, Department of Sanitation, San Juan Memorial Library, Department of Finance, Fire Department, Police Department, Municipal Court, and Department of Utilities.

1. Planning and Zoning Monthly Report. [Daniel Tijerina, Director of Planning]

2. Parks and Recreation Monthly Report. [Patrick Willingham, Director of Parks and Recreation]

3. Sanitation Monthly Report. [Israel Garza, Director of Sanitation]

4. San Juan Memorial Library Monthly Report. [Armandina Sesin, Library Director]

5. Department of Finance Monthly Report. [Leroy Gonzales, Director of Finance]

6. Fire Department Monthly Report. [Tirso Garza, Fire Chief]

7. Police Department Monthly Report. [Leandro Sifuentes, Interim Chief of Police]

8. Municipal Court Monthly Report. [Mary Enriquez, Court Administrator]

9. Department of Utilities Monthly Report. [Juan Carlos Martinez, Interim Director of Utilities]

VI. PUBLIC HEARING/ORDINANCES

A. Hold a Public Hearing for the Voluntary Annexation Petition of the Stewart Coves Subdivision, which is 16.579-Acre Tract of Land out of Lots 1 and 6, Stewart's Addition to the Conway Gardens, Located at the Northewest Corner of Moore and Stewart Road, as Requested by Joyce E. Soulek Living Trust. [Daniel Tijerina, Director of Planning]

B. Hold a Public Hearing of an Ordinance for a Rezoning Request from General Business District (C-2) to Single-Family Residence District (R-S) of the 1.63-acre tract of land out of Lot 10, Blocks 5 and 17, John Closner Subdivision, as Requested by Melden & Hunt, Inc. [Daniel Tijerina, Director of Planning]

C. Hold a Public Hearing for a Rezoning Request from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF) on the South 60 feet of the East 156.9 feet of Lot 26 and the North 40 feet and the East 156 feet of Lot 27, Block R, Lettered Block (San Juan), as Requested by Rafael and Lisa Gonzalez. [Daniel Tijerina, Director of Planning]

D. Hold a Public Hearing for a Conditional Use Permit for the Sale of Alcoholic Beverages (BG – Wine and Beer Retailer's Permit) at "Las Cariñosas Drive-Thru" Located 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, as Requested by Ivan Rodriguez Lucio. [Daniel Tijerina, Director of Planning]

E. Hold a Public Hearing for a Special Use Permit for the Installation of a Portable Building, Camera and Antenna at 171 Deanna Drive, Legally Described as Lot 5 and the East ½ of Lot 6, Block 1, Azteca Acres, as Requested by La Palabra Viviente Ministries. [Daniel Tijerina, Director of Planning]

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

A. Discussion and Action, if any, Regarding a Planned Unit Development at Stewart Coves Subdivision Being a 37.258-acre Tract of Land out of Lots 1 and 6, Stewart's Addition to the Conway Gardens, Located at the Northwest Corner of Moore and Stewart Road, as Requested by Melden & Hunt, Inc. [Daniel Tijerina, Director of Planning]

B. Discussion and Action, if any, in Accepting the City of San Juan Annual Comprehensive Financial Report for the Fiscal Year Ending September 30, 2022. [Leroy Gonzales, Director of Finance]

C. Discussion and Consideration to Award RFB NO. 23-009-02-16 City of San Juan Magnetic FlowMeter Improvements Project to the Most Responsible Bidder. [Lori Maldonado, Purchasing Agent]

D. Discussion and Consideration to Award RFQ NO. 23-010-03-16 Engineering Services to the Most Qualified Engineer/Engineering Firms. [Lori Maldonado, Purchasing Agent]

E. Discussion and Action, if any, to Terminate Contract Agreement Services with Cruz-Hogan Consultants on Any and All Future Texas Water Development Drinking Water State Revolving Funds (DWSRF) and Clean Water State Revolving Funds (CWSRF).

F. Discussion and Action, if any, Ratifying the Hidalgo County Drainage District No. 1 Request for the Use of City Facilities as Early Voting and Election Day Polling Locations for the May 6, 2023 General Election. [Brenda Escalante, City Secretary]

VIII. CONTRACTUALS

A. Consideration and Action, if any, Authorizing the Mayor to Ratify a Contract with Hidalgo County Elections Administrator for Election Services. [Brenda Escalante, City Secretary]

B. Consideration and Action, if any, on an Interlocal Cooperation Agreement Between the County of Hidalgo and City of San Juan to Provide Efficient and Effective Library Services for County Residents. [Armandina Sesin, Library Director]

IX. RESOLUTIONS

A. Consideration and Action, if any, on a Resolution for the Submission of an Application to Participate in the ICS (Insured Cash Sweep) Investment Account, Allowing the City to Invest its Funds in a Spectrum Way to Maximize the City's Return on Investments, While Still Maintaining Fiscally Prudent Investments. [Leroy Gonzales, Director of Finance]

B. Consideration and Action, if any, on a Resolution Supporting the Adoption and Approval of the

Texas Term Sheet for Opioid Settlement Proceeds.

X. CONSENT AGENDA

A. Consider Second and Final Reading of an Ordinance for a Rezoning Request from Single-Family Residential District (R-S) to Multi-Family Residential District (R-MF) for a 3.87 acre tract of land out of Lot 16, Block 8, John Closner Subdivision Excluding the West 100' (Drain Ditch), as Requested by Javier A. Peña. [Daniel Tijerina, Director of Planning]

B. Consider Second and Final Reading of an Ordinance for a Conditional Use Permit for the Sale of Alcoholic Beverages (BG – Wine and Beer Retailer's Permit) at "Cazadores Bar and Grill" Located at 901 N. Raul Longoria Road, Legally Described as Pecan Estates Block 2, as Requested by Alberto Cortez Lopez. [Daniel Tijerina, Director of Planning]

C. Consider Second and Final Reading of an Ordinance for a Conditional Use Permit for the Sale of Alcoholic Beverages (BG – Wine and Beer Retailer's Permit) at "El Grullo Drive-Thru" located at 912 E. Business 83, Legally Described as Lot 1, Mireles Subdivision, as Requested by Ricardo Lara. [Daniel Tijerina, Director of Planning]

D. Consider Second and Final Reading of an Ordinance of the City of San Juan, Texas, Renaming a Certain Portion of 3rd Street From Veterans Boulevard "I Road" to Washingtonia Palm Avenue to be Renamed as "Raul Abrego Street"; Authorizing the Mayor to Execute the Documents Needed to Accomplish Said Renaming of a Public Roadway; Providing for Effective Date; Providing for Publication; Providing for Codification; Providing for a Severability Clause; and Providing for a Repealer Clause. [Daniel Tijerina, Director of Planning]

E. Consider Approval of City Commission Meeting Minutes:
- August 23, 2022
- September 13, 2022
- February 21, 2023
- February 28, 2023

F. Consider Approval of the Tax Collection Report for the Month of January 2023.[Leroy Gonzales, Director of Finance]

G. Consider Approval of the Budget Expenditure Report for the Month of January 31, 2023. [Leroy Gonzales, Director of Finance]

H. Consider Approval of the Tax Collection Report for the Month of February 2023.[Leroy Gonzales, Director of Finance]

I. Consider Approval of the Budget Expenditure Report for the Month of February 2023. [Leroy Gonzales, Director of Finance]

XI. EXECUTIVE SESSION

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 for Fourth of July 2023.

2. Pursuant to Section §551.071 of the Texas Government Code, Discussion and Possible Action Regarding the Creation of a Chamber of Commerce.

3. Pursuant to Section §551.071 of the Texas Government Code, Discussion and Possible Action Regarding the Creation of City of San Juan Noche De Paz Queen(s).

XII. RECONVENE

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

1. Pursuant to Section §551.071 of the Texas Government Code, Discussion and Possible Action Regarding the Entertainment for Fourth of July 2023.

2. Pursuant to Section §551.071 of the Texas Government Code, Discussion and Possible Action Regarding the Creation of a Chamber of Commerce.

3. Pursuant to Section §551.071 of the Texas Government Code, Discussion and Possible Action Regarding the Creation of City of San Juan Noche De Paz Queen(s).

XIII. ADJOURNMENT

CERTIFICATION

I certify that the above notice of the Regular Called Meeting of the City of San Juan is true and correct; and that I posted such notice on the bulletin board. A place convenient and readily accessible to the public on the 24th day of March, 2023 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 _____, 2023.

_____
OFFICE OF THE CITY SECRETARY

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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Brenda Escalante, City Secretary

DATE: 03/20/2023

SUBJECT: Planning and Zoning Monthly Report. [Daniel Tijerina, Director of Planning]

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

- 71 building permits were issued during the month of February with a $9,515,599.00 in total valuation.
- 127 garage sale permits were issued for $1,905.00 in total valuation.
- Provide customer service and support to 870 people and handled approximately 1,566 calls.
- The building inspectors made approximately 533 inspections.
- 19 building permits were issued for new houses for $5,030,876.00 in total valuation.
- 1 building permits were issued for four-plexes $480,000.00 in total valuation.
- 1 commercial permit was issued for the San Juan Fire Station for $3,625,700.00 in total valuation.

HEALTH DEPARTMENT

City Inspectors continue visiting all the businesses to check if occupational licenses and health permits were up to date. A total of twenty-three (23) letters were sent out to existing businesses to renew their licenses. A total of twenty (20) business permits were renewed for $1,000.00 in total revenue and twenty (20) health inspections were issued during the month of February with $2,000.00 in total valuation.

NEW BUSINESSES OPENING IN THE CITY DURING THIS MONTH

- Cano Enterprise Dining Room at 109 W. Dicker Road
- GAMCORR Auto Service at 806 W. Business Hwy 83
- Violeta Thrift Store at 4811 N. Raul Longoria Road
- Windshield Plug at 307 W. IH 2

CODE ENFORCEMENT

Code Enforcement Inspectors issued one (1) violation for noise, one (1) illegal dumping, five (5) work orders for weedy lots, six (6) junk vehicles, nine (9) garage sales without a permit, one (1) rubbish, five (5) building without a building permit, four (4) certified letters were sent out, one (1) weedy lot complaint and one (1) person conducting business without a permit.

SUBDIVISIONS IN PROCESS

- Arguello Subdivision
- Artic Ice I Subdivision
- Black Hills Subdivision
- Cantu Subdivision
- España Subdivision
- Giants Subdivision
- Hinojosa Subdivision
- La Paloma Subdivision
- Lucero Estates
- Mosa Multi-Family Subdivision
- Oakridge Estates
- Old Oak Properties
- Paraiso Escondido
- Parks and Recreation Center Subdivision
- Plantation Heights
- San Juan Oaks
- Shops at Chavez, Lots 6-7
- Starlite Subdivision
- Stewart Coves
- The Heights at Raul Longoria
- The Orchards of San Juan – Phase 1
- Twin Subdivision
- Uresti Subdivision
- Westview IV Subdivision

ITEMS REVIEWED BY THE PLANNING AND ZONING COMMISSION

- Rezoning Request for Javier Pena
- Rezoning Request for Joel Cano
- CUP for Cazadores Bar & Grill
- CUP for El Grullo Drive-Thru

SUBDIVISIONS RECORDED ON FEBRUARY

- Gutierrez- Duncan Subdivision
- Re-plat of Lot 5, Texas National Subdivision
- San Juan Fire Station
- Valley Ranch No. 3 Subdivision
- Valley Ranch No. 4 Subdivision

MEETINGS ATTENDED IN FEBRUARY

- Texas Water Development Board Meeting Monthly Meeting
- Meeting with City Attorney regarding Food Court Ordinance
- Meeting for the San Juan Oaks
- Pre-Construction Meeting for Valley Ranch Subdivision #4
- Pre-Construction for the Sewer Line Project at the San Juan Fire Station
- Pre-Construction Meeting for Oakridge Estates

- PSJA Tri-City Sidewalks Project Phase II – Bi-Weekly Meeting
- Lift Station No. 13 Meeting
- IH 2 / I-69 Meeting
- Pre-Construction Meeting for the San Juan Fire Station
- Meeting with Terracon regarding San Juan Fire Station lab test

PLANNING AND ZONING COMMISSION
FEBRUARY 2, 2023
SAN JUAN MEMORIAL LIBRARY
6:00 P.M.

P&Z PRESENT	P&Z ABSENT	STAFF PRESENT	GUESTS PRESENT
Irma Castillo	Víctor Perez, Jr.	Daniel Tijerina	Aaron Garza
Valerie Cardenas	Mark Salinas	Veronica Escobedo	Joe Infante
Adan Magallan		Monica Gomez	Danida Marroquin
Eliza Yzaguirre			Daniel Iniguez
Cesar Cantu			David Sandoval
			Marta Sandoval
			Robert De Mange

1. CALL TO ORDER

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

2. APPROVAL OF MINUTES

Chairwoman Castillo asked if there were any corrections to be made on January 19, 2023 minutes. Commissioner Magallan made a motion to approve the minutes as presented by staff. Commissioner Cantu seconded the motion. The motion passed unanimously with a 5-0 vote.

3. PUBLIC HEARINGS

Item 3.1
Rezoning Request: From Neighborhood Commercial District(C-1) to Multi-Family Residential District (R-MF)
Lots 21thru 24, Block 32, San Juan Original Townsite
Applicant: Joel Cano

REVIEW COMMENTS: Mrs. Gomez explained the memorandum in the packet for a rezoning request from light commercial which is Neighborhood Commercial District (C-1) to Multi-Family Residence District (R-MF) of the four corner lots located at the Southwest corner of 6th Street and Lincoln Avenue. She explained the zoning and uses of the adjacent properties.

RECOMMENDATION: Staff recommended denial of the rezoning request since it is considered a spot zoning and does not meet the minimum square footage for a multi-family lot.

Chairwoman Castillo opened the public hearing at 6:02 p.m. Chairwoman Castillo asked if there was anyone present in favor or against this request.

Mr. Aaron Garza, potential buyer, explained that he is proposing to buy the property to build a fourplex facing Lincoln Avenue. He said that property has been vacant for so many years and apartment complex are located to the West of the property.

Mr. Tijerina approached the podium and explained those apartments were built many years ago, before the zoning ordinance were adopted.

Chairwoman Castillo said those apartments are a non-conforming use.

Commissioner Cardenas had some questions as to what could be built since does not comply with the dimensions for multi-family and does not comply with the zoning to build a house. She asked how many apartments were looking to build and proposed parking area.

Mrs. Gomez said they are just discussing the rezoning of the property and not the proposed use of the property.

Mr. Tijerina stated that staff is recommended denial and the Planning and Zoning needs to make a recommendation for approval or denial.

Chairwoman Castillo closed public hearing at 6:15 p.m.

Commissioner Cardenas made a motion to approve the rezoning request. Commissioner Yzaguirre seconded the motion. The motion passed with a 3-2 vote with Chairwoman Castillo and Commissioner Magallan voting nay.

Item 3.2

Rezoning Request: For Single-Family Residential District (R-S) to Multi-Family Residential District (R-MF)
Being a 3.87-acre tract of land out of Lot 16, Block 8, John Closer Subdivision, excluding the West 100' (Drain Ditch)
Applicant: Javier A. Pena

REVIEW COMMENTS: Mrs. Gomez explained memo accompanied to the agenda. She stated Mr. Pena was applying for a rezoning residential to multi-family of the property located just North of the Dollar General along Raul Longoria Road. It is noted that Dollar General rezoned the back of the property to multi-family when they process the subdivision plat.

RECOMMENDATION: Staff recommended approval.

Chairwomen Castillo opened the public hearing at 6:20 p.m.

Chairwomen Castillo asked if there was any one present regarding this matter, no one was available for comment on set property.

Mr. Yniguez, neighbor, said that he received the letter and wants to know how this change is going to affect his property.

Chairwomen Castillo asked if there was anyone else with comments and concerns regarding this property, no one else available to comment. Chairwomen Castillo closed the public hearing at 6:22 p.m.

Commissioner Magallan made a motion to approve the rezoning request as requested by staff. Commissioner Yzaguirre seconded the motion. The motion passed unanimously with a 5-0 vote.

NEXT MEETING – February 9, 2023

4. ADJOURNMENT

There being no further items to discuss, Commissioner Cardenas made a motion to adjourn; Commissioner Cantu seconded the motion. Meeting was adjourned at 6:23 p.m.

City of San Juan, Texas

_____
Irma Castillo, Chairwoman
Planning and Zoning Commission

Attest:

_____
Planning Director

PLANNING AND ZONING COMMISSION
FEBRUARY 9, 2023
SAN JUAN MEMORIAL LIBRARY
6:00 P.M.

P&Z PRESENT	P&Z ABSENT	STAFF PRESENT	GUESTS PRESENT
Irma Castillo	Valerie Cardenas	Daniel Tijerina	Jose Manuel Cortez
Adan Magallan	Mark Salinas	Monica Gomez	
Eliza Yzaguirre	Victor Perez		
Cesar Cantu			

1. CALL TO ORDER

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

2. APPROVAL OF MINUTES

Commissioner Yzaguirre made a motion to approve the minutes as presented. Commissioner Magallan seconded the motion. The motion passed unanimously with a 4-0 vote.

3. PUBLIC HEARINGS

Item 3.1
Conditional Use Permit

The Sale of Alcoholic Beverages (BG-Wine and Beer Retailer's Permit) at "Cazadores Bar and Grill"
901 N. Raul Longoria Road, Suite 2
Pecan Estates Block 2
Applicant: Alberto Cortez Lopez

REVIEW COMMENTS: Mr. Tijerina explained the memorandum in the packet and listed the existing and adjacent zonings and uses. A late hour permit was requested until 2:00 a.m. Letters were mailed out to the surrounding popery owner and public notice was advertised in the newspaper. There were no comments received for or against the request.

RECOMMENDATION: Staff recommended approval of the conditional use permit.

Chairwoman Castillo opened the public hearing at 6:09 p.m. She asked if there was anyone present in favor or against this request.

Jose Manuel Cortez, representing the applicant, said that Mr. Cortez is willing to comply with the list of requirements in the attached report.

Chairwoman Castillo recommends to stop selling alcohol at 1:00 a.m.

Commissioner Magallan asked about the entrances to the building. Mr. Cortez responded that two entrance/exit were available to the building.

Chaiwoman Castillo closed the public hearing at 6:12 p.m.

Commissioner Yzaguirre made a motion to approve the conditional use permit as presented. Commissioner Cantu seconded the motion. The motion passed unanimously with a 4-0 vote.

Item 3.2
Conditional Use Permit — The Sale of Alcoholic Beverages (BG-Wine and Beer Retailer's Permit) at "El Grullo Drive-Thru"
912 E. Business 83
Lot 1, Mireles Subdivision
Applicant: Ricardo Lara

REVIEW COMMENTS: Mr. Tijerina explained memorandum in the packet and explained the conditional use permit is for off-premise consumption at El Grullo Drive-Thru, before Drama Llama. He listed the hours of operation Monday thru Sunday from 10:00 a.m. to midnight and listed the requirements in the report.

RECOMMENDATION: Staff recommended approval.

Chairwomen Castillo opened the public hearing at 6:17 p.m.

Chairwomen Castillo asked if there was any one present regarding this request.

Chairwoman Castillo closed the public hearing at 6:18 p.m.

No discussion took place on this item.

Commissioner Yzaguirre made a motion to approve the conditional use permit as presented. Commissioner Magallan seconded the motion. The motion passed unanimously with a 4-0 vote.

NEXT MEETING – February 16, 2023, if necessary

4. ADJOURNMENT

There being no further items to discuss, Commissioner Yzaguirre made a motion to adjourn; Commissioner Magallan seconded the motion. Meeting was adjourned at 6:21 p.m.

City of San Juan, Texas

_____
Irma Castillo, Chairwoman
Planning and Zoning Commission

Attest:

_____
Planning Director

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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Brenda Escalante, City Secretary

DATE: 03/20/2023

SUBJECT: Parks and Recreation Monthly Report. [Patrick Willingham, Director of Parks and Recreation]

For the month of February 2023, we have the following to report:

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

- The staff continues to maintain parks and city offices.
- Parks crew has been trimming trees around city office buildings and parks.
- We began fertilizing and watering fields for the upcoming baseball/softball season.
- Staff along with the assistance of Public Works have been working on cleaning out the ponds at the wetlands.

Recreation Division,

WINTER LEAGUES: Boys Basketball league will start the week of February 6. The league consists of 29 teams and the grade levels of Kinder-1st, 2nd-3rd , 4th-5th and 6th . Girls Soccer will also start the week of February 6 with 19 teams and grade levels at Kinder-1st , 2nd-3rd , 4th-5th and 6th

ALL-STAR FOOTBALL GAMES: Monday, February 6 at Richard Flores Stadium in Edinburg, TX. 6:30 pm. Our 6th grade tackle football team played the final game against the Pharr All-Stars.

ADULT SOFTBALL LEAGUE: Registration for Adult Men's Softball is ongoing for Class E Softball League and Co-Ed Softball. Softball games will commence on Thursday, February 2. All softball games are played at Municipal Park.

PONY BASEBALL/SOFTBALL: Preparations are ongoing for the upcoming PONY Baseball/Softball season. On Tuesday, February 28th. Parks staff attended a meeting with Pharr and Alamo to discuss interlocking possibilities with certain age division leagues.

TAAF HALL OF FAME BANQUET: On Thursday, February 9, Patrick Willingham, Ruben Guajardo and Ramiro Moreno attended the TAAF Hall of Fame Banquet in Grand Praire, TX. The City of San Juan received the TAAF Member City Award for population under 35,000 for the state.

2023 PSJA ISD-CITY OF SAN JUAN SOFTBALL TOURNAMENT: On Saturday, February 25 from 10 am - 3 pm the San Juan Parks & Recreation Dept. hosted the annual PSJA ISD-City of San Juan Softball Tournament for 4th-5th Grades. A total of 7 elementary schools in San Juan participated. 1st Place Carman Elementary, 2nd Place Reed-Mock Elementary and 3rd Place Garza-Pena Elementary.

CITY COMMISSION MEETING: On Tuesday, February 28, the City of San Juan was presented the TAAF City of the Year for 2022 small population for promoting and improving the athletic programs for their citizens as well as for the Texas Amateur Athletic Federation.

OPEN/CLOSE PARKS: My staff was opening/closing parks as needed for league practice and/or rentals and the City Hall lights.

Upcoming Events

Boys Basketball Girls Soccer completed March 10, 2023.
Men's and Co-Ed Softball Leagues will be completed March 17, 2023.
Friendly City 5K March 25th, 2023.
Baseball/Softball Opening Ceremonies April 1, 2023.
Baseball/Softball Coaches Meeting March 9th, 2023.
Umpires and staff meeting TBA

Next Parks Board Meeting is Monday March 20th, 2023.

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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Brenda Escalante, City Secretary

DATE: 03/20/2023

SUBJECT: Sanitation Monthly Report. [Israel Garza, Director of Sanitation]

Sanitation Department (February 2023)

- Solid Waste Collection ran on schedule all month
- Brush Pickup ran on schedule all month
- Drop off Site: 850 Residents
- Residential: 928.01 Tons
- Commercial: 746.13 Tons
- Roll-Off Containers: 189.01 Tons 42 loads
- Brush: 601.86 Tons 172 loads of brush

Central Garage (February 2023)
Tickets Open: 53
Tickets Closed: 30

- 5 Residential Side Loaders operating
- 1 Commercial Side Loader operating
- 2 Commercial Front Loaders operating
- 2 Brush Trucks operating
- 1 Brush Tractor (grapple) operating
- 2 Brush Grapple Trucks operating
- 2 Roll- Off Trucks operating

Recycling (February 2023)

Cardboard: 13.72 tons/$773.21

- Mix White Paper 1.32 tons/$26.44
- Newspaper: 0.37 tons/$37.45
- Curbside Recycle: 5.43tons/$0.00
- Mix Plastic 1.32 tons/0.00
- Total Tons/Revenue: 22.16 tons/$837.10
- Savings of $443.20
- Walk-Ins: 428

Code Enforcement (February 2023)

- Violation Notice Issued: 43
- Illegal Dumping: 43
- Residents Contacted: 85
- Construction Material: 21
- Tires: 30

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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Brenda Escalante, City Secretary

DATE: 03/20/2023

SUBJECT: San Juan Memorial Library Monthly Report. [Armandina Sesin, Library Director]

Enclosed is the February monthly report including statistics and programs:
For the month of February, we had, 1,641 visitors. Out of those visitors, 497 were here for computer use only. The library checked out a total of 613 items both adult and children. We had 40 in-house circulation items. We requested and received twenty-seven (25) Interlibrary Loans (ILL). We had 48 new patrons added to our circulation system. We helped the public with an estimated 242 reference/informational questions. We had 40 fax transactions. The monthly amount deposited was $867.40 both fines and fees.

Please see the attached statistical report.

During the month of February

- Attended the City Commission meetings
- Attended the Directors' meetings
- Attended the HCLS meeting at the Donna Public Library
- Attended a library workshop at Palmview City Hall
- Managed the day-to-day operations of the San Juan Memorial Library

Meetings to be held in March 2023

Multipurpose Room

Police Department meeting, March 1st
Civil Service Exam, March 1st
Texas Municipal League Training, March 2nd
Planning & Zoning, March 2nd & 16th
Lion's Club, March 4th

Directors' Meeting, March 6th 15th 29th
EDC, March 7th & 21st
Civil Service meeting, March 10th
City Commission meeting, March 14th & 28th
McDonald's Playvan Event, March 15th
Retirement Seminar, March 16th
HR Training, March 22nd

Training Room:

Eating Smart, March 1st & 8th
Library Board, March 2nd
Civil Service Exam, March 27th

San Juan Memorial Library
February 2023 Statistics

Statistics	
Total Visitors	1,641
Computer Users	497
Total Checkouts	613
In-House Use	40
Inter-Library Loans	25
New Patrons	48
Reference\ Informational Questions	242
FAX transactions	40
Children's Programs	0
Attendance	0

Multipurpose Room Reservations	Attendance
1st Pre-bid Conference	6
2nd Planning & Zoning	15
4th Lions Club	13
7th Civil Service Exam	6
7th City Manager Meeting in Exec. Room	6
8th Water Development Board Meeting	8
8th EDC	8
9th Planning & Zoning	11
10th Civil Service Meeting	7
11th Texas State Guard Meeting	8
13th City Commission	31
14th Directors' Meeting	14
15th Planning & Zoning	17
18th Lions Club	11
21st Bid Opening	6
21st City Commission Meeting	22
22nd Utilities Meeting	8
22nd EDC	20
24th Civil Service Meeting	5
28th Civil Service Exam	23
28th City Commission Meeting	45
Total	**290**

Training Room Reservations	Attendance
1st Eating Smart Class	6
2nd Southwest Key Programs Training	13
6th Southwest Key Programs Training	14
8th Eating Smart Class	7
8th Keeping San Juan Beautiful	5
13th Southwest Key Programs Training	15
13th Stewart Place HOA Meeting	7
15th Eating Smart	6
16th Southwest Key Programs Training	10
22nd Eating Smart	6
Total	**89**

Checkouts	
DVDs	53
Books Juvenile	417
Books Adult	143
Total	**613**

WiFi Usage	
LibGuest	1,963
LibStaff	412
Total	**2,375**

Study Room Attendance	
Study Rooms	**97**

Facebook Page	
Likes	**6**
Visitors	**159**

SJML Homepage	
Visitors	**4,850**

Deposits	
Fines	$ 190.68
Copies	$ 670.95
Surcharges	$ 5.77
Total without Surcharges	**$861.63**
Total with Surcharges	**$867.40**

Youth & Children's Programs/Attendance

Date	Program	Attendance
Wednesday, February 1, 2023	0	0
Thursday, February 2, 2023	0	0
Friday, February 3, 2023	0	0
Monday, February 4, 2023	0	0
Tuesday, February 5, 2023	0	0
Wednesday, February 6, 2023	0	0
Thursday, February 7, 2023	0	0
Friday, February 8, 2023	0	0
Monday, February 13, 2023	0	0
Tuesday, February 14, 2023	0	0
Wednesday, Febrary 15, 2023	0	0
Thursday, February 16, 2023	0	0
Friday, February 17, 2023	0	0
Tuesday, February 21, 2023	0	0
Wednesday, February 22, 2023	0	0
Thursday, February 23, 2023	0	0
Friday, February 24, 2023	0	0
Monday, February 27, 2023	0	0
Tuesday, February 28, 2023	0	0
Total	0	0

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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Leroy Gonzales, Director of Finance

DATE: 03/22/2023

SUBJECT: Department of Finance Monthly Report. [Leroy Gonzales, Director of Finance]

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 3,581 journal entries, issued 1,201 disbursement checks, 125 Bank Drafts and processed 1,791 payroll checks and direct deposits, through the months of February, 2023.
February Sales Tax -0.65% Decrease of ($3,705) Compared to last year.
Audit FY 2021/2022 Started November 10, 2022 (98% complete)
Reconciled 11 Bank Accounts
Budget Adjustments (8)
Budget Amendments (3)
Internal Budget Amendments (4)
Manage a 30.2 million budget

- 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 7,085 water, 10,034 sewer and Brush 10,023 accounts.
- North Alamo Water Supply Corporation service 3,344 sewer accounts and Garbage and Brush 2,925 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 (364)

Service Orders

1. Connects 35
2. Meter information 27
3. Disconnect 23
4. Dead Meters Change 09
5. Past Due Notice 1,968
6. Cut Off Register 104
7. Cut List 12

Payments are made by

60 % paid in person
1 % juniors
29 % online
5 % 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 December, 2022.

- Purchase Orders Issue d 1,574
- Purchase Order Changes/Voids 55
- Bid Openings 8

Public Auction 1

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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Tirso Garza, Fire Chief

DATE: 03/20/2023

SUBJECT: Fire Department Monthly Report. [Tirso Garza, Fire Chief]

The San Juan Fire Department did the following activity during the month of February 2023:

Emergency Calls
A total of 72 Calls for the month of February 2023. (Please see attached report.)
- A Shift = 19
- B Shift = 32
- C Shift = 21

Med-Care Response
Due to COVID-19 Med-Care, EMS responded along with the Fire Department for a total of 30 calls for the month of February 2023. Med-Care has not submitted the monthly report.

County Calls
There were no County Calls for the Month of February 2023.

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 29 inspections were conducted in the month of February 2023. Please see attached for detailed information about each completed inspection.

Plan Reviews
The following plans were reviewed for the month of February 2023:
- Starlite

- Stewart Coves Subdivision
- Ruben Casas
- Rosebriar Caruth Heven LP
- Christian Estates Lot 26
- Christian Estates Lot 21
- Twin Village Apartment
- Paraiso Escondido
- Rio Grande Regional Hospital
- Cartfrenow Regional Hospital

Fuel Utilization

Please note that the total amount of gallons mentioned in this report belongs only to the logs submitted by the Fire Chief, Lieutenant, or Firefighter in Charge for February 2023 to the Administration Office.

- A total of 147.10 Gallons of Unleaded
- A total of 758.10 Gallons of Diesel

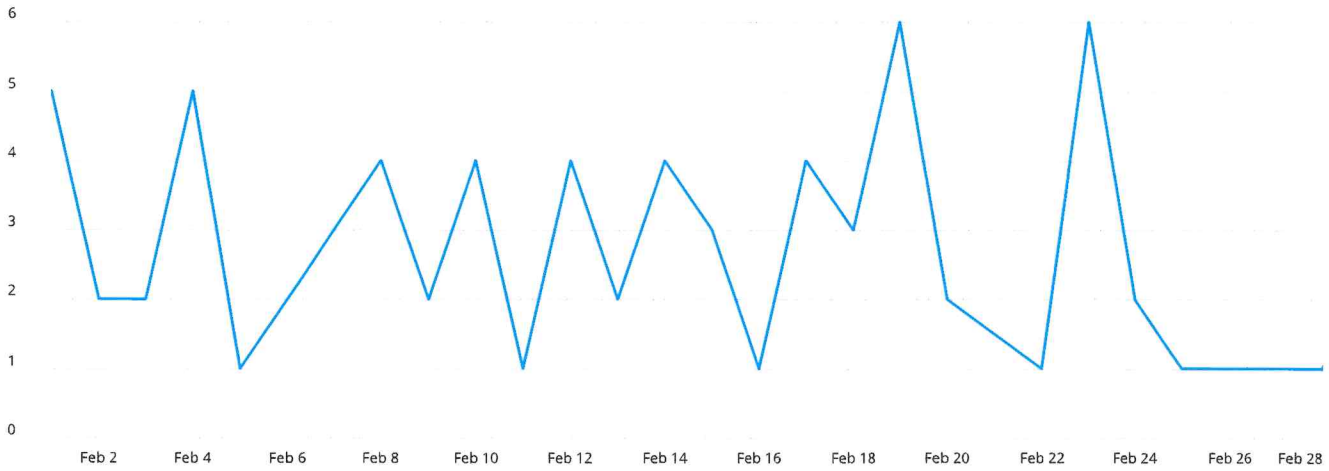
Custom Feb 1, 2023 - Feb 28, 2023

57%
FIRE
Percentage of Total Incidents

42%
EMS
Percentage of Total Incidents

72
INCIDENTS
In Selected Time Slice

28
DAYS
In Selected Time Slice



Counts | % Rows | % Columns | % All

Week Ending	2/5/23	2/12/23	2/19/23	2/26/23	3/5/23	3/12/23	3/19/23	3/26/23	4/2/23	4/9/23	4/16/23	4/23/23	4/30/23	Total
(11) Structure Fire	1	1	2											4
(14) Natural vegetation fire	1	3	1											5
(15) Outside rubbish fire			3	2										5
(30) Rescue, emergency medical call (EMS), other		1		2										3
(31) Medical assist	1	2	2	2										7
(32) Emergency medical service (EMS) incident	4	9	4	3										20
(41) Combustible/f.. spills & leaks			1		1									2
(42) Chemical release, reaction, or toxic condition				1										1
(44) Electrical wiring/equipm. problem			1											1
(48) Attempted burning, illegal action			1											1
(51) Person in distress		1												1
(55) Public service assistance			1											1
(60) Good intent call, other	1													1
(61) Dispatched and canceled en route		1												1
(62) Wrong location, no			1											1

Week Ending	2/5/23	2/12/23	2/19/23	2/26/23	3/5/23	3/12/23	3/19/23	3/26/23	4/2/23	4/9/23	4/16/23	4/23/23	4/30/23	Total
(65) Steam, other gas mistaken for smoke	2		1											3
(70) False alarm and false call, other	2	1	2	2										7
(73) System or detector malfunction	1		2	1										4
(74) Unintentional system/detect... operation (no fire)	2													2
(90) Special type of incident, other		1												1
NULL			1											1
Total	15	20	23	13	1									72

Fire Inspection
February 2023

	Date	Name of Business	Address	Contact	Inspector	App/Deny
1	2/2/23	FADE FACTORY PRO BARBERS	1211 N RAUL LONGORIA	Juan C. Landron	J. Salinas	**Approved**
2	2/13/23	WALGREENS #13962,	101 W 495	Elias Moreno	J. Salinas	**Approved**
3	2/13/23	LA MICHOACANA PALETERIA	1618 N VETERANS RD	Enriqueta Vargas	J. Salinas	**Approved**
4	2/13/23	STARS RESTAURANT	701 N NEBRASKA AVE	Felix Perez	J. Salinas	**Approved**
5	2/13/23	WINGSTOP	826 W 83	Asif Rajabali	J. Salinas	**Approved**
6	2/13/23	WALGREENS	824 N VETERANS RD	David H	J. Salinas	**Approved**
7	2/13/23	GUADALAJARA EXPRESS MEXICAN FOOD	205 W NOLANA LOOP	Luis Arambula	J. Salinas	**Approved**
8	2/13/23	AYLYN'S EVENT CENTER	4306 N RAUL LONGORIA RD	Rosa Casas	J. Salinas	**Approved**
9	2/13/23	FLORERIA Y YERBERIA "DOS HERMANAS",	412 N NEBRASKA AVE	Ma Guadalupe Garcia	J. Salinas	**Approved**
10	2/13/23	HAIR SPRAY SALON & BOUTIQUE,	406 N NEBRASKA AVE		J. Salinas	**Approved**
11	2/13/23	LITTLE SCHOOL HOUSE TRAINING CENTER 3	109 E 7 TH ST	Macarena Chavez	J. Salinas	**Approved**
12	2/13/23	EL REBOZO	905 W 495	Isabel Mendoza	J. Salinas	**Approved**
13	2/13/23	IMPERIAL SHUTTERS LLC	806 W BUSINESS 83	Orlando Mata	J. Salinas	**Approved**
14	2/14/23	TACOS REBECCA	309 S NEBRASKA AVE	Donato Salazar	J. Salinas	**Approved**
15	2/16/23	BEHIND THE FENCE TATTOO STUDIO	113 W 83	Eloy Osuna	J. Salinas	**Approved**
16	2/21/23	GAMCORR AUTO SERVICE	806 BUSINESS 83, STE F	Javier Corres Gonzalez	J. Salinas	**Approved**
17	2/21/23	ALEJANDRO'S BAKERY	2711 N RAUL LONGORIA RD	Jaime Ramirez	J. Salinas	**Approved**
18	2/22/23	TEXAS MUSIC FESTIVALS ENTERPRISE,INC.	216 E 83	Wilberto Perez	J. Salinas	**Approved**
19	2/22/23	WORLD FINANCE CORP	111 W 495	Esteban "Steve" Molina	J. Salinas	**Approved**
20	2/22/23	PREMIER WHOLESALE SOLUTIONS, LLC	3801 N RAUL LONGORIA RD		J. Salinas	**Approved**
21	2/22/23	CRAZY ABOUT MANGONADAS	1110 S STEWART RD	Sonya Gutierrez	J. Salinas	**Approved**
22	2/22/23	CRAZY ABOUT MANGONADAS	510 E 495		J. Salinas	**Approved**
23	2/23/23	TAQUERIA TITOS	909 W 495	Aido Gallegos	J. Salinas	**Approved**
24	2/24/23	IZAGUIRRE WELLNESS CLINIC	1110 S STEWART RD	Saul Izaguirre	J. Salinas	**Approved**
25	2/24/23	SPECTRUM	1600 E INTERSTATE 2 HWY E	Rene Hernandez	J. Salinas	**Approved**
26	2/24/23	LASHED BY ZULLY	111 NOLANA MINI ROOM #5 LOOP	Zully Gamboa	J. Salinas	**Approved**
27	2/24/23	STAR-LITE FRIED CHICKEN	1902 N RAUL LONGORIA RD	Armando Canales	J. Salinas	**Approved**

	Date	Name of Business	Address	Contact	Inspector	App/Deny
28	2/28/23	FASHION NAILS	1618 N VETERANS, RD	Bao Ho	J. Salinas	**Approved**
29	2/28/23	VIOLETA THRIFT STORE	4811 N RAUL LONGORIA	Adela Garcia	J. Salinas	**Approved**
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Mayor: Mario Garza
Mayor Pro-Tem: Leonardo "Lenny" Sanchez
Commissioners: Adina "Dina" Santillan
Ernesto "Neto" Guajardo
Marco "Markie" Villegas

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Leandro Sifuentes, Interim Police Chief

DATE: 03/21/2023

SUBJECT: Police Department Monthly Report. [Leandro Sifuentes, Interim Chief of Police]

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 **FEBRUARY 2023**.

STATISTICS: POLICE	**FEBRUARY**
• Calls for Service:	3103
• Incident reports:	465
• Accidents:	138
• 911 Calls:	1737
• Patrol Citations Issued:	113
• Violations:	165
• Patrol & CID Arrests:	42
• CID Issued Warrants:	18

SPECIAL GRANT DETAILS:	**FEBRUARY**
• Border Star hours:	41.75
• Vehicle Stops:	28
• Contacts:	33
• Misdemeanor Arrest:	0
• Felony Arrest:	1
• Cases Investigated:	0

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SPECIAL EVENTS:

• **Friendly City Bike Ride Event**

Law Enforcement Departments who joined the event:

- Precinct 2 Constables Office
- Alamo Police Department
- PSJA ISD Police Department
- Hidalgo County Sheriff's Office
- Pharr Police Department

Respectfully,
Leandro Sifuentes, Interim- Chief of Police

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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Mary Enriquez, Court Administrator

DATE: 03/21/2023

SUBJECT: Municipal Court Monthly Report. [Mary Enriquez, Court Administrator]

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	$ 25,003.80
Defensive Driving	0
Deferred 0	
Pre-Trials 11	
Bench Trials	4
Scofflaw	$ 5,164.10

COLLECTIONS 2022	COLLECTIONS 2023
February - $21,162.90	February - $ 25,003.80

CITATIONS ISSUED 2022	CITATIONS ISSUED 2023
February - 98	February - 113

SCOFFLAW COLLECTIONS 2022	SCOFFLAW COLLECTIONS 2023
February - $ 2,020.30	February - $ 5,164.10

City Marshal - Warrants and Fines Collected - $ 5,165.00
Amnesty Warrants - 19
Phone Calls - 75
Total Warrants Issued - 108

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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Juan Martinez

DATE: 03/20/2023

SUBJECT: Department of Utilities Monthly Report. [Juan Carlos Martinez, Interim Director of Utilities]

Texas Drought Outlook

- 55% of Texas is in a drought (February 23, 2023)
- RGV is Abnormally Dry (No Change In the watershed)
- Falcon and Amistad are @ 30.35%
- STAGE II IS STILL IN FULL EFFECT

System Outlook

- Water Connections – 7,225
- Sewer Connections – 9,910 (3,218 NAWSC)

Water Treatment Facility

- Combined Gallons Treated: 71.89 MG
- Combined Gallons Produced: 72.83 MG

Water Treatment Facility No. 1

- 0.298 MG treated
- 34.275MG delivered
- 32.31 MG Transferred from WTF No. 2
- 0 MG RAW (Reservoir)
- 0.028 MG Backwash

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- 0 MG Well

Water Treatment Facility No. 2

- 71.593 Treated
- 38.556 MG Delivered
- 25.985 MG Transferred to WTF No. 1
- 51.85 MG RAW (Reservoir)
- 2.34 MG Backwash

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 – 05
- Taps – 05
- Locates - 05

Water Loss

- Reported – 70,000 gals
- Unreported – 126,000 gals

Hydrants

- Flushed – 17
- Repaired/Replaced – 2
- STAGE II WATER CONSERVATION STILL IN EFFECT

Valves

- Worked – 14
- Repaired/Replaced – 6

Utility Billing

- Work Orders –02

We Continue Our Hydrant and Valve Maintenance
Installed 310’ of 10” Water Line
One Vacancy – WD M
Wastewater Treatment Facility

- Treated – 61,897 MG
- Wetland – 0 MG
- 360 - Cubic Yards of Sludge Hauled to Landfill

Wastewater Collections
Work orders - 39

- Sewer Main Repaired – 0
- Sewer Backups Reported –20
- Sewer Backups Cleared – 20
- Odor Complaints – 02
- Locates – 14
- Replaced Manhole covers – 03
- Unauthorized Discharges - 0

Administration
Financials

- Administration – 74.98 %
- Water Treatment – 48.92 %
- Distribution: – 58.61 %
- Sewer Collection – 48.82 %
- Wastewater Treatment – 51.65 %

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 of Lift Station 13 Delayed due to parts back order.
- LS 17 – Rehab work Approved 01/10/2023 Completed.

Certification

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

-

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Hold a Public Hearing for the Voluntary Annexation Petition of the Stewart Coves Subdivision, which is 16.579-Acre Tract of Land out of Lots 1 and 6, Stewart's Addition to the Conway Gardens, Located at the Northewest Corner of Moore and Stewart Road, as Requested by Joyce E. Soulek Living Trust. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The Planning Department is working on the Annexation of a 16.579 acre tract of land to build the Stewart Coves Subdivision, which is 37.258 acres total. The property is located at the Northwest corner of Moore and Stewart Roads. The proposed subdivision will have 184 residential lots.

The property owner has submitted a petition for the voluntary annexation to the City of San Juan. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028 and the City Charter.

Resolution No. 2023-01 was approved by the City Commission on January 10, 2023, setting dates and times of the public hearings as part of the annexation process.

RECOMMENDATION:

Staff recommends approval of the Second Public Hearing of the Voluntary Annexation Petition.

PREPARED BY:
Daniel Tijerina,
Planning Director

APPROVED BY:
Benjamin Arjona, City
Manager

RESOLUTION NO. 2023-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS, ACCEPTING PETITION FOR A VOLUNTARY ANNEXATION OF THE PROPOSED STEWART COVES SUBDIVISION BEING 37.25 - ACRE TRACT OF LAND OUT OF LOTS 1 AND 6, STEWARTS ADDITION TO THE CONWAY GARDENS; SETTING THE DATES AND TIMES FOR PUBLIC HEARINGS REGARDING THE PROPOSED ANNEXATION OF THE BELOW MENTIONED PROPERTIES; AND DIRECTING THE PLANNING DEPARTMENT TO PREPARE A PLAN OF SERVICES FOR SAID ANNEXATION.

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

Section 1. The City of San Juan has received a petition from the following property owners for voluntary annexation of properties described in Exhibit "A". The City Commission of the City of San Juan hereby declares its intention to institute proceedings to annex to the City the territory generally described in Exhibit "A" and being out of the and made a part hereof by the passage of an ordinance of annexation extending the general corporate limits of the City of San Juan for all purposes to include such territory. A map of such proposed annexation is attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 2. The City Commission of the City of San Juan hereby calls two (2) public hearings at which time all interested persons shall have the right and opportunity to appear and be heard upon such proposal to annex the territories described above. The first public hearing shall be held in the City Commission Meeting at the San Juan Memorial Library located at 1010 S. Standard Avenue, San Juan, Texas 78589 at 6:00 p.m. on January 24, 2023. The second public hearing shall be held at the City Commission Meeting at the San Juan Memorial Library located at 1010 S. Standard Avenue, San Juan, Texas 78589 on February 14, 2023 at 6:00 p.m. The annexation proceeding, of which notice of intention to annex is given by this Resolution, shall be instituted not less than eleven (11) days nor more than twenty (20) days subsequent to such public hearings.

Section 3. The City Secretary of the City of San Juan is hereby directed to cause notices of such public hearings to be given by publication in a newspaper having general circulation within the City of San Juan and within the territory proposed to be annexed, the publication of notice of each public hearing to be made at least once in such newspaper not less than eleven (11) days nor more than twenty (20) days prior to the day of that public hearing.

Section 4. The Planning Department is hereby directed to cause to be prepared a service plan that provides for the extension of municipal services to the territories that are proposed to be annexed. The proposed service plan shall be made available for public inspection and shall be explained to the inhabitants of the territory at the public hearings called herein. Such service plan shall be prepared in accordance with the provisions of Chapter 43 of the Texas Local Government Code.

CONSIDERED, PASSED AND **APPROVED** on this **10th day of January, 2023** at a meeting of the City Commission of the City of San Juan, at which a quorum was present and which was held in accordance with Chapter 551, Texas Government Code.

Mario Garza
Mayor

Attest:

Brenda Escalante
City Secretary

Planning & Zoning Department
VOLUNTARY ANNEXATION SCHEDULE

Subject Property	**Stewart Coves Subdivision** **Being 16.579-acre tract of land out of Lots 1 and 6, Stewarts Addition to the Conway Gardens, as per map recorded in Volume 0, Page 43, Map Records, Hidalgo County, Texas.**
Wednesday January 4, 2023	Planning Department distributes location map, annexation map and subdivision plat to other city departments for their review and comments.
Wednesday, January 4, 2023	Negotiate written service agreement with property owner and City.
Tuesday, January 10, 2023	City Commission accepts the petition for Voluntary Annexation, setting dates and times for public hearings by a Resolution.
Wednesday, February 1, 2023	First Public Hearing Notice is published in local newspaper. Send Written Notice by Certified Letter to school district, public entity, and appraisal district, etc.
Tuesday, February 14, 2023	City Commission holds public hearing on Voluntary Annexation.
Wednesday, February 15, 2023	Notice of 2nd Public Hearing is published in the local newspaper.
Tuesday, February 28, 2023	City Commission holds 2nd public hearing on Voluntary Annexation.
Tuesday, March 14, 2023	First Reading: City Commission Approves Voluntary Annexation Ordinance.
Tuesday, March 28, 2023	2nd Reading: City Commission Approves Voluntary Annexation Ordinance.

PETITION FOR ANNEXATION

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

The undersigned, owner of land or representative of the majority of landowners hereby petitions the Mayor and City Council of the City of San Juan, Texas to annex a tract of land being the N. 429' of W. 680' of the E. 1180' out of Lot 6 & The S. 633' of the W. 680' of the E 1180' out of Lot 1 out Lots 1 and 6, Stewarts Addition to The Conway Gardens, Volume 0, Page 43, H.C.M.R City of San Juan, Hidalgo County, Texas

Joyce E. Soulek Living Trust

Mario A. Reyna P.E, Authorized Agent

Alejandra Contreras

Mario A. Reyna P.E, Authorized Agent

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

Given under my hand and seal of office, this the 24th day of October, 2022.

Wendy Rodriguez

Notary Public, State of Texas

WENDY B. RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 07/01/2025
Notary ID 13057688-4

EXHIBIT "A"

September 19, 2022

METES AND BOUNDS DESCRIPTION
16.579 ACRES OUT OF LOTS 1 AND 6,
STEWARTS ADDITION TO THE CONWAY GARDENS,
CITY OF SAN JUAN,
COUNTY OF HIDALGO, TEXAS

A tract of land containing 16.579 acres situated in the City of San Juan, County of Hidalgo Texas, out of Lots 1 and 6, Stewarts Addition to the Conway Gardens, according to the plat thereof recorded in Volume 0, Page 43, Hidalgo County Map Records, which said 16.579 acres being out of a tract conveyed to Joyce E. Soulek Living Trust by virtue of a General Warranty Deed recorded under Document Number 3350363, Hidalgo County Official Records, and a tract of land conveyed to Alejandra Contreras by virtue of a Warranty Deed recorded under Document Number 658482, Hidalgo County Official Records, said 16.579 acres also being more particularly described as follows:

COMMENCING, at a Nail set at the Southeast corner of said Lot 6;

THENCE, N 81° 23' 26" W along the South line of said Lot 6, a distance of 500.00 feet;

THENCE, N 08° 36' 34" E a distance of 891.00 feet to a No. 4 rebar set for the Southeast corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, N 81° 23' 26" W, a distance of 680.00 feet to a No. 4 rebar set on the East line of a 140.00-foot right-of-way claimed in fee by Hidalgo County Irrigation District No. 2, for the Southwest corner of this tract;

2. THENCE, N 08° 36' 34" E, along the East line of said 140.00-foot right-of-way claimed in fee by Hidalgo County Irrigation District No. 2, at a distance of 429.00 feet pass the North line of said Lot 6 and the South line of said Lot 1, at a distance of 897.00 feet pass the South line of said certain tract conveyed to Alejadra Contreras, continuing a total distance of 1,062.00 feet to a No. 4 rebar set on the South line of a certain tract conveyed to Jose Luis Contreras by virtue of a Warranty Deed recorded under Document Number 658483, Hidalgo County Official Records, for the Northwest corner of this tract;

3. THENCE, S 81° 23' 26" E, a distance of 680.00 feet to a No. 4 rebar set, for the Northeast corner of this tract;

4. THENCE, S 08° 36' 34" W, along the East line of said Lot 1, at a distance of 633.00 feet pass the South line of said Lot 1 and the North line of said Lot 6, continuing a total distance of 1,062.00 feet, to the POINT OF BEGINNING and containing 16.579 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 06/20/2022 UNDER MY DIRECTION AND SUPERVISION.

09/19/2022

ROBERTO N. TAMEZ, R.P.L.S. #6238 DATE:

Page 43

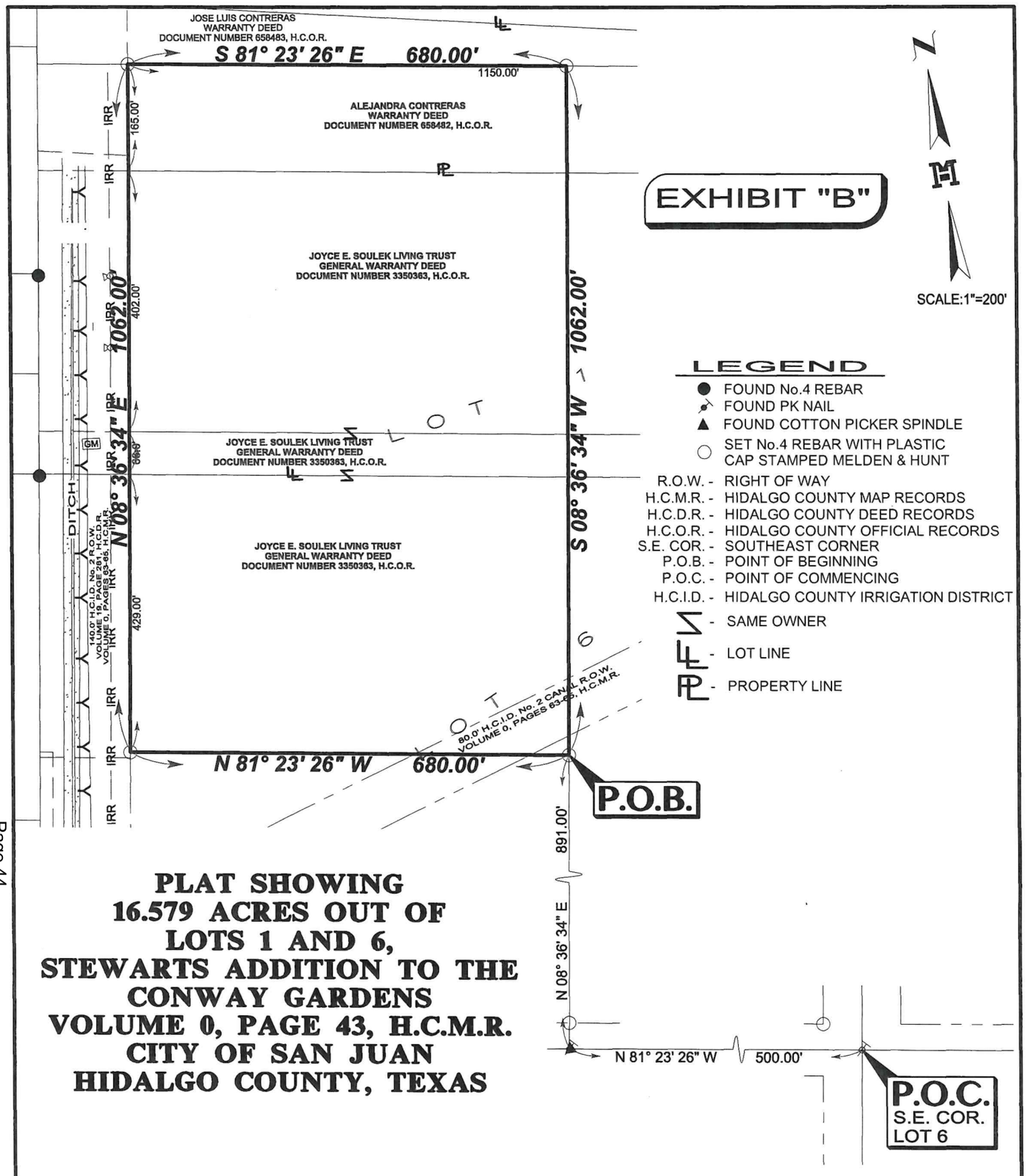

EXHIBIT "B"

LEGEND

- FOUND No.4 REBAR
- FOUND PK NAIL
- FOUND COTTON PICKER SPINDLE
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
S.E. COR. - SOUTHEAST CORNER
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
H.C.I.D. - HIDALGO COUNTY IRRIGATION DISTRICT
SAME OWNER
LOT LINE
PROPERTY LINE

PLAT SHOWING 16.579 ACRES OUT OF LOTS 1 AND 6, STEWARTS ADDITION TO THE CONWAY GARDENS VOLUME 0, PAGE 43, H.C.M.R. CITY OF SAN JUAN HIDALGO COUNTY, TEXAS

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE PK NAIL FOUND AT THE SOUTHWEST CORNER OF LOT 6, AND THE COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF SAID LOT 6.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 06/20/22 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

09/19/2022

ROBERTO N. TAMEZ, RPLS No. 6238 DATE:

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10096900

PAGE 2 OF 2
DATE: 09/19/2022
JOB No. 22134
FILE NAME: 22134
DRAWN BY: J.G.

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

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J:\Surveys\2022\22134\dwg\22134 COZ EXHIBIT.dwg, Borders, 9/19/2022 2:16:18 PM, jesse

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Hold a Public Hearing of an Ordinance for a Rezoning Request from General Business District (C-2) to Single-Family Residence District (R-S) of the 1.63-acre tract of land out of Lot 10, Blocks 5 and 17, John Closner Subdivision, as Requested by Melden & Hunt, Inc. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

At the City Commission Meeting held on August 23, 2022, the City Commission took no action on this item. The Planning and Zoning Commission and City Staff recommended denial of the rezoning request since it does not comply with the future land use map and surrounding zoning map.

Previously, staff provided the following background:

Menden & Hunt, Inc. is applying for a rezoning request from commercial to residential of the 1.63-acre tract that is located approximately a quarter of a mile North of FM 495, along the East side of Veterans Boulevard (North of Castle Heights Subdivision).

It is noted, that the first 250 feet along Veterans Boulevard is zoned as General Business District (C-2) from Nolana Avenue to FM 495.

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

RECOMMENDATION:

Staff recommends denial of the rezoning request.

PREPARED BY:
Daniel Tijerina,
Planning Director

APPROVED BY:
Benjamin Arjona, City Manager

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Rezoning Request from General Business District (C-2) to Single-Family Residence District (R-S)
APPLICANT:	Melden & Hunt, Inc.
SURVEYOR/ENGINEER:	N/A
LEGAL:	Being a 1.63 acre tract of land out of Lot 10, Blocks 5 and 17, John Closner Subdivision
LOCATION:	The property is located approximately a quarter of a mile North of FM 495, along the East side of Veterans Boulevard
PROPOSED USE OF PROPERTY:	Residential Subdivision
EXISTING ZONING:	General Business District (C-2)
EXISTING LAND USE/ ADJACENT ZONING:	*North* – Commercial; General Business District (C-2) *South* – Residential / Commercial; Single-Family Residence District (R-S) / General Business District (C-2) *East* – Commercial; Single-Family Residence District (R-S) / General Business District (C-2) *West* – Outside City Limits
ACCESS AND CIRCULATION:	This property has access along Veterans Boulevard.
PUBLIC SERVICES:	Water service will be provided by the North Alamo Supply Corporation; sewer is provided by the City of San Juan.
RECOMMENDATION:	Staff recommends denial of the rezoning request because it does not comply with the future land use map and surrounding zoning map.

EVALUATION AND CONDITIONS FOR APPROVAL

Melden & Hunt, Inc. is applying for a rezoning request from commercial to residential of 1.63-acre tract that is located approximately a quarter of a mile North of FM 495, along the East side of Veterans Boulevard (North of Castle Heights Subdivision).

It is noted, that the first 250 feet along Veterans Boulevard is zoned as General Business District (C-2) from Nolana Avenue to FM 495.

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

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

Proposed Site

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING ORDINANCE NO. 98-006 OF THE CITY OF SAN JUAN, TO CHANGE THE ZONING DISTRICT FROM GENERAL BUSINESS DISTRICT (C-2) TO SINGLE-FAMILY RESIDENCE DISTRICT (R-S) OF THE PROPERTY LEGALLY DESCRIBED AS 1.63 ACRE TRACT OF LAND OUT OF LOT 10, BLOCK 5 AND 17, JOHN CLOSNER SUBDIVISION, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS:

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

The zoning district of the property legally described as Lot 10, Blocks 5 and 17, John Closner Subdivision, shall be changed to Single-Family Residence District (R-S) and the zoning map shall be amended accordingly.

PASSED and **APPROVED** on first reading on the 28th day of March, 2023.

PASSED and **APPROVED** on second and final reading on the _____ day of _____, 2023.

CITY OF SAN JUAN

_____
MARIO GARZA
MAYOR

ATTEST:

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

_____
BRENDA ESCALANTE
CITY SECRETARY

_____
CITY ATTORNEY

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ
TBPELS Firm # F-1435
TBPELS # 10096900

March 16, 2023

Daniel Tijerina
709 S. Nebraska
San Juan, TX 78589

Re: Rezoning Request – 1.63-acre tract along Veterans Boulevard

Dear Mr. Tijerina,

On behalf of the owners, Asension & Maria Alonzo, we Melden & Hunt, Inc. are respectfully requesting that you place us on the next City Commission meeting for the consideration of our rezoning request.

Your consideration on this request is greatly appreciated. If you have any questions or need further information, please feel free to contact me at (956) 381-0981.

Sincerely,

Melden & Hunt, Inc.

Ruben James De Jesus, P.E.
Vice- President

RECEIVED
MAR 16 2023
Planning Department

Legend

CITY LIMITS

Proposed area

Rezoning Request from General Business District (C-2) to Single-Family Residence District (R-S) of the 1.63 acre tract of land out of Lot 10, Blocks 5 and 17, John Closner Subdivision, as Requested by Melden & Hunt, Inc.

N

Legend

CITY LIMITS

Proposed area

Rezoning Request from General Business District (C-2) to Single-Family Residence District (R-S) of the 1.63 acre tract of land out of Lot 10, Blocks 5 and 17, John Closner Subdivision, as Requested by Melden & Hunt, Inc.

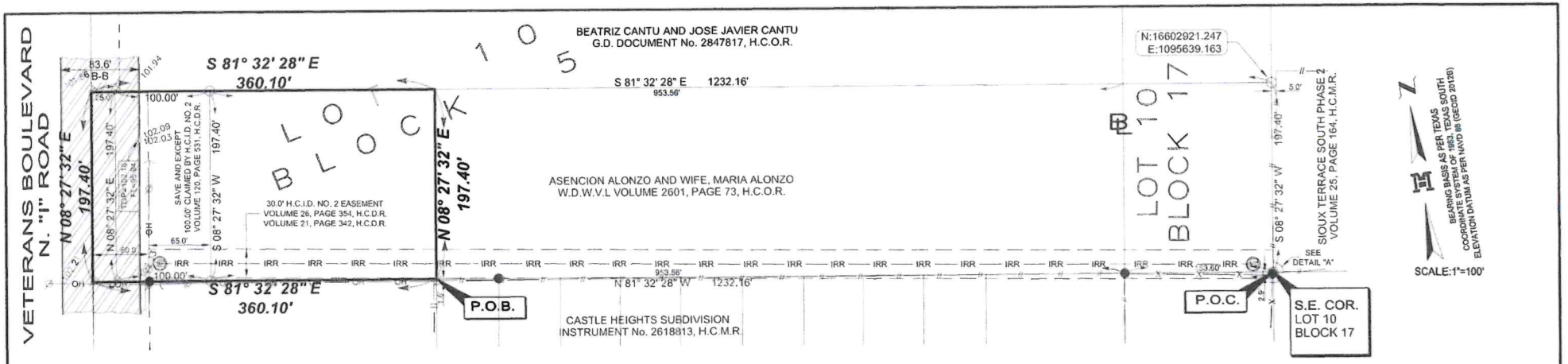
N

Zoning Districts

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

Rezoning Request from General Business District (C-2) to Single-Family Residence District (R-S) of the 1.63 acre tract of land out of Lot 10, Blocks 5 and 17, John Closner Subdivision, as Requested by Melden & Hunt, Inc.

N



ACREAGE
5.584 ACRES
-0.453 AC. SAVE & EXCEPT
5.131 ACRES GROSS
-0.113 AC. "I" ROAD R.O.W.
5.018 ACRES NET

DETAIL "A"
N.T.S.

PLAT SHOWING
1.631 ACRES OUT OF LOT 10, BLOCK 5, AND OUT OF LOT 10, BLOCK 17, JOHN CLOSNER SUBDIVISION VOLUME 0, PAGES 4–5, H.C.M.R. CITY OF SAN JUAN HIDALGO COUNTY, TEXAS

LEGEND

- FOUND No.4 REBAR
- SET NAIL
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- POWER POLE
- GUY WIRE
- IRRIGATION STAND PIPE (SIZE AS NOTED)
- BLOCK FENCE
- CHAIN LINK FENCE
- WOOD FENCE
- IRRIGATION LINE
- OVERHEAD POWER LINE
- ASPHALT AREA
- CONCRETE AREA

B-B - BACK OF CURB TO BACK OF CURB
R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
H.C.I.D. NO. 2 - HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2
W.D.W.V.L. - WARRANTY DEED WITH VENDOR'S LIEN
G.D. - GIFT DEED
S.E. COR. - SOUTHEAST CORNER
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
N.T.S. - NOT TO SCALE
AC. - OF ONE ACRE
- LOT LINE

I, RUBEN JAMES DE JESUS, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 05/14/2021 UNDER MY DIRECTION AND SUPERVISION.

8.1.2022

RUBEN JAMES DE JESUS, RPLS No. 6813 DATE:

STATE OF TEXAS
REGISTERED
RUBEN JAMES DE JESUS
6813
PROFESSIONAL
LAND SURVEYOR

FLOOD ZONE
ZONE "B"
AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

COMMUNITY-PANEL NUMBER: 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

NOTES:
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.
3. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.
4. SURVEY WAS PREPARED FOR THE PURPOSE OF CHANGE OF ZONE FOR THE CITY OF SAN JUAN

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No. 10096900

PAGE: 3 OF 3
BOOK: T-1123, PG. 20
DATE: 06/17/2021
JOB No. 21093.08
FILE NAME: 21093.08
DRAWN BY: J.C./J.L.G.

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

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June 17, 2021

METES AND BOUNDS DESCRIPTION
1.631 ACRES OUT OF
LOT 10, BLOCK 5, AND OUT
OF LOT 10, BLOCK 17,
JOHN CLOSNER SUBDIVISION
CITY OF SAN JUAN,
HIDALGO COUNTY, TEXAS

A tract of land containing 1.631 acres situated in the City of San Juan, Hidalgo County, Texas, consisting of: 5.584 acres being a part or portion out of Lot 10, Block 5, and out of Lot 10, Block 17, John Closner Subdivision, according to the plat thereof recorded in Volume 0, Pages 4-5, Hidalgo County Map Records, which said 1.631 acres were conveyed to Asencion Alonzo and wife, Maria Alonzo, by virtue of a Warranty Deed with Vendor's Lien recorded in Volume 2601, Page 73, Hidalgo County Official Records, Save and Except 0.453 of one acre conveyed to Hidalgo County Irrigation District No. 2, by virtue of a Deed recorded in Volume 120, Page 531, Hidalgo County Deed Records, said 1.631 acres also being more particularly described as follows:

COMMENCING at a No. 4 rebar set on the Southeast corner of Lot 10, Block 17, of said John Closner Subdivision;

THENCE, N 81° 32' 28" W along the South lines of said Lot 10, Block 17 and of said Lot 10, Block 5, at a distance of 153.60 feet pass a No. 4 rebar found at the Southwest corner of said Lot 10, Block 17, and the Southeast corner of said Lot 10, Block 5, continuing a total distance of 872.06 feet for the Southeast corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, N 81° 32' 28" W along the South line of said Lot 10, Block 5, at a distance of 235.10 feet pass a No. 4 rebar set on the existing East right-of-way line of Veterans Boulevard - N. "I" Road, continuing a total distance of 360.10 feet to a Nail set, for the Southwest corner of this tract;

2. THENCE, N 08° 27' 32" E within the existing right-of-way of Veterans Boulevard - N. "I" Road, a distance of 197.40 feet to a Nail set, for the Northwest corner of this tract;

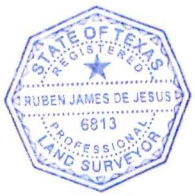
3. THENCE, S 81° 32' 28" E at a distance of 25.00 feet pass a No. 4 rebar set on the existing East right-of-way line of Veterans Boulevard - N. "I" Road, continuing a total distance of 360.10 feet to the Northeast corner of this tract;

4. THENCE, S 08° 27' 32" W a distance of 197.40 feet to the POINT OF BEGINNING and containing 1.631 of one acre of land, more or less.

I, RUBEN JAMES DE JESUS, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 05/14/2021 UNDER MY DIRECTION AND SUPERVISION.

8.1.2022

RUBEN JAMES DE JESUS, R.P.L.S. #6813 DATE:



Z:\Surveys\2021\21093\Metes & Bounds\1.63 Ac. M&B.docx

Rezoning Request from General Business District (C-2) to Single-Family Residence District (R-S) of the 1.63 acre tract of land out of Lot 10, Blocks 5 and 17, John Closner Subdivision, as Requested by Melden & Hunt, Inc.

Melden & Hunt, Inc.
115 W. McIntyre Street
Edinburg, TX 78541

Alonzo, Asencion and Maria
818 E. Dreyer Street
Pharr, TX 78577

Cantu, Beatriz & Jose Javier
1208 S. Veterans Blvd
Pharr, TX 78577-6110

Pequeno, Alma Vallejo
4808 Maya Dr.
San Juan, TX 78589-5002

Blanco Enterprises, LTD.
501 North Bridge PMB 582
Hidalgo, TX 78557-2530

Zambrano Investment Group, LLC.
1002 N. Raul Longoria Rd.
San Juan, Texas 78589

Ramirez, Olegario & Sandra
1806 Victory Dr.
San Juan, Texas 78589-0139

Castillo, Ricardo and Kristy Lee
904 Castle Heights
San Juan, TX 78589

Ramirez, Olegario and Sandra
1806 Victory Drive
San Juan, TX 78589

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Hold a Public Hearing for a Rezoning Request from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF) on the South 60 feet of the East 156.9 feet of Lot 26 and the North 40 feet and the East 156 feet of Lot 27, Block R, Lettered Block (San Juan), as Requested by Rafael and Lisa Gonzalez. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

Mr. Gonzalez is applying for a rezoning from Single-Family Residential to Multi-Family of his property, which is 100 feet by 156.90 feet (15, 690 square feet). The property is located approximately 270 feet South of 12th Street along the West side of Wyoming Avenue. The surrounding properties consist of residential uses.

Staff recommends denial of the rezoning request since it is considered a spot zoning and does not meet the minimum requirement of 150 feet in width by 150 feet on depth (22,500 square feet).

Spot zoning is defined as the application of zoning to a specific parcel of land or parcels of land within a large zoned area when the rezoning is at odds with a city's master plan and current zoning restrictions. In the staff's opinion, this rezoning request fits the definition of spot zoning.

The Future Land Use and Existing Land Use designated this property as Residential Use. The surrounding properties consist of residential use along Wyoming Avenue.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to seventeen (17) property owners within a two hundred (200) foot radius and received three calls against this request.

RECOMMENDATION:

Staff recommends denial of the rezoning request since it is considered a "spot" zoning and does not meet the minimum area requirement for a multi-family lot which is 150 feet in width by 150 feet on depth (22, 500 square feet).

PREPARED BY:
Brenda Escalante,
City Secretary

APPROVED BY:
Benjamin Arjona, City
Manager

Loan No. 7925152

Exhibit "A"
The Property

Metes and Bounds Description

BEING 0.36 ACRE OUT OF A PART OR PORTION OUT OF LOT TWENTY-SIX (26, AND LOT TWENTY SEVEN (27), ORIGINAL TOWNSITE OF SAN JUAN, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 46, MAP RECORDS OF HIDALGO COUNTY, TEXAS SAID 0.36 ACRE TRACT OF LAND BEING THE SAME LAND DESCRIBED IN DOC # 3360702 O.R. AND IS ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 27, BLOCK R, ORIGINAL TOWNSITE OF SAN JUAN BEING ON THE WEST RIGHT OF WAY LINE OF WYOMING AVE. FOR A CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

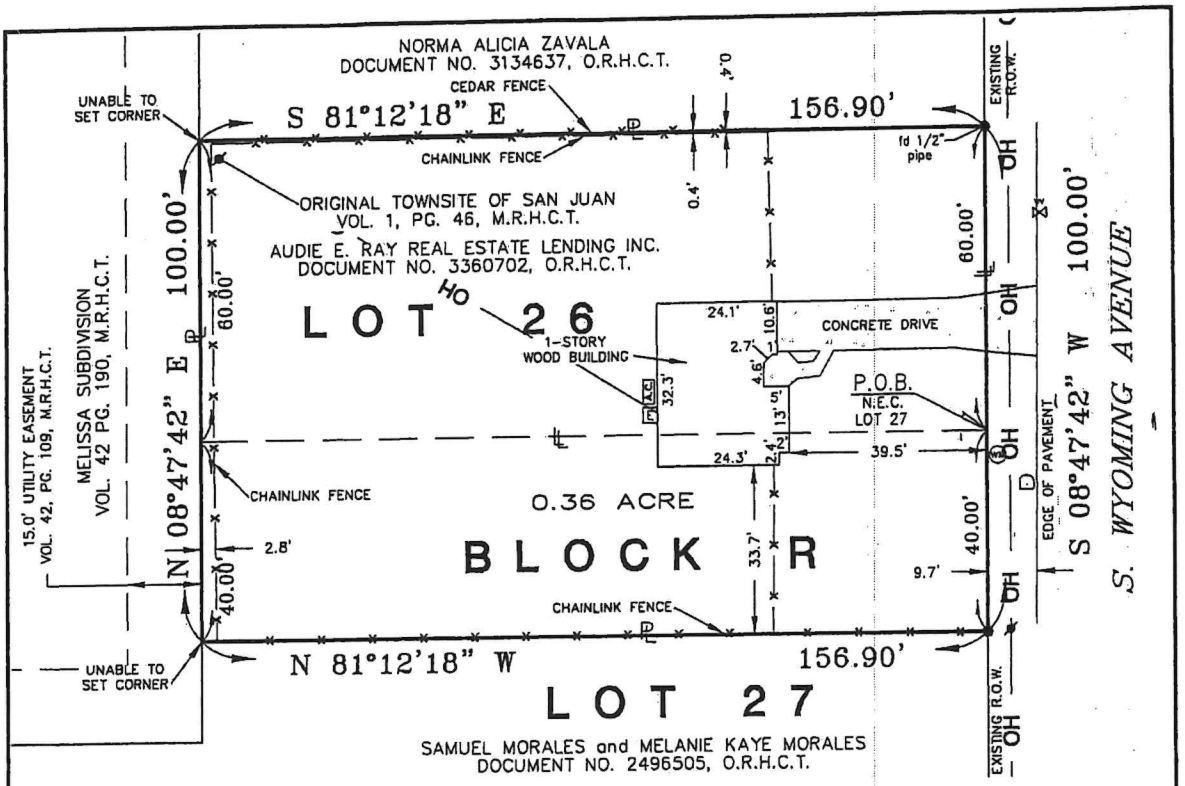
THENCE S 08°47'42" W, WITH THE EAST LINE OF SAID LOT 27, AND THE WEST RIGHT OF WAY LINE OF SAID WYOMING AVE, A DISTANCE OF 40.00' TO A ½" ROD FOUND AT THE NORTHEAST CORNER OF THE MORALES TRACT (DOC # 2499505 O.R.) FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE N 81°12'18" W, WITH THE NORTH LINE OF SAID MORALES TRACT ACROSS SAID LOT 27, A DISTANCE OF 156.90' TO THE EAST LINE OF THE MELISSA SUBD. (VOL. 42 PG 190 M.R.) FOR A CORNER OF THE SAID MORALES TRACT, AND THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE N 08°47'42" E, WITH THE EAST LINE OF SAID MELISSA SUBD, AT 40.0' PASS THE COMMON LINE BETWEEN SAID LOT 27 AND LOT 26, AT 100.00' IN ALL TO THE SOUTHWEST CORNER OF THE ZAVALA TRACT (DOC # 3134637 O.R.) FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE S 81°12'18" E, WITH THE SOUTH LINE OF SAID ZAVALA TRACT, ACROSS SAID LOT 26, A DISTANCE OF 156.90' TO A ½" PIPE FOUND AT THE EAST LINE OF SAID LOT 26, SAME BEING THE WEST RIGHT OF WAY LINE OF SAID WYOMING AVE. FOR THE SOUTHEAST CORNER OF SAID ZAVALA TRACT, AND THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE S 08°47'42" W, WITH THE WEST RIGHT OF WAY LINE OF SAID WYOMING AVE. SAME BEING THE EAST LINE OF SAID LOT 26, A DISTANCE OF 60.00' TO THE POINT OF BEGINNING, CONTAINING 0.36 OF AN ACRE OF LAND, MORE OR LESS.



SCHEDULE B ITEMS:

10a. Rights of parties in possession. (Affects Subject Tract)

10b. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not. (Affects Subject Tract)

10c. Not a Survey Matter.

10d. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land. (Affects Subject Tract)

10e. Visible and apparent easements on or across property described in Schedule A. (Affects Subject Tract)

10g. The land described in Schedule A of this policy extends only to real property and shall not include any manufactured home or house trailer. Any manufactured home or house trailer on the land is excluded from this policy of title insurance. (Affects Subject Tract)

10j. All matters as shown on the map/plat recorded in Volume 1, Page 46, Map Records, Hidalgo County, Texas.
5' Foot in width Utility Easement along the West property line. (Not Applicable)

10k. Rights of tenants in possession, as tenants only, under any unrecorded leases or rental agreements. (Affects Subject Tract)

LEGEND

o	– SET 1/2 INCH IRON ROD W/ A RED CAP STAMPED "RIO DELTA SURVEYING"	A.C.	– A.C. UNIT
●	– FD. 1/2 INCH IRON ROD	℄	– LOT LINE
—x—	– FENCE LINE	ℙ	– PROPERTY LINE
—OHE—	– POWER LINE	M.R.H.C.T.	– MAP RECORDS HIDALGO COUNTY, TEXAS
	– POWER POLE	D.R.H.C.T.	– DEED RECORDS HIDALGO COUNTY, TEXAS
	– WATER METER	O.R.H.C.T.	– OFFICIAL RECORDS HIDALGO COUNTY, TEXAS
	– ELECTRIC METER	VOL.	– VOLUME
	– WATER VALVE	PGS.	– PAGES
	– MAIL BOX	R.O.W.	– RIGHT OF WAY

NOTE: SCALE: 1" = 30'

1. THIS SURVEYOR MADE NO ATTEMPT TO LOCATE ANY UNDERGROUND UTILITIES.

2. BEARING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH ZONE (4205), NORTH AMERICAN DATUM 1983.

3. MINIMUM BUILDING SETBACKS AS PER THE CITY OF SAN JUAN ZONING ORDINANCE.

PLAT SHOWING

BEING 0.36 ACRE OUT OF A PART OR PORTION OUT OF LOT TWENTY-SIX (26, AND LOT TWENTY SEVEN (27), ORIGINAL TOWNSITE OF SAN JUAN, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 46, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (SEE METES AND BOUNDS)

GF#: 2022-28215

ADDRESS: 1300 WYOMING AVE.
SAN JUAN, TEXAS

SURVEYED: OCTOBER 12, 2022

REQUESTED BY: TERCER ASSOCIATES LLC
BY RAFAEL H. GONZALEZ and LISA GONZALEZ LLC
a LIMITED LIABILITY COMPANY

NO FLOOD ZONE MAP EXIST FOR THIS AREA

I, JOSE MARIO GONZALEZ, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

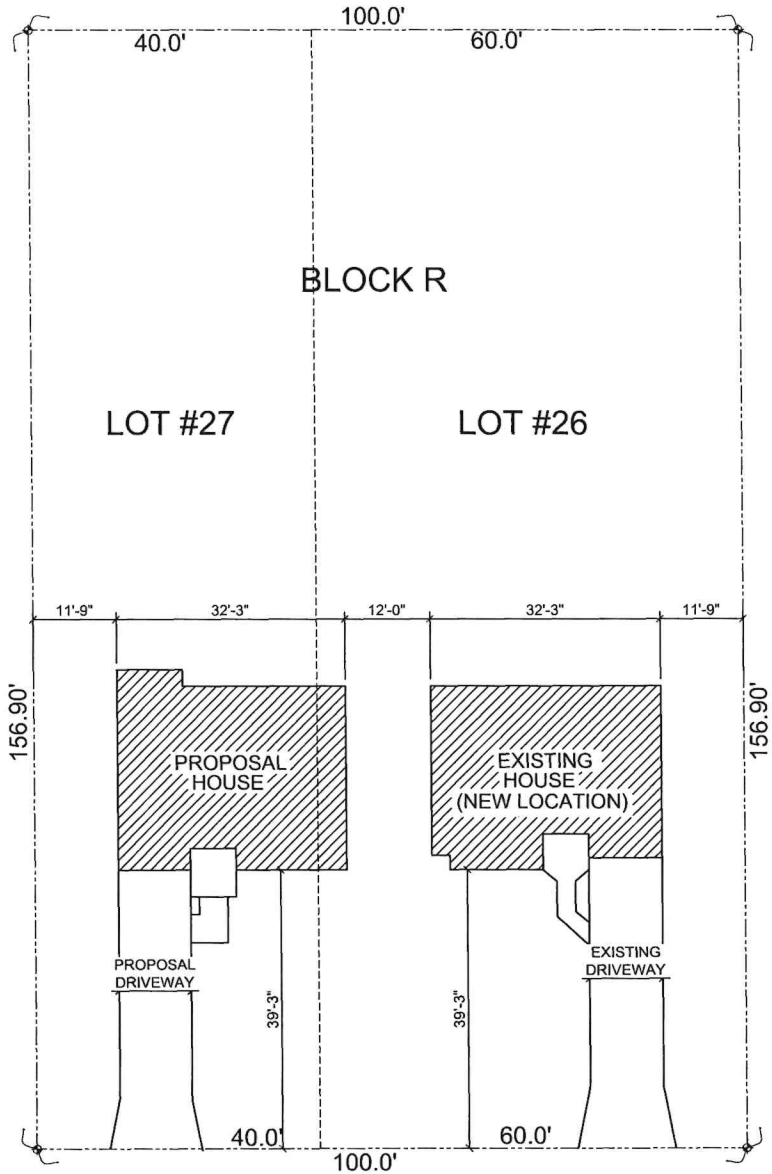
10-12-22

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571

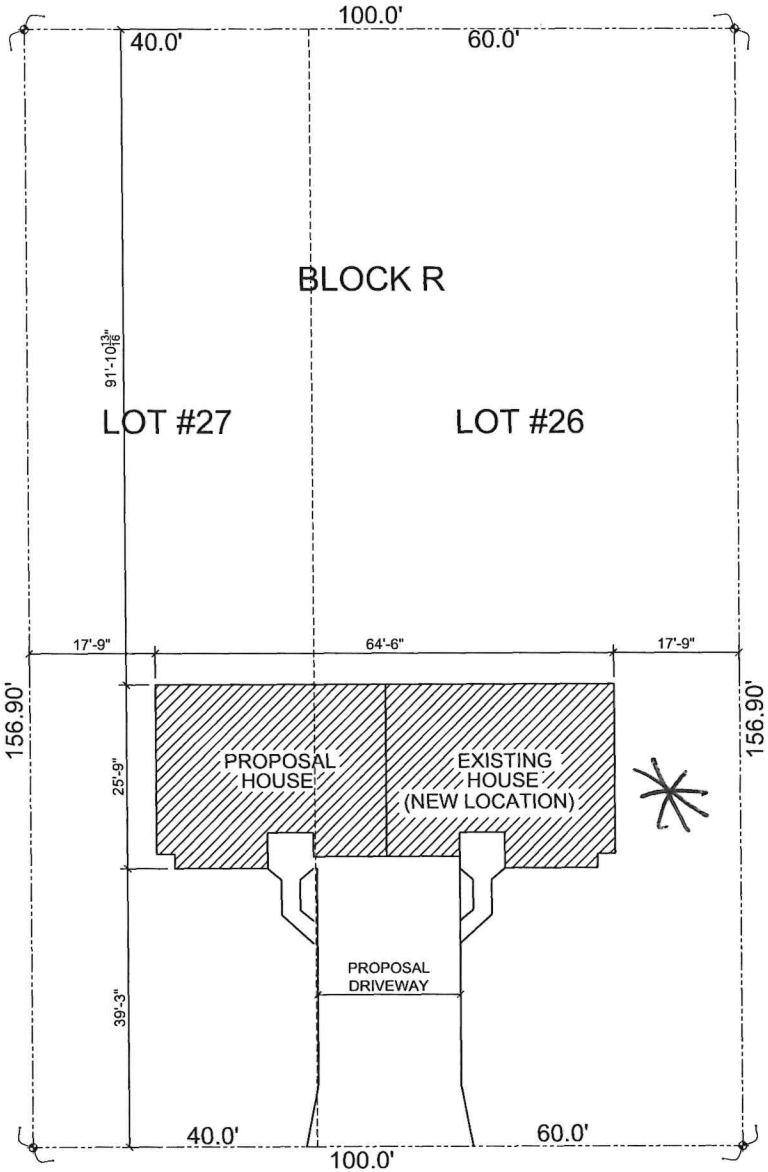
RIO DELTA SURVEYING
24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTASURVEYING.COM
T.B.P.E.L.S. FIRM # 10013900

JOB NUMBER
RIO 22 355

© COPYRIGHT 2022 RIO DELTA SURVEYING
THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMES HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.



1 SITE PLAN OPT 1
SCALE: 1/8"=1'-0"



1 SITE PLAN OPT 2
SCALE: 1/8"=1'-0"

Rezoning Request from Single- Family Residence District (R-S) to Multi-Family Residence District (R-MF) of the South 60 feet of the East 156.9 feet of Lot 26 and the North 40 feet and the East 156 feet of Lot 27, Block R, Lettered Block (San Juan) as Requested by Rafael and Lisa Gonzalez.

Gonzalez, Rafael & Liza Gonzalez
1300 Wyoming Ave.
San Juan, Texas 78589

Gonzalez, Rafael & Liza Gonzalez
2404 Deion Dr.
San Juan, Texas 78589

Morales, Samuel & Melanie K
1314 S. Wyoming Ave.
San Juan, Texas 78589

Garcia, Oscar & Geraldine
P.O. Box 184
San Juan, Texas 78589

Guzman, Jesus
1301 E. Texas Ave.
San Juan, Texas 78589

Alvarez, Jose & Adela E
1301 Rejamen Dr.
San Juan, Texas 78589

Cuellar Maribel & Francisco C
1305 Rejamen Dr.
San Juan, Texas 78589

Rodriguez, Mary Lou
1311 S. Rejeman Dr.
San Juan, Texas 78589

Villegas, Jorge H
1313 Rejamen Dr.
San Juan, Texas 78589

Mesquitic, Maria Del Rosario
1315 Rejamen Dr.
San Juan, Texas 78589

Zavala, Norma Alicia
1321 Rejamen
San Juan, Texas 78589

Garcia, David, Jr.Etal
15609 Brandt Sr.
Raymondville, Texas 78580

Castro, Mark
1310 Rio Blanco St.
San Juan, Texas 78589

Gracia, Maritza & Cruz Castillo
1308 Rio Blanco St
San Juan, Texas 78589

Searle Linda Vanessa
1306 Rio Blanco St
San Juan, Texas 78589

Gonzalez, Francisco Javier Torres
2215 N. San Antonio Ave.
San Juan, Texas 78589

Rivera, Nora & Ricardo
1226 Rio Blanco Street
San Juan, Texas 78589

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Rezoning Request from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF)
APPLICANT:	Rafael and Lisa Gonzalez
SURVEYOR/ENGINEER:	Rio Delta Surveying
LEGAL:	Being the South 60 feet of the East 156.9 feet of Lot 26 and the North 40 feet and the East 156 feet of Lot 27, Block R, Lettered Block (San Juan)
LOCATION:	1300 Wyoming Avenue
EXISTING ZONING:	Single-Family Residence District (R-S)
EXISTING LAND USE/ ADJACENT ZONING:	*North* – Residential; Single-Family Residence District (R-S) *South* - Residential; Single-Family Residence District (R-S) *East* – Drainage Ditch *West* - Residential; Single-Family Residence District (R-S)
ACCESS AND CIRCULATION:	This property has access along Wyoming Avenue
PUBLIC SERVICES:	Water and sewer services are provided by the City of San Juan.
RECOMMENDATION:	Staff recommends denial of the rezoning request since it is considered a "spot" zoning and does not meet the minimum area requirement of 150 feet in width by 150 feet on depth (22, 500 square feet).

EVALUATION AND CONDITIONS FOR APPROVAL

Mr. Gonzalez is applying for a rezoning from Single-Family Residential to Multi-Family of his property which is 100 feet by 156.90 feet (15, 690 square feet). The property is located approximately 270 feet South of 12th Street along the West side of Wyoming Avenue. The surrounding properties consist of residential uses.

Staff recommends denial of the rezoning request since it is considered a spot zoning and does not meet the minimum requirement of 150 feet in width by 150 feet on depth (22,500 square feet).

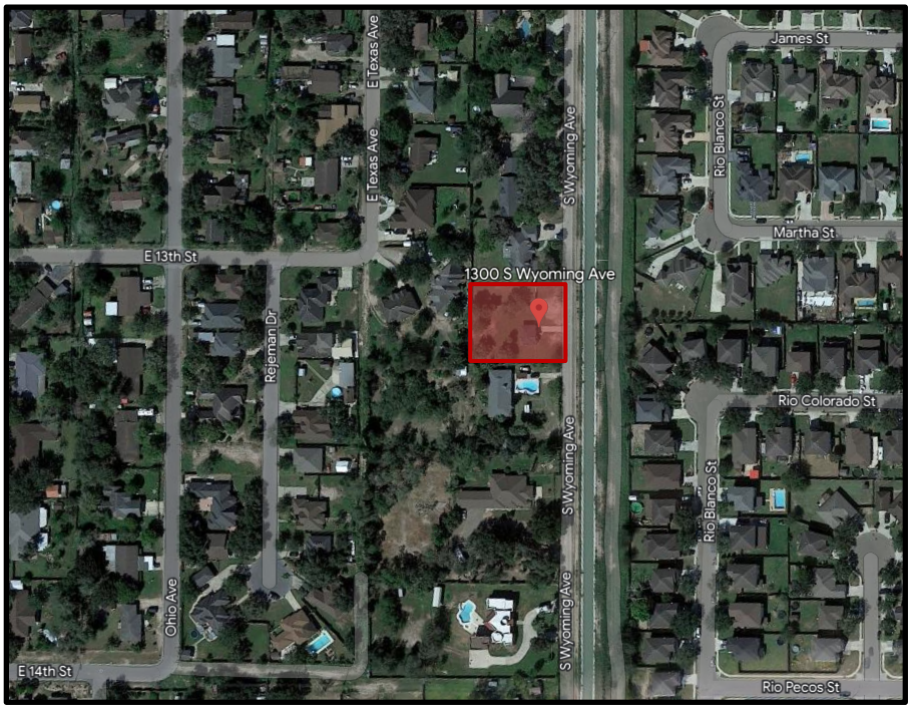
Spot zoning is defined as the application of zoning to a specific parcel of land or parcels of land within a large zoned area when the rezoning is at odds with a city's master plan and current zoning restrictions. In staff's opinion this rezoning request fits the definition of spot zoning.

The Future Land Use and Existing Land Use designated this property as Residential Use. The surrounding properties consist of residential use along Wyoming Avenue.

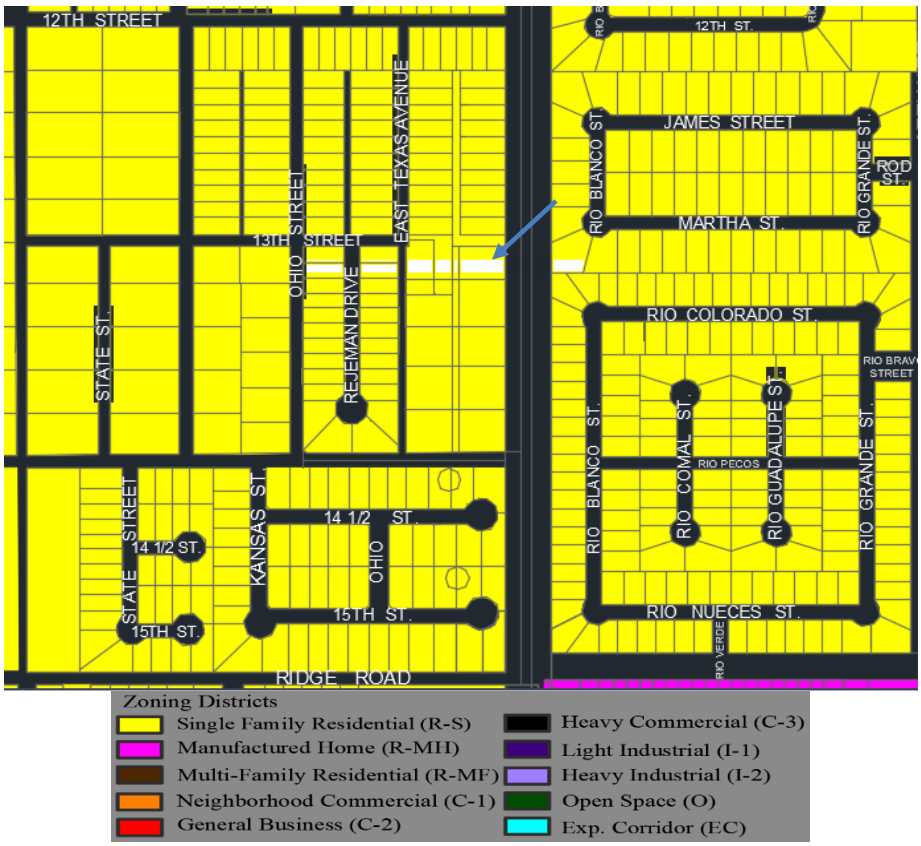
Staff mailed a notice of the public hearing before the Planning and Zoning Commission to seventeen (17) property owners within a two hundred (200) foot radius and received three calls against this request.

ATTACHMENTS:
Proposed Site
Location Map
Zoning Map
Table of Requirements
Survey of the property
List of neighboring property owners receiving notice

Proposed Property



Location Map



Zoning Map

§ 1.00 TABLE OF REQUIREMENTS.

The following table shall govern the area and height requirements of all lots and structures.

DISTRICT	TYPE OF USE	MAXIMUM STORIES	HEIGHT (FEET)	MINIMUM WIDTH OF LOT
R-S	Single-Family Dwelling - corner lot	2-1/2	35	60 ft. 65 ft.
R-MH	Manufactured Homes - corner	N/A	N/A	50 ft. 55 ft.
R-MF	Multifamily	3	45	150 ft.
Expressway & High Speed Arterial				200 ft.
C	Commercial	10	125	150 ft.
	Direct Access			100 ft.
	Not direct access			
I1, I2 & IN	Industrial and Institutional	8	100	200 ft.
	Direct access			150 ft.
	Not direct access			

DISTRICT	LOT DIMENSIONS DEPTH	AREA PER FAMILY (SQ. FT.)	MINIMUM YARD FRONT SIDE REAR
R-S	100 ft.	6,000 & 6,500	20 ft. (7)* 6 ft. (8)* (9)*
R-MF Duplex, Triplex, Fourplex and Multiple	150 ft.	22,500	20 ft. (7)* 6 ft. (8)* (9)*
R-MH	125 ft.	6,250 & 6,875	
Expressway & High speed arterials	400 ft.	4,000	
C1, C2, C3	200 ft.	20,000 & 30,000	None 4 2 3
I1, I2 & IN	400 ft.	60,000 & 80,000	None 4 2 3

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING ORDINANCE NO. 98-006 OF THE CITY OF SAN JUAN, TO CHANGE THE ZONING DISTRICT FROM SINGLE-FAMILY RESIDENCE DISTRICT (R-S) TO MULTI-FAMILY RESIDENCE DISTRICT (R-ME) OF A PROPERTY LEGALLY DESCRIBED SOUTH 60 FEET OF THE EAST 156.9 FEET OF LOT 26 AND THE NORTH 40 FEET AND THE EAST 156 FEET OF LOT 27, BLOCK R, LETTERED BLOCK (SAN JUAN) BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS:

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

The zoning district of the property legally described as Being the South 60 feet of the East 156.9 feet of Lot 26 and the North 40 feet and the East 156 feet of Lot 27, Block R, lettered Block (San Juan) shall be changed to Multi-Family Residence District (R-MF) and the zoning map shall be amended accordingly.

PASSED and **APPROVED** on first reading on the 28th day of March, 2023.

PASSED and **APPROVED** on second and final reading on the _____ day of _____, 2023.

CITY OF SAN JUAN

_____
MARIO GARZA, MAYOR

ATTEST:

_____
BRENDA ESCALANTE
CITY SECRETARY

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

_____
CITY ATTORNEY

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Hold a Public Hearing for a Conditional Use Permit for the Sale of Alcoholic Beverages (BG – Wine and Beer Retailer's Permit) at "Las Cariñosas Drive-Thru" Located 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, as Requested by Ivan Rodriguez Lucio. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

Mr. Rodriguez is requesting a Conditional Use Permit for a Drive-Thru Business and the Sale of Alcoholic Beverages (wine and beer) for Off-Premise Consumption at "Las Cariñosas Drive-Thru, before known as Wacky Snacks which was open back in 2021.

The proposed days and hours of operation are Sunday thru Friday from 1:00 p.m. to 12:00 a.m. and Saturdays from 1:00 p.m. to 1:00 a.m.

The applicant will need to comply with the Texas Alcoholic Beverages Commission (TABC) requirements. Additional permits may be required with the City of San Juan for different alcohol permit.

The following are the list of requirements:
1. The applicant must comply with the City's Security Cameras Ordinance.
2. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits.
3. No loading or unloading of merchandise in a public street.
4. Must maintain the buffer with the residential uses.
5. There shall be no smoking inside the premises at any time.
6. The business must comply with the city's noise ordinance.

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

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:
Brenda Escalante,
City Secretary

APPROVED BY:
Benjamin Arjona, City Manager

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit for a drive-thru business and the Sale of Alcoholic Beverages (wine and beer) for Off-Premise Consumption at "Las Cariñosas Drive-Thru"
APPLICANT:	Ivan Rodriguez Lucio
SURVEYOR/ENGINEER:	N/A
LEGAL:	West 132.37 feet of the North 120 feet of Lot 5, Block 5, John Closner Subdivision.
LOCATION:	4101 N. Veterans Boulevard
EXISTING ZONING: **ADJACENT ZONING:**	*North* – Outside city limits *South* – Adult Day Care; General Business District (C-2) *East* – Residential; General Business District (C-2) *West* – Outside city limits
ACCESS AND CIRCULATION:	This property has access along Veterans Boulevard and 41st Street.
PUBLIC SERVICES:	Water service is provided by the North Alamo Water Supply Corporation; sewer is provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval.

EVALUATION AND CONDITIONS FOR APPROVAL

Mr. Rodriguez is requesting a Conditional Use Permit for a Drive-Thru Business and the Sale of Alcoholic Beverages (wine and beer) for Off-Premise Consumption at "Las Cariñosas Drive-Thru, before known as Wacky Snacks which was open back in 2021.

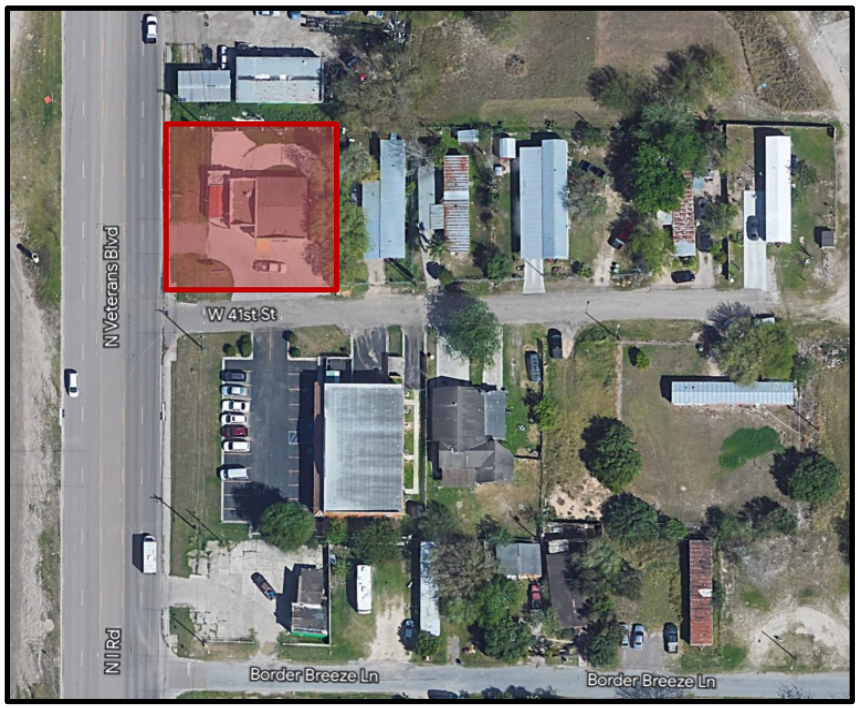
The proposed days and hours of operation are Sunday thru Friday from 1:00 p.m. to 12:00 a.m. and Saturdays from 1:00 p.m. to 1:00 a.m.

The applicant will need to comply with the Texas Alcoholic Beverages Commission (TABC) requirements. Additional permits may be required with the City of San Juan for different alcohol permit.

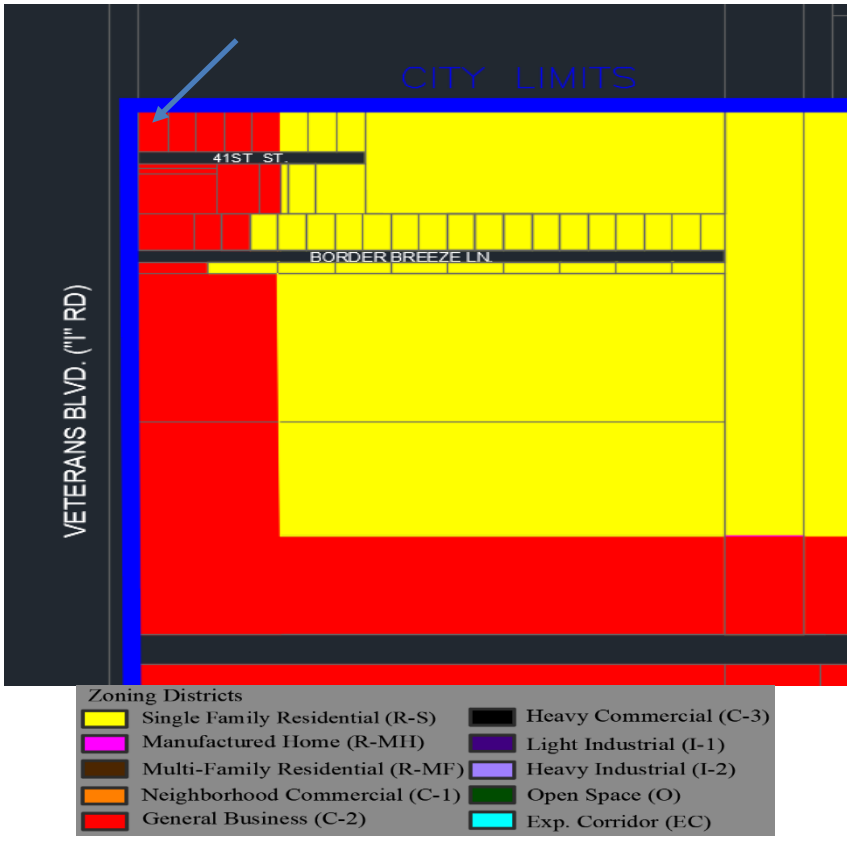
The following are the list of requirements:
1. The applicant must comply with the City's *Security Cameras Ordinance.*
2. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits.
3. No loading or unloading of merchandise in a public street.
4. Must maintain the buffer with the residential uses.
5. There shall be no smoking inside the premises at any time.
6. The business must comply with the city's noise ordinance.

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

ATTACHMENTS:
Proposed Site
Location Map
Base Map
Zoning map
Letter from property owner
List of neighboring property owners receiving notice



Location Map



Zoning Map

ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES (WINE AND BEER) FOR OFF-PREMISE CONSUMPTION AT "LAS CARINOSAS DRIVE THRU" LOCATED AT 4101 N. VETERANS, LEGALLY DESCRIBED AS THE WEST 132.37 FEET OF THE NORTH 120 FEET OF LOT 5, BLOCK 5, JOHN CLOSNER SUBDIVISION AS PROVIDED IN ARTICLE IV, OF THE ZONING ORDINANCE, CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING FOR A CODE DISPOSITION.

WHEREAS, Ivan Rodriguez Lucio, has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan for the Sale of Alcoholic Beverages (wine and beer) for Off-Premise Consumption at "Las Carinosas Drive-Thru".

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

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

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to Ivan Rodriguez Lucio has applied for a Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at "Las Carinosas Drive Thru" located at 4101 N. Veterans Boulevard, subject to the following conditions:

1. The applicant must comply with the City's *Security Cameras Ordinance.*
2. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits.
3. No loading or unloading of merchandise in a public street.
4. Must maintain the buffer with the residential uses to the South.
5. There shall be no smoking inside the premises at any time.
6. The business must comply with the city's noise ordinance.

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

PASSED and **APPROVED** on first reading on the 28th day of March, 2023.

PASSED and **APPROVED** on second and final reading on the _____ day of March, 2023.

CITY OF SAN JUAN

_____
MARIO GARZA, MAYOR

ATTEST:

_____
BRENDA ESCALANTE
CITY SECRETARY

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

_____
CITY ATTORNEY

AFFIDAVIT OF IVAN RODRIGUEZ LUCIO

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Before me, the undersigned authority, on this day personally appeared affiant Ivan Rodriguez Lucio, who proved to me to be the person whose name is subscribed to this Affidavit and who acknowledged to me that he executed the same, and after he was duly sworn, upon his oath, he deposed and said:

My name is Ivan Rodriguez Lucio. I am over 18 years of age, a United States Citizen, of sound mind and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

I am the managing member of Las Carinosas Drive Thru LLC, located at 4101 N. Veterans Blvd, San Juan, Texas 78589. Our business will be a drive thru convenience store with a wide variety of drinks, snacks, and food items available for sale. We will have a kitchen to allow us to prepare and sell fast food items like Ceviche, prepared beverages, and nachos. We will not prepare any food items that require frying or cooking. We will be open from Sunday thru Friday from 1pm to 12am. On Saturday we will be open from 1pm-1am. Initially, our store will be operated by me and my wife, Natalia Rodriguez. We hope to hire employees once our business is well established.

If you should have any questions or need any additional information, please feel free to call me at 956-336-3497.

Ivan Rodriguez Lucio.
Ivan Rodriguez Lucio

SWORN TO and SUBSCRIBED before me by Ivan Rodriguez Lucio on this 10th day of February 2023.

RICK PUENTE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 11/12/26
NOTARY ID 1141253-5

[1]
Notary Public in and for the State of Texas
My Commission Expires on
November 12, 2026.

[1] Rick Puente-Notary Public: PO Box 1514, San Juan, TX 78589 (956) 782-8425

Conditional Use Permit fot the Sale of Alcoholic Beverages (BG-Wine and Beer Retailer's Permit) at "Las Carinosas Drive-Thru" located at 4101 N.Veterans Blvd. legally described as the West 132.37 feet of the North 120 Feet of Lot 5, Block 5m John Closner Subdivsion, as Requested by Ivan Rodriguez Lucio..

Leal, Alejandro
3019 Ginger Ave.
Edinburg, Texas 78541

Aguliar, Juan R. & Griselda
1305 E. Prosperida Dr.
Pharr, Texas 78577

Leal, Sergio
912 W. 41st
San Juan, Texas 78589

Castillo, Javier & Carmen
905 W. 41st
San Juan, Texas 78589

Solis, Claudia Hernandez
3913 N. Veterans Blvd.
San Juan, Texas 78589

Torres, Jessica
934 Border Breeze
San Juan, Texas 78589

Garcia, Jose Indalecio & Gloria
P.O. Box 2293
San Juan, Texas 78589

Flores, Rogelio
714 Border Breeze
San Juan, Texas 78589

Garcia, Rigoberto
P.O. Box 2293
San Juan, Texas 78589

Cedillo, Norma,
1204 E. Bell Ave.
Pharr, Texas 78577

Villarreal, Javier
12545 N. Inspiration
Mission, Texas 78573

Martinez, Eduardo A
733 E. Cardinal Street
San Juan, Texas 78589

Las Carinosas Drive Thru
Ivan Rodriguez, Lucio
4101 N. Veterans Blvd
San Juan, Texas 78589

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Hold a Public Hearing for a Special Use Permit for the Installation of a Portable Building, Camera and Antenna at 171 Deanna Drive, Legally Described as Lot 5 and the East ½ of Lot 6, Block 1, Azteca Acres, as Requested by La Palabra Viviente Ministries. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

La Palabra Viviente Ministries has requested a Special Use Permit to allow a 12 x 8 portable building by 11 feet high that will be located in one of the empty lots along Deanna Drive. The portable building with have two (2) antennas that will serve for remote to broadcast a television program and one (1) surveillance camera. Applicant is proposing to install the portable building 30-foot from the rear property line and 30-foot from the side as shown in the site plan.

According to the Unified Development Code, Appendix A, Chapter 2. Zoning Regulations, Article 4, District Use and Area Regulations all Radio or television broadcasting tower or station required a Special Use Permit with the City.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to thirty-four (34) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:
Brenda Escalante,
City Secretary

APPROVED BY:
Benjamin Arjona, City
Manager

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Special Use Permit for the Installation of a portable building, camera and antenna at La Palabra Viviente Church
APPLICANT:	La Palabra Viviente Ministries
SURVEYOR/ENGINEER:	N/A
LEGAL:	Lot 5 and East 1/2 of Lot 6, Block 1, Azteca Acres Subdivision.
LOCATION:	171 Deanna Drive
EXISTING ZONING:	Neighborhood Commercial District (C-1)
EXISTING LAND USE/ ADJACENT ZONING:	*North* – Commercial; Neighborhood Commercial District (C-1) *South* – Commercial Plaza; Neighborhood Commercial District (C-1) *East* – Drive-Thru Business; Neighborhood Commercial District (C-1) *West* – Residential; Single-Family Residence District (R-S)
ACCESS AND CIRCULATION:	This property has access along Deanna Drive and Raul Longoria Road.
PUBLIC SERVICES:	Water service will be provided by the North Alamo Water Supply Corporation; sewer will be provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval.

EVALUATION AND CONDITIONS FOR APPROVAL

La Palabra Viviente Ministries has requested a Special Use Permit to allow a 12 x 8 portable building by 11 feet high that will be located in one of the empty lots along Deanna Drive. The portable building with have two (2) antennas that will serve for remote to broadcast a television program and one (1) surveillance camera. Applicant is proposing to install the portable building 30-foot from the rear property line and 30-foot from the side as shown in the site plan.

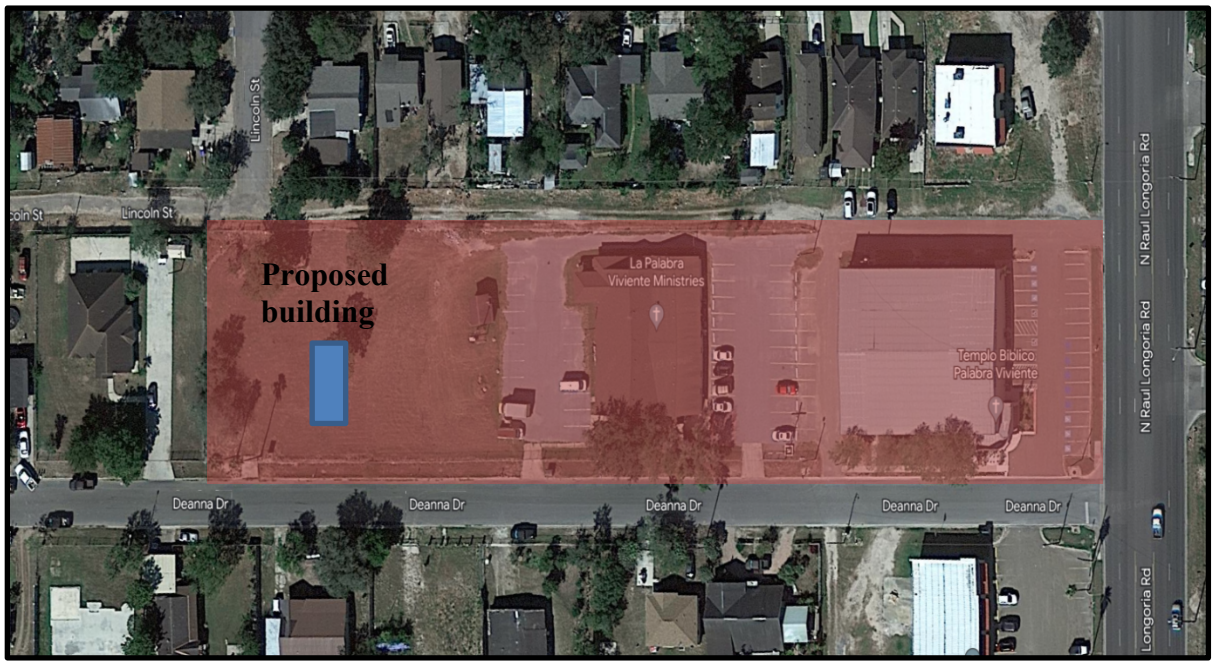
According to the Unified Development Code, Appendix A, Chapter 2. Zoning Regulations, Article 4, District Use and Area Regulations all Radio or television broadcasting tower or station required a Special Use Permit with the City.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to thirty-four (34) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

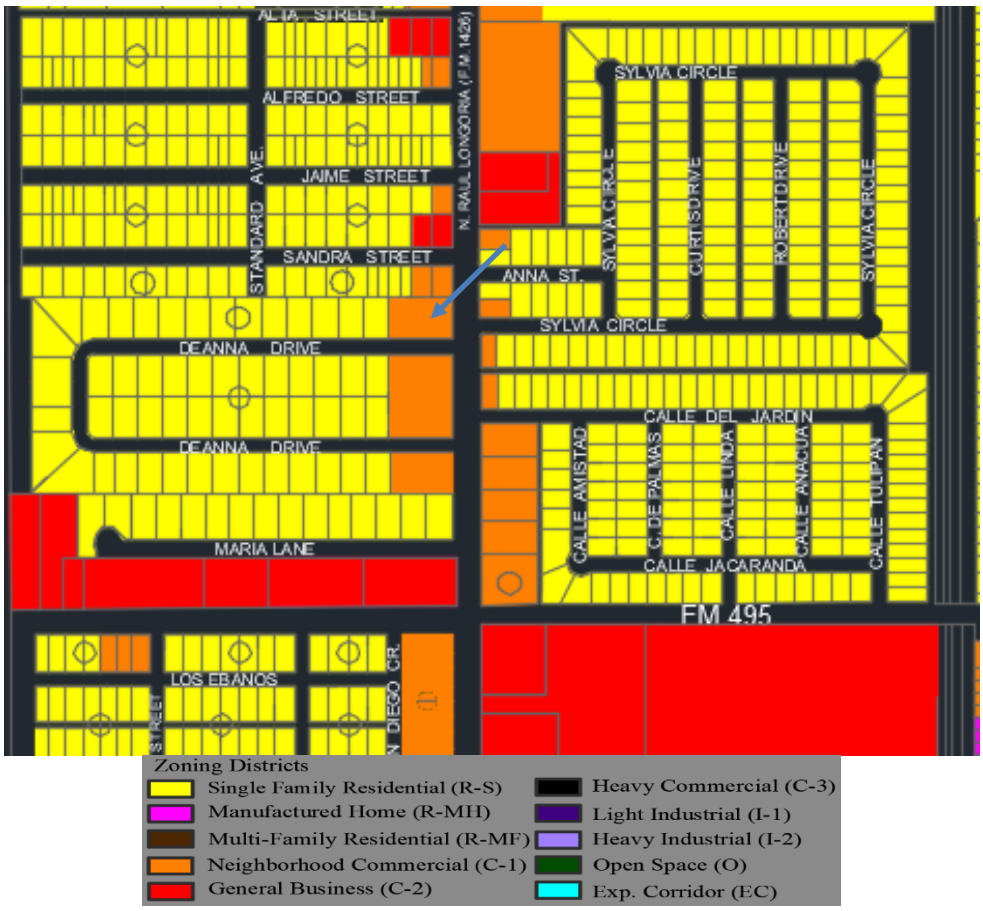
ATTACHMENTS:
Proposed Site
Location Map
Base Map
Zoning map
Survey of the property
List of neighboring property owners receiving notice

Proposed Property

View from Deanna Drive



Location Map

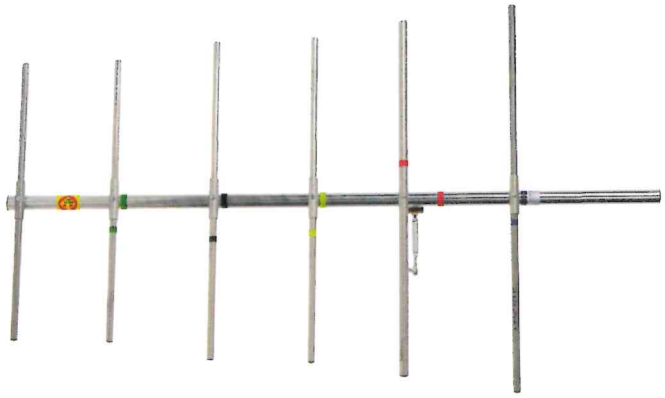

ALFREDO STREET
JAIME STREET
SANDRA STREET
STANDARD AVE.
N. RAUL LONGORIA (F.M. 1426)
SYLVIA CIRCLE
SYLVIA CIRCLE
CURTIS DRIVE
ROBERTO DRIVE
SYLVIA CIRCLE
ANNA ST.
SYLVIA CIRCLE
DEANNA DRIVE
DEANNA DRIVE
CALLE DEL JARDIN
CALLE AMISTAD
C. DE PALMAS
CALLE LINDA
CALLE ANACUA
CALLE TULIPAN
MARIA LANE
CALLE JACARANDA
FM 495
LOS EBANOS
STREET
N. DIEGO CIR.
Zoning Districts
Single Family Residential (R-S)
Manufactured Home (R-MH)
Multi-Family Residential (R-MF)
Neighborhood Commercial (C-1)
General Business (C-2)
Heavy Commercial (C-3)
Light Industrial (I-1)
Heavy Industrial (I-2)
Open Space (O)
Exp. Corridor (EC)
Zoning Map

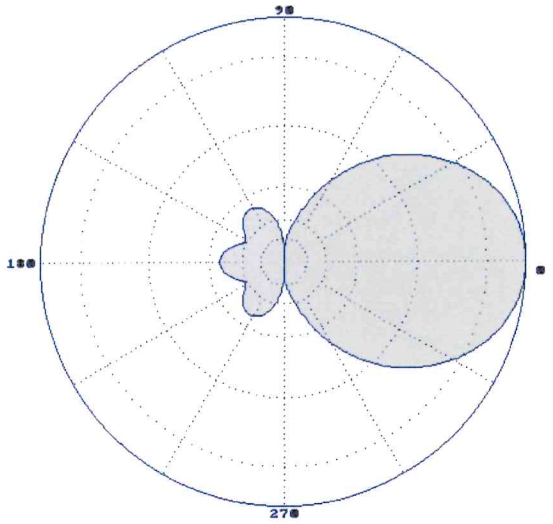
Broadband, High Gain YAGI Antenna

SAM-160 140-199 MHz

- The SAM-160 is a rugged, small, antenna.
  Ideally suited for either remote broadcast or permanent SCADA installations.
- The SAM-160 is hand tuned across several frequencies to assure optimum performance in the field.
- A three year limited warranty is standard with the SAM-160.

SAM-160 6 element YAGI antenna





ELECTRICAL DATA

Frequency	140/200 MHz
Bandwidth	6 MHz
VSWR	1.5 to 1 or less
Impedance	50 ohms
Forward Gain	10 dB
Front to Back Ratio	20 db+
Polarization	Vertical or Horizontal
Lightning Protection	Direct Ground
Power Handling	300 Watts
Termination	Type N Female

MECHANICAL DATA

Materials	Aluminum
Boom	1" Tube
Elements	1/2" Tube
Driven Element	1" Tube
Wind Survival	100 mph
Permanent Mounting	V-Bolts – up to 2" pipe
Portable Mounting	U-Bolts – up to 1" pipe
Overall length	52"
Shipping Information	Weight 4.5 lbs.

PLEASE SPECIFY FREQUENCY OR FREQUENCY RANGE

SAMCO Antennas, Inc.

ANTENNAS SINCE 1963
2607 West Waggoman • Fort Worth, Texas 76110
817/336-4351 or 817/207-8433 • FAX 817/336-7931 or 817/207-8435
www.samcoantennas.com • e-mail: samyagi@flash.net

Select Language ▼

City of San Juan, TX
Tuesday, February 14, 2023

Appendix A. Unified Development Code

CHAPTER 2. ZONING REGULATIONS

ARTICLE IV. DISTRICT USE AND AREA REGULATIONS

§ 12.02. SPECIAL USE PERMIT.

(a) The City Commission by an affirmative two-thirds vote may grant a special use permit for the following special uses in any district as qualified for which they are otherwise prohibited by this Code; and may impose appropriate conditions and safeguards, including a specified period of time for the permit. The City Commission shall have great discretion.

(1) Airport, landing field, or landing strip for aircraft;

(2) Amusement park, but not within 300 feet of any "R" District;

(3) Circus or carnival grounds, but not within 300 feet of any "R" District;

(4) Commercial, recreational, or amusement development for temporary, seasonal or other limited periods but not within 300 feet of any "R" District;

(5) Hospital, clinic or institution;

(6) Office building or a civic, religious or charitable organization, conducting activities primarily by mail and not handling merchandise or rendering services on site.[;]

(7) Privately operated community building or recreation field;

(8) Any public or government building, including public or denominational schools;

(9) Radio or television broadcasting tower or station;

(10) In accordance with the Texas Alcoholic Beverage Code on-premises consumption of alcoholic beverages, including beer;

(11) Drive-in theaters;

(12) Neighborhood grocery stores, provided they are located on a corner lot, with total floor area not to exceed two thousand five hundred (2,500) square feet, display signs not to exceed the height of the average roofline of the neighborhood and to be switched on no earlier than 6:00 a.m. and switched off no later than 11:00 p.m.; or

(13) Planned Unit Development.

(b) The owner shall file with the Planning and Zoning Commission a proposed site plan and detailed description of the structures to be erected, the other facilities of the project and the land uses involved. In addition, the applicant shall furnish such other information as the Planning and Zoning Commission may reasonably require. In acting upon the application, the Planning and Zoning Commission may alter setback requirements, height limits, building size limits, off-street parking regulations, landscaping rules and density and intensity limits. It may also recommend to the City

Commission uses not permitted in the district where the lot is located, providing such uses are desirable or convenient for users of the lot as developed or the immediate neighborhood, and provided that such uses are planned so as to assure that they will not materially alter the existing character of the neighborhood.

(c) A special permit granted by the City Commission under the provisions above shall be considered as an amendment to the zoning regulation as applicable to such property. In granting such permit the City Commission may impose conditions which shall be complied with by the applicant before any final public utility connection may be made with such building or property, and such conditions shall not be construed as conditions precedent to the granting of the special permit or the change in zoning of said property, but shall be considered a precedent of such final public utility connections.

(d) Before authorization of any of the above special uses, the request shall be referred to the Planning and Zoning Commission for study and a written report concerning:

(1) the conformance of the proposed use to the overall objectives of the Comprehensive Plan; and

(2) the character and development of the neighborhood.

(Ordinance 15-10 adopted 8/11/15)

Special Use Permit for the Installation of a Portable Building, camera and antenna at 171 Deanna Drive, legally described as Lot 5 and the East ½ of Lot 6, Block 1, Azteca Acres, as Requested by La Palabra Viviente Ministries.

La Palabra Viviente Ministries
171 N. Deanna Dr.
San Juan, Texas 78589

Reyes, Jessica
161 N. Deanna Dr.
San Juan, Texas 78589

Torres, Pedro V & Maria Luisa
133 W. Sandra Street
San Juan, Texas 78589

Lizcano, Roel Jr.
100 N. Sugar Rd
Pharr, Texas 78577

Luna, Guillermo
P.O. Box 648
San Juan, Texas 78589

Cortez, Roberto & Guadalupe
121 Sandra St.
San Juan, Texas 78577

Estrada, Monica
119 Sandra St
San Juan, Texas 78589

Gonzalez, Manuel
216 W. Thelma Street
San Juan ,Texas 78589

Mendez, Maria
168 N. Deanna Dr.
San Juan, Texas 78589

Rebollozo, Oralia
115 Sandra St
San Juan, Texas 78589

Juarez, Adrian & Maria
166 N. Deanna Dr.
San Juan, Texas 78589

Pastrada, Elvira
1802 Calle Anacua
San Juan, Texas 78589

Tijerina, Cesar & Enedelia
105 Sandra St
San Juan, Texas 78589

Gonzalez, Esperanza
162 N. Deanna Dr.
San Juan, Texas 78589

Hinostroza, Alonso
P.O. Box 2550
San Juan, Texas 78589

Olivarez, Luis
110 Deanna Dr.
San Juan, Texas 78589

Segovia, Jesus
112 Deanna Dr
San Juan, Texas 78589

Castillo, Trinidad & Irma C
P.O. Box 1611
San Juan, Texas 78589

Lopez, Alejandro & Monica Prado
116 N. Deanna Dr.
San Juan, Texas 78589

Waterplex INC
918 Natalie St
Weslaco, Texas 78596

Rios, Eutimio S & Teresa
103 Calle Del Jardin
San Juan, Texas 78589

Abrego, Jose & Mayra A
105 Calle Del Jardin
San Juan, Texas 78589

Garza, Emmanuel
100 Sylvia Circle
San Juan ,Texas 78589

Guerra, Juana
104 Sylvia Circle
San Juan ,Texas 78589

Gonzalez, Manuela & Maria
216 W. Thelma Street
San Juan, Texas 78589

Gonzalez, Gilberto
P.O. Box 347
San Juan, Texas 78589

Gonzalez, Roberto & Apolonia
P.O. Box 347
San Juan, Texas 78589

Rodriguez, Jazmin & Lopez, Jose
1903 N. Raul Longoria Road
San Juan ,Texas 78589

Solis, Homer
3303 Lancelot Lane
Edinburg, Texas 78539

Coronado, Irma O
110 Sandra St
San Juan, Texas 78589

Special Use Permit for the Installation of a Portable Building, camera and antenna at 171 Deanna Drive, legally described as Lot 5 and the East ½ of Lot 6, Block 1, Azteca Acres, as Requested by La Palabra Viviente Ministries.

Quinones, Cinthia G
112 Sandra St
San Juan ,Texas 78589

Cerda, Blanca
2911 San Felipe Street
San Juan, Texas 78589

Lopez, Hilda
P.O. Box 736
San Juan, Texas78589

Hernandez, Domingo & Juanita
124 Sandra St
San Juan, Texas 78589

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Discussion and Action, if any, Regarding a Planned Unit Development at Stewart Coves Subdivision Being a 37.258-acre Tract of Land out of Lots 1 and 6, Stewart's Addition to the Conway Gardens, Located at the Northwest Corner of Moore and Stewart Road, as Requested by Melden & Hunt, Inc. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

Melden & Hunt is requesting a Planned Unit Development at the Stewart Coves Subdivision, which is located at the Northwest corner of Moore and Stewart Road.

Pursuant to article IX Planned Unit Development (PUD), the regulations prescribed shall regulate the procedure for making application for a permit for a planned unit development, the public hearing, the staff investigation and technical report, the action by the Planning and Zoning Commission, the Planning Director.

Planned Unit Development (PUD):
A real estate development which includes a combination of different dwelling types and/or a variety of land uses which creatively complement each other and harmonize with existing and proposed land uses in the vicinity, and which comply with provisions of the PUD provisions of the Subdivision Regulation.

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:
Daniel Tijerina,
Planning Director

APPROVED BY:
Benjamin Arjona, City Manager

STAFF REPORT
GENERAL INFORMATION

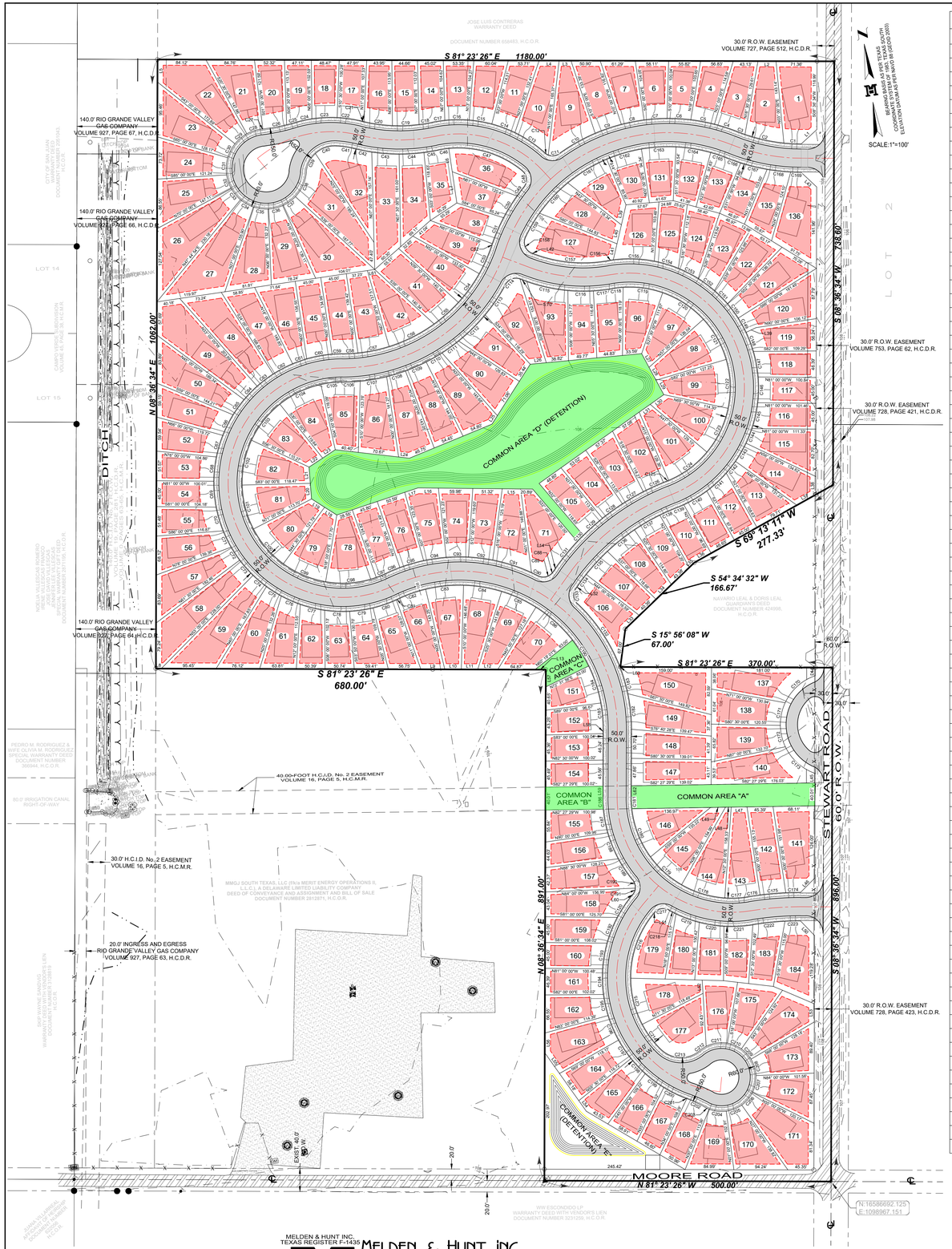
APPLICATION:	Planned Unit Development (PUD) at Stewart Coves Subdivision
APPLICANT:	Rhodes Development, Inc.
AGENT:	Melden & Hunt, Inc.
LEGAL:	Being a 37.258-acre tract of land out of Lots 1 and 6, Stewarts Addition to the Conway Gardens
LOCATION:	The property is located at the Northwest corner of Stewart and Moore Roads
CURRENT USE OF PROPERTY:	Vacant
EXISTING LAND USE/ ADJACENT ZONING:	*North* – Agriculture; Single-Family Residence District (R-S) *South* – Residential; Single-Family Residence District (R-S) *East* – Agriculture; Single-Family Residence District (R-S) *West* – Drainage Canal
ACCESS AND CIRCULATION:	The property has access along Moore and Stewart Road.
PUBLIC SERVICES:	Water service will be provided by the Military Highway Water Supply Corporation; sewer will be provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval.

EVALUATION AND CONDITIONS FOR APPROVAL

Melden & Hunt is requesting a Planned Unit Development at the Stewart Coves Subdivision, which is located at the Northwest corner of Moore and Stewart Road.

Pursuant to article IX Planned Unit Development (PUD), the regulations prescribed shall regulate the procedure for making application for a permit for a planned unit development, the public hearing, the staff investigation and technical report, the action by the Planning and Zoning Commission, the Planning Director.

Planned Unit Development (PUD):
A real estate development which includes a combination of different dwelling types and/or a variety of land uses which creatively complement each other and harmonize with existing and proposed land uses in the vicinity, and which comply with provisions of the PUD provisions of the Subdivision Regulation.



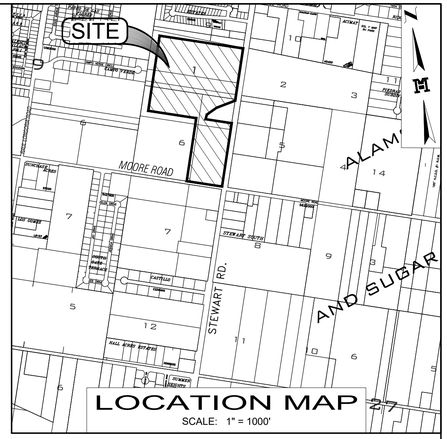
Lot Area Table		
Lot #	SQ. FT.	Area
1	8905.97	0.204
2	6842.61	0.157
3	5934.29	0.136
4	5286.88	0.121
5	4905.31	0.113
6	4974.22	0.114
7	5473.66	0.126
8	6005.75	0.138
9	7875.19	0.181
10	7239.66	0.166
11	5790.88	0.133
12	5385.85	0.124
13	4964.52	0.114
14	4871.83	0.112
15	5187.65	0.119
16	5218.49	0.120
17	4884.36	0.112
18	4658.29	0.107
19	4907.51	0.113
20	5532.40	0.127
21	7193.36	0.165
22	10770.93	0.247
23	8162.23	0.187
24	6302.49	0.145
25	7037.96	0.162
26	11070.19	0.254
27	11239.81	0.258
28	7346.98	0.169
29	6908.72	0.159
30	9416.50	0.216
31	9722.45	0.223
32	8447.01	0.194
33	8541.85	0.196
34	6785.67	0.156
35	4997.27	0.115
36	6604.13	0.152
37	4710.97	0.108
38	4634.50	0.106
39	5914.93	0.136
40	6440.06	0.148
41	7879.49	0.181
42	6828.05	0.157
43	6435.80	0.148
44	6180.19	0.142
45	6075.06	0.139
46	6815.46	0.156
47	7370.33	0.169
48	9202.95	0.211
49	11548.41	0.265
50	8671.00	0.199
51	6280.67	0.144
52	5432.23	0.125
53	4785.02	0.110
54	4560.01	0.105
55	5120.15	0.118
56	6154.06	0.141
57	7928.83	0.182
58	10655.89	0.245
59	10299.20	0.236
60	7399.54	0.170
61	5941.21	0.136
62	4971.47	0.114
63	4733.11	0.109
64	5221.38	0.120
65	5741.12	0.132
66	6424.87	0.147
67	6934.08	0.159
68	6925.70	0.159
69	6615.41	0.152
70	7232.39	0.166
71	8371.35	0.192
72	6607.68	0.152
73	5709.27	0.131
74	5914.85	0.136
75	6139.45	0.141
76	5709.21	0.131
77	5573.98	0.128
78	7163.39	0.164
79	6355.02	0.146
80	6295.30	0.145

Lot Area Table		
Lot #	SQ. FT.	Area
81	6233.28	0.143
82	6197.92	0.142
83	6219.08	0.143
84	6292.11	0.144
85	6497.98	0.149
86	7633.74	0.175
87	7148.17	0.164
88	6710.42	0.154
89	7541.40	0.173
90	7078.45	0.162
91	5951.42	0.137
92	7664.36	0.176
93	7791.08	0.179
94	5580.96	0.128
95	5654.78	0.130
96	5942.64	0.136
97	6557.56	0.151
98	6797.06	0.156
99	6796.94	0.156
100	6822.92	0.157
101	6954.27	0.160
102	6462.63	0.148
103	5710.16	0.131
104	5424.52	0.125
105	5282.66	0.121
106	7060.29	0.162
107	5599.49	0.129
108	5703.61	0.131
109	5140.29	0.118
110	4503.24	0.103
111	4501.96	0.103
112	4611.21	0.106
113	6042.44	0.139
114	6878.66	0.158
115	6457.92	0.148
116	4751.65	0.109
117	4517.95	0.104
118	4742.68	0.109
119	5538.55	0.127
120	7354.76	0.169
121	7202.83	0.165
122	6172.58	0.142
123	5842.35	0.134
124	5533.62	0.127
125	5082.66	0.117
126	6258.35	0.144
127	8739.09	0.201
128	6810.06	0.156
129	5445.58	0.125
130	4688.26	0.108
131	4834.94	0.111
132	4936.61	0.113
133	4707.98	0.108
134	4620.51	0.106
135	5356.79	0.123
136	8917.62	0.205
137	8067.17	0.185
138	6245.61	0.143
139	6448.75	0.148
140	8432.17	0.194
141	8993.33	0.206
142	6896.21	0.158
143	7013.26	0.161
144	6962.56	0.160
145	6775.14	0.156
146	6122.35	0.141
147	6321.57	0.145
148	6399.99	0.147
149	6911.44	0.159
150	9688.03	0.222
151	4838.00	0.111
152	4788.11	0.110
153	4579.91	0.105
154	4552.77	0.105
155	5098.21	0.117
156	5406.54	0.124
157	6882.04	0.158
158	6622.44	0.152
159	5217.05	0.120
160	4656.04	0.107

Lot Area Table		
Lot #	SQ. FT.	Area
161	4574.37	0.105
162	5530.07	0.127
163	7415.38	0.170
164	5647.79	0.130
165	5832.57	0.134
166	5255.27	0.121
167	4811.38	0.110
168	5187.67	0.119
169	5953.42	0.137
170	6735.51	0.155
171	9330.72	0.214
172	6146.00	0.141
173	6371.66	0.146
174	7188.02	0.165
175	6016.53	0.138
176	5434.30	0.125
177	7763.95	0.178
178	6497.93	0.149
179	6615.53	0.152
180	5013.01	0.115
181	4523.96	0.104
182	4593.53	0.105
183	5360.74	0.123
184	7795.94	0.179

Buildable Area		
Lot #	SQ. FT.	Area
1	5425.59	0.125
2	3846.20	0.088
3	3264.77	0.075
4	2896.56	0.066
5	2608.96	0.060
6	2673.31	0.061
7	3056.66	0.070
8	3396.54	0.078
9	4330.43	0.099
10	4095.29	0.094
11	3282.54	0.075
12	2994.94	0.069
13	2649.28	0.061
14	2554.10	0.059
15	2796.92	0.064
16	2781.99	0.064
17	2536.76	0.058
18	2396.38	0.055
19	2574.88	0.059
20	3109.56	0.071
21	4528.75	0.104
22	7516.80	0.173
23	5291.69	0.121
24	3828.94	0.088
25	4449.63	0.102
26	7579.85	0.174
27	7764.40	0.178
28	4702.76	0.108
29	4367.82	0.100
30	6333.38	0.145
31	5730.75	0.132
32	4125.52	0.095
33	5299.15	0.122
34	3973.06	0.091
35	2307.19	0.053
36	3560.40	0.082
37	2378.72	0.055
38	2238.52	0.051
39	3231.00	0.074
40	3605.47	0.083
41	4853.63	0.111
42	3611.92	0.083
43	3677.34	0.084
44	3577.62	0.082
45	3493.56	0.080
46	4291.66	0.099
47	4566.71	0.105
48	6055.61	0.139
49	8088.91	0.186
50	5657.52	0.130
51	3692.37	0.085
52	3042.40	0.070
53	2507.73	0.058
54	2311.71	0.053
55	2758.08	0.063
56	3686.40	0.085
57	5101.10	0.117
58	7161.31	0.164
59	6931.19	0.159
60	4667.38	0.107
61	3473.92	0.080
62	2637.21	0.061
63	2457.56	0.056
64	2847.48	0.065
65	3241.96	0.074
66	3672.99	0.084
67	3946.29	0.091
68	3931.43	0.090
69	3692.67	0.085
70	3841.30	0.088
71	4580.13	0.105
72	3608.70	0.083
73	3240.36	0.074
74	3442.68	0.079
75	3629.05	0.083
76	3236.36	0.074
77	3111.35	0.071
78	3909.44	0.090
79	3359.37	0.077
80	3307.91	0.076

Buildable Area		
Lot #	SQ. FT.	Area
81	3271.66	0.075
82	3231.83	0.074
83	3246.00	0.075
84	3318.09	0.076
85	3589.21	0.082
86	4740.88	0.109
87	4504.52	0.103
88	4068.72	0.093
89	4853.48	0.111
90	4402.94	0.101
91	3182.16	0.073
92	4166.07	0.096
93	4379.73	0.101
94	3119.08	0.072
95	3096.77	0.071
96	3142.74	0.072
97	3446.47	0.079
98	3709.22	0.085
99	3635.02	0.083
100	3657.36	0.084
101	3807.13	0.087
102	3774.46	0.087
103	3245.83	0.075
104	3011.16	0.069
105	2883.85	0.066
106	3518.28	0.081
107	3034.79	0.070
108	3055.63	0.070
109	2706.31	0.062
110	2260.43	0.052
111	2247.35	0.052
112	2333.96	0.054
113	3636.96	0.083
114	4246.52	0.097
115	3954.87	0.091
116	2446.87	0.056
117	2282.94	0.052
118	2447.51	0.056
119	3143.69	0.072
120	4674.38	0.107
121	4524.12	0.104
122	3712.69	0.085
123	3422.59	0.079
124	3126.52	0.072
125	2740.05	0.063
126	2976.81	0.068
127	4931.99	0.113
128	3777.29	0.087
129	2575.84	0.059
130	2216.50	0.051
131	2366.12	0.054
132	2437.54	0.056
133	2323.11	0.053
134	2328.32	0.053
135	2954.91	0.068
136	5403.98	0.124
137	3786.17	0.087
138	3681.90	0.085
139	3862.57	0.089
140	4060.85	0.093
141	5519.39	0.127
142	4131.77	0.095
143	4030.89	0.093
144	3780.88	0.087
145	3696.80	0.085
146	3025.13	0.069
147	3142.92	0.072
148	3694.42	0.085
149	3952.03	0.091
150	5805.26	0.133
151	2269.57	0.052
152	2410.47	0.055
153	2322.50	0.053
154	2308.83	0.053
155	2753.61	0.063
156	2919.64	0.067
157	3909.58	0.090
158	3669.53	0.084
159	2769.63	0.064
160	2380.07	0.055



SUBDIVISION PLAT OF

STEWART COVES SUBDIVISION

BEING A RESUBDIVISION OF 37.258 ACRES SITUATED IN THE CITY OF SAN JUAN, COUNTY OF HIDALGO TEXAS, OUT OF LOTS 1 AND 6, STEWARTS ADDITION TO THE CONWAY GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 43, HIDALGO COUNTY MAP RECORDS

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 37.258 ACRES SITUATED IN THE CITY OF SAN JUAN, COUNTY OF HIDALGO TEXAS, OUT OF LOTS 1 AND 6, STEWARTS ADDITION TO THE CONWAY GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 43, HIDALGO COUNTY MAP RECORDS, WHICH SAID 25.640 ACRES BEING 21.170 ACRES CONVEYED TO JOYCE E. SOULEK LIVING TRUST BY VIRTUE OF A GENERAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 3350363, HIDALGO COUNTY OFFICIAL RECORDS, AND 4.470 ACRES CONVEYED TO ALEJANDRA CONTRERAS BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 658482, HIDALGO COUNTY OFFICIAL RECORDS, SAID 25.640 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A NAIL SET AT THE SOUTHEAST CORNER OF SAID LOT 6;

THENCE, N 08° 36' 34" E, ALONG THE EAST LINE OF SAID LOTS 1 AND 6, A DISTANCE OF 1,259.62 FEET TO A NAIL SET ON THE EAST LINE OF SAID LOT 1 AND THE NORTH RIGHT-OF-WAY OF AN 80-FOOT RIGHT-OF-WAY CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, FOR THE POINT OF BEGINNING, AND EASTERNMOST MOST SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 72° 06' 34" W, ALONG THE NORTH LINE OF SAID 80-FOOT RIGHT-OF-WAY CLAIMED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, AT A DISTANCE OF 33.52 FEET PASS A NO. 4 REBAR SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF STEWART ROAD, CONTINUING A TOTAL DISTANCE OF 826.13 FEET TO A NO. 4 REBAR SET ON THE NORTH LINE OF A CERTAIN TRACT CONVEYED TO MMGJ SOUTH TEXAS, LLC (F/K/A MERIT ENERGY OPERATIONS II, L.L.C.), A DELAWARE LIMITED LIABILITY COMPANY, BY VIRTUE OF A DEED OF CONVEYANCE AND ASSIGNMENT AND BILL OF SALE, RECORDED UNDER DOCUMENT NUMBER 2812871, HIDALGO COUNTY OFFICIAL RECORDS, FOR THE WESTERNMOST MOST SOUTHEAST CORNER OF THIS TRACT;

2. THENCE, N 81° 23' 26" W, ALONG THE NORTH LINE OF SAID TRACT CONVEYED TO MMGJ SOUTH TEXAS, LLC (F/K/A MERIT ENERGY OPERATIONS II, L.L.C.), A DELAWARE LIMITED LIABILITY COMPANY, A DISTANCE OF 440.67 FEET TO A NO. 4 REBAR SET ON THE EAST LINE OF A 140.00-FOOT RIGHT-OF-WAY CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, FOR THE SOUTHWEST CORNER OF THIS TRACT;

3. THENCE, N 08° 36' 34" E, ALONG THE EAST LINE OF SAID 140.00-FOOT RIGHT-OF-WAY CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, AT A DISTANCE OF 429.00 FEET PASS THE NORTH LINE OF SAID LOT 6 AND THE SOUTH LINE OF SAID LOT 1, AT A DISTANCE OF 897.00 FEET PASS THE SOUTH LINE OF SAID CERTAIN TRACT CONVEYED TO ALEJADRA CONTRERAS, CONTINUING A TOTAL DISTANCE OF 1,062.00 FEET TO A NO. 4 REBAR SET ON THE SOUTH LINE OF A CERTAIN TRACT CONVEYED TO JOSE LUIS CONTRERAS BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 658483, HIDALGO COUNTY OFFICIAL RECORDS, FOR THE NORTHWEST CORNER OF THIS TRACT;

4. THENCE, S 81° 23' 26" E, ALONG THE SOUTH LINE OF SAID TRACT CONVEYED TO JOSE LUIS CONTRERAS, AT A DISTANCE OF 1,150.00 FEET PASS THE EXISTING WEST RIGHT-OF-WAY LINE OF STEWART ROAD, CONTINUING A TOTAL DISTANCE OF 1,180.00 FEET TO A NAIL SET ON THE WEST LINE OF SAID LOT 1, FOR THE NORTHEAST CORNER OF THIS TRACT;

5. THENCE, S 08° 36' 34" W, ALONG THE EAST LINE OF SAID LOT 1, AT A DISTANCE OF 633.00 FEET PASS THE SOUTH LINE OF SAID LOT 1 AND THE NORTH LINE OF SAID LOT 6, CONTINUING A TOTAL DISTANCE OF 693.38 FEET, TO THE POINT OF BEGINNING AND CONTAINING 25.640 ACRES, OF WHICH 0.483 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF STEWART ROAD, LEAVING A NET OF 37.258 ACRES OF LAND, MORE OR LESS.

LEGEND

- FOUND No.4 REBAR
- FOUND PK NAIL
- FOUND COTTON PICKER SPINDLE
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- SET NAIL
- A-A - EDGE OF ASPHALT TO EDGE OF ASPHALT
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- S.E. COR. - SOUTHEAST CORNER
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- H.C.I.D. - HIDALGO COUNTY IRRIGATION DISTRICT
- ℄ - PROPERTY LINE

LEGEND

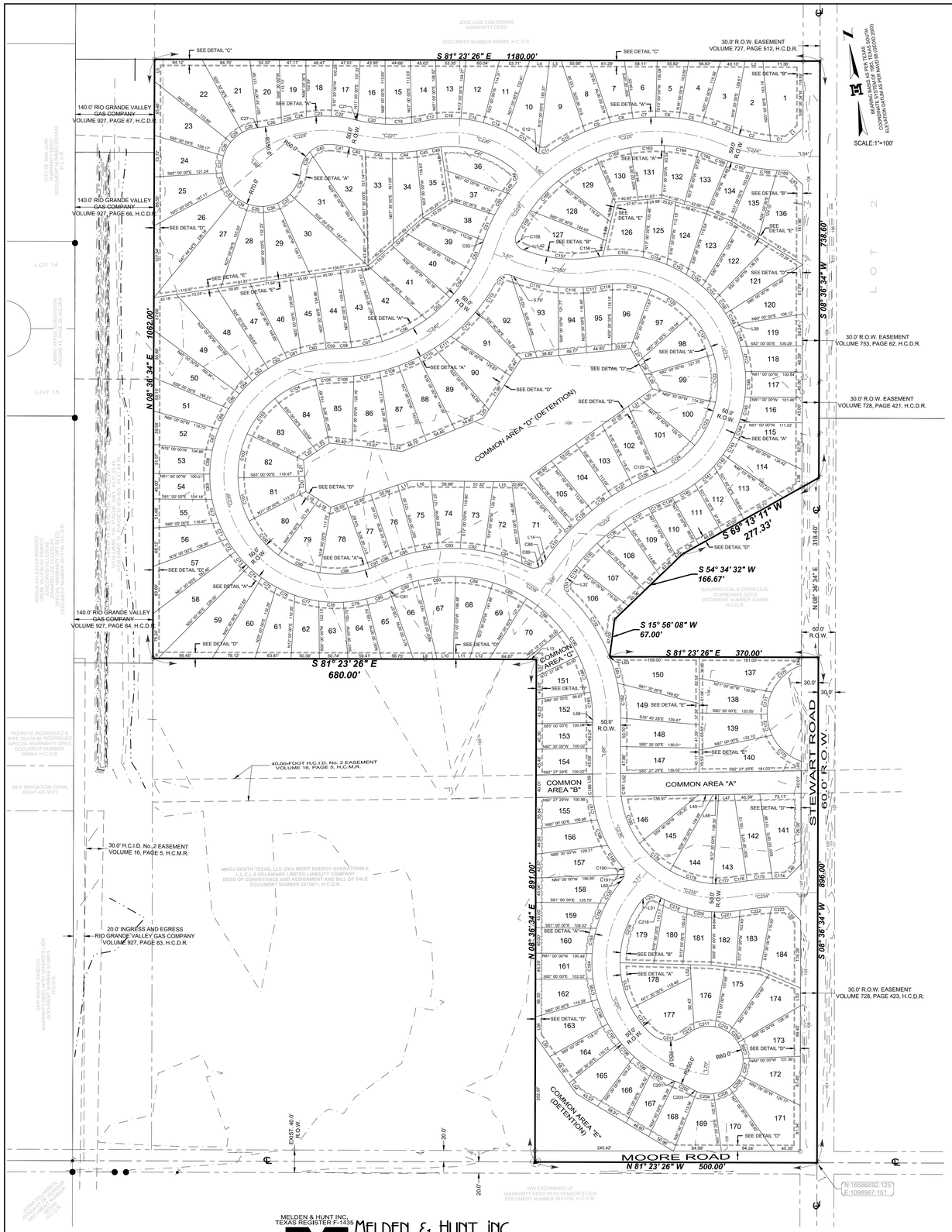
- BUILDING SET BACK LINE
- CENTER LINE
- COMMON AREA
- ROAD WAY
- BUILDABLE AREA
- SIDE WALKS
- EXIST. ASPHALT AREA

DENSITY (RESIDENTAIL)	
DWELLING UNITS (DU)=	212
SUBDIVISION (ACRES)=	53.335
DENSITY (DU/ACS)=	0.252

HOME HEIGHT	
MIN. HEIGHT OF HOME	15 FEET
MAX. HEIGHT OF HOME	30 FEET

DRAWN BY: CP DATE: 06-26-20
SURVEYED, CHECKED: DATE: 11-09-20
FINAL CHECK: DATE:

MELDEN & HUNT INC.
TEXAS REGISTER F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com



Lot Area Table		
Lot #	SQ. FT,	Area
1	8905.97	0.204
2	6842.61	0.157
3	5934.29	0.136
4	5286.88	0.121
5	4905.31	0.113
6	4974.22	0.114
7	5473.66	0.126
8	6005.75	0.138
9	7875.19	0.181
10	7239.66	0.166
11	5790.88	0.133
12	5385.85	0.124
13	4964.52	0.114
14	4871.83	0.112
15	5187.65	0.119
16	5218.49	0.120
17	4884.36	0.112
18	4658.29	0.107
19	4907.51	0.113
20	5532.40	0.127
21	7193.36	0.165
22	10770.93	0.247
23	8162.23	0.187
24	6302.49	0.145
25	7037.96	0.162
26	11070.19	0.254
27	11239.81	0.258
28	7346.98	0.169
29	6908.72	0.159
30	9416.50	0.216
31	9722.45	0.223
32	8447.01	0.194
33	8541.85	0.196
34	6785.67	0.156
35	4997.27	0.115
36	6604.13	0.152
37	4710.97	0.108
38	4634.50	0.106
39	5914.93	0.136
40	6440.06	0.148
41	7879.49	0.181
42	6828.05	0.157
43	6435.80	0.148
44	6180.19	0.142
45	6075.06	0.139
46	6815.46	0.156
47	7370.33	0.169
48	9202.95	0.211
49	11548.41	0.265
50	8671.00	0.199
51	6280.67	0.144
52	5432.23	0.125
53	4785.02	0.110
54	4560.01	0.105
55	5120.15	0.118
56	6154.06	0.141
57	7928.83	0.182
58	10655.89	0.245
59	10299.20	0.236
60	7399.54	0.170
61	5941.21	0.136
62	4971.47	0.114
63	4733.11	0.109
64	5221.38	0.120
65	5741.12	0.132
66	6424.87	0.147
67	6934.08	0.159
68	6925.70	0.159
69	6615.41	0.152
70	7232.39	0.166
71	8371.35	0.192
72	6607.68	0.152
73	5709.27	0.131
74	5914.85	0.136
75	6139.45	0.141
76	5709.21	0.131
77	5573.98	0.128
78	7163.39	0.164
79	6355.02	0.146
80	6295.30	0.145

Lot Area Table		
Lot #	SQ. FT,	Area
81	6233.28	0.143
82	6197.92	0.142
83	6219.08	0.143
84	6292.11	0.144
85	6497.98	0.149
86	7633.74	0.175
87	7148.17	0.164
88	6710.42	0.154
89	7541.40	0.173
90	7078.45	0.162
91	5951.42	0.137
92	7664.36	0.176
93	7791.08	0.179
94	5580.96	0.128
95	5654.78	0.130
96	5942.64	0.136
97	6557.56	0.151
98	6797.06	0.156
99	6796.94	0.156
100	6822.92	0.157
101	6954.27	0.160
102	6462.63	0.148
103	5710.16	0.131
104	5424.52	0.125
105	5282.66	0.121
106	7060.29	0.162
107	5599.49	0.129
108	5703.61	0.131
109	5140.29	0.118
110	4503.24	0.103
111	4501.96	0.103
112	4611.21	0.106
113	6042.44	0.139
114	6878.66	0.158
115	6457.92	0.148
116	4751.65	0.109
117	4517.95	0.104
118	4742.68	0.109
119	5538.55	0.127
120	7354.76	0.169
121	7202.83	0.165
122	6172.58	0.142
123	5842.35	0.134
124	5533.62	0.127
125	5082.66	0.117
126	6258.35	0.144
127	8739.09	0.201
128	6810.06	0.156
129	5445.58	0.125
130	4688.26	0.108
131	4834.94	0.111
132	4936.61	0.113
133	4707.98	0.108
134	4620.51	0.106
135	5356.79	0.123
136	8917.62	0.205
137	8067.17	0.185
138	6245.61	0.143
139	6448.75	0.148
140	8432.17	0.194
141	8993.33	0.206
142	6896.21	0.158
143	7013.26	0.161
144	6962.56	0.160
145	6775.14	0.156
146	6122.35	0.141
147	6321.57	0.145
148	6399.99	0.147
149	6911.44	0.159
150	9688.03	0.222
151	4838.00	0.111
152	4788.11	0.110
153	4579.91	0.105
154	4552.77	0.105
155	5098.21	0.117
156	5406.54	0.124
157	6882.04	0.158
158	6622.44	0.152
159	5217.05	0.120
160	4656.04	0.107

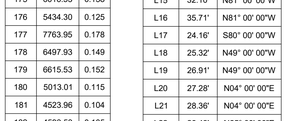
Lot Area Table		
Lot #	SQ. FT,	Area
161	4574.37	0.105
162	5530.07	0.127
163	7415.38	0.170
164	5647.79	0.130
165	5832.57	0.134
166	5255.27	0.121
167	4811.38	0.110
168	5187.67	0.119
169	5953.42	0.137
170	6735.51	0.155
171	9330.72	0.214
172	6146.00	0.141
173	6371.66	0.146
174	7188.02	0.165
175	6016.53	0.138
176	5434.30	0.125
177	7763.95	0.178
178	6497.93	0.149
179	6615.53	0.152
180	5013.01	0.115
181	4523.96	0.104
182	4593.53	0.105
183	5360.74	0.123
184	7795.94	0.179

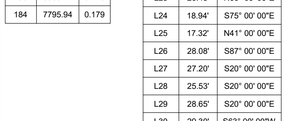
Lot Line Table		
Line #	Length	Direction
L1	36.69'	N55° 39' 40"E
L2	31.63'	S81° 23' 26"E
L3	20.71'	S81° 23' 26"E
L4	34.81'	S81° 23' 26"E
L5	39.34'	N08° 36' 34"E
L6	95.67'	N00° 00' 00"E
L7	95.67'	N00° 00' 00"E
L8	9.44'	N81° 23' 26"W
L9	41.67'	N81° 23' 26"W
L10	28.85'	N81° 23' 26"W
L11	28.68'	N81° 23' 26"W
L12	34.88'	N81° 23' 26"W
L13	18.93'	N81° 23' 26"W
L14	9.23'	S43° 40' 35"W
L15	32.10'	N81° 00' 00"W
L16	35.71'	N81° 00' 00"W
L17	24.16'	S80° 00' 00"W
L18	25.32'	N49° 00' 00"W
L19	26.91'	N49° 00' 00"W
L20	27.28'	N04° 00' 00"E
L21	28.36'	N04° 00' 00"E
L22	28.43'	N65° 00' 00"E
L23	26.43'	N65° 00' 00"E
L24	18.94'	S75° 00' 00"E
L25	17.32'	N41° 00' 00"E
L26	28.08'	S87° 00' 00"E
L27	27.20'	S20° 00' 00"E
L28	25.53'	S20° 00' 00"E
L29	28.65'	S20° 00' 00"E
L30	29.30'	S63° 00' 00"W
L31	23.48'	S63° 00' 00"W
L32	9.23'	S43° 40' 35"W
L33	33.97'	S54° 34' 32"W
L34	37.08'	S54° 34' 32"W
L35	11.88'	S54° 34' 32"W
L36	33.74'	S69° 13' 11"W
L37	37.79'	S69° 13' 11"W
L38	31.42'	S08° 36' 34"W
L39	19.05'	S73° 00' 00"W
L39	35.87'	S21° 30' 00"W
L40	34.02'	S21° 30' 00"W
L41	28.55'	S21° 30' 00"W
L42	2.55'	N60° 41' 30"W
L43	36.69'	N38° 26' 33"W
L44	14.35'	S08° 36' 34"W
L45	16.69'	S08° 36' 34"W
L46	35.01'	S53° 00' 07"W
L47	27.49'	N82° 27' 29"W
L48	9.92'	N82° 27' 29"W
L49	26.03'	N82° 27' 29"W

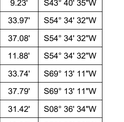
Lot Line Table		
Line #	Length	Direction
L50	34.97'	S35° 46' 55"E
L51	1.02'	N48° 11' 55"E
L52	23.31'	N05° 00' 00"E
L53	31.44'	S08° 36' 34"W
L54	22.70'	N27° 00' 00"W
L55	44.32'	N27° 00' 00"W
L56	34.36'	S08° 36' 34"W
L57	30.08'	S08° 36' 34"W
L58	7.69'	S08° 36' 34"W
L59	19.20'	S08° 36' 34"W
L60	1.02'	N48° 11' 55"E
L63	0.28'	S77° 25' 49"W

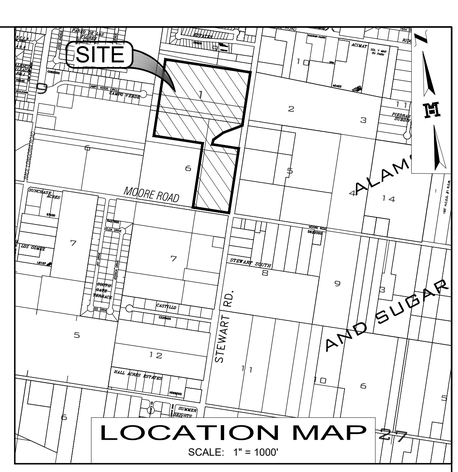
LEGEND

- FOUND No.4 REBAR
- FOUND PK NAIL
- FOUND COTTON PICKER SPINDLE
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- SET NAIL
- A-A - EDGE OF ASPHALT TO EDGE OF ASPHALT
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- S.E. COR - SOUTHEAST CORNER
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- H.C.I.D. - HIDALGO COUNTY IRRIGATION DISTRICT
- ℄ - PROPERTY LINE









SUBDIVISION PLAT OF

STEWART COVES SUBDIVISION

BEING A RESUBDIVISION OF 37.258 ACRES SITUATED IN THE CITY OF SAN JUAN, COUNTY OF HIDALGO TEXAS, OUT OF LOTS 1 AND 6, STEWARTS ADDITION TO THE GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 43, HIDALGO COUNTY MAP RECORDS.

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 37.258 ACRES SITUATED IN THE CITY OF SAN JUAN, COUNTY OF HIDALGO TEXAS, OUT OF LOTS 1 AND 6, STEWARTS ADDITION TO THE GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 43, HIDALGO COUNTY MAP RECORDS, WHICH SAID 37.258 ACRES BEING 32.788 ACRES CONVEYED TO JOYCE E. SOULEK LIVING TRUST BY VIRTUE OF A GENERAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 3350363, HIDALGO COUNTY OFFICIAL RECORDS, AND 4.470 ACRES CONVEYED TO ALEJANDRA CONTRERAS BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 658482, HIDALGO COUNTY OFFICIAL RECORDS, SAID 37.258 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A NAIL SET AT THE SOUTHEAST CORNER OF SAID LOT 6, FOR THE POINT OF BEGINNING, AND SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, N 81° 23' 26" W, ALONG THE SOUTH LINE OF SAID LOT 6, AT A DISTANCE OF 498.93 FEET PASS A COTTON PICKER SPINDLE FOUND, CONTINUING A TOTAL DISTANCE OF 499.99 FEET TO A NAIL SET ON THE SOUTHEAST CORNER OF A CERTAIN TRACT CONVEYED TO SHELL GULF OF MEXICO INC. BY VIRTUE OF A GENERAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 1755062, HIDALGO COUNTY OFFICIAL RECORDS, FOR THE SOUTHEASTERN MOST SOUTHWEST CORNER OF THIS TRACT;
2. THENCE, N 08° 36' 34" E, ALONG THE EAST LINE OF SAID CERTAIN TRACT CONVEYED TO SHELL GULF OF MEXICO INC, AT A DISTANCE OF 20.00 FEET PASS A NO. 4 REBAR SET ON THE EXISTING NORTH RIGHT-OF-WAY OF MOORE ROAD, CONTINUING A TOTAL DISTANCE OF 891.00 FEET TO A NO. 4 REBAR SET ON THE NORTHEAST CORNER OF SAID TRACT CONVEYED TO SHELL GULF OF MEXICO INC, FOR AN INSIDE CORNER OF THIS TRACT;
3. THENCE, N 81° 23' 26" W, ALONG THE NORTH LINE OF SAID TRACT CONVEYED TO SHELL GULF OF MEXICO INC, A DISTANCE OF 680.00 FEET TO A NO. 4 REBAR SET ON THE EAST LINE OF A 140.00-FOOT RIGHT-OF-WAY CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, FOR THE NORTHWESTERN MOST SOUTHWEST CORNER OF THIS TRACT;
4. THENCE, N 08° 36' 34" E, ALONG THE EAST LINE OF SAID 140.00-FOOT RIGHT-OF-WAY CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, AT A DISTANCE OF 429.00 FEET PASS THE NORTH LINE OF SAID LOT 6 AND THE SOUTH LINE OF SAID LOT 1, AT A DISTANCE OF 906.25 FEET PASS THE SOUTH LINE OF SAID CERTAIN TRACT CONVEYED TO ALEJADRA CONTRERAS, CONTINUING A TOTAL DISTANCE OF 1,062.00 FEET TO A NO. 4 REBAR SET ON THE SOUTH LINE OF A CERTAIN TRACT CONVEYED TO JOSE LUIS CONTRERAS BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 658483, HIDALGO COUNTY OFFICIAL RECORDS, FOR THE NORTHWEST CORNER OF THIS TRACT;
5. THENCE, S 81° 23' 26" E, ALONG THE SOUTH LINE OF SAID TRACT CONVEYED TO JOSE LUIS CONTRERAS, AT A DISTANCE OF 1,160.00 FEET PASS THE EXISTING WEST RIGHT-OF-WAY LINE OF STEWART ROAD, CONTINUING A TOTAL DISTANCE OF 1,180.00 FEET TO A NAIL SET ON THE WEST LINE OF SAID LOT 1, FOR THE NORTHEAST CORNER OF THIS TRACT;
6. THENCE, S 08° 36' 34" W, ALONG THE EAST LINE OF SAID LOTS 1 AND 6, AT A DISTANCE OF 633.00 FEET PASS THE SOUTH LINE OF SAID LOT 1 AND THE NORTH LINE OF SAID LOT 6, CONTINUING A TOTAL DISTANCE OF 738.60 FEET TO A NAIL SET, ON THE NORTHEAST CORNER OF A CERTAIN TRACT CONVEYED TO NAVARIO LEAL AND DORIS LEAL BY VIRTUE OF A GUARDIAN'S DEED RECORDED UNDER DOCUMENT NUMBER 424998, HIDALGO COUNTY OFFICIAL RECORDS, FOR AN OUTSIDE CORNER OF THIS TRACT;
7. THENCE, S 69° 13' 11" W, ALONG THE NORTH LINE OF SAID TRACT CONVEYED TO NAVARIO LEAL AND DORIS LEAL, AT A DISTANCE OF 34.43 FEET PASS A NO. 4 REBAR SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF STEWART ROAD, CONTINUING A TOTAL DISTANCE OF 277.33 FEET TO A NO. 4 REBAR SET, FOR AN ANGLE POINT OF THIS TRACT;
8. THENCE, S 54° 34' 32" W, ALONG THE NORTH LINE OF SAID TRACT CONVEYED TO NAVARIO LEAL AND DORIS LEAL, A DISTANCE OF 166.67 FEET, TO A NO. 4 REBAR SET, FOR AN ANGLE POINT OF THIS TRACT;
9. THENCE, S 15° 56' 08" W, ALONG THE WEST LINE OF SAID TRACT CONVEYED TO NAVARIO LEAL AND DORIS LEAL, A DISTANCE OF 67.00 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
10. THENCE, S 81° 23' 26" E, ALONG THE SOUTH LINE OF SAID TRACT CONVEYED TO NAVARIO LEAL AND DORIS LEAL, AT A DISTANCE OF 340.00 FEET PASS A NO. 4 REBAR SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF STEWART ROAD, CONTINUING A TOTAL DISTANCE OF 370.00 FEET TO A NAIL SET ON THE EAST LINE OF SAID LOT 6, FOR AN OUTSIDE CORNER OF THIS TRACT;
11. THENCE, S 08° 36' 34" W, ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 896.00 FEET, TO THE POINT OF BEGINNING AND CONTAINING 37.258 ACRES, OF WHICH 1.132 ACRES LIES WITHING THE EXISTING RIGHT-OF-WAY OF STEWART ROAD, 0.216 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF MOORE ROAD, LEAVING A NET OF 35.910 ACRES OF LAND, MORE OR LESS.

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

DRAWN BY: CP DATE: 06-26-20
SURVEYED, CHECKED: _____ DATE: 11-09-20
FINAL CHECK: _____ DATE: _____

MELDEN & HUNT INC.
TEXAS REGISTER F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

SHEET 1 OF 2

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	30.56'	305.00'	005° 44' 29"	S78° 31' 12"E	30.55'	15.29
C2	69.62'	305.00'	013° 04' 43"	S69° 06' 36"E	69.47'	34.96
C3	14.47'	305.00'	002° 43' 04"	S61° 12' 43"E	14.47'	7.23
C4	41.65'	325.00'	007° 20' 37"	N63° 31' 29"W	41.63'	20.86
C5	42.15'	325.00'	007° 25' 49"	N70° 54' 42"W	42.12'	21.10
C6	41.42'	325.00'	007° 18' 08"	N78° 16' 40"W	41.39'	20.74
C7	40.23'	325.00'	007° 05' 33"	N85° 28' 31"W	40.20'	20.14
C8	40.39'	325.00'	007° 07' 11"	S87° 25' 07"W	40.36'	20.22
C9	48.28'	325.00'	008° 30' 42"	S79° 36' 11"W	48.24'	24.19
C10	72.06'	325.00'	012° 42' 13"	S68° 59' 43"W	71.91'	36.18
C11	20.16'	20.00'	057° 45' 06"	S88° 28' 50"E	19.32'	11.03
C12	7.01'	20.00'	020° 04' 20"	S49° 34' 07"E	6.97'	3.54
C13	63.11'	225.00'	016° 04' 12"	N47° 34' 03"W	62.90'	31.76
C14	43.09'	225.00'	010° 58' 19"	N61° 05' 18"W	43.02'	21.61
C15	40.24'	225.00'	010° 14' 48"	N71° 41' 52"W	40.19'	20.17
C16	42.50'	225.00'	010° 49' 20"	N82° 13' 56"W	42.44'	21.31
C17	22.62'	225.00'	005° 45' 41"	S89° 28' 34"W	22.62'	11.32
C18	22.81'	275.00'	004° 45' 09"	N88° 58' 18"E	22.80'	11.41
C19	46.70'	275.00'	009° 43' 44"	S83° 47' 16"E	46.64'	23.40
C20	50.16'	275.00'	010° 27' 02"	S73° 41' 54"E	50.09'	25.15
C21	3.69'	275.00'	000° 46' 04"	S68° 05' 21"E	3.69'	1.84
C22	43.66'	225.00'	011° 07' 02"	N73° 15' 49"W	43.59'	21.90
C23	44.20'	225.00'	011° 15' 20"	N84° 27' 00"W	44.13'	22.17
C24	30.04'	225.00'	007° 39' 01"	S86° 05' 50"W	30.02'	15.04
C25	15.25'	350.00'	002° 29' 49"	N83° 31' 14"E	15.25'	7.63
C26	42.15'	350.00'	006° 54' 02"	N88° 13' 10"E	42.13'	21.10
C27	1.83'	350.00'	000° 17' 58"	S88° 10' 49"E	1.83'	0.92
C28	27.52'	70.00'	022° 31' 20"	S80° 42' 30"W	27.34'	13.94
C29	27.15'	70.00'	022° 13' 20"	S58° 20' 10"W	26.98'	13.75
C30	27.49'	70.00'	022° 30' 10"	S35° 58' 24"W	27.32'	13.93
C31	30.22'	70.00'	024° 44' 07"	S12° 21' 16"W	29.99'	15.35
C32	25.24'	70.00'	020° 39' 36"	S10° 20' 36"E	25.10'	12.76
C33	25.41'	70.00'	020° 48' 03"	S31° 04' 26"E	25.27'	12.85
C34	25.97'	70.00'	021° 15' 15"	S52° 06' 04"E	25.82'	13.13
C35	26.09'	70.00'	021° 21' 09"	S73° 24' 16"E	25.94'	13.20
C36	26.32'	70.00'	021° 32' 47"	N85° 08' 46"E	26.17'	13.32
C37	27.27'	70.00'	022° 19' 02"	N63° 12' 52"E	27.09'	13.81
C38	47.38'	70.00'	038° 46' 43"	N32° 40' 00"E	46.48'	24.64
C39	37.13'	50.00'	042° 32' 36"	S34° 32' 56"W	36.28'	19.47
C40	39.91'	50.00'	045° 44' 06"	S78° 41' 17"W	38.86'	21.09
C41	32.80'	175.00'	010° 44' 22"	N73° 04' 29"W	32.75'	16.45
C42	29.74'	325.00'	005° 14' 37"	S70° 19' 37"E	29.73'	14.88
C43	47.95'	325.00'	008° 27' 12"	S77° 10' 31"E	47.91'	24.02
C44	43.39'	325.00'	007° 39' 00"	S85° 13' 37"E	43.36'	21.73
C45	24.69'	325.00'	004° 21' 09"	N88° 46' 18"E	24.68'	12.35
C46	19.22'	175.00'	006° 17' 30"	S89° 44' 28"W	19.21'	9.62
C47	137.06'	175.00'	044° 52' 23"	N64° 40' 36"W	133.58'	72.26
C48	31.35'	20.00'	089° 48' 56"	N2° 40' 04"E	28.24'	19.94
C49	19.68'	325.00'	003° 28' 12"	S45° 50' 26"W	19.68'	9.84
C50	44.51'	325.00'	007° 50' 52"	S40° 10' 54"W	44.48'	22.29
C51	49.34'	325.00'	008° 41' 51"	S31° 54' 33"W	49.29'	24.72
C52	3.92'	325.00'	000° 41' 30"	S27° 12' 52"W	3.92'	1.96
C53	53.27'	275.00'	011° 05' 55"	N32° 25' 05"E	53.19'	26.72
C54	61.90'	275.00'	012° 53' 45"	N44° 24' 55"E	61.76'	31.08
C55	56.81'	275.00'	011° 50' 13"	N56° 46' 54"E	56.71'	28.51
C56	87.98'	275.00'	018° 19' 52"	N71° 51' 56"E	87.61'	44.37
C57	55.36'	275.00'	011° 32' 03"	N86° 47' 54"E	55.27'	27.77
C58	27.40'	275.00'	005° 42' 30"	S84° 34' 49"E	27.39'	13.71
C59	17.84'	225.00'	004° 32' 33"	N83° 59' 50"W	17.83'	8.92
C60	45.10'	225.00'	011° 29' 08"	S87° 59' 20"W	45.03'	22.63
C61	26.15'	225.00'	006° 39' 30"	S78° 55' 01"W	26.13'	13.09
C62	38.38'	225.00'	009° 46' 26"	S70° 42' 03"W	38.34'	19.24
C63	35.15'	225.00'	008° 57' 01"	S61° 20' 20"W	35.11'	17.61
C64	32.76'	225.00'	008° 20' 35"	S52° 41' 31"W	32.73'	16.41
C65	32.68'	225.00'	008° 19' 16"	S44° 21' 36"W	32.65'	16.37
C66	40.25'	225.00'	010° 15' 01"	S35° 04' 28"W	40.20'	20.18
C67	39.26'	225.00'	009° 59' 47"	S24° 57' 04"W	39.21'	19.68
C68	42.69'	225.00'	010° 52' 19"	S14° 31' 01"W	42.63'	21.41
C69	45.30'	225.00'	011° 32' 07"	S3° 18' 48"W	45.22'	22.73
C70	43.24'	225.00'	011° 00' 41"	S7° 57' 36"E	43.17'	21.69
C71	31.72'	225.00'	008° 04' 37"	S17° 30' 14"E	31.69'	15.89
C72	27.23'	225.00'	006° 56' 01"	S25° 00' 33"E	27.21'	13.63
C73	35.33'	225.00'	008° 59' 49"	S32° 58' 28"E	35.29'	17.70
C74	30.56'	225.00'	007° 46' 58"	S41° 21' 52"E	30.54'	15.31
C75	30.78'	225.00'	007° 50' 15"	S49° 10' 28"E	30.75'	15.41
C76	36.23'	225.00'	009° 13' 36"	S57° 42' 24"E	36.19'	18.16
C77	43.92'	225.00'	011° 11' 07"	S67° 54' 46"E	43.86'	22.03
C78	43.55'	225.00'	011° 05' 23"	S79° 03' 01"E	43.48'	21.84
C79	41.55'	225.00'	010° 34' 49"	S89° 53' 07"E	41.49'	20.83
C80	43.00'	225.00'	010° 56' 59"	N79° 20' 59"E	42.93'	21.57

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C81	3.27'	225.00'	000° 49' 59"	N73° 27' 29"E	3.27'	1.64
C82	51.06'	250.00'	011° 42' 04"	S78° 53' 31"W	50.97'	25.62
C83	66.70'	250.00'	015° 17' 09"	N87° 36' 52"W	66.50'	33.55
C84	67.41'	250.00'	015° 26' 55"	N72° 14' 50"W	67.20'	33.91
C85	65.98'	250.00'	015° 07' 16"	N56° 57' 44"W	65.79'	33.18
C86	86.04'	250.00'	019° 43' 07"	N39° 32' 33"W	85.61'	43.45
C88	8.08'	20.00'	023° 09' 22"	N55° 15' 16"E	8.03'	4.10
C89	15.40'	20.00'	044° 06' 27"	N88° 53' 10"E	15.02'	8.10
C90	12.75'	300.00'	002° 26' 03"	N55° 37' 29"W	12.74'	6.37
C91	71.20'	300.00'	013° 35' 51"	N63° 38' 26"W	71.03'	35.77
C92	42.63'	300.00'	008° 08' 30"	N74° 30' 37"W	42.59'	21.35
C93	38.98'	300.00'	007° 26' 41"	N82° 18' 12"W	38.95'	19.52
C94	39.83'	300.00'	007° 36' 26"	N89° 49' 46"W	39.80'	19.94
C95	43.14'	300.00'	008° 14' 24"	S82° 14' 49"W	43.11'	21.61
C96	26.63'	300.00'	005° 05' 08"	S75° 35' 03"W	26.62'	13.32
C97	18.20'	175.00'	005° 57' 30"	N76° 01' 15"E	18.19'	9.11
C98	89.46'	175.00'	029° 17' 22"	S86° 21' 19"E	88.49'	45.73
C99	80.56'	175.00'	026° 22' 28"	S58° 31' 25"E	79.85'	41.00
C100	80.45'	175.00'	026° 20' 24"	S32° 09' 59"E	79.74'	40.95
C101	79.78'	175.00'	026° 07' 18"	S5° 56' 08"E	79.09'	40.60
C102	80.36'	175.00'	026° 18' 39"	S20° 16' 50"W	79.66'	40.90
C103	80.40'	175.00'	026° 19' 27"	S46° 35' 53"W	79.70'	40.92
C104	79.90'	175.00'	026° 09' 30"	S72° 50' 22"W	79.20'	40.66
C105	37.74'	175.00'	012° 21' 19"	N87° 54' 14"W	37.66'	18.94
C106	31.13'	325.00'	005° 29' 14"	S84° 28' 11"E	31.11'	15.57
C107	46.82'	325.00'	008° 15' 17"	N88° 39' 33"E	46.78'	23.45
C108	34.30'	325.00'	006° 02' 51"	N81° 30' 30"E	34.29'	17.17
C109	39.44'	325.00'	006° 57' 12"	N75° 00' 28"E	39.42'	19.75
C110	31.88'	325.00'	005° 37' 10"	N68° 43' 17"E	31.86'	15.95
C111	35.68'	325.00'	006° 17' 24"	N62° 46' 00"E	35.66'	17.86
C112	65.07'	325.00'	011° 28' 18"	N53° 53' 09"E	64.96'	32.64
C113	64.36'	325.00'	011° 20' 49"	N42° 28' 36"E	64.26'	32.29
C114	28.80'	20.00'	082° 30' 19"	S78° 03' 21"W	26.38'	17.54
C115	80.45'	295.00'	015° 37' 29"	S68° 30' 14"E	80.20'	40.47
C116	44.56'	295.00'	008° 39' 15"	S80° 38' 36"E	44.52'	22.32
C117	33.42'	295.00'	006° 29' 29"	S88° 12' 58"E	33.40'	16.73
C118	18.72'	175.00'	006° 07' 40"	N88° 23' 53"W	18.71'	9.37
C119	69.90'	175.00'	022° 53' 06"	N73° 53' 30"W	69.43'	35.42
C120	85.50'	175.00'	027° 59' 33"	N48° 27' 10"W	84.65'	43.62
C120	46.88'	225.00'	011° 56' 18"	S42° 13' 46"W	46.80'	23.53
C121	81.08'	175.00'	026° 32' 49"	N21° 11' 00"W	80.36'	41.28
C122	86.01'	175.00'	028° 09' 39"	N6° 10' 14"E	85.15'	43.89
C123	85.48'	175.00'	027° 59' 10"	N34° 14' 38"E	84.63'	43.61
C124	83.51'	175.00'	027° 20' 33"	N61° 54' 29"E	82.72'	42.57
C125	4.73'	175.00'	001° 32' 55"	N76° 21' 13"E	4.73'	2.37
C126	43.91'	425.00'	005° 55' 10"	S74° 10' 06"W	43.89'	21.97
C127	42.06'	425.00'	005° 40' 14"	S68° 22' 24"W	42.04'	21.05
C128	43.14'	425.00'	005° 48' 57"	S62° 37' 49"W	43.12'	21.59
C129	44.68'	425.00'	006° 01' 22"	S56° 42' 39"W	44.65'	22.36
C130	15.07'	425.00'	002° 01' 52"	S52° 41' 02"W	15.06'	7.53
C131	59.28'	425.00'	007° 59' 32"	S47° 40' 21"W	59.24'	29.69
C132	134.41'	300.00'	025° 40' 12"	N25° 24' 17"W	133.29'	68.35
C133	28.59'	20.00'	081° 54' 58"	S2° 43' 06"W	26.22'	17.36
C134	21.00'	375.00'	003° 12' 29"	S45° 16' 49"W	20.99'	10.50
C135	54.63'	375.00'	008° 20' 49"	S51° 03' 29"W	54.58'	27.36
C136	60.45'	375.00'	009° 14' 12"	S59° 50' 59"W	60.39'	30.29
C137	51.06'	375.00'	007° 48' 06"	S68° 22' 08"W	51.02'	25.57
C138	31.80'	375.00'	004° 51' 29"	S74° 41' 56"W	31.79'	15.91
C139	13.71'	225.00'	003° 29' 26"	N75° 22' 58"E	13.70'	6.86
C140	46.75'	225.00'	011° 54' 14"	N67° 41' 08"E	46.66'	23.46
C141	46.30'	225.00'	011° 47' 21"	N55° 50' 21"E	46.21'	23.23
C142	26.25'	225.00'	006° 41' 01"	N46° 36' 10"E	26.23'	13.14
C143	36.63'	225.00'	009° 19' 43"	N38° 35' 48"E	36.59'	18.36
C144	27.74'	225.00'	007° 03' 47"	N30° 24' 03"E	27.72'	13.89
C145	46.09'	225.00'	011° 44' 09"	N21° 00' 06"E	46.01'	23.12
C146	45.08'	225.00'	011° 28' 43"	N9° 23' 40"E	45.00'	22.61
C147	45.41'	225.00'	011° 33' 46"	N2° 07' 34"W	45.33'	22.78
C148	35.71'	225.00'	009° 05' 33"	N12° 27' 14"W	35.67'	17.89
C149	28.54'	225.00'	007° 16' 02"	N20° 38' 01"W	28.52'	14.29
C150	31.34'	225.00'	007° 58' 52"	N28° 15' 28"W	31.32'	15.70
C151	32.31'	225.00'	008° 13' 35"	N36° 21' 41"W	32.28'	16.18
C152	35.24'	225.00'	008° 58' 28"	N44° 57' 43"W	35.21'	17.66
C153	39.09'	225.00'	009° 57' 17"	N54° 25' 35"W	39.04'	19.60
C154	43.90'	225.00'	011° 10' 48"	N64° 59' 37"W	43.83'	22.02
C155	71.81'	225.00'	018° 17' 11"	N79° 43' 37"W	71.51'	36.21
C156	10.18'	225.00'	002° 35' 31"	S89° 50' 02"W	10.18'	5.09
C157	131.58'	245.00'	030° 46' 13"	S76° 04' 36"E	130.00'	67.42
C158	32.94'	20.00'	094° 22' 35"	S13° 30' 12"E	29.34'	21.59
C159	48.73'	275.00'	010° 09' 08"	S38° 45' 40"W	48.66'	24.43
C160	72.44'	275.00'	015° 05' 35"	S51° 23' 01"W	72.23'	36.43

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C161	79.56'	275.00'	016° 34' 36"	S67° 13' 06"W	79.28'	40.06
C162	63.09'	275.00'	013° 08' 39"	S82° 04' 44"W	62.95'	31.68
C163	60.55'	275.00'	012° 36' 56"	N85° 02' 29"W	60.43'	30.40
C164	61.27'	275.00'	012° 45' 56"	N72° 21' 03"W	61.14'	30.76
C165	29.35'	275.00'	006° 06' 54"	N62° 54' 38"W	29.34'	14.69
C166	25.84'	355.00'	004° 10' 14"	S61° 56' 18"E	25.83'	12.93
C167	47.56'	355.00'	007° 40' 36"	S67° 51' 43"E	47.53'	23.82
C168	41.50'	355.00'	006° 41' 55"	S75° 02' 58"E	41.48'	20.78
C169	18.54'	355.00'	002° 59' 31"	S79° 53' 41"E	18.53'	9.27
C170	72.41'	90.00'	046° 05' 41"	S56° 24' 46"W	70.47'	38.29
C171	40.49'	90.00'	025° 46' 42"	S20° 28' 35"W	40.15'	20.59
C172	38.70'	90.00'	024° 38' 05"	S4° 43' 49"E	38.40'	19.65
C173	70.99'	90.00'	045° 11' 38"	S39° 38' 40"E	69.16'	37.46
C174	25.87'	555.00'	002° 40' 15"	N82° 45' 26"W	25.87'	12.94
C175	45.10'	555.00'	004° 39' 21"	N86° 25' 14"W	45.09'	22.56
C176	21.00'	555.00'	002° 10' 04"	N89° 49' 57"W	21.00'	10.50
C177	40.83'	175.00'	013° 22' 02"	S84° 13' 58"E	40.73'	20.51
C178	79.28'	175.00'	025° 57' 21"	S64° 34' 17"E	78.60'	40.33
C179	73.11'	175.00'	023° 56' 16"	S39° 37' 28"E	72.58'	37.10
C180	90.86'	175.00'	029° 44' 57"	S12° 46' 52"E	89.85'	46.48
C181	19.90'	175.00'	006° 30' 58"	S5° 21' 05"W	19.89'	9.96
C182	62.30'	300.00'	011° 53' 57"	N2° 39' 35"E	62.19'	31.26
C183	48.59'	300.00'	009° 16' 47"	N7° 55' 47"W	48.54'	24.35
C184	67.97'	250.00'	015° 34' 39"	N9° 40' 44"W	67.76'	34.20
C185	45.81'	250.00'	010° 29' 58"	N3° 21' 35"E	45.75'	22.97
C186	20.82'	225.00'	005° 18' 09"	S5° 57' 29"W	20.82'	10.42
C187	42.04'	225.00'	010° 42' 23"	S2° 02' 47"E	41.98'	21.08
C188	48.96'	225.00'	012° 28' 02"	S13° 38' 00"E	48.86'	24.58
C189	44.57'	225.00'	011° 21' 03"	S25° 32' 32"E	44.50'	22.36
C190	15.36'	20.00'	044° 00' 10"	N9° 12' 58"W	14.99'	8.08
C190	53.30'	250.00'	012° 12' 55"	N23° 34' 31"W	53.20'	26.75
C191	12.36'	20.00'	035° 24' 48"	N30° 29' 31"E	12.17'	6.39
C192	48.33'	225.00'	012° 18' 25"	S30° 06' 25"W	48.24'	24.26
C193	45.66'	225.00'	011° 37' 35"	S18° 08' 25"W	45.58'	22.91
C194	44.72'	225.00'	011° 23' 18"	S6° 37' 58"W	44.65'	22.43
C195	37.79'	225.00'	009° 37' 23"	S3° 52' 23"E	37.75'	18.94
C196	46.65'	225.00'	011° 52' 48"	S14° 37' 28"E	46.57'	23.41
C197	38.76'	225.00'	009° 52' 14"	S25° 29' 59"E	38.71'	19.43
C198	36.24'	225.00'	009° 13' 43"	S35° 02' 58"E	36.20'	18.16
C199	40.50'	225.00'	010° 18' 45"	S44° 49' 12"E	40.44'	20.30
C200	42.98'	225.00'	010° 56' 38"	S55° 26' 53"E	42.91'	21.55
C201	1.69'	250.00'	000° 23' 18"	N60° 43' 33"W	1.69'	0.85
C202	35.00'	250.00'	008° 01' 19"	N56° 31' 15"W	34.97'	17.53
C203	7.89'	60.00'	007° 32' 10"	S56° 16' 41"E	7.89'	3.95
C204	30.56'	60.00'	029° 10' 54"	S74° 38' 12"E	30.23'	15.62
C205	29.43'	60.00'	028° 06' 06"	N76° 43' 18"E	29.13'	15.02
C206	28.96'	60.00'	027° 39' 33"	N48° 50' 29"E	28.68'	14.77
C207	30.38'	60.00'	029° 00' 42"	N20° 30' 21"E	30.06'	15.52
C208	30.42'	60.00'	029° 02' 47"	N8° 31' 24"W	30.09'	15.54
C209	24.55'	60.00'	023° 26' 26"	N34° 46' 00"W	24.38'	12.45
C210	26.61'	60.00'	025° 24' 24"	N59° 11' 25"W	26.39'	13.53
C211	38.01'	60.00'	036° 17' 33"	S89° 57' 36"W	37.37'	19.66
C212	13.97'	60.00'	013° 20' 25"	S65° 08' 37"W	13.94'	7.02
C213	73.68'	50.00'	084° 26' 05"	S79° 18' 33"E	67.19'	45.36
C214	54.53'	175.00'	017° 51' 10"	S28° 09' 55"E	54.31'	27.49
C215	83.58'	175.00'	027° 21' 52"	S5° 33' 24"E	82.79'	42.60
C216	122.40'	175.00'	040° 04' 23"	S28° 09' 44"W	119.92'	63.82
C217	27.72'	20.00'	079° 24' 58"	S87° 54' 24"W	25.56'	16.61
C218	13.88'	225.00'	003° 32' 05"	S54° 09' 09"E	13.88'	6.94
C219	43.31'	225.00'	011° 01' 41"	S61° 26' 02"E	43.24'	21.72
C220	43.68'	225.00'	011° 07' 24"	S72° 30' 35"E	43.61'	21.91
C221	50.44'	225.00'	012° 50' 42"	S84° 29' 38"E	50.34'	25.33
C222	56.33'	505.00'	006° 23' 26"	N87° 43' 16"W	56.30'	28.19
C223	27.36'	505.00'	003° 06' 15"	N82° 58' 26"W	27.36'	13.68

SUBDIVISION PLAT OF

STEWART COVES SUBDIVISION

BEING A RESUBDIVISION OF 37.258 ACRES SITUATED IN THE CITY OF SAN JUAN, COUNTY OF HIDALGO TEXAS, OUT OF LOTS 1 AND 6, STEWARTS ADDITION TO THE CONWAY GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 43, HIDALGO COUNTY MAP RECORDS

NOTES:

1. NO PUBLISH FLOOD MAP FOR THE CITY OF SAN JUAN DOES NOT HAVE A PRINTED FLOOD INSURANCE RATE MAP. THE ENTIRE COMMUNITY LIES ON ZONE "B", ZONE "B" ARE AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
   COMMUNITY-PANEL NUMBER: 480334 0425 C
   MAP REVISED: NOVEMBER 16, 1982
2. MINIMUM FINISHED FLOOR ELEVATION TO BE 18" ABOVE TOP OF CURB AS MEASURED AT CENTER OF LOT OR 18" ABOVE NATURAL GROUND WHICHEVER IS GREATER.
3. BENCHMARK: (ALL BENCHMARKS ARE NAVD 88 [GEOID 2003])
   #1 N: 16589961.8820, E: 1094760.3820 ELEV: 109.54 "SQUARE CUT TOP OF INLET
   #2 N: 1658927.6280, E: 1095036.8630 ELEV: 111.22 "SQUARE CUT TOP OF INLET
4. REQUIRED DETENTION FOR STORM SEWER RUNOFF PER THE APPROVED DRAINAGE REPORT SHALL BE 183,742 CUBIC FEET [4.218 Ac.-Ft.]. STORM WATER RUNOFF GENERATED FROM DEVELOPMENT SHALL BE DETAINED ON-SITE VIA TWO DETENTION PONDS WITH A TOTAL CAPACITY OF 186,034 CUBIC FEET. WATER WILL THEN DISCHARGE THROUGH AN 8" BLEEDER LINE INTO THE EXISTING CITY OF SAN JUAN STORM SYSTEM LOCATED ON THE WEST SIDE OF SITE ALONG MOORE ROAD.
5. MINIMUM SETBACKS SHALL BE AS FOLLOWS
   FRONT: 20' OR AS PER CITY ORDINANCE
   REAR: 15' OR GREATER FOR EASEMENT
   SIDE: 6' OR GREATER FOR EASEMENT
   SIDE CORNER LOT: 10' OR GREATER FOR EASEMENT
   CUL-DA SAC: 15' OR GREATER FOR EASEMENT
6. NO BUILDING ALLOWED OVER ANY EASEMENT.
7. 5.0-FOOT SIDEWALK WITH A.D.A. RAMPS AND LANDINGS WILL BE REQUIRED TO BE CONSTRUCTED WITHIN SUBDIVISION CONSTRUCTION PHASE & ALONG STEWART & MOORE ROAD.
8. DRAINAGE PLAN APPROVAL BY THE CITY OF SAN JUAN SHALL BE REQUIRED PRIOR TO THE ISSUANCE OF THE BUILDING AND/OR DEVELOPMENT PERMIT.
9. NO CONSTRUCTION OF ANY STRUCTURES ARE ALLOWED UNLESS FIRE PROTECTION IS IN PLACE.
10. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES (NAD 83 TEXAS STATE PLANE, SOUTH ZONE).
11. COMMON AREA "D" & "E" IS TO BE USED FOR DETENTION
12. COMMON AREA "A", "B" & "C" ARE TO BE MAINTAINED BY THE DEVELOPER AND NOT THE CITY OF SAN JUAN.
13. THE OWNER(S)/DEVELOPER IS RESPONSIBLE FOR THE MAINTENANCE OF ALL STORM WATER DETENTION FACILITIES.

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

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

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

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

_____ ATTEST:_____
PRESIDENT SECRETARY

THIS PLAT IS HEREBY APPROVED BY THE CITY COMMISSION OF SAN JUAN, TEXAS ON THIS, THE _____ DAY OF ___ _____, 20_____.

_____ _____
CITY MANAGER, CITY OF SAN JUAN DATE

_____ _____
ATTEST: CITY SECRETARY DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS STEWART COVES SUBDIVISION TO THE CITY OF SAN JUAN, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

_____ _____
JOYCE SOULEK, PERSONAL REPRESENTATICCE DATE:
OF THE ESTATE OF WALTER J. SOULEK
38001 29th STREET
LAKE ANDES, SD 57356-6850

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOYCE SOULEK KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____,DAY OF _____, 20 _____.

_____
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS STEWART COVES SUBDIVISION TO THE CITY OF SAN JUAN, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

_____ _____
ALEJANDRA CONTRERAS DATE:
1113 MARTIN AVENUE
McALLEN, TX. 78504-3261

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ALEJANDRA CONTRERAS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____,DAY OF __ _____, 20_____.

_____
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

THE STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE____DAY OF_____, 20____.

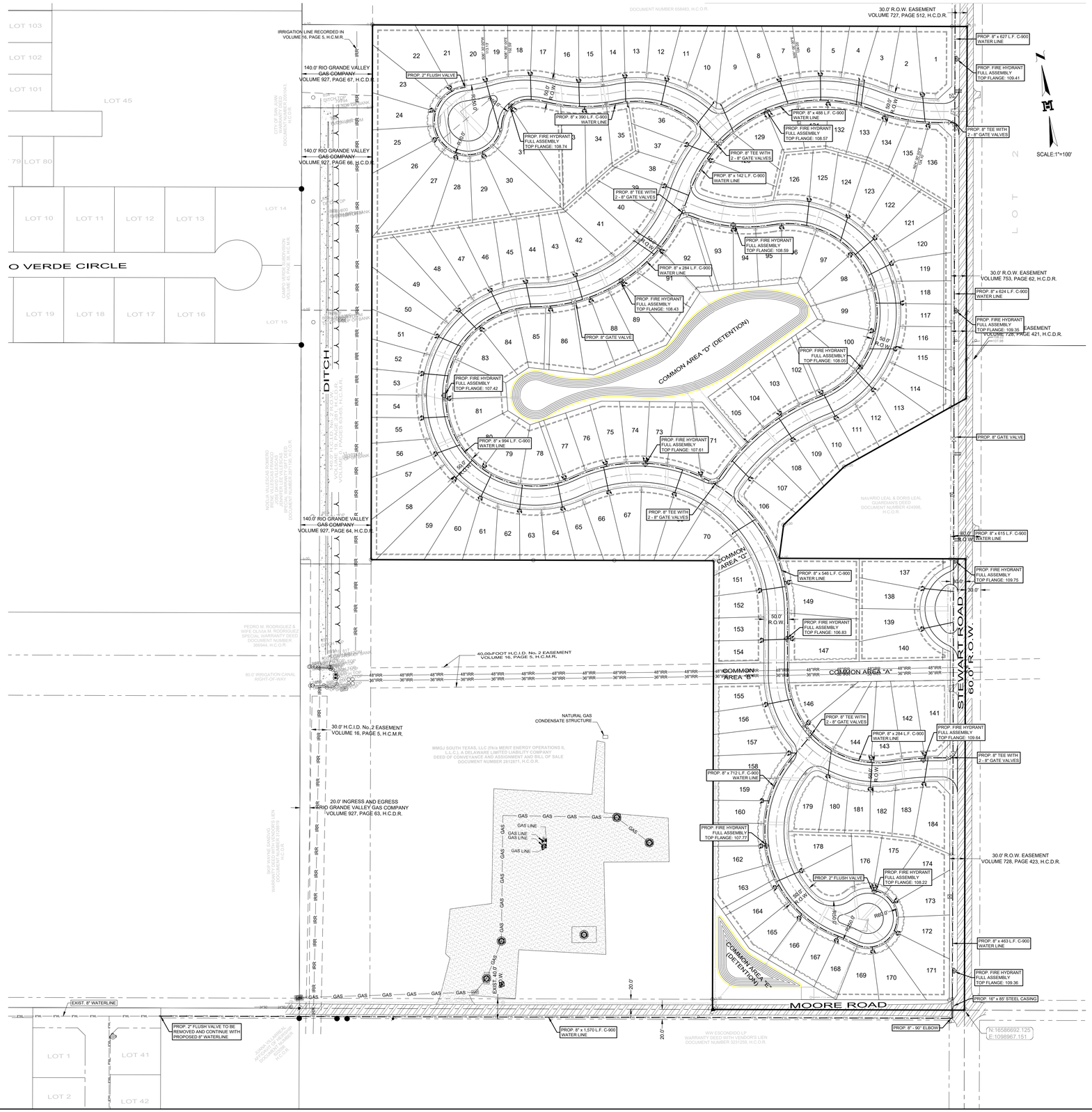
MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

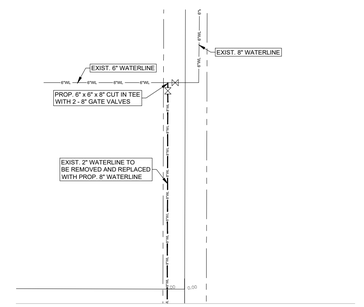
_____
MARIO A. REYNA, PROFESSIONAL ENGINEER No.117368
STATE OF TEXAS

DATE PREPARED: 03-15-19
ENGINEERING JOB No. 19147.00

STATE OF TEXAS
COUNTY OF HIDALGO

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUM





NOTE FOR WATER DISTRIBUTION:
ALL MECHANICAL JOINTS MUST BE RESTRAINED WITH MEGA LUGS OR APPROVED EQUAL.
MJ X FLANGE TEE AND VALVE FOR FIRE HYDRANTS.
EVERY LOT MUST HAVE AN INDIVIDUAL 1" TAP WITH 1" x 3/4" ANGLE STOP
EVERY LOT MUST HAVE ITS OWN PVC CASING
INSTALL REFLECTIVE BLUE MARKERS IN FRONT OF ALL HYDRANTS.
CURB SHALL BE PAINTED RED AND WHITE LETTERING READING "NO PARKING" 30 FEET FROM CENTER OF HYDRANT AND 15 FEET TO EACH SIDE.

NOTE FOR COLLECTION SYSTEM:
SANITARY SEWER MANHOLES MUST BE PRE MANUFACTURED FIBERGLASS TO TO INCLUDE BOTTOM BASE.
EVERY SEWER SERVICE MUST HAVE A 2 WAY CLEANOUT AT PROPERTY LINE.
MANHOLE COVERS MUST BE COMPOSITE.
SANITARY SEWER LINES MUST BE SDR26 JM EAGLE OR APPROVED EQUAL.

LEGEND (PROPOSED) (PIPE SIZES AS PER PLANS)

- WATER VALVE
- FIRE HYDRANT W/ VALVE & TEE (MUELLER SAFETY YELLOW BARREL WITHOUT THE ANTI-THEFT DEVICE.)
- PROP. 1" SINGLE WATER SERVICES WITH 2" PVC CASING
- STORM MANHOLE
- TYPE "A" INLET
- SANITARY MANHOLE
- SINGLE SANITARY SEWER SERVICE
- 8"WL — 8"WL — 8"WL — 8"WL — WATER LINE
- 8"SS — 8"SS — 8"SS — 8"SS — SEWER LINE
- 24"SD — 24"SD — 24"SD — 24"SD — STORM LINE
- IRR — IRR — IRR — IRR — IRR — IRRIG. LINE

JOB No.
21155.01

REVISION	DATE	BY

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TEXAS 78541
PH: (956) 381-0981
FAX: (956) 381-1839
TBPLS No. 10096000
227 N. F.M. 3167
EXCELSIOR, TX 78596
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com

ENG. TECH: G.F.
PROJECT ENG: MARIO REYNA
T-BOOK: 1014, PG. 68
1. RELEASE DATE:
2. RELEASE DATE:
3. RELEASE DATE:
SCALE: HOR: 1" = 50'
VER: 1" = 5'

STEWART COVES
SUBDIVISION
SAN JUAN, TEXAS

WATER LAYOUT

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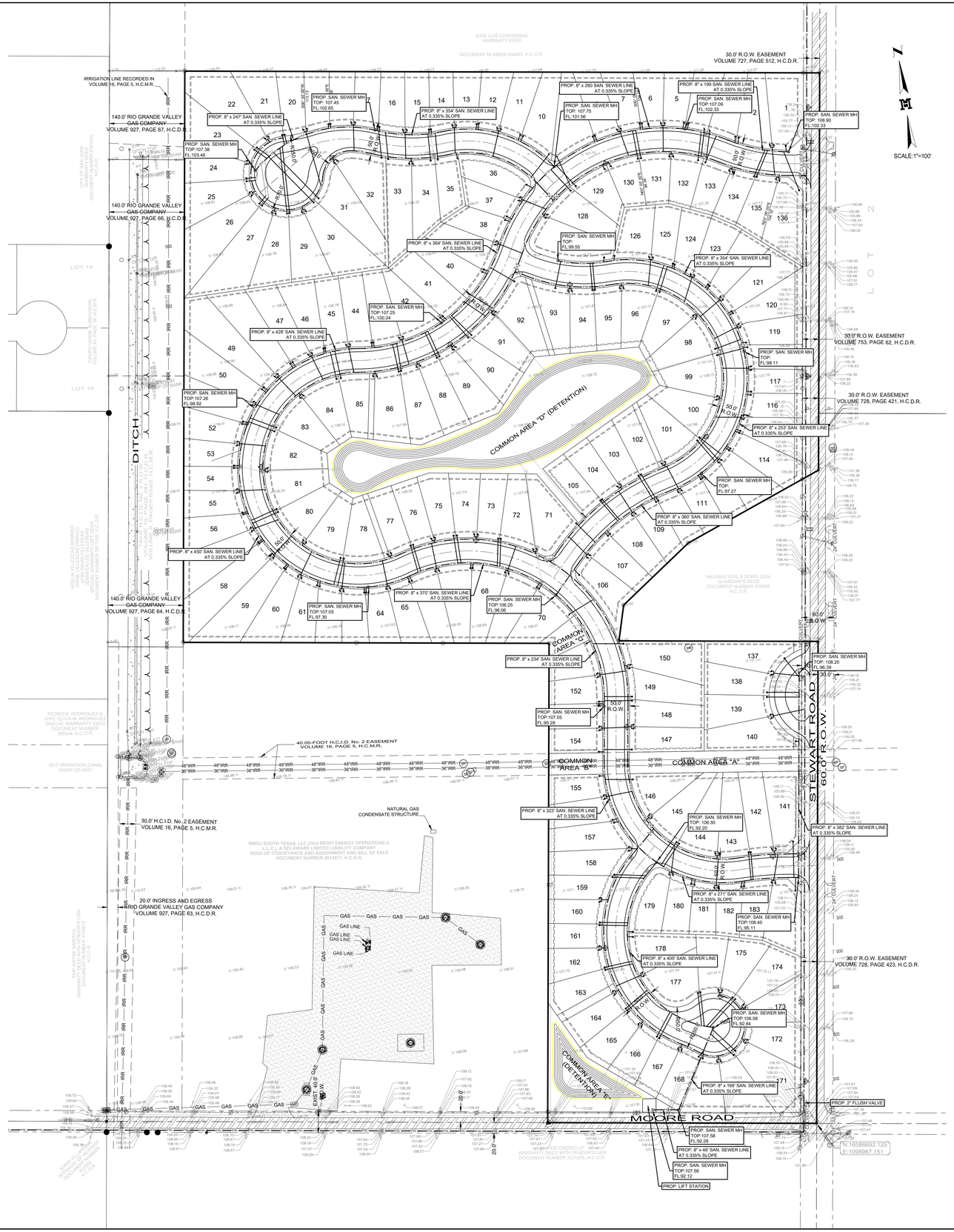
SHEET 1 OF 1



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- 24"SD 24"SD 24"SD 24"SD STORM LINE
- IRR IRR IRR IRR IRR IRRIG. LINE

JOB No.
21155.01

BY	DATE	REVISION

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE (956) 383-7961
GEORGE WEST, TEXAS 78022 FAX: (956) 383-7738
PH: (956) 381-0981 (956) 487-8256
FAX: (956) 381-1839 (956) 488-8591
ESTABLISHED 1947 www.meldenandhunt.com
TBPELS No. 10096500

ENG. TECH: G.F.
PROJECT ENG: MARIO REYNA
T-BOOK: 1014, PG. 66
1. RELEASE DATE:
2. RELEASE DATE:
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SCALE: HOR: 1" = 50'
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STEWART COVES
SUBDIVISON
SAN JUAN, TEXAS

SANITARY SEWER LAYOUT

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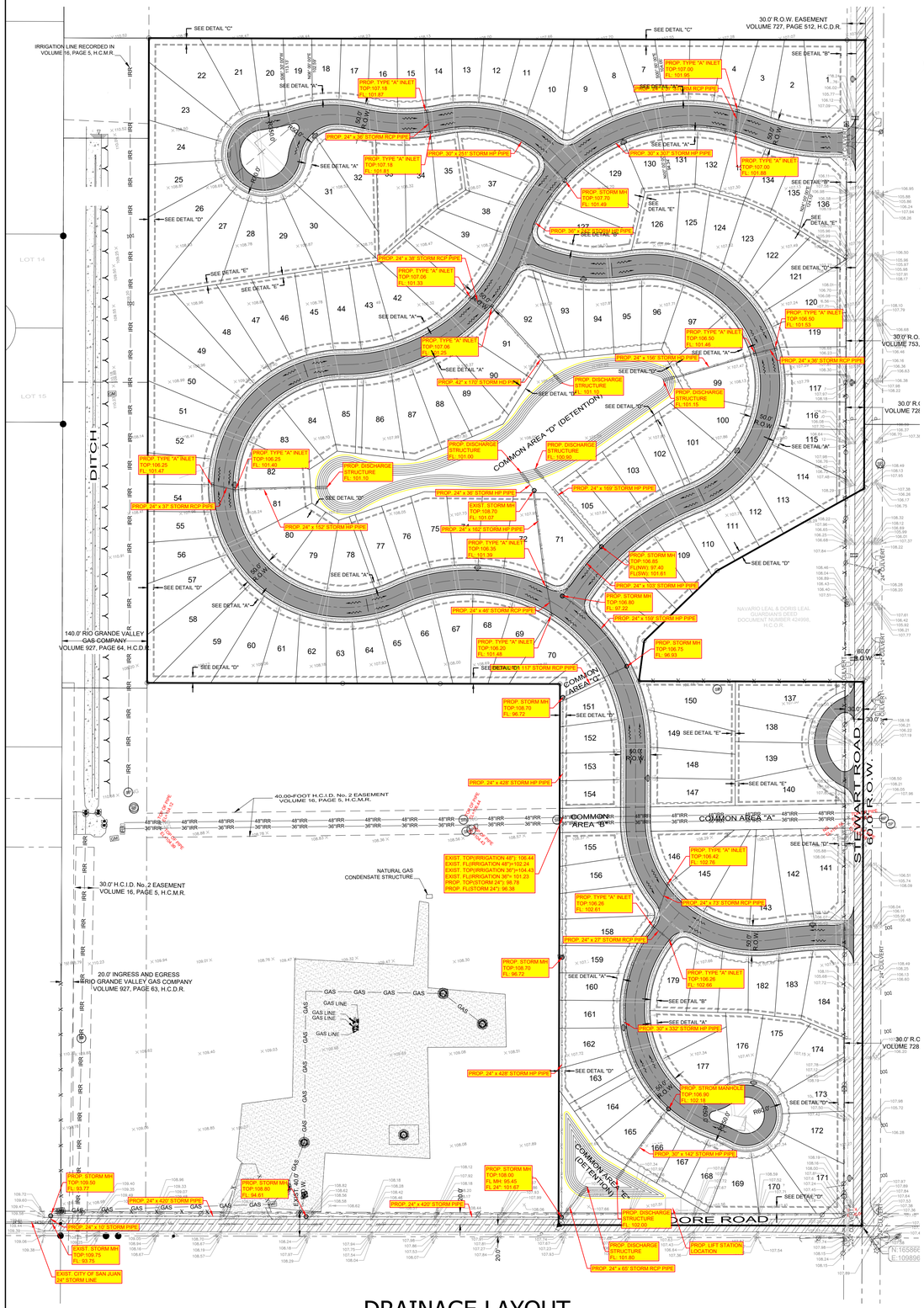
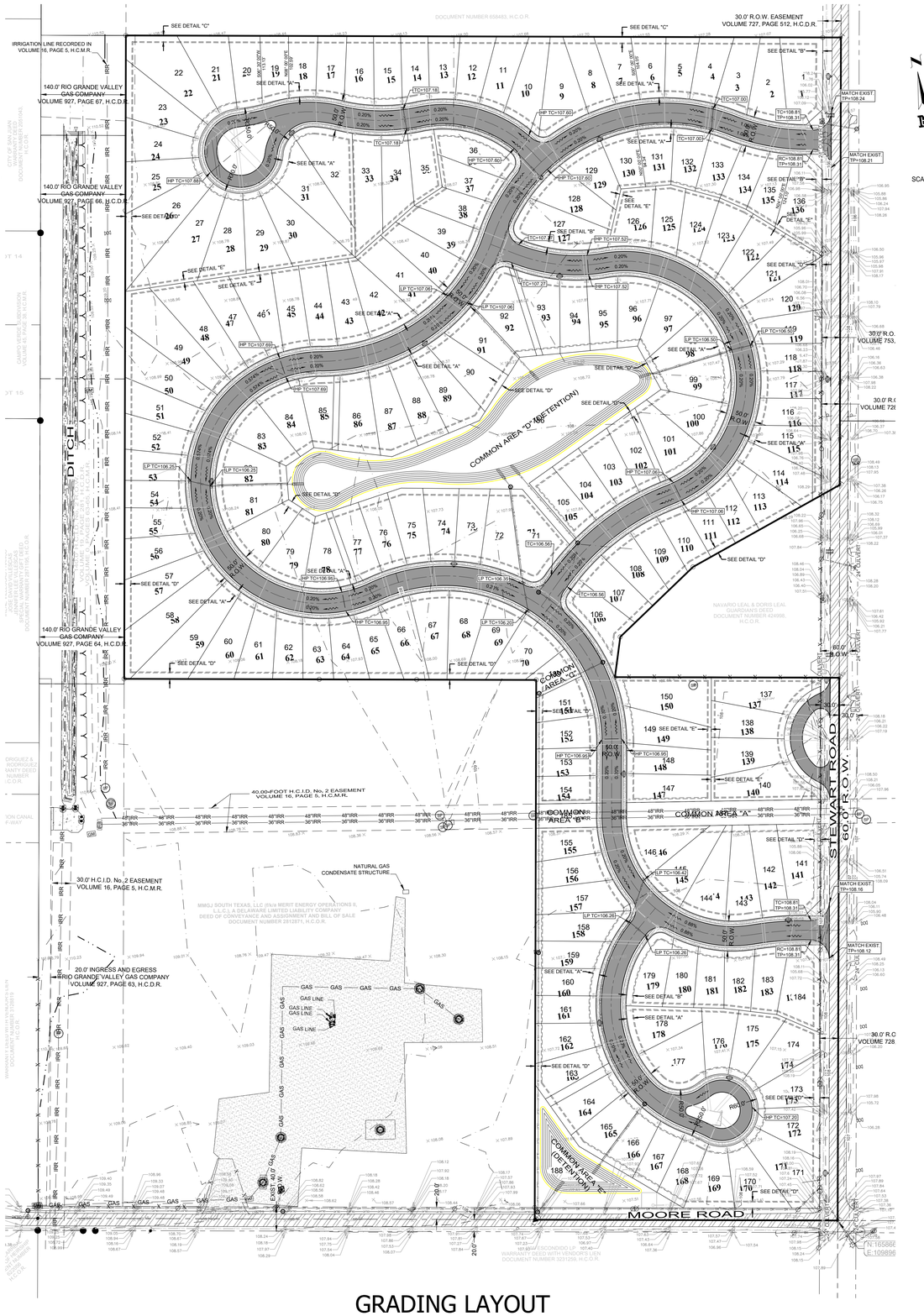
SHEET 1 OF 1



DRAINAGE LAYOUT



GRADING LAYOUT

SCALE:1"=100'

JOB No.
21155.01

BY	DATE	REVISION

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE 227 N. F.M. 3167
EDINBURG, TEXAS 78541 EL PASO, TEXAS 79936
PH: (956) 381-0981 PH: (956) 487-9256
FAX: (956) 381-1839 FAX: (956) 486-8591
TBPLS No. 10096500 ESP-PSELSURV-1947
www.meldenandhunt.com

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STEWART COVES
SUBDIVISION
SAN JUAN, TEXAS

DRAINAGE & GRADING LAYOUT

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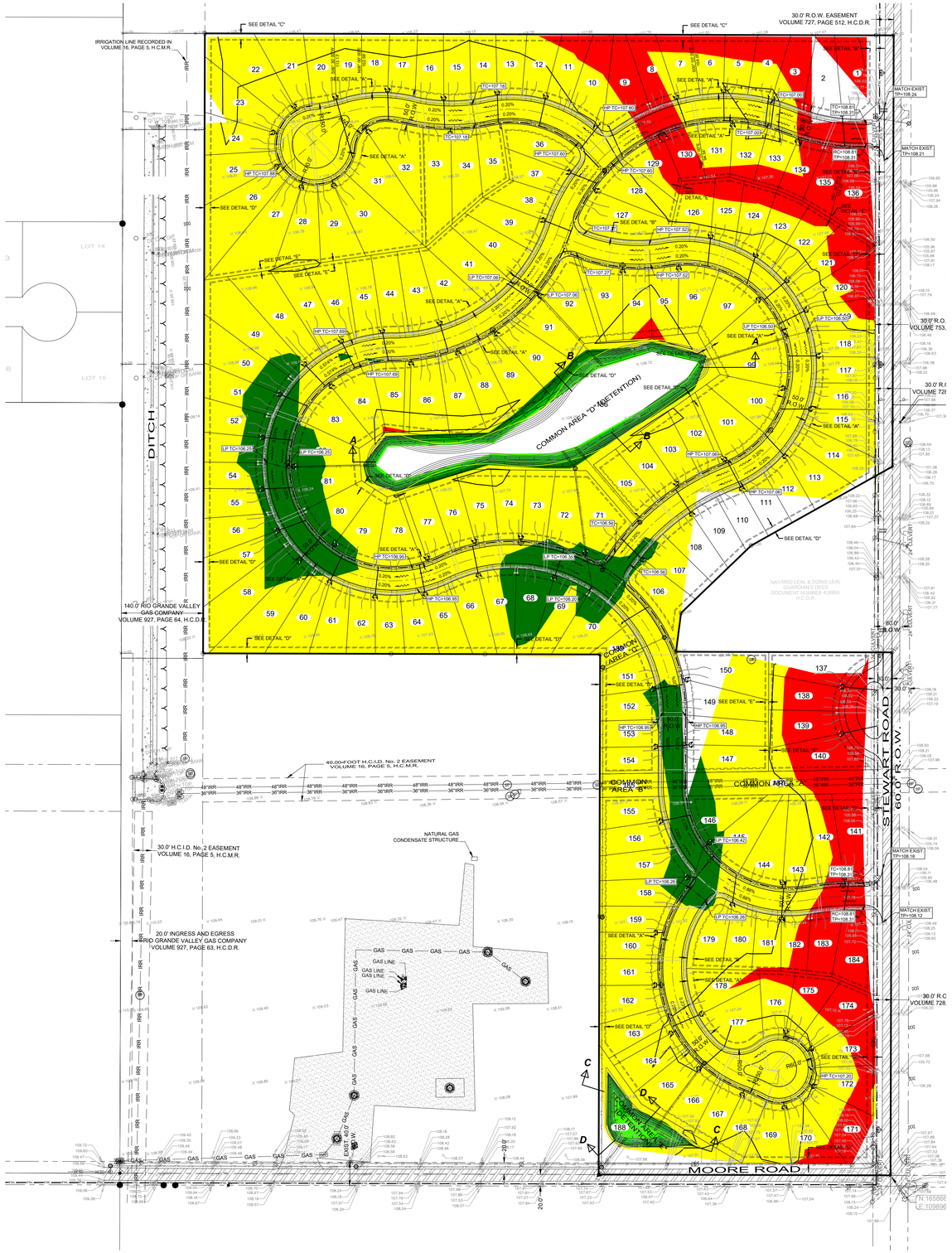
SHEET 1 OF 2



SCALE:1"=100'

Cut/Fill Report

Generated: 2022-08-31 17:56:07

By user: Cesar

Drawing: Y:\Land Development\Residential\San Juan\22134 - Rhodes Dev-Moore & Stewart Rd dev\Autocad files\Y:\Land Development\Residential\San Juan\22134 - Rhodes Dev-Moore & Stewart Rd dev\Autocad files\22613.08-OVERALL_recover000.dwg

Volume Summary

Name	Type	Cut Factor	Fill Factor	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Surface3	full	1.000	1.300	1524194.296	42058.95	8450.87*	33608.08*

Totals

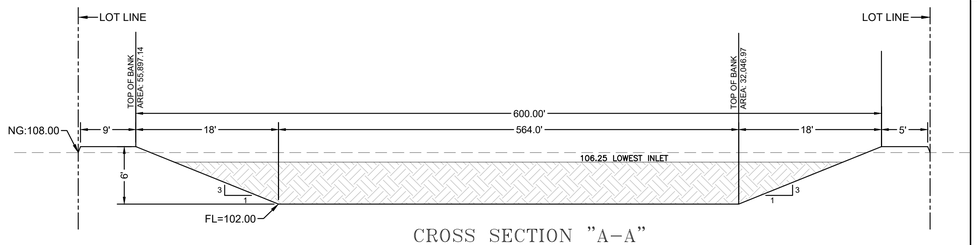
	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Total	1524194.296	42058.95	8450.87*	33608.08*

* Value adjusted by cut or fill factor other than 1.0

Range Details

Scale scheme to fit

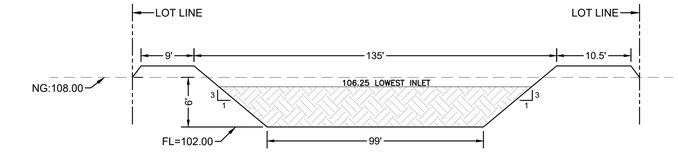
ID	Minimum Elevation	Maximum Elevation	Color Scheme
1	-6.79'	-5.23'	
2	-5.23'	-3.20'	
3	-3.20'	-1.40'	
4	-1.40'	0.40'	
5	0.40'	2.21'	



CROSS SECTION "A–A"

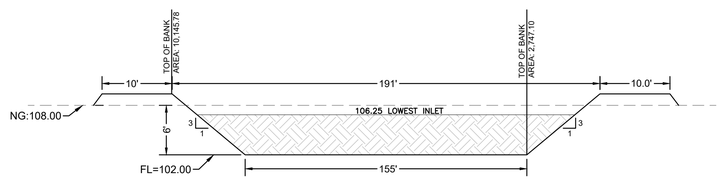
N.T.S.

(A1) 55,897.14 S.F. + (A2) 32,046.97= 87,944.11 S.F./2=43,972.05 x 6 FEET = 263,832 C.F. (EXCAVATION)
(A1) 45,045.73 S.F. + (A2) 32,046.97= 77,092.70 S.F./2=38,546.35 x 4.25 FEET = 163,822 C.F. (DETENTION)



CROSS SECTION "B–B"

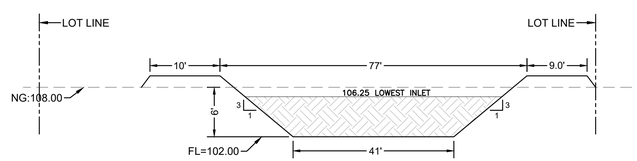
N.T.S.



CROSS SECTION "C–C"

N.T.S.

(A1) 10,145.78 S.F. + (A2) 2,747.10= 12,892.88 S.F./2=6,446.44 x 6 FEET = 38,679 C.F. (EXCAVATION)
(A1) 7,705.35 S.F. + (A2) 2,747.10 S.F.=10,452.45/2=5,226.23 x 4.25 FEET = 22,212 C.F. (DETENTION)



CROSS SECTION "D–D"

N.T.S.

DETENTION REQUIRED=	183,742 C.F.
DETENTION POND D=	163,822 C.F.
DETENTION POND E=	22,212 C.F.
DETENTION PROVIDED=	186,034 C.F.

JOB No. 21155.01

REVISION | DATE | BY

MELDEN & HUNT inc.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78541
PHONE: (956) 381-0981
FAX: (956) 381-1839
227 N. F.M. 3167
RIO GRANDE CITY, TX. 78582
PHONE: (956) 488-5505
FAX: (956) 488-8591
www.meldenandhunt.com
ESTABLISHED 1947
TBPLS Nos. 10096800

ENG. TECH: G.F.
PROJECT ENG: MARIO REYNA
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STEWART COVES
SUBDIVISION
SAN JUAN, TEXAS

DRAINAGE & GRADING LAYOUT

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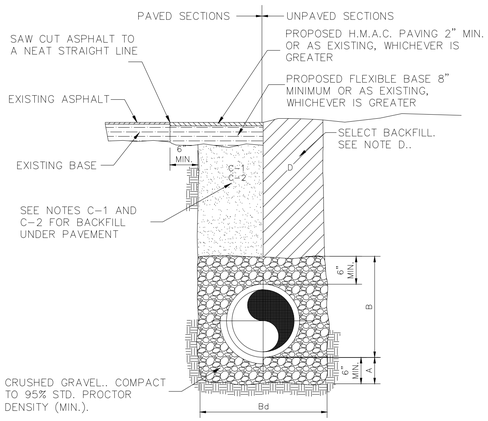
SHEET 2 OF 2



WATER & SANITARY SEWER PIPE BEDDING DETAIL

N.T.S.

GENERAL NOTES:

A. CRUSHED GRAVEL BEDDING PLACED, HAND LEVELED, AND COMPACTED BEFORE PIPE IS LAID, UP TO BOTTOM OF PIPE (MIN. THICKNESS= 6")(AS PER ASTM 2321)

B. CRUSHED GRAVEL BACKFILL PLACED AND COMPACTED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO 6" ABOVE THE TOP OF PIPE. WORK IN UNDER PIPE HAUNCHES AND COMPACT BY HAND TO SPRING LINE. USE VIBRATORY-TYPE COMPACTORS FOR LIFTS ABOVE THE SPRING LINE. MAXIMUM 6" LIFTS.

Bd. MINIMUM TRENCH WIDTH: PIPE O.D. + 16" (FOR 16" PIPE AND SMALLER) PIPE O.D. X 1.25 + 12" (FOR 18" PIPE AND LARGER)

C-1. (CITY STREETS, PARKING AREA, AND DRIVEWAYS) SELECT EXCAVATED BACKFILL MECHANICALLY COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 8" MAX.

C-2. (STATE MAINTAINED ROADWAY) SAND/CEMENT STABALIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED TO 95% STANDARD PROCTOR DENSITY.

D. EXCAVATED EARTH BACKFILL MECHANICALLY COMPACTED IN 12" MAX. LIFTS. MINIMUM STANDARD PROCTOR DENSITY: 90% OUTSIDE RIGHT OF WAY 95% INSIDE RIGHT OF WAY.

EMBEDMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM D 2321. EMBEDMENT MATERIAL SHALL BE CLASS IA (CRUSHED GRAVEL) WITH LESS THAN 50% PASSING A NO.4 SIEVE, MAXIMUM 3/4" SIZE FOR PIPE SIZE ≤ 15". GREATER THAN 90% OF CRUSHED GRAVEL SHALL HAVE AT LEAST THREE BROKEN FACES. NO MORE THAN 2% UNBROKEN FRACTION ALLOWED.

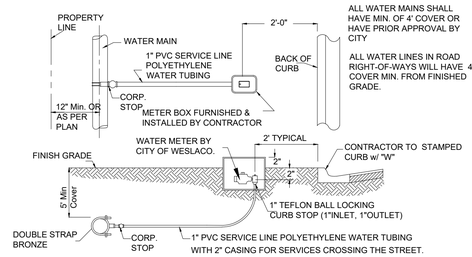
IN SATURATED OR UNSTABLE SOILS, EMBEDMENT SHALL BE CLASS 1B ONLY (SEE SPECIFICATIONS FOR GRADATION REQUIREMENTS).

WHERE THIS STANDARD CONFLICTS WITH THE RECOMMENDATION OF ANY GEOTECHNICAL REPORT, OBTAIN WRITTEN CLARIFICATION FROM THE UTILITY ENGINEER PRIOR TO CONSTRUCTION.

FOUNDATION PREPARATION USING COBBLES, GRAVEL, CEMENT STABILIZATION, OR OTHER METHODS AS APPROVED BY THE ENGINEER SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

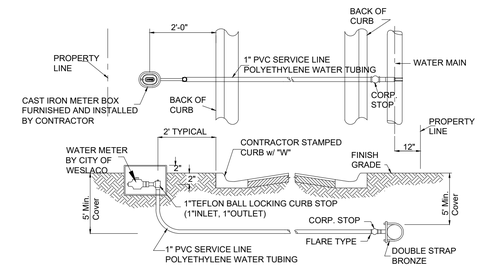
OBTAIN WRITTEN APPROVAL BY ENGINEER FOR ANY EXCEPTIONS OR ALTERNATE METHODS PRIOR TO CONSTRUCTION.

BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. IN 6"MAXIMUM LIFTS. STRUCTURE BACKFILL MATERIAL SHALL BE SAND.



TYPICAL SINGLE WATER SERVICE CONNECTION

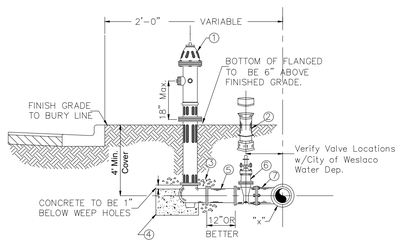
(NEAR SIDE)



TYPICAL SINGLE WATER SERVICE CONNECTION

(FAR SIDE)

NOTE:
ALL FITTINGS ON WATER SERVICES 1" & BELOW TO BE FLARE TYPE.



NOTE:

1.) OIL SHALL BE PLACED IN HYDRANT AT THE TIME OF INSTALLATION.
2.) PUMPER NOZZLE SHALL FACE ROADWAY. (5 1/2" N.S.T.)
3.) IN CERTAIN INSTANCES, WHERE DISTANCES PERMITS, A PARALLEL TEE OR UNION-TITE 90° ELBOW W/RESTRAINING LUGS MAY BE USED IN LEIU OF A STANDARD TEE. FINAL APPROVAL BY CITY.
4.) IF AMERICAN DARLING IS USED MODEL B-84-B W/EPOXY COAT VALVE PLATE AND INTERIOR SHOE.
5.) TAPPING SLEEVES TO HAVE STAINLESS STEEL BOLTS AND NUTS.
6.) ALL VALVES,FITTINGS & HYDRANTS & ACCESSORIES TO BE GREASED & WRAPPED IN PLASTIC.
7.) ALL VALVES, FITTINGS AND ACCESSORIES, VALVE BOXES, METER BOXES AND COVERS WILL BE OF DOMESTIC ORIGIN AND APPROVED BY CITY OF SAN JUAN WATER DEPARTMENT
8.)FIRE HYDRANT SHALL BE PAINTED YELLOW AS PER CITY OF SAN JUAN

FIRE HYDRANT INSTALLATION CONSITS OF FIRE HYDRANT, VALVE AND VALVE BOX

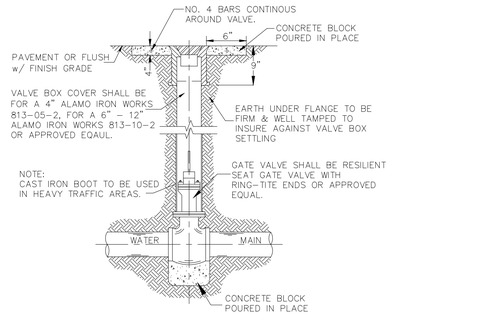
FIRE HYDRANT UNIT SHALL INCLUDE:

1.) 1- FIRE HYDRANT w/ (5 1/4" PUMPER NOZZLE)
2.) 1-VALVE BOX
3.) 3 CU. FT. GRAVEL
4.) 3 CU. FT. CONCRETE 1" BELOW HYDRANT WEEP HOLES)
5.) 1' OR BETTER PVC SPOOLS
6.) 1-6" RESILIENT SEAT GATE VALVE (FLANGED X M.J. OR P.O.)
7.) 1-X"x6" CAST IRON TEE x" WATER MAIN DIA. (FLANGED X M.J. OR P.O.)

STANDARD FIRE HYDRANT INSTALLATION

MUELLER (SUPER CENTURION 250 A-423)(YELLOW)

N.T.S.



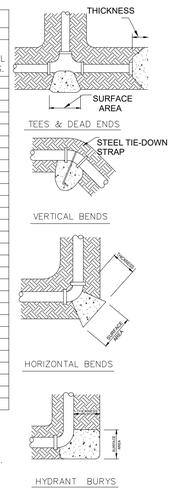
TYPICAL VALVE AND VALVE BOX INSTALLATION ON MAIN LINE

N.T.S.
Mueller (A-2360 series) or American Darling (series 500) Only

THRUS BLOCK SIZE			
HORIZONTAL BENDS			
DIAMETER OF PIPE IN INCHES	SURFACE AREA SQ. FT.	THICKNESS IN INCHES	WEIGHT AT VERTICAL BENDS-LBS.
22-1/2° BENDS			
6 OR LESS	2	8	1,700
8	3	12	3,000
10	3.5	12	4,500
12	4	14	6,600
14	5	18	9,000
16	6	18	11,800
45° BEND			
6 OR LESS	4	12	3,200
8	5	14	5,800
10	6	18	9,000
12	7	18	13,000
14	8	24	17,000
16	11.5	24	23,200
90° BEND			
6 OR LESS	6	12	6,000
8	8	15	10,700
10	10	18	16,700
12	12	18	24,000
14	18	24	32,600
16	21	24	42,700
TEES & DEAD ENDS			
6 OR LESS	3	12	--
8	4	15	--
10	6	18	--
12	8.5	18	--
14	11.5	24	--
16	15	24	--

NOTE:
ALL VALUES SHOWN ARE MIN. FOR A HYDROSTATIC PRESSURE OF 150 P.S.I. AND A SOIL RESISTANCE OF 2,000 LBS. PER SQ./FT. WITH PIPELINE HAVING A MIN. OF 3 FT. OF COVER WITH CURB & GUTTER AND A 5 FT. MIN. WITHOUT CURB & GUTTER

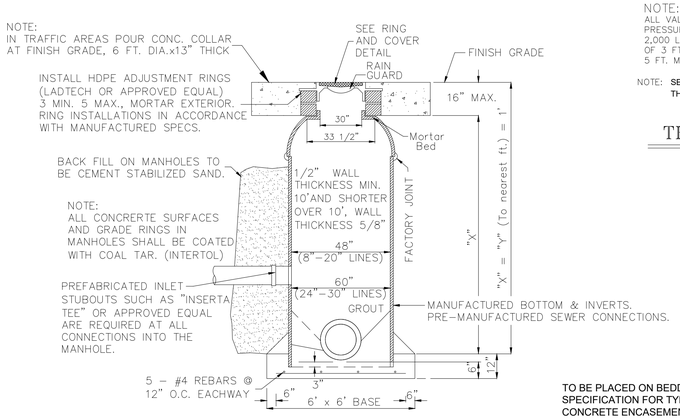
NOTE: SEE THRUST BLOCK SIZE CHART FOR PROPER THICKNESS AND SURFACE AREAS



THRUST BLOCKS DETAILS

N.T.S.

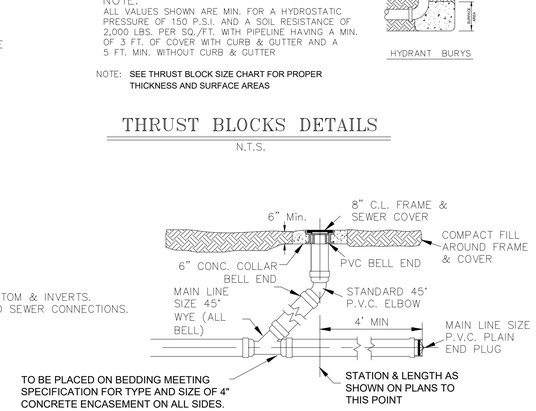
NOTE:
SOLVENT WELDED SLIP ON JOINTS MAY BE USED ON VERTICAL RISING SECTION OF PIPE WITH A MINIMUM OF 4" CONCRETE ENCASEMENT ON ALL SIDES.



TYPICAL FIBERGLASS MANHOLE

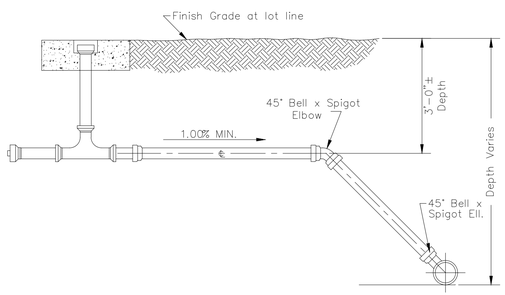
N.T.S.

NOTE: ALL PIPE CONNECTION TO M.H. SHALL USE INSERTA-TEE



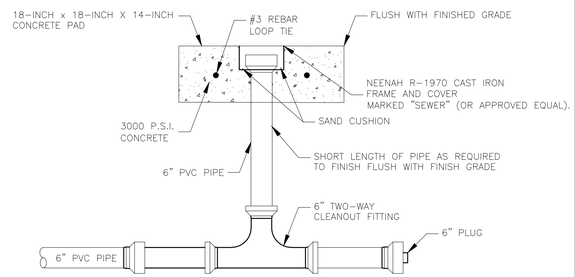
TYPICAL SANITARY SEWER CLEANOUT

N.T.S.



TYPICAL DEEP SERVICE CONNECTION

N.T.S.



TWO-WAY SANITARY SEWER SERVICE CONNECTION

N.T.S.

JOB No. 21155.01

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE, EDINBURG, TEXAS 78541
PH: (956) 381-0981 FAX: (956) 381-1839
227 N. F.M. 3167, PHARR, TEXAS 78577
PH: (956) 487-8256 FAX: (956) 488-8591
www.meldenandhunt.com
TBPELS No. 10096000
EST. 1945 ESTABLISHED 1947

BY	DATE	REVISION

ENG. TECH: G.F.
PROJECT ENG: MARIO REYNA
T-BOOK: 1014, PG. 66
1. RELEASE DATE:
2. RELEASE DATE:
3. RELEASE DATE:
SCALE: HOR: 1" = 50' VER: 1" = 5'

STEWART COVES SUBDIVISION SAN JUAN, TEXAS

WATER & SEWER DETAILS

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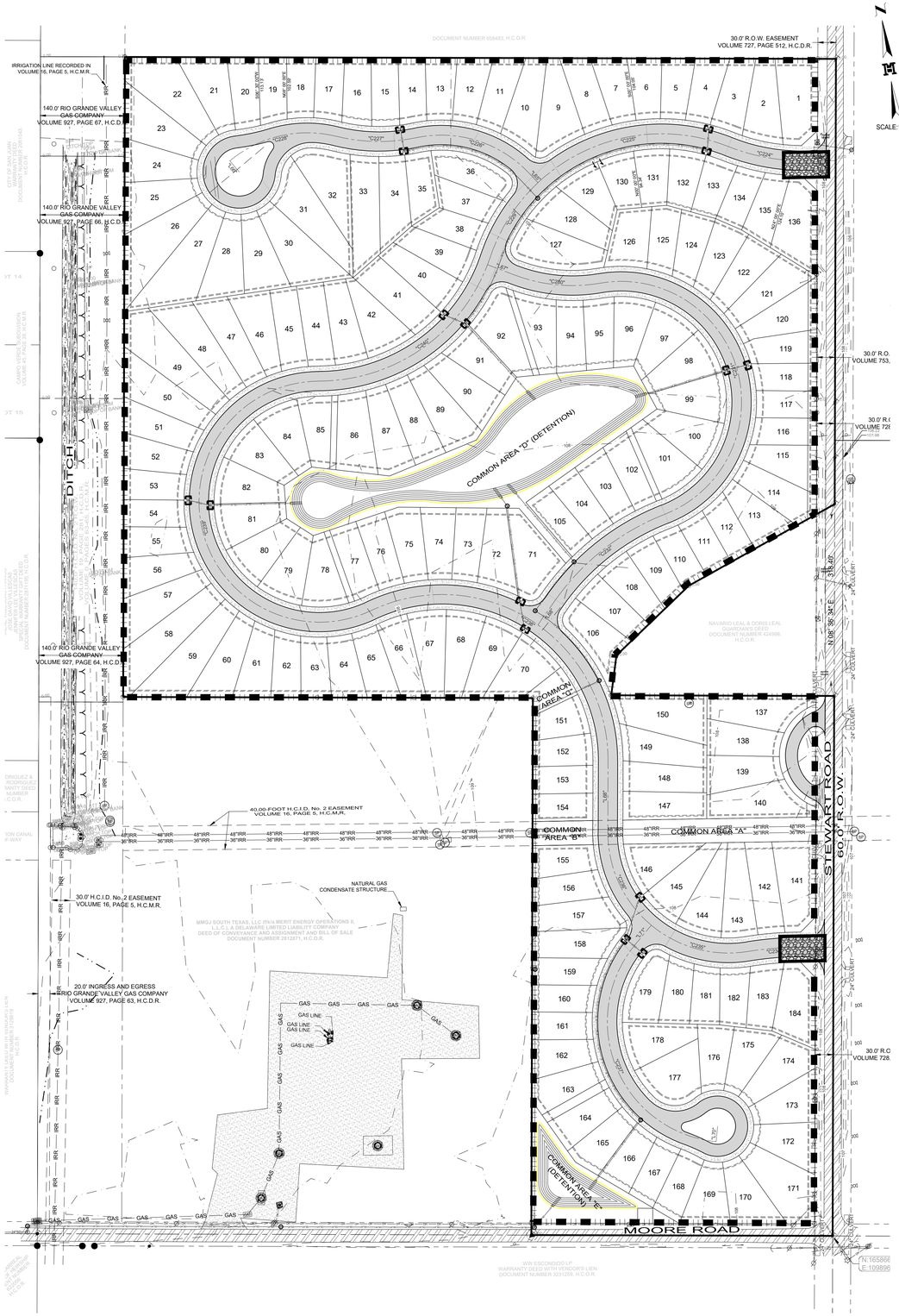
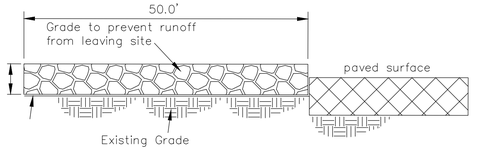
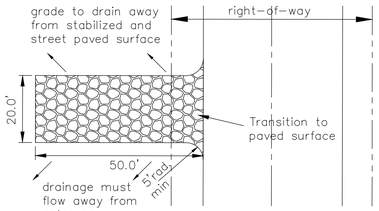
File Name: 21155.01

SHEET 1 OF 1





Profile View



Plan View

LEGEND

- SEDIMENT CONTROL FENCE
- CONSTRUCTION ENTRANCE
- SOCK FOR INLET

GENERAL NOTES :

1. The guidelines shown hereon are suggestions only and may be modified by the engineer.
2. Hay bales shall be a minimum of 30" in length and weigh a minimum of 50 lbs.
3. Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed entirely of vegetable matter.
4. Hay bales shall be embedded in the soil a minimum of 4" and where possible 1/2 the height of the bale.
5. Hay bales shall be place in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground.
6. Hay bales shall be securely anchored in place with 3/8" dia. rebar or 2"x2" wood stakes driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together.

2 / C5 STABILIZED CONSTRUCTION ENTRANCE

SCALE: NOT TO SCALE

Notes :

1. Contruction entrance(s) shall be locted at the time of pre-contruction meeting.
2. Stone shall be 4 to 8 inch diameter crushed rock or acceptable crushed Portland Cement Concrete.
3. When necessary, vehicles shall be cleaned to remove sediment prior to entrance onto a public roadway. When washing is required, it shall be done on a area stabilized with crushed stone with drainage flowing away form both the street and the stabilized entrance. All sediment shall be prevented from entering any storm drain, ditch or watercourse using approved methods.
4. The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto paved surfaces. This may require periodic top dressing with additional stone as conditions demand. All sediment spilled, dropped, washed or tracked onto paved surfaces, must be removed immediately.
5. The entrance must be properly graded or incorporate a drainage swale to prevent runoff from leaving the construction site.

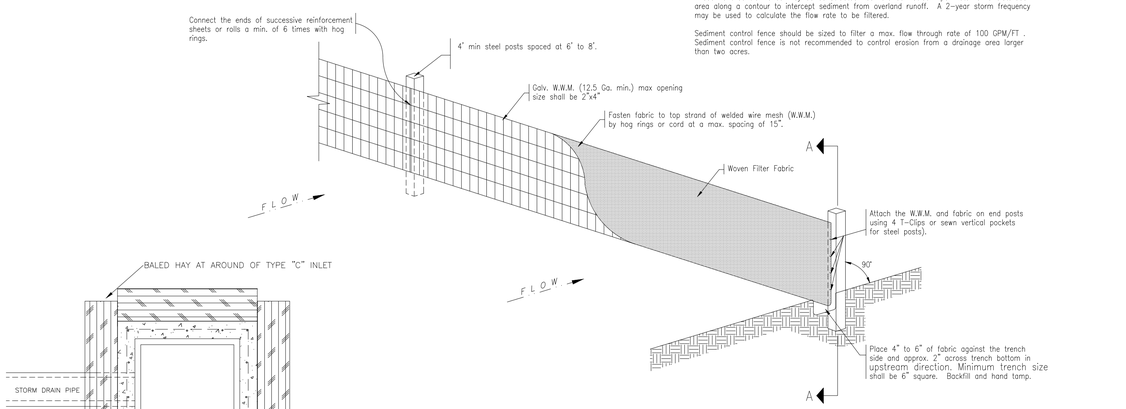
GENERAL NOTES :

1. The guidelines shown hereon are suggestions only and may be modified by the engineer.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

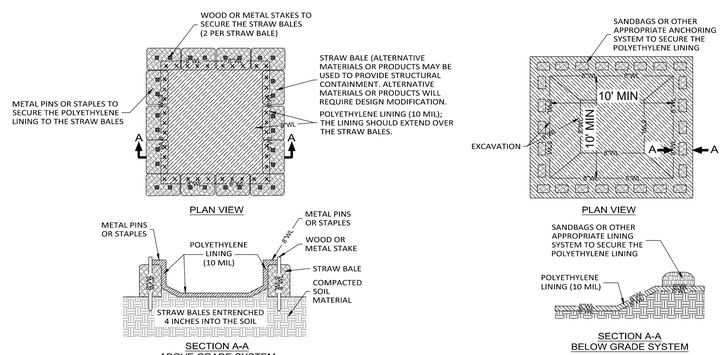
A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2-year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a max. flow through rate of 100 GPM/FT . Sediment control fence is not recommended to control erosion from a drainage area larger than two acres.



TYPE "C" INLET

TEMPORARY SEDIMENT CONTROL FENCE



CONCRETE WASH OUT

JOB No. 21155.01

REVISION | DATE | BY

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EDINBURG, TX. 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX. 78582
PH: (956) 487-5256
FAX: (956) 487-8865
www.meldenandhunt.com
TBPE/S No. 10098800

ENG. TECH: G.F.
PROJECT ENG. MARIO REYNA
T-BOOK: 1014 PG. 68
1. RELEASE DATE:
2. RELEASE DATE:
3. RELEASE DATE:
SCALE: HOR: 1" = 50' VER: 1" = 5'

STEWART COVES
SUBDIVISION
SAN JUAN, TEXAS

STORM WATER POLLUTION PREVENTION PLANS SW3P

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File Name: 21155.01

SHEET 1 OF 1

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Discussion and Action, if any, in Accepting the City of San Juan Annual Comprehensive Financial Report for the Fiscal Year Ending September 30, 2022. [Leroy Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

Consideration and Approval of the Annual Comprehensive Financial Report for the Cityof San Juan, Texas for Fiscal Year Ending September 30, 2022.

RECOMMENDATION:

Approve as discussed

PREPARED BY:
Leroy Gonzales,
Director of Finance

APPROVED BY:
Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Discussion and Consideration to Award RFB NO. 23-009-02-16 City of San Juan Magnetic FlowMeter Improvements Project to the Most Responsible Bidder. [Lori Maldonado, Purchasing Agent]

STAFF COMMENTS AND RECOMMENDATIONS:

On January 25, 2023 and February 1, 2023, Staff Advertised in The Advance Newspaper to Solicit Bid Proposals for RFB NO. 23-009-02-16 City of San Juan Magnetic FlowMeter Improvements Project. A Pre-Bid Conference was held on February 1, 2023 and a Bid Opening on February 16, 2023. The following bids were received:

RGV INDUSTRIAL MACHINE SHOP & PUMPS, LLC
MUNICIPAL SERVICES, LLC
REYA CONSTRUCTION

RECOMMENDATION:

TRIMAD Consultants recommends RGV Industrial Machine Shop & Pumps, LLC to be deemed as the lowest bidder in the amount of $94,324.00 and award the project fro the base bid as its entire and recommends alternative #1 base bid to not be considered.

PREPARED BY:
Lori Maldonado,
Purchasing Agent

APPROVED BY:
Benjamin Arjona, City
Manager

CITY OF SAN JUAN
MAGNETIC FLOWMETER IMPROVEMENTS PROJECT

BID NO:
23-009-02-16

PLACE:
City of San Juan Memorial Library 1010 S. Standard St, San Juan, TX 78589

PROJECT ENGINEER:
Ricardo Salazar, P.E.

DATE AND TIME:
Tuesday February 21, 2023 3:00 P.M.

BID TABULATION SHEET

NO.	BIDDER	BID BOND	ADDENDUM #1	ADDENDUM #2	ADDENDUM #3	BID ITEM TOTAL	RANK
1)	RGV Industrial Machine Shop & Pumps	✓	✓	✓	✓	94,324.00 / Alternative 11,000.00	1
2)	Municipal Services LLC	✓	✓	✓	✓	95,000.00 / Alternative 20,000.00	2
3)	Reya Construction	✓	✓	✓	✓	151,580.00 / Alternative 20,000.00	3
4)							
5)							
6)							
7)							
8)							
9)							
10)							

SECTION 00180
BIDDER'S QUALIFICATIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 DEFINITIONS

A. Refer to Section 0700

1.03 BIDDER'S EXPERIENCE

A. Bidder shall have experience, human resources, and access to the equipment necessary for performing the project work. In addition, it is required that a minimum of 60% of the project be completed by the bidders' own workforce.

B. Bidder shall have performed substantially the same type of work as is required in the project in its prior work experience.

C. The successful bidder shall appoint a "competent person" of the company to be full time supervisor or superintendent at the site. The competent person must be available at all times during the pendency of the project and must be available during "off-hours".

1.04 STATEMENT OF QUALIFICATIONS AND OWNER'S REVIEW

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

1.05 STATEMENT OF QUALIFICATIONS FORM

Date: February 16th, 2023.

Proposal of RGV Industrial Machine Shop & Pumps, LLC (hereinafter called "Bidder") a Limited Liability Company (Corporation, Partnership, LLC, LLP, etc.) organized and existing under the laws of the State of Texas.

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

Gentlemen:

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

1.06 STATEMENT OF QUALIFICATIONS:

A. Years of experience in similar type of projects

B. Work on similar type projects: Provide a minimum of four (4) similar type projects with the following information: Project Name, Location, Type or Description of Work, Construction Cost, Reference Name and Phone Number

C. Name of full-time superintendent and experience resume

D. Number of employees of the bidder that will be working on the project

E. Names of Subcontractors: Provide names of subcontractors for this project with the following information: Name, Location and Experience.
The subcontractors shall have a minimum of three (3) years of experience.

F. Provide information of available equipment

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

STATEMENT OF BIDDER'S QUALIFICATIONS

Date: 02/21/2023

Bidder (Legal Name of Firm): Rio Grande Valley Industrial Machine Shop and Pumps, LLC

Date Organized: 2001

Address : 200 E. Hwy 107 (PO Box 39)

: Elsa, TX 78543

Date Incorporated 2013

Federal ID Number: 46-1726889

Number of Years in contracting business under present name 10 years

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount $	Completion Date
Spencer Rd. PUB - Houston, TX	464,200.00	March 2023
WWTP Clarifier Repairs - Refugio, TX	377,500.00	August 2023
WTP2 Filter Remediation - Sharyland WSC	187,200.00	April 2023

Type of work performed by your company: Utilities, repair, rehab, maintenance

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):
6

Have you ever failed to complete any work awarded to you? ☐ Yes ☒ No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☒ No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☒ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount $	Mo/Yr Completed
City of Lyford Improvements to Lift Station No. 7	178,540.00	November 2022
Military Hwy Water Tank Replacement	625,000.00	November 2022
City of Natalia Clarifier Repair	189,000.00	September 2022

Major equipment available for this contract: Mechanic truck, service truck, backhoe, mini excavator, skid steer, power tools.

Are you in compliance with all applicable EEO requirements? ☑ Yes ☐ No
(If no, please attach summary of details on a separate sheet.))

Bank References

Address: Bank of America 1600 W University Dr. Contact Name: Olga Desir

City & State: Edinburg, TX Zip: 78539 Phone Number: (956) 380-8600

Credit available: $ 50,000.00

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☒ No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 21 day of February, 20 23.

Signature

Gerardo Trevino
Printed Name and Title

RGV Industrial Machine Shop & Pumps, LLC
Company Name

GERARDO **TREVINO**

2815 Janeth Dr. Edinburg TX 78541 · (956)536-5985

EXPERIENCE

2013 – CURRENT
OWNER, RGV INDUSTRIAL MACHINE SHOP & PUMPS, LLC.
Head of quality, machinist, chief engineer, customer care manager.

AUGUST 2000 – 2013
CO-OWNER, INDUSTRIAL MACHINE SHOP & PUMPS
Head of quality, machinist, customer care manager.

1984 – 2000
INDUSTRIAL MACHINIST, MCALLEN ARMATURE WORKS
Machinist, industrial welder, industrial mechanic.

1979 – 1984
INDUSTRIAL WELDER, REYNOLD'S WELDING & FABRICATION
Industrial welder, industrial mechanic.

EDUCATION

DECEMBER 2002
MACHINE SHOP I, SOUTH TEXAS COMMUNITY COLLEGE
Completed 112 hours of organized instruction

MAY 1979
GRADUATED FROM HIGH SCHOOL, EDINBURG SOUTH HIGH SCHOOL
Edinburg South High School diploma.

1977-1978
METAL TRADES & MACHINE SHOP, EDINBURG SOUTH HIGH SCHOOL
Two years course of welding, metal trade & machine shop work.

SKILLS

- Industrial welding
- Machinist
- Bilingual
- Plumbing
- General construction
- Industrial mechanic

- Demolition experience
- Operation of heavy equipment
- Electrician
- Industrial Sand blasting
- Milling machine operator

GERARDO TREVINO JR.

1305 E. Kuhn, Edinburg TX 78541 · (956) 207-7060
gerardo369369@hotmail.com

EXPERIENCE

2013 – CURRENT

OPERATION MANAGER, RGV INDUSTRIAL MACHINE SHOP & PUMPS, LLC.

Operation manager, welding & fabrication, customer care. Industrial mechanic for pumps, gear boxes, aerators. Operator of bobcats backhoe.

AUGUST 2005 – 2013

GENERAL EMPLOYEE, INDUSTRIAL MACHINE SHOP & PUMPS, LLC.

Machinist's assistant, welder's assistant, welding & fabrication. Industrial mechanic for pumps, gear boxes, aerator

EDUCATION

2012

NCCER INDUSTRIAL WELDING, SOUTH TEXAS VO-TECH INSTITUTE

Certificate of 1-year program.

2005-2007

ENGINEER BASICS, SOUTH TEXAS COMMUNITY COLLAGE

60 hours

MAY 2005

GRADUATED FROM HIGH SCHOOL, EDINBURG NORTH HIGH SCHOOL

Edinburg North High School diploma.

SKILLS

- Welding
- Lathe operator
- Dynamic Balancing
- Industrial mechanic
- Demolition experience
- Bilingual
- Industrial Sand blasting
- Milling machine operator
- Construction
- Operation of heavy equipment
- Electrician

HOMERO A GONZALEZ

2017 Nightingale ave Mcallen TX. 78504 · (956)627 9649
Ghomero154@gmail.com

EXPIRIENCE

DECEMBER 2018-2019
SUEPER HEAT.

TECH 3 and supervisor of welding raps for pre heating post weld and bake out.

JUNE 2020 - CURRENT
RGV INDUSTRIAL MACHIN SHOP & PUMPS, LCC

Project Supervisor, Welder, Industrial Mechanic for pumps, Operator of bobcats backhoe.

EDUCATION

2012-2014
MCALLEN HIGH SCHOOL.
Mcallen high school diploma
2015

MCALLEN CAREERS INSTITUDE
Certificate of 6 -months program

SKILLS

- INDUSTRIAL MECHANIC
- WELDING
- INDUSTRIAL SAND BLASTING
- CONSTRUCTION
- ELECTRICIAN
- SUPERVISOR
- OPERATION OF HEAVY EQUIPMENT

MIGUEL **JIMENEZ**

Pecador 6112, Edinburg, TX 78541 · (956) 318-3507

EXPERIENCE

2009 – CURRENT

ASSISTANT OPERATION MANAGER, RGV INDUSTRIAL MACHINE SHOP & PUMPS LLC.

Industrial mechanic for pumps, gear boxes, aerators, electric motors. Operator of bobcats backhoe.

2000 – 2009

GENERAL EMPLOYEE, CACTUS IRON WORKS

Rehab oil field towers. Pipelines connections. Excavating for pipelines, backhoe operator.

EDUCATION

1981

DIPLOMA, MEXICO

Graduated from high school in Mexico

SKILLS

- Industrial mechanic
- Industrial Sand blasting
- Operator of heavy equipment
- Demolition experience
- General construction
- Industrial painter
- Welding

BID BOND

THE MAIN STREET AMERICA GROUP

CONTRACTOR: *(Name, legal status and address)*
RGV Industrial Machine Shop & Pumps LLC
200 E. Hwy 107
Elsa, TX 78543

SURETY: *(Name, legal status and principal place of business)*
NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*
City of San Juan
709 S. NEBRASKA AVENUE
SAN JUAN, TEXAS 78589-2649

BOND AMOUNT: 5% Greatest Amount Bid

PROJECT: *(Name, location or address, and Project number, if any)*
MAGNETIC FLOWMETER IMPROVEMENTS PROJECT – R F B N O . 2 3 - 0 0 9 - 0 2 - 1 6

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 16th day of February, 2023.

RGV Industrial Machine Shop & Pumps LLC

(Witness)

(Principal) *(Seal)*

Gerardo Trevino, President

(Title)

NGM Insurance Company

(Witness)

(Surety) *(Seal)*

Andy Alvarez

(Title) Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East,Suite 3400, Jacksonville, FL 32256 904-739-0873. The language in this document conforms exactly to the language used in AIA Document A310,

68-9008 03/2015

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03111982

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

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

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

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

1. **No one bond to exceed Twenty Million Dollars ($20,000,000.00)**

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

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

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

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

NGM INSURANCE COMPANY By: Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Florida,
County of Duval.

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

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

Lisa K. Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 926597
Expires 12/17/2023

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 16th day of February, 2023.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

HEAT SENSITIVE SHIELD • FADES WITH HEAT OR TOUCH •

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

CITY OF SAN JUAN
SANITARY SEWER IMPROVMENTS PROJECT
RFB NO. 23-009-02-16

ADDENDUM NO. 1

Addendum Date: February 15, 2023

Notice to Bidders:

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

Revision To The RFB: Specifications

1. Section 00300: Remove and Replace Entire Section.

Revision To The RFB: Plans

1. Added Item 13 - 6" Crushed Rock to Summary of Items to plan sheet 3 of 6.
2. Added Item 14 – Backfill to Summary of Items to plan sheet 6 of 6.
3. Revised Item 4 – Replaced 16" Mueller Butterfly Valve to 16" Mueller Gate Valve.
4. Revised Item 6 – Replaced 16" Mueller Butterfly Valve to 16" Mueller Gate Valve.
5. Added Vault Bedding Notes to plan sheet 6 of 6.

Questions:

1. Are the pipe spools inside the vault required? It appears that the 2 ductile iron spools, the 2 gate valves, and mag meter will not fit inside the vault.
Gate valves must be inside. Spools and reducers may be outside the vault.

2. Is a dismantling coupling required? it will be helpful in removing the mag meter later for servicing.
Dismantling coupling is not required.

p

Acknowledgement by Respondent:

Respondents shall acknowledge receipt of this Addendum No. 1. Submit Completed Addendum with Statement of Bid. Failure to acknowledge receipt of this addendum may render your bid "Incomplete".

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

Signature of Respondent

02/16/2023
Date

END OF ADDENDUM

SECTION 00300
BID PROPOSAL FORM

CITY OF SAN JUAN
MAGNETIC FLOWMETER IMPROVEMENTS PROJECT
PROJECT NO. 23-009-02-16

BID OPENING: February 16, 2023, AT 3:00 P.M.

TO: OWNER (CITY OF SAN JUAN)

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

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

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

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

Bidders are advised that Formal Sealed Bids are to be submitted at the Purchasing Department of San Juan City Hall. As previously instructed via Invitation, Notice to Bidders, Instructions to Bidders, and at the Pre-Bid conference, Bidders can go online to the City of San Juan web site address: www.sjtx.us to download any and all related project documents, or may obtain copies of same by contacting the office of Lori Maldonado, Purchasing Agent. Located at 709 S. Nebraska Ave., San Juan, TX 78589 or by calling (956) 223-2200 or by e-mailing your request to lmaldonado@sjtx.us. Kindly submit your **Bid** submittal at the Purchasing Department of San Juan City Hall on or before the Bid Opening date & time.

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

BID PROPOSAL

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

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

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

TABLE 1 BID ITEM :

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
1	17302	16-IN Magnetic Flow Meter System - Sensor Design: Revision D, Transmitter Class: Revision 4 Electronics, Transmitter Mount: Remote Wall Mount, Transmitter Power: DC Power Supply (12V to 42VDC), Transmitter Outputs: 4-20mA; Digital HART; Scalable Pulse, Conduit entries: 1/2-14 NPT, Sensor Style: Flanged, Lining material: Polyurethane, Electrode material: 316L stainless steel, Electrode Type: 2 Measurement electrodes-bulletnose, Flange type and material: Slip-On, raised-face, carbon steel, Flange Rating: ASME B16.5, Class 150, Display Option: Local Operator Interface, Optional Ground rings: 316L Stainless Steel (QTY 2), Submergence protection: Potted junction box with 50 feet of combo cable/cable gland, Quality Certificate: Calibration Certificate per ISO 10474 3.1B/EN 10204 3.1	EA	1		
2	48140	Solar System - 12V Solar Array System, Solar Cabling, 2X side of pole mount, aluminum battery/electronics enclosure, 220AH battery bank, battery cabling, solar inverter, DIN rail assembly with fuse protection, internal wiring, wiring duct, factory assembly, QC testing	EA	1		

3	-	Submersible Sump Pump - 1/3HP, 120V, 5.8A, Cord Length 10-ft, Cord Size 18/3 SJTOW, with Auto Mechanical Float	EA	1		
4	-	Bypass System - Retrofit 20 LF-15" SDR-51 80 PSI PVC Pipe, 2-16" Tee Connections, 2-16" 90° Elbow Fittings, , 1-16" Mueller Butterfly Valve	LS	1		
5	03001	6'x4'x6' Pre-Cast Concrete Vault with Access Hatch and Steps (Complete in Place)	EA	1		
6	-	Installation of Pipe Assembly - Retrofit 16 LF 15" SDR-51 80 PSI PVC Pipe Assembly, 2-16" Mueller Butterfly Valve, Spool Piece Flange, Adjustable Pipe Support	LS	1		
7	02221	Removal of RCP, Removal of 16 L.F. PVC pipe, Removal of Existing Meter	LS	1		
8	01578	Dewatering	LS	1		
9	-	Water Tight Plugs	EA	2		
10	01561	Trench Excavation Safety Protection (4' to 8')	LS	1		
11	-	Temporary Sediment Control Fence	LF	90		
12	01575	Stabilized Construction Exit (Type I)	SY	78		
13	-	6" Crushed Rock	SY	4		
14	-	Backfill	CY	8		

BID ITEMS (1 - 12) – BASE BID: $_____

(IN FIGURES)

TABLE 2 ALTERNATIVE 1 :

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
1	03001	6'x4'x6' Cast-In- Place 4,000 PSI Concrete with Access Hatch and Steps	EA	1		

BID ITEMS (1) – ALTERNATIVE 1 BID: $_____

(IN FIGURES)

SUMMARY BID TABULATION

TABLE 1 - BID ITEM

Description	Bid Amount
BID ITEM	
TOTAL LUMP SUM BID ITEM:	

TOTAL AMOUNT OF BID (ITEMS 1-12) $_____

TOTAL AMOUNT OF BID (ITEMS 1-12 WRITTEN) $_____

TABLE 2 - ALTERNATIVE 1

Description	Bid Amount
BID ITEM	
TOTAL LUMP SUM BID ITEM:	

TOTAL AMOUNT OF BID (ITEM 1) $_____

TOTAL AMOUNT OF BID (ITEMS 1 WRITTEN) $_____

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

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

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

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

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

Bidder hereby agrees to commence work under this contract within **ten (10) days** after notice to PROCEED is issued and complete the work within **one hundred twenty (120)** calendar days.

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

Addendum No. 1 dated: 02/15/2023	Received: 02/15/2023
Addendum No. 2 dated: _____	Received: _____
Addendum No. 3 dated: _____	Received: _____
Addendum No. 4 dated: _____	Received: _____
Addendum No. 5 dated: _____	Received: _____

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

Date: 02/16/2023

Respectfully Submitted:

RGV Industrial Machine Shop & Pumps, LLC

Authorized Signor:

Gerardo Trevino

Type/Print Name (Authorized Signor):

Gerardo Trevino

Title:

Owner

Legal Company Name:

(Seal - If bidder is a corporation)

Rio Grande Valley Industrial Machine Shop and Pumps, LLC

Address:

200 E. Hwy 107 (PO Box 39)

City, State, Zip:

Elsa, TX 78543

Business Phone:

(956) 262-6977

Cell Number:

(956) 207-7060

E-Mail Address:

industrialmsp@yahoo.com

BIDDER QUALIFICATIONS

BIDDER'S EXPERIENCE

In order to make a responsible Bid, the Bidder or the Bidder's subcontractor, must provide evidence of a minimum of two (2) successful projects working with a municipality, completed in the last five (5) years, for each of the criteria listed below:

- History of working with Magnetic Flowmeter
- History of installing a solar panel

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

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

- **History of working with Magnetic Flowmeter within the last five (5) years:**
  Project Name / Owner / Contact and Phone No. / Completion Date / Project Description

1) City of Raymondville, Microfiltration Project
Javier Rodriguez, 956-245-4929
Jun 25, 2019
Installation and program of Rosemount Magnetic Flow Meter QTY: 13

2) AGUA SUD, New Raw Water Line Project
Aron Castillo, 956-240-7918
March 12, 2021
Installation and program of Rosemount Magnetic Flow Meter QTY:1

3) Brownsville-PUB, Replacement of 16" MAG Meter
Armando Gomez, 956-983-6339
August 25, 2020
Installation and program of Rosemount Magnetic Flow Meter QTY:1

4) North Alamo Water Supply Corporation, Raw Water Line Project
Rolando Zamora, 956-651-0400
August 6, 2019

- **History of installing a solar panel within the last five (5) years:**
  Project Name / Owner / Contact and Phone No. / Completion Date / Project Description

1)
WTP2 Filter Remediation Project No. 2022-05-W124

Sharyland Water Supply Co.

Rafael Garza (956)271-2774

$234,250.00

April 2023

Remediation of four filters including media.

2)
Re-Bid Wastewater Treatment Plant – Clarifier Repairs

Town of Refugio

Jose De Leon (361) 960-3299

$368,300.00

May 2023

Reparations on clarifier at wastewater treatment plant

3)
Proposed Improvements to Lift Station No. 7 "El Toro"

City of Lyford

Jose Reyes (956) 789-4143

$182,740.00

November 2022

Improvements to lift station, including pumps, electrical, piping, fittings, concrete, fencing.

4)
Wastewater Treatment Plant Improvements

City of Falfurrias

Orlando Cruz (956)854-4227

$640,000.00

December 22, 2021

Improvements to WWTP, including grating, mechanical screen, electrical, piping, fittings, concrete.

END OF SECTION

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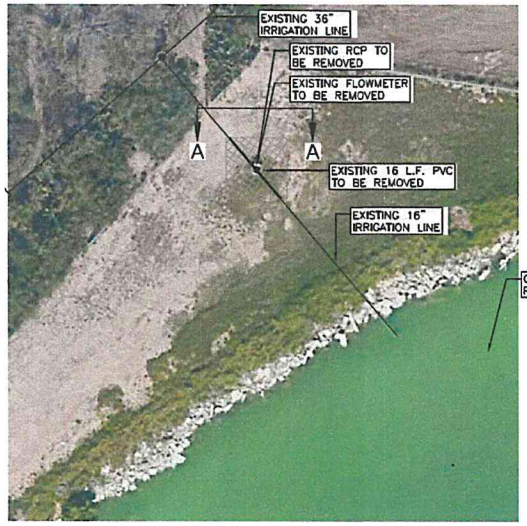
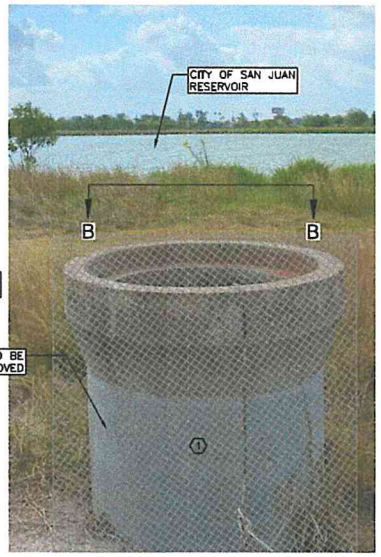
SUMMARY OF ITEMS			
ITEM #	DESCRIPTION	UNIT	QTY.
1	16-IN MAGNETIC FLOW METER SYSTEM - SENSOR DESIGN: REVISION D, TRANSMITTER CLASS: REVISION 4 ELECTRONICS, TRANSMITTER MOUNT: REMOTE WALL MOUNT, TRANSMITTER POWER: DC POWER SUPPLY (12V TO 42VDC), TRANSMITTER OUTPUTS: 4-20MA; DIGITAL HART; SCALABLE PULSE, CONDUIT ENTRIES: 1/2-14 NPT, SENSOR STYLE: FLANGED, LINING MATERIAL: POLYURETHANE, ELECTRODE MATERIAL: 316L STAINLESS STEEL, ELECTRODE TYPE: 2 MEASUREMENT ELECTRODES-BULLETNOSE, FLANGE TYPE AND MATERIAL: SLIP-ON, RAISED-FACE, CARBON STEEL, FLANGE RATING: ASME B16.5, CLASS 150, DISPLAY OPTION: LOCAL OPERATOR INTERFACE, OPTIONAL GROUND RINGS: 316L STAINLESS STEEL (QTY 2), SUBMERGENCE PROTECTION: POTTED JUNCTION BOX WITH 50 FEET OF COMBO CABLE/CABLE GLAND, QUALITY CERTIFICATE: CALIBRATION CERTIFICATE PER ISO 10474 3.1B/EN 10204 3.1	EA	1
2	SOLAR SYSTEM - 12V SOLAR ARRAY SYSTEM, SOLAR CABLING, 2X SIDE OF POLE MOUNT, ALUMINUM BATTERY/ELECTRONICS ENCLOSURE, 220AH BATTERY BANK, BATTERY CABLING, SOLAR INVERTER, DIN RAIL ASSEMBLY WITH FUSE PROTECTION, INTERNAL WIRING, WIRING DUCT, FACTORY ASSEMBLY, QC TESTING	EA	1
3	SUBMERSIBLE SUMP PUMP - 1/3HP, 120V, 5.8A, CORD LENGTH 10-FT, CORD SIZE 18/3 SJTOW, WITH AUTO MECHANICAL FLOAT	EA	1
4	BYPASS SYSTEM - RETROFIT 20 LF-15" SDR-51 80 PSI PVC PIPE, 2-16" TEE CONNECTIONS, 2-16" 90° ELBOW FITTINGS, 1-16" MUELLER GATE VALVE	LS	1
*5	6'X4'X6' PRE-CAST CONCRETE VAULT WITH ACCESS HATCH AND STEPS (COMPLETE IN PLACE)	EA	1
6	INSTALLATION OF PIPE ASSEMBLY - RETROFIT 16 L.F. - 15" SDR-51 80 PSI PVC PIPE ASSEMBLY, 2-16" MUELLER GATE VALVE, SPOOL PIECE FLANGE, ADJUSTABLE PIPE SUPPORT	LS	1
7	REMOVAL OF RCP, REMOVAL OF 16 L.F. PVC PIPE, REMOVAL OF EXISTING METER	LS	1
8	DEWATERING	LS	1
9	WATER TIGHT PLUGS	EA	2
10	TRENCH EXCAVATION SAFETY PROTECTION(4' TO 8')	LS	1
11	TEMPORARY SEDIMENT CONTROL FENCE	LF	90
12	STABILIZED CONSTRUCTION EXIT (TYPE 1)	SY	78
13	6" CRUSHED ROCK	SY	4
14	BACKFILL	CY	8

ALTERNATIVE 1			
ITEM #	DESCRIPTION	UNIT	QTY.
1	6'X4'X6' CAST-IN-PLACE 4,000 PSI CONCRETE VAULT WITH ACCESS HATCH AND STEPS (COMPLETE IN PLACE)	EA	1

*TO REPLACE ITEM #5 IN ITS ENTIRETY.



DEMOLITION PLAN
1"=40'



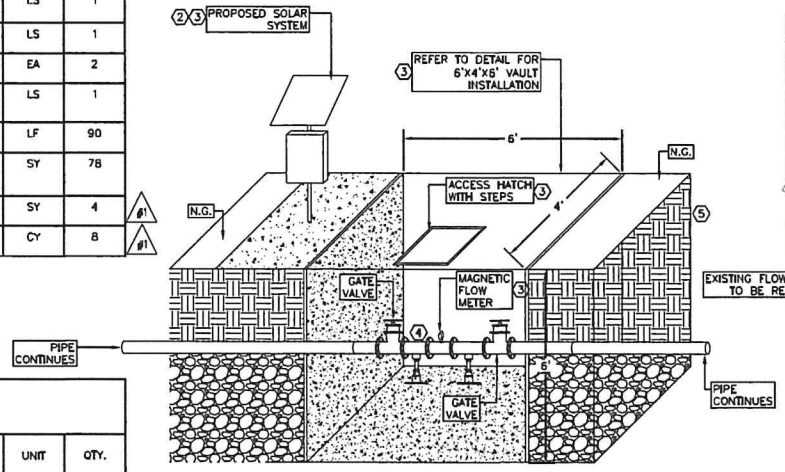
SECTION A-A RCP VENT
N.T.S

FULL SCALE 1"=40'
HALF SCALE 1"=20'
0 20 40
SCALE IN FEET

TRENCH EXCAVATION SAFETY PROTECTION:
CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURE/DESIGN/GEOTECTNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES. THE CONTRACTOR'S IMPLEMENTATION OF THE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLIES WITH, AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

LEGEND

REMOVE



PROPOSED VAULT PLAN
N.T.S

SECTION B-B FLOWMETER
N.T.S

KEY NOTES:

1. TO BE REMOVED AND RETURNED TO CITY OF SAN JUAN.
2. CONTRACTOR TO PROVIDE ELECTRICAL WIRING SCHEMATIC PLANS SIGNED AND SEALED BY AN ELECTRICAL ENGINEER LICENSED IN THE STATE OF TEXAS.
3. REFER TO SUMMARY OF ITEMS FOR DESCRIPTION OF ITEM.
4. CONTRACTOR TO FIELD VERIFY SIZE OF PVC PIPE BEFORE COMMENCING ANY CONSTRUCTION.
5. TRENCH SAFETY PROTECTION SHALL BE USED WHERE DEPTH IS DEEPER THAN 4 FT.

#1
ADDENDUM #1
REVISION DATE: 2/15/23

100% SUBMITTAL

TRIMAD
Texas Firm No. F-18526
1803 Mozelle St., Pharr, Texas 78577
Ph. (956) 668-8600
RSALINAS@TRIMADSTX.COM
JPEREZ@TRIMADSTX.COM
FCARRION@TRIMADSTX.COM

STATE OF TEXAS
Ramiro Salinas
103539
LICENSED PROFESSIONAL ENGINEER
1-24-2023

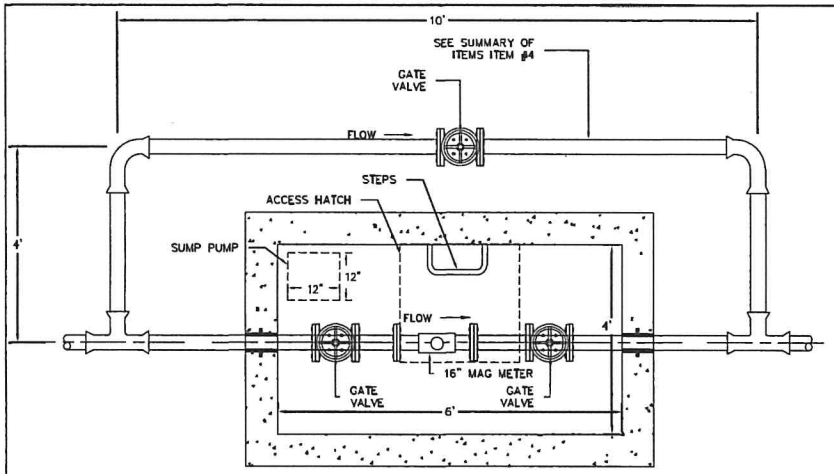
CITY OF SAN JUAN 709
S NEBRASKA AVE,
SAN JUAN, TEXAS
78589

CITY OF SAN JUAN MAGNETIC FLOWMETER IMPROVEMENTS PROJECT

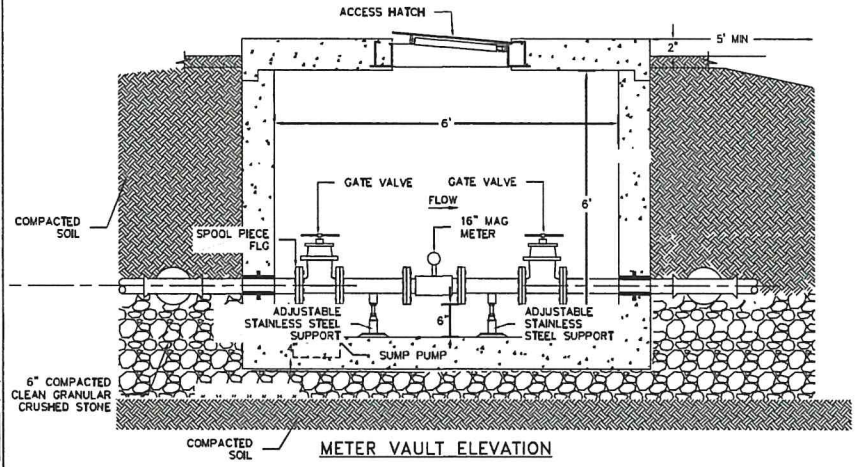
PROJECT LAYOUT PLAN

PROJ. NO.: 22.006
DESIGNED: RS
DRAWN: FC
DRAWING NUMBER C1
SHEET NUMBER 3 OF 6

Plot: \\TS34100FD6\TrimadCADD\CADD\CIVIL 30\SAN JUAN\2022\DNG.22.006 MAGNETIC FLOWMETER IMPROVEMENTS PROJECT\DRAWINGS\OVERALL.dwg Last Saved: 2/15/2023 2:06 PM Last saved by: Engineer 3
Last plotted by: Engineer 3 Plot Style: TRIMAD-BW.CTB Plot Date: 2/15/2023 2:07 PM



METER VAULT PLAN



METER VAULT ELEVATION

VAULT BEDDING #1

A. GRAVEL BEDDING PLACED BEFORE VAULT IS LAID UP (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4"MAX. SIZE.

B. SELECTED EARTH BACKFILL COMPACTED TO 95% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

#1 ADDENDUM #1 REVISION DATE: 2/15/23

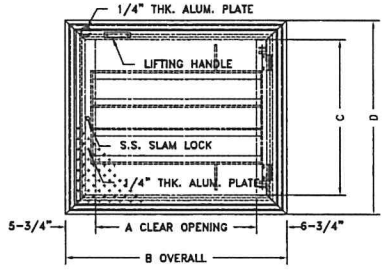
VAULT DRAINAGE NOTES

1. VAULTS CONTAINING VALVES, BLOWOFFS, METERS, OR OTHER SIMILAR APPURTENANCES TO A WATER DISTRIBUTION SYSTEM SHALL NOT BE CONNECTED DIRECTLY TO ANY STORM DRAIN OR SANITARY SEWER, NOR SHALL BLOWOFFS, OR AIR RELEASE VALVES BE CONNECTED DIRECTLY TO ANY SEWER.
2. METER VAULT SHALL BE DRAINED TO THE SURFACE OF THE GROUND WHERE THEY ARE NOT SUBJECT TO FLOODING BY SURFACE WATER OR TO ABSORPTION PITS LOCATED ABOVE THE SEASONAL GROUNDWATER TABLE ELEVATION. SUMP PUMPS WITH AUTOMATIC OPERATION AND ALL NECESSARY APPURTENANCES ARE ALLOWED WHERE OTHER MEANS OF VAULT DRAINAGE ARE NOT PRACTICABLE.

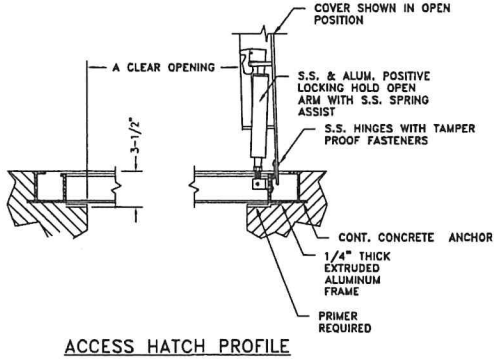
ACCESS HATCH NOTES

1. PROVIDE AN H1W SERIES (SINGLE LEAF) ACCESS FRAME AND COVER, AS MANUFACTURED BY APPROVED SUPPLIER, OR APPROVED EQUAL.
2. FRAME AND COVER SHALL HAVE A 1/4" THICK, ONE-PIECE, MILL FINISH, EXTRUDED ALUMINUM CHANNEL FRAME, INCORPORATING A CONTINUOUS CONCRETE ANCHOR. A 1-1/2" DRAINAGE COUPLING SHALL BE LOCATED IN THE FRONT LEFT CORNER OF THE CHANNEL FRAME. THE INSIDE OF THE FRAME SHALL HAVE A DOOR-SUPPORT LEDGE ON TWO (2) SIDES.
3. FRAME, SUPPORT ANGLES AND LEDGE SHALL BE SUPPORTED BY A FULL BED OF 4000 PSI CONCRETE.
4. THE DOOR PANEL SHALL BE 1/4" ALUMINUM DIAMOND PLATE, REINFORCED TO WITHSTAND A LIVE LOAD OF 300 LBS/FT2.
5. DOOR SHALL OPEN TO 90-DEGREES AND AUTOMATICALLY LOCK WITH A STAINLESS STEEL HOLD OPEN ARM WITH ALUMINUM RELEASE HANDLE.
6. FOR EASE OF OPERATION, DOOR SHALL INCORPORATE ENCLOSED STAINLESS STEEL COMPRESSION SPRING ASSISTS. DOOR SHALL CLOSE FLUSH WITH THE FRAME.
7. HINGES AND ALL FASTENING HARDWARE SHALL BE STAINLESS STEEL.
8. UNIT SHALL LOCK WITH STAINLESS STEEL SLAM LOCK WITH REMOVABLE KEY AND HAVE A NON-CORROSIVE HANDLE.
9. UNIT SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIAL AND/OR WORKMANSHIP FOR A PERIOD OF 10 YEARS.

ACCESS HATCH DIMENSIONS				UNIT WT.
A	B	C	D	
30"	42-1/2"	30"	37-1/2"	104 LBS



ACCESS HATCH PLAN



ACCESS HATCH PROFILE

CONCRETE STRUCTURE NOTES:

1. PRECAST CONCRETE METER VAULT SHALL BE DESIGNED FOR THE FOLLOWING CONDITIONS STATED BELOW (1.1 THROUGH 1.5). SUBMIT SPECIFICATIONS TO ENGINEER FOR REVIEW. ALL SPECIFICATIONS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS.
   1.1. STRUCTURE FILLED TO TOP WITH NO EXTERNAL SOIL PRESSURE.
   1.2. STRUCTURE EMPTY WITH SOIL BACKFILL TO FINISHED GRADE. ASSUME SOIL DRY DENSITY AT 95 LBS./C.F. ASSUME SOIL SATURATED TO FINISHED GRADE.
   1.3. STRUCTURE SHALL NOT FLOAT WITH SATURATED SOIL TO FINISHED GRADE. ASSUME SOIL LOAD ON CONCRETE LIP AT 32 LBS.C.F. A SAFETY FACTOR OF 1.5 SHALL BE PROVIDED IN THE FLOATATION CALCULATIONS.
   1.4. SOIL BEARING PRESSURE OF 2,500 PSF.
   1.5. EFFECTS OF ALL VERTICAL LOADS ANTICIPATED ON THE FINISHED STRUCTURE SHALL BE INCLUDED IN THE ANALYSIS AND DESIGN, LOADING FROM PIPING AND EQUIPMENT, HOIST, SUPERSTRUCTURES, SHOW, H-20 LIVE LOAD, AND ACTUAL DEPTH OF SOIL COVER SHALL BE INCLUDED.
2. PRECAST VAULT STEPS SHALL BE MADE OF POLY PROPYLENE ENCASED STEEL AS MANUFACTURED BY M.A. INDUSTRIES, OR APPROVED EQUAL. AND SHALL CONFORM TO ASTM C478.
3. THE EXTERIOR OF ALL PRECAST PRODUCTS SHALL BE COATED WITH TWO COATS OF BITUMASTIC PAINT, 16 TO 20 MIL DFT, TO FINISHED GRADE. USE PROMASTIC 900 COAL TAR WATERPROOFING MANUFACTURED BY PROGUARD COATING, INC., OR APPROVED EQUAL.
4. ALL ALUMINUM IN CONTACT WITH CONCRETE SHALL BE PAINTED WITH 2 COATS OF COAL TAR EPOXY OR ISOLATED FROM THE CONCRETE WITH 1/8" THICK NEOPRENE PADDING. ALL STEEL THRUST RESTRAINT ANGLES SHALL BE WIRE BRUSHED AND PAINTED WITH 2 COATS OF COAL TAR EPOXY.
5. ALL PIPE COUPLINGS IN CONTACT WITH SOIL SHALL BE WIRE BRUSHED AND PAINTED WITH 2 COATS OF COAL TAR EPOXY.
6. ALL CONCRETE ANCHORS AND HARDWARE SHALL BE STAINLESS STEEL.
7. PROVIDE COMMON KEYED LOCKS FOR ALL HATCHES, PANELS, DOORS AND QUICK DISCONNECT CAPS ASSOCIATED WITH THIS PROJECT.
8. ALL STRUCTURES SHALL BE WATERTIGHT AND SHALL BE TESTED FOR WATER TIGHTNESS BY FILLING PRECAST STRUCTURE WITH WATER PRIOR TO BACK FILLING. AN ACCEPTABLE LEAKAGE IS DEFINED AS A LOSS OF LESS THAN 1/2" IN 24 HOURS AND NO VISIBLE LEAKS. REPAIR OF LEAKS IS REQUIRED USING METHODS APPROVED BY AMERICAN WATER.
9. DUAL SEAL II GASKETS DISTRIBUTED BY DUAL SEAL CORP. OR APPROVED EQUAL, SHALL MEET ASTM C923 REQUIREMENTS.
10. JOINTS IN STRUCTURE SHALL BE SEALED WITH BITUMEN CONSEAL CS-102-B JOINT SEALANT MATERIAL MANUFACTURED BY CONCRETE SEALANTS, INC AND MEET FEDERAL SPECIFICATION SS-S-00210 (210-A).
11. CONCRETE STRUCTURES SHALL MEET THE REQUIREMENTS OF ASTM C478. DESIGN SHALL FOLLOW ACI 318-95 USING LOAD FACTOR DESIGN.
12. CONCRETE f'C=4,000 PSI AT 28 DAYS. TYPE III CEMENT. AIR ENTRAINMENT 7% ±2% ASTM C33 NO. 57 OR NO. 67 COARSE AGGREGATE.
13. REINFORCEMENT: WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185. BAR REINFORCEMENT SHALL BE GRADE 60, CONFORMING TO ASTM A615.
14. VERTICAL BAR REINFORCEMENT REQUIRED BETWEEN BASE SLAB AND FIRST VERTICAL SECTION OF STRUCTURE.

WATER METER NOTES:

1. ALL PIPE AND FITTINGS TO BE THE SAME SIZE AS THE METER. REDUCERS ARE PERMITTED ONLY WITH PRIOR AUTHORIZATION FORM AMERICAN WATER.
2. ADJUST SPOOL PIECE TO PROVIDE MANUFACTURER RECOMMENDED STRAIGHT RUN OF PIPE UPSTREAM AND DOWNSTREAM OF THE METER, OR AS DIRECTED BY AW PROJECT MANAGER.
3. ALL PIPING BETWEEN THE TEES UPSTREAM AND DOWNSTREAM OF THE METER SHALL BE DUCTILE IRON PIPE FOR SERVICE LINES 3" AND GREATER.
4. NEWLY CONSTRUCTED WATER LINES SHALL BE DISINFECTED IN ACCORDANCE WITH AMERICAN WATER STANDARD SPECIFICATIONS.
5. TRACER WIRE REQUIRED FORM EXISTING WATER MAINS TO METER VAULT.
6. ROUND METER VAULTS MAY BE SUBSTITUTED AS AN ALTERNATED TO THE DEPICTED RECTANGULAR BOX. MINIMUM CLEARENCES SHALL STILL BE PROVIDED.
7. PROVIDE BYPASS LINE WHEN DIRECTED BY AW PROJECT MANAGER. THRUST BLOCKS REQUIRED ON ALL BYPASS LINE FITTINGS.
8. PROVIDE ADDITIONAL PIPE SUPPORTS AS REQUIRED.
9. INSTALL A FLANGED COUPLING ADAPTER IN THE VAULT.

SOLAR SYSTEM NOTES:

1. REFER TO SECTION 48140 SOLAR ENERGY ELECTRICAL POWER GENERATION SYSTEM FOR THE SOLAR PANEL AND BATTERY.

100% SUBMITTAL

TRIMAD
Texas Firm No. F-18326
1803 Mozelle St., Pharr, Texas 78577
Ph: (956) 688-8600
RSALAZAR@TRIMADSTX.COM
JPEREZ@TRIMADSTX.COM
FCARMONA@TRIMADSTX.COM

Richard Salazar 125392 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS 1-24-2023

CITY OF SAN JUAN 709 S NEBRASKA AVE, SAN JUAN, TEXAS 78589

CITY OF SAN JUAN MAGNETIC FLOWMETER IMPROVEMENTS PROJECT

METER VAULT DETAIL & ACCESS HATCH DETAIL

PROJ. NO.: 22.006
DESIGNED: RS
DRAWN: FC
DRAWING NUMBER C4
SHEET NUMBER 6 OF 6

File: \\TS341100F06\Trimad\CADD\CADD\CIVIL 3D\SAN JUAN\2022\ENG.22.006 MAGNETIC FLOWMETER IMPROVEMENTS PROJECT\DRAWINGS\DETAILS.dwg Last Saved: 2/15/2023 2:05 PM Last saved by: Engineer 3
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ADDENDUM NO. 2

CITY OF SAN JUAN
MAGNETIC FLOWMETER IMPROVEMENTS PROJECT

RFB NO. 23-009-02-16

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

1. Bid Receipt Date: The bid date has been changed from February 16, 2023 to **FEBRUARY 21, 2023.** The time and location remain unchanged.

END OF ADDENDUM NO. 2
/s/Lori A. Maldonado, Purchasing Agent
February 15, 2023

Eduardo Luviano
Signature of Respondent

02/16/2023
Date

CITY OF SAN JUAN
SANITARY SEWER IMPROVMENTS PROJECT
RFB NO. 23-009-02-16

ADDENDUM NO. 3

Addendum Date: February 17, 2023

Notice to Bidders:

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

Revision To The RFB: Specifications

1. Section 00300: Remove and Replace Entire Section.
2. Revised Table 1 Bid Item 4 – Replaced 16" Mueller Butterfly Valve to 16" Mueller Gate Valve.
3. Revised Table 1 Bid Item 6 – Replaced 16" Mueller Butterfly Valve to 16" Mueller Gate Valve.

Acknowledgement by Respondent:

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

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

Signature of Respondent

02/17/2023
Date

END OF ADDENDUM

SECTION 00300
BID PROPOSAL FORM

CITY OF SAN JUAN
MAGNETIC FLOWMETER IMPROVEMENTS PROJECT
PROJECT NO. 23-009-02-16

BID OPENING: February 21, 2023, AT 3:00 P.M.

TO: OWNER (CITY OF SAN JUAN)

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

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

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

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

Bidders are advised that Formal Sealed Bids are to be submitted at the Purchasing Department of San Juan City Hall. As previously instructed via Invitation, Notice to Bidders, Instructions to Bidders, and at the Pre-Bid conference, Bidders can go online to the City of San Juan web site address: www.sjtx.us to download any and all related project documents, or may obtain copies of same by contacting the office of Lori Maldonado, Purchasing Agent. Located at 709 S. Nebraska Ave., San Juan, TX 78589 or by calling (956) 223-2200 or by e-mailing your request to lmaldonado@sjtx.us. Kindly submit your **Bid** submittal at the Purchasing Department of San Juan City Hall on or before the Bid Opening date & time.

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

BID PROPOSAL

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

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

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

TABLE 1 BID ITEM :

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
1	17302	16-IN Magnetic Flow Meter System - Sensor Design: Revision D, Transmitter Class: Revision 4 Electronics, Transmitter Mount: Remote Wall Mount, Transmitter Power: DC Power Supply (12V to 42VDC), Transmitter Outputs: 4-20mA; Digital HART; Scalable Pulse, Conduit entries: 1/2-14 NPT, Sensor Style: Flanged, Lining material: Polyurethane, Electrode material: 316L stainless steel, Electrode Type: 2 Measurement electrodes-bulletnose, Flange type and material: Slip-On, raised-face, carbon steel, Flange Rating: ASME B16.5, Class 150, Display Option: Local Operator Interface, Optional Ground rings: 316L Stainless Steel (QTY 2), Submergence protection: Potted junction box with 50 feet of combo cable/cable gland, Quality Certificate: Calibration Certificate per ISO 10474 3.1B/EN 10204 3.1	EA	1	30,000.00	30,000.00
2	48140	Solar System - 12V Solar Array System, Solar Cabling, 2X side of pole mount, aluminum battery/electronics enclosure, 220AH battery bank, battery cabling, solar inverter, DIN rail assembly with fuse protection, internal wiring, wiring duct, factory assembly, QC testing	EA	1	13,000.00	13,000.00

3	-	Submersible Sump Pump - 1/3HP, 120V, 5.8A, Cord Length 10-ft, Cord Size 18/3 SJTOW, with Auto Mechanical Float	EA	1	3,000.00	3,000.00
4	-	Bypass System - Retrofit 20 LF-15" SDR-51 80 PSI PVC Pipe, 2-16" Tee Connections, 2-16" 90° Elbow Fittings, , 1-16" Mueller Gate Valve	LS	1	10,000.00	10,000.00
5	03001	6'x4'x6' Pre-Cast Concrete Vault with Access Hatch and Steps (Complete in Place)	EA	1	8,000.00	8,000.00
6	-	Installation of Pipe Assembly - Retrofit 16 LF 15" SDR-51 80 PSI PVC Pipe Assembly, 2-16" Mueller Gate Valve, Spool Piece Flange, Adjustable Pipe Support	LS	1	15,000.00	15,000.00
7	02221	Removal of RCP, Removal of 16 L.F. PVC pipe, Removal of Existing Meter	LS	1	1,500.00	1,500.00
8	01578	Dewatering	LS	1	3,000.00	3,000.00
9	-	Water Tight Plugs	EA	2	700.00	1,400.00
10	01561	Trench Excavation Safety Protection (4' to 8')	LS	1	2,000.00	2,000.00
11	-	Temporary Sediment Control Fence	LF	90	16.70	1,503.00
12	01575	Stabilized Construction Exit (Type I)	SY	78	19.50	1,521.00
13	-	6" Crushed Rock	SY	4	500.00	2,000.00
14	-	Backfill	CY	8	300.00	2,400.00

BID ITEMS (1 - 12) – BASE BID: $ 94,324.00

(IN FIGURES)

TABLE 2 ALTERNATIVE 1 :

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
1	03001	6'x4'x6' Cast-In- Place 4,000 PSI Concrete with Access Hatch and Steps	EA	1	11,000.00	11,000.00

BID ITEMS (1) – ALTERNATIVE 1 BID: $ 11,000.00

(IN FIGURES)

SUMMARY BID TABULATION

TABLE 1 - BID ITEM

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

TOTAL AMOUNT OF BID (ITEMS 1-12) $ 94,324.00

TOTAL AMOUNT OF BID (ITEMS 1-12 WRITTEN) $ Ninety four thousand three hundred twenty four 00/100 dollars

TABLE 2 - ALTERNATIVE 1

Description	Bid Amount
BID ITEM	
TOTAL LUMP SUM BID ITEM: Alternative 1	

TOTAL AMOUNT OF BID (ITEM 1) $ 11,000.00

TOTAL AMOUNT OF BID (ITEMS 1 WRITTEN) $ Eleven thousand 00/100 dollars

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

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

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

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

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

Bidder hereby agrees to commence work under this contract within **ten (10) days** after notice to PROCEED is issued and complete the work within **one hundred twenty (120)** calendar days.

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

Addendum No. 1 dated: February 15, 2023	Received: February 15, 2023
Addendum No. 2 dated: February 15, 2023	Received: February 15, 2023
Addendum No. 3 dated: February 17, 2023	Received: February 17, 2023
Addendum No. 4 dated:	Received:
Addendum No. 5 dated:	Received:

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

Date: February 21, 2023

Respectfully Submitted:

RGV Industrial Machine Shop & Pumps, LLC

Authorized Signor:

Gerardo Trevino

Type/Print Name (Authorized Signor):

Gerardo Trevino

Title:

Owner

Legal Company Name:

(Seal - If bidder is a corporation)

Rio Grande Valley Industrial Machine Shop and Pumps, LLC

Address:

200 E. Hwy 107 (PO Box 39)

City, State, Zip:

Elsa, TX 78543

Business Phone:

(956) 262-6977

Cell Number:

(956) 207-7060

E-Mail Address:

industrialmsp@yahoo.com

BIDDER QUALIFICATIONS

BIDDER'S EXPERIENCE

In order to make a responsible Bid, the Bidder or the Bidder's subcontractor, must provide evidence of a minimum of two (2) successful projects working with a municipality, completed in the last five (5) years, for each of the criteria listed below:

- History of working with Magnetic Flowmeter
- History of installing a solar panel

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

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

- **History of working with Magnetic Flowmeter within the last five (5) years:**
  Project Name / Owner / Contact and Phone No. / Completion Date / Project Description

1)
City of Raymondville, Microfiltration Project
Javier Rodriguez, 956-245-4929
Jun 25, 2019
Installation and program of Rosemount Magnetic Flow Meter QTY: 13

2)
AGUA SUD, New Raw Water Line Project
Aron Castillo, 956-240-7918
March 12, 2021
Installation and program of Rosemount Magnetic Flow Meter QTY:1

3)
Brownsville-PUB, Replacement of 16" MAG Meter
Armando Gomez, 956-983-6339
August 25, 2020
Installation and program of Rosemount Magnetic Flow Meter QTY:1

4)
North Alamo Water Supply Corporation, Raw Water Line Project
Rolando Zamora, 956-651-0400
August 6, 2019

- **History of installing a solar panel within the last five (5) years:**
  Project Name / Owner / Contact and Phone No. / Completion Date / Project Description

1)
WTP2 Filter Remediation Project No. 2022-05-W124

Sharyland Water Supply Co.

Rafael Garza (956)271-2774

$234,250.00

April 2023

Remediation of four filters including media.

2)
Re-Bid Wastewater Treatment Plant – Clarifier Repairs

Town of Refugio

Jose De Leon (361) 960-3299

$368,300.00

May 2023

Reparations on clarifier at wastewater treatment plant

3)
Proposed Improvements to Lift Station No. 7 "El Toro"

City of Lyford

Jose Reyes (956) 789-4143

$182,740.00

November 2022

Improvements to lift station, including pumps, electrical, piping, fittings, concrete, fencing.

4)
Wastewater Treatment Plant Improvements

City of Falfurrias

Orlando Cruz (956)854-4227

$640,000.00

December 22, 2021

Improvements to WWTP, including grating, mechanical screen, electrical, piping, fittings, concrete.

END OF SECTION

CITY OF SAN JUAN
SANITARY SEWER IMPROVMENTS PROJECT
RFB NO. 23-009-02-16

ADDENDUM NO. 1

Addendum Date: February 15, 2023

Notice to Bidders:

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

Revision To The RFB: Specifications

1. Section 00300: Remove and Replace Entire Section.

Revision To The RFB: Plans

1. Added Item 13 - 6" Crushed Rock to Summary of Items to plan sheet 3 of 6.
2. Added Item 14 – Backfill to Summary of Items to plan sheet 6 of 6.
3. Revised Item 4 – Replaced 16" Mueller Butterfly Valve to 16" Mueller Gate Valve.
4. Revised Item 6 – Replaced 16" Mueller Butterfly Valve to 16" Mueller Gate Valve.
5. Added Vault Bedding Notes to plan sheet 6 of 6.

Questions:

1. Are the pipe spools inside the vault required? It appears that the 2 ductile iron spools, the 2 gate valves, and mag meter will not fit inside the vault.
Gate valves must be inside. Spools and reducers may be outside the vault.

2. Is a dismantling coupling required? it will be helpful in removing the mag meter later for servicing.
Dismantling coupling is not required.

p

Acknowledgement by Respondent:

Respondents shall acknowledge receipt of this Addendum No. 1. Submit Completed Addendum with Statement of Bid. Failure to acknowledge receipt of this addendum may render your bid "Incomplete".

STATE OF TEXAS
RICARDO SALAZAR
125392
LICENSED
PROFESSIONAL ENGINEER

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

Signature of Respondent

Date

END OF ADDENDUM

ADDENDUM NO. 2

CITY OF SAN JUAN
MAGNETIC FLOWMETER IMPROVEMENTS PROJECT

RFB NO. 23-009-02-16

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

1. Bid Receipt Date: The bid date has been changed from February 16, 2023 to **FEBRUARY 21, 2023.** The time and location remain unchanged.

END OF ADDENDUM NO. 2
/s/Lori A. Maldonado, Purchasing Agent
February 15, 2023

Signature of Respondent

2-20-23
Date

CITY OF SAN JUAN
SANITARY SEWER IMPROVMENTS PROJECT
RFB NO. 23-009-02-16

ADDENDUM NO. 3

Addendum Date: February 17, 2023

Notice to Bidders:

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

Revision To The RFB: Specifications

1. Section 00300: Remove and Replace Entire Section.
2. Revised Table 1 Bid Item 4 – Replaced 16" Mueller Butterfly Valve to 16" Mueller Gate Valve.
3. Revised Table 1 Bid Item 6 – Replaced 16" Mueller Butterfly Valve to 16" Mueller Gate Valve.

Acknowledgement by Respondent:

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

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

Signature of Respondent

Date 2-20-23

END OF ADDENDUM

SECTION 00300
BID PROPOSAL FORM

CITY OF SAN JUAN
MAGNETIC FLOWMETER IMPROVEMENTS PROJECT
PROJECT NO. 23-009-02-16

BID OPENING: February 21, 2023, AT 3:00 P.M.

TO: OWNER (CITY OF SAN JUAN)

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

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

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

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

Bidders are advised that Formal Sealed Bids are to be submitted at the Purchasing Department of San Juan City Hall. As previously instructed via Invitation, Notice to Bidders, Instructions to Bidders, and at the Pre-Bid conference, Bidders can go online to the City of San Juan web site address: www.sjtx.us to download any and all related project documents, or may obtain copies of same by contacting the office of Lori Maldonado, Purchasing Agent. Located at 709 S. Nebraska Ave., San Juan, TX 78589 or by calling (956) 223-2200 or by e-mailing your request to lmaldonado@sjtx.us. Kindly submit your **Bid** submittal at the Purchasing Department of San Juan City Hall on or before the Bid Opening date & time.

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

BID PROPOSAL

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

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

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

TABLE 1 BID ITEM :

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
1	17302	16-IN Magnetic Flow Meter System - Sensor Design: Revision D, Transmitter Class: Revision 4 Electronics, Transmitter Mount: Remote Wall Mount, Transmitter Power: DC Power Supply (12V to 42VDC), Transmitter Outputs: 4-20mA; Digital HART; Scalable Pulse, Conduit entries: 1/2-14 NPT, Sensor Style: Flanged, Lining material: Polyurethane, Electrode material: 316L stainless steel, Electrode Type: 2 Measurement electrodes-bulletnose, Flange type and material: Slip-On, raised-face, carbon steel, Flange Rating: ASME B16.5, Class 150, Display Option: Local Operator Interface, Optional Ground rings: 316L Stainless Steel (QTY 2), Submergence protection: Potted junction box with 50 feet of combo cable/cable gland, Quality Certificate: Calibration Certificate per ISO 10474 3.1B/EN 10204 3.1	EA	1	23,000	23,000
2	48140	Solar System - 12V Solar Array System, Solar Cabling, 2X side of pole mount, aluminum battery/electronics enclosure, 220AH battery bank, battery cabling, solar inverter, DIN rail assembly with fuse protection, internal wiring, wiring duct, factory assembly, QC testing	EA	1	15,000	15,000

3	-	Submersible Sump Pump - 1/3HP, 120V, 5.8A, Cord Length 10-ft, Cord Size 18/3 SJTOW, with Auto Mechanical Float	EA	1	1,000	1,000
4	-	Bypass System - Retrofit 20 LF-15" SDR-51 80 PSI PVC Pipe, 2-16" Tee Connections, 2-16" 90° Elbow Fittings, , 1-16" Mueller Gate Valve	LS	1	15,000	15,000
5	03001	6'x4'x6' Pre-Cast Concrete Vault with Access Hatch and Steps (Complete in Place)	EA	1	6,000	6,000
6	-	Installation of Pipe Assembly - Retrofit 16 LF 15" SDR-51 80 PSI PVC Pipe Assembly, 2-16" Mueller Gate Valve, Spool Piece Flange, Adjustable Pipe Support	LS	1	15,000	15,000
7	02221	Removal of RCP, Removal of 16 L.F. PVC pipe, Removal of Existing Meter	LS	1	3,000	3,000
8	01578	Dewatering	LS	1	3,000	3,000
9	-	Water Tight Plugs	EA	2	1,000	2,000
10	01561	Trench Excavation Safety Protection (4' to 8')	LS	1	3,000	3,000
11	-	Temporary Sediment Control Fence	LF	90	16.66	1,500
12	01575	Stabilized Construction Exit (Type I)	SY	78	32.05	2,500
13	-	6" Crushed Rock	SY	4	2,500	2,500
14	-	Backfill	CY	8	2,500	2,500

BID ITEMS (1 - 12) – BASE BID: $ 95,000 00

(IN FIGURES)

TABLE 2 ALTERNATIVE 1:

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
1	03001	6'x4'x6' Cast-In- Place 4,000 PSI Concrete with Access Hatch and Steps	EA	1	20,000	20,000

BID ITEMS (1) – ALTERNATIVE 1 BID: $ 20,000.00

(IN FIGURES)

SUMMARY BID TABULATION

TABLE 1 - BID ITEM

Description	Bid Amount
Table 1	$ 95,000 00

BID ITEM 1-14

TOTAL LUMP SUM BID ITEM: $95,000 00

TOTAL AMOUNT OF BID (ITEMS 1-~~12~~ 14) $ $95,000 00

TOTAL AMOUNT OF BID (ITEMS 1-12 WRITTEN) $ Ninety Five Thousand XX/100

TABLE 2 - ALTERNATIVE 1

Description	Bid Amount
Table 2	$20,000

BID ITEM 1

TOTAL LUMP SUM BID ITEM: $20,000 00

TOTAL AMOUNT OF BID (ITEM 1) $ $20,000 00

TOTAL AMOUNT OF BID (ITEMS 1 WRITTEN) $ Twenty Thousand XX/100

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

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

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

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

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

Bidder hereby agrees to commence work under this contract within **ten (10) days** after notice to PROCEED is issued and complete the work within **one hundred twenty (120)** calendar days.

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

Addendum No. 1 dated: 2-15-23	Received: 2-15-23
Addendum No. 2 dated: 2-16-23	Received: 2-16-23
Addendum No. 3 dated: 2-17-23	Received: 2-17-23
Addendum No. 4 dated: _____	Received: _____
Addendum No. 5 dated: _____	Received: _____

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

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Addendum No. 3 dated: 2-17-23	Received: 2-17-23
Addendum No. 4 dated: _____	Received: _____
Addendum No. 5 dated: _____	Received: _____

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

Date: 2·20·23

Respectfully Submitted:

Ivan Escobar

Authorized Signor:

Type/Print Name (Authorized Signor):

Ivan Escobar

Title:

President

Legal Company Name:

(Seal - If bidder is a corporation)

Municipal Services, LLC

Address:

10921 N. 30th St

City, State, Zip:

McAllen, TX 78504

Business Phone:

Cell Number:

956-208-2626

E-Mail Address:

support@municipalservicesllc.com

BIDDER QUALIFICATIONS

BIDDER'S EXPERIENCE

In order to make a responsible Bid, the Bidder or the Bidder's subcontractor, must provide evidence of a minimum of two (2) successful projects working with a municipality, completed in the last five (5) years, for each of the criteria listed below:

- History of working with Magnetic Flowmeter
- History of installing a solar panel

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

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

- **History of working with Magnetic Flowmeter within the last five (5) years:**
  Project Name / Owner / Contact and Phone No. / Completion Date / Project Description

1) Union Water Supply Corp.
La Grulla HS 12" Mag Meter Replacement
Jorge Bazan, General Manager
956-487-3744
June 2015
Replace existing Mag Meter in Meter Vault

2) Union Water Supply Corp
Water Plant 12" Mag Meter Replacement
Jorge Bazan General Manager
956-487-3744
January 2012
Replace existing Mag Meter in Meter Vault

3) Roma, City of
Water Plant Mag Meter Replacement 12"
Jose Vela, Water Plant Supervisor
956-847-7006
July 2016
Replace existing Mag Meter in Meter Vault

4) City of Roma
WasteWater Plant Mag Meter Replacement 6"
Jesse Lara, Public Utilities Director
956-849-1411
December 2017
Replace existing Mag Meter in Meter Vault

- **History of installing a solar panel within the last five (5) years:**
  Project Name / Owner / Contact and Phone No. / Completion Date / Project Description

1) Water Well Munoz Ranch
Jorge Munoz (956) 250-4299
September 20, 2019 Completion Date
Install pump & Solar Panel for water well
At Munoz Ranch

2) Union Water Supply Corp
Solar Panel for Mag Meter La Grulla High School
Jorge Bazan 956-487-3744
January 2015 Completion Date
Install meter with Solar Panel in meter vault

3) Water Well Lara Ranch
Jesse Lara 256-4021
April 2022 Completion Date
Install solar Panel for Water water
At Lara Ranch

4) City of Roma Water Plant
Jesse Lara 256-4021
June 2018 Completion Date
Install Solar Panel for Sludge holding
Tank level transducer

END OF SECTION

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

Signed, this 16th (Day) day of February (Month), 2023.

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

CITY OF SAN JUAN MAGNETIC FLOWMETER IMPROVEMENTS PROJECT
P R O J E C T NO. 23-009-02-16

NOW, THEREFORE,

A) If said BID shall be rejected, or in the alternate

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

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

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

Municipal Services, LLC
(Principal)
President
(Title)

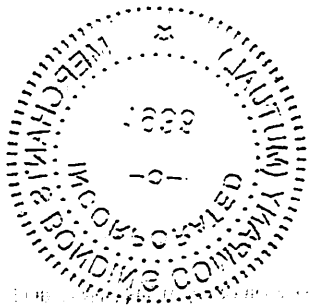
(Witness)

Merchants Bonding Company (Mutual)
(Surety)
(Attorney-in-Fact) Peter C. Gibbs

(Witness) Brian S. Smith

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

END OF SECTION



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Erik Johansson; Marcus Harris; Peter C Gibbs

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December , 2022 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By _____
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

_____
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

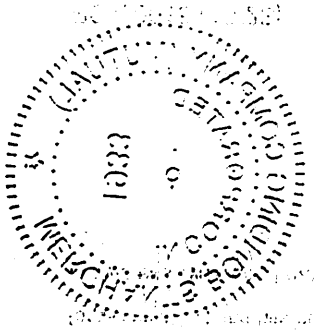
I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seals of the Companies on this 15th day of February , 2023 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

_____
Secretary



MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants Bonding Company (Mutual) ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS BONDING COMPANY (MUTUAL)

By: Larry Taylor

Larry Taylor, President

City of San Juan Magnetic Flowmeter Improvements Project

San Juan, Texas 78589

City of San Juan Mr. Benjamin Arjona, City Manager

Project Number: 23-008-12-20

Designed by: Trimad Consultants,L.L.C.

Respectfully Submitted By:

Reya Construction
Noel Cavazos
(956) 472-5798
noe.reyaconstruction@gmail.com

NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on **RFB NO. 23-009-02-16 CITY OF SAN JUAN MAGNETIC FLOWMETER IMPROVEMENTS PROJECT** as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to **FEBRUARY 10, 2023**, 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: Reya Construction
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)

Contact Name: Noel Cavazos Project Manager
[Please print or type name] [Title]

Address: P. O. Box 470
[Mailing]

Weslaco, TX 78599
[Street, if different]

Telephone: 956.472 5793
[Print or type telephone number]

Fax: _____
[Print or type telephone number]

Email: Noe.Reyaconstruction@gmail.com
[Print or type]

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

Signed, this 16th (Day) day of February (Month), 2023.

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

CITY OF SAN JUAN MAGNETIC FLOWMETER IMPROVEMENTS PROJECT
P R O J E C T NO. 23-009-02-16

NOW, THEREFORE,

A) If said BID shall be rejected, or in the alternate

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

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

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

Reya Construction
(Principal)

(Witness)

(Title) Noe Cavazos, Owner

U.S. Specialty Insurance Company
(Surety)

(Witness)

(By: Attorney-in-Fact) Nicole Schmalz

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

END OF SECTION

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: _____
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.

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2320307
My Comm. Expires Jan 31, 2024

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 16th day of February, 2023.

Corporate Seals
Bond No. Bid Bond

Agency No. 700144

_____
Kio Lo, Assistant Secretary

HCCSMANPOA09/2021

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 compañía:

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.

SECTION 00110
NOTICE TO BIDDERS

PART 1 GENERAL
1.01 NOTICE TO BIDDERS

Formal Sealed bids addressed to Lori A. Maldonado, Purchasing Agent, City of San Juan, will be received until February 16, 2023, at 3:00 P.M., at the City of San Juan City Hall, located at 709 S. Nebraska, San Juan, Texas 78589 at which time they will be taken to the San Juan Memorial Library located at 1010 S. Standard Ave., San Juan, Texas, 78589 and publicly opened and read aloud. All Bids must be in the City of San Juan's possession on or before the aforementioned date and time (No late bids will be accepted.) City of San Juan's normal business working days are Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. and closed on Saturdays, Sundays and City recognized holidays.

CITY OF SAN JUAN
MAGNETIC FLOWMETER IMPROVEMENTS PROJECT

This project consists of installing a magnetic flow meter, replacing the concrete standpipe for a 6-feet X 4-feet concrete vault with stairs included, and a solar panel at the reservoir, San Juan, Texas.

A Bidder's Bond from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the City of San Juan, for the amount of not less than five (5) percent (%) of the total bid shall accompany the bid as a guarantee that, if awarded the contract, the bidder will enter into a contract with the City of San Juan within the time specified. Payment and Performance Bonds shall be executed except in the event that the total amount bid is $50,000 or less, the successful contractor has the option to enter into a single payment contract with the City of San Juan in lieu of a Performance Bond. In the event that the total amount bid is $25,000 or less, the successful contractor has the option to enter into a single payment contract with the City of San Juan in lieu of a Payment and Performance Bond. Failure to execute contracts within the time specified shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security (bid bond) deposited with his bid.

"NOTICE TO BIDDERS" and/or **"REQUEST FOR BIDS"** notice via e-mail, fax, or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of San Juan web site address: www.sjtx.us, or may obtain copies of the same by submitting a non-refundable check for the amount of $45.00 to Trimad Consultants located at 1803 Mozelle St., Pharr, Texas 78577 or by calling (956) 688-8860 or by e-mailing your request to fcarmona@trimadstx.com.

Potential Bidders are asked to email their questions to lmaldonado@sjtx.us. Include the relative project number and project title.

The City of San Juan reserves the right to refuse and reject any or all bids, to waive any or all formalities, or technicalities, and to accept the bid to be the best and most advantageous to the City and hold the bids for a period of **ninety (90) days** without taking action.

Conditional bids will not be accepted. Bids sent via facsimile shall not be accepted

A Pre-Bid Conference will be held **Wednesday February 1, 2023, at 10:00 a.m.** at the San Juan Memorial Library located at 1010 S. Standard, San Juan, Texas 78589. All prospective bidders are encouraged to be in attendance.

Bids shall be sealed and clearly marked: **City of San Juan Magnetic Flowmeter Improvements Project - Project No. 23-009-02-16**

END OF SECTION

1.05 STATEMENT OF QUALIFICATIONS FORM

Date: 2/14/, 2023.

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

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

Gentlemen:

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

1.06 STATEMENT OF QUALIFICATIONS:

A. Years of experience in similar type of projects

B. Work on similar type projects: Provide a minimum of four (4) similar type projects with the following information: Project Name, Location, Type or Description of Work, Construction Cost, Reference Name and Phone Number

C. Name of full-time superintendent and experience resume

D. Number of employees of the bidder that will be working on the project

E. Names of Subcontractors: Provide names of subcontractors for this project with the following information: Name, Location and Experience.
The subcontractors shall have a minimum of three (3) years of experience.

F. Provide information of available equipment

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

CITY OF SAN JUAN
SANITARY SEWER IMPROVMENTS PROJECT
RFB NO. 23-009-02-16

ADDENDUM NO. 1

Addendum Date: February 15, 2023

Notice to Bidders:

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

Revision To The RFB: Specifications

1. Section 00300: Remove and Replace Entire Section.

Revision To The RFB: Plans

1. Added Item 13 - 6" Crushed Rock to Summary of Items to plan sheet 3 of 6.
2. Added Item 14 – Backfill to Summary of Items to plan sheet 6 of 6.
3. Revised Item 4 – Replaced 16" Mueller Butterfly Valve to 16" Mueller Gate Valve.
4. Revised Item 6 – Replaced 16" Mueller Butterfly Valve to 16" Mueller Gate Valve.
5. Added Vault Bedding Notes to plan sheet 6 of 6.

Questions:

1. Are the pipe spools inside the vault required? It appears that the 2 ductile iron spools, the 2 gate valves, and mag meter will not fit inside the vault.
Gate valves must be inside. Spools and reducers may be outside the vault.

2. Is a dismantling coupling required? it will be helpful in removing the mag meter later for servicing.
Dismantling coupling is not required.

p

Acknowledgement by Respondent:

Respondents shall acknowledge receipt of this Addendum No. 1. Submit Completed Addendum with Statement of Bid. Failure to acknowledge receipt of this addendum may render your bid "Incomplete".

Ricardo Salazar

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

Signature of Respondent

2/15/23
Date

END OF ADDENDUM

ADDENDUM NO. 2

CITY OF SAN JUAN
MAGNETIC FLOWMETER IMPROVEMENTS PROJECT

RFB NO. 23-009-02-16

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

1. Bid Receipt Date: The bid date has been changed from February 16, 2023 to **FEBRUARY 21, 2023.** The time and location remain unchanged.

END OF ADDENDUM NO. 2
/s/Lori A. Maldonado, Purchasing Agent
February 15, 2023

Signature of Respondent

Date

2/16/23

CITY OF SAN JUAN
SANITARY SEWER IMPROVMENTS PROJECT
RFB NO. 23-009-02-16

ADDENDUM NO. 3

Addendum Date: February 17, 2023

Notice to Bidders:

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

Revision To The RFB: Specifications

1. Section 00300: Remove and Replace Entire Section.
2. Revised Table 1 Bid Item 4 – Replaced 16" Mueller Butterfly Valve to 16" Mueller Gate Valve.
3. Revised Table 1 Bid Item 6 – Replaced 16" Mueller Butterfly Valve to 16" Mueller Gate Valve.

Acknowledgement by Respondent:

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

Ricardo Salazar

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

Signature of Respondent

02/17/23
Date

END OF ADDENDUM

SECTION 00300
BID PROPOSAL FORM

CITY OF SAN JUAN
MAGNETIC FLOWMETER IMPROVEMENTS PROJECT
PROJECT NO. 23-009-02-16

BID OPENING: February 21, 2023, AT 3:00 P.M.

TO: OWNER (CITY OF SAN JUAN)

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

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

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

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

Bidders are advised that Formal Sealed Bids are to be submitted at the Purchasing Department of San Juan City Hall. As previously instructed via Invitation, Notice to Bidders, Instructions to Bidders, and at the Pre-Bid conference, Bidders can go online to the City of San Juan web site address: www.sjtx.us to download any and all related project documents, or may obtain copies of same by contacting the office of Lori Maldonado, Purchasing Agent. Located at 709 S. Nebraska Ave., San Juan, TX 78589 or by calling (956) 223-2200 or by e-mailing your request to lmaldonado@sjtx.us. Kindly submit your **Bid** submittal at the Purchasing Department of San Juan City Hall on or before the Bid Opening date & time.

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

BID PROPOSAL

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

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

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

TABLE 1 BID ITEM :

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
1	17302	16-IN Magnetic Flow Meter System - Sensor Design: Revision D, Transmitter Class: Revision 4 Electronics, Transmitter Mount: Remote Wall Mount, Transmitter Power: DC Power Supply (12V to 42VDC), Transmitter Outputs: 4-20mA; Digital HART; Scalable Pulse, Conduit entries: 1/2-14 NPT, Sensor Style: Flanged, Lining material: Polyurethane, Electrode material: 316L stainless steel, Electrode Type: 2 Measurement electrodes-bulletnose, Flange type and material: Slip-On, raised-face, carbon steel, Flange Rating: ASME B16.5, Class 150, Display Option: Local Operator Interface, Optional Ground rings: 316L Stainless Steel (QTY 2), Submergence protection: Potted junction box with 50 feet of combo cable/cable gland, Quality Certificate: Calibration Certificate per ISO 10474 3.1B/EN 10204 3.1	EA	1	$16,000.00	$16,000.00
2	48140	Solar System - 12V Solar Array System, Solar Cabling, 2X side of pole mount, aluminum battery/electronics enclosure, 220AH battery bank, battery cabling, solar inverter, DIN rail assembly with fuse protection, internal wiring, wiring duct, factory assembly, QC testing	EA	1	$11,900.00	$11,900.00

3	-	Submersible Sump Pump - 1/3HP, 120V, 5.8A, Cord Length 10-ft, Cord Size 18/3 SJTOW, with Auto Mechanical Float	EA	1	$2,500.00	$2,500.00
4	-	Bypass System - Retrofit 20 LF-15" SDR-51 80 PSI PVC Pipe, 2-16" Tee Connections, 2-16" 90° Elbow Fittings, , 1-16" Mueller Butterfly Valve	LS	1	$29,000.00	$29,000.00
5	03001	6'x4'x6' Pre-Cast Concrete Vault with Access Hatch and Steps (Complete in Place)	EA	1	$24,000.00	$24,000.00
6	-	Installation of Pipe Assembly - Retrofit 16 LF 15" SDR-51 80 PSI PVC Pipe Assembly, 2-16" Mueller Butterfly Valve, Spool Piece Flange, Adjustable Pipe Support	LS	1	$20,000.00	$20,000.00
7	02221	Removal of RCP, Removal of 16 L.F. PVC pipe, Removal of Existing Meter	LS	1	$14,000.00	$14,000.00
8	01578	Dewatering	LS	1	$15,000.00	$15,000.00
9	-	Water Tight Plugs	EA	2	$1,500.00	$3,000.00
10	01561	Trench Excavation Safety Protection (4' to 8')	LS	1	$6,000.00	$6,000.00
11	-	Temporary Sediment Control Fence	LF	90	$30.00	$2,700.00
12	01575	Stabilized Construction Exit (Type I)	SY	78	$60.00	$4,680.00
13	-	6" Crushed Rock	SY	4	$400.00	$1,600.00
14	-	Backfill	CY	8	$100.00	$1,200.00

BID ITEMS (1 - 12) – BASE BID: $ 151,580.00

(IN FIGURES)

TABLE 2 ALTERNATIVE 1 :

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
1	03001	6'x4'x6' Cast-In- Place 4,000 PSI Concrete with Access Hatch and Steps	EA	1	$ 20,000.00	$ 20,000.00

BID ITEMS (1) – ALTERNATIVE 1 BID: $ 20,000.00

(IN FIGURES)

SUMMARY BID TABULATION

TABLE 1 - BID ITEM

Description	Bid Amount
BID ITEM	
TOTAL LUMP SUM BID ITEM: $151,580.00	

TOTAL AMOUNT OF BID (ITEMS 1-12) $ 148,780.00

TOTAL AMOUNT OF BID (ITEMS 1-12 WRITTEN) $ one hundred forty-eight thousand seven hundred eighty dollars ¢ cents

TABLE 2 - ALTERNATIVE 1

Description	Bid Amount
BID ITEM	
TOTAL LUMP SUM BID ITEM: $20,000.00	

TOTAL AMOUNT OF BID (ITEM 1) $ 20,000.00

TOTAL AMOUNT OF BID (ITEMS 1 WRITTEN) $ twenty - thousand dollars ¢ cents

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

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

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

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

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

Bidder hereby agrees to commence work under this contract within **ten (10) days** after notice to PROCEED is issued and complete the work within **one hundred twenty (120)** calendar days.

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

Addendum No. 1 dated: 2/15/23	Received: MS
Addendum No. 2 dated: 2/16/23	Received: MS
Addendum No. 3 dated: 2/17/23	Received: MS
Addendum No. 4 dated:	Received:
Addendum No. 5 dated:	Received:

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

Date: 2/21/23

Respectfully Submitted:

Authorized Signor: Noe Cavazos

Type/Print Name (Authorized Signor): Noe Cavazos

Title: Owner

Legal Company Name: Reya Construction

(Seal - If bidder is a corporation)

Address: P.O. Box 470

City, State, Zip: Weslaco, Tx 78599

Business Phone: (956) 472-5798

Cell Number: (956) 472-6949

E-Mail Address: Noe.reyaconstruction@gmail.com

BIDDER QUALIFICATIONS

BIDDER'S EXPERIENCE

In order to make a responsible Bid, the Bidder or the Bidder's subcontractor, must provide evidence of a minimum of two (2) successful projects working with a municipality, completed in the last five (5) years, for each of the criteria listed below:

- History of working with Magnetic Flowmeter
- History of installing a solar panel

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

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

- **History of working with Magnetic Flowmeter within the last five (5) years:**
  Project Name / Owner / Contact and Phone No. / Completion Date / Project Description

1) City of Hebbronville, Tx
AEP Center Building / water Installation
- Jaime Rios
Deceased

Sept 2019

2) City of Progreso, Tx
Progreso Teehnolsy Building
Water / Sewer Installation
- Mando Cavasos
(956) 463-8653
June 2019

3)

4)

- **History of installing a solar panel within the last five (5) years:**
  Project Name / Owner / Contact and Phone No. / Completion Date / Project Description

1) - Hidalgo Water and Sewer Improvements (EDA) / Lift station
- Fulcrum Consulting Services
- Valentin
(956) 569-8722
May. 2021

2) La Feria Reservoir Pump Improvements
- Fulcrum
Valentin
(956) 569-8722
Sept. 2021

3)

4)

END OF SECTION

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Discussion and Consideration to Award RFQ NO. 23-010-03-16 Engineering Services to the Most Qualified Engineer/Engineering Firms. [Lori Maldonado, Purchasing Agent]

STAFF COMMENTS AND RECOMMENDATIONS:

On March 1, 2023 and March 8, 2023, staff advertised in The Advance Newspaper for Sealed Qualifications for RFQ NO. 23-010-03-16 Engineering Services. On March 16, 2023, a bid opening was held with a total of eight bids received from the following Engineers/Engineering Firms.

Engineer/Engineering Firm

1. Brownstone Consultants, Carlos Del Angel, PMP, CCM
2. Raba Kistner,Katrin Leonard, PE
3. SOTEX Engineering, LLC, Israel Gaona, P.E., CFM
4. DEC Engineering Excellence, Arnulfo (Arnold) Ramirez, PE, LGPP
5. Trimad Consultants, Ricardo Salazar, P.E.
6. Consor Engineers, LLC, Zina Schwartz, PE
7. SAMES, Saul D. Maldonado, PE
8. R. Gutierrez, Gutierrez Engineering Corporation, Ramiro Gutierrez, PE

RECOMMENDATION:

To Award RFQ NO. 23-010-03-16 Engineering Services to the Most Qualified Engineer/Engineering Firms as recommended by the City Commission.

PREPARED BY:
Lori Maldonado,
Purchasing Agent

APPROVED BY:
Benjamin Arjona, City Manager

BID OPENING
CITY OF SAN JUAN
ENGINEERING SERVICES
RFQ NO. 23-010-03-16
MARCH 16, 2023
10:00 A.M.

	ENGINEER/ENGINEERING FIRM	CITY
1	Brownstone Consultants, Carlos Del Angel, PMP, CCM	McAllen, TX
2	Raba Kistner, Katrin Leonard, PE	McAllen, TX
3	SOTEX Engineering, LLC, Israel Gaona, P.E., CFM	Weslaco, TX
4	DEC Engineering Excellence, Arnulfo (Arnold) Ramirez, PE, LGPP	McAllen, TX
5	Trimad Consultants, Ricardo Salazar, P.E.	Pharr, TX
6	Consor Engineers, LLC, Zina Schwartz, PE	McAllen, TX
7	SAMES, Saul D. Maldonado, PE	McAllen, TX
8	R. Gutierrez, Engineering Corporation, Ramiro Gutierrez, PE	Pharr, TX
9		
10		

BROWNSTONE
CONSULTANTS

Sealed Submission for 2023 Pools of Professional Services

RFQ NO. 23-010-03-16
Professional Services Pools - Engineering Services

Opening Date:
March 16, 2023, Opening Time: 10:00 a.m

TABLE OF CONTENTS

COVER SHEET

TABLE OF CONTENTS

REQUIRED DOCUMENTS

- DIVIDER #1: LETTERS
- DIVIDER #2: FIRM INFORMATION
- DIVIDER #3: GENERAL FIRM HISTORY/QUALIFICATIONS
- DIVIDER #4: FINANCIAL AND LEGAL STATUS
- DIVIDER #5: EXPERIENCE AND REFERENCES
- DIVIDER #6: MANAGEMENT AND ORGANIZATIONAL APPROACH

REQUIRED DOCUMENTS

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Brownstone Consultants LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____

Signature of vendor doing business with the governmental entity

3/16/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-994640

Date Filed:
03/15/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Brownstone Consultants, LLC
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Juan

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23-010-03-16
Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Rhea, Mora	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Carlos Del Angel, and my date of birth is 07/05/1979.

My address is 2307 Silverado S (street), Mission (city), TX (state), 78573 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 15th day of March (month), 20 23 (year).

Signature of authorized agent of contracting business entity
(Declarant)

LETTERS

BROWNSTONE CONSULTANTS

March 16, 2023

Lori A. Maldonado
Purchasing Agent
City of San Juan
709 S. Nebraska Avenue
San Juan, TX 78589

Re: RFQ No: 23-010-03-16 – ENGINEERING SERVICES

Dear Ms. Maldonado,

We are pleased to submit our statement of qualifications to serve the City of San Juan for the Engineering Services Pool. The proposal set forth will remain effective for a period of 90 days.

This letter indicates our interest in providing your team with engineering design and engineering construction services to fully meet the unique needs of the City of San Juan.

We are well-suited to provide these services based on our understanding of the City's needs, our experience with managing projects in South Texas, our portfolio of local work, and our comprehensive suite of services. Each of these distinct aspects are addressed in this response, and the value they will provide to the City of San Juan.

Most importantly, you can count on our team. Staffed and operated by local professionals, we pride ourselves in providing the most client-centric experience in South Texas.

We appreciate the opportunity to serve you and stand ready to work together in delivering this important initiative for our community.

Sincerely,

Carlos Del Angel, PMP, CCM
Managing Partner
Brownstone Consultants, LLC

FIRM INFORMATION

Executive Summary

Firm Contact Information
Brownstone Consultants, LLC
P.O. Box 3898
McAllen, TX 78505
(956) 307-3057

Structure of Firm
Brownstone Consultants is a Texas Limited Liability Company (LLC)

Years in Business
Brownstone was established in 2018 and has been operating for five (5) years.

Name of Principals
Rhea Mora – 100%

Primary Contact
Carlos Del Angel, PMP, CCM
Managing Partner
carlos@bstone.biz
(956) 307-3057

Organizational Description

Brownstone Consultants, LLC (Brownstone) is a McAllen, Texas-based minority-owned (ESBE, HABE, MBE, WBE) engineering and construction management firm (Firm No. F- 23250) established in 2018, with a satellite office in San Antonio, Texas. The Brownstone team is staffed with civil engineers and construction professionals that have the technical expertise and industry experience in civil engineering design, construction engineering, project planning and programming, project controls, traditional and alternative construction delivery methods, contractor oversight and inspection, construction contract administration, and closeout and turnover. ***Brownstone was developed to serve Owner's, and our core competency is the ability to manage capital improvement programs and projects and deliver them on-time, and on budget, for our public sector Owners.***

Historically Underutilized Business (HUB) Certification Number -222127710 (Expires 12/2024)

- WBE - Woman Business Enterprise
- SBE – Small Business Enterprise
- MBE – Minority Business Enterprise
- HABE – Hispanic American Business Enterprise
- ESBE – Emerging Small Business Enterprise

Brownstone Consultants, LLC
P.O. Box 3898
McAllen, TX 78505

Brownstone has provided exceptional program, project engineering, and construction management services since its inception and its staff has over fifty years of combined experience in the engineering, management, inspection, and contract administration of local, state, and federally funded capital improvement projects. Offering a diverse set of services, our team has grown by providing experienced professionals and creative solutions on a variety of projects and programs.

Brownstone is skilled in managing complex, multi-agency construction projects through all phases of project development with a proactive approach focused on communication. Our Engineering Design and Engineering Construction Services include, but are not limited to:

- Pre-Design Planning Services
- Social, Economic, Environmental Studie, and Public Involvement
- Engineering Plans, Drawings, and Specifications
- Engineering Inspection & Management
- Cost Estimating/Project Budgeting
- Construction Contract Management
- Facility Programming & Analysis
- Building Design
- ADA Compliance
- Project Development Management
- Facility Analysis & Master Planning
- Total Project Scheduling
- Site Planning & Analysis

GENERAL FIRM HISTORY / QUALIFICATIONS

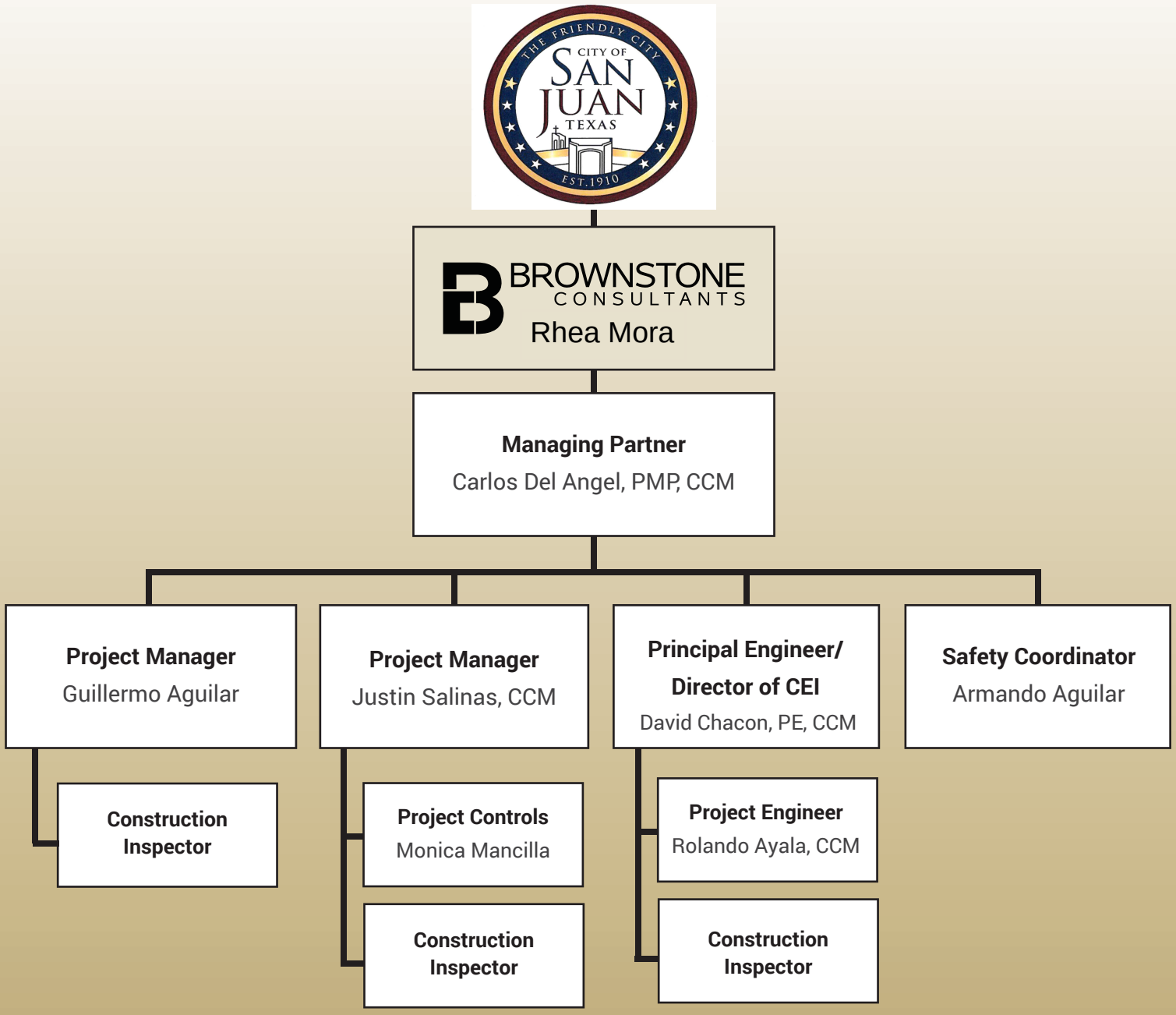
Brownstone Consultants, LLC (Brownstone) is a McAllen, Texas based minority-owned (ESBE, HABE, MBE, WBE) engineering and construction management firm (Firm No. F-23250) established in 2018, with a satellite office in San Antonio, Texas. The Brownstone team is staffed with civil engineers and construction professionals that have the technical expertise and industry experience in civil engineering design, construction engineering, project planning and programming, project controls, traditional and alternative construction delivery methods, contractor oversight and inspection, construction contract administration, and closeout/turnover. ***Brownstone was developed to serve Owner's, and our core competency is the ability to manage capital improvement programs and projects and deliver them on-time, and on-budget, for our public sector Owners.***

Brownstone has provided exceptional program, project and construction management services since its inception and its staff has over fifty years of combined experience in the management, inspection, and contract administration of local, state, and federally funded capital improvement projects. Offering a diverse set of services, our team has grown by providing experienced professionals and creative solutions on a variety of projects and programs.

Brownstone is skilled in managing complex, multi-agency construction projects through all phases of project development with a proactive approach focused on communication. Most if not all Brownstone projects have the following attributes:

- ***Complex -*** *planning for great complexity ranging from phased construction for continuous operation to programmatic challenges.*
- ***Agile -*** *thinking through future requirements and flexible planning for facility longevity.*
- ***Delivery -*** *managing schedule, cost, risks and opportunities associated with multiple delivery methods.*
- ***Compliant -*** *knowing local, state and federal regulatory requirements for compliance.*
- ***Efficient -*** *establishing energy efficient goals and systems for low operating costs.*
- ***Collaborative -*** *supporting processes for project team efficiency and collaborative working environments.*

Brownstone Team Organizational Chart:



DAVID M. CHACÓN, P.E., CCM, CFM

Director of CEI

Years of Experience
Total: 8

Education
Bachelor of Science, Civil Engineering,
University of Texas Rio Grande Valley

Certifications
Professional Engineer (P.E.)
Certified Construction Manager (CCM)

Mr. Chacón is the Director of the Construction Engineering & Inspections (CEI) Department. He has over 8 years of experience in construction engineering, project management and structural and civil design. His professional experience includes overseeing all phases of construction and infrastructure projects in both public and private sectors. He has participated as a project manager in various public, infrastructure, industrial, commercial, and multi-family projects with values of up to $80M. His experience includes project planning, management, engineering design, technical review, quality assurance and construction oversight. Mr. Chacón completed his studies at the University of Texas Rio Grande Valley with a Bachelor of Science in Civil Engineering and earned his Professional Engineer (P.E.) license thereafter.

Relevant Project Experience

- ***Hidalgo County | El Paraiso Project | $8.9M | Alton, TX***
- ***City of Pharr | Pharr International Bridge Expansion Project | $68M | Pharr, TX***
- ***City of Pharr | Donations Acceptance Program (DAP16) Pharr International Bridge Upgrades | $42M | Pharr, TX***
- ***City of Pharr | Fire Station No. 1 | $6M | Pharr, TX***
- ***TxDOT/GSA | Border Safety Inspection Facility | $28M | Pharr, TX***
- ***TxDOT/City of Pharr | Pharr International Bridge Northbound Lane & 2nd BSIF Exit | $7.4M | Pharr, TX***
- ***TxDOT | US-83 Relief Route Phase I | $80M | La Joya, TX***
- ***Rio Hondo Independent School District | Rio Hondo Middle School | $20M | Rio Hondo, TX***
- ***South Texas Health System | McAllen Medical Center | $40M | McAllen, TX***

JUAN CARLOS DEL ANGEL, PMP, CCM

Managing Partner

Years of Experience	Education	Certifications
Total: 20	**Bachelor of Science, Construction Science** *Texas A&M University*	**Project Management Professional (PMP)** **Certified Construction Manager (CCM)**

Mr. Del Angel brings more than 19 years of construction and project management experience to the team with an emphasis on project administration and delivery. Throughout his project management career, he has overseen all phases of construction & infrastructure projects in both public and private sectors. He has worked closely with various clients, successfully managing programs over $100M in the public, industrial, and multi- family sectors. His strengths include project planning and scheduling, budget development, verification and gap identification, and quality audits to enhance project efficiency and reduce duration. Mr. Del Angel completed his studies at Texas A&M University with a B.S. in Construction Science and a minor in Business.

Relevant Project Experience

- ***Hidalgo County | CDBG-CV Health Facility Improvements | $7M | Edinburg, TX***
- ***Hidalgo County | El Paraiso Project | $8.9M | Alton, TX***
- ***Hidalgo County | Hidalgo County Courthouse Phase II | $10M | Edinburg, TX***
- ***Hidalgo County Drainage District No. 1 | 2018 Drainage Bond Program | $190M | Hidalgo County TX***
- ***City of Pharr | TEAMPHARR.NET | $54M | Pharr, TX***
- ***UTRGV/City of Pharr | Aquatic Center | $23M | Pharr, TX***
- ***City of Pharr | Northside Community Center, Amphitheater, & French Park | $7.5M | Pharr, TX***
- ***City of Pharr | Donations Acceptance Program (DAP15) Pharr International Bridge Upgrades | $8.2M | Pharr, TX***
- ***City of Pharr | Pharr International Bridge Expansion Project | $68M | Pharr, TX***
- ***City of Pharr | Donations Acceptance Program (DAP16) Pharr International Bridge Upgrades | $42M | Pharr, TX***

GUILLERMO AGUILAR

Project Manager

Years of Experience
Total: 20

Education
Bachelor of Arts, International Studies
Texas A&M University

Mr. Mr. Aguilar brings more than 20 years of project management experience to the team with an emphasis on project administration and operations. Throughout his project management and construction career, he has overseen all phases of construction & infrastructure projects in both public and private sectors. He has worked closely with various clients, successfully completing projects more than $90M in the public, industrial, and multi-family sectors. His strengths include project planning and scheduling, document control, value engineering, operational oversight, and subcontractor relationship management.

Relevant Project Experience

- ***City of Pharr | CMAR Program | $19M | Pharr, TX***
- ***City of Pharr | TEAMPHARR.NET | $54M | Pharr, TX***
- ***UTRGV/City of Pharr | Aquatic Center | $23M | Pharr, TX***
- ***City of Pharr | Northside Community Center, Amphitheater, & French Park | $7.5M | Pharr, TX***
- ***City of Pharr | City Hall First Floor Renovation | $3.4M | Pharr, TX***

JUSTIN SALINAS, CCM

Assistant Project Manager

Years of Experience
Total: 8

Education
Bachelor of Science, Construction Science,
Texas A&M University

Certifications
Certified Construction Manager (CCM)
OSHA-30 Certified

Mr. Salinas is a Project Manager with more than 8 years of experience which includes estimating, contracts, insurance, pay applications, RFI's/submittals, change orders, on-site activities, and project close-out documents for multiple projects ranging from $1M - $15M. His most recent project was a $150M County Courthouse project. His experience expands across the Private and Public Sectors. Mr. Salinas completed his studies at Texas A&M University with a B.S. in Construction Science.

Relevant Project Experience

- ***Hidalgo County | CDBG-CV Health Facility Improvements | $7M | Edinburg, TX***
- ***Hidalgo County | Hidalgo County Courthouse Phase II | $10M | Edinburg, TX***
- ***Hidalgo County | Hidalgo County Courthouse Phase I | $180M | Edinburg, TX***
- ***City of Pharr | TEAMPHARR.NET | $54M | Pharr, TX***
- ***City of Pharr | Sanitary Sewer Collection Improvements and Lift Station 1, 29, & 33 | $5M | Pharr, TX***
- ***City of Pharr | Lift Station 31 Replacement | $2.5M | Pharr, TX***
- ***City of Pharr | Sanitary Sewer Collection System South Elimination Project | $12M | Pharr, TX***
- ***City of Pharr | Wastewater Treatment Plant (WWTP) Influent Lift Station and Headworks Improvement Project| $8M | Pharr, TX***
- ***City of Pharr | Eldora EST Transmission Main Extension| $5M | Pharr, TX***
- ***City of Pharr | New Raw Water Reservoir| $5M | Pharr, TX***
- ***City of Pharr | Waste Treatment Plant Upgrades| $16M | Pharr, TX***

ROLANDO AYALA

Project Engineer

Years of Experience
Total: 5

Education
Bachelor of Science,
Civil Engineering,
University of Texas Rio Grande Valley

Mr. Rolando Ayala is an accomplished and results-driven project manager with more than 5 years of experience in the project management, construction, and supervision of private and public multi-million-dollar projects. Dedicated, time-line driven employee with a proven ability to successfully manage simultaneous projects. I bring forth expertise in building requirements, inspections, regulations, and quality control management for every project

Relevant Project Experience

- ***City of Pharr | 2nd BSIF Exit | $7.4M | Pharr, TX***
- ***City of Pharr | TEAMPHARR.NET | $54M | Pharr, TX***
- ***UTRGV/City of Pharr | Aquatic Center | $23M | Pharr, TX***
- ***City of Pharr | Northside Community Center, Amphitheater, & French Park | $7.5M | Pharr, TX***
- ***City of Pharr | City Hall First Floor Renovation | $68M | Pharr, TX***
- ***UTRGV | Nursing Center | $9M | 60,000 SF | Pharr, TX***
- ***Harlingen CISD | Treasure Hills Elementary Phase II | $8M | Harlingen, TX***
- ***City of Brownsville/SPI International Airport Hangar | $1.8M | Brownsville, TX***

Project Management Institute

THIS IS TO CERTIFY THAT

Juan C. Del Angel

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

Randall T. Black • Chair, Board of Directors

Sunil Prashara • President and Chief Executive Officer

PROJECT MANAGEMENT INSTITUTE PENNSYLVANIA CORPORATE SEAL 1969

PMP® Number	1960290
PMP® Original Grant Date	08 September 2016
PMP® Expiration Date	07 September 2022

PMI® Project Management Institute

The Construction Manager Certification Institute

CCM®

Certified Construction Manager

Juan Del Angel

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

25323

CMCI #

D.J. Mason III

CMCI Board of Governors Chair

October 2021

Certification Date

October 2024

Valid Through

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

Carlos Del Angel

has successfully completed

Local Government Project Procedures Qualification
#72741

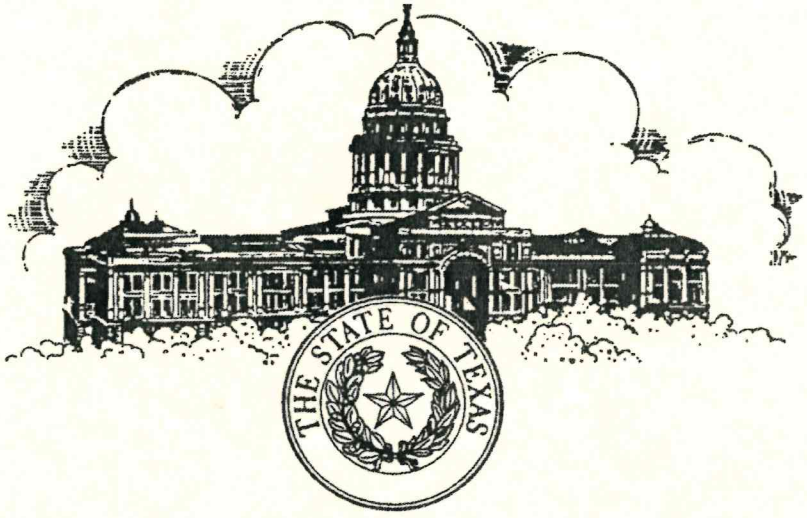
Pharr , TX
July 17-18, 2019
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after the completion of the class.

- TxLTAP -

Ernesto Carrizal -Instructor

Bryan Sims, Executive Director



David Marcelo Chacon

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS
REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT,
TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

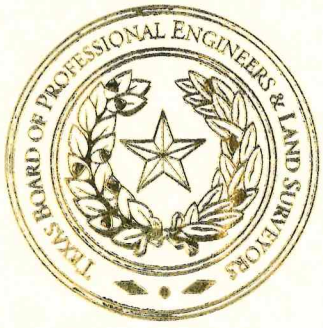
IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

IN WITNESS WHEREOF,

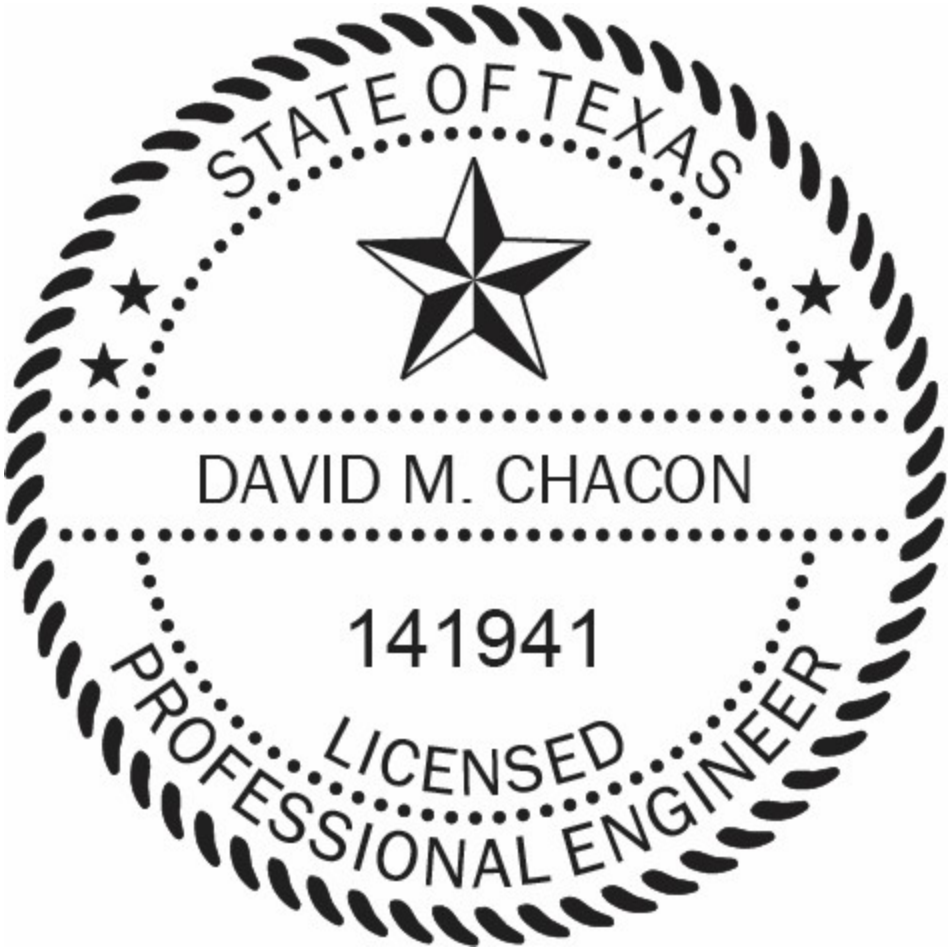
We have hereunto set our hands and affixed the seal of the Board at the City of Austin, this 2nd day of August, 2021.



Dr. Sina K. Nejad, P.E., P.Eng., Board Chair

Rolando Rubiano, P.E., Board Secretary

SERIAL NUMBER **141941**


STATE OF TEXAS
DAVID M. CHACON
141941
LICENSED
PROFESSIONAL ENGINEER

The Construction Manager Certification Institute

CCM

Certified Construction Manager

David Chacon

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

29633

CMCI #

CMCI Board of Governors Chair

May 2022

Certification Date

May 2025

Valid Through

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

David Chacon

has successfully completed

Local Government Project Procedures Qualification #85056

VIR , TX
November 17-18, 2021
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after the completion of the class.

- TxLTAP -

Ernesto Carrizal -Instructor

Bryan Sims, Executive Director

The Construction Manager Certification Institute

CCM®

Certified Construction Manager

Justin Salinas

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

26594

CMCI #

D.J. Mason III

CMCI Board of Governors Chair

November 2021

Certification Date

November 2024

Valid Through

The Construction Manager Certification Institute

CCM®

Certified Construction Manager

Rolando Ayala

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

28281

CMCI #

CMCI Board of Governors Chair

September 2022

Certification Date

September 2025

Valid Through

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

Rolando Ayala

has successfully completed

Local Government Project Procedures Qualification #85073

VIR , TX
July 13-14, 2022
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after the completion of the class.

- TxLTAP -

Ernesto Carrizal -Instructor

Cassandra Smith, Executive Director

FINANCIAL AND LEGAL STATUS

BROWNSTONE
CONSULTANTS

March 16, 2023

Lori A. Maldonado
Purchasing Agent
City of San Juan
709 S. Nebraska Avenue
San Juan, TX 78589

Re: RFQ No: 23-010-03-16 – ENGINEERING SERVICES – Financial and Legal Status

Dear Ms. Maldonado,

We are pleased to submit our statement of qualifications to serve the City of San Juan for the Engineering Services Pool. This letter is to inform you of Brownstone Consultants LLC current financial and legal status.

No actions have been taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed.

There is no pending or prior litigation against or involving the firm or its agents or employees with respect to any work performed.

Please refer to the attached certificate of insurance for current insurance coverages. If selected Brownstone will acquire all the necessary insurance required by the City of San Juan.

We appreciate the opportunity to serve you and stand ready to work together in delivering this important initiative for our community.

Sincerely,

Carlos Del Angel, PMP, CCM
Managing Partner
Brownstone Consultants, LLC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2023

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

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

PRODUCER	CONTACT NAME: ELLIE A TORRES
TOTAL INSURANCE PROTECTION 5805 CALLAGHAN ROAD SUITE 108 SAN ANTONI TX 78228	PHONE (A/C, No, Ext): 210-305-5000 FAX (A/C, No): E-MAIL ADDRESS: contact@texastip.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MAXIMUM INSURANCE COMPANY	
INSURER B : KEMPER INSURANCE COMPANY	
INSURER C : TEXAS MUTUAL INSURANCE COMPANY	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

BROWNSTONE CONSULTANTS LLC
3317 KENT LANE
MCALLEN TX 78503

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
		Y	Y	BDG01428436-04	01/28/2023	01/28/2024	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS			542860049512001	01/28/2023	01/28/2024	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N						[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] **(Mandatory in NH)**	N / A	Y	0002089858	12/12/2022	12/12/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

PROJECT: SAN JUAN RFQ SAN JUAN TX

CERTIFICATE HOLDER

CITY OF SAN JUAN
709 S. NEBRASKA
SAN JUAN TX 78589

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ellie A Torres

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EXPERIENCE AND REFERENCES

Brownstone Consultants, LLC (Brownstone) is a McAllen, Texas based minority-owned (ESBE, HABE, MBE, WBE) engineering and construction management firm (Firm No. F-23250) established in 2018, with a satellite office in San Antonio, Texas. The Brownstone team is staffed with civil engineers and construction professionals that have the technical expertise and industry experience in civil engineering design, construction engineering, project planning and programming, project controls, traditional and alternative construction delivery methods, contractor oversight and inspection, construction contract administration, and closeout/turnover. ***Brownstone was developed to serve Owner's, and our core competency is the ability to manage capital improvement programs and projects and deliver them on-time, and on-budget, for our public sector Owners.***

Brownstone has provided exceptional program, project and construction management services since its inception and its staff has over fifty years of combined experience in the management, inspection, and contract administration of local, state, and federally funded capital improvement projects. Offering a diverse set of services, our team has grown by providing experienced professionals and creative solutions on a variety of projects and programs.

Brownstone is skilled in managing complex, multi-agency construction projects through all phases of project development with a proactive approach focused on communication. Most if not all Brownstone projects have the following attributes:

- ***Complex -*** *planning for great complexity ranging from phased construction for continuous operation to programmatic challenges.*
- ***Agile -*** *thinking through future requirements and flexible planning for facility longevity.*
- ***Delivery -*** *managing schedule, cost, risks and opportunities associated with multiple delivery methods.*
- ***Compliant -*** *knowing local, state and federal regulatory requirements for compliance.*
- ***Efficient -*** *establishing energy efficient goals and systems for low operating costs.*
- ***Collaborative -*** *supporting processes for project team efficiency and collaborative working environments.*

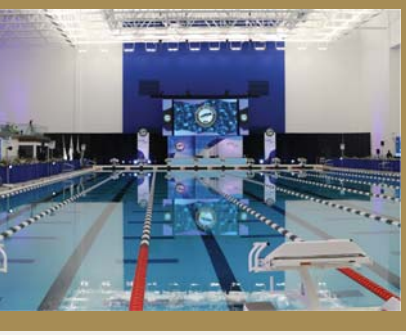
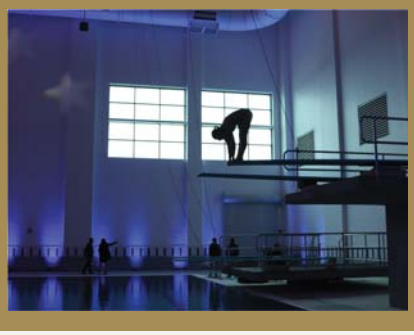
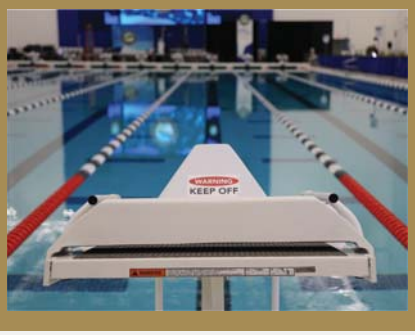
Services	Project Type	Construction Cost:
Project Engineering & Construction Management	Local Government Facilities	$112M
	Water/Wastewater Infrastructure	$40M
	Broadband	$58M
	Bridge & Roadway	$68M
	TOTAL:	**$278M**

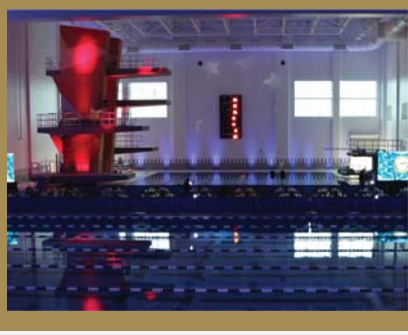
City of Pharr / PSJA Aquatic Facility

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new 72,796-square-foot aquatic facility. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $25.0M

Reference: City of Pharr – **Mr. Ed Wylie**, *City Manager* – **Phone: (956) 402-4000**



City of Pharr 1st Floor Renovation

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of their new 1st floor renovation. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $2.3M

Reference: City of Pharr – **Mr. Ed Wylie**, *City Manager* – **Phone: (956) 402-4000**

TeamPharr.net City-Wide Fiber Optic Distribution Project

Scope: Brownstone has worked with the City of Pharr on a master fiber-optic network plan encompassing the entire municipality. The network consists of an 8-mile 432 strand fiber core and an additional 650 miles of distribution and fabric which will deliver a minimum of 1gb speed to all subscribers.

Construction Cost: $54.0M

Reference: City of Pharr **Mr. Ed Wylie**
Title: City Manager

Phone: (956) 402-4000

FY15 DAP Port of Entry North Bound Lane Expansion

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of this multi-agency infrastructure project. Along with the standard CM scope, Brownstone was tasked with stakeholder management, and developing and implementing the communication plan. Texas Department of Transportation (TxDOT), General Services Administration (GSA), Customs and Border Protection (CBP), and the City of Pharr were all involved in this multi-agency project.

Construction Cost: $8.0M

Reference: City of Pharr **Mr. Ed Wylie**
Title: City Manager

Phone: (956) 402-4000

Hidalgo County / CDBG-CV Health Facility Improvements

Brownstone was contracted by Hidalgo County as Construction Manager (CM) to oversee the design and construction of a new 10,000-square-foot Bio-Safety Lab. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $7.0M

Reference: Hidalgo County Health Department **Mr. Eddie Olivarez**
Title: Chief Administrative Officer

Phone: (956) 318-2426

Hidalgo County / Courthouse Phase II Project

Scope: Brownstone was contracted by Hidalgo County to serve as a Construction Manager (CM) to oversee the design and construction of the Courthouse Phase II project which includes the demolition of the existing courthouse, construction of a new ground-level parking facility, construction of a new pedestrian park and plaza (Meander), and modifications to the existing modular buildings

Construction Cost: $10.0M

Reference: Hidalgo County Executive Office, **Mr. Roy Quintanilha**

Phone: (956) 292-7655 ext. 5614

Hidalgo County / El Paraiso Health Clinic and Community Resource Center (CRC)

Scope: Brownstone was contracted by Hidalgo County as Construction Manager (CM) to oversee the design and construction of a new 8,000-square-foot Health Clinic and a 5,300-square-foot Community Resource Center. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, and coordination of all special consultants and vendors.

Construction Cost: $7.0M

Reference: Hidalgo County Health Department **Mr. Eddie Olivarez**

Title: Chief Administrative Officer

Phone: (956) 318-2426

City of Pharr/ Pharr One Building

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new multi-purpose facility. The facility consists of a French garden with a reflection pool, a 12,990 SF facility including computer labs and a lecture hall, and an amphitheater. Brownstone was tasked with the management of the design team, procurement of the CMAR contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $8.0M

Reference: City of Pharr **Mr. Ed Wylie**

Title: Deputy City Manager

Phone: (956) 402-4000

City of Pharr / TWDB 2020 CWSRF & DWSRF Program

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of multiple water/wastewater projects within the 2020 TWDB CWSRF/DWSRF program. Brownstone was tasked with the management of the design team, procurement of the CMAR contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $40.0M

Reference: City of Pharr **Mr. Ed Wylie**

Title: Deputy City Manager

Phone: (956) 402-4000

Under Contract

City of Pharr / International Bridge Expansion Project

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the construction and assist in the development of the design documents of a new 1.35-mile-long international bridge. Brownstone was tasked with stakeholder management, interagency coordination, budget and schedule review, design document review, and quantities verification during the design phase. Texas Department of Transportation (TxDOT), General Services Administration (GSA), Customs and Border Protection (CBP), Federal Highway Administration (FHWA), United States Coast Guards (USCG), International Boundary and Water Commission (IBWC), Texas Historic Commission (THC), and the City of Pharr are involved in this multi-agency project.

Construction Cost: $54.5M

Reference: City of Pharr **Ms. Anali Alanis**

Title: CInterim City Manager

Phone: (956) 402-4000

Under Contract

City of Pharr / FY16 DAP Port of Entry Inspection Facilities

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of this multi-agency infrastructure project. The project consists of horizontal and vertical infrastructure inside the federal port of entry. Texas Department of Transportation (TxDOT), General Services Administration (GSA), Customs and Border Protection (CBP), and the City of Pharr were all involved in this multi-agency project.

Construction Cost: $44.0M

Reference: City of Pharr **Mr. Ed Wylie**

Title: Deputy City Manager

Phone: (956) 402-4000

Under Contract

City of Pharr / Fire Station No. 1 Project

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new 10,000-square-foot fire station. Brownstone was tasked with the management of the design team, conducting value-engineering workshops, utility relocation coordination, construction contract administration, change order management, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $6.0M

Reference: City of Pharr **Mr. Ed Wylie**

Title: Deputy City Manager

Phone: (956) 402-4000

Indicates list of projects currently under contract

MANAGEMENT AND ORGANIZATIONAL APPROACH

Understanding of Project

Brownstone Consultants, LLC understands that the City of San Juan is seeking qualified firms interested in providing professional engineering services as part of the 2023 Professional Services Pool. Furthermore, we understand that any qualified respondents may be engaged from the pool to provide professional services on an "As Needed Basis" or on a "Project-Specific Basis".

We commit to providing quality services that fulfill the City of San Juan needs and interests while delivering projects as seamlessly as possible. To accomplish this, we begin with our unique process that aligns owner values and imperatives with the budget and anticipated schedule. Our process works best when applied throughout the lifecycle of a project from Pre-Design to Post-Construction. In addition, we are well-versed in local, state, and federal regulations, and ensure the project is designed and delivered within the requirements specified by the governing jurisdictions. Lastly, the Brownstone Team is a locally owned and staffed company with extensive experience working in Hidalgo County with a proven process that delivers complex projects on time and on budget while exceeding client expectations.

Any project presents factors (i.e. time & cost implications), requirements, and expectations that must be considered throughout a project lifecycle. The identification of these elements early in the project planning process can help minimize inconveniences and avoid unexpected expenses to the City of San Juan. Balancing these project influences while maintaining transparency will be key in maintaining a positive project image.

By starting early, we ensure the unification of stakeholder considerations and define a clear project vision. Although managing multiple stakeholder expectations can be challenging, if consensus is found and expectations aligned; the potential for miscommunications, delays, and changes diminishes greatly and the probability of project success increases exponentially.

Project Approach

Brownstone fully understands the importance that an Engineer of record will play on any project. As an advocate and representative of the City, the team is confident in our ability to accomplish the objectives set forth in this RFQ. Although every project is unique and presents its respective set of challenges, we adhere to the Texas Department of Transportation project development process project initiation, preliminary engineering & design, PS&E development, letting and award, construction, and project closeout. For the purpose of this RFQ, we outlined our general approach and best practices for the development of engineering plans for development, roadway, and drainage projects.

Step 1 – Project Initiation

An initial project coordination meeting will be scheduled with the project owners and stakeholders to understand the specific project imperatives and constraints. In this meeting, the funding source will be identified to decide on which specification and design criteria will need to be adopted to comply with the guidelines of the funding entity. We will request all the existing project/program data such as previous project as-builts, surveys, geotechnical reports, GIS maps, design standards, etc. The team will carefully analyze these documents to identify any constraints or possible utility conflicts and create a matrix to keep track of the possible issues. A project engineer will verify any possible conflicts. This proactive approach will help minimize design errors and omissions.

Step 2 – Preliminary Design Development

After the information is reviewed and the specifications and the design criteria have been adopted, we will schedule a Design Concept Conference (DCC) with the project owner to identify design-specific items such as:

- Utility relocations
- Utility services required
- ROW widths
- Speed limits
- Drainage design
- Left turn lanes, median widths, free right turn lanes
- Horizontal and vertical alignments
- Proposed profile grades & elevations
- Roadway geometry
- Inlet and culvert locations
- Construction sequencing
- Desired pavement design and cross-sections based on geotechnical recommendations

The next step is to gather the required information to commence the schematic design including but not limited to; the metes and bounds surveys, ROW surveying, route studies, site utility exploration (SUE), and environmental clearances. Brownstone will work with a Registered Professional Land Surveyor (RPLS) to make sure all the surveys and maps represent accurate information.

Step 3 – Plans, Specifications, & Estimates

After the preliminary plans have been reviewed and comments are provided, we will start developing detailed plans and estimates for construction. These plans are typically approved by the authorities having jurisdiction in different defined phases. These key milestone phases are typically 30%, 60%, 90%, and the final 100% signed and sealed construction documents. For roadway design projects, we follow and adhere to the latest TxDOT Roadway Design Manual to make sure the alignment and vertical profiles are designed properly. For drainage projects, we use the existing geographic information system and design survey to develop a grading plan with geological contours and flow patterns to determine the project outfalls. For projects requiring on-site detention we will determine the required site detention using the rational method.

Step 4 – Project Letting and Award

When the 100% plans, specifications, and estimates have been approved we will gather all the information and prepare a bid package that includes:

- final construction documents
- engineering construction estimate
- project quantities
- estimated project timeline (schedule)
- project specifications
- bid forms
- legal requirements

We will assist the project owners during the project letting and bidding phase since we are experienced in the bid process and are well-versed in traditional and alternative procurement methods. Once the required advertisement periods have been met, the pre-bid conference is completed, and all addenda have been issued (if applicable) we will assist the City in reviewing, analyzing, and evaluating the bids to provide a formal award recommendation.

Step 5 – Construction

Once the construction phase commences, Brownstone will administer the construction contract and provide quality assurance. Ensuring quality is achieved by performing the following tasks:

- Submittal review and response
- Request for Information (RFI) review and response
- Verification of material stored
- Periodic quality inspections for compliance with project specifications
- Review and approval of contractor payment applications
- Coordinate the change management process (Change Orders)

Step 6 – Project Closeout

In this phase, we will conduct final inspections, generate a punch-list, and make recommendations for the issuance of the certificates of substantial completion. In addition, we will coordinate with the respective City departments to ensure any City specific requirements are met. Brownstone will review post-construction close-out documents and assist in the transition to operation including ensuring receipt of all operations and maintenance manuals, warranties, and project as-built plans.

SPECIFICATIONS

REQUEST FOR SEALED

QUALIFICATIONS

ENGINEERING SERVICES

RFQ NO. 23-010-03-16

REQUEST FOR QUALIFICATIONS

Request For Qualifications (RFQ) for Engineering Services are to be addressed to Lori A. Maldonado, Purchasing Agent, City of San Juan, 709 S. Nebraska Ave., San Juan, Texas, 78589-2649 and will be received on Thursday, March 16, 2023, at 10:00 a.m., at which time they will be taken to the City Hall Conference Room, and the names of the engineering firms will be read aloud.

REQUEST FOR SEALED QUALIFICATIONS
ENGINEERING SERVICES - RFQ NO. 23-010-03-16
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
709 S. NEBRASKA AVENUE
SAN JUAN, TEXAS 78589-2649

Specifications can be obtained by calling the Purchasing Division 956-223-2204, by picking them up at the San Juan City Hall, 709 S. Nebraska, San Juan, Texas between the hours of 8:30 a.m. – 4:30 p.m., Monday thru Friday, or by downloading them from the City's web-site, www.sjtx.us.

Be advised that if a company downloads our RFQ from the web page and is contemplating on responding for consideration, the respondent must register with the Purchasing Division so that any changes/additions via Addendum can be forwarded to the company. Register with the Purchasing Division by e-mail at lmaldonado@sjtx.us. Please include the firm's name, address, phone number and fax number, as well as the contact person name and title in your email and "ENGINEERING SERVICES - RFQ NO 23-010-03-16." in the subject line.

The City of San Juan reserves the right to refuse and reject any or all qualifications and to waive any or all formalities or technicalities or to accept the qualification to be the best and most advantageous to the City, and hold the qualification for a period of 90 days without taking action. Qualifications submitted past the aforementioned date and time will not be accepted.

Caution to those submitting qualifications; those not in the proper form may be rejected.

NOTICE OF INTENT TO RESPOND

Firms interested in submitting a PROPOSAL on **ENGINEERING SERVICES - RFQ NO. 23-010-03-16** as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to March 10, 2023, 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: _____
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)

Contact Name: _____
[Please print or type name] [Title]

Address: _____
[Mailing]

_____
[Street, if different]

Telephone: _____
[Print or type telephone number]

Fax: _____
[Print or type telephone number]

Email: _____
[Print or type]

CITY OF SAN JUAN
REQUEST FOR SEALED QUALIFICATIONS
FOR ENGINEERING SERVICES

PURPOSE OF REQUEST FOR QUALIFICATIONS (RFQ)

The City of San Juan, Texas, invites the submittal of responses to this Request for Qualifications (RFQ) from qualified firm(s) interested in providing engineering services and/or on a rotating basis. One or more engineers may be selected.

OBJECTIVE

The City proposes to retain a highly qualified, capable firm(s) to act as the Engineering Firm during the planning, execution and completion of projects and for consulting regarding related matters for a fixed price. Firm(s) who participate in this RFQ process are sometimes referred to as "Respondents. The City will give prime consideration to the Engineering Firm(s) with demonstrated significant, current experience in the development, design, and construction, of municipal projects.

CITY CONTACT

Sealed submittals, are to be one (1) original and two (2) copies, and one electronic copy on a USB flash drive are to be prepared in response to this Request for Qualification (RFQ), as well as any questions, clarifications or for general information are to be directed to:

Lori A. Maldonado, Purchasing Agent
City of San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589-2649
Phone: 956-223-2204
Email: lmaldonado@sjtx.us

The individual above may be contacted for clarification of the specifications of this Request for Qualifications (RFQ) only. All contact shall be made in written format by email communication.

Any non-written representations, explanations, or instructions given by City Staff are not binding and do not form a part of, or alter in any way, the RFQ, a written agreement pertinent to the RFQ, or the awarding of the contract.

Under no circumstances will private meetings be scheduled between the engineering firm and City Staff prior to submittal deadline.

CONFIDENTIALITY OF RESPONSE CONTENT

All submittals offered in response to this RFQ shall be held confidential until an agreement is awarded. Following the agreement award, submittals are subject to release as public information unless the submittal or specific parts of the submittal can be shown with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential responders.

If a responder believes that a submittal or part of a submittal is confidential then the responder shall so specify. The responder shall stamp in bold red letter the term **"CONFIDENTIAL"** on that part of the submittal, which the responder believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All submittals and parts of submittals that are not marked as confidential will be automatically considered public information after the agreement is awarded.

All submittals become property of the City and will not be returned to the engineering firm.

CONFLICT OF INTEREST

Effective March 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Complete Conflict of Interest Questionnaires may be mailed or delivered by hand to the Purchasing Agent. If mailing a completed form, please mail to:

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

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the vendor's submittal.

A current list of City of San Juan officers is available in the office of the City of San Juan City Secretary, City Hall or on the City's website at http://www.sjtx.us. If you are considering doing business with the City of San Juan or the City of San Juan Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Secretary) of the City of San Juan not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Juan Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with the City, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN JUAN
As defined by Chapter 176 of the Texas Local Government Code
(Revised 8/6/13)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Juan (required by all Vendors who submit bids/proposals), Local Government Officers are:

City of San Juan City Commission:

Mayor:	Mario Garza
Mayor Pro-Tempore:	Leonardo "Lenny" Sanchez
Commission Members:	
	Ernesto "Neto" Guajardo
	Marco "Markie" Villegas
	Adina "Dina" Santillan

City of San Juan Staff:

City Manager:	Benjamin Arjona
Director of Finance	Leroy Gonzales
Director of Planning:	Daniel Tijerina
Director of Utilities:	Juan Martinez
Director of Sanitation:	Israel Garza
Purchasing Agent:	Lori A. Maldonado

Other Local Government Officers of the City of San Juan include the following:

1. Board and Commission members and appointed members by the Mayor and City Council;
2. Board Members of the San Juan Economic Development Corporation;
3. The Executive Director and staff of the San Juan Economic Development Corporation.

Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found herein.

A. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.

DISQUALIFICATION
The applicant may be disqualified for any of the following reasons:

- The applicant is involved in any litigation against the City of San Juan;
- The applicant is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The applicant is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

FORM 1295 CERTIFICATE OF INTERESTED PARTIES

Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, include a printed and signed original form with your RFQ submission.

DISCLOSURE OF LITIGATION

Each responder shall include in its submittal a complete disclosure of any civil or criminal litigation or investigation pending which involves the responder or in which the responder has been judged guilty.

EX PARTE COMMUNICATION

Please note that to insure proper and fair evaluation of a submittal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the responder to the Mayor, City Commission, or City Staff to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so. Process inquiries may be directed to Lori A. Maldonado, Purchasing Agent for the City by calling 956-223-2204 or by e-mail at lmaldonado@sjtx.us.

INDEMNIFICATION

The successful responder shall indemnify, save harmless and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, or fees incident to any work done as a result of this response and arising out of a willful or negligent act or omission of the successful responder, its officers, agents, servants, and employees; provided however, that the successful responder shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees, or third parties.

LEGAL REQUIREMENTS

All parties offering submittals shall comply with federal, state and local laws and mandates relative to the preparation of submittals and the services to be provided and all applicable federal laws and regulations. Specifically the services to be provided are expected to be in compliance with the: American with Disabilities Act (ADA); Age Discrimination in Employment Act (ADEA); Consolidated Ominbus Budget Reconciliation Act (COBRA); Family and Medical Leave Act (FMLA); Health Portability and Accountability Act of 1996 (HIPPA) and all applicable federal and state requirements, including without limitation, ERISA, the Internal Revenue Code and its Act of 1994 (USERRA), insurance laws and regulations, and state anti-discrimination requirements. All submittals will be presumed to be in compliance with all applicable laws.

SUBMITTAL CONTENTS

The contents of the response submittal by the successful firm and this RFQ will become part of any contract award. The successful firm shall be expected to sign a contact with the City. The response and this RFQ shall be incorporated by reference into the contract as though fully set forth therein.

RIGHT OF RETENTION

The City of San Juan reserves the right to retain all responses submitted and to use any ideas in a submittal regardless of whether that submittal is selected. Submission of a response indicate acceptance by the firm of the conditions contained in this RFQ, unless clearly and specifically noted in the response and confirmed in the contract between the City of San Juan and the firm selected. Under no circumstances shall a responder whose

submittal has not been accepted be entitled to any claims for compensation. The City reserves the right to hold a RFQ for 90 days without taking action.

SCOPE OF WORK

The selected Engineer(s) will be required to perform the basic engineering and consulting services to be specified more fully in a contract agreement to be negotiated after selection. The contract agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as the circumstances may dictate. Upon selection of a respondent with whom negotiations will proceed, a Scope of Work will be developed. The City reserves the right to include additional project elements in the initial or subsequent professional services agreements as the City may (in its sole discretion) deem appropriate. The Engineer(s) will be required to retain and be responsible for all basic engineering for the scope of work negotiated. The Engineer(s) is also required to identify and select the appropriate construction company(s); however, the City reserves the right to approve proposed construction company that will be associated with the project.

PROJECT FUNDING

Funding for work described herein will be provided from various sources as determined upon approval by the City Commission.

SELECTION PROCESS

Selection of firm(s) will follow the proposal-interview process.

From a review of the statements of qualification received, the City may invite a short list of firms to be interviewed before making a final selection of a firm for this project. If City desires to interview a firm; that firm will receive notification of the date and time of the interview.

The City may use Staff to initially evaluate the submittals. The statements of qualifications received will be one part of the selection process utilized by the City, together with the interviews, to determine if an engineering contract should be pursed. Staff may recommend a short list to the City Commission for their consideration. The City Commission may request that presentations be made in a City Commission meeting to assist them in their decision.

The selected respondent will then negotiate with the City on fee and contract conditions. If a reasonable fee cannot be achieved with the respondent of choice, in the opinion of the City, negotiations will proceed with the respondents designated by the City Commission ranked as their second and/or third ranked firm until a mutually agreed contract can be negotiated.

ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

A. **No Gratuities** – Respondents will not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of San Juan for the purpose of influencing this selection. Any attempt by a respondent to influence the selection process by any means other than disclosure of qualifications and credentials through the proper channels, will be grounds for exclusion from the selection process. Accordingly, contacts with members of the City Staff, which are outside of the establish process should not be initiated.

B. **All Information True** – By submitting a response, respondents represent and warrant to the City that all information provided in the response submitted shall be true, correct and complete. Respondents who provide false, misleading or incomplete information, whether intentional or not, in any of the documents present to the City of San Juan for consideration in the selection process may be excluded.

C. **Interviews** – After the initial evaluation of the statements of qualifications, respondents will be notified of their status in the selection process. Respondents who are "short-listed" should expect and anticipate subsequent interviews which will most likely focus not only on the respondents who would be directly involved in the project. "Short listed" respondents may be asked to make a presentation to the City

Commission. If a presentation to the Commission is requested, it will be necessary that additional RFQ response submittals be provided by the "short listed" respondent.

D. **Cost of Responses** – The City will not be responsible for the costs incurred by anyone in the submittal of responses.

E. **Contract Negotiations** – This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by the City the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate Staff is assigned to the Project, the City intends to make the inclusion of a "key persons" clause a part of the contract negotiations.

F. **No Obligation** – The City reserves the right to evaluate the responses submitted; waive any irregularities therein; select candidates for the submittal of more detailed or alternate proposals; accept any submittal or portion of submittal; reject any or all respondents submitting responses, should it be deemed in the City's best interest; or cancel the entire process.

G. **Professional Liability Insurance** – The respondent shall have the appropriate liability insurance written by an insurer authorized to transact insurance in the State of Texas.

INSURANCE

Certificate of Insurance should be made to the City of San Juan, 709 S. Nebraska, San Juan, Texas 78589 and should reference the RFQ number and name.

All certificates must be received prior to commencement of service/work. All Certificates of insurance shall be approved by the Purchasing Agent prior to the commencement of any work.

In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or non-renewals of such policies.

The term "City" shall include The City of San Juan and their employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.

The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage.

During the term of the Contract, the successful respondent/selected firm shall acquire and maintain, for the duration of the contract period the following insurances with listed minimum coverages:

A. **Comprehensive Commercial General Liability:** The Respondent/Selected Firm shall provide minimum limits of $1,000,000 each occurrence, $2,000,000 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of San Juan" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

B. **Business Automobile Liability:** The Respondent/Selected Firm shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

Applicable as long as no fragile or perishable products are transported; otherwise, Cargo Insurance is required.

This policy of insurance shall name the "City of San Juan" as an additional insured.

C. **Umbrella/Excess Liability:** Respondent/Selected Firm shall provide umbrella/excess coverage with

limits of no less than $1,000,000 excess of Commercial General Liability, Employer's Liability and Auto Liability.

D. **Workers' Compensation:** The respondent/selected firm shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than $1,000,000 per accident for bodily injury by accident; $1,000,000 policy limit by disease; and $1,000,000 per employee for bodily injury by disease."

E. **Other Provisions:** All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g., Moody's, Standard & Poor's). The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Acord Form 25. All insurance requirements are imposed and must be complied with by any and all sub-contractors, and/or lower-tier sub-contractors. A copy of endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.

To enable the City to efficiently evaluate the responses, it is important that the respondents follow the required format in preparing their responses. Responses that do not conform to the prescribed format may not be evaluated.

One (1) original, Two (2) copies of the responses shall be bound to ensure pages are not lost and One (1) Electronic format. Pages shall be no larger than letter size (8 ½" by 11") or, if folded to that dimension, twice letter size (11" by 17") each section (defined below) shall be separated by a tabbed divider. Elaborate covers and permanent binders are not required.

CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Please include an outside cover and/or first page, containing the name of the Project.

A table of contents should be next, followed by dividers separating each of the following sections:

- **Divider #1: Letters**

  The first page following the divider shall be a letter transmitting the response of the City and stating that the proposal set forth in it remains effective for a period of 90 calendar days. At least one copy of the transmittal letter shall contain the original signature of a partner, principal, or officer of the respondent.

- **Divider #2: Firm Information**

  a. Firm name, addresses, and telephone numbers of all firm offices.
  b. Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
  c. Year's firm has been in business.
  d. Name of principals in firm.
  e. Primary contact.
  f. Organizational description.
  g. Description of firm's philosophy.

- **Divider #3: General Firm History/Qualifications**

  a. A brief history of the Engineering Firm and the services routinely provided in-house on municipal (or related) street projects.
  b. The resume of person to be assigned to the project with his/her prospective role and identified engineer is registered in the State of Texas.

- **Divider #4: Financial and Legal Status**

  a. List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed.
  b. List all litigation against or involving the firm or its agents or employees with respect to any work performed.
  c. All insurance coverage that the firm has which would be applicable to the work.

- **Divider #5: Experience and References**

  a. Discussion of Engineer's experience in working with government Agencies.
  b. List of all representative Municipal and Governmental Projects, whether ongoing or completed, including references. Please begin with projects in Texas. For each, please provide:

     i. Project name and location
     ii. Year completed
     iii. Short description of project
     iv. Name, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of project
     v. Cost of Construction for project
     vi. Names, addresses and telephone numbers of general contractor and engineer
     vii. Design and construction cost and whether or not it was completed on time

  c. List of all project currently under contract

- **Divider #6: Management and Organizational Approach**

  On two pages or less, please describe your management and organization approach to the project. The following should be addressed within this description:

  a. Describe your firm's understanding of the project.
  b. Describe how the firm will organize to perform the services.
  c. Describe how the firm will solicit in the programming and design phases the interested stakeholders. This includes community residents, city commission, staff and users.
  d. Provide procedures for assisting in the development of project scheduling, coordination of consultants, quality and cost control.
  e. Describe the Engineering team's approach to communication with the City.
  f. Description of Engineer's approach to code analysis and jurisdictional approvals.

Firm is responsible for registering by email for notice of addendums.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFQ. Firm accepts all terms of the RFQ submittal process by signing this letter of interest and making the RFQ submittal.

This RFQ shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm's Name: Brownstone Consultants, LLC

Authorized Signature:

Print Name: Carlos Del Angel

Title: Managing Partner

Date: 03/16/2023

Telephone: 956-307-3057

E-Mail: carlos@bstone.biz

STATEMENT OF QUALIFICATIONS FOR:

Engineering Services

RFQ No. 23-010-03-16

CITY OF SAN JUAN | MARCH 16, 2023

Table of Contents

2 **Section 1 Letters**

3 **Section 2 Firm Information**

8 **Section 3 General Firm History/Qualifications**

Geotechnical Engineering Services 8
Construction Materials Testing 9
Subcontractors 16
Length of Response Time 16

17 **Section 4 Financial and Legal Status**

19 **Section 5 Experience and References**

Geotechnical Engineering 19
Construction Materials Testing 21
City of San Juan Projects 23
Current Projects Under Contract 24
References 25

27 **Section 6 Management and Organizational Approach**

Quick Response Regarding Testing Requests & Reports 28

29 **Section 7 Required Forms**

Information contained in this response to RFQ No. 23-010-03-16 and any supplemental information submitted during the selection, negotiation or contracting phases may contain confidential and proprietary information belonging to Raba Kistner. Disclosure of this information would reveal Raba Kistner's individual approach, including methods employed for investigation, examination, assessment and analysis, processes and procedures. Confidential and proprietary information should not be disclosed in response to a request for information submitted under Chapter 552, Texas Government Code. Raba Kistner has made all reasonable efforts to highlight, separate or otherwise indicate information to be excepted from disclosure due to its confidential and/or proprietary nature. Information not designated as proprietary or confidential may still be subject to an exception from disclosure.

RABA KISTNER
800 East Hackberry
McAllen, TX 78501

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257

WWW.RKCI.COM

March 16, 2023

City of San Juan
Attn: Lori A. Maldonado, Purchasing Agent
709 S. Nebraska Ave.
San Juan, Texas 78589-2649

Ref: Request For Qualifications (RFQ) #23-010-03-16 Engineering Services

Dear Ms. Maldonado,

Raba Kistner, Inc. (Raba Kistner) is pleased to present our company's extensive expertise and unique qualifications to the City of San Juan to provide Professional Engineering Services for the above referenced RFQ. We are confident that we can provide the City of San Juan with quality services based on our over 55 years of continued engineering services in Texas. Raba Kistner would like to submit for the following services:

- Geotechnical Engineering
- Construction Materials Testing

Raba Kistner has one of the largest geotechnical engineering and construction materials engineering and project management staff in the State, and has the necessary staff and equipment for your projects. Our team has successfully and continuously tailored cost-effective scopes of service to fit individual projects' unique requirements. Our staff strives to be responsive to our clients' schedules, comprehensive in their scope, and realistic and cost-conscious in their recommendations.

Raba Kistner has played an integral role in the expansion of the Rio Grande Valley since 1991, and in improving the quality of life of its citizens. We have two primary local facilities—offices in McAllen and Brownsville. The McAllen facility, the largest in the Valley, has more than 5,200 square feet of air conditioned space encompassing advanced technology in the geotechnical and materials testing laboratory. We are honored that public agencies and businesses in the Valley have recognized our engineering capabilities and have allowed us the opportunity to provide consultation on their projects. This local familiarity adds to the quality of services we are able to provide to the City of San Juan. Our experience has given us a wealth of knowledge about local conditions, Raba Kistner would like to apply its 55 years of local knowledge and experience to help the City of San Juan realize its vision of being leaders in delivering reliable services to the community

We have carefully reviewed and understand the requirements of your Request for Qualifications, evaluated the availability of key staff and are available and 100% committed to this project. This proposal remians effective for a period of 90 calendar days. If you have any questions, please contact me at 956.682.5332 or kleonard@rkci.com. Thank you!

Respectfully,

Katrin Leonard, PE
Vice President

CONFIDENTIAL AND PROPRIETARY INFORMATION

Section 2 Firm Information

FIRM: Raba Kistner, Inc.
ADDRESS: 800 E. Hackberry
McAllen, Texas 78501
PHONE: (956) 682-5332
FAX: (956) 682-5487
CONTACT: Katrin Leonard, PE
Vice President
E-MAIL: kleonard@rkci.com
WEBSITE: www.rkci.com

Raba Kistner is recognized as one of the Southwest's largest consulting firms offering our engineering specialties. We provide professional Program and Project Management services and self-perform:

- Construction Materials Engineering, Testing, and Observation;
- Geotechnical Engineering;
- Building Envelope Testing and Consulting
- Environmental Permitting; and
- Cultural Resources

Our multi-disciplined team consists of civil, environmental, geotechnical, materials, and facilities engineers; LEED APs; environmental geologists; scientists; archaeologists; technicians; and support personnel.

More than 75% of our team holds licensure or certifications in their areas of expertise. Furthermore, Raba Kistner's Geotechnical and Construction Materials Engineering and Testing staff and laboratories are among the largest in the State.

— HISTORY

Raba Kistner has played an integral role in the expansion of the Rio Grande Valley since 1991, and in improving the quality of life of its citizens. We have two primary local facilities—offices in McAllen and Brownsville. The McAllen facility, the largest in the Valley, has more than 5,200 square feet of air-conditioned space encompassing advanced technology in the geotechnical and materials testing laboratory. We are honored that public agencies and businesses in the Valley have recognized our engineering capabilities and have allowed us the opportunity to provide consultation on their projects. This local familiarity adds to the quality of services we are able to provide to the City of San Juan.

Raba Kistner's internal policies, procedures, and plans have been proven to ensure the delivery of high quality services to our clients, and include the following:

- **Qualified Technical Staff and Continued Education Policy**
- **Quality Control/Quality Assurance Procedures**
- **Professional Development and Project Management Tools**
- **The very core of Raba Kistner: the importance we place on our most highly valued asset — our employees — and our culture of employee safety.**

Qualified Technical Staff

Raba Kistner provides a wide variety of professional consulting services throughout Texas and the Southwestern US. Our technical staff is uniquely qualified to perform a wide range of services that may be required for your projects and programs. Our staff hold professional licenses and specialized certifications in their areas of expertise and competency. This expertise, coupled with the efficient use of vast company resources and partnerships, enhances our ability to address complicated project issues and provide rapid response to client requests.

The Raba Kistner team employs staff who are qualified and degreed (Bachelors, Masters, and Doctorate), trained, or otherwise certified in Civil Engineering, Geotechnical Engineering, Geological Engineering, Structural Engineering, Architectural Engineering, Welding Inspection, Biological Sciences, Environmental Science, Environmental Planning, Geology, Anthropology, Archaeology, Historic Preservation, Geographic Information Systems (GIS), Urban and Regional Planning, and other disciplines.

Relevant registrations and certifications across the Raba Kistner team include:

- Professional Engineers (PE)
- American Institute Certified of Planners (AICP)
- Professional Geologists (PG)
- Project Management Professionals (PMP)
- Registered Professional Archaeologists (RPA)
- Wetland Training Institute (WTI)-trained Wetland Delineators
- Certified Welding Inspectors (CWI)
- American Concrete Institute (ACI)
- TCEQ GPS Training Certifications

Office Locations

In addition to our headquarters, we have established offices throughout South Texas in close proximity to the City of San Juan. Our McAllen office will be the primary point of service for this project.

Safety: At the Core of Raba Kistner

Our commitment to engineering excellence is matched only by our company-wide focus on safety. This commitment is important to every Raba Kistner employee, our vendors and partners, and our clients. Our Safety Program, driven by three basic processes — Employee Training, Safety Measurements, and Continuous Improvement — is designed to meet the needs of our regular business and yet flexible to address the changing needs of the companies and organizations with which we do business.

Availability of Resources to accomplish work

Raba Kistner commits to providing high quality services. What sets Raba Kistner apart from the rest is our depth of resources and our desire to please clients. Our project team is comprised of leaders ready to serve your needs. They establish forums for open dialogue and direct lines of communication. This allows for staff and resources to focus attention on projects as requested. We have mobility, enthusiasm and knowledge within the field of Engineering Consulting and are looking forward to serving as an extension of your team.

Certifications & Accreditations

Raba Kistner's engineering staff and independent laboratories are among the largest and most thoroughly equipped. All of our materials laboratories meet rigorous standards for testing and analysis procedures and advanced equipment calibration. We serve in leadership roles and are accredited by and/or affiliated with:

- American Association of State Highway and Transportation Officials (AASHTO)
- US Army Corps of Engineers (USACE)
- American Society for Testing of Materials (ASTM E 329)
- Geoprofessional Business Association (GBA)
- National Institute for Standards and Technology (NIST)
- Texas Council of Engineering Laboratories (TCEL)
- American Association for Laboratory Accreditation (A2LA)

The American Association of State Highway and Transportation Officials (AASHTO), the U.S. Army Corps of Engineers (USACE), and the American Association for Laboratory Accreditation (A2LA) have accredited our facilities in asphalt, concrete, aggregate and soils—few laboratories in Texas have earned this distinction.

Laboratory Testing Equipment

Our geotechnical laboratory is equipped with standard test equipment to conduct soil classification tests such as Atterberg Limits, mechanical and hydrometer grain size distribution and strength tests including unconfined compression, un-drained triaxial compression, and direct shear. The lab also conducts other complex tests such as triaxial compression with pore pressure measurements, consolidation tests, permeability tests, swell and pressure-swell tests, and field and laboratory CBR determinations.regate Testing, Soils, and Hot Mix Asphalt.

Corporate PE License

Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

Raba Kistner, Inc.

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-3257

Expiration Date
1/31/2024

AASHTO Laboratory Accreditation

AASHTO ACCREDITED

CERTIFICATE OF ACCREDITATION

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
AASHTO

Raba Kistner, Inc.

in

McAllen, Texas, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).

Jim Tymon,
AASHTO Executive Director

Moe Jamshidi,
AASHTO COMP Chair

This certificate was generated on 04/20/2021 at 3:38 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

Section 3 General Firm History/Qualifications

— HISTORY

Raba Kistner has played an integral role in the expansion of the Rio Grande Valley since 1991, and in improving the quality of life of its citizens. We have two primary local facilities—offices in McAllen and Brownsville. The McAllen facility, the largest in the Valley, has more than 5,200 square feet of air-conditioned space encompassing advanced technology in the geotechnical and materials testing laboratory. We are honored that public agencies and businesses in the Valley have recognized our engineering capabilities and have allowed us the opportunity to provide consultation on their projects. This local familiarity adds to the quality of services we are able to provide to the City of San Juan.

Geotechnical Engineering Services

Raba Kistner's goal is to improve our clients' project performance by putting our extensive geotechnical engineering experience to work. Since 1968, we have developed engineering solutions for complex surface and subsurface conditions.

Our professionals clearly understand the interrelationship between our geologic environment and the objectives of clients. Over the past 55 years, our geotechnical team has successfully and continuously tailored cost-effective scopes of service to fit individual project's unique requirements. We take advantage of advanced technology including geophysical surveys and pressure meter testing.

Raba Kistner's staff serves a broad market. Clients receive the advantage of our shared experience between markets and one of the largest archives of geotechnical data. We tackle site conditions ranging from coastal sands to expansive clay soils to rock formations. Raba Kistner's geotechnical footprint has marked distribution and retail centers, high rise structures, sports arenas, and convention centers. We have served numerous educational and healthcare campuses, military installations, and international airports. Our team has also worked closely with clients on regional water/wastewater utilities and energy transmission systems, first-in-the-state transportation initiatives, and major industrial and manufacturing facilities.

Raba Kistner's professionals strive to be responsive to our clients' schedules, comprehensive in our scoping, and realistic and cost conscious in our recommendations.Identifying subsurface conditions and understanding their impact on construction and performance are critical issues on any project. Underground conditions represent risk, and Raba Kistner reduces those risks by putting our geotechnical engineering and geotechnical testing experience to work. Our expertise includes field exploration services, laboratory testing, and engineering evaluation and reporting. We have worked on large, significant projects, and have tailored cost-effective services for each.

Raba Kistner has one of the largest archives of geotechnical data in the Southwest. We tackle site conditions ranging from coastal sands to expansive clay soils to rock formations, and our geotechnical footprint has marked retail centers, sports arenas, convention centers, education and healthcare campuses, military installations, international airports, energy transmission systems, and much more. For each, we utilize our accredited and/or certified laboratories, innovative techniques and equipment, vast experience, and ingenuity to create effective solutions. **Specialty Geotechnical Testing Services:**

- Pressuremeter Studies
- Soil and Rock Instrumentation
- Conductivity Testing
- Resistivity Testing
- Refraction Microtremor (ReMi®)
- Ground Penetrating Radar
- Various Specialty Services

Construction Materials Testing

Private and public sector clients trust Raba Kistner for quality, reliable, timely Construction Materials Engineering and Testing services. Our team of trained, experienced professional engineers and field technicians partner with clients to minimize costly construction delays and future project performance problems.

Raba Kistner designs a Quality Assurance/Quality Control (QA/QC) program specific to each project that focuses on the quality and suitability of materials used in construction as well as the quality of workmanship. This attention to detail is reviewed by field representatives who earned certifications from the American Concrete Institute (ACI) and National Institute for Certification in Engineering Technologies (NICET).

Communicating with our clients, Materials Testing technicians operate on an agreed schedule and with minimal disruption to active sites. Our level of staffing and resources allow us to respond to projects with short deadlines. Because the accuracy of laboratory results depends upon quality samples being obtained in the field, samples are collected following standard procedures. In-house, seasoned professionals and technicians conduct the required tests.

SERVICES

- Concrete Strength Testing
- Soil and Aggregate Testing
- Post-Tensioned Concrete Testing
- Structural and Reinforcing Steel Testing
- Asphalt Laboratory and Field Testing
- Portland Cement and Fly Ash Testing
- Soils Characterization and Compaction Testing
- Reinforcing Steel Observation and Testing
- Alkali Silica Reactivity
- Failure and Causation Analyses of Materials
- Asphalt Concrete Mix Designs (including Super-Pave)
- High Performance Concrete Mix Designs
- Vibration and Blast Monitoring
- In-Place/Non-Destructive Testing of Concrete
- British Pendulum Aggregate Friction Testing
- Pile Load Testing
- Chloride Ion Permeability Testing
- Concrete Freeze-Thaw Testing
- Precast Structural Elements Testing
- Concrete Chemical Admixtures Testing
- Customized Testing, upon request

From water/wastewater facilities to power plants, Raba Kistner has provided a range of construction materials engineering, testing, and observation services. Other projects range from international airports to foundation reinforcement for urban high-rise facilities. Our engineers and technicians have provided foundation design and made construction materials recommendations for educational and healthcare campus expansions, construction of convention centers, sports complexes, and retail centers.

Before and during construction, Raba Kistner has earned a reputation for timely service in several key areas including: Earthwork, Foundations, Structures, Pavements, Mechanical Systems, Roofs and Building Sciences.

— LABORATORIES ACCREDITATION

Our materials laboratories meet rigorous standards for testing and analysis procedures and advanced equipment calibration. Additionally, we have extensive experience in establishing job site laboratory facilities. The American Association of State Highway and Transportation Officials (AASHTO), the U.S. Army Corps of Engineers (USACE), and the American Association for Laboratory Accreditation (A2LA) have accredited our facilities in asphalt, concrete, aggregate and soils—few laboratories in Texas have earned this distinction.

— STRUCTURAL STEEL AND PIPING INSPECTION AND TESTING

Our staff of Certified Welding Inspectors (CWIs) and Non-Destructive Testing Technicians (NDT) provide Structural Steel and Mechanical Piping Inspection and Testing. Raba Kistner Consultants provides our clients with qualified, knowledgeable professional and technical personnel to qualify welding procedures, to qualify project welders, and to perform required inspections and evaluations of both structural and piping welded connections by visual and non-destructive methods. Our experienced staff verifies that structural steel bolted connections have been properly installed. These services are performed for Buildings, Bridges, Precast Parking Garages, Mechanical Piping, Process Piping, Utility Pipelines, and Oil and Gas Pipelines.

Standard services include:

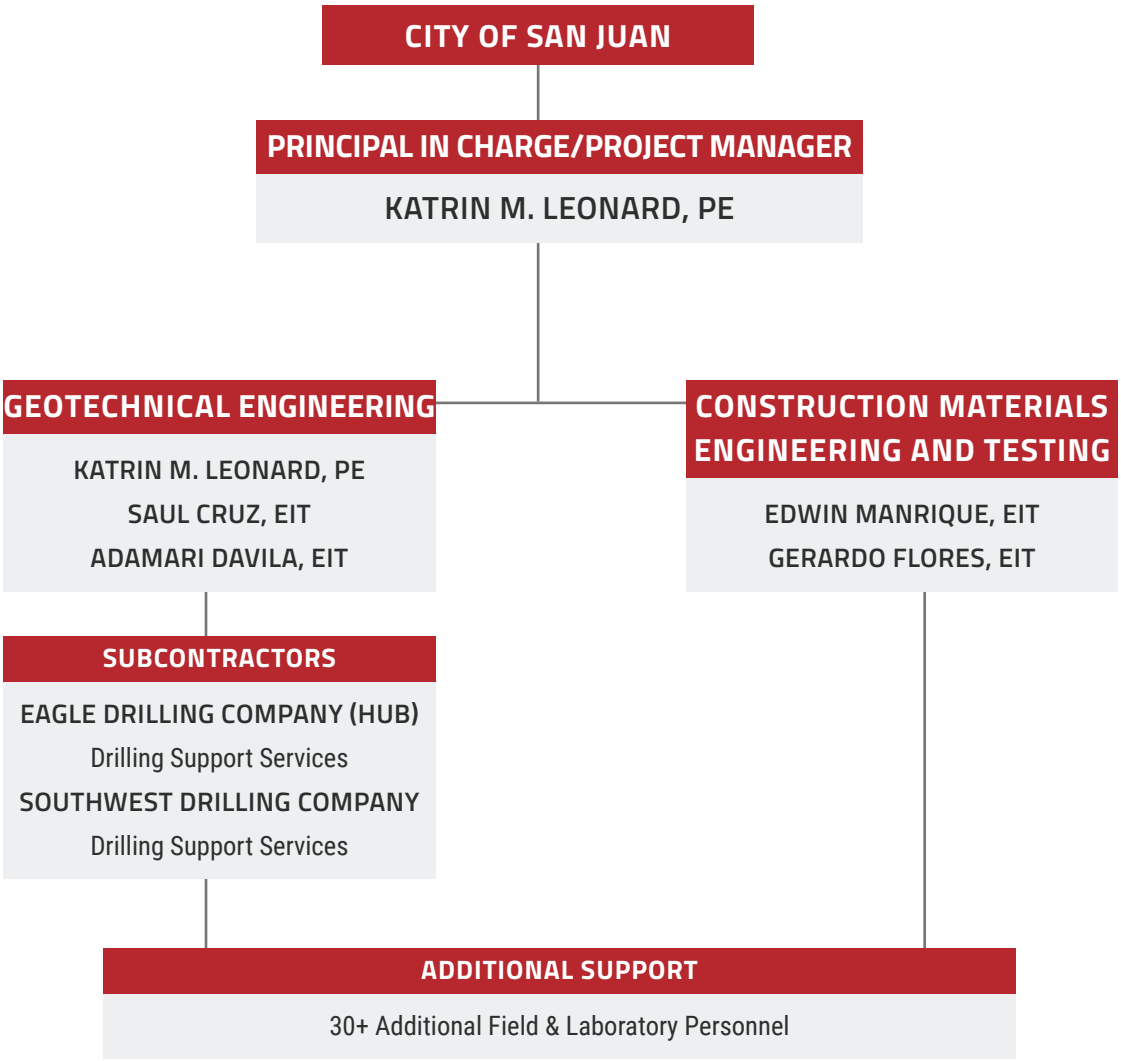
- Certified Welding Inspection (Weld Testing)
- Magnetic Particle Testing
- Ultrasonic Testing of Welds
- Dye Penetrant Testing of Welds
- Torque Testing of Structural Steel Connections
- Ultrasonic Thickness Evaluation
- Tensile and Hardness Testing of Steel
- HDPE Pipe Joint Fusion
- Quality Control Audits of Steel Fabricators

KEY PERSONNEL

All employees outlined within this Statement of Qualifications are completely designated to these City of San Juan projects and are 100% available for all project needs. Additional resources are available as needed and required. Raba Kistner has more than 650 employees in twelve different offices company-wide that are available as resources for these City of San Juan projects. With the necessary technology and communications systems in place, we are able to move work through each of our offices and have the added capability of additional staff available to QA/QC our work performed.

Our current workload is such that all proposed personnel can begin assignments for these projects immediately upon notice to proceed. Our project staffing requirements are very dynamic, and we have adequate field and support personnel to service the various projects associated with this SOQ due to staff flexibility and versatility.

ORGANIZATIONAL CHART



Resumes

AREAS OF EXPERTISE
Geotechnical Engineering
Construction Materials Engineering
Facilities Engineering

YEARS OF EXPERIENCE
24 years

REGISTRATION
Professional Engineer:
Texas No. 95810

EDUCATION
B.S., Civil Engineering
Carleton University, Ontario, 1999

AVAILABILITY
45%

Katrin Leonard, PE

VICE PRESIDENT

PROJECT ROLE: PROJECT MANAGER & GEOTECHNICAL TASK LEADER

Ms. Leonard is recognized for her commitment to meeting client objectives for prompt and practical facilities engineering solutions. As Vice President of Raba Kistner's Rio Grande offices, she has assumed progressive responsibility in management, administration, and coordination of geotechnical and facilities services throughout South Texas, the Texas/México border, and Northern México.

Ms. Leonard earned her Bachelor of Science degree in Civil Engineering from Carleton University in Ontario, Canada. She is registered as a Professional Engineer by the State of Texas.

On a day-to-day basis, Ms. Leonard provides project management in several areas of facilities engineering. Her project assignments address subsurface reconnaissance studies, soil investigations, residential observation, and foundation and pavement design recommendations. Her responsibilities include preparation, design and analysis, and review of plans, specifications, reports, and cost and quantity estimates for industrial, commercial, residential, and educational projects.

Ms. Leonard has had the opportunity to excel at a diversity of significant projects. Working as a team and on her own, she has experience in project management/administration of numerous educational and institutional health facilities, bank buildings, retail shopping centers, water and wastewater treatment plants for city and state Economically Distressed Area Programs, and transportation efforts, including airports, communication towers, and streets.

Ms. Leonard is dedicated to her profession and community. She volunteers time to numerous organizations and continues to enhance her engineering qualifications through regular participation in professional training seminars.

Saul Cruz, EIT

ENGINEER IN TRAINING

PROJECT ROLE: GEOTECHNICAL SUPPORT PERSONNEL

Mr. Cruz works with Raba Kistner's Rio Grande Valley operations as an Engineer in Training. Under the direction of professional engineers, within the company, he is responsible for performing geotechnical, facilities and construction materials engineering investigations and report preparation. Mr. Cruz has experience working with the City of McAllen and the City of Pharr where he worked as an engineering intern. On a day-to-day basis, Mr. Cruz provides engineering support and manages a variety of projects and investigations, which include engineering observation at new and existing building sites, direction and oversight of field and exploration staff and subcontractors for field services, and pier and foundation inspection. Mr. Cruz is also responsible for classification of samples, assignment of testing regimens in the laboratory, interpretation of engineering data, performing engineering calculations and analysis, and report preparation.

AREAS OF EXPERTISE
Geotechnical Engineering
Construction Materials Engineering and Testing

YEARS OF EXPERIENCE
9 years

REGISTRATIONS
Engineer-in-Training:
Texas No. 65436

EDUCATION
B.S., Civil Engineering
University of Texas - Pan American, 2013

PROFESSIONAL MEMBERSHIPS
American Society of Civil Engineers (ASCE), Member

AVAILABILITY
45%

CONFIDENTIAL AND PROPRIETARY INFORMATION

Edwin Manrique

GRADUATE ENGINEER

ROLE: CONSTRUCTION MATERIALS TESTING PROJECT MANAGER

AREAS OF EXPERTISE
Geotechnical Engineering
Construction Materials Engineering and Testing

YEARS OF EXPERIENCE
4 years

PROFESSIONAL MEMBERSHIPS
American Society of Civil Engineers (ASCE), Member

Society of Hispanic Professional Engineers and Mexican American Engineering Society Member

EDUCATION
B.S., Civil Engineering
Texas A&M University, Kingsville, 2018

Mr. Manrique serves as a Graduate Engineer in the Rio Grande Valley. In this role, his primary responsibilities include performing geotechnical, facilities, and materials engineering investigations and report preparation, as well as foundation design under the guidance of senior professional engineers.

On a day-to-day basis, Mr. Manrique provides engineering support and manages a variety of projects and investigations, which include engineering observation at new and existing building sites, direction and oversight of field and exploration staff and subcontractors for field services, and pier and foundation inspection. Mr. Manrique is also responsible for classification of samples, assignment of testing regimens in the laboratory, interpretation of engineering data, performing engineering calculations and analysis, and report preparation.

Mr. Manrique's work addresses diversified private and public sector projects. His current assignments include performing field logging activities if engineering supervision is required during drilling operations, performing data collection and field observations on facilities and forensics projects, classifying soil samples in the laboratory, preparing hand written logs, and submitting for preparation of finished boring logs. In addition, he prepares laboratory testing assignments on projects in accordance with the testing program established in the proposal. He also analyzes field data and laboratory test results and performs calculations necessary for completion of engineering reports.

Mr. Manrique has worked in a variety of settings throughout the industry giving him well-rounded experience. Mr. Manrique's work contributes to success in helping clients select appropriate means and methods for achieving their project objectives.

CONFIDENTIAL AND PROPRIETARY INFORMATION

Gerardo Flores

ENGINEER IN TRAINING

PROJECT ROLE: CONSTRUCTION MATERIALS TESTING SUPPORT PERSONNEL

Mr. Flores works with Raba Kistner's Rio Grande Valley operations as an Engineer in Training. He is responsible for performing geotechnical, facilities and construction materials engineering investigations and report preparation.

Mr. Flores has experience writing proposals to estimate the cost of services that was provided in particular geotechnical investigation and construction materials testing projects. Mr. Flores conducted field geotechnical investigations as field representative, safety officer and soil and rock logger. He also managed small construction materials testing projects with budgets up to $50,000 and wrote field reports mainly moisture-density relationship reports, compressive strength reports, soil field, density reports, weekly observation reports and concrete placement reports.

On a day-to-day basis, Mr. Flores provides engineering support and manages a variety of projects and investigations, which include engineering observation at new and existing building sites, direction and oversight of field and exploration staff and subcontractors for field services, and pier and foundation inspection. Mr. Flores also has performed Phase I Environmental Site Assessments on several projects in Mexico and in McAllen, TX.

Mr. Flores is also responsible for classification of samples, assignment of testing regimens in the laboratory, interpretation of engineering data, performing engineering calculations and analysis, and report preparation.

AREAS OF EXPERTISE
Geotechnical Engineering
Construction Materials Engineering and Testing

YEARS OF EXPERIENCE
4 years

REGISTRATIONS
Engineer-in-Training:
Texas No. 71889

CERTIFICATIONS
ACI Concrete Field Testing Technician - Grade I
SB101 Materials Properties Specialist (TxDOT)
Portable Nuclear Gauge Safety
U.S. DOT Hazmat

EDUCATION
B.S., Civil Engineering
University of Texas - Rio Grande Valley, 2018

AVAILABILITY
65%

Subcontractors

Eagle Drilling, Inc. - 10% of Contract

Eagle Drilling, Inc. was founded in August 1991. Eagle Drilling has worked on more than 500 geotechnical engineering projects with Raba Kistner over the last five years as Raba Kistner 's primary driller in the South Texas region. If needed, with three fully staffed drilling rigs, Eagle Drilling has the ability to meet the necessary drilling equipment to support this project.

Eagle Drilling, Inc. meets HUB/DBE/MBE/WBE qualifications.

Southwest Drilling Company - 10% of Contract

Southwest Drilling Company was formed in 1998 and works with Raba Kistner on many South Texas Projects. Raba Kistner and Southwest Drilling Company have worked on over 150 geotechnical engineering projects together as Raba Kistner's primary driller in the Rio Grande Valley area.

Mr. Santiago G. Gonzalez manages pre-drilling activities for all geotechnical engineering and/or other subsurface exploration projects handled by engineering companies, as well as providing technical support for projects involving complex geology. He has experience in managing a large scale fleet of drill rigs and a full drilling staff, coupled with an extensive geological knowledge, make him uniquely qualified to coordinate field services for geologic and geotechnical engineering projects.

Mr. Gonzalez has worked as a geotechnical driller for more than 19 years. He established his drilling company in 1997 and works extensively with Raba Kistner on many South Texas drilling projects.

We have worked very closely with both Eagle Drilling Copmany and Southwest Drilling Company for numerous years and are confident both firms will be able to perform quality drilling activities for Raba Kistner and Webb County on a timely basis.

Length of Response Time

Our current workload will allow for full application of our assigned staff and company resources to meet your schedule and deadlines. Having a record of engineering and consulting services for public agencies, we are familiar with your timing and fiscal constraints and understand the sensitivity required for service turnaround time and scheduling with public projects. Our staff is ready to take on new assignments now and can provide a price proposal and begin work immediately after receiving your authorization to proceed.

Section 4 Financial and Legal Status

LITIGATION STATEMENT

Raba Kistner, Inc. (Raba Kistner) performs more than 1,000 projects a year across the state of Texas involving highly complex and expensive projects often exceeding $500 million and is occasionally listed as a related defendant in legal proceedings. Raba Kistner has been in business 54 consecutive years. We are currently not involved in any litigation whose outcome in any way would impact our ability to provide the services that Raba Kistner routinely performs for our clients, including the services listed in this RFQ. We vigorously defend each allegation and, to date, have not been found liable as a result on any lawsuit.

Amount of professional liability insurance coverage carried by your firm.

CARRIER: Aon Risk Services Southwest
AGENT: American Guarantee & Liability Insurance Company
AMOUNT: $2 Million (Professional Liability)
EXPIRATION: October 31, 2023
COVERAGE: Maintained since 1968

Name and phone number of persons to contact at the bank where the firm does business

JP MORGAN CHASE BANK

Collin Degge, Vice President
1020 NE Loop 410, Suite 100W
San Antonio, Texas 78209
Phone: (210) 841-7025

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/27/2022

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Allied World Surplus Lines Insurance Co	24319
INSURER B:	Zurich American Ins Co	16535
INSURER C:	American Guarantee & Liability Ins Co	26247
INSURER D:	Ironshore Specialty Insurance Company	25445
INSURER E:		
INSURER F:		

INSURED
Raba Kistner, Inc.
12821 West Golden Lane
San Antonio TX 78249 USA

COVERAGES **CERTIFICATE NUMBER:** 570096258989 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL0030509702	10/31/2021	12/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $5,000 $2,000,000 $5,000,000 $4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 0305096 03	10/31/2022	10/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			AUC037275302	10/31/2021	12/31/2022	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC030509503	10/31/2022	10/31/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	E&O-PL-Primary			03121277 Claims Made SIR applies per policy terms & conditions	06/30/2021	12/31/2023	Aggregate Limit Each Claim	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER

Raba Kistner, Inc.
12821 West Golden Lane
San Antonio TX 78249 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570096258989

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Section 5 Experience and References

Raba Kistner has played an integral role in the expansion of Rio Grande Valley communities since 1991, and we have successfully provided environmental services, engineering, consulting and testing throughout the region to improve the quality of life of its citizens.

We have performed over 1,500 projects for city, county, and state entities in the Rio Grande Valley over the last 30 years. Our local familiarity adds to the quality of services we are able to provide our clients throughout the region. Our commitment to protecting our clients' interests remains constant. Used individually or collectively, Raba Kistner's services provide practical, on-time, on-budget solutions.

Over the last five years, our experience includes providing Engineering services to the following public entities:

- City of Alamo
- City of Alton
- City of Brownsville
- City of Donna
- City of Edinburg
- City of Harlingen
- City of Hidalgo
- City of La Joya
- City of Los Fresnos
- City of McAllen
- City of Mercedes
- City of Pharr
- City of Port Isabel
- City of San Juan
- City of Weslaco
- Cameron County
- Hidalgo County
- Hidalgo County Drainage District #1

Geotechnical Engineering

BOEYE RESERVOIR REDEVELOPMENT, MCALLEN, TEXAS

DATES: 2022
PRELIM ESTIMATES: $70,036
FINAL COST: $70,036 (fee)
CLIENT: City of McAllen
CONTACT: Mr. Richard Villarreal, P.E.
ADDRESS: 301 N. 15th Street, McAllen, Texas 78501
PHONE: 956-681-1151
DESCRIPTION: Raba Kistner is performing the Geotechnical Engineering services on the proposed redevelopment of the Boeye Reservoir.

UNIVERSAL ESTATES ALLEY PHARR, TEXAS

DATES: 2022
PRELIM ESTIMATES: $5,000
FINAL COST: $5,000 (fee)
CLIENT: City of Pharr

CONTACT: Ms. Maria L. Rangel, PE
ADDRESS: 118 S. Cage Blvd., 1st Floor, Pharr, Texas 78577
PHONE: 956-402-4242
DESCRIPTION: Raba Kistner performed the geotechnical study for this project.

PUBLIC SAFETY FACILITY, RIO GRANDE CITY, TEXAS

DATES: 2022
PRELIM ESTIMATES: $12,450
FINAL COST: Unknown at this time
CLIENT: City of Rio Grande City
CONTACT: Mr. C. Lopez c/o The Warren Group
ADDRESS: 804 S. Main Street, McAllen, Texas 78501
PHONE: 956-384-0981
DESCRIPTION: Raba Kistner is performed Geotechnical Engineering services for the new Public Safety Facility located in Rio Grande City, Texas.

PARKS & RECREATION YOUTH CTR, CITY OF SAN JUAN

DATES: 2022
PRELIM ESTIMATES: $6,000 (fee)
FINAL COST: Unknown at this time
CLIENT: City of San Juan
CONTACT: Mr. Daniel Tijerina
ADDRESS: 709 S. Nebraska Avenue, San Juan, Texas 78589
PHONE: 956-223-2220
DESCRIPTION: Raba Kistner is performed Geotechnical Engineering services for the new Youth Center for the Parks and Rec Department for the City of San Juan.

DE ZAVALA PARK, CITY OF EDINBURG

DATES: 2022
PRELIM ESTIMATES: $8,000 (fee)
FINAL COST: Unknown at this time
CLIENT: City of Edinburg
CONTACT: Mr. Mardoqueo Hinojosa, PE, CFM, CPM
ADDRESS: 415 W. University Drive, Edinburg, Texas 78539
PHONE: 956-388-8204
DESCRIPTION: Raba Kistner is performed Geotechnical Engineering services for the new De Zavala Park Improvements for the City of Edinburg.

Construction Materials Testing

LA RESERVA, CITY OF EDINBURG

DATES: 2020
PRELIM ESTIMATES: $57,602
FINAL COST: $57,602
CLIENT: City of Edinburg
CONTACT: Mr. Mardoqueo Hinojosa
ADDRESS: P.O. Box 1079, Edinburg, Texas 78540
PHONE: 956-388-8211
DESCRIPTION: Raba Kistner performed Construction Materials Engineering Testing and Inspection for this project.

HERITAGE ESTATES, CITY OF PHARR

DATES: 2022
PRELIM ESTIMATES: $7,651
FINAL COST: $7,651
CLIENT: City of Pharr
CONTACT: Mr. Ruben Alfaro
ADDRESS: 205 W. Park Avenue, Pharr, Texas 78577
PHONE: 956-402-4000
DESCRIPTION: Raba Kistner performed Construction Materials Engineering Testing and Inspection for this project.

JOSEFA GARCIA PARK, CITY OF ALTON

DATES: 2022
PRELIM ESTIMATES: $5,000
FINAL COST: $5,000
CLIENT: City of Alton
CONTACT: Mr. Jeff Underwood
ADDRESS: 509 S. Alton Boulevard Alton, Texas 78573
PHONE: 956-432-0760
DESCRIPTION: Raba Kistner performed Construction Materials Engineering Testing and Inspection for this project.

SOL ALEGRE SUBDIVISION PHASE I, CITY OF EDINBURG

DATES: 2022
PRELIM ESTIMATES: $70,422
FINAL COST: $70,422
CLIENT: City of Edinburg
CONTACT: Mr. Mardoqueo Hinojosa
ADDRESS: P.O. Box 1079, Edinburg, Texas 78540
PHONE: 956-388-8211
DESCRIPTION: Raba Kistner performed Construction Materials Engineering Testing and Inspection for this project.

CROCKETT ROAD IMPROVEMENTS, ALAMO, TEXAS

DATES: 2022
PRELIM ESTIMATES: $17,200
FINAL COST: $17,200
CLIENT: City of Alamo
CONTACT: Mr. Bobby Salinas
ADDRESS: 420 N. Tower Road Alamo, Texas 78516
PHONE: 956-787-0006
DESCRIPTION: Raba Kistner performed Construction Materials Engineering Testing and Inspection for this project

SPECIAL EDUCATION CENTER, MISSION, TEXAS

DATES: 2022
PRELIM ESTIMATES: $21,467
FINAL COST: $21,467
CLIENT: Mission CISD
CONTACT: Mr. Ricardo Rivera
ADDRESS: 520 Holland Avenue, Mission, Texas 78572
PHONE: 956-323-8963
DESCRIPTION: Raba Kistner performed Construction Materials Engineering Testing and Inspection for this project

City of San Juan Projects

PROJECT	SERVICE	YEAR
City of San Juan Oak Ridge	Construction Materials Testing	2023
City of San Juan Plantation Heights	Construction Materials Testing	2022
City of San Juan Hacienda	Construction Materials Testing	2022
Proposed Parks & Recreation Youth Center	Geotechnical Engineering	2022
City of San Juan Fire Station	Geotechnical Engineering	2022
City of San Juan Sioux Coves	Construction Materials Testing	2022
City of San Juan Cesar Heights	Construction Materials Testing	2021
City of San Juan Valley Ranch	Construction Materials Testing	2020
City of San Juan Sand Sieve	Construction Materials Testing	2020
City of San Juan Wastewater	Construction Materials Testing	2020
2018 Streets	Construction Materials Testing	2019
Belt Filter Press Building Addition	Construction Materials Testing	2019
WWTP & Recycling Center	Geotechnical Engineering	2019
Paving Reconstruction Improvements	Construction Materials Testing	2018
Minnesota Vegas Ranches	Construction Materials Testing	2018
City of San Juan Street Rehabilitation	Geotechnical Engineering	2018

Current Projects Under Contract

Raba Kistner has over 200 active projects throughout the organization. Below is a sampling of projects underway in the Rio Grande Valley Area. Because of the nature of these projects, many will be concluded in the next 90 days.

PROJECT	SERVICE	CLIENT
McAllen PUB - New Boeye Reservoir	Construction Materials Testing	McAllen Public Utility
Hidalgo County Pct. 1 Paving	Construction Materials Testing	Hidalgo County Precinct No.1
Shopps at Tres Lagos	Construction Materials Testing	City of McAllen
Campo del Sueño - Phase II	Construction Materials Testing	City of McAllen
City of Alton Shary Landing	Construction Materials Testing	City of Alton
Imperio Heights Subdivision	Construction Materials Testing	City of Alton
City of Edinburg Oak Hill	Construction Materials Testing	City of Edinburg
City of Edinburg - Veterans Blvd.	Construction Materials Testing	City of Edinburg
Structure Add-Sinton ISD HS	Geotechnical Engineering	Sinton ISd
Stagecoach Trail Rehab	Geotechnical Engineering	City of Brownsville
Avanti Subdivision	Construction Materials Testing	City of McAllen
Pioneer Estates	Construction Materials Testing	City of McAllen
Aqualina Subdivision Phase II	Construction Materials Testing	City of McAllen
Hidalgo County RMA Toll	Construction Materials Testing	Hidalgo County RMA
Mission CISD Baseball and Softball	Construction Materials Testing	Mission CISD
Josefa Garcia Park	Geotechnical Engineering	City of Alton

References

OWNER: City of McAllen
REPRESENTATIVE: Mr. Eduardo Mendoza, PE
ADDRESS: 1300 W Houston Avenue
McAllen, Texas 78501
PHONE: (956) 681-1151
PROJECTS/ROLE: Many Geotechnical and CoMET Projects performed for the City of McAllen, over 300 projects since 1991

OWNER: City of Harlingen
REPRESENTATIVE: Mr. Carlos Sanchez, PE, CPM, CFM
ADDRESS: 118 E. Tyler
Harlingen, Texas 78550
PHONE: (956) 216-5015
PROJECTS/ROLE: Multiple Geotechnical and CoMET Projects, including over 10 projects since the 1990s

OWNER: City of Weslaco
REPRESENTATIVE: Mr. Mike R. Perez
ADDRESS: 255 South Kansas Avenue
Weslaco, Texas 78596
PHONE: (956) 968-3181
PROJECTS/ROLE: Multiple Geotechnical and CoMET Projects, including 19 projects since 2012

What Our Clients Say About Us

"Provided the final report in a timely manner."

"Staff were constantly in contact with us and provided us with updated information prior to the final report."

"Met our schedule in a timely manner."

"The staff at the McAllen branch are always available and professional on all our projects."

– SOUTH TEXAS COLLEGE

"I've used Raba Kistner on two separate occasions to complete coring work and both times the work was done quickly and well."

– AUSTIN ISD

"Excellent services, very professional and helped us with the time limit that we had."

– CITY OF BROWNSVILLE

"Great service provided!"

– WESLACO ISD

"Your personnel have assisted us with advice on frequency of testing and have attempted to consolidate visits for various testing activities required."

– HARLINGEN CISD

As always, Raba Kistner consistently delivers high quality Geotechnical and Materials Testing Services to the District... we are very pleased with the quality of the RKCI services and look forward to future projects together."

– North East ISD

"The project was completed in a timely manner."

"The testing and reports were provided to us in a timely manner."

– CITY OF HARLINGEN

"The staff at Raba, are always ready to go over and beyond all of the projects that are contracted to do"

"They are friendly and knowledgeable on all aspects of construction."

"Raba reports are very good, and are received on time"

– NORTHSIDE ISD

Section 6 Management and Organizational Approach

Being Responsive to the City of San Juan's Needs

The following is a general outline of steps to be taken for all project requests:

- City requests services from Raba Kistner.
- Raba Kistner Project Manager collaborates with City and Raba Kistner staff to define work scope, budget and schedule.
- Project Manager assembles team to accomplish work scope.
- Project Manager reviews the scope, budget and schedule with team members and conducts "mission planning" to address project objectives

Typically, Raba Kistner's services are on an on-call basis and usually we are able to respond to requests within 24 hours.

Geotechnical Engineering Approach

Close coordination and communication with the City of San Juan representatives and Raba Kistner technical staff will be key to the successful execution of work under this contract. Raba Kistner's Project Manager will be available on a continuous basis during extended hours, seven days a week, to receive requests from the City of San Juan and coordinate with the appropriate technical staff and agencies for the execution of each assignment. Once a task is requested, Raba Kistner will provide the City of San Juan with a scope, fee and schedule, then internally make the assignment to our staff. The assignment will be completed in coordination with the City of San Juan staff and regulatory authorities, as is appropriate, within the agreed schedule.

Construction Materials Engineering and Testing Approach

Typically, Raba Kistner's services are on an on-call basis and usually we are able to respond to requests within 24 hours, and sometimes within hours. Depending on the laboratoy testing performed, there is a specific time frame required to complete the tests. Generally, routine laboratory tests, such as Atterberg Limits test, sieve analysis, and moisture-density relationship tests are completed within three to four days. Asphalt laboratory testing is generally completed within two to three days. Because concrete mix designs usually require 28-day compressive strength test results, these tests are normally performed at least 1 ½ to 2 months prior to being needed.

Raba Kistner understands that our tests and field reports are required for the contractor to move on to the next phase, so a concerted effort is put forth to provide report turnaround time in an acceptable time-frame. Depending on the schedule of the project, we can work with the client to expedite our tests and report generation. Further, as part of our inspection services, Raba Kistner will provide the City of San Juan with the appropriate documentation regarding deficient test results or non-compliant work

elements. Prefinalindependent inspections have proven to be very effective. These help prepare the owner prior to final walk-through. Raba Kistner will help the City of San Juan achieve project completion through proactive inspections. A binder containing copies of all inspection reports will be submitted to the City of San Juan prior to closing each Task Order, if requested.

Understanding of Project's Potential Problems

Based on the geologic evidence and our experience with residential, school, commercial, municipal, county, state, and federal projects in the City of San Juan, the subsurface stratigraphy can generally be described by plastic to highly plastic, clays intermixed with non-plastic to marginally plastic, silts and sands. The highly plastic clay soils have a high potential for large swell and shrink that may cause foundation and pavement distress. The proximity of the city to the Gulf of Mexico results in a very shallow depth to groundwater. In some areas of the city, groundwater may be encountered at depths as shallow as 3 to 5 ft below the existing ground surface elevation. Shallow groundwater may result in soft/loose subsurface conditions, as well as difficulties in the utility and foundation excavations. The concentration of soluble sulfates can be very high in the subsurface soils in certain areas of the city, resulting in the potential for sulfate induced heave that can damage pavements and structures when the soils are treated with lime. Sulfates in soil may also affect the selection of cement for concrete in direct contact with the native soils, as sulfate corrosion can affect Portland cement concrete.

Quick Response Regarding Testing Requests & Reports

Typically, as previously mentioned, Raba Kistner's services are on an on-call basis and usually we are able to respond to requests within 24 hours and sometimes within hours. The nature of our business entails supporting the construction and development of projects, which often mean working protracted hours, weekends, and supporting early morning concrete placements. Furthermore, there are certain critical test/inspections that are required prior to covering up and moving on to the next stage of construction that require expediting the test/observation reports.

Raba Kistner understands that our tests and field reports are required for the contractor to move on to the next phase, so a concerted effort is put forth to provide report turnaround time in an acceptable timeframe. Depending on the schedule of the project, we can work with the client to expedite our tests and report generation.

Further, as part of our inspection services, Raba Kistner will provide the county with the appropriate documentation regarding deficient test results or non-compliant work elements. Pre-final independent inspections have proven to be very effective. These help prepare the owner prior to final walk-through. Raba Kistner will help the City of San Juan achieve project completion through proactive inspections. An electronic folder containing copies of all inspection reports will be submitted to the county prior to closing each Task Order, if requested.

Section 7 Required Forms

- **Divider #6: Management and Organizational Approach**

  On two pages or less, please describe your management and organization approach to the project. The following should be addressed within this description:

  a. Describe your firm's understanding of the project.
  b. Describe how the firm will organize to perform the services.
  c. Describe how the firm will solicit in the programming and design phases the interested stakeholders. This includes community residents, city commission, staff and users.
  d. Provide procedures for assisting in the development of project scheduling, coordination of consultants, quality and cost control.
  e. Describe the Engineering team's approach to communication with the City.
  f. Description of Engineer's approach to code analysis and jurisdictional approvals.

Firm is responsible for registering by email for notice of addendums.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFQ. Firm accepts all terms of the RFQ submittal process by signing this letter of interest and making the RFQ submittal.

This RFQ shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm's Name: Raba Kistner, Inc.

Authorized Signature: _____

Print Name: Katrin Leonard, PE

Title: Vice President

Date: 3/16/2023

Telephone: 956-682-5332

E-Mail: kleonard@rkci.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

	OFFICE USE ONLY
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Raba Kistner, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

No Known Affiliation or Relationships Exists

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

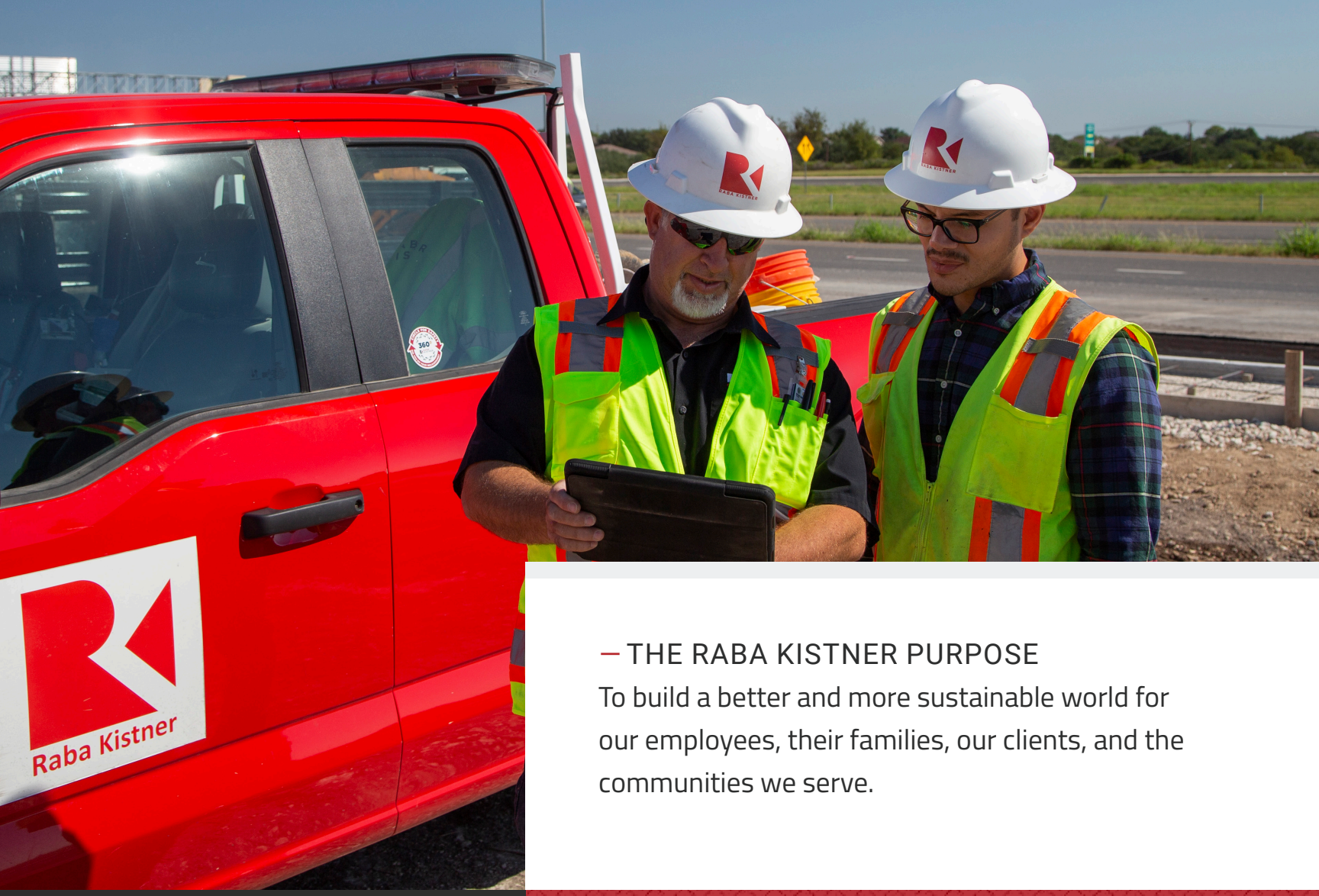
5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of Vendor doing business with the governmental entity

3/16/2023
Date



— THE RABA KISTNER PURPOSE

To build a better and more sustainable world for our employees, their families, our clients, and the communities we serve.

RABA KISTNER

MCALLEN
800 East Hackberry
McAllen, Texas 78501

P 956.682.5332
F 956.682.5487
McAllen@rkci.com

WWW.RKCI.COM

SAN ANTONIO
12821 W Golden Lane
San Antonio, Texas 78249

SAN ANTONIO – PROJECT CONTROL
17300 Henderson Pass, Ste. 110
San Antonio, Texas 78232

AUSTIN
8100 Cameron Road, Ste. B-150
Austin, Texas 78754

AUSTIN – INFRASTRUCTURE
7700 Chevy Chase Drive
Bldg. 1, Ste. 110
Austin, Texas 78752

BEAUMONT
4820 Stone Oak Drive
Beaumont, Texas 77705

CONROE
1011 West Lewis Street
Conroe, Texas 77301

CORPUS CHRISTI
1959 Saratoga Blvd, Bldg. 11
Corpus Christi, TX 78417

DALLAS
19111 Dallas Parkway, Ste. 310
Dallas, Texas 75287

DALLAS
4407 N Beltwood Parkway, Ste.102
Dallas, Texas 75244

HOUSTON
3602 Westchase
Houston, Texas 77042

NEW BRAUNFELS
211 Trade Center, Ste. 300
New Braunfels, Texas 78130

BROWNSVILLE
1244 Robinhood Drive, Suite 101
Brownsville, Texas 78521

LOUISIANA
110 Rue Jean Lafitte
Lafayette, Louisiana 70508

830 Moss Street
Lake Charles, Lousiana 70601

NEBRASKA
728 Q Street, Ste. A
Lincoln, Nebraska 68508

UTAH
7005 South 185 West
Midvale, Utah 84047

SOTEX ENGINEERING, LLC
TBPELS FIRM REGISTRATION NO. F-21475
538 S. TEXAS BLVD. SUITE 7
WESLACO, TEXAS 78596
(956) 472-0917
WWW.SOTEXENGINEERING.COM

STATEMENT OF QUALIFICATIONS

CITY OF SAN JUAN
"ENGINEERING SERVICES"
RFQ NO.23-010-03-16
MARCH 16, 2023

HYDROLOGY · HYDRAULICS · WATER · WASTEWATER · DRAINAGE · LAND DEVELOPMENT · CONSTRUCTION MANAGEMENT

Table of Contents

1. Cover Letter 3
2. Firm Information 4
   - Project Management Team 4
3. General Firm History/Qualifications 5
   - Staff Resumes 6
4. Financial and Legal Status 7
5. Experience and References 8
   - Project History 9
   - References 12
6. Management and Organizational Approach 13
   - Understanding of the Project 13
   - Approach to Project Management / Quality Control Program 14
   - Data Collection and Assessment 14
   - Preliminary Project Phase 15
   - Design Phase 15
   - Project Procurement 15
   - Construction Phase 16
   - Schedule 16
7. Supporting Documentation
   - TBPELS Engineering Firm Certificate
   - TBPELS Professional Engineering License
   - HUB Certification
   - Exhibit "A" – Notice of Intent to Respond
   - Exhibit "B" – CIQ Form
   - Exhibit "C" – Form 1295
   - Exhibit "D" – IRS Form W9

SECTION 1
Cover Letter

March 16, 2023

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

Re: Statement of Qualifications RFQ NO.23-010-03-16

On behalf of SOTEX Engineering, LLC., we are pleased to submit this statement of qualifications to be considered for **City of San Juan "Engineering Services"**. We are excited about the opportunity to submit our qualifications and to work with the City of San Juan on future projects.

The professional team of SOTEX Engineering, LLC. has broad experience in storm water drainage design and analysis, including preparation of engineering reports, master planning, hydrologic and hydraulic analysis, design and construction documents, and construction phase services.

We understand that this request is to be considered to provide Professional Engineering Services to accommodate the city growth of San Juan. We are excited to be considered on working in future projects for the City. We understand the challenges in working with numerous stakeholders and we understand that project leadership is key to project success. Our team is focused on providing the best value to the City of San Juan. Please feel free to contact us if you have any questions or require additional information about our firm.

Sincerely,

Israel Gaona, P.E., CFM
President

SECTION 2
Firm Information

2. FIRM INFORMATION

SOTEX Engineering, LLC. is a sole proprietorship, limited liability company established in 2019 by Mr. Israel Gaona, a Professional Engineer and a Certified Floodplain Manager in the State of Texas. Founded as a small engineering firm, the goal of SOTEX Engineering is to provide exceptional engineering services in a timely fashion and work with the client on a personal basis.

SOTEX Engineering, LLC. is located in the heart of downtown Weslaco at the following address:

538 S. Texas Blvd., Suite 7
Weslaco, Texas 78596

Project Management Team

Mr. Israel Gaona, P.E., CFM is the President of the firm and will be the sole project manager. In addition to his extensive project management experience, Mr. Gaona is well versed in all aspects of storm water engineering. He has completed drainage master plans for small neighborhoods and commercial developments, numerous traffic control plans, utility design for municipalities and private developments and extensive hours of project management and construction management. Mr. Gaona is experienced in 2D and 3D modeling.

Project Team Contact Information		
Israel Gaona, P.E., CFM	israel@sotexengineering.com	956-472-0917

SECTION 3

General Firm History/Qualifications

3. GENERAL FIRM HISTORY/QUALIFICATIONS

SOTEX Engineering, LLC. provides professional engineering services to both the private and public sectors. Founded in 2019 by Israel Gaona, P.E., CFM, SOTEX Engineering, LLC. is a team of experienced, exceptionally motivated engineers and sub-contractors that develop cost effective engineering solutions. We believe in exceeding expectations through adhering to project management practices, meticulous organization, and top-notch communication.

We are excited about the opportunity to be considered for this project. Our knowledge of all types of projects in water resources makes us particularly suited to work with the City of San Juan.

As a multidisciplinary firm, SOTEX Engineering, LLC. provides the following Professional Engineering Services:

INFRASTRUCTURE IMPROVEMENTS

- Hydraulic and Hydrologic Studies
- Drainage Reports
- On-site Sanitary Sewer Facility (OSSF) Design
- Sanitary Sewer Collection System Design
- Storm Sewer Collection System Design
- Storm Water Pollution Prevention Plans (SWPPP)
- Sanitary Sewer Lift Station Design

CONSTRUCTION

- Construction Management
- Project cost proposals
- Project Management
- Construction Inspections
- Traffic Control Plans

SUBDIVISION & SITE PLANNING

- Land Development & Planning
- Feasibility Studies
- Subdivision Plat Development
- Residential and Commercial subdivisions
- Commercial Site Plan Design
- TxDOT Permitting Assistance
- Building Permit Acquisition

RENEWABLE ENERGY PROJECTS

- Construction Management
- Construction Inspection
- Operations and Maintenance Facility Site Design

The City of San Juan will have access to the President of the company during any time of the week as well as any other support staff that may be needed. SOTEX Engineering, LLC. is a small firm located in the Rio Grande Valley that strides to provide quality work to maintain a reputation of excellence.

ISRAEL GAONA, P.E., CFM

PRESIDENT

Mr. Gaona has experience in design and project management of public and private infrastructure projects as well as construction management experience in the renewables industry. Mr. Gaona has designed multiple water, wastewater and storm water municipal projects as well as managed heavy-civil construction projects in South Texas. Mr. Gaona is a Professional Engineer and a Certified Floodplain Manager in the State of Texas.

EXPERIENCE

2019-PRESENT

SOTEX Engineering, LLC. – Currently serves as President and owner of SOTEX Engineering, LLC. Mr. Gaona oversees all aspects of civil engineering design and construction projects.

2018-2019

LEMC, LLC. – Serves as a Project Engineer responsible for the design and project management of public and private infrastructure projects.

2016 – 2018

E.ON Climate & Renewables North America – Willacy & Kenedy County, Texas - Served as Civil Field Engineer for the construction of multiple large scale wind farms in Raymondville and Sarita, Texas overseeing the quality of construction work performed on all infrastructure installed. Supervise day-to-day operations of multiple contractors.

2014 – 2016

City of Weslaco – Weslaco, TX. Served as Engineer II for the City of Weslaco working on design and project management on all public improvement projects. Conducted on-site field inspections of infrastructure improvements. Performed water, wastewater and storm water construction plan reviews and subdivision reviews.

2013

Texas Department of Transportation – San Benito, TX. Served as Summer Engineering Technician. Conducted on-site field inspections for roadway improvements, bridge construction and utility installations for state road improvement projects.

Project Role:

Consultant

Education:

Bachelors of Science in Civil Engineering - 2014
Texas A&M University - Kingsville

Registrations/Certifications:

Professional Engineer - Texas, No. 136995

Certified Floodplain Manager – Texas No. 2893-15N

Professional Affiliations:

American Society of Civil Engineers,
Texas Floodplain Managers Association

Years of Experience:

9+

SECTION 4
Financial and Legal Status

4. FINANCLY AND LEGAL STATUS

SOTEX Engineering, LLC. has completed numerous projects in the Rio Grande Valley for multiple private developments and has worked in various municipalities with a successful reputation. SOTEX Engineering, LLC. and its owner, Israel Gaona, P.E., CFM have never been involved in any litigation matters involving professional engineering services rendered to any of its clients.

As a small engineering firm, the goal of SOTEX Engineering, LLC. is to provide exceptional professional engineering services to any of our clients. This includes private developments as well as work in the public sector.

SOTEX Engineering, LLC. does not currently carry any insurance coverage for work in public municipalities. Given the opportunity to work with the City of San Juan, SOTEX Engineering, LLC. does not object to providing the required insurance coverage set forth by the City of San Juan and will meet all necessary insurance requirements needed before a project is assigned.

SECTION 5

Experience and References

5. EXPERIENCE & REFERENCES

SOTEX Engineering, LLC. is a full-service Civil Engineering Consulting firm with extensive experience in all aspects of drainage, storm water management, and water and wastewater planning and design. Our drainage and storm water experience includes drainage studies, impact analysis and drainage plan preparation. Our water and wastewater experience includes utility design, sanitary sewer rehabilitation, water facilities and transmission, wastewater treatment facilities, lift station design and rehabilitation.

Our diverse project history and engineering knowledge leads to the development of cost-effective engineering and design solutions. We are uniquely qualified to complete this project due to our focus on Water Resources. Our experience in Hydrology and Hydraulics is considerable. We are well versed in all aspects of drainage including master planning, feasibility studies, preliminary engineering reports, impact analyses, channel design, pump station design, storm sewer design, SWPPP, and cost estimates. In addition, we have experience with construction management for Renewable Energy Projects. We have extensive experience in computer aided design software including Civil 3D, Storm CAD, Microstation and GIS. We are also able to provide administration and inspection services for construction projects.

It is also important to note, SOTEX Engineering, LLC. is certified as a "Historically Underutilized Business" and is currently in the review process for consideration of "Disadvantaged Business Enterprise" and "Small Business Enterprise" certifications.

The following projects are currently under contract by SOTEX Engineering, LLC. as a prime consultant and a sub consultant.

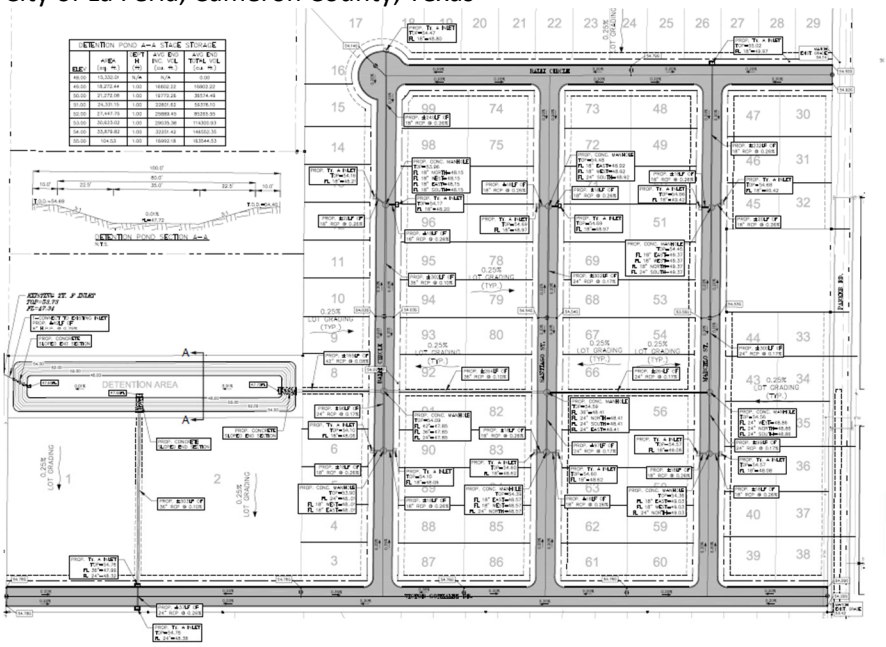
Current & Previous Project Contracts

Project	Prime or Sub?	%	Location	Completion Date	Contact Info
San Perlita ISD Park Improvements Master Drainage Plan	Sub	20%	San Perlita, TX	Completed 2022	LeFevre Engineering - Richard LeFevre, P.E., CFM
Mendoza Subdivision Project	Prime	100%	McAllen, TX	Ongoing	Luige Mendoza
4401 S. Veterans Blvd. Commercial Complex	Prime	100%	Edinburg, Texas	Ongoing	Rubicon Construction Group
FM508 Conceptual Road Widening Master Plan – City of Combes	Sub	20%	La Feria, TX	Completed 2022	LeFevre Engineering - Richard LeFevre, P.E., CFM
Nicho Produce Subdivision & Building Addition	Prime	100%	Edinburg, TX	Completed 2021	Nicho Produce – Tommy Villarreal

Hanna Development

Main Street Subdivision

City of La Feria, Cameron County, Texas



Construction Cost
$850,000

Size
100+ Lot Subdivision

Engineer
Israel Gaona, P.E., CFM

Services Provided
Hydraulics Engineering
Hydrological Engineering

Reference
LeFevre Engineering, LLC.
Richard LeFevre, P.E., CFM
9900 Northwest Freeway
Port Mansfield, TX 77092
713-684-4000
richard@lefevreengineering.com

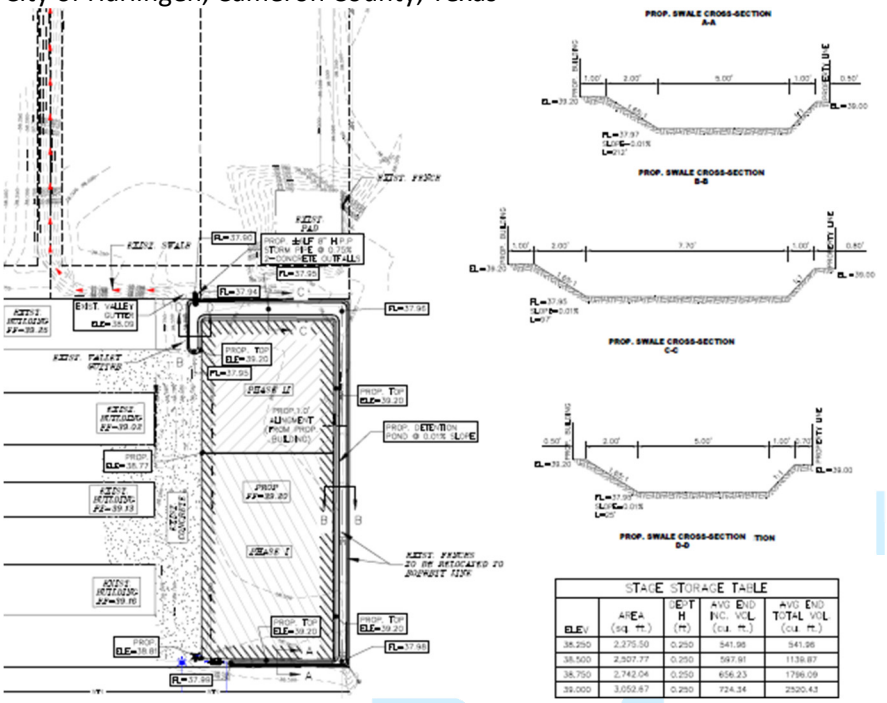
SOTEX Engineering, LLC was contracted through LeFevre Engineering to provide a proposed drainage plan for a 100+ residential and commercial lot subdivision. SOTEX Engineering, LLC. completed the hydraulic calculations for the proposed conveyance system and the drainage report for the project that consisted of hydrological calculations.

LeFevre Engineering in conjunction with Hanna Development authorized SOTEX Engineering, LLC. to prepare a drainage plan for the proposed subdivision using the combination of curb drainage inlets, concrete manholes and Reinforced Concrete Pipe and High-Performance Polypropylene Piping to convey the proposed stormwater runoff to a detention pond capable of detaining approximately 164,000cf of stormwater runoff.

Affordable Attic

Affordable Attic Building Addition

City of Harlingen, Cameron County, Texas



Construction Cost
$600,000

Size
16,400SF Building

Engineer
Israel Gaona, P.E., CFM

Services Provided
Hydraulics Engineering
Hydrological Engineering
Commercial Site Development

Reference
Sam Garcia Architects
Sam Garcia, AIA
200 S. 10th Street, Suite 1602
McAllen, TX 78501
956-631-8327
sg@samgarciaarchitect.com

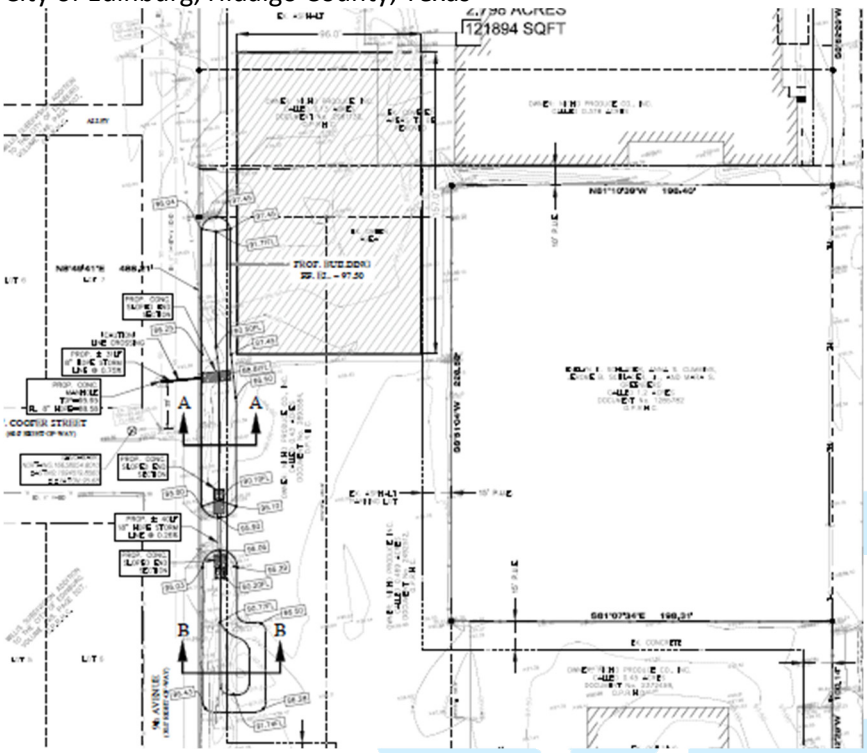
SOTEX Engineering, LLC was contracted through Sam Garcia Architects to provide a proposed drainage improvement plan for a new 16,400sf building addition to an existing Affordable Attic Storage Facility. SOTEX Engineering, LLC. completed the hydraulic calculations for the proposed conveyance system and the drainage report for the project that consisted of hydrological calculations.

Sam Garcia Architects authorized SOTEX Engineering, LLC. to prepare a drainage improved plan for the proposed subdivision using the combination of drainage swales, concrete valley gutters and a detention pond capable of detaining approximately 2,600cf of stormwater runoff. This amount was based on the City of Harlingen Drainage Policy requirements.

Nicho Produce

Nicho Produce Subdivision & Warehouse Addition

City of Edinburg, Hidalgo County, Texas



Construction Cost
$3,000,000

Building Size
15,000SF

Engineer
Israel Gaona, P.E., CFM

Services Provided
Land Development
Hydraulics Engineering
Hydrological Engineering
Commercial Site Development

Reference
Nicho Produce
Tommy Villarreal
925 N. 10th Ave.
Edinburg, Texas 78541
956-383-5633
tommy@nichoproduce.com

SOTEX Engineering, LLC was contracted through a local produce distribution company to provide a commercial land development services and commercial building design services. Our firm was tasked to complete a subdivision plat, the hydraulic calculations for the proposed conveyance system and the drainage report for the project that consisted of hydrological calculations. SOTEX Engineering, LLC. was also tasked with providing a commercial building site development design for the warehouse expansion building.

SOTEX Engineering, LLC. is currently in the commercial site development design phase with expectations of completion of professional engineering services within the first quarter of 2022.

REFERENCES

LeFevre Engineering, PLLC.
Richard LeFevre, P.E., CFM
President
(956) 540-9428
wrlefevre20@gmail.com

Sam Garcia Architects
Sam Garcia, AIA
President
(956) 212-4930
sg@samgarciaarchitect.com

Nicho Produce Company
Tommy Villarreal
Owner
(956) 383-5633
tommy@nichoproduce.com

Jericho Construction
Joel Flores
Owner
(956) 777-0550
jcrinc2007@yahoo.com

Fred Fuentes
FNF CADD Services
Owner
(512) 470-1489
fnfcad@gmail.com

LTR Construction
Roy Perez
Owner
(956) 453-6689
Ltrperez956@gmail.com

SECTION 6
Management and Organizational Approach

6. MANAGEMENT AND ORGANIZATIONAL APPROACH

UNDERSTANDING OF THE PROJECT

We understand the needs of the City of San Juan is to provide Professional Engineering Services on a needed basis. The project team has extensive experience in water resources planning.

Prior to project kickoff, SOTEX Engineering, LLC. and the City personnel will meet to develop a scope, schedule and budget that will serve as the guideline to producing a project that will fulfill the needs of our client. It is the team's intention to use the scope of services outlined in the Request for Qualifications packet as the basis for discussion and determine ways to enhance the scope of a project, if possible. Coordination and exchange of information will be discussed at the project kickoff meeting. The team is accustomed to communication through phone calls, emails and in person meetings. As the team's project manager, Israel Gaona, P.E., CFM will be the City of San Juan's point of contact. We will provide the City with a contact information sheet at the beginning of a project, which will include the team's contact numbers, including cell phone numbers and emails.

SOTEX Engineering, LLC. is based out of Weslaco, Texas. Our team is familiar with local groups and is understanding of their concerns and desires related to goals of the City of San Juan. The team is well versed in public outreach and understands that the project may require public meetings. SOTEX Engineering, LLC. is experienced in facilitating public meetings and providing presentations and project updates to City Council and Board meetings.

We understand that the population of City of San Juan and Hidalgo County is expected to increase significantly. With an increase of population comes the increase of residential, commercial, and industrial developments that further increase the need for the City of San Juan and its stakeholders to put an emphasis on the improvement of existing infrastructure as well as proposed infrastructure to provide a sustainable utility and drainage system for this region.

APPROACH TO PROJECT MANAGEMENT

SOTEX Engineering, LLC. employs a thorough Quality Assurance/Quality Control (QA/QC) process throughout the project. SOTEX Engineering, LLC. will provide a review of all project deliverables including sub-consultant deliverables to ensure accuracy and completeness of work. We will follow our Quality Management Plan procedures and document each phase of the process.

Prior to project kickoff, the SOTEX Engineering, LLC. team and City personnel will meet to develop a scope, schedule and budget that will serve as the guideline to producing a complete project proposal package. The tasks proposed under project management will include, producing a QA/QC, adhering to budget, scope, and schedule, preparing a project schedule with periodic updates, preparing monthly progress/status reports, attendance at milestone meetings, the effective and timely management of all sub-consultants, and if applicable, facilitating document control and sharing based on the City's preferred methods.

Our team is committed to responsible and timely QA/QC for all project deliverables, to ensure accuracy, completeness, and adequacy of the work in accordance with the contract. The specific procedures for QC include a three-stage internal review process prior to any milestone submittal.

1. Internal Checking – Design, calculations, specifications, and reports will be checked using appropriate checklists at milestones and signed off and dated by appropriate staff.

2. Technical Review – Technical review will be conducted by the Principal Engineer of the firm to assure design and project documents are within specifications.

3. Internal Review Meeting – Convened by the Project Manager assigned to the project. The purpose is to check if all steps were followed in the Quality Control Plan. Any drawing(s), specifications, reports, or other design documents to be submitted to the client will be checked by a second person prior to the submission to the client and shall show evidence that specified quality control procedures and quality assurance processes were performed.

DATA COLLECTION AND ASSESSMENT

The engineering team will begin any project by collecting existing studies and masterplans, GIS data, and other local information.

In addition to this data, topographical surveys, existing utility infrastructure and geotechnical data will also be collected, if necessary, to further assess project specific needs. The engineering team will assess the data collected for completeness and accuracy. Aside from collecting data, the engineering team will also meet with stakeholders and municipal leaders to evaluate project specifics to incorporate into the planning/design phases.

PRELIMINARY PROJECT PHASE

SOTEX Engineering, LLC. will compile all data acquired through the Data Collection and Assessment phase and launch meetings with City personnel and relevant parties to gather information and coordinate project deliverables. This will include coordination with franchise utilities for utility relocations, right of way procurement and easement dedications, if necessary.

In conjunction with our surveying sub-consultants, the survey data will be analyzed with proposed improvements to identify potential conflicts with existing infrastructure to provide a greater understanding of the existing project locations. This stage of the project sequence will also coincide with the evaluation of a need for a sub-consultant Geotechnical investigation.

SOTEX Engineering, LLC. will use these necessary steps in the Preliminary Project Phase to develop preliminary construction plans, profiles, and project specifications to present to the Client and its relevant parties for review and approval. This will come in the form of construction plan sets, engineering reports and cost estimates.

DESIGN PHASE

At SOTEX Engineering, LLC., we believe in a thorough evaluation of our data to provide the most cost effective, and sustainable solutions for our design work. We do this by analyzing sub-surface data provided to us by our sub-consultant surveyor as well as preliminary design review comments and implement this into our final designs. We use this to prepare detailed specifications and contract drawings to be issued for construction.

Along with these construction plans and specifications, we prepare detailed cost estimates and proposals that include unit price bidding quantities for project procurement. These documents will be furnished and submitted to the City for final approval and advancement to project procurement.

PROJECT PROCUREMENT

During the procurement/bidding process of a project, our team can provide aid to the City in bidding and awarding the project to the lowest bidder or most advantageous contractor. This process can include assisting the City in structuring projects with additions and alternatives to support the City of San Juan in having the best value for a project and assist with the project advertisement.

This procedure can include a pre-bid conference where we can provide potential contractors the ability to review the plans and specifications and deliver an opportunity for questions where our team can address them with additional addendums. Through this process, SOTEX Engineering, LLC. will schedule all bid opening conferences, review each individual contractor submittal, tabulate bids, review contractor references and provide a ranking criterion to select the most advantageous contractor for the specific project. SOTEX Engineering, LLC. can assist in providing this service and make recommendations for contractor selection and provide the City with Construction Contract Documents.

CONSTRUCTION PHASE

SOTEX Engineering, LLC. has a range of construction management experience through South Texas from utility improvements to renewable energy projects. We have a broad understanding of the construction phase of a project that can serve adequately to the Cit of San Juan.

At our engineering firm, we understand the importance of periodic construction inspections to maintain quality control of a project. This service can be offered during the construction phase. The following services can be provided by SOTEX Engineering, LLC. staff during the construction phase of a project:

1. Provide periodic construction supervision or full-time inspection.
2. Review shop drawings and submittals to ensure quality control.
3. Assist in the drafting of change orders, if needed, and construction plan revisions to mitigate unforeseen conflicts.
4. Prepare Monthly project progress reports for presentation to the City outlining completion percentages of the projects.
5. Review pay request documentation from contractors to ensure project progress completion is in accordance with field installation work.
6. Prepare record documents and finalize project close-out documentation and warranty files.

SCHEDULE

SOTEX Engineering, LLC. is cognizant of the project's budget and schedule and strives to adhere to both in terms to meet the goals of the City of San Juan. Our firm will provide high quality deliverables with an emphasis on schedules and budgets through the following measures:

- Establishing a clearly defined scope with the City of San Juan.
- Developing a project schedule with critical deadlines.
- Providing monthly invoices with a status report and updated schedule, thus giving the City a mechanism for monitoring the progress of the project.
- Identifying the most appropriate methods and tools to complete a project.
- Providing innovative technical solutions that are specific to the project.
- Communicating consistently with the City of San Juan to ensure that we provide a product that considers the goals of the City.
- Employing a thorough Quality Control (QC) process throughout the project. SOTEX Engineering, LLC. will provide a review of all project deliverables including sub-consultant deliverables to ensure accuracy and completeness of work. We will follow our Quality Management Plan procedures and document each phase of the process.

Since our company is a small engineering firm that focuses on quality over quantity, we can dedicate adequate staff to complete projects on schedule and on budget. While we are a small company, we believe we have the necessary knowledge and experience to complete quality work. We will be an asset to the City and look forward to the opportunity to assist in executing successful projects now and in the future.

Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that

SOTEX ENGINEERING, LLC.

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas

Registration Number
F-21475

Expiration Date
01/31/2024

PE·LS
Texas Board of Professional Engineers and Land Surveyors

Number: **136995**
Status: **ACTIVE**
Expires: **12/31/2023**

ISRAEL GAONA

TEXAS LICENSED PROFESSIONAL ENGINEER

_____

Signature

Texas Historically Underutilized Business (HUB) Certificate

Statewide Historically Underutilized Business Program

Certificate/VID Number: **1843403015700**
Approval Date: **February 21, 2022**
Scheduled Expiration Date: **February 21, 2026**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SOTEX Engineering, LLC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **February 21, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

NOTICE OF INTENT TO RESPOND

Firms interested in submitting a PROPOSAL on **ENGINEERING SERVICES - RFQ NO. 23-010-03-16** as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to March 10, 2023, 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: SOTEX Engineering, LLC.
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)

Contact Name: Israel Gaona, P.E., CFM President
[Please print or type name] [Title]

Address: 538 S. Texas Blvd. Suite 7 Weslaco, Texas 78596
[Mailing]

[Street, if different]

Telephone: (956) 472-0917
[Print or type telephone number]

Fax:
[Print or type telephone number]

Email: israel@sotexengineering.com
[Print or type]

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

SOTEX Engineering, LLC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____

Signature of vendor doing business with the governmental entity

3/16/2023

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-994969

Date Filed:
03/15/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SOTEX Engineering, LLC.
Weslaco, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Juan

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23-010-03-16
Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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.

Israel Gaona

2 Business name/disregarded entity name, if different from above

SOTEX Engineering, LLC.

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.

538 S. Texas Blvd. Suite 7

Requester's name and address (optional)

6 City, state, and ZIP code

Weslaco, Texas 78596

City of San Juan

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

8	4	–	3	4	0	3	0	1	5

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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** ▶ [signature] **Date** ▶ 3/16/2023

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.

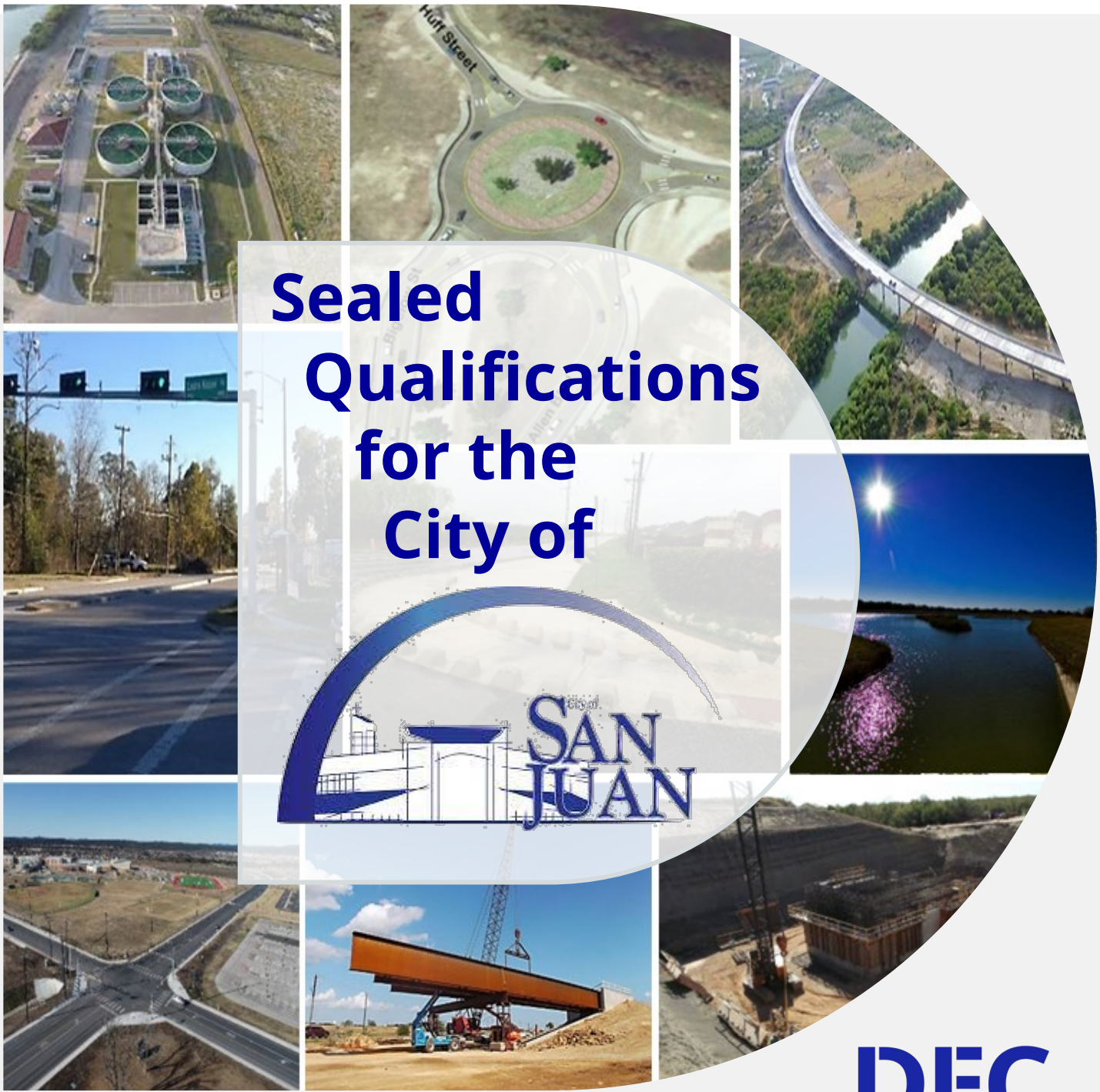
- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds 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.*

RFQ No. 23-010-03-16
ENGINEERING SERVICES

March 16, 2023 **COPY**



Sealed Qualifications for the City of SAN JUAN

DE CORP.
1109 Nolana Avenue, Suite 208, McAllen, Texas 78504
956.682.3677 | www.decorp.com

DEC ENGINEERING EXCELLENCE

Table of Contents

Page

Statement of Qualifications

1. **Letters** 1
2. **Firm Information** 3
3. **General Firm History / Qualifications** 6
4. **Financial and Legal Status** 21
5. **Experience and References** 22
6. **Management and Organization Approach** 32

Required Forms

- Form 1295
- Conflict of Interest Questionnaire (CIQ)
- Insurance Certificate

We are DEC.

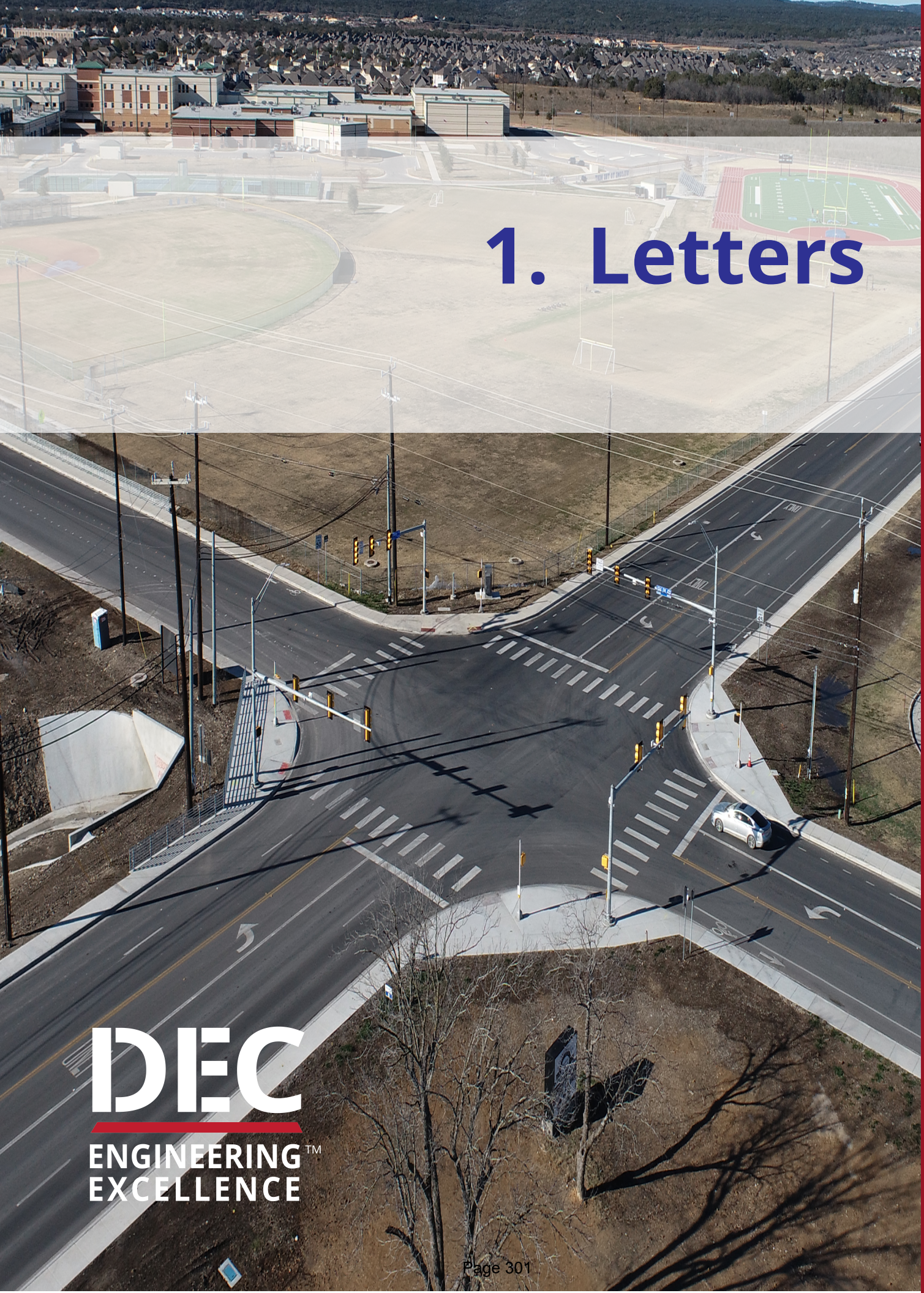
Trust

Respect

Excellence

Making Communities Better.

1. Letters



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DE Corp. (DEC)
1109 Nolana Avenue, Suite 208, McAllen, Texas 78504 | 956-682-3677 | www.decorp.com

March 16, 2023

City of San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589-2649
Attn: Lori A. Maldonado, Purchasing Agent

RE: Request for Sealed Qualifications: Engineering Services – RFQ No. 23-010-03-16

DE Corp. *(formerly known as Dannenbaum Engineering Corporation)* is pleased to present our statement of qualifications for Professional Engineering Services to the City of San Juan.

DEC is one of the premier civil engineering firms in the State of Texas and is highly qualified to provide engineering services. DEC's capabilities include (but are not limited to) municipal engineering design and construction in road and street improvements, drainage, sewer, and water system improvements. DEC is qualified to perform work that encompasses project development, design, construction management, and construction inspection. We are properly licensed in the State of Texas per the requirements of the Texas Board of Professional Engineers.

DEC has over 230 professional engineers, technicians, and support staff available for this assignment. DEC has been providing professional engineering services for 78 years Statewide and for over 29 years in the South Texas region. We are sincerely interested in and committed to providing professional engineering services as outlined in this RFQ for the City of San Juan.

DEC's point-of-contact will be our proposed **Project Manager, Arnulfo (Arnold) Ramirez, PE, LGPP.** Mr. Ramirez has more than **40 years** of experience in street, roadway and highway design and 28 years providing oversight on transportation construction projects as the TxDOT District Construction Engineer (over 100 projects totaling more than $800M), District Traffic Engineer, and Area Engineer (over 30 projects totaling over $300M) in the San Antonio District. He also served as the City of San Antonio's Utility Engineer. He is a hands-on manager and has been highly successful keeping assignments on schedule and within budget while maintaining the highest level of quality. His contact information is:

Arnulfo (Arnold) Ramirez, PE, LGPP - Project Manager
972.763.3416 (D)
Arnold.Ramirez@decorp.com

PE LS
Texas Board of Professional Engineers and Land Surveyors
Number: 56890
Status: ACTIVE
Expires: 12/31/2023

ARNULFO RAMIREZ
Texas Licensed Professional Engineer
Signature

Thank you for the opportunity to present our engineering services qualifications. We look forward to working with City staff on upcoming projects should we be selected.

Sincerely,

Nick Bokaie, PE
Principal

NB/AR/src/9148-49

- **Divider #6: Management and Organizational Approach**

  On two pages or less, please describe your management and organization approach to the project. The following should be addressed within this description:

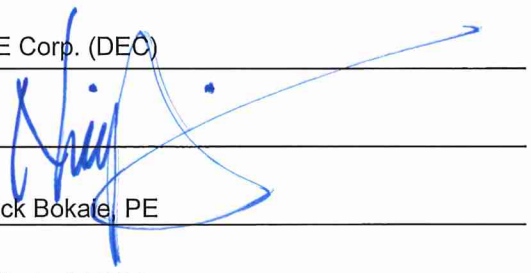
  a. Describe your firm's understanding of the project.
  b. Describe how the firm will organize to perform the services.
  c. Describe how the firm will solicit in the programming and design phases the interested stakeholders. This includes community residents, city commission, staff and users.
  d. Provide procedures for assisting in the development of project scheduling, coordination of consultants, quality and cost control.
  e. Describe the Engineering team's approach to communication with the City.
  f. Description of Engineer's approach to code analysis and jurisdictional approvals.

Firm is responsible for registering by email for notice of addendums.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFQ. Firm accepts all terms of the RFQ submittal process by signing this letter of interest and making the RFQ submittal.

This RFQ shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm's Name: DE Corp. (DEC)

Authorized Signature: 

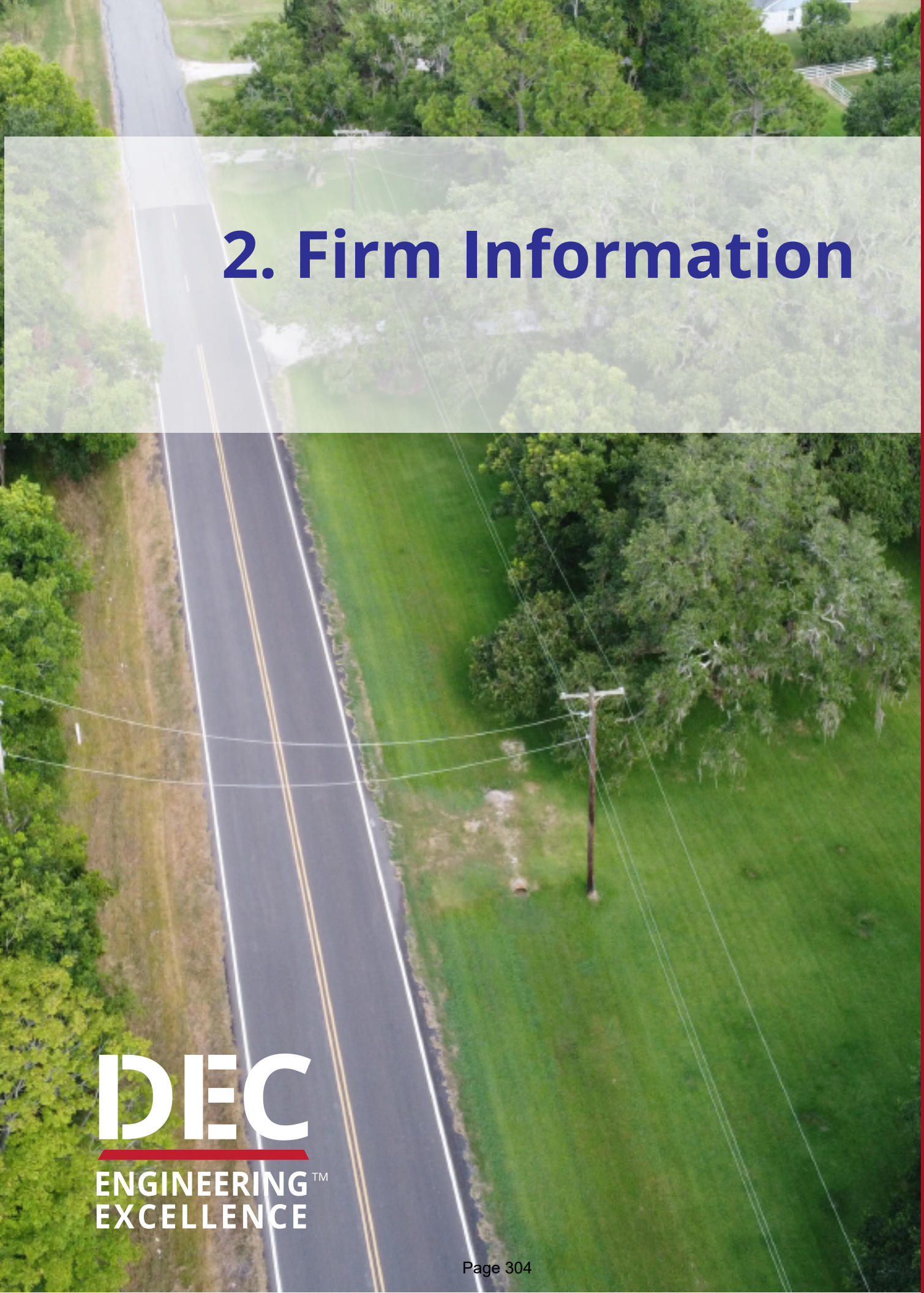
Print Name: Nick Bokaie, PE

Title: Principal / COO

Date: March 15, 2023

Telephone: 713-520-9570

E-Mail: nick.bokaie@decorp.com



2. Firm Information

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2. Firm Information

a) Firm name, addresses and phone numbers of all offices: **DE Corp. (DEC)**

McAllen	**1109 Nolana Avenue, Suite 208, McAllen, TX 78504 / 956-682-3677**
Corporate (HQ)	**3100 W. Alabama, Houston, TX 77098 / 713-520-9570**
San Antonio	415 Embassy Oaks, Suite 102, San Antonio, TX 78216 / 210-249-2280
Austin	3409 Executive Center Drive, Suite 129, Austin, TX 78731 / 512-345-8505
Dallas	3030 LBJ Freeway, Suite 910, Dallas, TX 75234 / 972-239-2002
Fort Worth	2501 Parkview Drive, Suite 670, Fort Worth, TX 76102 / 817-763-8883
El Paso	10737 Gateway Blvd. West, Suite 112, El Paso, TX 79935 / 915-629-0401

(DEC maintains 7 offices throughout Texas)

b) Structure of Firm:

DEC is a Texas Corporation; the table below breaks down the number of staff by discipline and location.

Offices	Total Staff	DEC Staff by Discipline & Office Location								
				Civil Engineers						
		Admin/ Support	Designer/ CADD/ Technician	Hydrologic & Hydraulic (H&H)	Water/ WW	Bridge/ Structural	Civil (Transp, Traffic, etc.)	Cost Estimator/ Planner/ Scheduler	Construction Manager/ Inspector	Other Specialized (GIS, IT, Spt)
Houston	**147**	26	20	7	7	3	69	3	6	6
Austin	**10**	2	1	-	1	1	4	-	-	1
San Antonio	**21**	2	4	-	-	-	10	1	1	3
Dallas	**14**	1	2	2	1	-	5	-	-	3
Fort Worth	**17**	1	2	5	1	-	5	-	-	3
El Paso	**13**	2	4	-	-	-	5	-	1	1
McAllen	**9**	1	3	-	1	-	2	-	2	-
Total	**231**	**35**	**36**	**14**	**11**	**4**	**100**	**4**	**10**	**17**

c) Years in Business: Established in 1945, 2023 marks DEC's 78th year of providing engineering excellence.

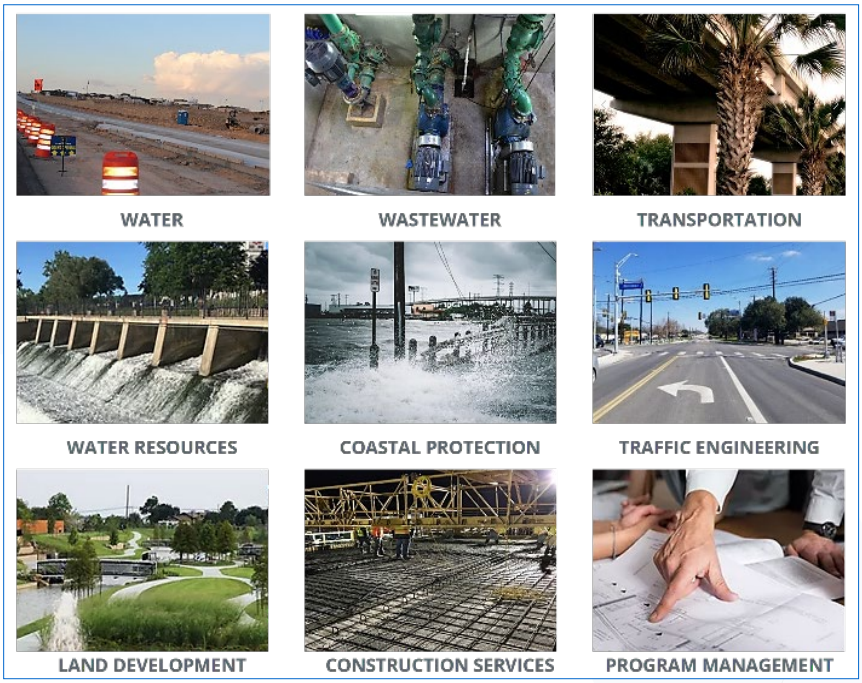
d) Principals in Firm:

President/CEO: Michel Maksoud, PhD, PE
Chief Operating Officer: Nick Bokaie, PE
Vice President: Johan Petterson, PE

e) Primary Contact: DEC's primary contact for this contract should we be selected will be –

Arnulfo (Arnold) Ramirez, PE, LGPP – Project Manager
972-763-3416 (D) | 956-682-3677 (O)
Arnold.Ramirez@decorp.com

f) Organization Description: DEC was founded in 1945 and has been providing exceptional services to our clients for over three-quarters of a century. We have provided municipalities with funding support, comprehensive planning, preliminary and final design, program management, project management, and construction administration, management and inspection services for surface transportation – highways, streets, roadways, bridges; hydrology and hydraulic (H&H), stormwater and drainage – studies, analysis, master planning, modeling and design of levees, channels, detention basins, reservoirs, stormwater pump stations, and drainage systems; and water and wastewater systems and facilities – small and large pipelines, pump stations, lift stations, force mains, ground storage, elevated storage, treatment plants, and residuals handling facilities throughout Texas. DEC is a leader in innovative funding vehicles, and preparation of funding applications, including state and federal grants.



DEC has been located in South Texas since 1994 (29 years) and in McAllen since 2000 and has performed engineering services on over $1.8 billion worth of large infrastructure projects in the McAllen/South Texas region. We have provided program management and design on **over 120 miles of roadways; four master drainage plans** serving multiple jurisdictions with a population of over 1.0 million people in each jurisdiction; planned and designed **over 150 miles of sanitary sewer and water lines in Hidalgo County, Cameron County and Webb County**; planned and designed **four water treatment plants, totaling 50 MGD**; and **four wastewater plants, totaling 18 MGD**; and designed and managed construction of **over 37 miles of levee improvements** with a total construction cost of over $220 million, all within the last 29 years.

DEC has the capability to perform all aspects and meet all local, state and federal requirements for municipal public infrastructure projects including, but not limited to, master planning, public meetings/community engagement, design, modeling, cost estimation, bid phase services, construction oversight/administration, construction management, and construction inspection.

DEC is committed to the City of San Juan to provide the resources to complete any municipal project the City may assign and is available to commence services immediately upon successfully negotiating a contract and receiving a Notice to Proceed from the City.

g) Firm's Philosophy: Established in 1945, DEC has just recently (2021) changed our name to **DE Corp. (DEC)** to reflect our strong, resilient, employee-owned company, proud of our culture of **Trust, Respect and Excellence**, which makes up our **Core Values**.

We honor the diversity of our employees, and our clients, and celebrate the culturally diverse and unique group of individuals that make up the DEC team. DEC's Core Values are evident in the enduring relationships we build with our clients and in the long-lived projects we have helped them build.

Today DEC has more than 200 employees, including project managers, engineers, designers, and technical support staff who collaborate seamlessly as one team. Adding additional resources from other DEC offices when an accelerated schedule or specialized scope request arises that requires additional support or expertise is routine. DEC's philosophy is focused around sharing a client's objectives and goals by providing tailored solutions which are appropriate and cost effective. An outstanding team is assembled to meet a client's needs and ensure continuity of project management and design. Innovation is welcome, but only when it brings added value. Time and budget objectives are respected and technology is used to track and measure both. DEC believes in being responsive through focused, conscientious decision-making and establishing communication and trust with each and every client, thereby building strong client relationships.

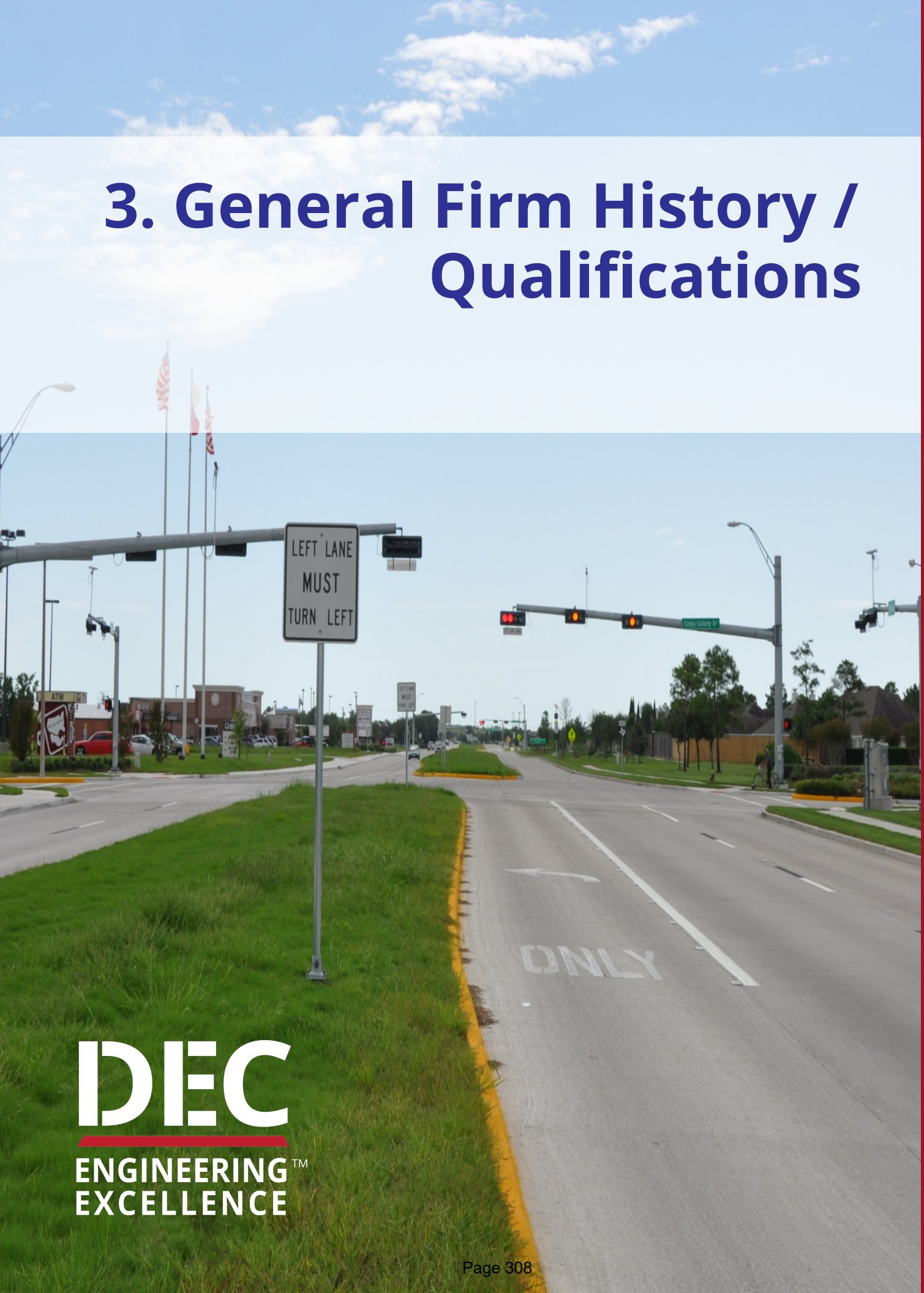
With 78 years of experience in Texas, DEC is widely recognized among the State's premier firms for the planning and design of all types of infrastructure, creating successful projects for successful clients. Throughout our organization, we're dedicated to engineering excellence in the services we provide. Our staff includes some of the industry's most highly regarded names in transportation, water resources engineering, hydrology and hydraulics, and land development engineering. Our expertise includes assisting you with project financing, among other specialties. Our knowledge of Texas' social, environmental and permit issues is complete, and our reputation and strong relationships bring you added value. DEC's ability to reach beyond typical engineering tasks, our strength in providing economic services (including leadership in financing vehicles) enables us to further personalize our commitment to our clients' success.

Getting the job done right is a given, building strong relationships with our clients is essential, being committed to our clients' goals is our top priority.

In summary, we promote positive partnerships by –

- ✓ sharing your perspective and goals
- ✓ providing tailored, focused solutions that are appropriate and cost-effective
- ✓ innovating, but only when it brings you added value
- ✓ respecting time and budget objectives, and using technology to track and measure both
- ✓ being responsive through quick yet conscientious decision-making
- ✓ establishing a high level of trust
- ✓ assembling the best team to meet your needs and assuring continuity of project management

3. General Firm History / Qualifications



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3. General Firm History / Qualifications

a) History of Firm and Services Routinely Provided In-House on Municipal (or related) Street Projects:

Since 1945, DEC has been a highly respected civil engineering design firm providing professional engineering services in municipal street, roadway, bridge, and general design and construction; drainage and flood control; water and wastewater planning and design; and federal, state and county-funded projects.

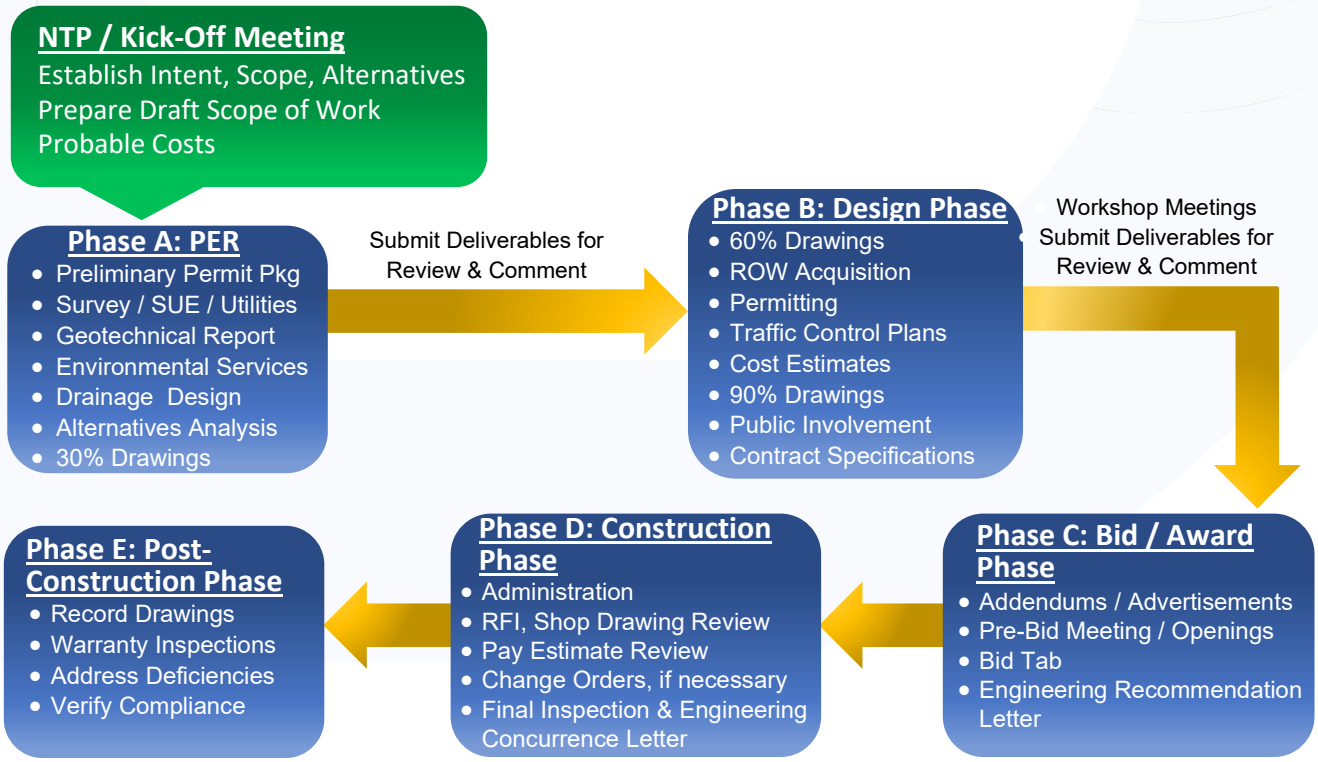
DEC's in-house capabilities and services include:

Municipal Streets, Roadways, Bridges, Drainage and Drainage PS&E	
• Advance Planning / Preliminary Engineering Documents • Environmental Assessments (EA) • PS&E - Urban Streets / Boulevards / Thoroughfares • PS&E - County Roads / FM (Rural) Roads • Bridge Hydraulics • Bridge Scour Analysis • Bridge Design Over Streams / Rio Grande River	• Bridge Design – Direct Connectors / Freeway Interchanges • Corridor Impact Analysis (TxDOT) and Mitigation • Construction Plans – Detention Basins / Channel Improvements • Stormwater Pump Stations (TxDOT) • Bridge Hydraulics • Bridge Scour Analysis
Watershed Studies / Impact Studies	
• Master Drainage Plans • Regional Detention Studies • General Re-Evaluation Report – USACE	• Flood Studies – FEMA Mapping • CLOMR, LOMR, Physical Map Revision • Impact and Mitigation Analysis
Land Development / Special Studies	
• On-Detention Analysis • Regional Detention Analysis • Flood Plain Analysis • CLOMR, LOMR, PMR • Utility / Roadway Subdivision Design	• Creation of Special Use Water Districts / Municipal Utility Districts • Construction Plans and Specifications for Channel Improvements, Detention Basins, Erosion Protection • Structures, Weirs, and Culvert Crossings
National Pollutant Discharge Elimination System (NPDES)	
• Major Outfall Program – Harris County Storm Water Quality Section • Outfall Locating with Hand-Held GPS and GIS Support • Outfall Drainage Delineation with LIDAR and GIS Technology	
Water / Wastewater	
• Water System Modeling • Water Transmission and Distribution Systems • Pump Stations • Raw Water Pumps, Booster Pumps and Pipelines • Water Treatment Plants • Water Storage Tanks (Elevated & Ground Storage)	• Wastewater Collection Systems • Lift Stations • Wastewater Treatment Plants • Field Surveying • Compliance and Monitoring of Existing and New Regulatory Guidelines

Municipal Street (or related) Projects – **1) Advance Planning/Preliminary Engineering Projects:** route and design studies, social, economic, environmental studies and public involvement, right-of-way maps and data, utility adjustments, and pre-design; **2) PS&E Design Projects**.

1) Advance Planning / Preliminary Engineering	2) Final Design / Preparation of PS&E
• Preliminary Data Review	• Project Concept Conference
• Preliminary Survey	• Data Collection, Review and Evaluation
• Consultant Contact Local Agencies and Communities	• Field Survey
• Pre-Design Concept Conference	• Geometric Design
• Design Schematic	• Bridge Layouts
• Utility Locations (Plan View)	• Scour Studies & Hydraulic Report
• Drainage Survey and Preliminary Hydraulic Design	• Preliminary Drainage Layout and Structure Sizing
• Preliminary Cost Estimate	• Utility Conflict Identification and Exhibits
• Preliminary EA and Review	• Plan and Profile Sheets
• Plan and Conduct Public Meeting	• Drainage Structures
• Geometric Design	• Sequence of Construction
• Sequence of Construction	• Traffic Control Plan
• Detour Diagrams	• SW3P
• Determination of ROW Requirements	• E&Q Determination
• Plan and Conduct Public Hearing	• Specs and General Notes
• Final EA, Summary, and Analysis of Public Hearing	• Client Review
• Finding of No Significant Impact (FONSI)	• Client Letting
• Engineering Summary Report	

Municipal Street Project – Typical Approach



b) Resume of Person To Be Assigned to Project:

Arnulfo (Arnold) Ramirez, PE, LGPP

Project Manager

Mr. Ramirez brings **40 years** of experience in roadway and highway design and 28 years providing oversight on roadway, street and bridge projects for **TxDOT and the City of San Antonio.** He served as the **TxDOT District Construction Engineer** (over 100 projects totaling more than $800M), **District Traffic Engineer**, and **Area Engineer** (over 30 projects totaling over $300M) in the San Antonio District. Additionally, he served as the **Utility Coordinator** for the City of San Antonio's 2007-2012 $500M bond program.

Relevant Projects:

FM 1423 Reconstruction: Donna *(TxDOT Pharr District)*. **Deputy Project Manager**. (Ongoing) DEC was selected to develop the schematic including environmental studies and documentation for this 8.4-mile-long project involving the expansion of a 2-lane FM road to 5 and 7 lanes. The limits are from SH 107 to Bus. 83. Mr. Ramirez is leading the DEC team of engineers, technicians and subconsultants to develop the drainage, traffic control plans, traffic signals, and traffic simulations, 3-D modeling, surveying, mapping, SUE data collection and analysis, and mitigation and remediation. This project is estimated at $72M construction which includes coordination with the Hidalgo County Drainage District and public meetings and is over 60% complete.

LP 1604 Schematic: San Antonio *(TxDOT San Antonio District)*. **Deputy Project Manager**. (2021 and current) DEC developed the schematic for the expansion of a FM type road to a 4-lane divided highway with R-Cuts (Superstreet design). The project length is 3.7 miles. Mr. Ramirez led a team of DEC staff and subconsultants to develop preliminary engineering services for development of a design schematic, environmental documents, public involvement, drainage, traffic control plan, traffic engineering and operations including traffic simulations and 3-D modeling, surveying and mapping, and SUE. The construction cost of the project is estimated at $63M and is 95% complete.

Old FM 471 and **Talley Road PS&E: San Antonio** *(Bexar County Public Works Department)*. **QA/QC Manager**. (2022) DEC developed a Preliminary Engineering Report and provide PS&E services for the Talley Road Mobility Enhancement and Flood Mitigation Project which consisted of improvements along two roadways in Northwest Bexar County. This project was the centerpiece of an area of significant growth that had impacted the existing roadway and drainage systems. The project improved an existing 2-lane narrow rural section to an urban 3- to 5-lane curb-and-gutter urban roadway. It included intersection improvements along FM 471 and areas with narrow ROW, resulting in a challenge to fit the proposed storm sewer system and roadway section. **The Talley Road project won Texas APWA's 2022 *Project of the Year* Award in the Transportation category**.

SL 375 PS&E: El Paso. **Project Engineer**. (2022) SL 375 was a full reconstruction project located northeast of El Paso, from Liberty Expressway to Montana Avenue. The project consisted of freeway widening from 4- to 6-lanes and the construction of new frontage roads including ramps, along approximately 4 miles of roadway.

DEC ENGINEERING EXCELLENCE

PE LS Texas Board of Professional Engineers and Land Surveyors
Number: 56890
Status: ACTIVE
Expires: 12/31/2023

ARNULFO RAMIREZ
Texas Licensed Professional Engineer
Signature

Total Years of Experience
40

Professional Registration
PE, Professional Engineer, Texas No. 56890

Education
BS, Bachelor of Science, Civil Engineering, Texas A&M University

Certifications
LGPP, Local Government Project Procedures TxDOT Certification

TxDOT Precertifications
4.2.1, 4.5.1, 7.1.1, 7.3.1, 8.1.1, 8.3.1, 8.6.1, 11.1.1, 11.2.1, 11.5.1, 18.5.1

Areas of Expertise
- Project Management
- Surface Transportation
- Utilities Coordination, Relocation Design
- Traffic Engineering
- Construction Oversight & Administration
- Construction Management

City of San Antonio Bulverde Road – Loop 1604 to Evans Road: San Antonio. Senior Design Engineer. Mr. Ramirez provided utility oversight, roadway, and drainage for conversion of a 2-lane roadway to 7 lanes using concrete pavement. Project also added a new 48-inch water main and new electric and gas lines. The project was challenged by rapidly growing commercial development and new right-of-way parcels acquired during changes in the phase of construction.

US 281 – Bitters Road to Loop 1604: San Antonio *(TxDOT)*. **Senior Design Engineer**. Mr. Ramirez provided design and Independent Quality Review of the PS&E package to ensure utility conflict identification, constructability of roadway and structural elements including sequence of work/traffic control and temporary and permanent drainage. Ensured accuracy and appropriate use of items, quantities, general notes, standard and special specifications, special provisions, contract time/schedule, and standards.

Five Downtown 'Y' Projects: San Antonio *(TxDOT)*. **Project Manager**. Mr. Ramirez managed the construction of "double-decking" downtown San Antonio. He provided oversight on the major roadway and bridge construction and Independent Quality Review of the PS&E package to ensure EPIC addressed and utility conflict identification, constructability of all roadway and structural elements including sequence of work/traffic control, temporary and permanent drainage, and SW3P. Ensured accuracy and appropriate use of items, quantities, general notes, standard and special specifications, special provisions, contract time/schedule, and standards. He influenced the constructability determining the final TCP. *Projects included*: ● Project IA and ID: IH 35/Laredo Avenue to IH 10 ● Project IIA: IH 10/IH 35 Interchange Reconstruction ● Project IIB and IIC: IH 35/IH 10 Interchange to IH 37 Interchange

US 281 – Loop 1604 to Stone Oak Parkway: San Antonio *(TxDOT)*. **Senior Design Engineer**. Mr. Ramirez provided final design for US 281. Work included HOV lanes and six overpasses that required multiple phases to maintain overflowing traffic volumes.

The organization chart below illustrates DEC's CORE team proposed to provide "Engineering Services" to the City of San Juan. Detailed resumes immediately follow.

Project Principal	Project Manager	QAQC Manager
Nick Bokaie, PE	Arnold Ramirez, PE, LGPP	Bob Hasenkamp, PE, LGPP

Street / Roadway Design	Support Services
Street / Roadway / Pavement Lizardo Ceballos, PE, LGPP **Structural Design** Joe Tejidor, PE **Traffic Engineering / Design** Rick Ibarra, PE, PTOE, LGPP **Utility Coordination / Relocation Design** Arnold Ramirez, PE, LGPP	**Hydrology & Hydraulics (H&H) / NPDES** Biswajit Mukhopadhyay, PhD, PE,CFM, D.WRE **Drainage / Irrigation / Construction Administration & Field Support** Arturo Garcia, CFM **Geographic Information System (GIS)** David Gomez, EIT **ROW Acquisition** Nancy Collins, ESQ, CPM

Water / Sewer Design	
Water Systems & Facility Design Crag Perry, PE	**Sewer Systems & Facility Design** Yvonne Rivera, PE, PMP

NICK BOKAIE, PE

Project Principal

PE LS Texas Board of Professional Engineers and Land Surveyors
Number: 124538
Status: ACTIVE
Expires: 9/30/2023
NICK BOKAIE
TEXAS LICENSED PROFESSIONAL ENGINEER
Signature

Mr. Bokaie is a Principal at DEC overseeing program and project management, planning, design, and construction administration. His experience spans three decades and includes leadership of infrastructure and transportation divisions for several national and international firms. Mr. Bokaie has successfully led teams for three large design-build and P3 projects in Texas with construction estimates in excess of $2.5 billion. As Principal-in-Charge, Mr. Bokaie works with senior lead engineers to develop scopes of work and budgets for various projects. He works with team leadership to plan, manage, execute, and deliver multiple engineering projects on time, on budget, and to the performance expectations of clients.

Representative Projects:

Old FM 471 and Talley Road PS&E: San Antonio. Principal-in-Charge. (2022) DEC was contracted by the *Bexar County Public Works Department* to develop a Preliminary Engineering Report and perform PS&E services for the Talley Road Mobility Enhancement and Flood Mitigation Project which consisted of improvements along two roadways in northwest Bexar County. The project improved an existing 2-lane narrow rural section to an urban 3- to 5-lane curb-and-gutter urban roadway. It included intersection improvements along FM 471 and areas with narrow ROW, resulting in a challenge to fit the proposed storm sewer system and roadway section. **The Talley Road project won Texas APWA's 2022 *Project of the Year* Award in the Transportation category**.

Nuevo Hueco Tanks Project: Socorro. Principal-in-Charge. (2022) This 1-mile project involved construction of a 4-lane concrete pavement with bicycle lanes and a raised concrete median. This was a new location project and extension of Nuevo Hueco Tanks Road project constructed two years ago. The limits are from FM 76 to SH 20. DEC developed a design schematic, including environmental documents/studies. DEC developed three alternatives and evaluated these alternatives to arrive at a preferred alignment. Included in this project was a bridge over the Union Pacific Railroad as well as district irrigation crossings. DEC coordinated closely with the City of Socorro, El Paso Irrigation Districts, TxDOT, County of El Paso, and FEMA.

FM 455 Marion Road to FM 2450: Sanger. Principal-in-Charge. (2022) DEC provided design services to upgrade 5.8 miles of existing 2-lane facility to a 4-lane, divided arterial facility with a closed drainage system, two bridge crossings, and a railroad crossing. Scope included surveying, environmental assessment/documentation, schematics, hydraulic report, ROW mapping, railroad exhibit A, and PS&E design. In the vicinity of IH 35, the roadway includes a 0- to 9-foot-wide raised central median on each side of IH 35. During PS&E design of FM 455, the client added ~1-mile of IH 35, centered over FM 455. This portion of the project added capacity to IH 35 from 4-lane to 6-lane, with 2-lane frontage roads. Additionally, the project included new bridges over FM 455, ramp improvements, and additional drainage improvements. The proposed IH 35 improvements involve the full construction of the interstate including two bridges and one bridge class culvert. There are four entrance/exit ramps included in the project limits. These plans are included in the construction of FM 455 as an overall reconstruction of IH 35 from US 380 to the Cooke County line.

DEC ENGINEERING EXCELLENCE

Years of Experience
35

Professional Registration
PE, Professional Engineer, Texas No. 124538

Education
BS, Bachelor of Science Civil Engineering, Iowa State University

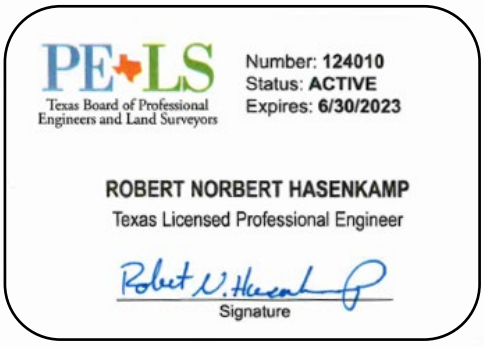
Master of Business Administration (MBA) Courses in Management, University of Texas at San Antonio

TxDOT Precertifications
3.2.1, 4.2.1

Areas of Expertise
- Management
- Coordination
- Transportation

BOB HASENKAMP, PE, LGPP

QA/QC Manager



Mr. Hasenkamp is DE Corp.'s Transportation QA/QC Manager and co-author of DEC's Quality Manual. Mr. Hasenkamp brings 35 years of civil engineering experience working on projects ranging from intersection design to multi-lane interstate highways. Expertise includes QA/QC quality management plan and compliance programs, project management, contract documents, cost estimation, budgeting, special provisions, design plan development, and construction administration. Mr. Hasenkamp has over 25 years of experience performing QA/QC management and design review, including overall design review, plan revisions, alternatives review for Value Engineering (VE) for various projects, and subconsultant review.

DEC ENGINEERING EXCELLENCE

Years of Experience
35

Professional Registration
PE, Professional Engineer, Texas No. 124010

Education
MS, Master of Science &
BS, Bachelor of Science, Civil Engineering, University of Wyoming

Certifications
LGPP, Local Government Project Procedures TxDOT Certification

TxDOT Precertifications
3.2.1, 4.2.1

Areas of Expertise
- QA/QC
- Transportation
- Plan Development

Representative Recent Projects:

FM 455 at IH 35 Interchange: Denton County. QA/QC Manager. (2022) Reconstruction and widening from 4- to 6-main lanes of 0.75 miles of IH 35, reconstruction of 4-lane frontage roads, and reconstruction and widening of 5.5 miles of FM 455, a 2-lane rural highway to 4-lane divided urban highway. The plan set was approximately 1,350 sheets. This project was reviewed at the 90, 95 and 100 percent plans submittals.

SH 71: Bastrop County. QA/QC Manager. (2022) Construction of a 4-lane overpass and 2-lane eastbound and westbound frontage roads. The plan set was approximately 400 sheets. This project was reviewed at the 60 percent plans submittal.

FM 1450: Reeves and Pecos Counties. QA/QC Manager. (2022) Reconstruction and widening of approximately 18 miles of 2-lane rural roadway with two 3-foot shoulders. The plan set was approximately 500 sheets. This project was reviewed at the 60 and 90 percent plans submittals.

FM 521 Widening - FM 2234 to SH 6: Fort Bend County. QA/QC Manager. (2022) Reconstruction and widening of a multi-lane undivided rural highway to a multi-lane divided urban roadway. The plan set was approximately 1,100 sheets. This project was reviewed at the 90 percent plans submittal.

Taylor's Bayou Widening and SH 124 Bridge Replacement: Jefferson County. QA/QC Manager. (2022) Final design plans for the widening of Taylor's Bayou and the SH 124 bridge replacement. Taylor's Bayou is being widened by 120-feet, requiring replacement of the existing, shorter bridge with a longer and wider one (3-span, 240-feet). The project includes extensive utility coordination and relocations; a 2,600-foot-long, two-lane temporary asphalt roadway and a 140-foot temporary bridge; permanent drainage; a full depth reconstruction of the SH 124 approaches; and a five phase traffic control plan. The project includes coordination with three major stakeholders including Jefferson County, Drainage District 6, and TxDOT Beaumont District. Although a County design project, the project was bid and being constructed by TxDOT.

LIZARDO CEBALLOS, PE, LGPP

Street / Roadway / Pavement Design

Mr. Ceballos brings 16 years of experience in management and design of a wide variety of schematic and PS&E transportation projects. He has been exposed to multiple engineering assignments and has served as Project Manager and major Task Lead for the development of streets, roadways, highways, and bridges as well as traffic engineering operations/design. Mr. Ceballos has completed traffic engineering analysis, roadway geometrics, retaining wall and bridge layouts, storm drainage design, traffic control plans, traffic signal plans, illumination, and signing and pavement marking design.

Representative Recent Projects:

FM 1423 Reconstruction: Donna *(TxDOT Phar).* **QA/QC Manager**. (Ongoing) DEC was selected to develop the schematic including environmental studies and documentation for this 8.4-mile-long project involving the expansion of a 2-lane FM road to 5 and 7 lanes. The limits are from SH 107 to Business 83. In an effort to improve safety along the project, several deficient horizontal curves have been re-designed. FM 1423 will also include the design of several signalized intersections with ADA access compliant ramps and pedestrian crossings. All pedestrian facilities such as sidewalks, curb ramps, and driveways will be designed in compliance with ADA requirements. This project is estimated at $72 million construction which includes coordination with the Hidalgo County Drainage District and public meetings and is over 60% complete.

Old FM 471 and Talley Road Reconstruction: San Antonio. **Project Manager/Roadway Task Lead**. (2022) Reconstruction of 3 miles of a 2-lane rural roadway to a 3- to 5-lane urban roadway with bike lanes, curbs and sidewalks. The project also included the reconstruction of drainage facilities and the addition of two signalized intersections. Mr. Ceballos was responsible for the design of the roadway geometrics, traffic engineering analysis, traffic control plan, signing and pavement markings, signals, SW3P and utility coordination. Project included join-bid utilities for minor water and sewer line relocations. **The Talley Road project won Texas APWA's 2022 *Project of the Year* Award in the Transportation category**.

Arterial 1 – IH 10 to FM 258: **Socorro**. **Project Engineer**. (2022) A new location project from IH 10 to FM 258 (4.3 miles) involving construction of 4-lane concrete pavement with bicycle lanes and raised concrete median. DEC was selected to develop a design schematic, including environmental documents/studies. DEC developed three alternatives and arrived at a preferred alignment, including vertical and horizontal profiles and preliminary cross sections. Included in this project was a bridge over UPRR and numerous District irrigation crossings. DEC coordinated closely with the City of Socorro, El Paso Irrigation Districts, TxDOT, County of El Paso, and FEMA.

Conn Brown Harbor Roadway Reconstruction: Aransas Pass. **Project Manager/ Roadway/Traffic Design Lead**. (2021) PS&E for 2-mile, $5M hike-and-bike and roadway reconstruction project. Reconstructed the existing roadway including the addition of illumination and a special roundabout design at the entrance of the Harbor. The existing facility included a 2-lane, 22-foot roadway that was upgraded to a 32-foot, 2-lane curb and gutter section with the addition of a 10-foot hike-and-bike trail.

DEC ENGINEERING EXCELLENCE

Years of Experience
16

Professional Registration
PE, Professional Engineer, Texas No. 115555

Education
BS, Bachelor of Science, Civil Engineering, Texas A&M University – Kingsville

Certifications
LGPP, Local Government Project Procedures TxDOT Certification

TxDOT Precertifications
1.3.1, 1.4.1, 1.5.1, ,3.2.1, 4.2.1, 4.4.1, 4.6.1, 7.1.1, 8.1.1, 8.3.1, 9.1.1, 10.2.1, 18.3.11, 18.4.1

Areas of Expertise
- Transportation
- Project Management
- Traffic Engineering

JOSÉ (JOE) TEJIDOR, PE

Structural Design

Mr. Tejidor is a Senior Bridge Project Manager and Lead Structural Engineer with over 38 years of experience in the planning and design of bridge structures. He supervises bridge design projects, taking the lead on complicated designs. His technical experience includes bridge layouts, superstructure, substructure and foundation design, retaining walls, and related structures.

Representative Recent Projects:

Nuevo Hueco Tanks Project: Socorro. Structural Engineer. (2022) This 1-mile project involved construction of a 4-lane concrete pavement with bicycle lanes and a raised concrete median. This was a new location project and extension of Nuevo Hueco Tanks Road project constructed two years ago. The limits are from FM 76 to SH 20. DEC developed a design schematic, including environmental documents/studies. DEC developed three alternatives and evaluated these alternatives to arrive at a preferred alignment. Included in this project was a bridge over the Union Pacific Railroad as well as district irrigation crossings. DEC coordinated closely with the City of Socorro, El Paso Irrigation Districts, TxDOT, County of El Paso, and FEMA.

SL 375 PS&E: El Paso. Structural Engineer. (2022) SL 375 was a full reconstruction project located northeast of El Paso, from Liberty Expressway to Montana Avenue. The project consisted of freeway widening from 4- to 6-lanes and the construction of new frontage roads including ramps, along approximately 4 miles of roadway.

FM 1409 Extension - FM 565 to FM 565: Chambers County. Structural Engineer. (2022) Extension of FM 1409 from FM 565 in Old River-Winfree, south across IH 10 and ending on FM 565 west of Cove (approximately 6 miles). The project will consist of a 2-lane roadway with shoulders and open ditches, a 2-lane, 500-foot-long, 6-span concrete bridge across IH 10, and off-site drainage features. DEC is managing the entire team effort, including schematics, surveying, geotechnical engineering, environmental assessment, roadway, interchange, and bridge design, traffic signals and illumination, on- and off-site storm water drainage features, traffic control plans, SWPPP, bidding, construction materials testing, inspection, and construction management.

FM 455 - Marion Road to FM 2450: Sanger. Senior Structural Engineer. (2022) DEC provided design services to upgrade 5.8 miles of existing 2-lane facility to a 4-lane, divided arterial facility with a closed drainage system, two bridge crossings, and a railroad crossing. In the vicinity of IH 35, the roadway includes a 0- to 9-foot-wide raised central median on each side of IH 35. During PS&E design of FM 455, the client added approximately 1-mile of IH 35, centered over FM 455. This portion of the project added capacity to IH 35 from 4-lane to 6-lane, with 2-lane frontage roads. Additionally, the project included new bridges over FM 455, ramp improvements, and additional drainage improvements. The proposed IH 35 improvements involve the full construction of the interstate including two bridges and one bridge class culvert. There are four entrance/exit ramps included in the project limits. These plans are included in the construction of FM 455 as an overall reconstruction of IH 35 from US 380 to the Cooke County line.

DEC ENGINEERING EXCELLENCE

Years of Experience
38

Professional Registration
PE, Professional Engineer, Texas No. 63797

Education
BS, Bachelor of Science, Civil Engineering, University of Texas Austin

TxDOT Precertifications
5.2.1, 5.3.1, 11.2.1, 14.3.1

Areas of Expertise
- Transportation
- Project Management
- Structural Engineering

RICK IBARRA, PE, PTOE, LGPP

Traffic

Mr. Ibarra has 24 years of experience in the design of surface transportation and program management. He manages and develops PS&E for Intelligent Transportation Systems. His experience includes design and project management for major freeway and arterial projects. He has experience in geometric layouts (horizontal and vertical); engineering/traffic studies and analyses; signing and pavement markings; signalization and illumination; retaining wall and bridge layouts; hydrology and hydraulics; utility facilities and coordination; contract negotiations; cost estimates; preparation of final PS&E; QAQC, and construction services.

Representative Projects:

FM 1423 Reconstruction, Donna *(TxDOT Pharr District)***. Traffic Engineer**. (Ongoing) DEC was selected to develop the schematic including environmental studies and documentation for this 8.4-mile-long project involving the expansion of a 2-lane FM road to 5 and 7 lanes. The limits are from SH 107 to Business 83 In an effort to improve safety along the project, several deficient horizontal curves have been re-designed. FM 1423 will also include the design of several signalized intersections with ADA access compliant ramps and pedestrian crossings. All pedestrian facilities such as sidewalks, curb ramps, and driveways will be designed in compliance with ADA requirements. This project is estimated at $72M construction which includes coordination with the Hidalgo County Drainage District and public meetings and is over 60% complete.

Arterial 1 Schematic Design: Socorro. Traffic Engineer. (2022) This 4.3 mile project involved the construction of a 4-lane concrete pavement with bicycle lanes and a raised concrete median. This was a new location project. The limits are from IH 10 to FM 258. DEC was selected to develop a design schematic, including environmental documents/ studies. DEC developed three alternatives and evaluated these alternatives to arrive at a preferred alignment. As part of the alternatives, DEC developed vertical and horizontal profiles and preliminary cross sections. Included in this project was a bridge over the Union Pacific Railroad as well as numerous District irrigation crossings. DEC coordinated closely with the City of Socorro, El Paso Irrigation Districts, TxDOT, County of El Paso, and FEMA.

SL 375 PS&E: El Paso. Traffic Engineer. (2022) SL 375 was a full reconstruction project located northeast of El Paso, from Liberty Expressway to Montana Avenue. The project consisted of freeway widening from 4- to 6-lanes and the construction of new frontage roads including ramps, along approximately 4 miles of roadway.

Old FM 471 and Talley Road Reconstruction: San Antonio. Traffic Engineer. (2022) Reconstruction of 3 miles of a two-lane rural roadway to a 3 to 5 lane urban roadway with bike lanes, curbs and sidewalks. The project also included the reconstruction of drainage facilities and the addition of two signalized intersections.

DEC ENGINEERING EXCELLENCE

Years of Experience
24

Professional Registration
PE, Professional Engineer, Texas, #89331

Education
BS, Bachelor of Science in Civil Engineering, Texas A&M University

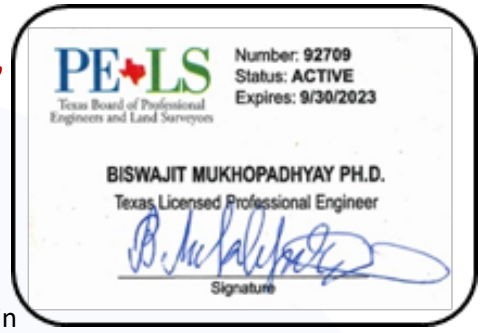
Certifications
PTOE, Professional Traffic Operations Engineer, #1810

LGPP, Local Government Project Procedures TxDOT Certification, #80829

TxDOT Precertifications
3.2.1, 4.2.1, 7.1.1, 7.3.1, 7.4.1, 7.5.1, 8.1.1, 8.2.1, 8.3.1, 8.4.1, 10.1.1, 11.1.1

Areas of Expertise
- Transportation
- Project Management
- Traffic Engineering

BISWAJIT MUKHOPADHYAY, PhD, PE, CFM, D.WRE



Hydrology & Hydraulics (H&H) / NPDES

DEC ENGINEERING EXCELLENCE

Years of Experience
33

Professional Registration
PE, Professional Engineer, Texas, #92709

Education
PhD, Geosciences, University of Texas at Dallas
MEng, Civil Engineering, University of Texas at Arlington
MSc, Geology and
BSc, Honors, University of Calcutta

Certifications
CFM, Certified Floodplain Manager, #0809-05N

TxDOT Precertifications
10.1.1, 10.2.1, 10.3.1

Areas of Expertise
- Hydrology/Hydraulics
- Bridge Scour Expertise
- NPDES Expertise
- Project Management

Dr. Mukhopadhyay has 33 years of experience in water resources engineering and management with extensive experience in research and development, master planning, H&H studies/analysis, bridge scour analysis, modeling, flood mitigation and design for various structures, channels, detention basins, stormwater pump stations, and Flood Alert Systems (FAS). His qualifications also include considerable expertise in hydrology and hydraulic engineering for watersheds and river basins, fluvial geomorphology, flood risk management, groundwater hydrology and hydraulics, and climate change and hydrology. He has recently completed authoring a comprehensive and authoritative book on Applied Hydrology with internationally reputed hydrologist Professor V.P. Singh of Texas A&M University (co-author) to be published by Cambridge University Press. The book covers all elements of modern engineering hydrology linking the theoretical foundations with state-of-the-art modeling. The printed version is expected to be available the Summer of 2023

Representative Projects:

SH 249 Extension D-B Project: Montgomery County *(TxDOT Houston).* **Drainage Project Manager.** Segment 1A design for the SH 249 design build project, which is 6.41 miles of new tolled main lanes from FM 1774 in Pinehurst to FM 1488 in Magnolia (Montgomery County). Dr. Mukhopadhyay was responsible for the drainage studies and drainage design along the corridor which consisted of 6.41 miles of 6-lane main lanes, 2-lane frontage roads, three major stream crossings, 14 major cross culverts (PS&E), and three bridges. As the drainage design lead he worked closely with the Roadway design group and was responsible for the development of the hydrology and hydraulics of the culvert and bridge crossings, production of the culvert layout sheets, hydrologic and hydraulic data sheets, and drainage impact study including scour analysis under the bridges.

SH 36 Varner Creek Bridge Scour Analysis: Brazoria County *(TxDOT Houston).* **Chief Hydraulic Engineer.** TxDOT is proposing to replace the existing bridge at SH 36 and Varner Creek in Brazoria County. Dr. Mukhopadhyay conducted a scour analysis study and prepared a report to document the methodology, assumptions, and results of the potential scours of Varner Creek associated with the proposed replacement of the SH 36 Bridge.

Bridge Scour Analysis (WA 8): Laredo *(TxDOT Laredo).* **Project Manager**. Dr. Mukhopadhyay is responsible for scour evaluations of more than 190 bridges in the TxDOT Laredo District, which includes developing HEC-HMS and HEC-RAS models for bridges and calculating scour based on HEC-18 and TxDOT guidelines. Included is preparation of scour reports and processes to batch analyze hydrology, bridge hydraulics, and scour in order to be able to deliver a large number of bridges each month.

CRAG PERRY, PE

Water Systems & Facilities Design

PE LS Texas Board of Professional Engineers and Land Surveyors
Number: 116345
Status: ACTIVE
Expires: 12/31/2023

CRAG ALEXANDER PERRY
Texas Licensed Professional Engineer
Signature

DEC ENGINEERING EXCELLENCE

Years of Experience
35

Professional Registration
PE, Professional Engineer, Texas No. 116345

Education
MS, Master of Science, Civil Engineering, North Carolina State University

BA, English, University of North Carolina

Areas of Expertise
- Project Management
- Engineering and Design
- Sanitary Sewer Utilities Water Utilities

Mr. Perry has 35 years of experience in design, project management and construction of all phases of utility and civil projects. His expertise includes infrastructure studies, engineering reports, process design, construction drawings, cost estimates, specifications, bid documents, and construction administration for water and wastewater facilities. These include water lines, water distribution systems, water treatment plants, storage facilities, pumping stations, wastewater collection systems, treatment plants, lift stations, sanitary sewer lines, and storm water facilities.

Representative Recent Projects:

West Water Treatment Plant Expansion and New Pump Station: Edinburg. Project Manager. (2019) DEC was selected for an 8.0 MGD expansion and upgrade/ improvements to the City of Edinburg's existing West Water Treatment Plant. Services provided included completing the funding application to TWDB for grant funding, design phase preliminary and final construction documents (drawings, specifications, and cost estimate), and construction phase construction management and inspection (CMI) services. The scope involved design and detailing of yard piping; new raw water irrigation canal pump station; raw water pumps; rapid mix; solid contact clarifier (flocculation/sedimentation); filter basin filter backwash/transfer well; backwash/ transfer pumps; clear well storage; high service pumps; wastewater recovery basin wastewater recovery pumps; lagoons; disinfection and chemical feed; alternate dewatering facilities; maintenance building consisting of a prefabricated metal building, sealed concrete floors, one fourteen foot roll up door, two access doors, insulated walls and roof, climate controls, and a single unisex bathroom with sink and toilet; polymer and coagulant feed system; disinfection (Chlorine) feed System; sludge dewatering facility; 100,000 gallon storage tank; and SCADA System.

Westside Water Well and Booster Pump Station: League City. Project Manager. Design of one 1,500 GPM water well with piping and all associated appurtenances; one 750,000 gallon welded ground storage tank; four 500 GPM booster pumps and control building; SCADA system; permanent diesel generator; and chemical feed system. All electrical controls, booster pumps, and feed systems are located in one control building. The building is split down the middle with the pump room occupying one half of the building and the electrical, chemical feed and chlorine feed rooms occupying the other half.

City of Houston North East Transmission Line (NETL) Project: Houston. Senior Project Engineer. (2023) Upgrade and replacement of 6,732 LF of older, smaller diameter water lines ranging in size from 4 to 16" in a highly congested area near Bush Airport.

WHCRWA Contract 35 & 36 Water Lines: Harris, County. Senior Project Engineer. (2022) Design, and construction management and inspection of 2,920 LF of 12" and 6,200 LF of 16" water line under Contract 35, and 5,000 LF of 12" and 3,000 LF of 16" water line under Contract 36. Both are part of the WHCRWA's continuing mission to supply surface water to MUDs in West Harris County.

YVONNE RIVERA, PE, PMP

Sewer Systems & Facilities Design

PE LS Texas Board of Professional Engineers and Land Surveyors
Number: 113240
Status: ACTIVE
Expires: 9/30/2023
YVONNE RIVERA
TEXAS LICENSED PROFESSIONAL ENGINEER
Signature

Ms. Rivera brings 15 years of experience in water and wastewater design, including small and large-diameter water lines, small-diameter sanitary sewer lines, water plants, wastewater treatment plants, lift stations, ground and elevated storage facilities, residuals handling facilities, and facility rehabilitation.

Representative Recent Projects:

Connally and Barkuloo, Sjolander, and Crosby Cedar Bayou Water and Wastewater Annexation Projects: Baytown *(City of Baytown).* **Project Manager.** This project included a lift station and 6" diameter force main, and over 80,000 LF of 8- to 12" diameter water line and 8- to 18" diameter sanitary sewer to recently annexed areas for the City of Baytown. Ms. Rivera provided design support and coordination with surveyors and geotechnical engineers, tree protection, electrical, and structural engineers to ensure a thorough design of all utilities in the annexed areas.

Wastewater Treatment Plant Expansion to 950,000 GPD: Houston *(Cypress Hill MUD No. 1).* **Design Engineer**. Ms. Rivera designed the addition of a Sequencing Batch Reactor (SBR), a gravity thickener, and two parallel digesters, including the addition of blowers for the digesters and new air piping, sanitary sewer lines, non-potable water lines, all piping related to the new basins, paving, drainage, SWPPP, and the Traffic Control Plan.

Glenloch Farms Wastewater Treatment Plant Expansion to 1.5 MGD and Reclaimed Water Line: Harris County *(Harris County MUD No. 383).* **Project Engineer**. Ms. Rivera served as Project Engineer for the expansion of a wastewater treatment plant to 1.5 MGD and design of a reclaimed water line, which included adding a third wastewater treatment unit and yard piping, new headworks structure, motor control center building, cloth media filter modification to existing sand filters, and a second 12" reclaimed water line.

Interim Lease Wastewater Treatment Plant No. 4: Fort Bend County *(Sienna Plantation MUD No. 5).* **Project Engineer.** Ms. Rivera was responsible for design of two wastewater treatment package plant trains, an 8" force main, a chlorination system, and site grading. She also provided construction monitoring and oversight for this project.

Windrow Lift Station No. 1: Harris County *(Harris County MUD No. 319).* **Project Engineer**. Ms. Rivera served as Project Engineer for this lift station with three, 35-horsepower pumps. She designed the layout of the site and provided the calculations for the lift station pumps, piping, and level settings. She ensured the use of City of Houston standards for the site and lift station design. She also coordinated with structural and electrical subconsultants to design the components and provided construction monitoring and oversight for this project.

DEC ENGINEERING EXCELLENCE

Years of Experience
15

Professional Registration
PE, Professional Engineer, Texas No. 113240

Education
MS, Master of Science, Civil Engineering, University of Houston
BS, Civil Engineering, Texas Tech University

Certifications
PMP, Project Management Professional, Project Management Institute (2021)

Areas of Expertise
- Project Management
- Engineering and Design
- Sanitary Sewer Utilities
- Water Utilities

ARTURO GARCIA, CFM

Drainage / Irrigation / Construction Administration & Field Support

Mr. Garcia has 13 years of experience in civil engineering primarily focused on surface transportation from schematics to final PS&E design to construction. Included are TxDOT on- and off-system roadways, county roadways, and city streets and boulevards and neighborhood streets (urban and rural). Projects have included roadway drainage, traffic engineering, traffic control plans (TCPs), signing and pavement markings, stormwater pollution prevention plans (SW3P), general notes, quantities, and cost estimation, construction support including field work, materials inspection, maintenance of field logs and files, and record drawings.

Representative Projects:

Street, Drainage, Irrigation and Water Line Improvement Project: Mercedes. Design and **Construction Support.** (2018) Analysis and design of street, drainage, irrigation, and water line improvements for various City streets in the City of Mercedes, Texas. Mr. Garcia was responsible for design support, bid phase services and procurement assistance, construction oversight and on-site field work including materials inspections, assistance with RFIs, maintenance of logs and files, and record drawings.

Conn Brown Harbor Roadway Reconstruction: Aransas Pass. Design Support. (2021) PS&E for 2-mile, $5M hike-and-bike and roadway reconstruction project for an existing roadway, including addition of illumination and a special roundabout design at the entrance of the Harbor. The existing facility included a 2-lane, 22-foot roadway that was upgraded to a 32-foot, 2-lane curb and gutter section with the addition of a 10-foot hike-and-bike trail. Mr. Garcia prepared the drainage and irrigation design, signings and paving markings, and provided on-site construction support.

Loop 250: Midland *(TxDOT Odessa).* **Design Lead**. (2021) for ramp reversals, traffic control plan, H&H analysis, drainage system, irrigation design, and signing and pavement markings as part of the final PS&E design and preparation of construction documents.

Hachar-Reuthinger Road: Laredo. Design Support. (2022) Mr. Garcia was responsible for design support of the proposed roadway for ultimate and interim schematic development including traffic control plan, H&H analysis, drainage design, and signing and pavement markings for the preliminary engineering report (PER).

Taylor's Bayou Channel Widening and SH 124 Bridge Replacement: Jefferson County. Design Support. (2022) Mr. Garcia was responsible for developing the 3D model for the SH 124 bridge replacement, bridge approaches, and widening of Taylor's Bayou by 120 feet for Jefferson County, Jefferson County Drainage District No. 6 and TxDOT.

Unmanned Aircraft Systems (UAS) Maintenance Hangar - Holloman Air Force Base (AFB): Alamogordo, NM. Field Engineer and Construction Superintendent. Mr. Garcia was responsible for coordination and oversight of all construction activities, scheduling, safety, contract administration, quality management, materials inspections, assistance with RFIs, maintenance of logs and files, and record drawings for the construction of the UAS Maintenance Hangar at Holloman AFB in Alamogordo, New Mexico.

DEC ENGINEERING EXCELLENCE

Years of Experience
13

Education
MS, Civil Engineering, University of Oklahoma

BS, Civil Engineering, Texas A&M University - Kingsville

Certifications
CFM, Certified Floodplain Manager, #3334-17N

Areas of Expertise
- Transportation
- Drainage
- On-site Construction Support & Administration (field work, material inspection, logs/files, record drawings)

DAVID GOMEZ, EIT

Geographic Information System (GIS)

Mr. Gomez has 3 years of experience engineering support services. He is experienced with ArcMap/ArcGIS including importing preliminary parcel data to prepare for use in Microstation, importing and preparing preliminary TNRIS Lidar for preliminary design, and creating maps for display. Computer skills include RISA 3D, ENERCALC, Simpson Strong Tie Anchor Designer, AutoDesk Inventor, AutoDesk Revit, AutoCAD, Ableton Live, OpenRoads, Microstation, ArcMap, and ArcGIS programs.

Representative Projects:

Nuevo Hueco Tanks Project: Socorro. **Engineering, Design** and **GIS Support.** (2022) This 1-mile project involved construction of a 4-lane concrete pavement with bicycle lanes and a raised concrete median. This was a new location project and extension of Nuevo Hueco Tanks Road project constructed two years ago. Limits are from FM 76 to SH 20. DEC developed a design schematic, including environmental documents/ studies, and three alternatives (and evaluated these alternatives to arrive at a preferred alignment). A bridge over UPRR as well as district irrigation crossings was also included. DEC coordinated closely with the City of Socorro, El Paso Irrigation Districts, TxDOT, County of El Paso, and FEMA.

FM 1423 Reconstruction: Donna *(TxDOT Pharr)*. **Engineering, Design** and **GIS Support**. (Ongoing) DEC was selected to develop the schematic including environmental studies and documentation for this 8.4-mile-long project involving the expansion of a 2-lane FM road to 5 and 7 lanes. The limits are from SH 107 to Business 83 In an effort to improve safety along the project, several deficient horizontal curves have been re-designed. FM 1423 will also include the design of several signalized intersections with ADA access compliant ramps and pedestrian crossings. All pedestrian facilities such as sidewalks, curb ramps, and driveways will be designed in compliance with ADA requirements. This project is estimated at $72M construction which includes coordination with the Hidalgo County Drainage District and public meetings and is over 60% complete.

SL 1604 – US 90 West to IH 35 South: San Antonio *(TxDOT San Antonio)*. **Engineering, Design** and **GIS Support**. (Ongoing) DEC is providing schematic design for full reconstruction of 7.5 miles of a 2-lane existing facility to a 4-lane divided facility. Included is pedestrian facilities at main intersections and innovative R-CUT turnarounds. The project scope includes design for an ultimate phase for future development that will become an expressway with frontage roads to accommodate an 8-lane roadway configuration. Design is based on State and local TxDOT standards, (delineator, striping and pavement markings), Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the Americans with Disabilities Act (ADA) universal accessibility guidelines.

DEC ENGINEERING EXCELLENCE

Years of Experience
3

Professional Registration
EIT, Engineer-in-Training, Texas No. 73115

Education
BS, Civil Engineering, University of Texas – Rio Grande Valley

Areas of Expertise
- Transportation
- Engineering and Design Support
- GIS
- Multiple engineering software (Lidar, AutoDesk Inventor, Auto Desk Revit, ArcMap, ArcGIS, OpenRoads, AutoCAD, Microstation, and more)

NANCY COLLINS, ESQ, CPM

ROW Acquisition

Ms. Collins has 39 years of experience managing Real Estate and Right-of-Way Acquisition Programs. Prior to joining DEC's Right of Way (ROW) Acquisition Department in 2017, she served at both TxDOT and the City of Houston Public Works Department. She spent four years as Staff Attorney and Land Acquisition Supervisor with the TxDOT Houston District and then joined the City of Houston as Senior Assistant Director of Real Estate in the Public Works and Engineering Department, serving there for nearly 29 years.

Representative Experience:

West Harris County Regional Water Authority (WHCRWA)/Program Management: Harris County. Real Estate and **Right of Way Acquisitions Manager**. (Ongoing) DEC is the Program Manager for the WHCRWA, responsible for the creation of a regional water authority to provide surface water to western Harris County between SH 290 and Fort Bend County west of the City of Houston. This Program also included the development of a master plan to extend service to the municipal utility districts and private well owners over a period of years to solve water problems and meet Harris-Galveston Coastal Subsidence District (HGCSD) mandates.

DEC provides management and oversees design services by other consultants for transmission mains and pumping and storage facilities. The first phase of the Program included 23 transmission main contracts, a 28 MGD pump station and ground storage facility, and development of a SCADA system for operation and monitoring of all facilities. Dannenbaum is also providing construction management and inspection services for this Program. A GIS database has been set up encompassing all facilities, easements, recorded documents, as-built drawings, etc.

Nancy is responsible for management of a Real Estate Acquisition Team acquiring over 600 parcels to-date, culminating with an estimated 2,000+ parcels.

City of Houston/Acquisitions Manager: Houston. Acquisitions Manager. Ms. Collins was responsible for overseeing all City of Houston Capital Improvement Plan (CIP) land acquisitions for water, wastewater, streets, storm sewer and general government programs such as parks, fire and police station sites, etc. Additional responsibilities included recommending CIP condemnations, surplus land sales, appraisals and appraisal reviews, feasibility studies, relocation assistance, City-wide real estate inventory records, Joint Referral Committee Chairperson (City-wide committee responsible for recommending land sales and street and easement abandonments to City Council) and coordination of various matters with the Legal Department. Ms. Collins' duties included managing teams of licensed Attorneys, Appraisers, Real Estate Agents, Surveyors, Closing Agents, and other real estate support personnel, as well as managing multi-million dollar annual operating and capital budgets.

DEC ENGINEERING EXCELLENCE

Years of Experience
39

Education
JD, Doctor of Jurisprudence, Arizona State University
BS, Business Administration, Arizona State University

Certification
CPM, Certified Public Manager

Areas of Expertise
- Real Estate and Right of Way Acquisition
- Management of Attorneys, Appraisers, Agents, Surveyors, etc.
- Management of Multi-Million Dollar Operating and Capital Budgets

4. Financial and Legal Status

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4. Financial and Legal Status

a) Actions Taken by Regulatory Agency Against or Involving the Firm or its Agents or Employees with Respect to Work Performed:

DE Corp. (DEC) currently has no actions taken by any regulatory agency against or involving the firm, its agents or employees with respect to work performed.

b) Litigation Against or Involving Firm or its Agents or Employees with Respect to Any Work Performed:

DE Corp. (DEC) currently has no claims against or involving the firm or its agents or employees with respect to any work performed.

c) Insurance Coverage the Firm Has Which Would be Applicable to the Work:

DEC's Professional Liability Insurance

- ✓ Worker's Compensation and Employers' Liability Insurance $1,000,000
- ✓ Commercial General Liability Insurance.....$2,000,000
- ✓ Business Automobile Liability Insurance $1,000,000
- ✓ Professional Liability Insurance ..... $5,000,000 per claim/aggregate
- ✓ Excess/Umbrella Liability $10,000,000

DEC Insurance Carrier

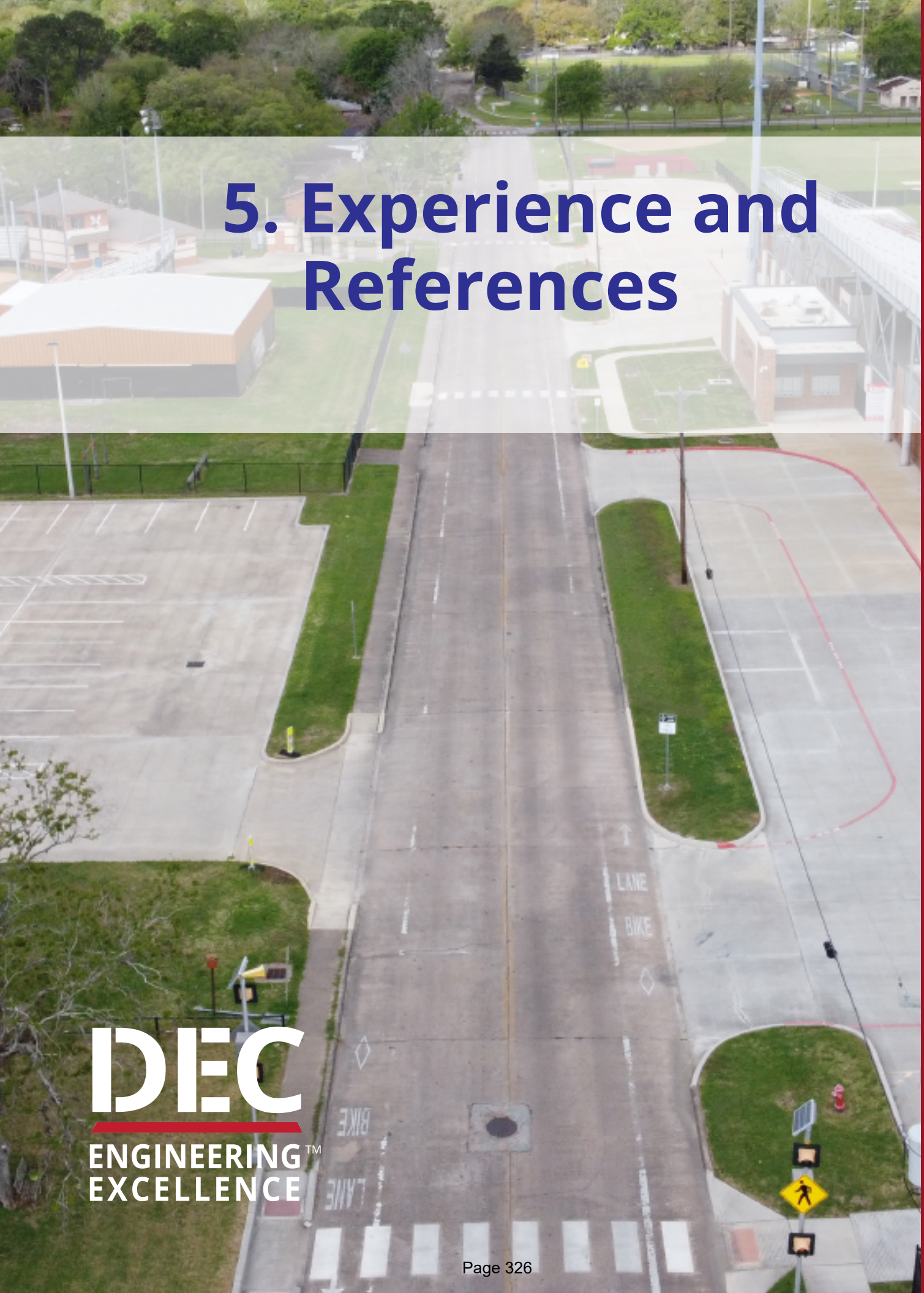
Arthur J. Gallagher Risk Management Services, LLC
2618 E. Broadway, Pearland, TX 77581
Contact: Tami Melton
P: 281-670-2978; F: 281-485-6933
Tami_melton@ajg.com

Companies Affording Coverage

- ✓ Continental Casualty Company (NAIC #20443)
- ✓ AMCO Insurance Company (NAIC #19100)
- ✓ Depositors Insurance Company (NAIC #42587)
- ✓ ALLIED Property & Casualty Insurance Company (NAIC #42579)

A copy of DEC's Master Insurance Certificate is included in the *Required Forms* section at the end of this submittal.

5. Experience and References



DEC
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5. Experience and References

a) Experience Working with Government Agencies:

DEC has worked with agencies at the Federal, State, and local levels throughout our 78 year history. including:

Government Agencies DEC Has Worked With	
• U.S. Environmental Protection Agency (USEPA)	• Texas Water Development Board (TWDB)
• U.S. Fish & Wildlife Service (USFWS)	• U.S. Coast Guard (USCG)
• U.S. Army Corps of Engineers (USACE)	• Texas Historical Commission (THC)
• Texas Parks & Wildlife Department (TPWD)	• Texas General Land Office (TxGLO)
• Federal Emergency Management Agency (FEMA)	• International Boundary and Water Commission (IBWC)
• National Marine Fisheries (NMF)	• All TxDOT Districts and Divisions
• Texas Commission on Environmental Quality (TCEQ)	• Federal Highway Administration (FHWA)
And numerous City, County, and Local Agencies, Water Authorities, MUD Districts, Water Improvement Districts, Levee Districts, and so forth.	

DEC is extremely confident in our ability to coordinate with any and all private, local, state and federal government agencies which may be involved with any infrastructure design project assigned to us.

DEC has prepared applications and obtained grant funding through most state and federal agencies. Below are a few examples:

- **RESTORE Act Grant administered through the TCEQ**
- **Texas Community Development Program (TCDP) grants administered through the GLO**
- **Research, planning, and design grants funded through the Texas Water Development (TWDB)**
- **TWDB Economically Distressed Areas Program (EDAP) Fund**
- **Federal Emergency Management Agency (FEMA) Hazard Grant program (HMGP)**
- **US Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster**
- **Recovery (CDBG-DR) Fund and a grant funded through the US EPA**

These agencies have assisted transportation agencies, municipalities, and other agencies to obtain funding for much needed transportation and public infrastructure improvements.

b) Representative Municipal and Governmental Projects:

i. FM 1423 RECONSTRUCTION: DONNA (TxDOT PHARR DISTRICT)

ii. Year Completed: *Ongoing (est. 2024)*

iii. Project Description

This project involves the reconstruction of FM 1423 (Valverde Road) from a 2-lane rural roadway to a 4- and 6-lane urban roadway. The limits are from SH 107 to BU 83 and is over 8 miles in length. DEC was selected to develop a design schematic, including environmental documents/ studies. Concerning drainage design, DEC has coordinated closely with numerous entities including Donna Irrigation District, Hidalgo County Irrigation District No. 1, and the City of Donna.

The project has three roadway sections. The first section from SH 107 to Minnesota Road is a reconstruction of the existing two-lane roadway to a four-lane curb and gutter roadway with a concrete raised median. This section will also include a 10 foot shared use path on the east side, and a 6 foot sidewalk on the west side. The second section from Minnesota Road to IH-2 is a reconstruction of the existing 2-lane roadway to a 6-lane curb and gutter roadway with a concrete raised median. This section will also include a 10 foot shared use path on the east side, and a 6 foot sidewalk on the west side. The third section from IH-2 to US Business 83 is a reconstruction of the existing 48 foot, two-lane curb and gutter roadway to a 56-84 foot, 4-lane curb and gutter roadway with 6 foot bike lanes. This section will also include a 5 foot sidewalk on the east and west side.

In an effort to improve safety along the project, several deficient horizontal curves have been re-designed. FM 1423 will also include the design of several signalized intersections with ADA access compliant ramps and pedestrian crossings. All pedestrian facilities such as sidewalks, curb ramps, and driveways will be designed in compliance with ADA requirements.

iv. Owner's Contact	Name: TxDOT Pharr District | Francisco Chapa, PE Project Manager Address: 600 W. Interstate 2, Pharr, TX 78577 Phone: 956-702-6101 | Francisco.Chapa@txdot.gov
v. Construction Cost	$3,726,499 (est)
vi. Contractor & Engineer Contact	Contractor: TBD Address: NA Phone: NA Engineer: DEC – McAllen, LLC Address: 1109 Nolana Ave, Suite 208, McAllen, TX 78504 Phone: 956-682-3677
vii. Design & Construction Cost | Completed On Time	Design Cost: Unknown | Construction Cost: $3,726,499 (est) | Project Ongoing – Schedule Met To-Date

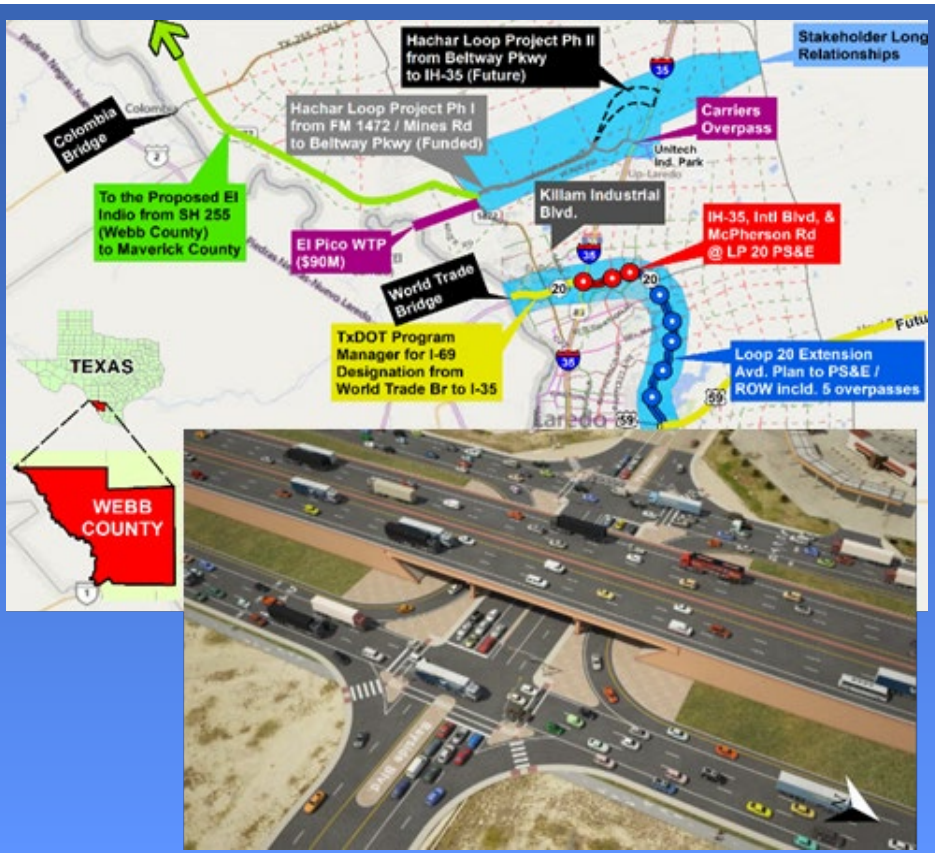
i. LOOP 20 EXTENSION PROJECT: SL 20 SOUTH OF INTERNATIONAL BLVD TO US 59: WEBB COUNTY

ii. Year Completed: *Ongoing*

iii. Project Description

The Loop 20 Extension Project involves construction of main lanes and overpasses along Loop 20 from east of International Boulevard to the US 59/SL 20 Interchange for the extension of the Loop 20 main lanes through five major intersections over 6.2 miles with a total projected construction cost of approximately $200M. DEC worked with the MPO, TxDOT, Webb County and City of Laredo to program local MPO Funds (CBI Funds) to fund the project Through development of PS&E. Webb County became the sponsoring agent and selected DEC for all advanced planning; environmental; development of PS&E (future WA) and ROW acquisition documents (future WA). Recently this project was programmed to both the short and long term. DEC serves as the lead on both the environmental and engineering aspects of the project.

iv. Owner's Contact	Name: Webb County | Luis Perez Garcia, PE, County Engineer Address: 7209 East Saunders Street, Suite 2, Laredo, TX 78045 Phone: 956-523-5295
v. Construction Cost	$200,000,000 (est)
vi. Contractor & Engineer Contact	Contractor: NA Address: NA Phone: NA Engineer: DEC – McAllen, LLC Address: 1109 Nolana Ave, Suite 208, McAllen, TX 78504 Phone: 956-682-3677
vii. Design & Construction Cost | Completed On Time	Design Cost: $1,917,445 (est) |Construction Cost: $200,000,000 (est) | Project Ongoing – Schedule Met To-Date



i. 8.0 MGD EDINBURG WEST WATER TREATMENT PLANT EXPANSION: EDINBURG

ii. Year Completed: 2019

iii. Project Description

This project consisted of an 8.0 MGD expansion and upgrade/improvements to the City of Edinburg existing West Water Treatment Plant. Services provided by Dannenbaum McAllen included completing the funding application to TWDB for funding of the project, design phase preliminary and final construction documents (drawings, specifications, and cost estimate), and construction phase construction management and inspection (CMI). Work included design and detailing of yard piping; new raw water irrigation canal pump station; raw water pumps; rapid mix; solid contact clarifier (Flocculation/Sedimentation); filter basin filter backwash/ transfer well; backwash/transfer pumps; clear well storage; high service pumps; wastewater recovery basin wastewater recovery pumps; lagoons; disinfection & chemical feed; alternate dewatering facilities; maintenance building consisting of a prefabricated metal building, sealed concrete floors, one fourteen foot roll up door, two access doors, insulated walls and roof, climate controls, and a single unisex bathroom with sink and toilet; polymer & coagulant feed system; disinfection (Chlorine) feed System; sludge dewatering facility; 100,000 gal storage tank; and SCADA System.

iv. Owner's Contact	Name: City of Edinburg | Arturo Martinez, Director of Utilities Address: 415 W. University Drive, Edinburg, TX 78541 Phone: 956-388-8212
v. Construction Cost	$7,800,000
vi. Contractor & Engineer Contact	Contractor: RP Contractors | Inc. Robert Pfeiffer, President Address: 9455 IH 35 N. New Braunfels, TX 78130 Phone: 512-392-5111 Engineer: DEC - McAllen, LLC Address: 1109 Nolana Avenue, Suite 208, McAllen, TX 78504 Phone: 956-682-3677
vii. Design & Construction Cost | Completed On Time	Design Cost: $443,851 | Construction Cost: $7,800,000 | Completed On Time

i. HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA) PROGRAM MANAGEMENT CONSULTANT: HIDALGO COUNTY

ii. Year Completed: 2020 (Contract)

iii. Project Description

DEC served as the GEC/PMC providing engineering services for all services required for the development of all projects undertaken by Hidalgo County RMA for the entire proposed ultimate 110-mile Hidalgo County Loop. DEC implemented a short term strategic plan (2014-2018) for the development of 30 miles of roadway for a total development cost of $394M that included $294M in construction expenditures, 564 parcels for acquisition, 1,210 acres of right-of-way, including the management of six PS&E design contracts, two federal environmental assessment documents, various utility relocations, and traffic and revenue studies. Scope also included the creation of project controls and document controls to assist the agency amass the information they needed when reporting to TxDOT, County, or Stakeholder. The RMA received a Finding of No Significant Impact (FONSI) environmental clearance on an 11-mile new location project. DEC coordinated all of the post NEPA activities such as 404 permitting and hazardous site assessments. DEC subsequently developed a plan of action to environmentally clear the remaining mid- and long-term roadway projects in the HCRMA system.

iv. Owner's Contact	Name: HCRMA | Pilar Rodriguez, P.E., Executive Director Address: 118 S. Cage Blvd. 4th Floor, Pharr, Texas 78577 Phone: 956-402-4762
v. Construction Cost	$1,896,867,741 (entire Loop w/SH 365 (Segs. 1 - 3): $188,168,000 | IBTC: $129,367,433)
vi. Contractor & Engineer Contact	Contractor: Foremost Paving, Inc. (SH 365 Seg 3) Address: 22630 N. FM 88, Elsa, TX, 78543 Phone: 956-316-8911 Engineer: DEC – McAllen, LLC Address: 1109 Nolana Avenue, Suite 208, McAllen, TX 78504 Phone: 956-682-3677
vii. Design & Construction Cost | Completed On Time	N/A* (*PMC contract did not allow PMC to perform design) | Construction Cost: $1,896,867,741 | Completed On Time

i. CITY OF MCALLEN 29TH STREET WIDENING/EXTENSION PROJECT: MCALLEN, TX

ii. Year Completed: *Ongoing*

iii. Project Description

This project consists of widening and extending existing 29th Street from a 2-lane roadway with open ditches to a 2-lane curb and gutter roadway with a bi-directional turning lane, bike lanes, sidewalks, storm sewer system, and water and sewer modifications and improvements. DEC is providing services that include a Study and Report Phase to clarify Owner requirements, analysis of Owner needs, and a general economic analysis of owner requirement applicable to various alternative designs; Preliminary Design Phase Services consisting of preliminary PS&E, and ROW acquisition, utility coordination, and topographic survey. In addition, Final Design Phase services include preparation of final construction documents (PS&E). Bid Phase Services include distribution of plans and specifications, conducting a pre-bid conference, issuance of addenda, assisting the Owner in obtaining and tabulating bids, preparation of the Engineer's recommendation, and consultation with and advise to the Owner as to the acceptability of subcontractor, and substitution of materials and equipment as may be proposed by the Contractor. Also, Construction Phase Services consisting of site visits, review of shop drawings and other submittals, response to RFI's, preparation of change order, review of Contractor requests for substitution, review of Contractor schedule of values, work schedule, requests for payment, preparation of monthly progress reports, conducting substantial and final completion inspections, and preparation of project close-out documentation is included.

iv. Owner's Contact	Name: Address: Phone:	City of McAllen | Yvette Barrera, PE, City Engineer 1300 Houston Avenue, McAllen, TX 78501 956-681-1150 | Email: ybarrera@mcallen.net
v. Construction Cost	TBD	
vi. Contractor & Engineer Contact	Contractor: Address: Phone: Engineer: Address: Phone:	2GS LLC- Earth Works Enterprise PO Box 595, Penitas, TX 78576 956-424-3414 DEC – McAllen, LLC 1109 Nolana Avenue, Suite 208, McAllen, TX 78504 956-682-3677
vii. Design & Construction Cost | Completed On Time	Design Cost: $505,849 (est) |Construction Cost: TBD | Project Ongoing – Schedule Met To-Date	

i. DEPARTMENT OF HOMELAND SECURITY (DHS) BORDER WALL AND 37-MILE HIDALGO COUNTY/ US INTERNATIONAL BOUNDARY AND WATER COMMISSION (USIBWC) RIO GRANDE RIVER LEVEE IMPROVEMENT PROJECT: HIDALGO COUNTY

ii. Year Completed: 2012 | Design Completion Date: 2010 | Construction Completion Date: 2012

iii. Project Description

DEC provided evaluation, design and construction management services for the raising of over 37 miles of USIBWC Rio Grande River and floodway levees, allowing USIBWC and Federal Emergency Management Agency (FEMA) to certify the levees in Hidalgo County. This project included extensive hydraulic and geotechnical analyses. Included in the 37 miles were 20 miles of concrete structure combining the raising of the levee with the DHS Border Wall. The project resulted in a direct grant to Hidalgo County Drainage District No. 1 (HCDD1) of over $150M and was designed and constructed within 16 months. Included were planning, preliminary engineering, data gathering, final design, preparation of complete PS&E documents and construction phase and inspection services for the improvement of the areas within Hidalgo County with the intent to raise the levees from one foot to 6 feet in height to meet FEMA freeboard requirements for levee certification, as well as to construct an 18-foot levee/tactical wall to meet DHS requirements. DEC provided these services in accordance with U.S. Army Corps of Engineers (USACE), USIBWC and DHS standards and guidelines for over 37 miles of levee. Surveying services involved horizontal control using Static GPS procedures and vertical control using electronic, digital level and based on NGS first-order benchmarks. Due to Value Engineering services, the DEC team was able to lower the construction cost from bid time ($215,017,090) to final construction ($213,000,000), resulting in a savings of $2,000,000. The project also included preparing all FEMA levee certification documents.

iv. Owner's Contact	Name:	Raul E. Sesin, PE, CFM, General Manager
	Address:	902 N. Doolittle, Edinburg, Texas 78542
	Phone:	956-292-7080
v. Construction Cost	$213,000,000	
vi. Contractor & Engineer Contact	Contractor:	SER Construction, Inc.
	Address:	3636 Pasadena Blvd, Pasadena, TX 77503
	Phone:	713-473-7900; Ballenger (no longer active); Williams Brothers Construction Company, Inc.
	Engineer:	DEC – McAllen, LLC
	Address:	1109 Nolana Avenue, Suite 208, McAllen, TX 78504
	Phone:	956-682-3677
vii. Design & Construction Cost | Completed On Time	Design Cost: $8,786,250 | Construction Cost: $213,000,000 | Completed On Time	

i. CONN BROWN HARBOR ROADWAY RECONSTRUCTION AND SHARED USE PATH: ARANSAS PASS

ii. Year Completed: 2021 | Design Completion Date: 2020 | Construction Completion Date: 2021

iii. Project Description

The City of Aransas Pass selected DEC to design and manage the reconstruction of Conn Brown Harbor. DEC oversaw all roadway reconstruction design and implementation of a hike- and-bike path. Our team proposed a design that included the addition of new curbs and sidewalks and the improvement of an existing intersection. DEC implemented an innovative intersection improvement option, which entailed a roundabout intersection. This innovative intersection was presented and accepted by the City Council as we clarified functionality concerns by illustrating 3D renderings to the City and concerned local citizens.

Additional features, such as added alternatives, included Harbor Point Park parking lot resurfacing, proposed roadway signage and pavement markings, a continuous looping system for the existing municipal water line, a street and pedestrian safety illumination system, and a flexible pavement alternative. A strategic Traffic Control Plan was introduced to maintain roadway access to the harbor at all times. The proposed construction TCP sequence was designed to accommodate the proposed roadway reconstruction phases without impacting local businesses or access to the harbor. We managed the development of the bid proposal package along with selecting the most qualified bidder by presenting a bid tabulation table. *This project was completed on schedule and was federally funded by the Economic Development Administration "Investment Award" Grant.*

iv. Owner's Contact	Name: Address: Phone:	City of Aransas Pass | Gary Edwards, City Manager 600 W. Cleveland, Aransas Pass, TX 78336 361-758-5301 | gedwards@aptx.gov
v. Construction Cost	$5,200,000	
vi. Contractor & Engineer Contact	Contractor: Address: Phone: Engineer: Address: Phone:	NA NA NA DEC – McAllen, LLC 1109 West Nolana Ave, Suite 208, McAllen, TX 78504 956-682-3677
vii. Design & Construction Cost | Completed On Time	Design Cost: NA | Construction Cost: $5,200,000 | Completed On Time	

i. TALLEY ROAD MOBILITY ENHANCEMENT AND FLOOD MITIGATION PROJECT: BEXAR COUNTY

ii. Year Completed: 2022 | Design Completion Date: 2022 | Construction Completion Date: 2022

iii. Project Description

DEC was contracted by the Bexar County Public Works Department to develop a Preliminary Engineering Report and perform PS&E services for the Talley Road Mobility Enhancement and Flood Mitigation Project. The contract consisted of surveying services, environmental/ permitting services, geotechnical analysis, utility coordination, SUE, drainage analysis, traffic control plan (TCP), traffic signals, and construction phase services.

The Talley Road Mobility Enhancement and Flood Mitigation project consisted of improvements along two roadways in northwest Bexar County. This project was the centerpiece of an area of significant growth that had impacted the existing roadway and drainage systems. The project improved an existing 2-lane narrow rural section to an urban 3- to 5-lane curb-and-gutter urban roadway. It included intersection improvements along FM 471 and areas with narrow ROW, resulting in a challenge to fit the proposed storm sewer system and roadway section.

Other challenges included the utility conflicts with power poles, water, and gas lines. The DEC team performed several roadway and drainage design adjustments to minimize conflicts and begin utility adjustments before construction. Bexar County and DEC worked together with SAWS and proposed the water line adjustments be done via joint bidding. Given the numerous water line conflicts with storm sewer pipes and inlets, doing a joint bid allowed for the same contractor to work simultaneously on both drainage and water lines, resulting in reduced risks and acceleration of the work schedule.

The project was completed 6 months ahead of schedule and within budget.

The Talley Road Mobility project also won **Texas APWA's 2022 Project of the Year Award in the Transportation category**, $5M to $25M division.

This project greatly improved the safety and mobility of communities in northwest Bexar County.

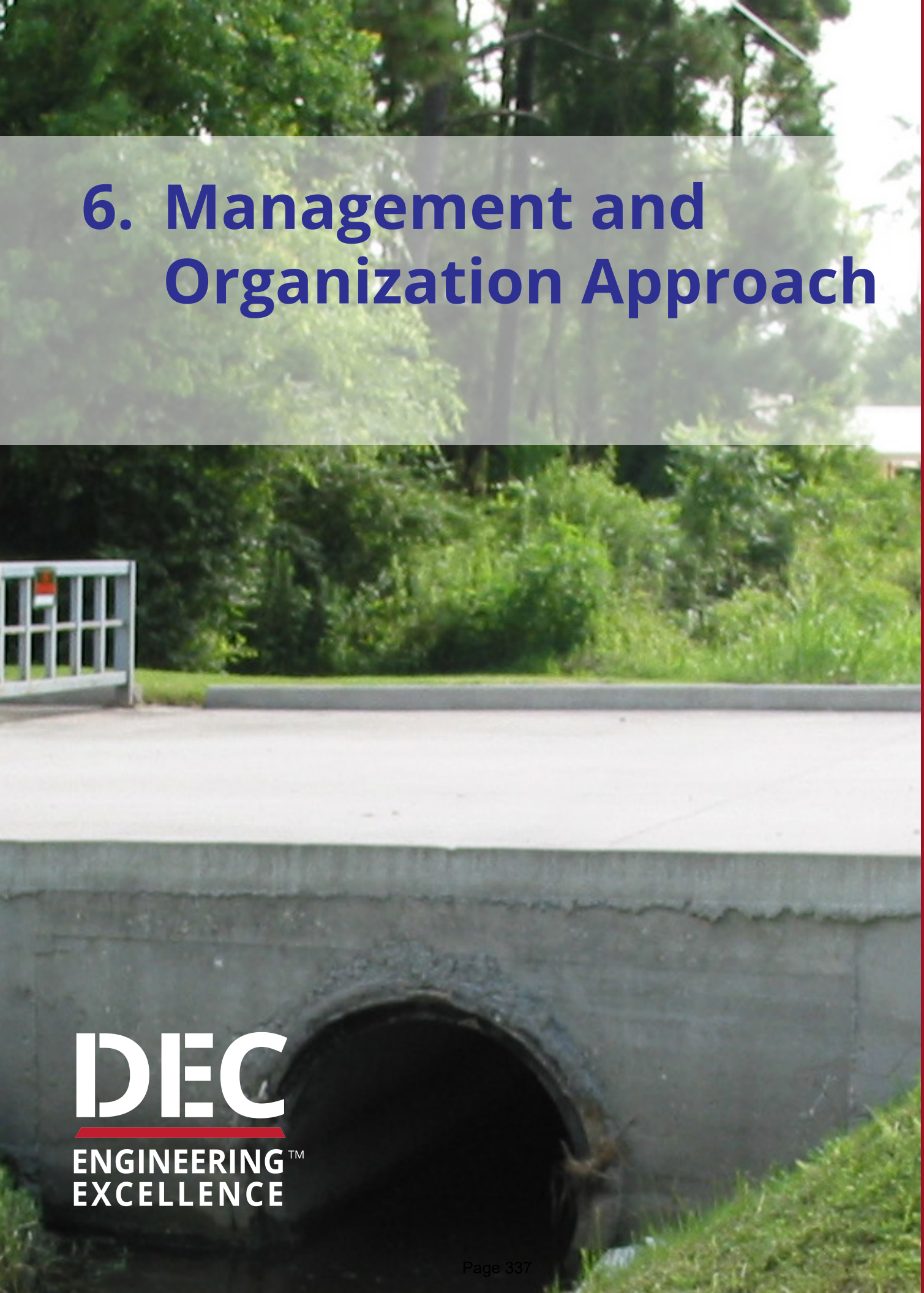
iv. Owner's Contact	Name: Bexar County | Reggie Fountain, PE, Operations Engineer Address: 1948 Probandt Street, San Antonio, TX 78214 Phone: 210-335-7065 | reggie.fountain@bexar.org
v. Construction Cost	$15,600,000
vi. Contractor & Engineer Contact	Contractor: NA Address: NA Phone: NA Engineer: DEC – McAllen, LLC Address: 1109 West Nolana Ave, Suite 208, McAllen, TX 78504 Phone: 956-682-3677
vii. Design & Construction Cost | Completed On Time	Design Cost: NA | Construction Cost: $15,500,000 | Completed Ahead of Schedule

Talley Road Mobility Enhancement and Flood Mitigation Project: Bexar County

c) List of All Projects Currently Under Contract:

- **FM 1423 Reconstruction/Expansion: Donna, TX** (TxDOT Pharr)
- **USIBWC Santa Maria to Los Indios Levee Lower Rio Grande Flood Control Rehabilitation Project, Cameron County, TX**
- **Traffic Engineering On-Call Contract (3 yrs/$3M): San Antonio, TX** (TxDOT San Antonio)
- **SL 1604 – US 90 West to IH 35 South: San Antonio, TX** (TxDOT San Antonio)
- **Bridge Scour Analysis (WA8): Laredo, TX** (TxDOT Laredo)
- **West Harris County Regional Water Authority (WHCRWA) Program Management: Harris County, TX**

6. Management and Organization Approach



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6. Management and Organization *(maximum 2 pages)*

a) Firm's Understanding:

DEC understands the City of San Juan intends to contract with one or more firms to provide basic engineering and consulting services to be specified more fully in the contract agreement to be negotiated after selection. DEC also understands the City reserves the right to include additional project elements in the initial or subsequent professional services agreements at its sole discretion. The basic services or general engineering services could cover any municipal or public infrastructure related project, but is anticipated to be primarily *focused on street or surface transportation projects*. These services could include (but not be limited to) design and/or contract documents suitable for bidding purposes for streets and roadways, traffic engineering, drainage, storm sewer, water, wastewater, trails and landscaping.

Below is a short list of potential services *(not all inclusive)*:

Program Management	Street / Roadway / Pavement Design	Traffic Impact Analysis (TIA)
Project Management	Intersection Geometrics / Layouts	Intelligent Transportation Systems
Construction Management / Inspection	Road / Intersection Analysis	Railroad Planking & Warning Devices
Conceptual Planning / Master Planning	Pavement Markings & Delineation	Utility Coordination / Relocation
Major Investment / Feasibility Studies	Bridge / Structural Layout / Design	Water / Sanitary Sewer Lines
Hydraulic / Hydrologic Analysis, Modeling & Design	Sidewalks / Bicycle & Pedestrian Facilities	Water / Wastewater Systems Rehabilitation / Design
Impact & Mitigation Analysis	Traffic Engineering	Land Development / Site-Civil
Local / Regional Drainage & Detention	Traffic Modeling / Simulation	Aesthetic Design

DEC understands the scope of services for projects under this RFQ may require the engineering consultant to be experienced in numerous disciplines and types of design, such as street and roadway, traffic engineering, H&H, water and wastewater systems and facilities, etc. Specifics will differ for every project and DEC will adjust the scope and services for the project to its complexity and requirements. DEC also offers a full range of modeling, alternatives analysis, special use district creation, cost estimation, benefit to cost comparison, GIS mapping, ROW acquisition, public involvement, grant application assistance, and more.

b) How the Firm will Organize to Perform Services: DEC organizes projects under the "design team concept." The services required will fall to one (or several) task leads assigned by the PM, and that task lead (or leads) will communicate directly with internal staff to assure the City's tasks are on a path to successful completion. Those task leads report on their progress typically on a weekly basis and the PM then expeditiously handles internal or external resolutions to all concerns or issues to ensure the project moves forward. DEC's required levels of communication, including documentation, scheduling and budget controls, over our multidisciplinary teams starts with the client's Notice to Proceed. We subscribe to an open participation concept with all project teams meeting frequently to discuss and deliberate on any concerns or identify any obstacles. Our project teams gather weekly for the purpose of discussing project progress and the inevitable issues that arise no matter how small, working together to find resolutions that work with all other project disciplines and tasks. This creates a dynamic where solutions are found quickly as the group develops a collective knowledge about ways to mitigate obstacles and/or organize stores of information to help accelerate a project.

c) How the Firm will Solicit Interested Stakeholders, Residents, City Commission, Staff and Users in the Programming and Design Phases: Given DEC's history of experience with delivering large infrastructure projects with governmental clients, it is understood that garnering information from the public is a natural way to gauge a community's understanding of the issue and presents us with a challenge to help our clients manage the community perception. As projects require a public involvement process, DEC will help the City achieve that milestone by providing a set of options to present the project at hand in a multimedia fashion. Project flyers, 3-D renderings, and narrated public awareness messages all go to help spread the word about the project and can be used to promote public and stakeholder meetings. DEC has felt it is good to be first to deliver the message about a project via City websites, social media, or volunteers who are willing to promote by word of mouth or church groups so that the public does not create their own expectation. Once information is disseminated, then there are a number of venues available for outreach. Once the data is gathered it would fall on DEC to present those findings in a summary report that can be used as the basis for decisions the City Commission would make during projects that are primarily in the programming stage or to make final decisions on funding to be allocated for construction (e.g. bond sale). DEC understands the importance of an informed citizenry, and many state/federal/bond market forms of funding require a documented process showing the public was considered and engaged in those infrastructure decisions.

d) Procedures for Assisting in Development of Project Scheduling, Coordination of Consultants, Quality and Cost Control: In order to efficiently execute multiple assignments with different critical paths, DEC utilizes a **Triple Constraint or PM Triangle** that simultaneously manages the cost, scope, and schedule of every project. Resources are managed by establishing workload projections early on in the assignment. This allows the PM to identify when peak resources will be needed and how to shift staff with the goal of balancing resources. To accomplish this, our document control, QA/QC manager, and PM will utilize in-house tools, Project Management Plan (PMP), and other resources to accurately manage cost, scope, and schedule. This allows us to develop accurate and comprehensive scopes, budgets, and baseline schedules. ● **Critical Path Scheduling**: DEC uses Primavera (P6) to create resource-loaded Critical Path Schedules (CPS). CPS will be used to schedule and monitor activities for all City projects. We will divide the project into work tasks and assign each task a time duration and resource requirement. These tasks will be sequenced with prerequisite tasks listed first. Our analysis of the sequenced chart will allow us to determine the critical path tasks and focus the resources needed for each task appropriately. ● **Contingency Plan**: DEC determines the budget, personnel, and software to meet project goals. While we anticipate using the same team throughout the life of a project, but we understand that changes occur. Our team will create a contingency plan to maintain continuity and create a seamless transition of resources. Our resource allocation ensures items and tasks are fulfilled timely and accurately. Another component of our contingency plan is our organization of staff to identify issues before they arise. Our PM, Arnold Ramirez, is well-versed in the expertise of his staff and will make sure assignments are given to the most qualified team member(s). If needed, Principal-in-Charge, Nick Bokaie, will assign additional qualified staff to complete tasks needed for an accelerated schedule. ● **Coordination of Consultants**: DEC prepares a tailored Project Management Plan (PMP) at the outset of each assignment which identifies all required major tasks and milestones. We hold an internal meeting typically twice monthly which includes our subconsultants to go over the schedule, budget and tasks that are priority. We maintain our communication with our consultant firms closely to ensure nothing is overlooked. The consultants on the team are required to inform and/or copy all communication to our PM, QAQC manager, and any other designated POC on the team. We have a stringent document control procedure and require all calls, emails, texts, teams meetings, etc. to be documented and logged. ● **Quality and Cost Control**: DEC automates the QA/QC process in real time using technology to assist, including Bluebeam, which streamlines the documentation process and thereby assists in assuring quality as well as controlling cost.

DEC utilizes state-of-the-art technical resources readily available to meet all schedule and budget demands. **A few of these include:**

ProjectWise and SA File Management System (FMS) to manage all tasks and create uniformity in project development and documentation. Updating in real-time ensures all project team members have access to the most recent files. This reduces re-work and assures that the client has access to necessary project files.

Primavera Scheduling to develop a *Critical Path Method* schedule which identifies project milestones and constraints in detail. The schedule can be resource-loaded to determine adequate staffing levels.

Bluebeam automates the QA/QC process in real time, streamlining the documentation process.

e) Engineering Team's Approach to Communication with City: Effective coordination between the DEC team and the City is vital. Regular meetings will be scheduled with the City to review progress and coordinate upcoming work on any project undertaken. We will provide regular progress reports that describe current status, a look-ahead to upcoming tasks, and outstanding issues to be addressed and, if needed, update the project schedule. In addition, regularly scheduled internal team coordination meetings will ensure adherence to design intent, standards, budget, and schedule. At the start of an assigned project, we will engage City staff in a scoping meeting to assure that (among other things) we are aware of our point-of-contact on the contract, and all correspondence, data, and communications will filter to that POC (or his/her assigned person). Conversely, DEC's PM will establish protocols for copying particular staff to help expedite certain tasks (proper task leads, PM and possibly DPM, if assigned). Our approach to effective communication with the City will be 'hands on' and any issue will have a 24-hour (maximum) turnaround on emails or calls with a timeframe status for completion of tasks. We will strive to be as responsive as necessary and, given that we live in a connected digital world most responses will be immediate (calls) or within short periods of time from the initial contact. **DEC believes that effective communication is vital to the success of any project.**

f) Engineer's Approach to Code Analysis and Jurisdictional Approvals: The task lead will always review the goals of each product - environmental clearance or final design - and will draw from their myriad of project experiences to schedule each project with respect to production time necessary to complete, but also takes into account reviews by the client, other state/federal agencies, the county, and utility providers. Those reviews are scheduled into our resources-loaded master schedule which helps us achieve critical path scheduling to assure we achieve deadlines (or recover schedule should portions of the scope take additional time - such as agency reviews). DEC will assure project controls sets the foundation for multidisciplinary, regionally dispersed teams working with proper access controls, document hierarchy, and access (desktop/mobile). Our previous success is showcased with our ability to utilize ProjectWise, Appia, and SharePoint servers to expedite projects with multiple consultants and client access to files in real-time. DEC has solutions that assure our production teams (and any other consultants the City desires), Contractors and City Staff have access to project files which expedite project development time. Schedules will be stored in a central server available to all. The team and any subconsultants will be tied to the master schedule to assure no one component poses significant risk to the schedule. Cost controls are initiated by our contracts management team that imposes strict invoicing guidelines onto subconsultants and other labor providers, and invoices are carefully reviewed against compliance checklists so that all documentation, backup, and reports are submitted with each invoice.

Required Forms

DEC
ENGINEERING™
EXCELLENCE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-992958

Date Filed:
03/09/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
DE Corp.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of San Juan

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ 23-010-03-16
Request for Sealed Qualifications Engineering Services (DEC 914849)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Maksoud, Michel	Houston, TX United States	X	
Bokaie, Nick	Houston, TX United States	X	
Sallese, Christopher	Houston, TX United States	X	
Sheldon, Steve	Houston, TX United States	X	
Petterson, Johan	Houston, TX United States	X	
Ahrens, Wayne	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Nick Bokaie, and my date of birth is 01/01/1957.

My address is 3501 Harvest Moon Lane (street), Pearland (city), Tx (state), 77584 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 9th day of March (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

DE Corp. (DEC) *(formerly known as Dannenbaum Engineering Corporation)*

2 [X] **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NA

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

NA

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

[ ] Yes [ ] No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

[ ] Yes [ ] No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NA

6 [ ] Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

March 15, 2023

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/25/2022

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
2618 Broadway St
Pearland TX 77581

CONTACT NAME: Tami Melton
PHONE (A/C, No, Ext): 281-670-2978 **FAX (A/C, No):** 281-485-6933
E-MAIL ADDRESS: tami_melton@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : AMCO Insurance Company	19100
INSURER C : Depositors Insurance Company	42587
INSURER D : ALLIED Property & Casualty Insurance Company	42579
INSURER E :	
INSURER F :	

INSURED DECORP0-01
DE CORP
P O Box 22292
Houston TX 77027

COVERAGES **CERTIFICATE NUMBER:** 1059439016 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			ACP GLAO 31100114071	6/1/2022	6/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ACP BAPC 3110114071	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			ACP CAD 3110114071	6/1/2022	6/1/2023	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ACP WCA 3110114071	6/1/2022	6/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Claims Made			AEH254055022	6/1/2022	6/1/2023	Each Claim Aggregate Knowledge Date	$ 5,000,000 $ 5,000,000 2/1/2003

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

See Attached...

CERTIFICATE HOLDER

Sample Certificate

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: DECORP0-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, Inc.	DE Corp. (formerly Dannenbaum Engineering Corporation) P O Box 22292 Houston TX 77227-2292
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

The General Liability, Auto and Workers' Compensation policy includes a Blanket waiver of subrogation endorsement when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

The General Liability is primary and non-contributory to other insurance when required by written contract.

The umbrella liability coverage is follow form as respects the additional insured and waiver of subrogation provisions of the underlying policies. Professional liability coverage is excluded from the umbrella liability.

The General Liability, Auto and Workers' Compensation policy includes a Blanket 30 Day Notice of Cancellation except 10 Days for Non Payment of Premium.

Complete Named Insured:
Dannenbaum Engineering Corporation
Dannenbaum Engineering Corporation dba Barden & Bartow
Civil Engineering Corporation, a Dannenbaum Company
Dannenbaum Engineering Company – Austin, LLC
Dannenbaum Engineering Company – Dallas, LLC
Dannenbaum Engineering Company – El Paso, LLC
Dannenbaum Engineering Company – Fort Worth, LLC
Dannenbaum Engineering Company – Houston, LLC
Dannenbaum Engineering Company – Laredo, LLC
Dannenbaum Engineering Company – McAllen, LLC
Dannenbaum Engineering Company – San Antonio, LLC
Dannenbaum Engineering Corporation / Klotz Associates Inc. a Joint Venture
Dannenbaum Engineering Corporation dba Falcon Point Associates
Dannenbaum Engineering Corporation dba Formosa Plastics Corporation USA
Dannenbaum Environmental Corporation
Dannenbaum, Dodson and ECS Joint Venture
Dannenbaum, Gerwick, Joint Venture
Dannenbaum, W.P. Moore & Terra Nova, Joint Venture (fka Dannenbaum Dodson & Terra Nova JV)
DECTEC LLC
Engineering Holding Corporation
ICE & Dannenbaum JV
JB Dannenbaum Consulting Engineers
Munoz & Dannenbaum JV

DEC - Houston, LLC
DEC - San Antonio, LLC
DEC - South Texas, LLC
DEC - North Texas, LLC
DEC - El Paso, LLC
DEC - Texas, LLC
DEC - Central Texas, LLC
DEC - Rio Grande Valley, LLC

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STATEMENT OF QUALIFICATIONS

RFQ NO: 23-010-03-16 PROFESSIONAL ENGINEERING SERVICES

TRIMAD CONSULTANTS L.L.C.

Firm Number F-18526

1803 Mozelle St.
Pharr, Tx 78577
(956) 688-8860

Prepared For:
City of San Juan

Date:
March 15, 2023

Table of Contents

City of San Juan

Section I – Cover Letter

Section II – Firm Information

Section III – General Firm History / Qualifications

Section IV – Financial and Legal Status

Section V – Experience and References

Section VI – Management and Organizational Approach

Section VII – Appendix

TRIMAD
CONSULTANTS L.L.C.

March 15, 2023

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

SUBJECT: RFQ No. 23-010-03-16
Professional Engineering Services

Dear Ms. Maldonado:

Trimad Consultants, L.L.C. (TRIMAD) is pleased to submit its Company's Staff Portfolio for the Request for Statements of Qualifications of the above mentioned. Mr. Ricardo Salazar, P.E., President, has over 18-Years of experience with water and wastewater infrastructure projects throughout the Rio Grande Valley (RGV) and South Texas Region. Mr. Salazar has worked in the RGV his entire career in Civil Engineering applications, Surveying, Development, Paving, and Drainage projects.

Mr. Salazar have served the cities of Pharr, Elsa, Weslaco, Donna, Edinburg, Sullivan City, Rio Grande City, Roma, McAllen Public Utility (MPU), and Brownsville Public Utility Board (BPUB) among others. Projects delivered include wastewater treatment, lift stations, recycle pump stations, water treatment, water main, water transmission main, elevated storage tanks, water and wastewater master planning, water and wastewater modeling, and construction management.

Mr. Salazar has a long history of working with the Texas Water Development Board (TWDB) and the United States Department of Agriculture (USDA). Moreover, we have had tremendous success in securing both low interest rate loans as well as grant funding.

We are committed to assisting the City of San Juan in any infrastructure project by providing both efficient and innovative cost-effective solutions. Being that Trimad is a local firm located in Pharr, Texas, we are positive that we can provide fast and effective engineering solutions for any project challenge.

Please note that the proposal set forth in this Statement of Qualifications remains effective for a period of 90 calendar days.

Thank you for the opportunity to serve the City of San Juan.

Sincerely,

Ricardo Salazar, P.E.
President

Firm Information

City of San Juan

Firm Information

Trimad Consultants, LLC
1803 Mozelle St.
Pharr, TX 78577
(956) 688-8860

Firm Structure

Corporation
6 employees in total

Years in Business

Trimad Consultants, LLC was established in 2017.

Name of principals in firm.

Ricardo Salazar, P.E.
Rsalazar@trimadstx.com
P: (956) 688-8860
M: (956) 497-5355

Primary Contact

Ricardo Salazar, P.E.
Rsalazar@trimadstx.com
P: (956) 688-8860
M: (956) 497-5355

Organizational Description.

- 1 Licensed Professional Engineer
- 4 Graduate Civil Engineers
- 2 Administrative Support Staff

Firm Philosophy

Quality is at the heart of TRIMAD's culture and success. Delivering superior Quality service is reinforced in every aspect of our business. We measure the Technical Quality of our services by several methods including:

- Identifying and prioritizing project risks and how to mitigate them before they occur
- Designing a project that meets and exceeds the expectations of the client within the constraints of cost, schedule, and scope.
- Producing contract documents that are well coordinated with other disciplines and incorporate specific owner needs.
- Having a zero-tolerance tract record of non-owner initiated change orders during construction.
- Durability and ease of operation and maintenance of the completed work.

The processes we employ to achieve these goals are proven and rigorous. We not only have strong technical experience and talented staff, but we also look for and reward personal dedication to go the extra mile to ensure success and exceed client expectations.

General Firm History and Qualifications

City of San Juan

Firm Identification

Trimad Consultants, L.L.C. (TRIMAD) is a civil engineering consulting firm that incorporated in 2017 but didn't practice until 2019. Although TRIMAD is a new firm, Trimad has extensive experience in delivering an array of complex projects with a strong emphasis in supporting municipal and private infrastructure including roadway, transportation, stormwater management, drainage improvements, wastewater treatment, sanitary sewer collection, water treatment plant, and water distribution projects. TRIMAD is certified by the South Central Texas Regional Certification Agency as an Emerging Small Business Enterprise (ESBE), Hispanic American Business Enterprise (HABE), Minority Business Enterprise (MBE), Small Business Enterprise (SBE). Trimad is also certified by TxDOT, Disadvantaged Business Enterprise (DBE), SBA HUBZone and SBA 8(a).

Trimad Consultants, LLC
TBPE Firm No. F-18526
Mr. Ricardo Salazar, P.E.
President
1803 Mozelle Street
Pharr, TX 78516
(956) 688-8860
rsalazar@trimadstx.com

Statement of Availability and Commitment

Trimad understands that having experienced personnel that work well as a team and maintain communication with the client is key to the successful completion of any assignment. Trimad offers well-qualified professionals in planning, design, and construction with a history of excellent customer service. Ricardo Salazar, P.E. (Principal) is both a Project Manager and Principal-in-Charge. The principal is knowledgeable and an experienced leader that will ensure the team is well organized and receives the highest priority of available resources. The points of contact of the different services are outlined in our organizational chart with the leader of each service reporting directly to the principal for updates on project status and coordination issues.

The principals, who will be assigned Project Manager for City of San Juan Projects, are available and the level of involvement in the technical design will depend on the specific project assignment. Generally, the Principal may be available to devote as much as 80% of time to City of San Juan Projects.

Trimad has an office conveniently located in the RGV (Pharr, Texas) and will be able to quickly respond to any Hidalgo County assignments.

Trimad has extensive experience working in a task order arrangement. Trimad is currently serving the City of Pharr Utilities, the City of San Juan, and the City of Alamo. Trimad is currently successfully completing most of their assignments. Trimad establishes communication protocols at the design kickoff meeting and identifies key project challenges and issues. Communication structure during the project includes routine updates with the Project Manager and any sub-consultant representatives to check status, provide feedback, manage changes, and maintain a timely schedule.

Resumes

RICARDO SALAZAR, P.E.

Project Engineer
TRIMAD CONSULTANTS, L.L.C.

EDUCATION

Bachelor of Science in Civil Engineering
Texas A&M Kingsville

Texas P.E. No. 125392

PROFESSIONAL AFFILIATIONS

Water Environment Association of Texas (WEAT) – Member

American Water Works Association (AWWA) – Member

American Society of Civil Engineers (ASCE) – Member

INDUSTRY TENURE

18 years

AVAILABILITY

80%

COMMUNITY SERVICE

Alamo Economic Development Corporation (EDC)

- 2018-2019
  Board President
- 2020-Present
  Board Member

PSJA ISD (PHARR)
PSJA Engineering Student Chapter Liaison

PROFESSIONAL EXPERIENCE

Mr. Salazar has over 18 years of experience with a broad range of experience that encompasses all areas of civil engineering which include roadway, drainage, civil site, utility infrastructure, etc. His experience is primarily in the Rio Grande Valley (RGV) and South Texas Region. Communities Mr. Salazar has assisted include the City of Pharr, Elsa, Edcouch, Weslaco, Edinburg, McAllen, Sullivan City, Brownsville, La Joya, Roma, and McAllen Public Utility, as well as Hidalgo County, Cameron County, Willacy County, and Starr County. Mr. Salazar has worked in the RGV in Civil Engineering applications, Construction Management, Construction, Surveying, Development, Paving, and Drainage projects. Other delivered projects include wastewater treatment, lift stations, recycle pump stations, water treatment, water main, water transmission main, elevated storage tanks, water and wastewater master planning, water and wastewater modeling, and construction management.

Mr. Salazar has a long history of working with the Texas Water Development Board (TWDB), the United States Department of Agriculture (USDA) and the Texas Department of Transportation (TxDOT). Moreover, Mr. Salazar has been successful in securing low interest rate loans as well as grant funding.

RELATED EXPERIENCE

WWTP Headworks Improvements - Pharr, Texas

Mr. Salazar is assisting with the design of this project which consists of the demolition and replacement of the existing headworks and associated lift station. It includes the redirection of the existing gravity flow mains from the City's Sanitary Sewer Collection as well as the plant drain line to the new lift station. Work includes calculating for wastewater flow projections to match the projected year 2040 plant flows, analyzing and design new yard piping to accommodate to the upgraded headworks facility, and develop an opinion of probable construction cost (OPCC).

City of Pharr Water Transmission Main and Elevated Storage Tank - Pharr, Texas

Mr. Salazar is assisting with the design of this project which consists of improvements to the City of Pharr Water Distribution System. The project is being funded by the TWDB under the Drinking Water State Revolving Fund (DWSRF) and is currently under design phase. The purpose is to address low pressure conditions in the City's North Region and includes installation of a 4-mile 20-inch water transmission main and new 1-MG Elevated Storage Tank. This project also includes installation of a 1-mile 12-inch water main. The alignment is predominately within residential streets but includes several tunnel crossings (Union Pacific Railroad and Texas Department of Transportation).

City of Pharr Improvements Project - Pharr, Texas

Mr. Salazar has undertaken many complicated critical projects with the City of Pharr. This includes major utility projects within many existing street rights-of-way. In most of the project Mr. Salazar had to assess and design new street improvements for the installation of underground infrastructure being installed within the street paved section. Some of the recent projects include improvements of the sanitary sewer collection system improvements project, water transmission main Improvement, and Eldora Rd. elevated storage tank project.

Hidalgo County Wide Paving and Drainage Projects Improvements - Hidalgo, Texas

Mr. Salazar has worked with Precinct No. 1, 2, & 4 in various paving and drainage projects county wide. He has been involved with preparation of estimated budget costs for project improvements and planning, developed project proposals, preparation of construction

specifications, contracts, construction drawings for road and drainage improvements, construction site visits to verify work schedule and keep project progress on schedule, conducted weekly conferences for each project, and surveying quality control management for each project.

City of Pharr Wastewater Collection System and Lift Station Elimination - Pharr, Texas

This project includes a preparation of a wastewater collection system hydraulic model of 2 miles. The installation of a deep sewer gravity line, ranging in diameter from 15 inches, 18 inches, and 24 inches and the installation of a 10-inch force main of approximately 4,700-lf. This will eliminate 3 lift stations located on the north section of Pharr. Mr. Salazar is involved throughout the planning, design, and construction of the project.

City of Pharr Wastewater Collection and Lift Station Design Project - Pharr, Texas

This project included preparation of a wastewater collection system hydraulic model and master plan, design of 23 miles of wastewater pipelines, ranging in diameter from 12 inches to 36 inches, decommissioning of 23 lift stations, and design of three new lift stations, ranging in size from 2.4 to 8-mgd. Mr. Salazar was involved throughout the planning, design, and construction of the project.

North McAllen WWTP Improvements and Recycle Pump Station, MPU - McAllen, Texas

Miscellaneous improvements to reliably produce Type I Reclaim Water. This included adding a storage basin, effluent disk filters, chlorine disinfection, and recycle pump station. System was designed to filter all water from the plant and pump station designed to meet 5-mgd peak demand.

Edinburg Consolidated Independent School District - Edinburg, Texas

The Edinburg ECISD Parking Improvements included the design and construction of 1300 LF industrial concrete pavement drive, 12,200 SF of industrial parking lot paving, a total reconstruction which included drainage for 20-acre tract of land. This Project was done on budget of $1.5M. Also worked on design and construction for the New Edinburg High School Improvements Project. Design included on-site and off-site improvements of the new construction development.

City of Pharr Water and Wastewater Master Plan - Pharr, Texas

This project included analyzing the wastewater treatment plant and collection system to help the City develop a capital improvement plan to meet future demands and regulatory requirements. Work included an analysis of existing water and wastewater treatment plants, collection system, and distribution system. Proposed System alignments, pipe sizes, and crossings, including estimating for each task for budget CIP. The Master Plan was done for a 20-year plan duration.

Pharr Economic Development Corporations (P.E.D.C. #1 Subdivision) - Pharr, Texas

Mr. Salazar planned, design, construction, and platting of this project. The 40-acre tract of land was development for the City of Pharr to be used for industrial purposes. Engineering design included preliminary planning, coordination with all utility's providers, surveying, hydraulic analysis, street design, water and sewer distribution design, fire protection, individual lot staking, acquiring needed permit, recording of plat. Construction management included kick-off meeting, bi-weekly progress meetings, construction staking for water and sewer distribution lines, storm drainage lines, detention pond locations, street cross-section vertical and horizontal and final walk-through for project close out. Prepared construction cut sheets for all aspects of construction staking.

JOSE A. PEREZ

GRADUATE ENGINEER
TRIMAD CONSULTANTS, L.L.C.

EDUCATION

Bachelor of Science in Civil Engineering
University of Texas Rio Grande Valley, 2017

PROFESSIONAL AFFILIATIONS

Water Environment Association of Texas (WEAT)– Member

American Water Works Association (AWWA)- Member

American Society of Civil Engineers (ASCE) - Member

INDUSTRY TENURE

4-years

AVAILABILITY

90%

COMMUNITY SERVICE

PSJA ISD (PHARR)
PSJA Engineering Student Chapter Liaison

PROFESSIONAL EXPERIENCE

Mr. Perez has approximately 3 years of broad range of experience in all areas of civil engineering which includes sewer network, engineering reports, estimates, and roadway drainage improvements. His experience is primarily in the Rio Grande Valley (RGV). Mr. Perez has assisted the City of Pharr, Alamo, San Juan, Donna, and Brownsville Public Utilities. The projects that Mr. Perez has assisted in include collection system, force main, water transmission main, wastewater treatment, and GLO Table 2.

Mr. Perez has worked with the Texas Department of Transportation (TxDOT) and City and County Officials. Mr. Perez has been successful in submitting estimates for grant funds.

RELATED EXPERIENCE

Rudy's Lift Station and Force Main - Pharr, Texas

Mr. Perez is assisting with the design of this project which consists of the relocation of the lift station located next to Rudy's Country Store & Bar-B-Q and the force main. It includes the installation of approximately 4,700-lf of 10-inch. The scope of work included an analysis of existing water, wastewater, and irrigation lines from as-builts to check for their easements. He was consistently contact with phone and gas companies for inquiries of existing underground lines as well and is currently under design phase. The alignment starts from Eldora Rd. and will go north to Nolana Rd. on the right side of the drain ditch, it then proceeds to the east to Rudy's and connects to the new relocated lift station.

Gravity Line and Abandonment of Lift Station #29 and #33 - Pharr, Texas

Mr. Perez is assisting with the design of this project which consists of the abandonment of two lift stations (#29 & #33) and installation of a gravity line. It includes the installation of approximately 2,900-lf of 15-inch, 1,400-lf of 18-inch, and 2,900-lf of 24-inch. The scope of work included an analysis of existing water, wastewater from as-builts. He was consistently in contact with phone and gas companies for inquiries of existing underground lines as well and is currently under design phase. Mr. Perez coordinated with TxDOT, AEP for permit acquisition and crossing permit from Hidalgo County Irrigation District No. 2. The alignment starts from Sioux Rd. and will go north to Eldora Rd. on the left side of the drain ditch, and it will switch to the right side before crossing the drain ditch (H.C.D.D No.1) which then goes west crossing Sugar Rd. and in between Sugar and Jackson Rd. it will go north to connect with lift station #29. Mr. Perez is assisting with the paving design of Eldora Rd. which consists of the reconstruction of the road, where the gravity is going to be installed, of 2,800 linear feet. The paving of this project will commence from Allen and William Arnold Elementary School and will finish halfway between Jackson Rd. and Sugar Rd.

City of Alamo CDBG - MIT Project - Alamo, Texas

Mr. Perez is assisting the City of Alamo in designing proposed improvements and calculating estimates corresponding to the 2015, 2016, and 2018 Texas General Land Office (TxGLO) funding applications. The City board members provided their assistance in selecting the most impacted areas impacted by recent flooding due to natural disasters. Based on the information gathered, certain estimates were developed respecting the grant budget. The applications' estimates consisted of the proposed drainage system, water plant improvements, street improvements, sewer improvements, and replacing existing clay lines.

WWTP Headworks Improvements - Pharr, Texas

Mr. Perez is currently assisting in the design of this project which includes the demolition and replacement of the existing headworks and associated lift station. It includes the redirection of the existing gravity flow mains from the City's sanitary sewer collection as well as the plant drain line to the new lift station. The scope of work includes calculating for wastewater flow projections to match the projected year 2040 plant flows, analyzing and designing new yard piping to accommodate to the upgraded headworks facility, and develop an opinion of probable construction cost (OPCC).

City of Donna CDBG-MIT Project - Donna, Texas

Mr. Perez assisted the City of Donna in designing proposed improvements and calculating estimates corresponding to the 2019 Texas General Land Office (TxGLO) Lower Rio Grande Valley Floods funding application. The City board members provided assistance in selecting the most impacted areas from recent flooding due to natural disasters. Based on the information that was gathered, certain estimates were developed respecting the grant budget. The applications' estimates consisted of proposed drainage system and sewer improvements.

I/2 – I-69C Interchange Project - Pharr, Texas

Mr. Perez provided assistance to Dragados - Pulice Joint Venture with the relocation of an existing sanitary sewer line which consisted of the abandonment of an existing 10-inch sanitary sewer line and redirected the flow to a southerly east direction. It included the installation of approximately 380-lf of 10-inch PVC sanitary sewer pipe. The scope of work included an analysis of existing water, wastewater, and drainage from as-builts. The alignment begins from the west ROW of N. Cage Blvd. (I/69C) going southwest approximately 100-lf which then goes east to connect to an existing sanitary sewer manhole approximately 280-lf on E. Warren Ave.

Expressway Elevated Storage Tank to Eldora Storage Transmission Main Project - Pharr, Texas

Mr. Perez assisted the City of Pharr in a Transmission Main Project supplying 100% transmission main service to all of City of Pharr elevated storages meeting all characteristics necessary to be in compliance with Texas Commission on Environmental Quality Chapter 290. This project consists of constructing a WTM that will connect the expressway elevated storage tank to Eldora elevated storage tank by a 16-inch PVC line ranging approximately 7,000 linear feet. The scope of work included an analysis of existing water, wastewater, and irrigation lines from as-builts to check for their easements. Mr. Perez was consistently in contact with phone and gas companies for inquiries of existing underground lines. He also assisted in permit acquisition from TxDOT, Hidalgo County Irrigation District No. 2, and Hidalgo County Drainage District No. 1 crossing permits.

FREDY CARMONA

GRADUATE ENGINEER
TRIMAD CONSULTANTS, L.L.C.

EDUCATION

Bachelor of Science in Civil Engineering
University of Texas Rio Grande Valley, 2021

PROFESSIONAL AFFILIATIONS

Water Environment Association of Texas (WEAT)– Member

American Water Works Association (AWWA)- Member

American Society of Civil Engineers (ASCE) - Member

INDUSTRY TENURE

2 years

AVAILABILITY

70%

PROFESSIONAL EXPERIENCE

Mr. Carmona has approximately 1 year of relevant experience in the areas of Civil Engineering. His most recent experience includes roadway, drainage, and civil site. Mr. Carmona's experience is primarily based in the Rio Grande Valley (RGV). Under the supervision of a Professional Engineer, Mr. Carmona has been able to deliver in Civil Engineering applications, Construction Management, Paving, and Drainage projects.

Mr. Carmona has worked with the Texas Department of Transportation (TxDOT) and County Officials for the successful completion of state funded projects.

RELATED EXPERIENCE

City of Alamo Sanitary Sewer Improvements Project - Alamo, Texas

Mr. Carmona is currently assisting the City of Alamo in the assessment and design of a proposed sanitary sewer collection system within Bonita Estates in the City of Alamo. The scope of work consists of approximately 540 lf of 12" PVC, 1,040 lf of 10" PVC, and 3,180 lf of 8" PVC of sanitary sewer line to connect to an existing sanitary sewer collection system. This project also consists of site preparation and sedimentation and erosion control and pavement repairs.

City of San Juan Sanitary Sewer Improvements Project - San Juan, Texas

Mr. Carmona successfully assisted the City of San Juan in the assessment and design for the improvements to the existing sanitary sewer line within Iowa road in the City of San Juan, Texas. The scope of work consisted of approximately 194 lf of sanitary sewer line to connect to the existing sanitary sewer collection system. This project also consisted of site preparation and sedimentation and erosion control and pavement repairs.

City of Pharr Water Main Project - Pharr, Texas

Mr. Carmona successfully assisted the City of Pharr in the assessment and design for the improvements to the existing ACP water line along W. Nolana Loop (FM 3461) at 4.44 ft cover. The scope of work consisted of replacing 325 lf ACP water line with 325 line of 12" PVC C-900 DR-18 at 4.44 ft cover.

CSJ# 0921-02-311 North Alamo Road - Hidalgo, County

Mr. Carmona served in the project management team that assisted Hidalgo County to oversee the realigning of FM 1925 to 0.54mi. north of FM 1925 (North Alamo Rd). The project consisted of grading, cement treated subgrade, lime treated flexible base, drainage structures, asphalt concrete pavement, signing, delineation, and pavement markings.

CSJ# 0039-19-061 IH-2 - Cameron County

Mr. Carmona assisted and coordinated with TxDOT in the project management and inspection of the milling and overlay of Interstate Highway 2. The length of the project was approximately 9 miles eastbound and westbound of IH-2 from Hidalgo and Cameron County Line to Dixie Rd. The project consisted of milling, SMA overlay, and pavement markings.

ALFONSO GUZMAN

GRADUATE ENGINEER
TRIMAD CONSULTANTS, L.L.C.

EDUCATION

Bachelor of Science in Civil Engineering
University of Texas Rio Grande Valley, 2021

PROFESSIONAL AFFILIATIONS

Water Environment Association of Texas (WEAT) - Member

American Water Works Association (AWWA) - Member

American Society of Civil Engineers (ASCE) - Member

INDUSTRY TENURE

2 years

AVAILABILITY

70%

PROFESSIONAL EXPERIENCE

Mr. Guzman has approximately 1 of year of relevant experience in areas of Civil Engineering including roadway, drainage, and civil site. His experience is primarily based in the Rio Grande Valley (RGV). Under the supervision of a P.E., Mr. Guzman has been able to deliver in Civil Engineering applications, Construction Management, Paving, Subdivisions, and Drainage projects.

Mr. Guzman has worked with the Texas Department of Transportation (TxDOT) and County Officials for the successful completion of state-funded projects.

RELATED EXPERIENCE

CSJ# 0916-02-024 Riviera Sidewalk Project - Kleberg County

Mr. Guzman served by designing, coordinating, and generating estimates for the TxDOT project in Kleberg County. The project consisted of designing 0.42 mile, ADA compliant sidewalk that begins at the intersection of Highway 77 & E Willow Ave, continues East through a school zone, and ends at the north intersection of S 10th St & E S Blvd. The scope of work included an analysis of the existing site to determine proper drainage and to ensure that the sidewalk would not impede any storm water. Mr. Guzman communicated and coordinated with TxDOT personnel to verify the project plans reflected their standards and generated an estimate based on TxDOT bid items.

Celedon Therapy Clinic - McAllen, Texas

Mr. Guzman served with the design and coordination of a developing therapy clinic in McAllen, Texas on the intersection of N Jackson Rd and E Nolana Ave. The scope of work consisted of grading the proposed parking lot according to city ordinances and connecting on-site utilities to existing city infrastructure. Mr. Guzman was in charge of designing a civil engineering construction set of plans to turn in to the City of McAllen and the selected contractor. He was also involved in coordinating with the architect city officials in order to acquire site plan approvals and start the permit process to commence construction.

Subdivision Development Feasibility Studies - Rio Grande Valley

Mr. Guzman has been in charge of completing multiple subdivision development feasibility studies in various cities along the Rio Grande Valley which include Raymondville, Edinburg, Mission, and Alamo. The process includes being in contact with city officials to ensure the development is in accordance with city codes and infrastructure. The report is composed of detailed exhibits, engineering estimates, drainage reports, and geographic data.

Financial and Legal Status

City of San Juan

Work Performance / Litigation

TRIMAD is not involved or has been involved in any litigation against the firm or its constituents in respect to work performed since its inception in 2017.

Financial Status

Bank and Financial statements are readily available for your review, upon request.

Insurance Coverage

TRIMAD is currently covered under Commercial General Liability and Professional Liability Insurance. A copy of Certificate of Liability Insurance is included in this Statement of Qualifications.

Experience

City of San Juan

Unique Qualifications and Specialized Design Experience

Mr. Ricardo Salazar has over 19 years of experience in Civil Engineering and has worked under a variety of civil engineering firms and construction firms to further his knowledge to succeed in the field. Mr. Salazar is passionate and ensures the work needed will be done with . Although, the TRIMAD team has 4 young and thriving graduate engineers with under 3 years of experience, under the guidance of Mr. Ricardo Salazar, TRIMAD is confident the qualifications and design experience will outshine the competition. In the past, Mr. Salazar has had a couple of paving projects, refer to project list, with different firms and has had no issues with the contract owners.

TRIMAD is dedicated to working in South Texas. Furthermore, we strongly encourage our references to be contacted. We take tremendous pride in our work and customer service. A small sample of TRIMAD's clients and successfully executed TRIMAD projects, as well as projects delivered by our staff are summarized in this Statement of Qualifications. TRIMAD will ensure all work is successfully delivered and at upmost satisfaction to our clients.

Starr County / City of Roma Paving and Drainage Improvements

Description and Scope of the Project

Mr. Salazar while under a different firm performed design, bid, and construction phase services for the construction of a 1-mile street paving and drainage street improvements project in Roma, Texas. The project included an expansion of the street from 40 ft to a 46 ft cross-section. This roadway was predominately residential and approximately 40-ft wide of flex-base material. Valley gutters were incorporated at intersections, as necessary. Coordination with TxDOT was implemented, as an additional of approximately 1-mile was being constructed by TxDOT and was part of this street alignment but on TxDOT right-of-way.

Project Details and Role of Submitting Firm

Mr. Salazar provided all services related to the design and construction for the new Street. This included civil engineering, surveying, design plans & specification bidding documents, permitting, environmental clearances, bidding documents, and construction phase services.

Roadway Design

Work Activities included utility conflict resolution, utility coordination, roadway design, hydrology, and hydraulics along with urban storm drain design, signing and stripping, traffic control devices, and cost estimating. Final street grades

ranged from 0.5 to 1% and designed. All sidewalks and pedestrian crossings were designed in compliance with the American Disabilities Act (ADA) and project traffic control devices to Texas Manual on Uniform Traffic Control Devices (TMUCD).

Mr. Salazar also provided design for SW3P and provided construction phase services and construction staking including cutsheets.

Project Manager:	Ricardo Salazar, P.E. (Project Manager)
Construction Budget:	$474,000
Name of Owner's Representative & Contact Information:	Starr County / City of Roma

City of Pharr Water Transmission Main and Roadway Mill and Overlay Re-Construction

Description and Scope of the Project

Project consisted of Design, bid, and construction phase services for the construction of a 3-mile street mill and overlay project in Pharr, Texas. The project also included the addition of a 16 and 20-inch Water Transmission Main. This roadway was predominately residential and approximately 32-ft wide. Valley gutters were incorporated at intersections, as necessary. Cypress Street from Warrant Street to FM 495 (approximately 1,200-lf) was fully reconstructed. Cypress Street is a 12-ft wide curb and gutter on one side only in a 30-ft right-of-way.

Project Details and Role of Submitting Firm

Project consisted of services related to the design and construction of Mill and Overlay as well as Cypress Street. This included civil engineering, surveying, design plans & specification bidding documents, permitting, environmental clearances, bidding documents, and construction phase services.

Roadway Design

Work Activities included utility conflict resolution, utility coordination, roadway design, hydrology and hydraulics along with urban storm drain design, signing and stripping, traffic control devices, and cost estimating. Final street grades ranged from 0.5 to 1% and designed. All sidewalks and pedestrian crossings were designed in compliance with the American Disabilities Act (ADA) and project traffic control devices to Texas Manual on Uniform Traffic Control Devices (TMUCD).

We also provided utility design (water and sewer), developed the SW3P, and provided construction phase services.

All roadway mill and overlay work and Cypress Street reconstruction was completed. Contractor is in the final stages of the installation.

Key Personnel:	Ricardo Salazar, P.E.
Construction Budget:	$6,500,000
Name of Owner's Representative & Contact Information:	Omar Anzaldua, Jr., P.E. City Engineer City of Pharr 118 S. Cage Blvd., 1st Floor Pharr, Tx 78577 (956) 402-4221

City of Pharr Eldora Elevated Storage Tank Improvements

Project Purpose

This project was developed to address water distribution low pressures and to meet with TCEQ standards and regulations for above elevated storage per capital. The new elevated storage tank was constructed on the cities northwestern most part to address loss pressures to accommodate for the city's rapid growth. This project was part of a larger project to address pressure issues across the entire City. The City had problems maintaining both the Expressway 83 and LBJ Elevated Storage Tanks full. Low pressures were confirmed via modeling.

Project Description

TRIMAD staff successfully secured funding from the Texas Water Development Board (TWDB) in the sum of $14M. The team was then engaged to assist in a construction of a 1.0 Million Gallon (MG) composite elevated storage tank with installation of 12-inch water line (approximately 320 L.F.). An asphalt pavement driveway and parking lot will be constructed (approximately 1,456 S.Y.), with installation of a 24" RCP Drainage System Infrastructure (approximately 458 L.F.) and concrete sidewalk (approximately 696 S.F.). The team prepared an engineering report that included supporting analysis to persuade TCEQ to grant this exception. The TEAM provided supporting proof in the form of exhibits, calculations, and historical data for the last three (3) to five (5) years to build our case. The TEAM also reviewed the City's ground and elevated storage as required to complete the application/request. The Engineering Report was included as part of the TCEQ's Exception Request Application.

Project Challenge

TRIMAD staff had to analyze and model the existing system with a limited record drawing provided by the City from their archives. TRIMAD staff had to meet with multiple city staff with knowledge of the system and made many site visits to the field to verify pipe sizes, location, and direction of the system. City staff helped by pot holing at needed locations to verify information needed.

Schedule & Duration:	2017
Key Personnel:	Ricardo Salazar, P.E.
Project Budget:	$2.5 Million

Name of Owner's Representative & Contact Information:	Omar Anzaldua, Jr., P.E. City Engineer City of Pharr 118 S. Cage Blvd., 1st Floor Pharr, Tx 78577 (956) 402-4221

City of Pharr South Water Transmission Main Project

Project Purpose

This project was developed to address water distribution low pressures and inadequate fire flows in the City's South Region. Mostly along Military Highway. It was part of a larger project to address pressure issues across the entire City as well as the construction of a new 1-MG elevated storage tank to accommodate growth. The City had problems maintaining both the Expressway 83 and LBJ Elevated Storage Tanks full. Low pressures were confirmed via modeling.

Project Description

Improvements include the installation of a water transmission main from the 24-inch Transmission Main located immediately north of the Pharr WTP High Service Pump Station (HSPS) at Sam Houston Boulevard to the existing Expressway 83 and LBJ Elevated Storage Tanks. The transmission main, which consists of a 20-inch and 16-inch main, is approximately 5-miles long and extends across mostly residential neighborhoods. The alignment included major crossings at the Union Pacific Railroad, Hidalgo County Irrigation District, and two major tunnel crossings at US 83 and US 281 Interchange. The 20-inch and 16-inch pipeline tunnel crossing at TxDOT were approximately 340-ft and 300-ft respectively. The South Water Transmission Main included installation of approximately 3,000-lf of 24-inch and 2,100-lf of 12-inch.

Challenge

The alignment of this project was along a very congested right-of-way. Multiple easements were required and coordination with TxDOT, Union Pacific Railroad, Rio Valley Switching Company, private landowners, and Hidalgo County Irrigation District was as well required.

Schedule & Duration:	2018
Key Personnel:	Ricardo Salazar, P.E.
Construction Budget:	$7.5 Million
Name of Owner's Representative & Contact Information:	Omar Anzaldua, Jr., P.E. City of Pharr City Engineer 118 S. Cage Blvd., 1st Floor Pharr, Tx 78577 956-402-4000, ext. 1414

City of Pharr Lift Station No. 25 Rehabilitation and Force Main

Project Purpose

This project was developed to replace Lift Station No. 25 with a new submersible type lift station. The station and force main were designed to handle the existing and ultimate flows.

Project Description
Improvements include the size of the new station to meet ultimate flows for the corresponding sewer shed (5-mgd). This included the installation of approximately 5280-lf of a 16" force main. Rehabilitating the lift station had multiple benefits including; improved safety, ease of maintenance, and compliance with TCEQ regulations.

Challenge
The installation of the force main alignment required crossing permits from HCDD #1, HCID #2, and TxDOT. As well, for the replacement of Lift Station No. 25 required a permit from TxDOT for a driveway.

Schedule & Duration:	2015-2018
Key Personnel:	Ricardo Salazar, P.E.
Construction Budget:	$2.0 Million
Name of Owner's Representative & Contact Information:	Omar Anzaldua, Jr., P.E. City of Pharr City Engineer 118 S. Cage Blvd., 1st Floor Pharr, TX 78577 P: 956-402-4000, ext. 1414

City of Pharr Water and Wastewater Master Plan, Pharr, Texas

Project Purpose
TRIMAD STAFF assisted the City of Pharr with the 2000 Water and Wastewater Master Plan and completed the 2018 Master Plan Update. The master plan included a series of calibrated water models for various operating conditions. The STAFF has previously updated the water model to include new development as well as major improvements to the overall distribution system. The models developed clearly show where the City will potentially experience pressure problems as it continues to grow.

Project Description
The master plan covers all of the city's systems: collection system, wastewater treatment plant, distribution system, and water treatment plant. It is developed to identify and correct existing system deficiencies and future needs based on growth projections. Our study indicated that the City of Pharr has plenty of capacity to meet future demands for the next 20-years, but a number of deficiencies were identified at the WWTP, WTP, and collection system lift stations. A separate goal was to continue to eliminate existing lift stations to reduce maintenance. Approximately ten (10) lift stations were eliminated by combining several facilities or diverting flows to existing trunk sewers, or recommending the construction of new sewer mains.

Project Challenge
The City has identified a number of issues at WTP that require immediate attention. In addition, multiple lift stations were found to be in very poor conditions. Several major lift stations have electrical deficiencies that require immediate attention. It was very challenging prioritizing the master plan projects.

Schedule & Duration:	2018
Key Personnel:	Ricardo Salazar, P.E.
Design Budget:	$250,000

Name of Owner's Representative & Contact Information:	Omar Anzaldua, Jr., P.E. City Engineer City of Pharr 118 S. Cage Blvd., 1st Floor Pharr, TX 78577 P: (956) 402-4000, ext.1414

References

Name	Company	Address/Phone No.	Email
Marco Ramirez, P.E. Utility Engineer	McAllen Public Utility (MPU)	1300 W Houston Ave. McAllen, TX 78501 (956) 681-1775	mramirez@mcallen.net
Ruben Rosales Public Utilities Director	City of Pharr	801 E Sam Houston Pharr, TX 78577 (956) 402-4300	ruben.rosales@pharr-tx.gov
Ruben Alfaro City Engineer	City of Pharr	118 S Cage Blvd, 1st Floor Pharr, TX 78577 (956) 402-4221	ruben.alfaro@pharr-tx.gov
Juan Martinez Utilities Director	City of San Juan	709 S Nebraska Ave San Juan, TX 78589 (956) 223-2000	jmartinez@sjtx.us
David Tijerina Planning Director	City of San Juan	709 S Nebraska Ave San Juan, TX 78589 (956) 223-2000	dtijerina@sjtx.us
Jonas Gonzalez Public Utilities Director	City of Donna	307 S 12TH St. Donna, TX 78537 (956) 464-7861	jgonzalez@cityofdonna.org
Robert Salinas City Manager	City of Alamo	420 N Tower Rd. Alamo, TX 78516 (956) 787-0006	bsalinas@alamotexas.org
Jose G. Ibarra Jr. Planning Manager	Sharyland Water Supply Corporation	321 S Shary Blvd. Mission, TX 78573 (956) 585-6081	jibarra@sharylandwater.com

Current Project List

Closed
Contract Pending

ENGINEERING			
ENG.20.001	City of Pharr - Sanitary Sewer Collection	Jose	
ENG.20.002	BPUB - Robindale WWTP Train Inlet Isolation Torque Valve	Jose	
ENG.20.003	City of Pharr - Water Main	Jose	
ENG.20.004	City of Donna – Impact Fee Study	Fatima	
ENG.21.001	City of Pharr - Headworks Improvement Project	Jose	
ENG.21.002	McAllen Public Utility – Reuse Master Plan Update	Rick/Jose	
ENG.22.001	City of Pharr - TPDES TXR05000 Permit	Trisha	
ENG.22.002	City of Alamo – Bonita Estates Sewer Project	Fredy	
ENG.22.003	Dragados - I/2/1-69C Interchange Project	Jose/Fredy	
ENG.22.004	Kleberg County – Sidewalk Ricardo & Riviera	ALL	
ENG.22.005	Harlingen Headworks System – WWTP Headworks Equalization Basin & Influent Lift Station Improvements	Jose	
ENG.22.006	City of San Juan – Sgt. Leonel Trevino Reservoir Dual Voltage Magnetic Flow Meter	Fredy	
ENG.22.007	City of San Juan – Sanitary Sewer Collection System Improvements	Fredy	
ENG.22.008	Rey Espericueta - Ravenswood Subdivision Fire Protection Improvements		
ENG.22.009	City of Donna – TX GLO 2018 STX Floods	Jose	
ENG.22.010	City of Donna – TX GLO 2019 Lower Rio Grande Valley Floods		
ENG.22.011	City of San Perlita – TX GLO 2018	Fredy	
ENG.22.012	City of San Perlita - TX GLO 2019	Fredy	
ENG.22.013	Frank P. Key & Associates – Celedon Therapy	Alfonso	
ENG.22.014	All Site Construction – Gumwood Ave. Sidewalk Traffic Control	Fredy	
ENG.22.015	LS Building Services – Starbucks Watermain		
ENG.22.016	RMA – Hazard Mitigation Plan	Fredy	
ENG.22.017	PinPoint Construction – COP New Northwest LS		
ENG.22.018	City of San Perlita – GLO Rental Housing Projects USDH & UDCDBGP	Jose	
ENG.22.019	Lodestar Construction – COP Waterline	Alfonso	
ENG.22.020	City of San Juan – Alta Vista Waterline Improvements	ALL	
ENG.22.021	City of San Juan – Alta Vista Sanitary Sewer (Texas Ave.) Improvements	ALL	
ENG.23.001	City of San Juan – LS #6 Relocation Project	Jose	

SUBDIVISIONS			
SUB.20.001	City of San Juan – Subdivisions	Jose	
A-	Texas National Bank		
B-	Starlite Sioux		
C-	Coves San		
D-	Juan Plaza		
E-	The Orchards of SJ Phase 1		
F-	Plantation Heights		
G-	Oak Ridge Estates		
H-	Oak Land Properties, LLC		
I-	Giants		
J-	Twin		
K-	Valley Ranch Sub. No. 4		
L-	San Juan Oaks		
M-	Valley Ranch Subdivision No. 3		
N-	The Heights at Raul Longoria		
O-	Espana Subdivision		
P-	Paraiso Escondido		
SUB.21.001	Barbee Subdivision	Jose	
SUB.21.002A	Los Fresnos – R&E Moreno Subdivision	Jose	
SUB.21.002B	Los Fresnos – J&M Resaca Bend Subdivision	Jose	
SUB.21.003	Edinburg – Amez Subdivision	Jose	
SUB.21.004	Navy Army CCU – Subdivision Inspections	Jose	
SUB.21.005	Roel Moreno – Alamo Subdivision	Jose	
SUB.22.001	Mosa Development, LLC – Multi-Family Subdivision San Juan, Tx	Jose	
SUB.22.003	Sandoval Development – La Donna Midway Donna, Tx	Jose	
SUB.22.004	Sandoval Development – West Tract Weslaco	Jose	
SUB.22.005	Cruz Cantu – Alamo Land & Sugar Co	Jose	
SUB.22.006	Sandoval Development – Mercedes		
SUB.22.007	Roel Moreno - Kim Moreno Subdivision Mission, Tx	Jose	
SUB.22.008	Mary Garza – 1 Ac. Tract Brownsville, Tx	Fredy	
SUB.22.009	Cross Church - 26.50 Acre. RT & I Subdivision - Raymondville	Alfonso	
SUB.22.010	Diane Vicker - Primera	Jose	
SUB.22.011	JNH Surveying - .54 Acre Tract Petersburg Syndicate Subdivision - Harlingen	Jose	
SUB.22.012	Raul Ceron - 7 AC. Tex Mex Edinburg, Texas	Alfonso	
SUB.22.013	Christian Diaz – Amistad McAllen	Alfonso	
SUB.22.014	David Villanueva – 9 Ac. West Assn. to Sharyland Bryan Rd. Mission, Tx	Alfonso	
SUB.22.015	David Villanueva – 2 Ac. John H. Shary Stewart Rd. Mission, Tx	Fredy	
SUB.23.001	Steve Lerma - 2.2 Ac. Alamo Land & Sugar Co Alamo, Tx	Alfonso	
SUB.23.002	Sandoval Development – 630 AC. Tract Capisallo District Mercedes, Tx	Fredy	

Management and Organizational Approach

City of San Juan

Understanding of the Project

The TEAM Staff has a long history of working in the Rio Grande Valley and South Texas Region. The TEAM is experienced in delivering a wide range of engineering services from design /planning stages to construction close-out.

Provided below are examples of projects the TEAM is currently working on or recently delivered:

- *Program Management*
- *Feasibility studies and Funding/Permitting Application Assistance*
- *Civil Design and Preparation of Construction Documents*
- *Construction Cost Estimating*
- *Construction Contract Administration and Inspection*

The TEAM have successfully delivered the following types of projects:

- *Roadway and Transportation Design*
- *Stormwater Management and Drainage Improvements*
- *Utility Assessments and Coordination*
- *Water/Wastewater Treatment facilities and Collection/Distribution Systems*
- *Institutional, Commercial, and Residential Development*

Specific Project Approach

Upon selection, our team will meet with the City of San Juan to refine the scope of engineering services and to solidify the client's long term goals and expectations for the assignment. The final project scope will be defined and our team will prepare a work plan that will establish schedules and budgets for the scope of work that is required. The work plan will be the basis for allocating resources throughout the course of the project.

We follow a basic conventional project approach that is simple yet effective.

1. Develop the Team – The Project Manager will be responsible for the selection of staff for the project task. In this initial step, the Project Manager shall confirm the client's vision and select the task leader.
2. Team Chartering – TRIMAD will define the mission, vision, goals, rules, and responsibilities required for client satisfaction.
3. Plan the Work (In Writing) and Create the Project Work Plan – TRIMAD staff will prepare the work plan which includes work breakdown, assignments, schedule, budget, and Quality Control Plan.
4. Endorse the Plan – Client and Team members shall have the opportunity to discuss and review the work plan and endorse it.
5. Perform the Work and Manage Change – TRIMAD will continuously monitor client relationship, teamwork, schedule, budget, quality, and plan for change.
6. Close and Learn – TRIMAD will demobilize, archive, conduct project review, and construction closeout meetings.

We are committed to assisting the City of San Juan in any Professional Engineering project by providing an "As Needed Basis" or on a "Project Specific Basis" both with efficient and innovative cost-effective solutions.

Feasibility Study (Phase A)

During the feasibility study, Phase A sufficient information will be gathered to define the project goals and requirements. It is important that the work performed in this phase accurately defines the issues that are to be solved in the subsequent design phases.

Preliminary Engineering (Phase B)

The schematic design work involves using the data and guidelines defined in Phase A to develop the preliminary project design. Phase B combines all design components into a package that is free of major conflicts. Phase B also provides sufficient information for an informed review of the proposed design. During this time, alternative design approaches are also considered, and a single design concept is established and agreed upon.

Bidding Services

During the bidding phase, the team is prepared to assist the City of San Juan and perform the following tasks: Provide bid sets for project advertisement; Provide an opinion of costs for use in the award of a construction contract; conduct a pre-bid meeting with all registered bidders; prepare the agenda and take minutes of the meeting and prepare an attendance registry; respond to questions from bidders and prepare addenda to clarify the intent of the project documents; attend the bid opening; review the bids and bid tabulation provided by the City of San Juan verify the low bidder's qualifications; and submit a letter of recommendation regarding award of contract to the project manager.

Services During and Construction Close-Out

During the construction phase, the Team anticipates performing the following tasks: conduct a pre-construction meeting with the contractor; prepare the agenda and take minutes of the meeting and prepare an attendance registry; perform construction staking of the pipeline; provide on-site observation of the work and monitoring of the construction schedule; provide review of the contractor's monthly pay estimates and make recommendations for payment, review and take action on all specified contractor submittals, plus laboratory, shop, mill, and field test reports on materials and equipment; provide assistance during project acceptance (substantial and final completions); perform final inspections and provide a project report upon completion; prepare and submit conformed construction record drawings based on marked-up documents provide by the contractor; respond to RFI's from the contractor or City of San Juan in a timely manner; assist the City in the preparation of change orders, including a final change order covering recapitulations of project bid quantities in support of the final request for payment from the contractor.

TRIMAD's Communication Approach

The firm is located at 1803 Mozelle Street in Pharr, Texas. TRIMAD understands that there may be instances in which the City of San Juan may need to have unplanned meetings at any time during the project and is dedicated to accommodating necessary meetings in any form, whether it may be in person, by phone or virtual with the City of San Juan and its community.

Familiarity with Applicable Rules and Regulations

Trimad has delivered a multitude of projects similar to those anticipated to be undertaken by the City of San Juan. This includes roadway reconstruction, drainage improvements, water/wastewater infrastructure, and environmental permitting. Based on our experience we are confident that our team is well qualified to assist the City of San Juan.

Listed below is a few examples of permits TRIMAD has procured for our clients. This list demonstrates that TRIMAD is ready and experienced to fulfill any applicable regulatory, guidelines, and standards to execute civil related projects.

- *TxDOT Utility Permits*
- *City Right-of-Way Permits*
- *Floodplain Development Permits*
- *Railroad Crossing Permits*
- *US Army Corps of Texas Historical Commission*
- *Texas Water Development Board*
- *US Fish and Wildlife Service*
- *Texas Parks and Wildlife*

- **Divider #6: Management and Organizational Approach**

  On two pages or less, please describe your management and organization approach to the project. The following should be addressed within this description:

  a. Describe your firm's understanding of the project.
  b. Describe how the firm will organize to perform the services.
  c. Describe how the firm will solicit in the programming and design phases the interested stakeholders. This includes community residents, city commission, staff and users.
  d. Provide procedures for assisting in the development of project scheduling, coordination of consultants, quality and cost control.
  e. Describe the Engineering team's approach to communication with the City.
  f. Description of Engineer's approach to code analysis and jurisdictional approvals.

Firm is responsible for registering by email for notice of addendums.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFQ. Firm accepts all terms of the RFQ submittal process by signing this letter of interest and making the RFQ submittal.

This RFQ shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm's Name: Trimad Consultants L.L.C.

Authorized Signature:

Print Name: Ricardo Salazar

Title: President

Date: 3/15/2023

Telephone: (956) 688-8860

E-Mail: rsalazar@trimadstx.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

	OFFICE USE ONLY
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Trimad Consultants, L.L.C.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

3/15/2023

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-994591

Date Filed:
03/15/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Trimad Consultants, L.L.C.
Pharr, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of San Juan

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ No. 23-010-03-16
Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Salazar, Ricardo	Pharr, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ricardo Salazar, and my date of birth is 06/08/1973.

My address is 1107 Ortega Circle (street), Alamo (city), TX (state), 78516 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 15 day of March (month), 20 23 (year).

Ricardo Salazar

Signature of authorized agent of contracting business entity
(Declarant)

consor

DIGITAL CITY OF SAN JUAN

Engineering Services

RFQ No. 23-010-03-16 | March 16th, 2023

PREPARED FOR:

Attn: Lori A. Maldonaldo
Purchasing Agent
City of San Juan
709 S. Nebraska Avenue
San Juan, Texas 78589
p: 956.223.2204
e: lmaladonado@sjtx.us

PREPARED BY:

Consor Engineers, LLC
Point of Contact: Javier Martinez Jr., PE, CFM
200 S 10th Street, Suite 800
McAllen, Texas 78501
p: 956.537.8548
e: javiermartinez@consoreng.com

Table of Contents

DIVIDER #1: LETTERS 1

DIVIDER #2: FIRM INFORMATION

a. Firm name, addresses, and telephone numbers of all firm offices 3
b. Structure of firm 3
c. Years firm has been in business 3
d. Name of principals in firm 3
e. Primary contact 3
f. Organizational description 4
g. Description of firm's philosophy 4

DIVIDER #3: GENERAL FIRM HISTORY/QUALIFICATIONS

a. History of the firm 5
b. Project manager's resume 8

DIVIDER #4: FINANCIAL AND LEGAL STATUS

a. Actions taken by any regulatory agency against the firm 10
b. Litigation against or involving the firm or its agents or employees 11
c. Certificate of insurance 13

DIVIDER #5: EXPERIENCE AND REFERENCES

a. Experience in working with government agencies 15
b. Project experience and references 16
c. List of all projects currently under contract 29

DIVIDER #6: MANAGEMENT AND ORGANIZATIONAL APPROACH

a. Describe the approach (two pages or less) 30

APPENDIX (FORMS)

DIVIDER #1

Letters

consor

200 S 10th Street, Suite 800
McAllen, Texas 78501
956.537.8548

March 16th, 2023

Attn: Lori A. Maldonaldo
Purchasing Agent
City of San Juan
709 S. Nebraska Avenue
San Juan, Texas 78589

RE: RFQ No. 23-010-03-16, City of San Juan Engineering Services

Ms. Lori and the Selection Committee:

Consor Engineers, LLC (Consor) is pleased to present this proposal to the City of San Juan for Engineering Services. We have curated a highly qualified team with extensive site development, design, construction, transportation, drainage, and traffic operations experience. This proposal intends to describe our team's knowledge and demonstrate our proven performance and commitment to the City of San Juan. The proposal set forth remains effective for 90 calendar days.

Consor has provided full-service consulting civil engineering services of the highest quality since our legacy firm (AIA Engineers) was founded in Houston in 1985. Consor is a transportation infrastructure consulting firm with more than 300 staff members across Texas. We have provided planning, design, construction management, and structural assessment services for numerous municipalities, TxDOT, mobility authorities, and other Texas government entities for more than 38 years. Using local resources, our McAllen office provides transportation planning and design services for traffic, roadways, structures, pedestrian and bicycle facilities, drainage, complete streets, as well as construction management services for each of these facilities.

Our McAllen office will be responsible for this contract. As a national firm, additional transportation and planning professionals in the South Texas region will support the McAllen office. The City will benefit from our:

- **Intensely Local Team:** Led by Consor's nearby McAllen office.
- **The Right Project Manager:** Javier Martinez, Jr., PE, CFM, is TxDOT LGPP certified and brings more than 14 years of significant transportation experience involving public involvement, construction management, transportation design (roadway, drainage, and traffic design, including sidewalks and bicycle facilities) and municipal. Supporting Javier as deputy PM will be Oziel Bautista Reyna, PE, who brings nine years of diversified municipal and land development engineering experience in the lower Rio Grande Valley region.
- **Expertise in Municipal:** Consor specializes in the final engineering design and construction of municipal street and drainage projects, focusing on work for communities along the Rio Grande. Consor has successfully delivered numerous federally funded (e.g., ARRA) transportation and drainage projects, and understands the obligations of accepting and using federal funds.
- **Turnkey Capabilities:** Consor is a one-stop shop with full-service engineering, utility coordination, construction management and inspection, and public outreach services in-house, promoting accountability, continuity, and efficiency.
- **History with the City of San Juan:** Consor is currently providing engineering services to the City.

Our team will allocate the technical expertise and familiarity with the City's procedures and preferences to ensure a successful project. We will strive to deliver the highest quality product and provide an impeccable project that exceeds the City's expectations. Our team is immediately available to begin providing services from our McAllen office, utilizing strategies and innovations from our nationwide expertise and recent experience on local projects.

We look forward to continuing to grow our working relationship with the City of San Juan and its staff. The entire Consor team appreciates your review of our proposal, and we look forward to the next step in the selection process.

Thank you for your consideration,

Zina Schwartz, PE, *Principal*
281.493.4140 Ext. 54247 • zschwartz@consoreng.com

www.consoreng.com

DIVIDER #2

Firm Information

Firm Information

a. Firm name, addresses, and telephone numbers of all firm offices

Consor Engineers, LLC
200 S 10th St., Suite 800, McAllen, Texas 78501
p: 956.537.8548

Consor has more than 91 offices across North America, including Canada. Our McAllen office location will serve as the main project office for any work performed under this solicitation. Consor has seven additional offices in Texas from which Javier may utilize resources and staff to maintain the project schedule, if necessary. They include:

AUSTIN
1701 Directors Boulevard,
Suite 510, Austin, TX 78744
p: 512.827.3396

HOUSTON
15310 Park Row,
Houston, TX 77084
p: 281.493.4140

FORT WORTH
600 W 6th Street, Suite 150,
Fort Worth, TX 76102
p: 682.990.4650

MANSFIELD
123 Sentry Drive,
Mansfield, TX 76063
p: 800.860.2178

DALLAS
6606 LBJ Freeway, Suite 150
Dallas, TX 75240
p: 972.480.8950

EL PASO
1501 N Mesa Street, Suite 200,
El Paso, TX 79902
p: 915.313.3680

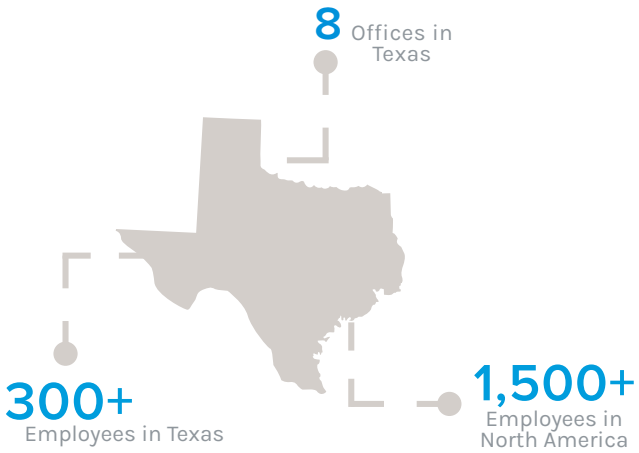
SAN ANTONIO
8023 Vantage Drive, Suite 300
San Antonio, TX 78230
p: 210.694.5464

b. Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm

Consor Engineers, LLC is a Limited Liability Company/Partnership.

Consor employs more than 1,500 professional, technical, and administrative staff; and has nearly 300 licensed professional engineers.

Additionally, Consor is a registered professional engineering firm in the State of Texas (#10240) through the Texas Board of Professional Engineers (TBPE).



c. Years firm has been in business

Consor Engineers, LLC was founded in 2018; however, legacy firm AIA Engineers was established in Texas in 1985 and delivered engineering services to cities, counties, TxDOT, and other government agencies for more than 33 years until the founding of Consor.

d. Name of principals in firm

- Sandeep Patil — Chairman of the Board/ Chief Engineering Officer
- Scott Gwilliam — Managing Partner
- Erik Gernant — Vice President
- Raj Rangaswamy — Executive Vice President
- Zina Schwartz — Executive Vice President
- Mindy Shimanek — Chief People Officer
- Chris Rayasam — Chief Executive Officer

e. Primary contact and their email address

Javier Martinez Jr., PE, CFM
✉ javiermartinez@consoreng.com

f. Organizational description

Throughout our 38-year history, we have grown into a multi-discipline, hybrid design, inspection, and construction engineering and inspection company focused on providing innovative engineering solutions for today's transportation challenges to federal, state, and local clients. Our desire to meet these challenges led to the creation of Consor in 2018. Consor's legacy firms are proven leaders across the civil engineering landscape. Our combined portfolio spans large to small projects across North America and Canada, with 91 offices nationwide and more than 1,500 employees today. This continued growth has allowed our firm to diversify its service lines to provide a multitude of in-house services to support transportation planning and design projects. Our services include:

STRUCTURAL ASSESSMENT

- Above and below water inspections, including rope access
- Bridges/tunnels/ ancillary structures
- Waterfront/marine facilities
- Professional training

TRANSPORTATION PLANNING & DESIGN

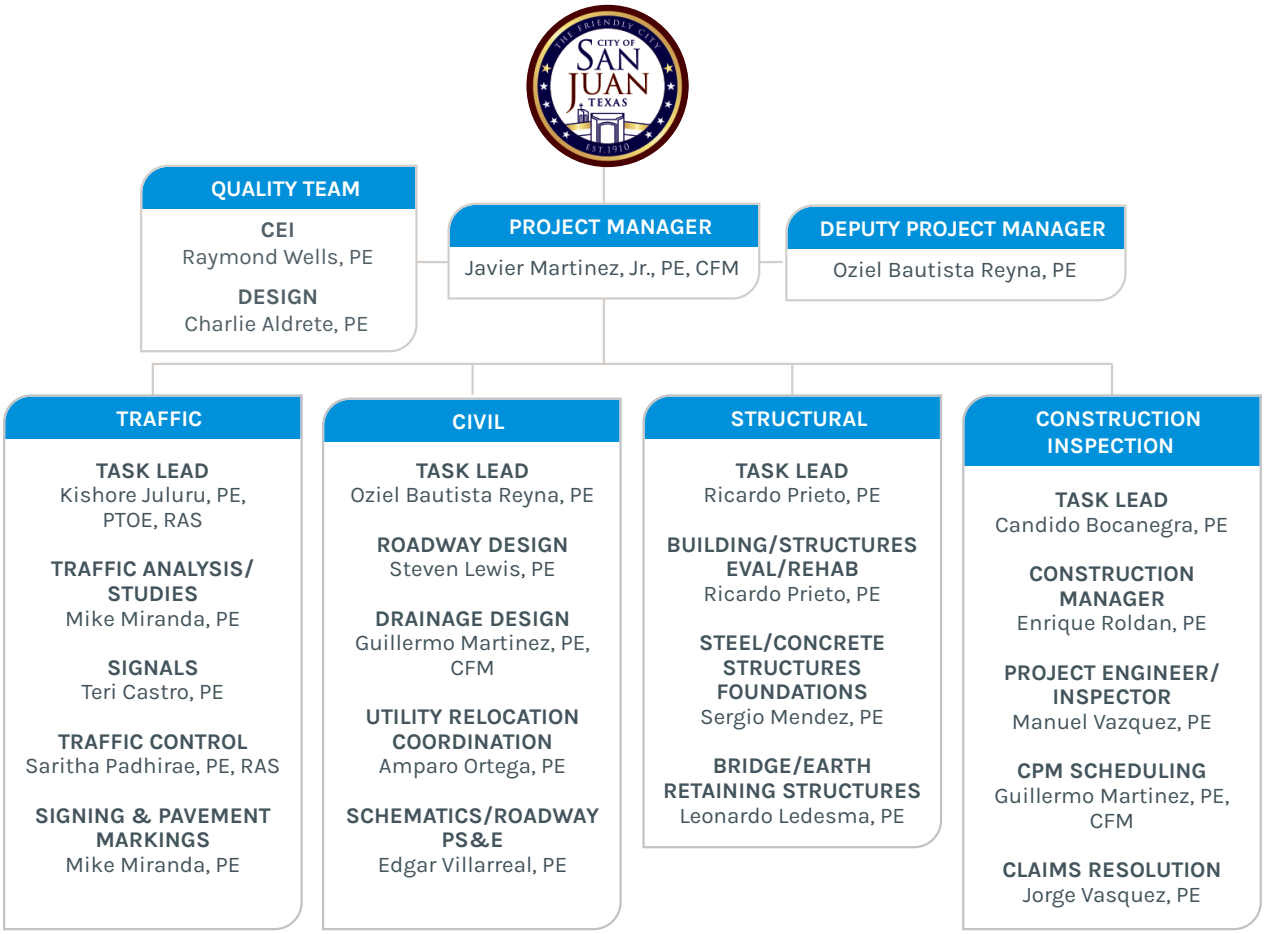
- Roadways/highways
- Bridges/ancillary structures
- Traffic engineering
- Hydraulics/hydrology
- Multi-modal facilities
- Ped/bike facilities

CONSTRUCTION SERVICES

- Project management
- Construction, engineering, and inspection
- Contract administration
- Scheduling
- Quality assurance/quality control

WATER/WASTEWATER

- Post-design services
- Treatment facilities
- Pump/lift stations
- Storage facilities
- Pipelines
- Well sites



g. Description of firm's philosophy

Consor will ensure the project is complete, accurate, constructible, and consistent with the City of San Juan's standards and specifications while meeting client expectations, which will be accomplished by following the Quality Control (QC) procedures approach to the work as described.

DIVIDER #3

General Firm History/ Qualifications

General Firm History/Qualifications

a. History of the firm and the services provided in-house on municipal (or related) street projects

Consor Engineers, LLC was formed in 2018 through a merger of four proven leaders across the transportation engineering landscape. However, Consor's legacy firm, AIA Engineers, LLC, was established in Texas in 1985. Consor has operated in Texas for 38 years through legacy firm AIA Engineers, which has been in South Texas since 2006. Most recently, Consor opened the doors of our McAllen office in 2019 and now has 19 professionals ready to serve clients in the Rio Grande Valley. Our team members are solely focused on planning, design, and construction management and inspection of public infrastructure. Our local offices allow us to be responsive to the City's needs and schedules.

TRANSPORTATION DESIGN

Consor is well-versed in all areas of design project development, from planning through the final design and construction services. Experienced engineers developed our transportation division with an exceptional understanding of municipalities' unique needs and challenges. We approach each project as an extension of your staff, applying practical, realistic solutions to engineering challenges. We have provided a snapshot of our capabilities and processes for various transportation design project tasks that may be encountered under this contract on the following pages. By no means exhaustive in showcasing our capabilities, this section demonstrates our process and knowledge of key issues in performing task assignments under "as-needed" transportation engineering contracts.

Sidewalks: Public involvement is typically sidewalk projects' first and most critical phase. Once the sidewalk is justified and gains public support, the design phase proceeds. The design phase includes preparing construction plans for the sidewalk alignment and grade, stormwater modifications, ditch grading and culvert extensions, and utility adjustments. All sidewalk designs will be per City and ADA criteria.

Roadway Improvements: This service includes widening existing roadways; access management; traffic circulation; drainage improvements; right-of-way impacts; public information plans; utility coordination; safety and capacity improvements; and the preparation of cost estimates, construction duration estimates, specifications, and special provisions.

Milling and Resurfacing: The first step of a milling and resurfacing project is to have a geotechnical engineering firm perform a pavement evaluation to determine the level of rehabilitation required. This evaluation will answer questions about base failure, cracks, and rutting and provide details regarding these defects' condition. Traffic volumes help prepare a pavement design.
Intersection Improvements: This service includes turn lane additions; extension of existing substandard or short turn lanes; intersection signalization and signal modifications; the addition of pedestrian features including pedestrian signals and sidewalks; drainage improvements; signing and pavement marking improvements; access management including median opening and driveway improvements; and sight distance improvements. Also included are construction plan preparation, permitting, utility coordination, vacuum excavations, cost estimates, and construction duration estimates.

We provide a "small firm feel" with local client responsiveness and project execution, backed by the stability and resources of a national firm.

Site Design: Site design for parks or City-owned facilities begins with gathering input and data as to the intent and goals of the design. We then evaluate site characteristics and identify constraints and objectives for using the land area. We develop concepts that reflect these elements and present them to the City staff for acceptance or modification. After concurrence, we typically request council approval on the concept before moving forward with the design. If applicable, we would take the preferred concept to the public during the early stages of the design so public input can be incorporated with the least amount of impact as a result of possible redesign efforts

Drainage Structures: In areas where localized flooding frequently occurs or where sediment load reduction into the receiving body of water is required, special drainage structures are evaluated, designed, and permitted.

Environmental Mitigation: Environmental mitigation includes (1) determination of the impact and evaluating alternatives with less or no impact; (2) meeting with the permitting agencies to identify permitting requirements, thresholds, and mitigation ratios; and (3) preparation of wetland mitigation plans. This may also include threatened and endangered species analysis.

Roadside and Basin-wide Drainage Collection, Treatment, and Disposal Systems: Stormwater management designs are prepared per the client and the appropriate water management district criteria. These designs will use USGS Quadrangle maps, contour maps, and aerial photography to delineate drainage basins and contributing areas. Coordination meetings with the permitting agencies will be held to determine permitting requirements.

Culvert Replacement and Rehabilitation: Substandard drainage culverts are evaluated for condition and hydraulic capacity, followed by improvement recommendations. Design plans, including constructability issues (open-cut versus jack and bore) based on traffic control and utility considerations, are prepared.

Guardrails: Some scopes include the research associated with the crash history, safety concerns, and maintenance issues. Recommendations typically consist of adding a guardrail to protect against hazards, extending the existing guardrail where the length of advancement is substandard, or replacing the existing substandard guardrail. Utility coordination is required to determine if the guardrail posts conflict with an existing utility.

Traffic Calming: These projects usually result from a private citizens or neighborhood group request. The first task is to conduct a field reconnaissance to evaluate the concern, traffic patterns, and conditions/constraints. We then identify and evaluate alternatives (including a no-build scenario) based on numerous factors, including targeted effectiveness, cost, safety, and other impacts. Once we have identified the proper cure, we will begin designing and coordinating with the public to determine if the cure method is acceptable. After acceptance, the design is completed.

Safety and Traffic Operations: These projects require a two-phase approach: an analysis phase followed by design. The analysis involves field investigations to determine the root cause of the deficiency. Once we determine the deficiency, we review different countermeasures. We can utilize safety manuals and accompanying software to determine the benefit and efficacy of various countermeasures. This allows the City to make more informed decisions. Once a countermeasure is selected, our team will proceed with the final design.

Transportation Studies: Studies tend to follow a general order of progression. The initial step after notice to proceed (NTP) is the data-gathering stage, which can include survey, geotechnical, field investigations, traffic, aerial reviews, GIS reviews, and database research. Usually, a base map or similar product is developed (note that there is a significant variation between a site feasibility study and a road or transit study). A detailed review of the existing conditions is performed during

this data gathering. After this first phase, an alternatives analysis phase begins to review alternatives across a series of factors including, but not limited to, cost, environmental impacts, political/social impacts, etc. This will culminate with a preferred alternative being generated. From this point, the project needs some form of coordination with the public or internally in the City to solidify the preferred alternative. The preferred alternative is documented in the final phase, and a report is provided.

Bridge Design: In addition to our roadway group, which continues to grow and add service lines, our firm also has a robust structural design department, encompassing a vast array of experience in structural designs ranging from more complex steel bridge design to simple sign structure design. Using innovative bridge design techniques and new technologies, Consor continues to be recognized as an industry leader in bridge engineering. We provide expertise in structural engineering, including new bridge, bridge replacement, bridge widening, repair/rehabilitation design; culvert design; pedestrian bridge design; bridge load rating; and ancillary structures design. In addition to bridge design, our firm provides design services for a wide range of ancillary highway structures supporting roadway projects, including traffic signal and sign structure support design, noise wall/retaining wall design, and culvert design.

CONSTRUCTION ENGINEERING INSPECTION

Consor's construction services division enables us to remain at the forefront of the industry. This allows us to see a project through for its full life, from inception to completion. Our CEI staff has a collective 300+ years of experience in the road-building process, working as inspectors and serving as project administrators and managers. Consor's CEI staff is intimately involved with estimate reviews, project documentation, schedule reviews, and the quality of inspections and testing. Consor has proven to provide municipalities and DOTs with the CEI support needed for any size construction project. Our team understands that constructability, biddability, scheduling, construction administration, and inspection issues require continued evaluation through every phase of the construction process to allow for success.

Our goal is simple: finish each project safely, per the construction documents, on schedule, and within budget. Consor's primary interest in every construction project is the quality of work performed. Our team will advise the contractor to work as efficiently as is practical, while maintaining the integrity of the contract documents. Our team must influence the construction process, so the best possible project is the result. Consor understands that to properly represent the City during construction projects, and the following general objectives must be met:

- Record quantities and prepare monthly invoice estimates for completed and accepted work.
- Perform timely inspections and submit our analysis of quality and schedule problems to the contractor for their correction.
- Establish a coordination and communication network between the City of San

> "As the proposed project manager for this contract, I will make sure that my team receive the support they need to successfully deliver any project from this contract with the City. I have worked with our selected team over the years on similar projects throughout the greater San Juan area and the RGV. I am excited to continue our work with the City."
>
> **– Javier Martinez, Jr., PE, CFM** | Project Manager

Juan, the Consor team, the contractor, and other agencies and parties.

- Provide a detailed review of material quality assurance procedures and inform the contractor of problems for correction.
- Monitor the contractor's construction safety, traffic control, and erosion and sedimentation control programs.

EXPERIENCE WITH PUBLIC ENTITIES

Consor has extensive similar project experience working alongside public agencies including:

- City of McAllen
- City of Harlingen
- City of Edinburg
- City of San Juan
- City of Denton
- City of Houston
- City of League City
- City of Missouri City
- City of San Antonio
- City of Seguin
- City of Stafford
- City of Sugar Land
- Harris County
- Fort Bend County
- Williamson County
- Hidalgo County
- Numerous TxDOT Districts (including Pharr); transit authorities; regional mobility authorities; toll road authorities; and other public and private entities

WHY SELECT CONSOR

Our project management experience, our proven performance, and knowledge of transportation design, structural inspection, and construction engineering inspection processes enable us to provide the City with a quality product and process. While technical experience and capabilities are a common trait to many engineering firms, we understand that how you get to the result is just as important as the result itself. Consor provides a strong team that is ready, available, and eager to continue work on this contract. We are enthusiastic about the opportunity to continue to serve the City of San Juan and ask for your favorable consideration in extending our contract.

Integrity

TAKING CARE OF ONE ANOTHER UNITES US.

We build trust from individual acts—every day and in everything we do.

Grit

DETERMINATION DRIVES US FORWARD.

Regardless of title, we roll up our sleeves to get the job done well.

Collaboration

EVERY DROP MAKES AN IMPACT.

When we intentionally listen to a wide range of ideas and views, better solutions are created.

b. Project manager's resume

The following resume highlights the experience and qualifications of our team's project manager, Javier Martinez, Jr., PE, CFM. His biographic summaries include projects from within the last 12 months and his current professional engineering license.

Javier Martinez, Jr., PE, CFM

Project Manager

Javier Martinez Jr., PE, CFM, has more than 14 years of engineering experience in the management, design, and construction of TxDOT and Local Government transportation projects, whereby the last seven years were with the TxDOT Pharr District. He has managed and designed more than $300M in PS&E in-house as a project manager. Javier has been an expert witness to Right-of-Way Acquisition Eminent Domain and presented in public meetings/hearings. As one of the lead design engineers for the section, his design experience includes bridge class culvert widening, curb and gutter, roadway facilities, Super 2 (passing lanes), drainage ditch design, hydrology/hydraulics design, interstate, hike and bike trails, raised medians, retaining walls, sound walls, traffic signals, illumination, drainage, landscaping, bridge overpasses, construction schedule, and control access expressway facilities. Javier also has experience with accelerated construction projects and has more than four years of experience in surveying and site development.

YEARS OF EXPERIENCE: 14

EDUCATION:

BS, Civil Engineering, Texas A&M University at Kingsville, 2008

LICENSES

Professional Engineer, Texas #116932

CERTIFICATIONS

Certified Floodplain Manager ASFPM, #3279-17N

RELEVANT PROJECT EXPERIENCE WITHIN THE LAST 12 MONTHS:

FM 1847 widening from 2893 to FM 106, TxDOT Pharr District: Javier was the construction PM of FM 1847 in Los Fresnos, Texas, where he managed the construction of a $20M rehabilitation and widening of the existing roadway project, which consisted of grading, flex base, asphaltic concrete pavement, signing, pavement markings, drainage structures, wildlife crossings, and bridge widening. This project was turnkey, where Javier was responsible for the project from the pre-construction meeting to the expected project completion in April 2022 while keeping TxDOT managers informed of project progress, issues, and resolutions. From the start, Javier was responsible for everything from the contractor's performance to the Consor internal team (recordkeeper and inspector/s) to the subconsultants (scheduler and inspectors). Other duties consist of site visits, addressing RFI's, approval/rejection of shop drawing submittals, change order documentation, weekly progress reports, construction conflict resolutions, approval/rejection of monthly estimates, monthly meetings, coordination with Engineer on Record, addressing public concerns, and engineering judgment calls on field change.

IH 10 from New Mexico/Texas State Line to LP 375, TxDOT El Paso District: Javier assisted the Consor El Paso office as the drainage task lead responsible for the first 3 miles from New Mexico state line to Westway Boulevard out of the 13-mile ($240M) IH 10 widening project. He developed external and internal drainage area maps, ditch and storm system design, scour analysis report for the existing/proposed IH 10 bridges, and coordinating with drainage, roadway and bridge design teams. Additioanlly, he developed the external drainage areas utilizing software's like Watershed Model Systems and HecRas to calculate River won the ACEC-SC Engineering Excellence Award. Emergency inspections, performed during and after flood events, have been provided to assist in maintaining and reopening vital routes for emergency and commercial traffic. The storm water runoffs and scour calculations for bridge scour mitigations due to fast runoff velocities from the large watersheds with steep slopes in streams naturally developed from the El Paso Mountains.

US 77 from Norias Road to 1.34 miles North of Willacy/Kenedy County (13.40 Miles), TxDOT Pharr District: Consists of constructing main lanes and overpasses for the IH 69 corridor. Javier is Consor's design PM, leading a team of engineers to develop Traffic Control Plans, temporary drainage, small and large signs, pavement markings, and illuminations for the 13 miles of the US 77 corridor. He strategically developed the traffic control plans per Pharr district preference by applying the leapfrog approach to the construction sequence to provide cost savings to the state while maintaining access and travel lanes open during construction.

DIVIDER #4

Financial and Legal Status

Financial and Legal Status

a. Actions taken by any regulatory agency against or involving the firm or its agents or employees

No regulatory agency has taken actions against the firm or its agents or employees, with respect to work performed.

b. Litigation against or involving the firm or its agents or employees

Please see pages 11 and 12 for Consor's response.

c. Certificate of insurance

Please see the following pages 13 and 14 for Consor's required insurance coverage, which would be applicable to the services to be provided.

March 2023

DIVIDER 4 B

List all litigation against or involving the firm or its agents or employees with respect to any work performed.

- **CAPPELLO II AT VENETIAN GOLF & RIVER CLUB CONDOMINIUM ASSOCIATION, INC., V. LENAR CORPORATION, ET. AL.**

Jury trial set in state circuit court, Florida for May 2023

This case involves a condominium association suing the developer and its team, of which TKW, a CONSOR predecessor/subsidiary, was a member. The initial complaint made vague allegations regarding the work performed by TKW. After filing a motion to address these deficiencies, the Plaintiff has filed an amended complaint, yet a thorough review by counsel and our engineer asserts that the harms alleged do not relate to any aspect of structural design, which was the sole service provided by TKW on the project.

Expert reports, from other co-defendants as well as one retained by CONSOR, have yet to find fault with the structural design submitted.

- **MARK D. NELSON, INDIVIDUALLY, AND AS PERSONAL REPRESENTATIVE OF SOPHIA MARIE NELSON, A MINOR, DECEASED V. P&S PAVING & FLORIDA INDUSTRIAL ELECTRIC JV, LLC, *ET AL.***

Case pending in state circuit court, Florida

According to the Complaint, Sophia Nelson, a 12-year-old child, was fatally injured on December 22, 2019 while crossing State Road AIA in Satellite Beach, FL. She was struck by an 82-year-old driver who failed to stop her vehicle at a crosswalk. The Plaintiff asserts that the driver struck Ms. Nelson because the right side of the road was obstructed and/or reduced by a “Road Work Ahead” sign, which was installed as part of SR AIA sidewalk improvements performed by P&S Paving. The Plaintiff further asserts that Target was retained by the Florida Department of Transportation to provide area wide Construction Engineering and Inspection (“CEI”) support months before the December 22nd incident. The Claimant has asserted a Negligence cause of action against CONSOR as successor to Target Engineering. The fault attributable to CONSOR/Target has been nil at this stage of litigation.

- **BOMBARDIER TRANSPORTATION (HOLDINGS) USA INC. VS. HDR ENGINEERING, INC., STRUCTURAL GRACE, INC. *ET. AL.***

Case pending in federal district court, Arizona

This claim arises from an allegation of design error from a CONSOR legacy firm, Structural Grace, Inc. In a predecessor case, Structural Grace settled all known claims related to its work on this project at the Phoenix Sky Harbor Airport in July 2015. This claim was filed in September 2021, and following the initial answer to the complaint, CONSOR has requested a mediation between the parties, as authorized by the settlement agreement, to determine whether it governs Plaintiff's claim; if so, this case should be dismissed. A summary judgment to dismiss this case is pending, following the conclusion of depositions.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

12/31/2023

DATE (MM/DD/YYYY): 12/29/2022

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

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

PRODUCER	Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500
CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURED 1407115	Consor Engineers, LLC 14142 Denver West Parkway, Suite 250 Lakewood CO 80401

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Great American Insurance Company	16691
INSURER C : National Fire Insurance Co of Hartford	20478
INSURER D : AXIS Surplus Insurance Company	26620
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 16000322 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	7036360752	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	7036360766	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	TUE 3274463 03	12/31/2022	12/31/2023	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	7036465081 (AOS) 7036441749 (CA)	12/31/2022 12/31/2022	12/31/2023 12/31/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional & Environmental Liability	N	N	EBZ634816/01/2022	12/31/2022	12/31/2023	$10,000,000 per Claim $10,000,000 Aggregate Deductible: $200,000	

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

CERTIFICATE HOLDER

16000322
FOR INFORMATIONAL PURPOSES

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

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LOCKTON

FOR INFORMATIONAL PURPOSES

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **16000322.**

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
Three CityPlace Dr, Suite 900 / St. Louis, MO 63141-7088
314-432-0500 / lockton.com

DIVIDER #5

Experience and References

Experience and References

a. Experience in working with government agencies

Project Name	Project Description
Border Safety Inspection Facility (BSIF), City of Pharr (TxDOT Pharr District)	Candido Bocanegra, PE (CEI PM) was responsible for maintaining and ensuring that a $20M inspection facility for the Texas DPS construction was in conformance to design specifications. He oversaw and performed materials testing and investigation studies on various construction materials by applying the engineering knowledge necessary to conduct the tests.
Traffic Analysis for the Pharr-Reynosa International Bridge, City of Pharr (TxDOT Pharr District)	Kishore Juluru, PE, PTOE, RAS (Project Engineer) conducted a detailed traffic analysis study for the Pharr-Reynosa International Bridge (a 3.2-mile long border crossing bridge between the U.S. and Mexico) and presented the findings to the City of Pharr and Pharr Bridge Board. The purpose of this study was to determine capacity and operational deficiencies of the bridge. Under existing traffic and roadway geometric conditions, he assessed traffic operations on the bridge based on travel time, delay, and LOS as outlined in the Highway Capacity Manual (2000). To conduct analysis for different future years, Kishore made traffic projections based on the past border crossing trends and HCMPO's travel demand model information. In traffic projections, he accounted the effects of proposed developments on U.S. side and a proposed International Trade Corridor (Corridor Agroindustrial) on the Mexico side. He developed a balanced traffic assignment on the bridge for future analysis years considering other existing and proposed international bridges in that region. He also analyzed traffic operations on the bridge under projected traffic conditions and recommended to widen the bridge to six lanes to handle the projected traffic demand.
Traffic Engineering Study, New Hidalgo County Courthouse, Hidalgo County	Mike Miranda, PE, PTOE served as the traffic analysis lead and developed a traffic engineering study for the new Hidalgo County Courthouse. The traffic study included the collection of updated traffic volume data, analysis of eight (8) existing traffic signals, future traffic volume projections, future traffic signal operations and level of service (LOS) using Synchro software, existing and future parking requirements, and recommendations ondriveway treatments and other proposed safety and mobility enhancements. Mike coordinated with Hidalgo County, the City of Edinburg, and TxDOT until completion of the traffic study.
Interim Traffic Control, New Hidalgo County Courthouse, Hidalgo County	Mike Miranda, PE, PTOE served as the signing and pavement marketing (SPM) lead and designed SPM plans for the new Hidalgo County Courthouse and developed recommended traffic signal timing plans for the signals surrounding the courthouse. The purpose of the "Interim Traffic Control" plans is to have signs, pavement markings, and traffic signal timings up to date with existing roadway and courthouse configuration prior to the construction of SH 107 project by TxDOT.

ENG08.024L - Hidalgo County Precinct No. 2 Office Complex, City of Pharr	While working within the City of Pharr, Javier served as project engineer responsible for designing and preparing PS&E from a variety range consisting of site development, Pharr-San Juan-Alamo ISD to County projects. Each project consisted of preparing survey data to construction inspection for completion.
ENG09.010E - PSJA ISD Allen and William Arnold Elementary School, City of Pharr	
ENG10.004 - PSJA ISD LBJ Middle School, City of Pharr	
EG10.023 - PSJA ISD Jaime Escalante Middle School, City of Pharr	
ENG10.026 - Lone Star Subdivision, City of Pharr	
ENG11.009 - Pharr West Storm Drainage Study, City of Pharr	

b. Project experience and references

Civil Engineering Projects >

DATES:
August 2022 - August 2023 (design)
August 2023 - August 2024 (construction)

CONTRACT VALUES:
$453,595.48 (design & construction)

REPRESENTATIVE:
Luis Vargas PE
City Engineer
24200 FM 509, Harlingen, TX 78550
p: 956.216.5223

Ed Carey and Business 77 Storm Sewer Improvements
City of Harlingen, Texas

Consor is providing preliminary and final design services for the storm sewer improvements on System 100 through the American Rescue Plan Act. The project consist of up sizing the existing storm sewer lines shown in the 2008 Master Drainage Plan on Ed Carey (SL 499) from IH 69 (US 77) to Arroyo Colorado for approximately 1.25 miles. Consor is design the storm sewer system in compliance with TxDOT hydraulic five-year storm frequency design requirements and performing PS&E per the City of Harlingen and TxDOT. Consor is responsible for the planning stage to design to construction phase services for the completion of the storm sewer improvements. Consor is coordinating with City of Harlingen, Cameron County, TxDOT, Union Pacific Railroad, and utility companies.

DATES:
2015

CONTRACT VALUES:
$100k (design)
$1M (construction)

REPRESENTATIVE:
Geoffrey Espineli, PE
City of El Paso
300 N. Campbell St., El Paso, TX 79901
p: 915.212.1836

Kernel Street and Drainage Improvements
City of El Paso, Texas

Consor managed the design for the reconstruction of approximately 3,000 LF of roadway along Kernel from Betel Road to Betel Road, including several cross streets. Drainage in the region consists of sheet fl ow conditions, which carries storm water to existing drainage flumes. Improvements also consisted of new curb and gutter, landscaping, ADA ramps and sidewalks, new pavement, and signing and striping.

Montwood Street and Drainage Improvements

City of El Paso, Texas

DATES:
January 2014 - March 2015

CONTRACT VALUES:
$12.8M (construction)

REPRESENTATIVE:
Julian Rodriguez
El Paso Water Utilities
6400 Boeing Dr., El Paso, TX 79925
p: 915.594.5785

The project improvements consisted of over 300,000 cubic yards of earthwork, concrete pavement roads, sidewalks, curb and gutter, utilities, storm sewer, and an 800,000 gallons pond. The project also entailed the management and inspection of heavy civil construction items such as 4,200 LF of an 11-ft. by 7-ft. cast in place culvert storm sewer system under Montwood Avenue, a 20-ft. by 20-ft. mass excavation operation, and trench protection. In addition, the project included the removal of existing roads, 8,100 cubic yards of continuously reinforced concrete pavement, asphalt paving, excavation, utilities, driveways, sidewalks, ADA ramps, medians, traffic signals, signing, and striping. The project involved the following major improvements in accordance with EPWater plans, specifications, and standards: (1) Storm water structures including drop inlets, curb and trench inlets, manholes, and a 4,304-ft. long RCP pipe that drained into a main box culvert system. The single box culvert size started at a 6-ft. by 3-ft., and ended in an 11-ft. by 7-ft. culvert that drained into the Eastwood Dam. (2) A major 104-ft. long outlet structure with multiple energy dissipater concrete blocks, and 13.5-ft. tall side retaining walls. (3) Added capacity to the Eastwood Dam via 41,481 cubic yards of excavation. (4) New water mains, sanitary sewer lines, and water valves in Montwood Drive. (5) Side street construction including Trinidad Drive, Honolulu Drive, and Windrock Drive. This project was conducted via strict coordination with TxDOT (for the McRae Avenue construction area), and major coordination with the City of El Paso, the Ysleta ISD, and the GC since the project was adjacent to a Eastwood High School.

Greenhouse Road from North of Alston Hills Drive to South of East and West Towne Lake Green Trail

Harris County, Texas

DATES:
December 2014 - January 2015

CONTRACT VALUES:
$459,319.00 (design)
$5M (construction)

REPRESENTATIVE:
Michael Turner
Harris County Public Infrastructure Dept.
1001 Preston, 7th Floor, Houston, TX 77002
p: 713.755.7026

Consor provided preliminary and final design services for the design of a divided roadway and 1,800-ft. of a 10-ft. wide shared use path. Project also included design of two precast concrete arch bridges across Langham Creek and Old Langham Creek which carried both the roadway and bike trail and served as dual purpose flood control structures. The bike trail also followed the top berm of the creek and passed under the bridge structure, providing access to the nearby community center and future trail extensions. The project required extensive coordination with Harris County Flood Control (HCFCD) regarding drainage design, channel improvements, and detention ponds. Consor also incorporated retaining walls, illumination, signing and pavement markings, sidewalks, and aesthetic features into the project. This project was on an extremely fast-track schedule in order to complete within two months. The project requirements included meeting HCFCD requirements, as well as Harris County Engineering Department's (HCED) requirements. The HCED process was modified to meet the schedule and did not follow the standard HCED PS&E process. Official interim submittals were not performed on this project in order to meet the schedule. However, Consor maintained a typical in-house 30-60-90 development process and made these regular 'unofficial' submittals at review meetings with the HCED project manager to discuss and receive feedback. Consor made the 100% submittal only six weeks after receiving initial project notification. After receiving comments from Harris County Permitting, Consor made final submittal seven days later, with plans permitted only one month later.

West Huisache (Zarzamora to Kampmann) Street Reconstruction

City of San Antonio, Texas

Consor managed the design for this project to reconstruct 0.8 mile of West Huisache from Zarzamora to Kampmann to include sidewalks on both sides of the road, as well as water and sewer line replacement. The existing roadway was a 24-ft. wide asphalt pavement section in poor condition with notable tree root upheaval and soil expansion/contraction damage to curbs, sidewalks, and driveways throughout the project. The reconstruction included new curbs, concrete driveways, and retaining walls where needed. There were two schools in the project limits, one on each end of the project. The largest challenge on this project was coordinating the construction to coincide with the schedules of the two schools. During peak traffic hours, construction activities were kept at a minimum. Consor coordinated early on with both schools and City of San Antonio, and at preconstruction with the contractor, to prevent conflicts during construction. This project also included coordination with the Office of Historic Preservation to ensure that certain historical aspects located throughout the project remained intact. Lesson learned is to meet with all stakeholders early in design and communicate regularly. For all projects, Consor identifies stakeholders prior to kick-off, holds meetings to discuss concerns and ideas for improvements, and continues communication thru design and construction.

DATES:
July 2015 - March 2016

CONTRACT VALUES:
$563,153.54 (design)

REPRESENTATIVE:
David Hernandez, PE
City of San Antonio
100 Military Plaza, San Antonio, TX 78205
p: 210.207.6063

West Road (Segment B) from West of Katy Hockley Road to Future Peek Road

Harris County, Texas

Consor provided preliminary engineering and final design services for approximately 4,200-ft. The design provided for a four-lane concrete boulevard with curbs and intermittent median openings to match the Harris County Engineering Department's Major Thoroughfare typical section (24-ft. roadway in each direction with a 32-ft. center median). Project efforts included roadway design, pavement design, signing and striping details, TCP and signage, SW3P, SWQMP (Harris County tree banking used), and drainage design. Storm sewer details were provided for two outfalls to the Harris County Flood Control District (HCFCD) detention pond project on the north side of the roadway ROW. Storm sewer flow from Segment A and a small portion from Segment C were accepted. An 8,000-ft. channel and 46-acre detention pond was designed within John Paul's Landing to accept outfall flows from West Road roadway ROW. The channel follows the south bank contour of the previously designed HCFCD detention pond and terminates into the existing pond. Consor coordinated with adjacent Segment A and C designers to determine practical tie-in points and incorporated the survey provided for Harris County. Consor also prepared a project utility contact/conflict list and coordinated with AT&T, CenterPoint Electric, and CenterPoint gas for relocations. One challenge involved coordinating the profiles and drainage with the adjacent project design firms. Due to the minimal drainage slopes, Consor led the design of profiles for a large part beyond our project limits, as we were the designer for the detention pond. This streamlined the design process for all firms. These lessons have been helpful in designing our more extended freeway and frontage road projects, especially in southeast Texas, where flatter slopes and shallow outfalls are common.

DATES:
March 2016 - October 2017

CONTRACT VALUES:
$462,711.00 (design)
$2.9M (construction)

REPRESENTATIVE:
Michael Turner
Harris County Public Infrastructure Dept.
1001 Preston, 7th Floor, Houston, TX 77002
p: 713.755.7026

CONTRACTOR:
Earth Builders, LP
Jerry Hawkinson
3711 Briarpark Dr, Ste 350, Houston, TX 77042
p: 832.991.8169

DATES:
June 2018 - Present

CONTRACT VALUES:
$204,653.10 (design)

REPRESENTATIVE:
Manuel Aguilar, Project Manager
City of El Paso Capital
Improvement Department
218 N. Campbell St., El Paso, TX 79901
p: 915.212.1846

Lomaland Drive and Paddlefoot Lane Street Reconstruction

City of El Paso, Texas

This project consisted of reconstructing established neighborhood streets and designing a new subsurface storm water system. For Lomaland Drive, Consor proposed to tie into an existing regional pond in an adjacent subdivision for the southern project limits and designed a new regional pond to capture storm runoff from the northern project limits by acquiring vacant lots by the COEP. Both Lomaland and Paddlefoot roadway improvements included new ADA-compliant curb ramps; sidewalks; driveways; landscaping of the parkway; street illumination; and utility coordination for the relocation of gas, water, and sanitary sewer lines. We also developed a TCP plan with detour routes and a phased sequence of construction layouts to minimize surrounding local street traffic and allow residents to access their homes. A significant challenge involved penetrations into private residential lots and impacts on existing residential driveways. We designed an underground storm system where the storm events runoff is currently conveyed along the pavement. We created several high and low points along both sides of the roadway, while meeting the City of El Paso's 0.5% minimum longitudinal slope design criteria.

DATES:
2014 - 2015

CONTRACT VALUES:
$297,555.00 (design)
$2.3M (construction)

REPRESENTATIVE:
Greg Nichols, City of Sugar Land
2700 Town Center Blvd., N., Sugar Land, TX 77479
p: 281.275.2454

CONTRACTOR:
Conrad Construction Co., LTD
Brian Conrad
PO Box 841134, Houston, TX 77284
p: 713.937.3081

Austin Parkway Reconstruction

City of Sugar Land, Texas

Consor provided preliminary and final design for the reconstruction of 4100-ft. of Austin Parkway from SH 6 to First Colony LID 2 Crossing. Project also included water line replacement, bike trail adjacent to the roadway, and signal modifications. Extensive tree protection was incorporated into the plans. Traffic control plan (TCP) included special considerations for intersection construction adjacent to elementary school. Provided temporary pavement in median on adjacent street in order to provide alternate access to the school during construction. Alternative bids were prepared to include two additional roadways and a bike trail. Consor provided for a bike trail design that minimized the impacts to existing trees and satisfied the concerns of the Home Owners Association (HOA).

DATES:
September 2019 - Present

CONTRACT VALUES:
$763,742.50

REPRESENTATIVE:
James C. Wucinski, PE, Project Manager
City of San Antonio Transportation & Capital Improvements (TCI)
114 W. Commerce St., Municipal Plaza Bldg., 6th Floor, San Antonio, TX 78205
p: 210.207.7042

Enrique Barrera Parkway

City of San Antonio, Texas

This is an enhancement project consisting of mill and overlay of existing road, removing existing sidewalk and replacing it with an 8-ft. proposed sidewalk adjacent to curb, restriping to add 5-ft. bike lanes with 2-ft. buffer in both directions, and providing traffic signal improvements between SH 151 and SW 36th Street. Safety improvements are being made, such as installation of a HAWK signal for a pedestrian crossing west of SW 37th Street. Consor is currently managing the project in close coordination with City of San Antonio. Utility adjustments are being coordinated by Consor as well. This project is currently on hold due to the scope being modified due to drainage issues. The scope is currently being reviewed by the City of San Antonio.

Traffic Engineering Projects >

DATES:
February 2022 - March 2022

CONTRACT VALUES:
$59,291.00 (design)

REPRESENTATIVE:
Hector Garcia, Division Manager
Hidalgo County
2802 S. Business Highway 281,
Edinburg, TX 78539
p:956.318.2626

Traffic Engineering Study, New Hidalgo County Courthouse

Hidalgo County, Texas

Consor provided traffic engineering consulting services for the new Hidalgo County Courthouse in the City of Edinburg. Consor was responsible for the development and completion of a Traffic Impact Analysis to assess current and future traffic impacts resulting from traffic circulation changes around the courthouse and construction of the new courthouse facilities. Consor performed the traffic impact analysis for two options. Option 1 focused on the analysis of the proposed driveways to the new courthouse complex and option 2 consisted of analysis on the intersections surrounding the courthouse. Consor prepared a final report consisting of methodology used, alternatives considered, recommendations, photographs, turning movements in tabular format and map format.

DATES:
September 2022 - December 2022 (Design)
January 2023 - Present
(Pending Bidding Process)

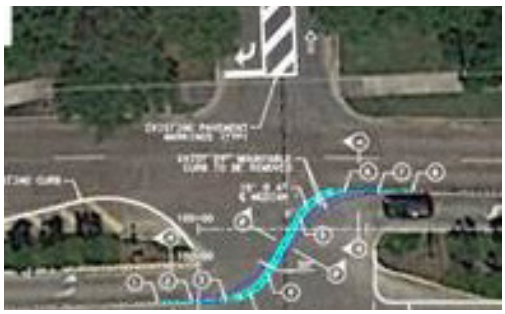
CONTRACT VALUES:
$59,223.10 (design & construction)

REPRESENTATIVE:
Victor Borrego, Contract Specialist
Hidalgo County
2802 S. Business Highway 281,
Edinburg, TX 78539
p:956.318.2626

Interim Traffic Control, New Hidalgo County Courthouse

Hidalgo County, Texas

Consor is providing project management, design, bid phase, construction management, and inspection services for the interim traffic control implementation for the Hidalgo County Courthouse in the city of Edinburg. The Interim Traffic Control will be implemented for the duration of the opening of the New Hidalgo County Court House to the commencement of the reconstruction of SH 107 project. Consor has developed construction plans consisting of pavement markings, signs, and traffic signal timing surrounding the Hidalgo County Courthouse up to a block away for transitioning. The Consor team coordinated with TxDOT and the City of Edinburg during the planning stage.



DATES:
2014 - Present

CONTRACT VALUES:
Varies per work authorization

REPRESENTATIVE:
Shashi Kumar, PE, CFM
City of Missouri City
1522 Texas Pkwy., Missouri City, TX 77489
p: 281.403.8579

On-Call Traffic Engineering

City of Missouri City, Texas

Consor has provided on-call traffic engineering services for the City of Missouri City since 2014. Work efforts have included 41 WAs consistent with the following: • School zone analysis for two elementary schools and one middle school. The work included field investigations/verifications during the school start and end time periods, evaluation of existing signing/pavement markings, pedestrian safety analysis, speed studies, and recommendations. • Sight distance analysis/evaluation on Water Cove Drive/Lake Run Drive (both approaches) at its intersection with Riverstone Boulevard to identify safety issues and provide solutions to mitigate these issues. • Intersection analysis for the intersection of Raoul Wallenberg at FM 1092 to identify the level of service (LOS) and provide recommendations to improve the intersection safety.

Consor coordinated with the City of Missouri City and TxDOT Houston District to identify and approve the median nose modifications, additional signs, pavement markings, and delineator placement and provided drawings to help the in-house City staff to make the changes. • Evaluated existing traffic signal at the intersection of FM 1092 at SH 6 and provided recommendations for the addition of the right-turn lane on the southbound approach of FM 1092. The Consor team provided the layouts with pavement markings, summary of quantities, and traffic control plan meeting TxDOT/ City requirements to help the City staff incorporate changes. • Stop warrant studies, per the TMUTCD criteria and engineering judgment, for locations including El Dorado at Robinson, Hampton at Robindale, and Pine Hollow Drive at Lexington Boulevard. In total, the Consor team provided stop warrants for 15 intersections. These varied from two-way stop control to multi-way stop control. • Reviewed Missouri City-provided traffic impact analysis/studies to verify if they met the Missouri City Infrastructure Design Manual criteria and the ITE guidelines with regards to trip generation and trip distribution. The Consor team provided comments on these studies. • Missouri City population signs: coordinated the need and design of the same. • Traffic signal warrants were conducted at the intersections of US 90A at Cravens Road (which included railroad crossing) and Texas Parkway at Greendale Drive per the TMUTCD guidelines. • Traffic circulation analysis was conducted for the closure of outbound Raoul Wallenberg Street to FM 1092 and identified the change in traffic patterns. • Traffic counts were conducted and Synchro analysis was used to identify the existing and proposed conditions and the impacts it will have on the neighboring intersections. The conclusions and recommendations of this analysis were presented in a report format to the City of Missouri City. • Traffic counts were conducted to include vehicle classification in order to aid Missouri City in re-timing the signals along the SH 6 as well as the FM 1092, Cartwright, and Texas Parkway corridors. • Traffic calming measures were developed along Peninsulas Dr. from Wild Peach Place to Oyster Creek Place Drive to address the high vehicle speeds along this stretch of the street, presence of cut-thru truck traffic, and the onstreet parking along Peninsulas Dr. near the old pier location despite parking restrictions. The study included traffic counts, spot speed studies, and crash analysis, and the team provided recommendations to include additional signs, update/refresh exist pavement markings, and markers and additional police enforcement.

Traffic Engineering Services along FM 1976 from Woodlake Parkway to LP 1604

City of San Antonio, Texas

Consor was responsible for the design of the widening of FM 1976 along a five-mile corridor. The study included signal redesign along with ADA compliant sidewalks, ramps, and pedestrian push buttons. The design included temporary signals, permanent (span wire and mast arm) signals (some were designed as per TxDOT and some per City standards), signing and pavement markings, traffic control plans during construction, drainage, roadway design, and utility coordination. The work involved coordination between TxDOT, City of San Antonio, City of Converse, and City of Universal City.

DATES:
December 2017 - May 2018

CONTRACT VALUES:
$547,036.94 (design)

REPRESENTATIVE:
Felix Lerma, PE, Project Manager
TxDOT San Antonio
4615 NW Loop 410, San Antonio, TX 78229
p: 210.315.5820

East Rosedale Street (Spur 303) from West Miller Street to IH 820 East

City of Fort Worth, Texas

Consor designed five temporary and proposed signals, as well as interconnect/continuous illumination design for 2.5 miles along East Rosedale. AGi32 software was used for the photometric analysis, and pole locations were determined based on light patterns, pole heights, and optimal spacing. Consor coordinated with the City on signal equipment and interconnect needs. Special detail was developed for interconnect duct bank placed along median and fit adjacent to illumination poles/conduit due to numerous utilities located between the curb and ROW.

DATES:
2014 - Present

CONTRACT VALUES:
$224,593.86 (design)

REPRESENTATIVE:
Will Barresi, PE
CH2M Hill (now Jacobs)
12750 Merit Dr., #1100, Dallas, TX 75251
p: 972.663.2244

TxDOT On-Call Signal Timing

Montgomery and Harris Counties, Texas

As part of an on-call contract (with nine total WAs) related to traffic signal timing, this project involved field observations at TxDOT-specified intersections and fine-tuning the signal timings/phasing and other controller parameters in the field to improve safety and traffic flow at the intersection. Another component was preparing and implementing corridor-wide signal timing and coordination plans. These were based on field visits, traffic counts, travel time runs, and existing time-of-day signal plans. The yellow and all-red times were calculated using the ITE equations and guidelines provided by TxDOT. Using Synchro and information based on field observations, multiple coordination plans were prepared for AM, PM, mid-day, and off-peak periods. The time-space diagrams for the corridor were reviewed using both Synchro and Tru-traffic to identify the most efficient coordination plans, and these were implemented in the field. Fine-tuning the plans in the field after implementation was always required to get the best results. After travel, time runs were conducted to identify the improvements along the corridor. A report and the controller timing files, in native and PDF format, were provided to TxDOT for their record purposes.

DATES:
March 2015 - October 2017

CONTRACT VALUES:
$400k (design - varied per work authorization)

REPRESENTATIVE:
Maurice Johnson, PE
TxDOT Houston District
7600 Washington Ave., Houston, TX 77007
p: 713.802.5739

Construction Engineering Inspection (CEI) Projects >

FM 3338

City of Laredo/TxDOT Laredo District, Texas

Consor managed the CEI services for the rehabilitation of FM 3338. FM 3338 is a high-volume truck traffic industrial route that connects FM 1472 to SH 255 (Former Toll Road). The project proposes to widen and rehabilitate FM 3338 for the heavy commercial truck traffic and provide safety improvements on the corridor.

DATES:
2019 - 2022

CONTRACT VALUES:
$23M (construction)

REPRESENTATIVE:
Jose Vargas, PE
TxDOT Laredo District
1817 Bob Bullock Loop, Laredo, TX 78043
p: 956.712.7400

Old Hueco Tanks Road Street and Drainage Improvements

City of El Paso, Texas

Consor provide construction inspection services for 1.3 miles of reconstructed two-lane rural roadway into a four-lane divided urban section. Inspections of major activities included, concrete paving, excavation of two retention ponds, storm sewer RCP pipe, box culverts, inlets, driveways, sidewalk, curb and ramps. Our team also performed documentation control of RFIs, submittals, monthly pay applications, and coordination with TxDOT and the City of El Paso.

DATES:
January 2016 - July 2018

CONTRACT VALUES:
$7.5M (construction)

REPRESENTATIVE:
Cesar Nevarez, PE
Camino Real Regional Mobility Authority
300 N. Campbell St., #2, El Paso, TX 79901
p: 512.372.1206

US 59 Reconstruction

Fort Bend County

Consor is managing the CEI services to assist TxDOT in managing construction operations before, during, and after construction improvements on US 59 from East of Beasley Branch Road to West of FM 762 and Spur 10 to East of Beasley Branch Road. The firm is providing delivery of turnkey construction management services for the 7.35-mile construction widening from Spur 10 to FM 762 including grading, base, paving, walls, bridges, storm sewer, electrical and traffic signals.

DATES:
2014 - Present

CONTRACT VALUES:
$10.4M (CEI fee)
$135M (construction)

REPRESENTATIVE:
Grady Mapes
TxDOT Houston District
4235 SH 36, Rosenberg, TX 77471
p: 281.328.7920

Rojas Street and Drainage Improvements

City of El Paso, Texas

Construction inspection services for roadway and drainage improvements, concrete paving, storm sewer RCP pipe inlets, placement of driveways, sidewalk, curb and ramps, roadway, illumination and traffic signal lighting, striping and signing, landscaping, hike and bike paths. Inspectors reviewed work for compliance with ADA, TCP, and SW3P TCEQ requirements.

DATES:
January 2017 - January 2018

CONTRACT VALUES:
$128k (CEI fee)
$3.9M (construction)

REPRESENTATIVE:
Cesar Nevarez, PE
Camino Real Regional Mobility Authority
300 N. Campbell St., #2, El Paso, TX 79901
p: 512.372.1206

> “The project team did an outstanding job of constantly communicating to ensure we would not be inconvenienced for any service and when concerns would arise, they were flexible in making accommodations that allowed us to maintain safety and accessibility for our members, guests, and the community. We went into the project with high expectations but the finished product along with the professionalism from the project team exceeded even what we envisioned.”
>
> **– Terry K. Anderson** | Pastor, Lilly Grove Missionary Baptist Church on Consor’s APWA award-winning City of Houston Tierwester Street Project

IH 2/I 69E Frontage Road Rehabilitation

City of Pharr, TxDOT Pharr District, Texas

Consor is managing the CEI services for the interstate (IH 2/IH 69E) project that consisted of the mill and inlay of superpave asphalt, base repairs, stripping and pavement markings.

DATES:
2019 - 2022

CONTRACT VALUES:
$322k (CEI fee)

REPRESENTATIVE:
Hector Siller, PE
TxDOT Pharr District
521 W. Ferguson, Pharr, TX 78577
p: 956.702.6250

SH 186

City of Pharr, TxDOT Pharr District, Texas

Consor is managing the CEI services for the rehabilitation of SH 186. The project includes Super 2 widening, grading, cement and lime treated subgrade, flexible base, asphaltic concrete pavement, irrigation, drainage structures, metal beam guard fence, signing, and pavement markings.

DATES:
2018 - Present

CONTRACT VALUES:
$1.65M (CEI fee)

REPRESENTATIVE:
Andres Espinoza, PE
TxDOT Pharr District
1350 E. Hwy. 77, San Benito, TX 78586
p: 956.399.5102

IH 10 Reconstruction

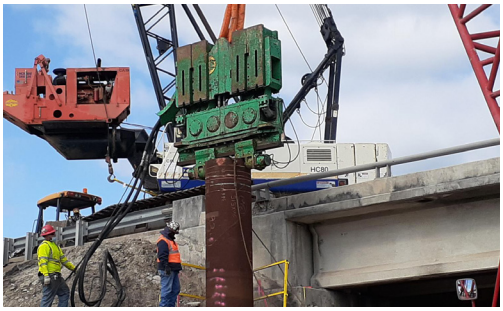
Waller County

Consor is managing the construction engineering and inspection (CEI) services to assist the state in managing its construction operations and improvements for 5.8 miles of IH 10 from the Brazos River to east of FM 359 (CSJ: 0271-04-071) in Waller County. This project will upgrade the freeway facility consisting of the widening to six lanes with two-lane (one-way) frontage roads, safety lighting, ITS, and CTMS. The existing condition consists of four lanes with two-way frontage roads. Consor is managing the delivery of turnkey construction management services.

DATES:
2017 - Present

CONTRACT VALUES:
$13.4M (CEI fee)
$14M (construction)

REPRESENTATIVE:
Grady Mapes
TxDOT Houston District
4235 SH 36, Rosenberg, TX 77471
p: 281.328.7920



SH 358, Corpus Christi

Nueces County

Consor is managing the construction engineering and inspection services for this $50M project to reconstruct the roadway and reverse ramps for SH 358 (South Padre Island Drive) from Nile Street to Ayers Street.

DATES:
2017 - Present

CONTRACT VALUES:
$6.5M (CEI fee)
$50M (construction)

REPRESENTATIVE:
Charles Benavidez, PE
TxDOT Corpus Christi District
1701 S. Padre Island Dr., Corpus Christi,
TX 78416
p: 361.808.2500

FM 1847 CSJ: 1801-02-017, Limits: FM 106 to FM 2893

Cameron County

Consor provided CEI services on the FM 1847 construction project. The 7.57-mile project consisted of the rehabilitation and widening of the existing roadway, traffic control, installation of wildlife crossings, drainage structures, irrigation crossings, bridge widening, and roadside ditch improvements.

DATES:
2019 - 2022

CONTRACT VALUES:
$1.7M (CEI fee)
$23M (construction)

REPRESENTATIVE:
Andres Espinoza, PE
TxDOT Pharr District
1350 US 77 San Benito, TX 78586
p: 956.399.5102

Streetcar Maintenance and Storage Facility (MSF) Building

City of El Paso, Texas

Consor provided construction inspection services for the high-profile MSF Building where the El Paso Streetcar gets mechanical maintenance, a car wash, and storage. Our team performed special structural inspections as per IBC Chapter 17 on a two-level structural steel building on spread footings. Inspections were performed on POV parking, mechanical, electrical systems, rollup doors, car wash, flooring, drywall, finishes, doors, and hardware. Inspectors recorded and documented daily construction progress reports, materials, and testing. Prepared monthly pay applications. The team ensured OSHA compliance and documented construction progress pictures, and performed SW3P inspections and monthly labor interviews.

DATES:
2016 - 2017

CONTRACT VALUES:
$7.5M (CEI fee)

REPRESENTATIVE:
Cesar Nevarez, PE
City of El Paso
300 N. Campbell St., El Paso, TX 79901
p: 512.372.1206

> “Consor is a great team to have on your side. They set the standard for professionalism and their ability to always be ahead of the game.”
>
> – **Project Manager** | TxDOT Pharr District

On-Call Structural Engineering Services

El Paso Water

Consor has provided structural engineering on-call services to EPWater (part of the 2017 project procurement). Projects under this contract include:

DATES:
June 2017 - May 2019

CONTRACT VALUES:
$297,200 (design)

REPRESENTATIVE:
Gonzalo Cedillos, PE
El Paso Water Utilities
6400 Boeing Dr., El Paso, TX 79925
p: 915.594.5687

Coronado 3 Water Tank Access Bridge

Consor developed construction plans, specifications, and estimate for the construction of a new prestressed slab beam bridge at the Coronado III Water Tank and Booster Station facility. Items included, but were not limited to prestressed concrete slab beams, reinforced concrete abutments, spread footing foundations, aesthetic railing and traffic railing, retaining walls, and roadway improvements. The bridge will connect the Booster Station facility to the water tanks across an existing drainage channel. Currently, the only access to the tanks is for EPW operations to maneuver throughout the mountainous terrain. The bridge will provide a much-needed ease of access to EPW personnel.

DATES:
June 2018 - Present

CONTRACT VALUES:
$72,600 (design)

REPRESENTATIVE:
Veronica Galindo, PE
El Paso Water Utilities
6400 Boeing Dr., El Paso, TX 79925
p: 915.594.5774

Cielo Vista Elevated Water Tank Safety Ladders and Fall Protection

Consor developed construction PS&E for removal and replacement of existing non-compliant access platforms and ladders at the Cielo Vista Elevated Water Tank. The work included the structural assessment of the existing structure, structural analysis of the existing and proposed structures using RISA Software, and the design of new structural steel members and bolted and welded connections for new access platforms. The project also includes the installation of new rescue hoist and trolley systems. The project is currently at 100% design and in preparation for bidding phase.

DATES:
March 2018 - Present

CONTRACT VALUES:
$71,542 (design)

REPRESENTATIVE:
Aide Zamarron, PE
El Paso Water Utilities
6400 Boeing Dr., El Paso, TX 79925
p: 915.594.5787

Bustamante WWTP Silo Deck Structure Repair

Consor developed construction PS&E for the modification of the existing sludge handling silo structure. Work included the structural assessment of the existing structure, structural analysis of the existing/proposed structures using RISA Software, and the design of new structural steel members and bolted and welded connections.

Downtown Trainway Reconstruction

City of El Paso, Texas

Consor provided construction phase services for the rehabilitation of the Kansas and Santa Fe bridges. The firm also inspected and developed construction plans, specifications and estimate for the rehabilitation of seven bridges: Campbell, Kansas, Stanton, Mesa, Oregon, El Paso, Santa Fe. The seven locations are within the downtown region of the City of El Paso and all have UPRR rail-lines under the respective bridges. Tasks included inspection, repair and rehabilitation of all beam structures and all structural bridge supports. Consor also replaced the approach roadways at Campbell, Kansas, Stanton, Oregon, El Paso and Santa Fe. Consor coordinated with TxDOT ensuring that two out of the seven bridges received Category 6 Funding, allowing the construction costs for these two structures to be covered with this funding.

DATES:
2016

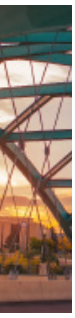
CONTRACT VALUES:
$750k (construction)

REPRESENTATIVE:
Geoffrey Espineli, PE
City of El Paso
300 N. Campbell St., El Paso, TX 79901
p: 915.212.1836

c. List of all projects currently under contract

Projects assigned to Consor's McAllen office include:

- City of San Juan "On Call Engineering Services"
- City of McAllen "General Civil Engineering Services"
- City of Harlingen "American Rescue Plan Act 2021 Drainage Improvement Projects"



"Consor completed all phases of this project on-time and within budget. Consor was quite responsive and cooperative throughout the PER and design process. They accurately identified ROW and permits in a timely manner. In addition, Consor provided the City with a prioritized list of sidewalks that would fit within the construction budget. Consor received a 95 out of 97 score on their performance evaluation from the City of Houston on this project."

Sam Kanu, PhD, PE
City of Houston

"Consor performed very well on this project and met all of the City's needs and concerns and delivered the project on time and within budget. Their performance on this project has been outstanding as it has been on past projects. We consider their staff very professional, knowledgeable, highly skilled, and cooperative, and we would be pleased to have Consor perform other work for us in the future."

Elizabeth B. Reyes, PE, MBA,
Engineering Division Manager, City of El Paso

DIVIDER #6

Management and Organizational Approach

Management and Organizational Approach

a. Firm's understanding of the project

General Civil Engineering: We understand these projects may involve hydrology, roadway, and drainage. Consor performs basic and specialized planning and recommended studies to design minor and major transportation facilities per State and Federal standards and requirements. Our experience ranges from the design of local intersection improvements, the design of new/reconstruction of streets and arterials, and the design of new/reconstruction of urban interstate highways. Roadway improvements involve widening existing roadways; asphalt and concrete pavements; curb and gutter; sidewalks and driveways; complete street design and reconstruction; access management; traffic circulation; drainage improvements; ROW impacts; public information plans; utility coordination; safety and capacity improvements; and the preparation of cost estimates, construction duration estimates, specifications, and special provisions. Consor's planning and design services include bridge/ancillary structures, hydraulics/hydrology, pedestrian and bicycle facilities, contract administration and alternative contracting methods, and water and sanitary design.

Traffic Engineering: We have extensive experience in traffic engineering, including traffic studies, traffic impact analysis, warrant studies, corridor feasibility studies, traffic calming design, signal warrant studies, safety studies, feasibility studies for alternative intersections and interchanges, and coordination with the Metropolitan Planning Organization. Our multi-modal operations and simulation experience includes freeway and interchange improvements, traffic signal optimization and coordination, transit signal priority, light rail transit systems, safety evaluation, bus rapid transit systems, railroad grade crossings, and alternative and innovative designs. We ensure our approach integrates design with extensive knowledge of construction to provide creative and practical solutions for all modes of transportation.

Construction Engineering Inspection (CEI): Consor currently employs nearly 300 CEI personnel to provide our clients with the highest quality service possible. Our CEI practice ensures conformance with the plans and specifications set for by the Engineer of Record. Our construction engineers and inspectors are on-site to verify that contractors utilize good construction practices and construct the work to a high quality, ensuring a long life for the project and reduced maintenance costs.

Structural Engineering: The structural engineering design process starts by evaluating the scope of work. The team will understand the structure's life expectancy and design it accordingly. We will also determine the most feasible structure and most economical approach. It is important to anticipate all the probable loads the structure will be subjected to during its lifetime. Such loads may include any special loading from equipment/pumps, permanent dead loads, live loads, impact loads, wind loads, snow loads, seismic loads, earth retaining loads, and construction loads (such as transportation and overloads by heavy equipment and other pressures).

b. Firm's organization to perform the services

The Consor team will be led by PM Javier Martinez Jr., PE, CFM and deputy PM Oziel Bautista Reyna, PE, both of whom are located in Consor's McAllen office. The team organizational chart may be found on page 4.

c. Stakeholder communication

COMMUNICATION PLAN	
Establish a communication protocol	Weekly team meetings
Direct/proactive communication with the City's PM	Deliverable status/schedule
Internal - team leaders, QA/QC, subconsultants (if any)	New and outstanding issues
External - stakeholders	Action items

d. Scheduling, coordination, quality, and cost control

Scheduling: Different contracts can provide various tasks with project schedules ranging from weeks to months. We are experts at setting aggressive schedules and are accustomed to navigating through the process most efficiently. We have organized a team with ample qualified engineering experience ready to be assigned to each project, per the schedule requirements, to reach successful completion. Should events necessitate additional personnel requirements, we are fortunate to have the flexibility to assign such personnel from our other nationwide offices. Our PM, Javier, will ensure that projects are completed on schedule. He will be fully accountable to the City for the schedule, quality, and budget.

Quality: Our goal is to work as an extension of the City of San Juan, its PM, and its staff and deliver a bid-ready project in all aspects, including complete, accurate, and consistent deliverables per The City's guidelines while considering safety and constructability. Consor, an ISO 9001:2015 certified firm, understands that experienced and knowledgeable task leaders are key to a quality project. The assembled project team has taken pride in their work and is dedicated to meeting project schedules. All key personnel designated herein have worked with each other on previous projects. The projects are checked both from an engineering and constructability standpoint. Our QA/QC procedures assure that the plans, specifications, and estimate (PS&E) package is complete, accurate, constructible, and consistent while meeting client expectations. Our QA/QC starts at the project's inception and continues through every milestone to completion.

QA/QC PLAN	
Ensure complete submittals are error-free	Independent senior QA/QC reviews
Require subconsultants (if any) to follow	Constructability reviews
Utilize comment log database	Quantities developed electronically and hand-calculated

Cost Control: In this age of budget constraints, it is imperative to integrate cost control procedures into the design process. We prioritize the necessity for effective project cost control beginning at the receipt of the awarded contract. Cost control occurs on two fronts—control of scope creep during the design and the overall construction cost. To control scope creep, we'll work closely with the City to accurately define the scope and determine the required product, effort, and expertise. We candidly talk with the City's staff and develop a plan to meet all constraints and requirements. We also employ a complex cost-estimating regimen during each project, and provide estimates at every major work product submittal and after any significant decision affecting the work product. It also assists with budgeting (CIP development cycles). We consistently value engineer projects to ensure the product delivered is the best value for the City.

e. Approach to communication with the City

Consor will meet regularly with City staff to discuss project progress, review comments, and, when requested, provide presentations to committees, other staff, or entities involved in the project. Consor's PM (Javier Martinez Jr., PE, CFM) will be the main contact between Consor and the City of San Juan. Contact with other entities regarding the project will be conducted according to the City's direction (either through the City or with the City's knowledge). Flow of information and points of contact can be discussed during scoping or project kick-off. Consor's deputy PM (Oziel Bautista Reyna, PE) will be kept up-to-date and copied on all information. This measure provides continuity of service should the City need a quick response while the PM is out of the office.

f. Approach to code analysis and jurisdictional approvals

Our team will employ the ASCE, the International Building Code (IBC), Unified Building Code, and the American Railroad Engineering Association Code, to apply proper design criteria and procedures. Recommended practices for design from organizations such as the American Institute of Steel Construction, American Concrete Institute, and AASHTO will be followed as applicable. We are experienced and conversant in the IBC, National Electrical Code, National Fire Protection Association, City/County ordinance, Texas Accessibility Standards, and TxDOT requirements. Our staff oversees construction inspections that ensure buildings, roadways, bridges, drainage structures, signals, pavement markings, TCP, and SW3P constructability abides by plans, provisions, City ordinance, IBC, and contract specifications. Consor provides engineering expertise consisting of construction management, planning, bidding process, cost control, environmental controls, mitigation, dispute resolution, public relations, QC/QA, and public safety considerations.

Appendix

- **Divider #6: Management and Organizational Approach**

  On two pages or less, please describe your management and organization approach to the project. The following should be addressed within this description:

  a. Describe your firm's understanding of the project.
  b. Describe how the firm will organize to perform the services.
  c. Describe how the firm will solicit in the programming and design phases the interested stakeholders. This includes community residents, city commission, staff and users.
  d. Provide procedures for assisting in the development of project scheduling, coordination of consultants, quality and cost control.
  e. Describe the Engineering team's approach to communication with the City.
  f. Description of Engineer's approach to code analysis and jurisdictional approvals.

Firm is responsible for registering by email for notice of addendums.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFQ. Firm accepts all terms of the RFQ submittal process by signing this letter of interest and making the RFQ submittal.

This RFQ shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm's Name: Consor Engineers, LLC

Authorized Signature: _____

Print Name: Zina Schwartz, PE

Title: EVP, Central Region Executive Director

Date: 3/7/2023

Telephone: 281.493.4140 Ext. 54247

E-Mail: zschwartz@consoreng.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Tina Duarte

Signature of vendor doing business with the governmental entity

3/7/2023

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-991618

Date Filed:
03/07/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Consor Engineers, LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of San Juan

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ No. 23-010-03-16
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Patil, Sandeep	Houston, TX United States	X	
Rayasam, Chris	Portland, OR United States	X	
Cass, Matthew	Chapel Hill, NC United States	X	
Gwilliam, Scott	Chicago, IL United States	X	
Gernant, Erik	Chicago, IL United States	X	
Rangaswamy, Govindraj	Fort Lauderdale, FL United States	X	
Schwartz, Zina	Houston, TX United States	X	
Shimanek, Mindy	Tucson, AZ United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Karen Dennis, and my date of birth is 11/08/1955.

My address is 15310 Park Row (street), Houston (city), TX (state), 77084 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 7th day of March (month), 2023 (year).

Karen Dennis
Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V3.5.1.3ac88bc0

Consor Engineers, LLC
200 S 10th Street, Suite 800, McAllen, Texas 78501

WWW.CONSORENG.COM

COPY

STATEMENT OF QUALIFICATIONS FOR ENGINEERING SERVICES RFQ NO. 23-010-03-16

PREPARED BY:

SAMES

200 S 10TH ST, SUITE 1500
MCALLEN, TEXAS 78501
P: (956) 702-8880
F: (956) 702-8883

1 Letters

2 Firm Information

3 General Firm History/Qualifications

4 Financial and Legal Status

5 Experience and References

6 Management and Organizational Approach

7

8

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

March 8, 2023

Ms. Lori A. Maldonado
City of San Juan
709 S. Nebraska Avenue
San Juan, Texas 78589-2649
lmaldonado@sjtx.us

RE: **City of San Juan Request for Sealed Qualficiations Engineering Services RFQ No. 23-010-03-16**

Ms. Lori A. Maldonado,

SAMES, Inc. (SAMES) is pleased to present our Statement of Qualifications for Engineering Services to the City of San Juan (City).

The SAMES team and its principals have a firm foundation in professional civil engineering, surveying, and construction management services. Additionally, we have significant experience with the development, design, and construction of infrastructure improvement projects administered and funded by local, state, or federal government agencies. SAMES is registered and in good standing with the Texas Board of Professional Engineers and Land Surveyors. We meet all local, county and state licensing and insurance requirements.

SAMES has reviewed the City of San Juan's RFQ Packet and express complete understanding of the requirements and what may be expected of the firm. The SAMES project team was assembled for their knowledge and specific experience relevant to the federally funded projects. Due to our experience with local communities, cities and various funding agencies, we are confident and commited in our ability to perform this work in a professional, timely and cost-effective manner while ensuring strict funding compliance.

Please be advised that the proposal set forth herein will remain effective for a period of at least 90 calendar days. During this time, should the City have any questions or wish to discuss our qualifications in further detail, you may contact me directly at my cell at (956) 451-5826.

Thank you for your time and consideration of our Statement of Qualifications. We look forward to assisting the City of San Juan with their engineering needs. Regardless of scope or size, you have my personal commitment that your projects will be staffed with experienced professionals and no effort will be spared to ensure City of San Juan receives a quality end product on time and within budget.

Sincerely,

Saul D. Maldonado, PE
Principal

- **Divider #6: Management and Organizational Approach**

  On two pages or less, please describe your management and organization approach to the project. The following should be addressed within this description:

  a. Describe your firm's understanding of the project.
  b. Describe how the firm will organize to perform the services.
  c. Describe how the firm will solicit in the programming and design phases the interested stakeholders. This includes community residents, city commission, staff and users.
  d. Provide procedures for assisting in the development of project scheduling, coordination of consultants, quality and cost control.
  e. Describe the Engineering team's approach to communication with the City.
  f. Description of Engineer's approach to code analysis and jurisdictional approvals.

Firm is responsible for registering by email for notice of addendums.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFQ. Firm accepts all terms of the RFQ submittal process by signing this letter of interest and making the RFQ submittal.

This RFQ shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm's Name: SAMES, Inc.

Authorized Signature:

Print Name: Saul D. Maldonado

Title: President

Date: 3/7/2023

Telephone: (956) 702-8880 Fax: (956) 702-8883

E-Mail: saul@samengineering-surveying.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

SAMES, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

3/7/2023

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-991970

Date Filed:
03/07/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SAMES, Inc.
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of San Juan

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ No. 23-010-03-16
Request for Sealed Qualifications for Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Maldonado, Saul D.	Edinburg, TX United States	X	
Maldonado, Samuel D.	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Saul D. Maldonado, and my date of birth is 2/14/1979.

My address is 2036 Arlina Drive (street), Edinburg (city), TX (state), 78501 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 7 day of March (month), 20 23 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Firm Information

a. **Firm name, addresses, and telephone numbers of all firm offices.**

SAMES, INC. (SAMES)
The Chase Tower
200 S. 10th Street, Suite 1500
McAllen, Texas 78501
(956) 702-8880

Corporate Headquarters

222 E. Van Buren Avenue, Suite 306
Harlingen, TX 78550

1596 Pacheco Street, Suite 203
Santa Fe, NM 87505

1247 Central Avenue, Suite 220
Los Alamos, NM 87544

Branch Offices

b. **Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.**

- Subchapter S Corporation
- SBA Certified 8(a) Program Participant
  - SBA 8(a)Entrance Date: 07/26/2013
  - SBA 8(a) Exit Date: 07/26/2023
- Federal HUBZone: 54823
- Texas HUB: 59680
- TxDOT Disadvantaged Business Enterprise
- Small Business Enterprise

c. **Year's firm has been in business.**

SAMES was formed in June 2008. We have been providing Professional Engineering, Surveying, and Construction Management and Inspection Services for 15 years.

d. **Name of principals in firm.**

Saul D. Maldonado, P.E. – President
Samuel D. Maldonado, P.E., R.P.L.S. – CEO

e. **Primary Contact.**

Samuel D. Maldonado, P.E., R.P.L.S.
O: (956) 702-8880
M: (956) 205-7130
sam@samengineering-surveying.com

Jessica M. Maldonado, P.E., P.M.P., C.F.M.
O: (956) 702-8880
F: (956) 702-8883
jessica@samengineering-surveying.com

f. **Organizational description.**

SAMES is a privately held, family-owned corporation that provides professional engineering, surveying, land development and construction services to private, commercial and government clients. The firm is led by two (2) brothers, Samuel D. Maldonado and Saul D. Maldonado, both natives of the Rio Grande Valley and professional engineers registered and in good standing with the Texas Board of Professional Engineers and Land Surveyors. The firm is comprised of the following departments:

- Professional Services Department
  - Vice President of Professional Services: Jessica M. Maldonado, P.E., P.M.P., C.F.M.
  - Services: Engineering, Surveying, Development, Construction Management and Inspections

- Construction Services Department
  - Vice President Federal Division: Thomas R. Knutson
  - Services: General Construction Services, Construction Management, Design-Build, Design-Bid-Build

- Business Development Department
  - Duties: Public Relations, Marketing, Customer Relationship Management, Work Procurement, Vendor & Socio-economic Registrations/Certifications

- Operations Department
  - Finance: Accounting / Bookkeeping (receivables/payables)
  - Operations: Manage the daily operation of the firm (office supplies, vehicles, etc.)
  - Human Resources: Hiring, Training, Safety Compliance, Payroll, Insurance

g. **Description of firm's philosophy.**

SAMES' Vision is "to develop a legacy of leadership succession serving communities world-wide." In support of this vision, SAMES operates with a TEAM philosophy which is founded upon the firm's guiding principles:

PEOPLE: To serve our employees and clients and promote a culture that develops and inspires growth

PROCESS: To know expectations and utilize corporate processes to be intentional towards excellence

PERFORMANCE: To be accountable professionally and personally to oneself and each other

Utilizing this TEAM philosophy allows SAMES to meet the goals set for us in our Mission Statement:

"To empower leadership that promotes excellence through teamwork, accountability and integrity while providing quality professional design, surveying, consulting and construction services."

The Chase Tower
200 South 10th Street,
Suite 1500,
McAllen, Texas 78501
P: 956.702.8880
F: 956.702.8883

Principals:
Samuel D. Maldonado
sam@samengineering-surveying.com
Saul D. Maldonado
saul@samengineering-surveying.com

Texas Board of Professional Engineers #F-10602

Texas Board of Professional Land Surveyors #101416-00

Texas Certified HUB: 59680

TxDOT Certified Disadvantaged Business Enterprise: VN 23559

Federal HUBZone #54823

Small Business 8(a) Participant

Small Business Enterprise

UEI #DP31KANLHAT1

CAGE Code: 66N60

TIN: 26-2941288

General Firm History/Qualifications

FIRM HISTORY AND SERVICES PROVIDED

SAMES is a minority owned company established in 2008 by Samuel and Saul Maldonado, two brothers with a desire to provide quality professional services and promote infrastructure development within the local communities. Although originally established as a professional engineering and surveying firm, to better serve our clients, SAMES expanded in 2010 and began providing general construction and construction management services. In 2013 Samuel and Saul opted to expand once more and added federal government contracting as another strategy for business growth. Today, SAMES proudly serves local governments, state, federal, and private/commercial clients from any one of our four (4) office locations: McAllen, Tx; Harlingen, TX; Santa Fe, NM; and, Los Alamos, NM. SAMES is headquartered in McAllen, Texas.

SAMES is registered and in good standing with **the Texas Board of Professional Engineers and Land Surveyors**. We are a certified **Disadvantaged Business Enterprise (DBE)** and a **State of Texas Historically Underutilized Business (HUB)** with federal certifications from the **U.S. Small Business Administration's 8(a)** and **HUBZone programs.**

SAMES provides a complete range of professional services, including planning, design, financial analysis, project management, preparation of PS&E (plans, specifications and estimates), permitting, feasibility studies, environmental evaluations, construction management & inspections, contract administration and construction close-out. We have a fully staffed survey and CAD department and are pre-certified with the Texas Department of Transportation for the following standard work categories:

- *Route Studies & Schematic Design*
- *Roadway Design*
- *Bridge Design*
- *Bridge & Non-Bridge Class Culvert and Inlet Design*
- *Signing, Pavement Marking & Channelization*
- *Hydrologic Studies*
- *Roadway Hydraulic Design*
- *Roadway Construction Management & Inspection*
- *Bridge Construction Management & Inspection*
- *Environmental Inspections*
- *Right of Way Surveys*
- *Design Survey*
- *Construction Survey*
- *Horizontal & Vertical Control*
- *Civil Engineering*
- *Utility Engineering Investigation*
- *Utility Adjustment Coordination*

Services Provided In-House

Engineering & Design

- Civil Engineering
- Project Management & Consulting
- Construction Engineering Inspections
- Environmental Compliance

Construction

- General Contractor Services
- Construction Management
- Commercial & Institutional
- Highway & Heavy Civil

Development & Planning

- Subdivision Platting
- Feasibility Studies

Land Surveying

- Boundary & Topographic
- ALTA Surveys
- Aerial Mapping & LiDAR (drone)
- Aerial Photography (drone)
- Utility & Right-of-Way Mapping
- Construction Staking

As a direct result of our firm's experience and team qualifications, SAMES has completed numerous engineering, surveying, and project management contracts that have included design, development, and construction of municipal projects. The projects noted below are just a few of the major local contracts relevant to this requirement that we have completed since our inception in 2008.

- *City of San Juan 2019 CDBG Street Improvements*
- *City of San Juan 2020 CDBG Street Improvements*
- *City of Donna 2020 CDBG Street Improvements*
- *City of McAllen Ware Road Utility Relocation Project (TxDOT On-System)*
- *City of McAllen BOND Drainage Utility Fee Projects (Blueline Ditch Drainage, Gardenia Drainage)*
- *City of McAllen Trade Zone Stormwater Pump Station*
- *City of Roma CDBG Street Improvements*
- *City of Rio Grande City Water and Sewer Improvements*
- *City of La Joya 2021 CDBG Street Improvements*
- *City of Pharr Sam Houston Boulevard Widening Project (TxDOT Off-System)*
- *City of Pharr Port of Entry Northbound Lanes Expansion Project*
- *City of Pharr TxGLO Downtown Drainage Improvements Project*
- *City of Edinburg 2018 BOND Project – Schunior Road Detention Pond Project*
- *City of Donna Planning and Zoning Division – TA Program Sidewalk and ADA Ramps*
- *City of Donna Hutto Road Drainage Improvements*
- *City of Palmview South La Homa Road and Drainage Improvements*
- *City of Peñitas Espanola Heights Subdivision Paving and Drainage Improvements*
- *Hidalgo County FEMA DR-4245 Roadway Reconstruction Project*
- *Hidalgo County BCAP Rnd. III Road and Drainage Improvements*
- *Hidalgo County TxGLO Flood and Drainage Improvements – Delta Area Connector/East Lateral Colonia Infrastructure I – Bernal Heights #1, #2 and Bar #3*
- *Hidalgo County Pct. 1 Construction Engineering Inspections for Mile 6 W Road Project*
- *Hidalgo County Roadway Reconstruction of Mile 11 and Mile 14-1/2*
- *Starr County Athens Road Improvements*
- *Starr County TxGLO-DR Rnd. II Paving and Drainage Improvements*
- *City of Escobares CDBG Water, Lighting and Roadway Improvements*
- *City of Escobares CDBG Street Improvements and Municipal Park Project*

PROJECT TEAM AND STAFFING

The SAMES team is led by firm principals, Samuel D. Maldonado and Saul D. Maldonado, and includes licensed/registered professionals, trained/certified technicians, and experienced administrative support staff. Our professional staff consists of:

- **Seven (7) State of Texas Licensed Engineers**
- **Two (2) State of Texas Registered Professional Land Surveyors**
- **One (1) Project Management Professional**
- **One (1) Certified Floodplain Manager**
- **Two (2) Engineers-In-Training**
- **One (1) Surveyor-In-Training**
- **Sixteen (16) Graduate/Field Engineers**

The City of San Juan will be facilitated by a strong team of professionals and experts in preliminary and final engineering design, project management, regulatory compliance, quality assurance/quality control measures and construction management. Our team has developed key relationships with experienced and qualified subconsultants to provide specialized services and can provide complete coverage of the project scope of work.

The following are **resumes** for key personnel that may be managing the City of San Juan's projects:

- Jessica Maldonado, PE, PMP, CFM
- Nadia Lopez, PE
- Mario Garcia, PE
- Aldo Garcia, PE
- Ricardo A Leal, EIT
- Samuel D. Maldonado, PE, RPLS

Jessica M. Maldonado, PE, PMP

Vice President of Professional Services & Senior Project Manager

Education:

- Master of Business Administration, University of Texas Rio Grande Valley (2018)
- Bachelor of Science in Civil Engineering, Texas A&M University – College Station (2005)

Registrations and Certifications:

- Professional Engineer, Texas No. 111579
- Project Management Professional, Texas No. 2077158
- Certified Floodplain Manager, ASFPM No. 3995-21N
- Certification of Managing and Administrating Government Contracts

Jessica M. Maldonado, PE, PMP, CFM, Senior Project Manager is a Licensed Professional Engineer, Certified Project Management Professional, and Certified Floodplain Manager with over 15 years of experience in municipal civil engineering, public works construction and project management of multi-disciplined projects. She provides engineering design and management throughout project phases and has provided complete lead engineering encompassing civil design, site surveying, and construction phase improvements to various projects in Hidalgo County. Much of Mrs. Maldonado's career has been associated with the design, contract administration and construction management of disaster recovery roadway and

storm sewer improvement projects. She is proficient in the preparation of documents required for government funded projects and has ensured funding compliance for over 16 GLO funded projects across South Texas. She prepared and/or oversaw the completion and submission of all required submittals and progress reports to the Texas General Land Office (GLO) and ensured compliance with the TxGLO's standards and requirements. Mrs. Maldonado has also provided project management and contract administration services for FEMA funded roadway improvements and housing inspections required by FEMA in the wake of Hurricane Harvey. Mrs. Maldonado serves as Vice President for the Department of Professional Services and manages a staff of approximately 50 professionals, technicians, and administrative support staff.

Relevant Project Experience:

Hidalgo County Pct. 1 TxGLO Flood and Drainage Improvements – Hidalgo County, Texas

- Provided contract administration services and oversaw the design and construction of a new storm drain network, consisting of over 4,000 LF of 36-inch and 48-inch steel polymer coated storm pipe and a 1,250 linear foot long by 130-foot-wide ditch excavation.
- Obtained all required permits, prepared, and submitted all funding reports and provided quality assurance during construction.
- Coordinated with the General Land Office to ensure compliance with program funding requirements.

Hidalgo County FEMA Roadway Reconstruction Project – Hidalgo County, Texas

- Oversaw the design and construction of road and drainage improvements to various streets within Hidalgo County Precinct No. 1.
- Provided contract administration services and coordinated with the County to ensure FEMA funding compliance.

Ware Road Utility Relocation Project (TxDOT CSJ: 2094-01-038 Roadway Expansion)–McAllen, Texas

- Oversaw the design and provided project management of the PS&E utility relocation package which included the waterline and sanitary sewer line improvements.
- Assisted McAllen Public Utility (MPU) with compensable utility support documentation required for the Advance Funding Agreement and Standard Utility Agreement
- Provided project estimates and review submittals for TxDOT and MPU to review and approve.
- Oversaw the preparation of construction approved plans and specifications in accordance with TxDOT standards and MPU requirements.
- Performed TxDOT utility coordination to avoid conflicts during construction and provided responses to all contractor requests for information.
- Prepared final as-built drawings and submitted to MPU and TxDOT

Hidalgo County BCAP Fresno Street Roadway & Drainage Improvements – San Juan, Texas

- Provided engineering design, contract administration and construction management for this road and drainage improvement project funded by TxDOT's Border Colonia Access Program
- Prepared all required forms and reports and ensured compliance with TxDOT program regulations.
- Oversaw the survey and CAD departments, providing direction and management when needed.

Hidalgo County Pct. 2 BCAP Rnd III Road and Drainage Improvements – Hidalgo County, Texas

- Provided design and contract administration for road and drainage improvements to two (2) subdivisions.

- Project was funded by TxDOT's Border Colonia Access Program Third Call of Proposition Three funding and so improvements were developed in accordance with TxDOT design standards, guidelines and regulations.

Hidalgo County TxGLO 2015 Floods Grant Stormwater Relief Project Ph. II – Alamo & Edinburg, Texas

- Provided contract administration and construction management services for the design and installation of a new storm sewer system that included drainage swales, roadside ditches, inlets, and pipe networks ultimately flowing into an existing drainage ditch owned by Hidalgo County Drainage District #1
- Prepared and submitted grant application and obtained all required permits.
- Coordinated with the GLO and County to ensure funding and schedule compliance during design and construction.

TxGLO Downtown Drainage Improvements Project – Pharr, Texas

- Provided design and construction administration for installation of a 2.5-mile storm collection system in downtown Pharr.
- Obtained all required permits (UPRR utility encroachment, TxDOT utility crossing, HCDD #1 discharge permit)
- Reviewed and submitted payroll logs, contractor invoicing and all documentation required for funding compliance.

Hidalgo County Regional Mobility Authority (HCRMA) Surveying Services IBTC 0010 HCRMA

- Provided project management services for the topographic surveying and right-of-way mapping of FM 493 in Donna, Texas, which included approximately 105 parcel plats with metes and bounds descriptions.

Sam Houston Boulevard Widening – Pharr, Texas

- Provided design management for the roadway and drainage improvements, as well as the adjustment of waterline and sanitary sewer lines.
- Completed the environmental study for TxDOT funding regulations.

Hidalgo County Paving and Drainage Improvements to Mile 14½ - Hidalgo County, Texas

- Provided design, project management and contract administration services for the reconstruction of appx. 2 miles of roadwork along Mile 14½ Road.
- Primary point of contact for Hidalgo County.

Kleberg County CDBG Water and Sewer Improvements – Kleberg County, Texas

- Provided design and construction management for the installation of 9,400 LF of waterline, water services, fire hydrants and gravity sewer collection system.
- Coordinated with Texas CDBG and TxDOT to ensure compliance with their funding and permitting regulations.
- Prepared a financial/budget analysis of the project for Kleberg County authorities.

Duval County CDBG Water and Sewer Improvements – Duval County, Texas

- Provided design and construction management for the installation of 14,000 LF of waterline and 1,800 LF of sanitary sewer line, which included services, fire hydrants, and yard service lines.
- Coordinated with Texas CDBG and TxDOT to ensure compliance with funding and permitting regulations.

Nadia M. Lopez, PE
Project Manager

Education:

- Bachelor of Science in Civil Engineer, University of Texas San Antonio (2005)

Registrations:

- Professional Engineer, Texas No. 111683

Nadia M. Lopez, PE, Project Manager is a Licensed Professional Engineer with 15 years of experience in civil design projects related to both public and private sectors. Ms. Lopez has supervised the design and construction of Public Roadway and Drainage Improvements, Sanitary Sewer Collection Systems, Water Distribution Systems, Single-Family and Multi-Family Subdivision Developments, and Commercial Developments. Her management experience includes leading Engineers-In-Training, Graduate Engineers, and technical design staff in all aspects of the planning and design of a project to the preparation of plat and/or construction documents required for permitting, and eventual construction.

Relevant Project Experience:

City of San Juan 2020 Street Improvements Project – City of San Juan, Texas

- Provided design of 0.77-miles of mill and overlay of four local residential streets.
- Coordinated with City and existing utility owners to eliminate utility conflicts and ensure compliance with all regulations.

FM 1103 / Cibolo Valley Dr. / Main St. Intersection Roadway Improvements Project – Cibolo, Texas

- Provided design and construction administration assistance for the 0.5-mile widening of FM 1103 / Cibolo Valley Dr. and Main St. intersection from a 3-lane roadway to a 5-lane roadway, including storm sewer and channel drainage improvements, relocation of existing wet and dry utilities, and right-of-way acquisition.
- Coordinated with City and TxDOT during planning to implement a phased construction approach to maintain traffic flow and reduce congestion. Coordinated with existing utility owners to minimize utility conflicts and ensure compliance with all regulations.

Borgfeld Rd. Street, Drainage, & Traffic Signal Improvements Project – Cibolo, Texas

- Provided design and construction administration assistance for the 0.7-mile widening of a collector street (Borgfeld Rd.) from a 2-lane roadway to a 5-lane roadway, including sidewalk, storm sewer and channel drainage improvements, relocation of a 12" water main and dry utilities, including right-of-way acquisition.
- Coordinated with City during planning to implement a phased construction approach to maintain traffic flow and reduce congestion within the area. Coordinated with existing utility owners to minimize utility conflicts and ensure compliance with all regulations

Reconstruction of Live Oak St. Project – Pleasanton, Texas

- Provided design of a 0.23-mile local residential street (Live Oak St.) for the purpose of improving street drainage
- Coordinated with City and existing utility owners to reduce utility conflicts.

Main Street Sidewalk Improvements Project – Cibolo, Texas

- Provided design and construction administration assistance for the removal and installation of 685 L.F. of sidewalk along existing businesses on Main St., including a railroad crossing and design of ADA compliant ramps and routes.
- Coordinated with City and surrounding businesses to reduce construction impact during business hours. Coordinated with UPRR for railroad crossing permit.

TxCDBG Water and Wastewater Improvements – Various Grant Projects within Medina County, Texas

- 2017-2018 Water System Improvements – City of Hondo, Texas
  Replacement of ±2,000 L.F. of existing 6" and 8" water mains and appurtenances throughout various local streets
- 2013-2014 Wastewater System Improvements – City of Hondo, Texas
  Replacement of ±2,190 L.F. of existing 8" sewer mains by pipe-bursting, including manholes and services throughout various local streets
- H2014-2015 Water System Improvements – City of Hondo, Texas
  Replacement of ±2,500 L.F. of existing 8" water mains and appurtenances throughout various local streets
- 2013-2014 Wastewater System Improvements – City of La Coste, Texas
  Replacement of ±1,980 L.F. of existing 6" sewer mains by pipe-bursting, including manholes and services throughout various local streets
- 2017-2018 Wastewater System Improvements – City of La Coste, Texas
  Replacement of ±1,790 L.F. of existing 6" sewer mains by pipe-bursting, including manholes and services throughout various local streets

Mario A Garcia, PE
Project Manager

Education:

- Bachelor of Science in Civil Engineering, University of Texas Pan-American (2015)

Registrations and Certifications:

- Professional Engineer, Texas No. 137503

Mario A. Garcia, PE, Project Manager is Licensed Professional Engineer with 7 years of experience working in the civil engineering field. He has extensive experience in conducting feasibility studies and managing projects for multi-family and commercial developments for private and public clients. Mr. Garcia has also managed the preparation of construction documents and construction administration for land and site development projects specifically focusing on platting, paving, drainage, and sanitary and water improvements. Additionally, he has demonstrated experience in the design and project management of street improvements and restoration projects. Mr. Garcia manages civil engineering projects from proposal submittal to construction-closeout. He leads proposed design and works with the client to ensure their project is designed and constructed as requested. Mr. Garcia prioritizes his team's workload and schedules work activities as needed to ensure budget and project milestones are met. He directs team production and provides quality assurance / quality control measures through interim and final review of project plans, specifications, and estimates.

Relevant Project Experience:

Versailles Estates Subdivision - McAllen, TX

- Provided project management and pipeline design for 270 LF of 12" & 1,150 LF of 8" PVC C-900 Waterline – Open Trench
- Water design included thirty-six (36) water services, two (2) fire hydrant assemblies, and two (2) 2" temporary flush valve assemblies.
- Provided project management and pipeline design for 1,100 LF of 8" PVC SDR-26 Sewer Line – Open Trench
- Sanitary sewer design included thirty-six (36) sanitary sewer services with three (3) fiberglass manholes

Victory Landing Subdivision – McAllen, TX

- Provided project management and pipeline design for 250 LF of 12" & 1,230 LF of 8" PVC C-900 Waterline – Open Trench
- Water design included twenty (20) water services, three (3) fire hydrant assemblies, and two (2) 2" temporary flush valve assemblies.
- Provided project management and pipeline design for 1,165LF of 8" PVC SDR-26 Sewer Line – Open Trench
- Sanitary sewer design included twenty (20) sanitary sewer services with four (4) fiberglass manholes.

ACME Square Subdivision – Pharr, TX

- Provided project management and pipeline design for 3,578 LF of 8" PVC C-900 Waterline – Open Trench
- Water design included forty-seven (47) water services, eight (8) fire hydrant assemblies, and one (1) 2" temporary flush valve assemblies.
- Provided project management and pipeline design for 2,890 LF of 10" PVC SDR-26 Sewer Line – Open Trench
- Sanitary sewer design included forty-seven (47) sanitary sewer services with eleven (11) fiberglass manholes.

2021/2022 La Joya CDBG Street Improvements – La Joya, TX

- Managed the production of 2,000 linear feet of required street improvements from Schematic Design through Construction Documents
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.
- Verified Submittals, Requests for Information, Pay Applications from Contractor for final recommendation.
- Conducted site visits, inspections of existing conditions, and documentation of any defects that may be improved with CDBG funds

2021/2022 San Juan CDBG Street Improvements – San Juan, TX

- Managed the production of seven (7) streets requiring street improvements from Schematic Design through Construction Documents
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.
- Verified Submittals, Requests for Information, Pay Applications from Contractor for final recommendation.
- Conducted site visits, inspections of existing conditions, and documentation of any defects that may be improved with CDBG funds

City of Rio Grande City Street Improvements Project – Rio Grande City, TX

- Manage the production of two (2) streets with a total of 2,800 linear feet requiring street reconstruction improvements from Schematic Design through Construction Documents
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.

City of Escobares CDBG Street Improvements Project – Escobares, TX

- Construction Phase – 0% Complete
- Manage the production of three (3) streets requiring street improvements from Schematic Design through Construction Documents
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.

City of Roma Street Improvements Project – Roma, TX

- Manage the production of two (2) streets with a total of 1,100 linear feet requiring street reconstruction improvements from Schematic Design through Construction Documents
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.

Aldo Garcia, PE
Project Manager

Education:

- Bachelor of Science in Civil Engineering, Purdue University (2017)

Registrations and Certifications:

- Professional Engineer, Texas No. 146366

Relevant Project Experience:

Mid Valley International Industrial Park Subdivision – Weslaco, Texas

- Project scope included subdivision platting and engineering design for a 146-acre industrial park.
- Design of public utilities and infrastructure in accordance with City of Weslaco, County of Hidalgo, and TxDOT standards and requirements
- Coordination with TxDOT on driveway permits and utility installation requests.
- Design of storm sewer management systems using hydraulic modeling and calculations in accordance with Hidalgo County Drainage District #1 standards and requirements
- Design of wastewater pump station as per Texas Commission on Environmental Quality standards and guidelines
- Coordinated with subconsultants and applicable regulatory/approving entities.
- Analyzed value engineering options of subdivision design to meet project budget.
- Led team in production of construction plans, specifications, and construction cost estimate.
- Prepared bid documents and assisted with the competitive sealed bidding process.

Heights on Wisconsin Phase III – Edinburg, Texas

- Project scope included the platting and engineering design for an 18-acre 82-lot single family residential subdivision.
- Design of public utilities and infrastructure in accordance with City of Edinburg, County of Hidalgo, and North Alamo Water Supply Corp. standards and requirements

- Design of wastewater pump station as per Texas Commission on Environmental Quality standards and guidelines

Rio Grande US Customs and Border Patrol Station: Sanitary Sewer Improvements – La Grulla, Texas

- Project scope included evaluation and replacement of the existing sanitary septic system with a new centralized gravity sewer collections system and pump station.
- Analyzed existing sanitary sewer system and utilities based on field data and as-built drawings.
- Prepared detailed construction plans and specifications for construction of the project.
- Calculated anticipated wastewater flow rates and sized collection system accordingly.
- Sized lift station pumps, motors, and force main discharge as per TCEQ standards
- Coordination with TxDOT for installation of force main piping through TxDOT Right-of-Way
- Performed and supervised testing of installed gravity piping, structures, and force main piping

Brownsville ISD Hanna ECHS: Track & Field Improvements – Brownsville, Texas

- Project scope included designing a new running track/footfall field to comply with University Interscholastic League standards.
- Evaluated existing conditions to determine limits of demolition and construction.
- Designed synthetic running track in compliance with UIL standards.
- Designed storm water drainage system using rational method.
- Designed football/soccer field in compliance with UIL standards.
- Produced detailed construction plans, specifications, and construction cost estimate in preparation for project bidding.
- Performed construction administrative tasks such as periodic site visits, verification of contractor submitted pay applications, review of contractor submittals.
- Conducted final walkthrough and provided punch list for deficiencies.
- Provided as-built construction drawings to Brownsville ISD

Ricardo A Leal, EIT
Construction Manager

Education:

- Bachelor of Science in Civil Engineering. Texas A&M University – College Station (2012)

Registrations and Certifications:

- Certified Engineer in Training, Texas No. 58464
- Certified Green Belt in Lean Six Sigma, AB-InBev
- TxDOT Local Government Project Procedures Certified #58229
- TxDOT Environmental Procedures for Local Government #ENV429
- Construction Quality Management Certificate – USACE

Ricardo A. Leal, EIT, Construction Manager is State of Texas certified Engineer-in-Training with experience in Civil Design, Construction Management, and Inspections as well as Field Operations and Execution. Mr. Leal's experience with the federal government includes serving as a construction manager and construction inspector for FEMA funded home inspections and Tick Radio Shelter Installations. He has also managed the completion of several construction projects for Hidalgo County and multiple subdivision projects for commercial investors and clients. His project experience ranges from subdivision design and coordination to managing a daily water plant operation for United States Department of Agriculture. His most recently

completed management projects include construction for the widening of Mile 6 West for Hidalgo County Precinct No. 1 and the completion of a county-wide street inventory project for Hidalgo County.

Relevant Project Experience:

Professional Engineering Services for Inspection, Material Testing and Construction Management for the Mile 6 W Road Project CSJ No. 0921-02-420 - Weslaco, Texas

- Oversaw and managed the construction of approximately 2 miles of a 5-lane roadway project that extended the ultimate street cross section north from its current point.
- Managed the scope, schedule, cost and overall quality for the construction and post-construction phases of the project.
- Supervised all field personnel and documented their daily progress through the Daily Raken report system, as well as prepared and submitted weekly summary reports of construction progress.
- Managed the document control system (Owner-Onsite) by ensuring proper filing of construction phase documents.
- Addressed all contractor requests for information and verified accuracy of contractor payment requests

County Wide Street Inventory Project – Hidalgo County, Texas

- Managing the assessment of approximately 2,000 miles of county roads
- Overseeing the collection of raw data from county roads and the inputting of said data into various databases and asset management software.
- Processing the data to prepare graphs, tables, charts, and Geographic Information System (GIS) files/maps.
- Performing quality control inspections on subdivisions within the project area utilizing the same assessment procedures as in the county roads.

Pantex Roads Refurbishment Project – Amarillo, Texas

- Provided project management and coordination services for the topographic surveying required before commencement of construction to improve various roads at the plant.

Roadway Reconstruction, Mile 11, and Mile 14½ - Weslaco, Texas

- Provided design for a new storm drain system of approximately 4,000 LF of 18-inch diameter reinforced concrete pipe including manholes, culverts, safety end treatments and driveway repairs.
- Coordinated with the County, local communities and exiting utility owners for the redesign and relocation of water and sewer utilities.
- Prepared a comprehensive traffic control plan to ensure no traffic conflicts during construction.

FEMA DR-4245 Road and Drainage Improvements (Las Nubes, Old River Road, Marlen Lott Road) – Hidalgo County, Texas

- Provided design for this FEMA funded project consisting of approximately 22,000 square yards of road improvements and 12,000 linear feet of roadside ditch regarding.
- Prepared and implemented a comprehensive traffic control plan.

FEMA Home Inspections – GLO General Program Services related to Disaster Recovery and Response (subcontracted by Witt O'Brien's, LLC) – Houston, Texas and surrounding areas

- Provided initial, interim, and final home construction inspection services in accordance with FEMA fact sheet DR-4332 Texas Permanent Housing Construction (PHC) repair and FEMA DR-4332 Direct Housing PHC Checklist.
- Performed visual inspections, photographic documentation, preparation of scoping reports and cost estimates – executed and submitted all required forms.
- Performed Mobile Housing Unit site assessments, surveys, construction completion inspections and occupancy inspections.
- Coordinated the schedule and work required with Witt O'Brien's, LLC. staff and GLO personnel.

Military Road F.M. 1427 Waterline Adjustment – Peñitas, Texas

- Provided design for 8,000 LF of 12" waterline, including connections, casing, and borings.
- Coordinated with TxDOT, Hidalgo County Drainage District #1, and private firms to ensure no conflicts during construction.

Agua SUD La Homa Road Waterline Adjustment Project – Palmview, Texas

- Provided design for approximately 7,800 LF of new waterline including all required appurtenances, casing (by open-cut and bore), water service adjustments and connections to the district's existing water distribution system.
- Coordinated with Agua's Executive Director and Maintenance Supervisor to provide an efficient design for field operations.
- Provided construction management utility coordination to avoid conflict with existing utilities.

City of Palmhurst Conway Crossing – Palmhurst, Texas

- Provided project management and design of all public improvements including storm sewer system, water, wastewater, and roadways for the 21-acre commercial development.
- Coordinated the subdivision process with the City of Palmhurst

Mama Chedes Cold Storage Facility – McAllen, Texas

- Provided design and project management for this cold storage project which consisted of the extension of 3,400 LF of 12" waterline, and the extension of 2,000 LF of 12" sanitary sewer line.
- Coordinated with McAllen Public Utilities to comply with their construction permitting regulations and financial assistance requirements.

USDA APHIS Management of Water Treatment Plant Operation at Moore Air Base – Edinburg, Texas

- Provided project management for the daily operation of the water plant which included staffing, testing, and reporting.
- Incorporated new Preventative Maintenance procedures to maximize plant productivity.

Samuel D. Maldonado, PE, RPLS

Project Surveyor

Education:

- Master of Business Administration, University of Texas – Rio Grande Valley (2017)
- Bachelor of Science in Civil Engineering, Texas A&M – Kingsville (1997)

Registrations and Certifications:

- Professional Engineer, Texas No. 91889
- Registered Professional Land Surveyor, Texas No. 6027

Samuel D. Maldonado, PE, RPLS, Principal in Charge is a Licensed Professional Engineer, a Registered Professional Land Surveyor, and experienced Construction Manager with over 20 years of experience. Mr. Maldonado's experience includes project management and professional administrative service with respect to scheduling, cost analysis, budget management, and overall contract support on all projects. He manages the design and construction of Capital Improvements Infrastructure Projects, Municipal Sanitary Sewer Collection Systems, Water Distribution Systems, Road Improvements, Drainage Systems, and vertical construction projects such as office buildings and facilities. Mr. Maldonado's management experience includes federal, state, county, city, and school district projects.

Relevant Project Experience:

HCDD #1 2018 Bond Referendum Project No. 13 – Hidalgo Drain – McAllen, Texas

- Provided project management and surveying services for this bond funded project involving the widening of an existing ditch to increase linear detention and positive flow to the outfall at the IBWC Floodway.
- Design included the upgrade of existing culvert structures, cleaning and regrading while surveying services included topographical surveying and parcel mapping.
- Oversaw the planning, development, surveying, geotechnical services, and hydraulics and hydrology design services prior to preparation of the plans, specifications and cost estimates for construction.

2018 Bond Project Schunior Regional Detention Pond – Edinburg, Texas

- Provided project management services for the design of a new lateral detention system (appx. 900 acres).
- Oversaw the preparation of a detailed study and finalized the hydrologic and hydraulics engineering for design requirements including modeling of system utilities which included conveyance design of 10 and 25-year options while detention volumes included 25 and 50-year options.

Escobares TxGLO Flood and Drainage Improvements – Roma, Texas

- Provided topographical surveying, grant application assistance, hydrology analysis & hydraulic engineering design, and project management services for the design and installation of a new storm drain system funded by the Texas General Land Office's Disaster Recovery Program.
- Coordinated all parties involved including the City, County, existing utility providers and construction contractors.
- Served as the primary point of contact for the GLO's grant coordinator and oversaw the preparation of all required funding compliance reports.

New Hidalgo County Courthouse – Edinburg, Texas

- Provided surveying services specific to the construction staking of utilities, drainage and site infrastructure.
- Provided project benchmarks, established construction staking of building corners, building piers, water and sewer lines, storm drain lines and other utility improvements.
- Surveying services were provided in multiple phases to allow for minimum disturbance to ongoing construction work.

Edinburg Hospital ALTA Survey – Edinburg, Texas

- Provided topographic surveying services and subsurface utility locates of the 40-acre site to provide accurate field date for the proposed design of a new hospital tower.
- Topographic survey included existing site parking lots, sidewalks, curb and gutter, building, landscaping, HVAC systems, irrigation systems, island, building canopies, drainage ditch flowlines and natural ground elevations.
- Coordinated with private utility providers, hospital engineering department and city utility departments to obtain the most accurate utility field information.

Ware Road Utility Relocation Project – McAllen, Texas

- Provided subsurface utility exploration services, topographical surveying, aerial surveying, right-of-way mapping and engineering design services for the expansion of appx. 2 miles of road.
  Surveyed all-natural ground, existing utilities, existing infrastructure, manholes, roadway, curbs, storm sewer system, property corners/boundaries, monuments and benchmarks.
- Coordinated with existing utility owners and utilized SUE data and survey maps for the relocation design of existing utilities that needed to be moved due to the widening of the road.

Hidalgo County Regional Mobility Authority Surveying Services – Hidalgo County, Texas

- Provided boundary surveying services for multiple parcel plats located throughout the County, including abstracting and plotting, setting of control monuments and establishment of benchmarks, prepared parcel plats with metes and bounds description.
- Topographic survey and right-of-way map for FM 493 in Donna, Texas which included appx. 105 parcel plats with metes and bounds description.

Port of Brownville SH 48 Utility Corridor Boundary Survey – Brownsville, Texas

- Provided boundary surveying services for a 7.5-mile easement corridor along State Highway 48, the contract was later amended to include an additional 1.5 miles to the scope of work.
- Survey included control panels for aerial flight, the setting of control monuments and iron rods, and a descriptive exhibit of the metes and bounds for the project area.
- Coordinated with utility companies, the Port of Brownsville and TxDOT during performance of the surveys.

Arroyo Colorado Trail Extension Phase I – Harlingen, Texas

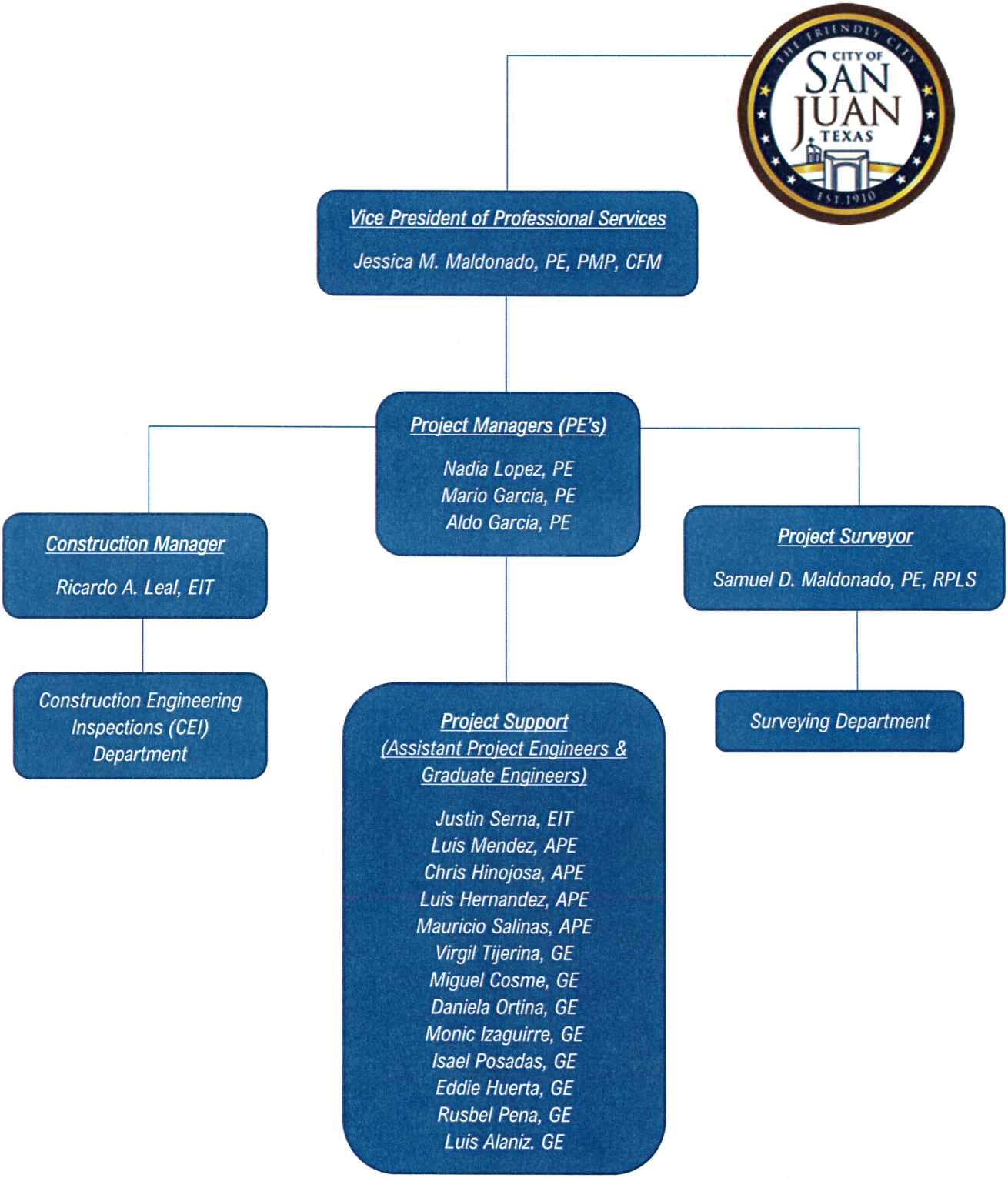
- Provided field surveying services for construction of a 10-foot multipurpose trail beginning under the I-69 West Overpass then continuing west to Dixieland Park.
- Surveying services included collecting elevations at 50-ft. intervals at a 50-ft. width along the proposed trail alignment, plus 3 crossings identified to include water top and flowline.
- Provided an original Plan View sealed plat and AutoCAD DWG file of a detailed topographic survey of the area and of a decent size gorge to determine overall depth of the trail.

Sam Houston Boulevard Widening – Pharr, Texas

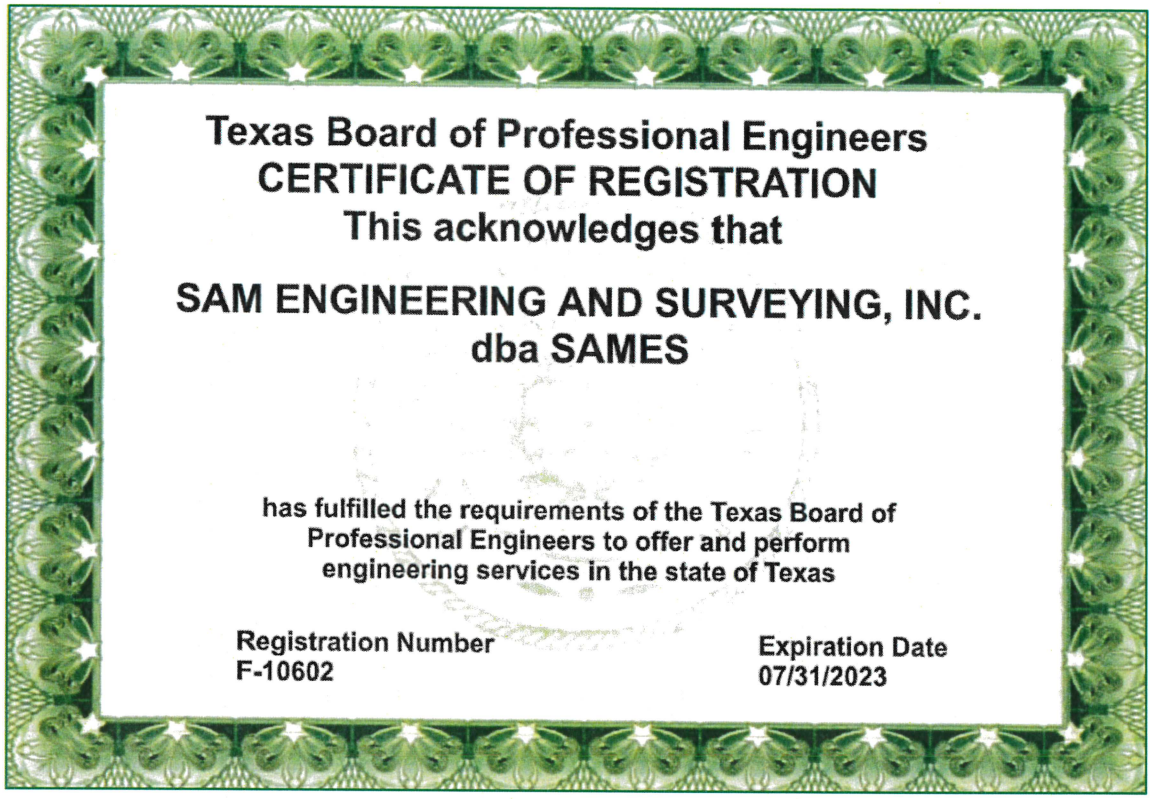
- Provided subsurface utility exploration and surveying services of all existing utilities including waterlines, sanitary sewer lines, storm drains, electrical underground cable, pressure gas pipelines, and telecommunications cables.
- Prepared Right-of-Way Maps as required by TxDOT for the acquisition of 25 parcels.
- Prepared easement parcel plats by conducting a thorough investigation of the properties and obtaining title reports of all property owners fronting the roadway.
- Utilized SUE and survey maps for the realignment design of existing utilities that needed to be moved due to the widening of the road.

Team Organizational Chart

Below please find an organizational chart of the SAMES team.



Licenses and Certifications



Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that

SAM ENGINEERING AND SURVEYING, INC.
dba SAMES

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas

Registration Number
F-10602

Expiration Date
07/31/2023

Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

SAMES, INC.

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform surveying services in the state of Texas.

Registration Number
10141600

Expiration Date
12/31/2023

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **91889**
Status: **ACTIVE**
Expires: **3/31/2023**

SAMUEL DAVID MALDONADO

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **111579**
Status: **ACTIVE**
Expires: **3/31/2023**

JESSICA MARIE MALDONADO

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **111683**
Status: **ACTIVE**
Expires: **3/31/2022**

NADIA MELISSA LOPEZ
Texas Licensed Professional Engineer

Signature

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **137503**
Status: **ACTIVE**
Expires: **12/31/2023**

MARIO ALBERTO GARCIA
Texas Licensed Professional Engineer

Signature

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **146366**
Status: **ACTIVE**
Expires: **9/30/2023**

ALDO IVAN GARCIA
Texas Licensed Professional Engineer

Signature

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **6027**
Status: **REGISTERED**
Expires: **12/31/2023**

SAMUEL DAVID MALDONADO
Texas Registered Professional Land Surveyor

Signature

SAMES has been certified as a professional engineering firm in the State of Texas since 2008.

SAM ENGINEERING AND SURVEYING, INC. (DBA: SAMES)
Firm# 10602

Status
ACTIVE
Certified
07-18-2008
Expires
07-31-2023
Phone
956-702-8880
Address
200 S. 10th Street, Suite 1500 McAllen TX 78501

Financial and Legal Status

List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to work performed.

None.

List all litigation against or involving the firm or its agents or employees with respect to any work performed.

SAMES has been named in two litigations in the last twenty (20) years. The first involved a county drainage project where the property owner opposed the county approved engineering design for diverting storm water adjacent to his property. This litigation has since been resolved and SAMES, Inc. was not found liable or at fault. The second is a city litigation for poor workmanship against the contractor of record. As is the case with most litigation, all parties involved are served and SAMES was the engineer of record.

SAMES has not filed any lawsuits or requested arbitration with respect to our clients or the projects we have worked on.

All insurance coverage that the firm has which would be applicable to the work.

SAMES carries Professional Liability Insurance in the amount of $3,000,000, Commercial General Liability, Automobile Liability, Umbrella Liability, Worker's Compensation, and meets all County/State insurance requirements.

Evidence of our current insurance coverage is provided for further review in the next page.

ACORD Form 25

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2022

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

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

PRODUCER	CONTACT NAME: Tina Caldwell
AssuredPartners of Texas, LLC/Baldwin Cox Agency	PHONE (A/C, No, Ext): (972) 644-2688 FAX (A/C, No):
500 N Central Expy Ste 550	E-MAIL ADDRESS: tina.caldwell@assuredpartners.com
Plano TX 75074-6742	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Burlington Insurance Company	23620
INSURER B:	Mercury Insurance Group	29394
INSURER C:	Starstone National Ins. Co.	25496
INSURER D:	Texas Mutual Insurance Co	22945
INSURER E:	Lexington Insurance Company	19437
INSURER F:	North River Insurance Company	21105

INSURED
SAMES, Inc., DBA: Sam Engineering & Surveying
200 S. 10th Street
Suite 1500
McAllen TX 78501

COVERAGES **CERTIFICATE NUMBER:** CL2293021631 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Blkt AI & WOS/ per contract [X] Blkt PrimNonContributory/Contract GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			674BIG05298-02	10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Policy Aggregate	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA420000017320	06/26/2022	06/26/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C/F	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			8744SX211ALII5228115552	10/01/2022	10/01/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 9,000,000 $ 9,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001273721	08/05/2022	08/05/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			031565508	10/01/2022	10/01/2023	Each Claim Aggregate Deductible per claim	$3,000,000 $3,000,000 $50,000

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

The general liability and auto liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The general liability and auto policy contains a special endorsement with "primary and non-contributory" wording.The general liability, auto liability, professional liability & worker's compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

City of San Juan
709 S. Nebraska Avenue
San Juan TX 78589-2649

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brady KGo

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Experience and References

EXPERIENCE WORKING WITH GOVERNMENT AGENCIES

SAMES is a trusted partner for a wide variety of clients, including federal and state agencies, counties, and municipalities. Many of the projects completed for these clients have involved capital infrastructure improvements funded by multiple state or federal agencies and programs. Some of the agencies SAMES has worked with include the **Texas General Land Office, Texas Water Development Board, Federal Emergency Management Agency (FEMA), Environmental Protection Agency, Texas Department of Transportation (TxDOT), United States Department of Agriculture (USDA), Economic Development Agency (EDA), North American Development Bank,** and programs such as the **Community Development Block Grant (CDBG) program and the US Urban County Program (UCP)**. Working with these agencies has presented our professionals with the valuable insight and requisite knowledge of multiple agency's regulations, statues, policies, procedures, funding and regulatory compliance requirements.

Through this experience SAMES obtained an intricate understanding of the multiple permit processes required by state and federal agencies pertinent to the completion of project deliverables. This has prepared us to identify critical issues and devise solutions within tight schedules. Additionally, we have developed and expanded our experience in the preparation of funding/grant applications, and the submission of monthly status reports, weekly certified payroll reports and other documents and tables required by such programs to remain within strict funding compliance.

REPRESENTATIVE MUNICIPAL AND GOVERNMENT PROJECTS

SAMES has completed all past projects on schedule and within budget. The following projects are just a few of the projects completed relevant to this requirement. They denote SAMES' experience with respect to scope of service areas: Engineering Design, Construction Management and Inspections, Surveying, and Federal, State and County-Funded projects.

San Juan 2020 CDBG Street Improvements Project (Loma Bonita St., Loma Azul St. and Loma Alta St.) #5020-75-0311-5000-7500-UCP-SR

Year Completed: 2021 (completed on time)
Construction Cost: $ 207K
A/E Fee: $30K
Client: Hidalgo County-Urban County Program (UCP)
Patricio Avila – Executive Director
1916 Tesoro Street, Pharr, Texas 78577
P: (956) 681-1151
General Contractor: 2GS, LLC. Dba Earthworks Enterprise
POC: Humberto Garcia, Jr.
2112 E. Expressway 83, Penitas, TX 78576
(956) 424-3414

SAMES Inc. role: Project Engineer, Surveyor, Construction Manager

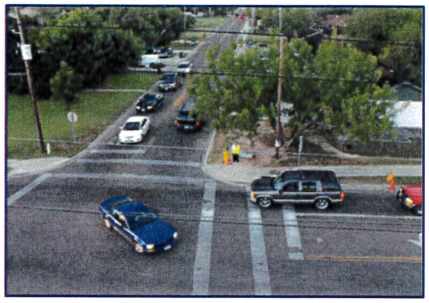
Project description: This project was funded by the Texas Community Development Block Grant (CDBG) program and involved professional surveying and engineering services for street improvements to Guadalupe Drive, Washington Palm, and Retama Street in San Juan, Texas. SAMES provided topographic surveying and survey related services for design requirements and easement / right of way identification and coordinated with existing utility provider prior to submitting the schematic design to UCP for approval. During the design phase, the team coordinated with the geotechnical engineering firm for completion of bore and subsurface soil investigations. All information gathered was incorporated into the design of the street improvements and submitted at 60% and 100% completion to UCP for review, comments, and approval. SAMES prepared projects specifications, construction plans and related bid documents to assist with the bid procurement phase. Once the project was awarded, SAMES provided construction management services and conducted periodic site visits, reviewed, and approved material submittals, addressed contractor RFI's and change order requests, reviewed contractor payment applications, and performed a final walk-thru / inspection of the project prior to preparation and submittal of final close-out documents.

San Juan 2019 CDBG Street Improvements Project (Guadalupe Dr., Washingtonian Palm, and Retama St.) #5019-75-0311-5000-7500-UCP-SR

Year completed: 2021 (completed on time)
Construction Cost: $223K
A/E Fee: $25K
Client: Hidalgo County-Urban County Program (UCP)
Patricio Avila – Executive Director
1916 Tesoro Street, Pharr, Texas 78577
P: (956) 681-1151
General Contractor: Jimmy Closner & Sons Construction Co., Inc.
POC: Robert Closner
PO box 170, Mercedes, Texas 78570
(956) 565-2688
SAMES, Inc. role: Project Engineer, Surveyor, Construction Manager

Project description: This project was funded by the Texas Community Development Block Grant (CDBG) program and involved professional surveying and engineering services for street improvements to Guadalupe Drive, Washington Palm, and Retama Street in San Juan, Texas. SAMES provided topographic surveying and survey related services for design requirements and easement / right of way identification and coordinated with existing utility provided prior to submitting the schematic design to UCP for approval. During the design phase, the team coordinated with the geotechnical engineering firm for completion of bore and subsurface soil investigations. All information gathered was incorporated into the design of the street improvements and submitted at 60% and 100% completion to UCP for review, comments, and approval. SAMES prepared projects specifications, construction plans and related bid documents to assist with the bid procurement phase. Once the project was awarded, SAMES provided construction management services and conducted periodic site visits, reviewed, and approved material submittals, addressed contractor RFI's and change order requests, reviewed contractor payment applications, and performed a final walk-thru / inspection of the project prior to preparation and submittal of final close-out documents.

City of Pharr Sam Houston Boulevard Widening Project



Year Completed: 2013 (completed on time)
Construction Cost: $2.2M
A/E Fee: $276K
Client: City of Pharr
Roy Garcia – Former Public Works Director
118 South Cage Boulevard, Pharr, Texas 78577
(956) 279-9365
General Contractor: IOC Company, LLC.
POC: James Cavazos
9312 E. Curve Rd., Edinburg, TX 78542
(956) 380-2897
SAMES, Inc. role: Project Engineer, Surveyor, Construction Manager

Project Description: This project involved the widening of an existing two-lane roadway into a two-lane roadway that included a left and right turn lanes fronting schools. Engineering scope included pavement and drainage design as per TxDOT standards and specifications. Our project managers were required to abide by TxDOT funding regulations and submittal review procedures which also included the completion of an environmental study for the proposed improvements. Additionally, the project required utility adjustment design plans for multiple entities along the Sam Houston Blvd. right-of-way. These plans were incorporated into the Roadway and Drainage plans. Topographic surveying of the 1.5 miles of existing road was performed along with project field surveying that included utility surveys of electrical, communication instruments, and appurtenances.

Coordination and verification of utility off-sets within the right-of-way were determined for the utility relocation design plans. Field surveying also included determination of existing storm sewer system flow line and top elevations, and 50 feet cross-sections of drainage ditch required for the design of the proposed drainage improvements for the new road width. Our survey department performed title research to verify which properties along the roadway expansion would require a utility easement. Verification was required since the City at one point began requiring easement dedication with the recent property purchases. In accordance with TxDOT requirements, we provided twenty-five (25) property surveys to satisfy the right-of-way needs of the roadway expansion. Our firm provided the city with parcel plats including metes and bounds descriptions for recording purposes.

City of McAllen Ware Road Utility Relocation Project, Mile 3 Road to Mile 5 Road (TxDOT CSJ: 2094-01-038 Roadway Expansion) - McAllen, Texas

Year completed: 2019 (completed on time)
Construction cost: $1.7M
A/E Fee: $253K
Client: Carlos Gonzalez, P.E., Utility Engineer
City of McAllen Public Utility Board
1300 Houston Ave., McAllen, Texas 78501
(956) 681-1630
General Contractor: IOC Company, LLC.
POC: Sky Cummings
9312 E. Curve Rd., Edinburg, TX 78542
(956) 380-2897

SAMES, Inc. role: Project Engineer, Surveyor, Construction Manager

SAMES was contracted by McAllen Public Utility (MPU) to provide engineering design, consulting and surveying services for a utility relocation project funded by Texas Department of Transportation (TxDOT). The surveying scope of work included: Topographic surveying of natural ground, existing utilities, existing infrastructure, manholes, roadway, curbs, storm sewer system, property corners/boundaries, monuments and right of way; Waterline Subsurface locate by pothole; Field locate of sanitary sewer service(s). Engineering design services included: water and sanitary sewer relocation design to accommodate the new roadwork design; established project controls based on TxDOT project benchmarks; coordinated with TxDOT to avoid potential utility relocation conflicts; prepared approved construction plans and project specific specifications all in accordance with TxDOT standards and MPU requirements; prepared project estimate and review submittals for TxDOT and MPU to review and approve; assisted McAllen Public Utility w/ support documentation required for the Advance Funding Agreement (AFA) and Standard Utility Agreement (SUA); Attended MPU board meetings, utility coordination and review meetings.

City of Palmview in collaboration with Hidalgo County Urban County Program: La Homa Road Realignment and Bridge Project – Palmview, Texas

Year completed: 2019 (completed on time)
Construction cost: $619K
A/E Fee: $73K
Client: Tony Barco, UCP Coordinator
Hidalgo County Urban County Program
427 E Duranta Avenue, Alamo, Texas 78516
(956) 787-8127
General Contractor: Texas Cordia Construction, LLC
POC: Lydia Rodriguez
3149 A Center Pointe Dr., Edinburg, TX 78539
(956) 627-6181
SAMES, Inc. role: Project Engineer, Surveyor, Construction Manager

The La Homa Road- Realignment & Bridge Project was a project funded by the Hidalgo County Urban County Program (UCP) for the City of Palmview. La Homa Road is a two-lane suburban road that ended at the Hidalgo County Irrigation Canal. The project consisted of crossing the Irrigation Canal with a bridge structure and realigning the road to the existing intersection at BUS HWY 83. The project also required TxDOT approval and coordination with the local utility districts. In 2014, SAMES was selected to design the roadway improvement and new bridge structure over the irrigation canal. SAMES provided preliminary engineering and construction estimates at the beginning of the project for funding from UCP. We also provided design alternatives and layouts to the owner in order to incorporate requirements from the irrigation district, TxDOT, and to meet the construction budget. The project consisted of an approximately 0.25-mile section of road, which was designed for a 30-mph speed and minimal traffic. However, the realignment of the road created a new intersection with BUS HWY 83 which had much higher traffic counts. We provided hydraulic design for the drainage facilities, structural design for the bridge over the irrigation canal and roadway design for the realignment. The bridge consisted of two pier row structures with prestressed girders and an 8-inch reinforced concrete slab. The project also included surveying, right-of-way mapping, striping, utility relocations and coordination with all owners and interested parties. The storm sewer system required both a gravity collection system and a pumping system to move water over the

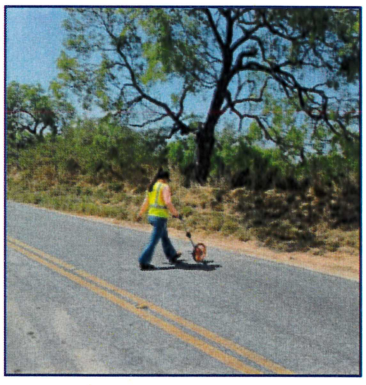
irrigation canal and into the ultimate outfall (BUS HWY 83). We performed both hydraulic modeling and hydraulic modeling to ensure storm runoff design. The design considerations included the effects of the above ground irrigation canal on runoff basin areas and collecting this additional runoff in the storm sewer system. The bridge design included scour analysis of the canal flow over the bridge, and evaluation of the above-ground earthen berm (levees) in the area of the new roadway extension (new road cross section over the irrigation canal).

City of Escobares Flood and Drainage Improvements (TxGLO Contract No. 13-152-000-7244) - Escobares, Texas

Year completed: 2015 (completed on time)
Construction cost: $906K
A/E Fee: $100K
Client: Mayor Ivan Escobar
City of Escobares
4829 Old Highway 83, Escobares, Texas 78584
(956) 847-1200
General Contractor: Sanco General Contracting, Inc.
POC: Anna Sanchez, President
1221 E. Interstate Highway 2, Mission, TX 78572
(956) 583-2821
SAMES, Inc. role: Project Engineer, Surveyor, Construction Manager

This project was funded by the Texas General Land Office Disaster Recovery Program and was the result of excessive flooding in the City of Escobares. The project included installation of reinforced concrete pipe, multiple drainage inlets, manholes, concrete and stone rip-rap and the regrading of existing roadside drain ditches, all for the completion of a new and operational storm drain system. SAMES worked closely with the City and the grant administrator to complete and submit required grantee applications and documentation.

Hidalgo County Street Inventory Project, Hidalgo County, Texas (Contract No. C-21-0435-09-21, Work Authorization No. 1 – Roadway & Bridge Inventory Assessment Study and Reports)



Year Completed: 2022 (completed on time)
Contract Amount: $1M
Client: Hidalgo County
Roy Quintanilla, CPM – Hidalgo County Executive Office
505 S. McColl Rd., Suite J
Edinburg, Texas 78539
(956) 292-7655
General Contractor: N/A
SAMES Inc. role: Project Manager & Consultant

The Hidalgo County Street Inventory Project is a locally funded project that involved the assessment of approximately 2,000 miles of county roads. The purpose of the project was to determine the current state of the County's public infrastructure and to centralize an easily accessible data base in order to allocate

public resources in a more efficient way thereby benefiting everyone, from taxpayers to government officials.

SAMES gathered raw data from the county roads which was then input into various databases and asset management software. SAMES then processed the data to prepare graphs, tables, charts, and Geographic Information System (GIS) files and maps. The data collected on these roads included Road Name, Beginning and Ending Points, Mileage, Width, Apparent Right-Of-Way, Road Type (urban, rural), Surface Type (asphalt, caliche, concrete, gravel, soil), Street Signages, Street Lighting, Culverts, Inlets, and Road Defects (Transverse & Longitudinal cracks, Corrugation, Raveling, Rutting, Shoving, Edge Cracking, Potholes, Alligator Cracks, and Deficient Drainage). Such data was then geo-referenced which allowed each Precinct the ability to see the precise location of these elements and defects. In addition to the roadway assessments, SAMES is also performing quality control inspections on new subdivisions approved within the contract time frame for the Street Inventory project. Once these subdivisions are constructed (and prior to the warranty expiration date) SAMES will perform the same assessment as with the county roads. Should any defects or deficiencies be found, SAMES will notify the respective Precinct so they can address the issue with the contractor of record and have them correct the deficiency before the warranty period expires.

Border Colonia Access Program (BCAP), RND III – Athens Street Improvements Phase II

Year Completed: 2011 (completed on time)
Construction Cost: $715K
A/E Fee: $470K
Client: Starr County
Judge Eloy Vera
401 Britton Avenue
Rio Grande City, TX 78582
(956) 716-4800
General Contractor: REIM Construction, Inc.
Miguel Ramos, President
304 W St. Jude Ave., Alton, Texas 78574
(956) 580-2675
SAMES, Inc. role: Project Engineer, Surveyor, Construction Manager

Description: This project was a multi-phase project that involved the design of a new two-lane roadway including curb and gutters that replaced a gravel road. The project included the design of a storm drain facility and the re-design of several utilities that required adjustment. AASHTO guidelines for vertical curves were followed in the design process due to the steep terrain in this region of Starr County. SAMES' construction management services included the management of multiple contractors and coordination of various government agencies (City, County and TxDOT) throughout the life of the project. SAMES project manager oversaw all construction progress and ensured the work was performed in accordance with TxDOT standards and all applicable local, state and federal regulations. Project responsibilities included site visits, planning, topographical surveying, preliminary design and schematics, hydrology analysis and hydraulics design, budget analysis, scheduling, preparation of plans, specifications and contract documents, and construction management and inspections.

PROJECTS CURRENTLY UNDER CONTRACT

- City of San Juan Fire Station Sewer Design
- City of San Juan Parks & Recreational Center
- City of Edinburg Schunior Detention Pond
- City of Harlingen Systems 252 & 204 Drainage Improvements
- City of Rio Grande City Street Improvements Project
- City of Escobares Street Improvements
- City of Roma Street Improvements Project
- City of McAllen Federal Trade Zone Pump Station
- Hidalgo County Shary Road Expansion
- Hidalgo County Drainage District No. 1 Project 13
- Hidalgo County Drainage District No. 1 Project 12 - FM 493 & County Rd
- Weslaco EDC Mid Valley International Industrial Park Subdivision
- City of Roma Industrial Park Subdivision
- Majestic Development South Phase 1A & 1B
- Glazer's Beer & Beverage
- Heights on Wisconsin Phase III
- Artic Ice Subdivision
- Harlingen Terrace #1 and #2
- Versailles Estates Subdivision
- Victory Landing Subdivision
- ACME Square Subdivision
- Trosper Heights Subdivision
- Los Encinos Subdivision
- Casa Paraiso Subdivision
- Highlands Heights Subdivision
- La Paloma Subdivision

Additional Professional References

Client: City of Edinburg
Mardoqueo Hinojosa – City Engineer
415 W. University Drive
Edinburg, Texas 78539
(956) 388-8211

Client: Weslaco Economic Development Center
Steve Valdez – Executive Director
275 S. Kansas Avenue
Weslaco, Texas 78596
(956) 969-0838

Client: Hidalgo County Housing Authority
Mike Lopez – Executive Director
1800 Texas Blvd.
Weslaco, Texas 78596
(956)969-8669

Client: Hidalgo County Drainage District #1
Raul Sesin, PE, CFM – General Manager
902 N. Doolittle Road
Edinburg, Texas 78542
(956) 292-7080

Client: Pharr Housing Authority
Noel De Leon – Executive Director
104 W. Polk Avenue
Pharr, Texas 78577
(956) 783-1316

Client: City of McAllen
Mark Vega – MPU General Manager
1300 W. Houston Avenue
McAllen, Texas 78501
(956) 681-1630

Management and Organizational Approach

UNDERSTANDING OF THE PROJECT

SAMES is highly interested in providing the City of San Juan (City) with Engineering services tailored to the needs of the community. The City's efforts to identify qualified firms to provide comprehensive engineering services will establish a sustainable mechanism to access vetted professional resources promptly and efficiently. SAMES understands that effective engineering services encompass the planning, directing, coordinating, and control of various engineering support disciplines to accomplish project goals. At SAMES, careful consideration is given to "**attention to detail**" and effective management of resources as the highlight of successful project development. Our project management approach combined with our extensive experience will allow us to offer the City of San Juan proven techniques and resources that will ensure work performed is complete, accurate, and in compliance with design guidelines and contract specifications. This approach will ultimately prevent rework and discrepancies thereby minimizing production costs and maximizing quality of performance. Additionally, SAMES experience with local municipalities has allowed us to develop an understanding of the critical issues that many of our communities' face and the need for practical and cost-effective solutions. This understanding is further substantiated by our extensive experience with numerous government funded projects completed throughout the Rio Grande Valley.

Project Management and Approach

SAMES professionals are familiar with the unique requirement of managing and executing large-scale projects. Together they have developed the extensive design and management expertise which contributes to providing a developed systematic approach to any project. The assurance that proper planning and engineering criteria are identified and implemented at the start of the project will ultimately provide the capability for the most cost-efficient systems. This approach is especially practical and essential when working with projects funded through state and federal program grants and loans. Preliminary planning, budget analysis and thorough documentation is often required and must be approved before design and construction can commence. SAMES project approach as an overall Management Policy is to fully engulf our staff within our projects so we can make decisions with the client's understanding and perspective in mind. We first listen to our client's needs and then match them with budgetary constraints and board direction to ensure the client's goals are met. Implementing this approach will allow us to satisfy our client's needs unconditionally.

Bid Procurement

As a professional services firm that offers turnkey project services, SAMES is efficient in providing professional engineering services throughout all phases of the project, including bid procurement. In addition to the preparation of plans, specifications and bid documents, SAMES will assist the city in the advertising of the project, attend any related pre-bid meetings, respond to any questions or clarifications submitted by interested stakeholders/contractors, coordinate the bid opening, review and qualify bids submitted, and prepare a recommendation letter for the City to review. Once the City has selected a contractor, SAMES will prepare the notice of award letter and send to awarded contractor at the City's request.

Scheduling

The priority objective for the success of each project is for the management team to provide clear leadership and direction to team personnel and ensure achievement of the project's scheduled milestones. Execution of each project is schedule driven and cost effective, and the SAMES team is committed to executing each project with this objective as key priority. The schedule includes critical path logic, key project milestones, and task and logic identification sufficient to monitor project progress, and to identify

potential delays and discrepancies for work around plan development and initiation. The schedule is further detailed with information obtained from design/constructability reviews and plan development.

Coordination of Consultants

SAMES' professionals have a long history of working as a team and have developed business relationships with experienced, qualified consultants to perform specialized scopes of work that our firm may not provide. Together with our business partners, SAMES reviews the project needs at the start of the contract, meeting frequently with our consultants throughout project design, and communicate consistently with the project owner to ensure the project is progressing as needed. The assurance that proper planning and engineering criteria are identified and implemented at the start of the project will ultimately provide the capability for the most cost-efficient systems. Communication and coordination with all team members throughout the life of the project will ensure minimal delay to the design and construction of the project.

Quality and Cost Control

SAMES believes that a quality management *plan* that is prepared in accordance with client standards will produce a quality work *product* that meets or exceeds contractual requirements. SAMES can develop a tailored quality control plan specific to this project by which performance at all stages will be evaluated, improved, and audited. The Quality Control Plan will provide clear identification of project team member's authorities and placement within the organizational flow for control. The QC Plan will provide cohesiveness throughout all facets of the project including design, construction operations, on-site/off-site procedures, safety and health requirements, designers of record, consultants, architects/engineers, subcontractors, fabricators, suppliers, and purchasing agents. This plan will define the reporting format, lines of communication, dispute resolution procedures, and overall safety management plan in accordance with this project. Through the implementation of this Quality Control plan, the SAMES project team will be able to effectively manage and meet all program objectives accordingly.

Communication

Our past experience has shaped our approach by refining our work processes and honing robust principles for the management of information, trade contractor activities, quality and safety programs, development and execution of site logistics, project administration services, and timely project closeout. When the inevitable occurrence of issues arises it is our focus that we have clarity of purpose and value to seize that opportunity and transform it into a seamless resolution by relying on the experience of a well training robust team of professionals. We maintain an open line of communication, not only with the design professionals and the owner but all the vendors and subcontractors, constant ongoing management of project controls, updated schedule reporting, resource effectiveness and performance.

Federal, State, Local Regulations and Policies

SAMES intends to approach local, state, and federal regulations and policies for the respective City of San Juan projects through an intricate understanding of current legislation that directly affects infrastructure development. SAMES will work to identify specific needs, permits and requirements of the local, state, and federal government at the onset of a project. This approach will allow us to identify necessary requirements that commonly cause delays and pitfalls in project development and schedules.

Our Commitment to You

As project engineers for the City of San Juan, SAMES will be committed to providing professional services that are focused on efficiency and production, meeting our contractual obligations and commitments, quality designs, and environmental awareness that promotes public welfare. The SAMES team adheres to a strong Code of Ethics and is committed to the highest standards in protecting the interests of the public and our clients while implementing quality and lasting designs that will improve the standard of living for our local communities.

Statement of Qualifications

Engineering Services

RFQ No.
23-010-03-16

Date of Submittal: March 16,2023 @ 10am

R. Gutierrez Engineering Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956-782-2557 • (FAX) 956-782-2558

Engineering Firm F · 486 • Surveying Firm #101650-00

DIGITAL COPY

TABLE OF CONTENTS

Divider #1: Letter(s) ____ 02

Divider #2: Firm Information ____ 03

a. Firm Name, Addresses, and Telephone Numbers
b. Structure and Size of Firm
c. Years in Business
d. Name of Principals in Firm
e. Primary Contact and their email address
f. Organizational Description
g. Firm's Philosophy

Divider #3: General Firm History / Qualifications ____ 07

a. Brief History of Firm and Services Provided on Municipal Street Projects
b. Resumes for Persons Assigned to Project

Divider #4: Financial and Legal Status ____ 20

a. Regulatory Agency Actions
b. Litigation
c. Insurance Coverage

Divider #5: Experience and References ____ 21

a. Experience with Government Agencies
b. Representative Municipal and Government Projects
    i. Project Name and Location
    ii. Year Completed
    iii. Short Description of Project
    iv. Owner & Contact Person Name, Addresses, and Phone Numbers
    v. Project Cost of Construction
    vi. General Contractor & Engineer Name, Addresses, and Phone Numbers
    vii. Design and Construction Cost and On-Time Completion
c. List of Projects Currently Under Contract

Divider #6: Management and Organizational Approach ____ 32

a. Understanding of Project and Services
b. Firm's Organization for Performance of Services
c. Solicitation of Interested Stakeholders
d. Procedures for Project Scheduling, Coordination of Consultants, Quality and Cost Control
e. Approach to Communication with the City
f. Approach to Code Analysis and Jurisdictional Approval

Divider #7: Required Forms ____ 36

a. A Completed and Signed Original RFQ No. 23-010-03-16
b. Conflict of Interest Form
c. Form 1295

TAB 1

R. Gutierrez Engineering Corporation

Texas Engineering Firm Number: F-486
Texas Surveying Firm Number: 101650-00

March 16, 2023

Ms. Lori A. Maldonado, Purchasing Agent
City of San Juan
709 S. Nebraska Ave.
San Juan, Texas 78589-2649

Dear Ms. Maldonado:

In response to the City of San Juan's **Request for Sealed Qualifications for Engineering Services – RFQ No. 23-010-03-16** from qualified firm(s) interested in providing engineering services during the planning execution and completion of projects and for providing consulting services, **R. Gutierrez Engineering Corporation (RGEC)** is pleased to present its qualifications. Our outstanding staff of professionals has extensive experience in completing all types of locally funded municipal projects from conception to construction completion. **More specifically, our staff has significant current experience in the development, design, and construction of municipal projects,** which include municipal streets, drainage, and utility infrastructure. In our response, we will show our team is the most qualified to provide engineering services to the **City of San Juan**. All information provided in this submittal will remain in effect for 90 calendar days.

RGEC will be the prime provider and responsible for the day-to-day dealings with the **City of San Juan** with Mr. Ramiro Gutierrez, PE, the principal in charge of the firm, being the primary contact for this project.

As you will see, **RGEC** will not only fulfill, but surpass all your requirements and is deserving of your trust. We look forward to a strong working relationship based on competence, integrity, and respect and firmly believe that it will be a benefit to both the **City of San Juan** and **RGEC**.

Thank you for your consideration and for the opportunity to offer our qualifications for providing professional engineering services to the **City of San Juan**.

Sincerely,

P.E.

Ramiro Gutierrez, PE
President

130 E. Park Avenue – Pharr, Texas 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – Email: rgutierrez@rgec.net

TAB 2

Divider #2: Firm Information

a. Firm Name, Addresses, and Telephone Numbers

R. Gutierrez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577
Phone: 956-782-2557
Fax: 956-782-2558

b. Structure and Size of Firm

Structure – Corporation
State of Incorporation: Texas, Charter #01495723-00
Size - 10 Employees

c. Years in Business

RGEC – 25 Years

d. Name of Principal(s) in Firm

Ramiro Gutierrez, PE / President

e. Primary Contact and Email Address

Ramiro Gutierrez, PE / President
rgutierrez@rgec.net

f. Organizational Description

RGEC is a professional engineering and land surveying firm with 10 employees located in Pharr, Texas. The firm is registered to practice in the State of Texas with **engineering firm number F-486** and **land surveying firm number 101650-00**. Copies of the firm's current registration certificates are provided on page 5. The firm is fully equipped and staffed to handle most any civil engineering and land surveying task with ease. With three (3) professional engineers, (1) engineer in training and one (1) RPLS on staff, **RGEC** can assure each project will receive the professional attention it merits. The firms' capabilities and diversity enable **RGEC** to devote personal attention to the **City of San Juan**. **RGEC** provides clients the expertise and innovation necessary to provide practical, cost-effective solutions.

RGEC specializes in and has provided professional engineering design and land surveying services for various public sector clients including governmental agencies such as the City of McAllen, City of Pharr, City of Donna, City of Edinburg, City of Weslaco, City of Mercedes, City of La Feria, City of Harlingen, Hidalgo County Precinct 2, Hidalgo County Drainage District #1, Hidalgo County Urban County Program, Pharr – San Juan – Alamo ISD, South Texas College, Texas Parks and Wildlife Department and the **City of San Juan**. The staff at **RGEC** has more than 75 years of combined diversified professional engineering and surveying experience and over 1,850 engineering and land surveying projects completed.

Mr. Ramiro Gutierrez, PE will be the primary contact for this contract and will be responsible for the day-to-day dealings with the **City of San Juan**. Mr. Gutierrez is a longtime resident of the Rio Grande Valley and is extremely knowledgeable of the Rio Grande Valley area, the people, and their needs. **He grew up in San Juan, Texas,** had his permanent residence in San Juan until 1989, and currently resides in Pharr, Texas. Numerous members of his family still reside in San Juan.

Mr. Gutierrez is registered with the State of Texas as **Professional Engineer #65948** and is TXDOT pre-certified to provide civil engineering services. He is a former Texas Department of Transportation (TXDOT) engineer where he worked in various capacities in the Pharr District, in Austin and the Corpus Christi District. While working with TXDOT for 14 years, Mr. Gutierrez moved up the ladder and his last position with TXDOT was that of Area Engineer in the Alice Area Office. He was responsible for the design, construction, maintenance and operation of the State highway system in all of Jim Wells and Kleberg Counties and part of Live Oak and Nueces Counties. The major part of the work effort entailed preserving the existing roads. Through the years, Mr. Gutierrez has developed excellent relationships with various government agencies including a 30+ year relationship with TXDOT.

Having grown up in San Juan, and spending much time traversing throughout the **City of San Juan**, Mr. Gutierrez is extremely knowledgeable of the **City** and its infrastructure. Mr. Gutierrez worked as City Engineer for the City of Pharr from 2000 to 2004 and worked on numerous projects in San Juan, both working directly for the City and working for Hidalgo County Precinct No. 2 for Commissioner Hector "Tito" Palacios.

In addition to Mr. Gutierrez, a key member of the staff at **RGEC** is Mr. Hernan A. Lugo, PE, CFM. Mr. Lugo is registered with the **State of Texas as Professional Engineer #108728** and **CFM Certification #1747-09N**. He grew up in Caracas, Venezuela and graduated from Universidad Nueva Esparta in Caracas, Venezuela with a Bachelor of Science degree in Civil Engineering in 1998. In 2011 he earned a Master of Science degree in Environmental Engineering from Texas A&M University at Kingsville.

Mr. Lugo has more than 17 years of experience in the engineering and construction industry. He is also a Certified Floodplain Manager and a Certified Stormwater Manager. Mr. Lugo as a former Project Manager for the City of Alton provided technical assistance to Public Works and Planning Department as well as overseeing all land development and capital improvement projects within the city. In the meantime, he developed and maintained and excellent working relationship with private and public agencies as well with other engineering firms. He has worked in various capacities in the region and coordinated his work with various agencies such as the Environmental Protection Agency, Texas Commission on Environmental Quality (formerly TNRCC), Texas Water Development Board, Hidalgo County Drainage District #1, and multiple irrigation districts in Hidalgo County. Mr. Lugo also managed engineering services and operated an independent civil engineering firm in Pharr, Texas.

Another key member of the staff at **RGEC** is Mr. Pablo Soto, Jr., PE, RPLS. Mr. Soto is registered with the **State of Texas as Professional Engineer #66278** and **Registered Professional Land Surveyor #4541**. He is TXDOT pre-certified to provide land surveying services and is a long-time resident of the Valley. **Mr. Soto grew up in San Juan** and currently resides in Pharr. He has a long history of working in the Rio Grande Valley as a

consultant in professional engineering and land surveying. Mr. Soto has extensive surveying experience within the **City of San Juan** and provides a vast and in-depth knowledge of the local area with his tremendous background in design engineering and surveying. Mr. Soto is responsible for the surveying work at various levels of design from topographic surveying to surveying for design and construction staking. He also performs boundary surveying services for acquisition of right-of-way and easements on municipal projects. He has developed and maintained an excellent working relationship with various public agencies in the Rio Grande Valley as well with other engineering firms.

Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

R. GUTIERREZ ENGINEERING CORPORATION

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform surveying services in the state of Texas.

Registration Number
10165000

Expiration Date
12/31/2023

Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that

R GUTIERREZ ENGINEERING CORPORATION

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas

Registration Number
F-486

Expiration Date
07/31/2023

g. Firm's Philosophy

The philosophy at **RGEC** is to have efficient management and quality control to deliver projects on time and within budget. Once the City is ready to commence on a project, a project concept conference will be held to clearly determine the scope of the work to be undertaken. A detailed work schedule shall be prepared by the **RGEC** team and submitted to the City for approval. The work schedule will provide specific work sequences and definite review times of the work to be performed. **RGEC** will diligently pursue the completion of the project as defined by the milestones and deliverable due dates outlined in the work schedule. **RGEC** will inform the City should issues be encountered that would prevent the performance of work in accordance with the established work schedule or within the proposed budget. This allows us to avoid problems as projects are moved forward. The design philosophy at **RGEC** is to seek for and develop the most practical, cost effective solution to address the client's needs by conducting an in-house informal value engineering study with our staff to look for ways to meet the objectives and deliver the expected results while cutting costs for our clients.

RGEC's experience and the methodology used allow us to efficiently execute the design and construction process from start to finish. This includes several key components including, but not limited, to the following:

- **Establishment of clear goals and objectives of the client and design team**
- **Determination of requirements to achieve successful results**
- **Implementation of tasks and party responsibilities for meeting goals**
- **Schedule of milestones that need to be met to satisfy goals and objectives**
- **Open means of information sharing and communication**
- **Periodic reviews to ascertain compliance with schedule, budget, and other objectives**

However, even the most thoroughly reviewed engineering designs may encounter unforeseen circumstances in the field. **RGEC** has an experienced project manager that will gather all pertinent information to resolve the issue at hand. Our top priority in resolving any issues is to keep costs within budget, keep the project on schedule, and provide the highest quality solution for the **City of San Juan.**

TAB 3

Divider #3: General Firm History / Qualifications

a. **Brief History of Firm and Services Routinely Provided on Municipal (or related) Street Projects**

RGEC is a civil engineering and land surveying firm with 10 employees located in Pharr, Texas. The firm began operation in 1998 and is registered and licensed to practice in the **State of Texas as Engineering Firm Number 486** and **Land Surveying Firm Number 101650-00**. **RGEC** is comprised of a staff possessing a vast knowledge of the Lower Rio Grande Valley, Hidalgo County and the **City of San Juan** areas and unique characteristics. With more than 75 years of combined diversified staff experience and expertise, providing in-house services, in all aspects of civil engineering and surveying projects, **including municipal (or related) street projects**, drainage facilities, water distribution, wastewater planning and design, civil site design for buildings, parking lots, parks, hike and bike trails, sporting or athletic fields, right-of-way and easement parcels, boundary surveys and topographic surveying, **RGEC** can provide the **City of San Juan** the expertise and innovation necessary to provide cost-effective solutions on every project.

A more detailed list of services offered by the firm is as follows:

Transportation Services

- Streets & Highways
- Roadway Geometrics
- Signing & Striping
- Traffic Control Plans
- Traffic Signal Design
- Airport Design

Drainage Services

- Hydrologic Studies
- Hydraulic Design
- Storm Sewer Design
- Drainage Channel Design
- Detention Ponds
- Floodplain Mapping
- Pumping/Lift Stations

Land Surveying Services

- Residential & Commercial Land Surveys
- Residential & Commercial Improvement Surveys
- Acreage Surveys
- ROW & Easement Parcels
- Topographical Surveys
- Construction Staking
- ALTA Surveys
- Elevation Certificates

Water Resources

- Water Distribution
- Wastewater Planning/Collection/Treatment
- Pumping/Lift Stations
- Storm Water Pollution Prevention Plans
- Pre-treatment Compliance

Land Development Services

- Feasibility Studies
- OSSF Site Evaluations
- Drainage Studies / Reports
- Subdivision Plans
- Civil Site Plans
- Subdivision Plat Processing & Reviews

Other Services

- Environmental Services
- Project Management
- Construction Phase Services
- Permitting
- Landfill Services
- Municipal Engineering
- Public Works

Additionally, **RGEC** is pre-certified by TXDOT in the following engineering and land surveying categories.

Areas of Certification	
3.2.1	ROUTE STUDIES & SCHEMATIC DESIGN
4.2.1	ROADWAY DESIGN
4.4.1	FREEWAY INTERCHANGES
8.1.1	SIGNING, PAVEMENT MARKING, AND CHANNELIZATION
9.1.1	BICYCLE AND PEDESTRIAN FACILITY DEVELOPMENT
10.1.1	HYDROLOGIC STUDIES
10.2.1	ROADWAY HYDRAULIC DESIGN
10.3.1	BRIDGE HYDRAULIC DESIGN
11.1.1	ROADWAY CONSTRUCTION MANAGEMENT AND INSPECTION
15.1.1	RIGHT-OF-WAY SURVEYS
15.2.1	DESIGN SURVEY
15.2.2	CONSTRUCTION SURVEY

As can be seen, **RGEC can handle a wide range of civil engineering projects**. The experience of our staff provides us a unique insight into the needs, goals, requirements, and procedures associated with our clients. Our information technology capabilities and professional equipment allow us to provide accurate work presented in clear, highly professional quality engineering drawings.

RGEC also gives the client the experience and ability to assemble a multi-disciplinary team capable of handling large projects requiring expertise in various engineering fields. The staff at **RGEC**, through the years, has developed excellent relationships with numerous engineering firms and governmental agencies.

The staff at **RGEC** is familiar with and shall comply with federal, state and local laws and mandates relative to the preparation of submittals and the engineering services to be provided and all applicable federal, state and local laws and regulations. Specifically the services to be provided will be in compliance with the: American with Disabilities Act (ADA); Age Discrimination in Employment Act (ADEA); Consolidated Omnibus Budget Reconciliation Act (COBRA); Family and Medical Leave Act (FMLA); Health Portability and Accountability Act of 1996 (HIPPA) and all applicable federal and state requirements, including without limitation, ERISA, the Internal Revenue Code and its Act of 1994 (USERRA), insurance laws and regulations, and state anti-discrimination requirements.

RGEC is 100% minority owned and is certified as a Disadvantaged Business Enterprise (DBE) and Historically Underutilized Business (HUB) by the State of Texas. R. Gutierrez Engineering Corporation does not discriminate against any employee or applicant for employment because

of race, religion, sex, national origin, or disability. Copies of the firm's DBE and HUB certificates are provided below.

Texas Department of Transportation

THE STATE OF TEXAS

Texas Unified Certification Program — TUCP

Disadvantaged Business Enterprise Program

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

R. GUTIERREZ ENGINEERING CORPORATION (06212)

Issuance Date: January 3, 2007

This Certificate is subject to suspension or revocation, and DBE information is verified annually upon the issuance month.

Director, Business Opportunity Programs Office

CMBL/HUB Vendor Detail

Vendor ID / Vendor Number	1742884551900 / 25146
Vendor Name	R. GUTIERREZ ENGINEERING CORPORATION
Vendor Address	130 E. PARK AVENUE PHARR, TX 78577 USA
County	HIDALGO
Contact	RAMIRO GUTIERREZ
Phone/Fax	956-782-2557 / 956-782-2558
Email Address	javier@rgec.net
Website	http://www.rgec.net
Business Description	Professional Engineering and Surveying Services
Business Category	Architectural/Engineering And Surveying (05)
Small Business	Y
Service Disabled Veteran	No
CMBL Status	Inactive (F -Deleted for non-payment of annual fee)
Date Removed From CMBL	13-JUL-2018
HUB Status	Active Bidder (A-Approved; Active Texas certified HUB)
HUB Expires	31-JUL-2023
HUB Eligibility	HI (Hispanic American)
HUB Gender	M
	Commodity items shown above are available for district(s) 16,21,22

While this RFQ is for engineering services, this section specifically requests qualifications for **services routinely provided in-house on municipal (or related) street projects**. **RGEC** offers the **City of San Juan** an unmatched level of expertise in the development of strategies for services required for municipal (or related) street projects.

Mr. Gutierrez understands that one of the main responsibilities a city such as San Juan has is that of providing its' citizens with good quality streets on which to travel. While with TXDOT, as Area Engineer, the vast majority of the work effort entailed preserving and rehabilitating the existing roads.

Mr. Gutierrez understands that for a street pavement to be durable, three (3) things are most critical. These are as follows: **Number 1 is Drainage, Number 2 is Drainage, and Number 3 is Drainage**.

In other words, to keep a road from failing prematurely, the water must be kept from entering the base material, the caliche material that is underneath the asphalt surface. This is accomplished in a variety of ways.

To further understand that point, just think back at the period of drought that we recently went through. Many streets held up fairly well. However, as soon as the rainy period began, potholes developed on many streets and pavements started to deteriorate in many places. The pavements deteriorated because the water penetrated through the asphalt surface and into the base (caliche) material. As long as the base material was dry, the streets held up pretty well. There are varying techniques for keeping the water from reaching the base (caliche) material and for preserving, restoring, or expanding streets.

Grading of Roadside Ditches. One way to keep the water from reaching the base (caliche) material is to make sure that the water cannot penetrate from the edges of the pavement. To do this, you must direct the water away from the edge of the road. This is done by grading a roadside ditch along the edge of the road and providing a way for the water to flow that is parallel but away from the pavement.

Clean Curb and Gutter. If the road has a curb and gutter, then the curb and gutter must be kept clean from debris or vegetative growth and have an adequate slope to allow the water to continuously flow towards and into the drainage inlets. When existing curb and gutter is not draining properly, the water that puddles up will tend to seep into the base material. This occurs through the joint between the concrete curb and gutter and the asphalt or through existing cracks on the asphalt surface. This joint needs to be kept waterproof by applying a liquid asphalt to seal the joint between the concrete and asphalt materials. The cracks on the asphalt surface need to be sealed.

Crack Sealing. In due time, all asphalt pavements crack. An asphalt surface is designed to be somewhat flexible. That is why it is called a flexible pavement. However, as asphalt ages, it loses its' asphaltenes and it becomes brittle. Once it is brittle, and no longer flexible, the loads that normal traffic apply on the pavement surface will cause the surface course to crack. One way of keeping water out of the caliche base material is to make sure that the roadway cracks are sealed to make them waterproof. When cracks are well defined and run either longitudinally or horizontally along the pavement, the cracks should be sealed by placing liquid asphalt in the cracks to make them waterproof. To do this, the cracks are cleaned and the liquid asphalt is placed to fill the crack. When cracks are deep or wide and penetrate into the base

(caliche) material, the addition of sand is appropriate to fill the crack with a less costly product and apply liquid asphalt closer to the surface.

Pothole Repair. When potholes are present in the pavement, then a good patching operation is needed. Each pothole needs to be made into a square or rectangular shape by saw-cutting the asphalt a few inches outside the outer edges of the pothole and then the existing base material needs to be dug out in that square or rectangular area. The end result is a hole that looks like a box with the top being flush with the asphalt surface. The square or rectangular pothole is filled with base material mixed with Portland cement and wetted down and compacted to leave the surface 2-inches below the asphalt surface. A liquid asphaltic prime coat is then applied to the surface of the newly reconstructed base and a new 2-inch layer of hot-mix or cold-mix asphalt concrete pavement is applied at the surface. A properly constructed pothole repair will last a long time.

Seal Coat. If the pavement has an extensive cracking pattern across a large surface area, that is called "alligator cracking". The look resembles the back of an alligator. If alligator cracking is present, and the pavement structure is still in good shape, then a seal coat should be applied to that area. A seal coat is the application of liquid asphalt across an area and then the spreading of loose rock or aggregate over the liquid asphalt. A roller compactor is then run over the aggregate to press it into the liquid asphalt as much as possible. After the rolling operation is completed, and the asphalt has cooled or cured, a sweeper is passed over the same area to remove the loose rock that did not stick to the asphalt. This makes the large surface area "waterproof".

Full Depth Reconstruction. If the pavement is cracked beyond repair or full of potholes, then a full-depth reclamation of the existing pavement would be the more economical way of bringing the pavement up to standards. The existing *caliche* material and existing asphalt surface is crushed and cut up into particles no larger than 2 to 3-inches in any direction and mixed with new *caliche* material and relayed to form a new base material. Lime or Portland cement is added and mixed into this combination of old pavement and new *caliche*, wetted down and compacted to form the new base material. An asphaltic prime coat is applied and then hot mix asphaltic concrete is placed for the surface wearing course.

Many of these techniques can be utilized to bring various **City of San Juan** municipal streets up to standards. Depending on their existing conditions, different streets can have different techniques applied to provide the City with the most economical way of fixing these streets.

b. Resumes for Team Members Assigned to Project

The following staff along with their respective roles will be assigned to the **City of San Juan** projects. Resumes are provided in the following pages followed by an Organizational Chart showing **RGEC**'s structure and team member responsibilities.

- Mr. Ramiro Gutierrez, PE – **Principal in Charge**
- Mr. Hernan A. Lugo, PE, CFM – **Senior Project Manager**
- Mr. Pablo Soto, Jr., PE, RPLS – **Survey Manager**

R. Gutierrez Engineering Corporation

Ramiro Gutierrez., PE

President and Principal In Charge

EDUCATION

- Bachelors of Science in Civil Engineering

  University of Texas at Austin, Austin, Texas 1983

PROFESSIONAL REGISTRATION

- Professional Engineer, State of Texas, #65948

LANGUAGE

- Speaks proficient English and Spanish.

AFFILIATIONS

- National Society of Professional Engineers, President of RGV Chapter
- American Society of Civil Engineers
- American Concrete Institute

LEADERSHIP AND COMMUNITY INVOLVEMENT

- City of Pharr Building Standards Commission
- City of Pharr Board of Adjustments
- City of Pharr Civil Service Commission (Previous Member)

YEARS WITH FIRM

- 25 Years

BIOGRAPHIC SUMMARY AND EXPERIENCE

Mr. Ramiro Gutierrez, PE is the principal in charge of R. Gutierrez Engineering Corporation and through his broad range of experience offers his clients a commitment of unsurpassed integrity, excellence and satisfaction. Mr. Gutierrez is proud of his excellent reputation in meeting client's aggressive schedules, and his ability to assemble multi-disciplinary project teams to give the client the specialized attention and service they merit.

Mr. Ramiro Gutierrez, PE is a long-time resident of the Rio Grande Valley. He grew up in San Juan, Texas, and currently resides in Pharr, Texas. He is a former Texas Department of Transportation (TXDOT) engineer. While with TXDOT, Mr. Gutierrez worked in various capacities in the Pharr, Austin, and Corpus Christi Districts. His last position with TXDOT was that of Area Engineer in the Alice Area Office where he was responsible for the design, construction and maintenance activities on State roads in Jim Wells, Kleberg, Live Oak and Nueces Counties. Before opening his own firm, Mr. Gutierrez worked for a large engineering firm as a Project Manager responsible for developing transportation, municipal and site development type projects. Since founding his own firm Mr. Gutierrez has worked extensively in the Hidalgo County area on a wide variety of projects including municipal infrastructure projects related to streets, drainage, water, sanitary sewer, parks, etc., and has become intimately familiar with the local area's characteristics

Mr. Gutierrez is a licensed Professional Engineer with over 33 years of experience in management, design, construction and maintenance of drainage, highway, airport, street and utilities projects. The work involved analyzing and developing design alternatives, developing construction plans and bid packages; managing sub-consultant design and surveying contracts; managing construction projects; recommending, approving and processing change orders; assuring compliance with state and federal policies and procedures; monitoring project costs; developing and implementing maintenance action plans; recommending and implementing changes in the operation of our transportation system; providing quality customer service; developing and maintaining good working relationships with local public officials.

Mr. Gutierrez has worked as a Project Engineer and designer multiple street, drainage, roadway and utility improvement projects, some which included flood plain mapping and flood elevation studies in the south Texas and Rio Grande Valley areas. He has analyzed and developed preliminary engineering design alternatives, prepared final design, final construction plans and technical specifications and contract documents for the projects. Managed the construction of projects assuring compliance with the plans and specifications all the way through final inspection, project acceptance and final payment to contractor. Assured that industry standard construction procedures were followed on all projects.

BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS

THE STATE OF TEXAS

BE IT KNOWN THAT

Ramiro Gutierrez

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED BY SEC. 12(a), SENATE BILL NO. 74, ACTS REGULAR SESSION, 45TH LEGISLATURE OF TEXAS, IS GRANTED THIS

CERTIFICATE OF REGISTRATION

AND IS HEREBY AUTHORIZED TO PRACTICE AS A

PROFESSIONAL ENGINEER

SO LONG AS THIS CERTIFICATE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,
WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF THE BOARD AT THE CITY OF AUSTIN, THIS 15TH DAY OF MAY, 1989.

CHAIRMAN

SECRETARY

SERIAL NUMBER 65948

R. Gutierrez Engineering Corporation

Education

- Master of Science in Environmental Engineering Texas A&M University at Kingsville, Kingsville, Texas 2011

- Bachelors of Science in Civil Engineering Universidad Nueva Esparta, Caracas, Venezuela 1998

Professional Registration

- Professional Engineer, State of Texas, #108728
- Certified Floodplain Manager, State of Texas Certification #1747-09N
- Certified Stormwater Manager
- Certified Water Quality & Bacteria Monitor
- Professional Engineer, State of Florida, #74961

Language

- Proficient in English & Spanish

Affiliations

- American Society of Civil Engineers
- American Water Works Association
- American Public Works Association
- Environmental & Water Resources Institute
- American Planning Association
- Texas Floodplain Association
- International Code Council

Years with Firm

- 14 Years

Hernan A. Lugo, PE, C.F.M.

Senior Project Manager

BIOGRAPHIC SUMMARY AND EXPERIENCE

Mr. Hernan A. Lugo, PE, CFM grew up in Caracas, Venezuela and worked as a resident engineer for a private firm in Venezuela from 1998 to 2001 where he provided design and project management services for various civil engineering projects. In 2001, Mr. Lugo moved to Miami, Florida where he worked for Voice Stream, Inc. as a technical consultant for the sales force.

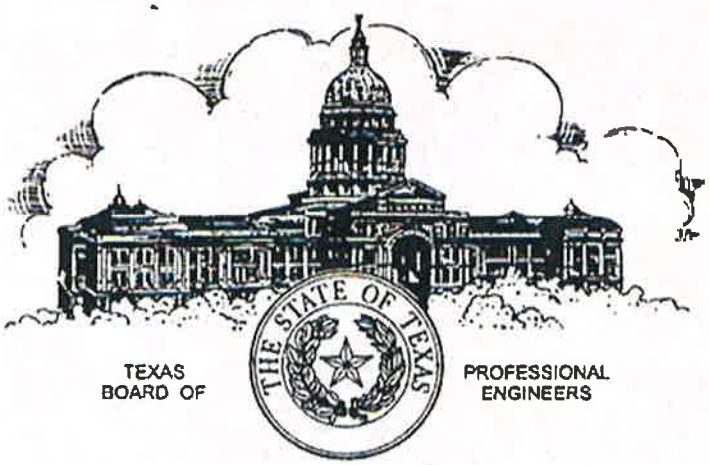
Mr. Lugo graduated with a Bachelor of Science degree in Civil Engineering in 1998 and a Master of Science degree in Environmental Engineering in 2011. Mr. Lugo is licensed by Texas Board of Professional Engineers to practice civil and environmental engineering under license #108728 and has more than 13 years of experience in the engineering and construction industry. He is also a Certified Floodplain Manager and a Certified Stormwater Manager.

Mr. Lugo as a former Project Manager for the City of Alton provided technical assistance to Public Works and Planning Department as well as overseeing all land development and capital improvement projects within the city. In that position, he developed and maintained and excellent working relationship with privates and public agencies as well with other engineering firms. He has worked in various capacities in the region and also coordinated his work with various agencies such as the Environmental Protection Agency, Texas Commission on Environmental Quality (formerly TNRCC), Texas Water Development Board, Hidalgo County Drainage District #1, and multiple irrigation districts in Hidalgo County. Mr. Lugo also managed engineering services and operated an independent civil engineering firm in Pharr, Texas.

Mr. Lugo is skilled in civil and environmental design, design of water lines, sanitary sewer systems, and lift stations. He has also worked on water and sanitary sewer treatment plants, land development, planning, floodplain management, stormwater management, project management, permitting, mapping and geographic information systems. He has proven himself through the years while working for public and private entities.

RECENT PROJECTS

Navarro Street Improvements – Pharr, Texas. Worked as Project Manager responsible for the development of plans and specifications for the re-construction of the existing rural roadway, which consists of upgrading the existing rural roadway to an urban roadway with curb and gutter. The project also includes design of storm drainage facilities and outfall improvements. RGEC conducted field surveys to collect information required for design of the project. Close coordination with utility companies is required in order to identify and resolve conflicts with underground utilities. Once the project is ready for construction, bidding documents will be prepared. RGEC will provide construction administration and inspection during the construction phase of the project. As-built documents will be provided at project completion.



BE IT KNOWN THAT

Hernan A. Lugo

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT, TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,

We have hereunto set our hands and affixed the seal of the Board at the City of Austin, this May 25th, 2011.

BOARD CHAIR

BOARD SECRETARY

SERIAL NUMBER **108728**

THE ASSOCIATION OF STATE FLOODPLAIN MANAGERS, INC. AND THE TEXAS FLOODPLAIN MANAGEMENT ASSOCIATION

HEREBY RECOGNIZES

HERNAN LUGO

AS A NATIONALLY ACCREDITED

CERTIFIED FLOODPLAIN MANAGER

For meeting criteria in the area of experience, references, education and training in floodplain management and hazard mitigation. This CFM has passed the Texas National CFM exam which exhibits competency with the basic principles of sound floodplain management as mandated by the National Flood Insurance Program.

CERTIFICATION #1747-09N
ISSUED: December, 2009

John Grounds, CFM
President, TFMA

Roy D. Sedwick, CFM
Executive Director, TFMA

R. Gutierrez Engineering Corporation

Education

- Bachelors of Science in Civil Engineering

  Texas A&I University
  Kingsville, Texas, 1982

Professional Registration

- Registered Professional Engineer, Texas, #66278
- Registered Professional Land Surveyor, Texas, #4541

Language

- Speaks proficient English and Spanish.

Leadership and Community Involvement

- City of Pharr City Commissioner (Previous Member)
- Pharr Economic Development Corporation (Previous Member)

Years with Firm

- 15 Years

Pablo Soto, Jr., PE, RPLS

Survey Project Manager

BIOGRAPHIC SUMMARY AND EXPERIENCE

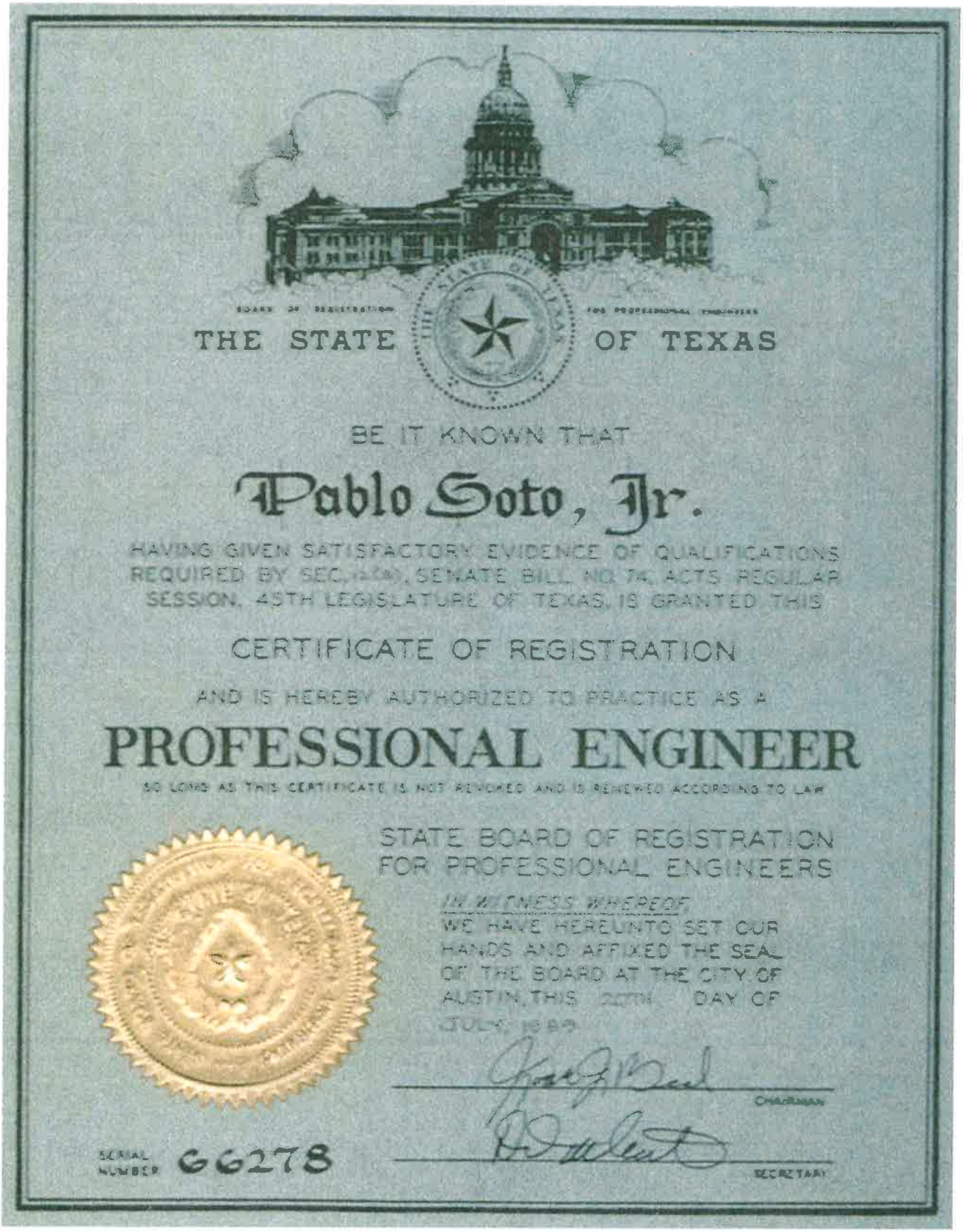
Mr. Pablo Soto, Jr., PE, RPLS grew up in San Juan and is a resident of Pharr, Texas. He has had a long working experience as a consultant in civil engineering and surveying. Mr. Soto provides a vast and in depth knowledge of the San Juan area with his background in civil engineering and surveying. Mr. Soto is responsible for the surveying work at various levels of design from topographic surveying to surveying for design and construction staking. He also is responsible for all property boundary surveys for the office. He has developed and maintained an excellent working relationship with various private and public agencies as well as with other engineering and land surveying firms. Mr. Soto brings over 30 years of professional surveying experience to our team. Mr. Soto's experience includes all types of Land Surveying, Parcel Descriptions, Subdivision work and TX-DOT Right of Way Surveying & Parcel Descriptions. Most of his experience has been in the South Texas community.

RECENT PROJECTS

Navarro Street Improvements – Pharr, Texas. The firm worked as Project Engineer responsible for the development of plans and specifications for the re-construction of the existing rural roadway, which consisted of upgrading the existing rural roadway to an urban roadway with curb and gutter. The project also included design of storm drainage facilities and outfall improvements. Mr. Soto was responsible for survey work which included identification of existing right-of-way and the preparation of easements. Survey work also included field surveys to collect information required for design of the project. Close coordination with utility companies was required in order to identify and resolve conflicts with underground utilities.

Hidalgo County RMA Trade Corridor Connector – McAllen, Texas. RGEC was part of a surveying team hired by the Hidalgo County Regional Mobility Authority (HCRMA) to provide surveying services on 37 acres of total outfall areas for this project. RGEC's responsibility was tying horizontal and vertical positions for the existing drain system and irrigation lines that were within 20' of the proposed right of way. RGEC provided topographic surveying services of the south slope of the existing levee at 300' cross-section intervals for off-site drainage. RGEC also provided survey of outfall areas and profiles of existing drainage facilities with measurements of hydraulic openings under existing bridges. Complete 2D & 3D files including utilities of the outfall identified on the project location map were provided. Finally, RGEC provided boundary surveys of existing properties within the project area and survey services for ROW parcels to be acquired.

URS Surveys – Rio Grande Valley, Texas. As part of URS's contract for Management Services for Community Development Block Grant Disaster Recovery Program for Hurricane Dolly with the Lower Rio Grande Valley Development Council, RGEC was hired to provide detailed topographic and boundary surveys for 685 properties within the Rio Grande Valley. Surveys included legal description of properties, utility easements, improvements including but not limited to houses, fences, driveways, trees over 6" in diameter, sidewalks, slabs, utility locations, staking of property corners, building setback lines and plat of property to meet permitting requirements for construction of a single family residential structure. Of the above surveys, 202 properties also required elevation certificates.



THE STATE OF TEXAS

BE IT KNOWN THAT

Pablo Soto, Jr.

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED BY SEC. 14(a), SENATE BILL NO. 74, ACTS REGULAR SESSION, 45TH LEGISLATURE OF TEXAS, IS GRANTED THIS

CERTIFICATE OF REGISTRATION

AND IS HEREBY AUTHORIZED TO PRACTICE AS A

PROFESSIONAL ENGINEER

SO LONG AS THIS CERTIFICATE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,
WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF THE BOARD AT THE CITY OF AUSTIN, THIS 20TH DAY OF JULY, 1949

Chairman

Secretary

SERIAL NUMBER 66278

Texas Board of Professional Land Surveying

Let it be known that

PABLO SOTO, JR.

having met the requirements of Senate Bill 795, Seventy-first Legislature, Regular Session, is hereby registered to practice Professional Land Surveying in the State of Texas so long as such certificate is valid and in force through annual renewal, and subject to the limitations of said Act as a

Registered Professional Land Surveyor

This Certificate of Registration is issued under the hand and seal of the Board on

AUGUST 13, 1986

Chairman

Executive Director

Registration Number: 4541

TAB 4

Divider #4: Financial and Legal Status

a. Regulatory Agency Actions

RGEC has not had and does not have any regulatory agency actions involving the firm or its agents or employees with respect to any work performed.

b. Litigation

1. Audie Murphie Middle School / PSJA ISD

The lawsuit for this project is related to construction defects of the buildings and **RGEC** was included in the lawsuit because **RGEC** was the civil engineer of record and all participants in the project were sued.

c. Insurance Coverage

RGEC carries the appropriate insurance coverage written by an insurer authorized to transact insurance in the State of Texas. Insurance coverage includes Worker's Compensation, Employers Liability, Commercial General Liability, Automobile Liability and Professional Liability insurance. A completed Certificate of Insurance showing the **City of San Juan** as the certificate holder will be provided immediately after award of contract and prior to contract execution. **RGEC** carries the following limits of Professional and General Liability Insurance.

Type of Coverage	Limits of Liability	
Commercial General Liability	$1,000,000	Each Occurrence
	$ 300,000	Damage to Rented Premises
	$ 5,000	Medical Expense
	$1,000,000	Personal & Advertising Injury
	$2,000,000	General Aggregate
	$2,000,000	Products-Completed Operations Aggregate
Commercial Automobile Liability	$1,000,000	Each Accident
Umbrella Liability	$1,000,000	Each Occurrence
	$1,000,000	Aggregate
Worker's Compensation &	$1,000,000	Each Accident
Employer's Liability	$1,000,000	Disease, Each Employee
	$1,000,000	Disease, Policy Limit
Professional Liability	$1,000,000	Each Occurrence
	$2,000,000	Aggregate

TAB 5

Divider #5: Experience and References

a. Experience with Government Agencies

RGEC has considerable knowledge and experience working with various government agencies and as such is familiar with Federal, State and Local Regulations, Policies and Procedures.

RGEC has experience developing projects for or while coordinating with many governmental agencies. **RGEC** has developed projects for TXDOT, Hidalgo County, Hidalgo County Drainage District No. 1, Hidalgo County Regional Mobility Authority, Hidalgo County Urban County Program, many cities and school districts across Hidalgo County and the Rio Grande Valley. These projects have consisted of roadway and street projects, overpass design projects, traffic signal design projects, airport expansion projects, water and sanitary sewer infrastructure projects. On many of these projects, **RGEC** has been required to coordinate with various governmental agencies such as the International Boundary & Water Commission, the US Army Corps of Engineers, US Fish & Wildlife, Texas Parks & Wildlife, Texas Historical Commission, Texas Commission on Environmental Quality (formally Texas Natural Resources Conservation Commission), Texas Department of Transportation, Federal Highway Commission, Federal Aviation Administration, Federal Emergency Management Agency, and others.

Additionally, our staff is familiar with the requirements of numerous utility companies such as Texas Gas Service, American Electric & Power, Magic Valley Electric Coop, Time Warner Communications, Oil/Gas Exploration/Production, Sprint, MCI and ATT. This list of agencies/companies is representative and is not all inclusive.

b. Representative Municipal and Government Projects

Below is a list of representative Municipal and Governmental Projects where **RGEC** was the project engineer of record.

i. Project Name & Location: North 17th Street (Bus 83) – Donna, Texas

ii. Year Completed: 2016

iii. Short Project Description: **RGEC** performed engineering and surveying services for preparing of construction plans, provided administrative services for the bidding of and awarding of a construction contract, and is providing construction administration services for the reconstruction of North 17th Street with approximate limits being from the Rio Valley Switching Company right-of-way on the south to Hester Avenue on the north. The street will be reconstructed with concrete pavement. Geotechnical engineering services are being provided as an additional service through the use of a geotechnical engineering consultant. A boundary and topographic survey were performed to establish horizontal and vertical control. Two benchmarks for use in the development of the project were set. Cross-sections of the project at every 100' were done to collect detailed topographic information. The existing right-of-way was mapped using existing plat information. Close coordination with utility companies was done in order to identify and resolve potential conflicts with underground utilities. This project has been bid, awarded, and is under construction. **RGEC** is providing construction administration and inspection.

iv. Name Address & Phone No. of Owner & Contact Person:
Owner Name: City of Donna
Owner Address: 307 S. 12th Street, Donna, TX 78537
Owner Phone Number: 956-464-3314
Contact Name: Robert Escobar, Jr. / Planning Director
Contact Address: 307 S. 12th Street, Donna, TX 78537
Contact Phone Number: 956-464-3314

v. Cost of Construction Project: $358,977.85

vi. Name, Address, & Phone No. of Contractor and Engineer:
Contractor Name: RDH Site & Concrete, LLC
Contractor Address: 3809 Clavel St Suite D, Palmview, TX 78572
Contractor Phone Number: 956-502-5426
Engineer Name: R. Gutierrez Engineering Corporation
Engineer Address: 130 E. Park Ave, Pharr, TX 78577
Engineer Phone No.: 956-782-2557

vii. Design & Construction Cost, Was it Completed on Time:
Design Cost: $37,038.47
Construction Cost: $358,977.85

i. Project Name & Location: South Hutto Road – Donna, Texas

ii. Year Completed: 2017

iii. Short Project Description: **RGEC** performed engineering and surveying services for preparing of construction plans, provided administrative services for the bidding of and awarding of a construction contract, and is providing construction administration services for the S. Hutto Road project, with limits being South Avenue on the south to Sunset Street on the north. The street will be reconstructed with an asphalt pavement. As part of the project development, and to improve drainage conditions of the local area, coordination with TXDOT was done to get approval to connect additional inlets to the TXDOT drain line that runs from BUS83 southward within the Hutto Road right-of-way. The roadside ditches will be re-graded to improve the flow of rainfall runoff to the nearest inlet. The project also includes the construction of a 12-inch water line along Hutto Road, from Aldrin Drive on the south, to just north of the Rio Valley Switching Company (RVSC) railroad tracks on the north. The 12-inch water line will include construction by means of jacking and boring under BUS83 and the RVSC railroad tracks and will connect to an existing 8-inch water line on the north side of the railroad tracks that runs north to IH 2. It will bring water services up to current standards along the entire segment of S. Hutto Road from just north of the RVSC railroad tracks to South Avenue. Geotechnical engineering services are being provided as an additional service using a geotechnical engineering consultant. A boundary and topographic survey were performed to establish horizontal and vertical control and 2 benchmarks for use in the development of the project were set. Cross-sections of the project at every 100' were done to collect detailed topographic information. The existing right-of-way was mapped using existing plat information. Close coordination with utility companies was done to identify and resolve potential conflicts with underground utilities. **RGEC** is providing construction administration and inspection during the construction phase.

iv. Name Address & Phone No. of Owner & Contact Person:
Owner Name: City of Donna
Owner Address: 307 S. 12th Street, Donna, TX 78537
Owner Phone Number: 956-464-3314
Contact Name: Robert Escobar, Jr. / Planning Director
Contact Address: 307 S. 12th Street, Donna, TX 78537
Contact Phone Number: 956-464-3314

v. Cost of Construction Project: $628,179.38

vi. Name, Address, & Phone No. of Contractor and Engineer:
Contractor Name: IOC Company, LLC
Contractor Address: 9312 E Curve Rd, Edinburg, TX 78542
Contractor Phone Number: 956-380-2897
Engineer Name: R. Gutierrez Engineering Corporation
Engineer Address: 130 E. Park Ave, Pharr, TX 78577
Engineer Phone No.: 956-782-2557

vii. Design & Construction Cost, Was it Completed on Time:
Design Cost: $54,814.23
Construction Cost: $688,560.48

i. Project Name & Location: Navarro Street Improvements – Pharr, Texas

ii. Year Completed: 2016

iii. Short Project Description: **RGEC** was hired by the City of Pharr to design and oversee the construction of this ½ mile street. **RGEC** worked as Project Engineer responsible for the development of plans and specifications for the re-construction of the existing rural roadway, which consists of upgrading the existing rural roadway to an urban roadway with curb and gutter. The project also includes sidewalks, design of storm drainage facilities and outfall improvements. **RGEC** conducted field surveys to collect information required for design of the project. Close coordination with utility companies was required in order to identify and resolve conflicts with underground utilities. Bidding and specification documents were prepared. **RGEC** provided construction administration and inspection during the construction phase of the project.

iv. Name Address & Phone No. of Owner & Contact Person:
Owner Name: City of Pharr
Owner Address: 118 South Cage Boulevard, Pharr, TX 78577
Owner Phone Number: 956-402-4242
Contact Name: Omar Anzaldua, PE
Contact Address: 118 South Cage Boulevard, Pharr, TX 78577
Contact Phone Number: 956-402-4242

v. Cost of Construction Project: $810,240.50

vi. Name, Address, & Phone No. of Contractor and Engineer:
Contractor Name: Texas Cordia Construction, LLC
Contractor Address: 3149-A Center Pointe Drive, Edinburg, Texas 78539
Contractor Phone Number: 956-627-6181
Engineer Name: R. Gutierrez Engineering Corporation
Engineer Address: 130 E. Park, Pharr, TX 78577
Engineer Phone No.: 956-782-2557

vii. Design & Construction Cost, Was it Completed on Time:
Design Cost: $55,730
Construction Cost: $810,240.50
This project was completed on schedule

i. Project Name & Location: West Veracruz Street Improvements – Pharr, Texas

ii. Year Completed: 2013

iii. Short Project Description: **RGEC** was hired by the City of Pharr to design and oversee the construction of this 630-foot street. **RGEC** provided engineering services for street, drainage, adjustments and relocation of utilities beginning at the intersection of South Cage Boulevard. **RGEC** conducted field surveys to collect information required for design of the project. Coordinated with utility providers in researching the location of existing facilities. Identified existing ROW limits. Prepared schematic layouts of the proposed pavement, drainage, and utility relocation of existing water and sanitary improvements. Provided calculations of the storm water hydrology and hydraulic conditions of the storm street improvements and the outfall ditch. Prepared bidding documents and provided construction oversight.

iv. Name Address & Phone No. of Owner & Contact Person:
Owner Name: City of Pharr
Owner Address: 118 South Cage Boulevard, Pharr, TX 78577
Owner Phone Number: 956-402-4242
Contact Name: Omar Anzaldua, PE
Contact Address: 118 South Cage Boulevard, Pharr, TX 78577
Contact Phone Number: 956-402-4242

v. Cost of Construction Project: $155,519.50

vi. Name, Address, & Phone No. of Contractor and Engineer:
Contractor Name: Alvarez Construction
Contractor Address: 613 Ferguson Rd, Donna, TX 78537
Contractor Phone Number: 956-461-6800
Engineer Name: R. Gutierrez Engineering Corporation
Engineer Address: 130 E. Park, Pharr, TX 78577
Engineer Phone No.: 956-782-2557

vii. Design & Construction Cost, Was it Completed on Time:
Design Cost: $15,050.00
Construction Cost: $155,519.50
This project was completed on schedule

i. Project Name & Location: McColl Road (Dicker Road to Orangewood Drive) – McAllen, Texas

ii. Year Completed: 2014

iii. Short Project Description: Worked as Project Engineer responsible for the design of an approximately 2½ - mile section of a 2-lane urban off-system, non-freeway road consisting of grading, curb & gutter, lime treated sub-grade, flexible base, asphaltic concrete paving, storm sewer structures, sidewalk and wheel chair ramps, traffic signals, signing and pavement marking and bridge replacement. Work included schematic design, right-of-way map, parcels, environmental assessment and public involvement as well as horizontal and vertical alignment design, flexible pavement design, hydrologic analysis and hydraulic design, storm sewer design, curb and gutter design, bridge design, traffic signal design, earthwork design, signing and striping design, storm water pollution prevention plan, and traffic control plan.

iv. Name Address & Phone No. of Owner & Contact Person:
Owner Name: Hidalgo County Precinct #2 / TXDOT
Owner Address: 300 W. Hall Acres Road, Suite G., Pharr, TX 78577
Owner Phone Number: 956-221-4466
Contact Name: Commissioner Hector "Tito" Palacios
Contact Address: 300 W. Hall Acres Road, Suite G., Pharr, TX 78577
Contact Phone Number: 956-221-4466

v. Cost of Construction Project: $6,048,672

vi. Name, Address, & Phone No. of Contractor and Engineer:
Contractor Name: Foremost Paving
Contractor Address: 22630 N. FM88, Elsa, Texas 78543
Contractor Phone Number: 956-316-8911
Engineer Name: R. Gutierrez Engineering Corporation
Engineer Address: 130 E. Park, Pharr, TX 78577
Engineer Phone No.: 956-782-2557

vii. Design & Construction Cost, Was it Completed on Time:
Design Cost: $893,573
Construction Cost: $6,048,672
Construction for this project was turned over to TXDOT after completion of engineering design.

i. Project Name & Location: Jackson Rd Paving/Drainage Improvements – Edinburg, Texas.

ii. Year Completed: 2010

iii. Short Project Description: Worked as Project Engineer responsible for the development of schematic design, right-of-way map, plans, specifications and estimate for the improvement of an existing two-lane road to a five-lane road with shoulders and a continuous left-turn lane. This project was developed from conception through the final design stage. Work included Drainage Design, irrigation structure adjustments, and Preparation of Plans Specifications and Estimate (PS&E). The work also included project management. Survey work includes collecting of all topographic information and establishing horizontal and vertical control for use in developing the project. Prepared bidding documents and provided construction oversight.

iv. Name Address & Phone No. of Owner & Contact Person:
Owner Name: City of Edinburg
Owner Address: 415 W. University Drive, Edinburg, Texas 78541
Owner Phone Number: 956-388-8210
Contact Name: : Ponciano Longoria, PE – Director of Public Works
Contact Address: 415 W. University Drive, Edinburg, Texas 78541
Contact Phone Number: 956-388-8210

v. Cost of Construction Project: $2,972,700.45

vi. Name, Address, & Phone No. of Contractor and Engineer:
Contractor Name: Valley Paving, Inc.
Contractor Address: 321 E. 2 Mile Line – Mission, Texas 78572
Contractor Phone Number: 956-565-5908
Engineer Name: R. Gutierrez Engineering Corporation
Engineer Address: 130 E. Park, Pharr, TX 78577
Engineer Phone No.: 956-782-2557

vii. Design & Construction Cost, Was it Completed on Time:
Design Cost: $176,000
Construction Cost: $2,972,700.45
This project was completed on schedule.

i. Project Name & Location: West Sioux Rd Paving/Drainage Improvements – Pharr, Texas

ii. Year Completed: 2010

iii. Short Project Description: **RGEC** worked as Project Engineer responsible for the development of plans and specifications for the construction of paving and drainage improvements of a two-lane road to a 5-lane urban curb and gutter section consisting of two travel lanes in each direction and a continuous left turn lane. The project included construction of storm drainage facilities and outfall improvements.

iv. Name Address & Phone No. of Owner & Contact Person:
Owner Name: City of Pharr
Owner Address: 118 South Cage Boulevard, Pharr, TX 78577
Owner Phone Number: 956-402-4242
Contact Name: Omar Anzaldua, PE
Contact Address: 118 South Cage Boulevard, Pharr, TX 78577
Contact Phone Number: 956-402-4242

v. Cost of Construction Project: $490,116.50

vi. Name, Address, & Phone No. of Contractor and Engineer:
Contractor Name: Asago Construction, LLC
Contractor Address: 2112 S. Shary Rd #17 – Mission, Texas 78572
Contractor Phone Number: 956-607-0741
Engineer Name: R. Gutierrez Engineering Corporation
Engineer Address: 130 E. Park, Pharr, TX 78577
Engineer Phone No.: 956-782-2557

vii. Design & Construction Cost, Was it Completed on Time:
Design Cost: $51,462
Construction Cost: $490,116.50
This project was completed on schedule

i. Project Name & Location: North I Road (Phase II) – Pharr, Texas

ii. Year Completed: 2007

iii. Short Project Description: The project consisted of the reconstruction and widening of an existing two-lane road to a five-lane road with shoulders and a continuous left-turn lane. The project was completed in 2 phases with Phase I being from SH 495 to ¼ Mile N. of Owassa Road and Phase II being from ¼ Mile N. of Owassa Road to US Highway 281. This project was developed from conception through the final design stage. Work included Route and Design Studies, Social, Economic, Environmental Studies and Public Involvement, Right of Way Maps and Data, Utility Adjustments, Surveying, Soils and Geotechnical Studies, Pavement Design, Roadway Design, Drainage, Signing, Markings and Signalization, Traffic Control Plans, Bridge Design, miscellaneous items, and Preparation of Plans Specifications and Estimate (PS&E). The work also included project management. The firm was responsible for the development of a right-of-way map for right-of-way to be acquired for this project. Property parcel maps and parcel metes and bounds for 73 parcels were prepared as part of the right-of-way mapping for use in acquiring the land necessary for the drainage ditch expansion. Detailed design surveying consisted of acquiring detailed topographic survey of the project area including cross-sections of the ditch right-of-way. Benchmarks were placed along the project length for later use in construction.

iv. Name Address & Phone No. of Owner & Contact Person:
Owner Name: Hidalgo County Precinct #2 / TXDOT
Owner Address: 300 W. Hall Acres Road, Suite G., Pharr, TX 78577
Owner Phone Number: 956-221-4466
Contact Name: Commissioner Hector "Tito" Palacios
Contact Address: 300 W. Hall Acres Road, Suite G., Pharr, TX 78577
Contact Phone Number: 956-221-4466

v. Cost of Construction Project: $14,700,000 (Estimated Construction Cost)

vi. Name, Address, & Phone No. of Contractor and Engineer:
Contractor Name: Construction of project managed by TXDOT
Contractor Address: Construction of project managed by TXDOT
Contractor Phone Number: Construction of project managed by TXDOT
Engineer Name: R. Gutierrez Engineering Corporation
Engineer Address: 130 E. Park, Pharr, TX 78577
Engineer Phone No.: 956-782-2557

vii. Design & Construction Cost, Was it Completed on Time:
Design Cost: $1,561,853
Construction Cost: $14,700,000 (Estimated Construction Cost)
Construction for this project was turned over to TXDOT after completion of engineering design.

In addition to the various road and street improvement projects listed above, **RGEC** provided engineering and project management services for multiple Border Colonia Access Roads Program projects. Work consisted of developing plans and specifications for the improvement of existing *colonia* streets which were upgraded to curb and gutter residential streets and included a storm sewer system. Sidewalks were also included where funding was available. Survey work included identification of road right-of-way, topography and construction staking. Contract administration and construction inspection services were also provided. Below is a list of Colonia Projects that were done by **RGEC** with projects falling within the **City of San Juan** or its ETJ are indicated by an asterisk (*).

- Country Living Estates
- El Charro Subdivision No. 2
- Eldora Gardens Subdivision*
- Las Haciendas
- Las Milpas Subdivision
- LJ Subdivision #1
- McColl Estates Subdivision
- Morning Sun Subdivision
- North Alamo Village
- Northside Village Subdivision
- Pentecostal Subdivision
- Primavera I*
- Rancho Escondido Subdivision
- Red Barn Subdivision
- Roadrunner Subdivision II
- RSW Unit I*
- Santana (Nadia Street) Subdivision*
- South Tower Estates
- Southfork Estates Subdivision
- Southside Village Subdivision
- Tiny Acres Subdivision
- Val-Bar Subdivision

c. Projects Currently Under Contract

RGEC is currently operating at approximately 50% capacity. It has the capability to incorporate the proposed project into its' current design schedule with ease. **The firm currently has 10 employees with 3 registered professional engineers, 1 engineer-in-training and 1 registered public land surveyor**. With this amount of staffing, the firm is able to distribute the work strategically to enable work on several projects simultaneously. This, together with the fact that the firm is currently operating at less than full capacity and is in the process of completing several projects, will allow us to incorporate the project into our design schedule with ease. The following is a list of engineering projects currently under contract:

- **Halff & Associates** – IBTC Segment from STA350+ to the east
- **City of Pharr** – Jones Box Park
- **City of Pharr** – Tri-City Pedestrian Improvement Project (Sidewalks)
- **City of McAllen** – Drainage Bond 2018 / Group C
- **Hidalgo County Drainage District No.1/Precinct 1** – Mercedes 2018 Bond Drainage Project
- **City of Mercedes** – 10th Street Sidewalks Project
- **City of La Feria** – Scott Sloan Park Design & Veterans Park Design
- **City of La Feria** – Multiple City Street Rehabilitation
- **City of McAllen** – Jay and Main Street Drainage Improvement
- **City of McAllen** – Harvey Drainage Lift Station Upgrade
- **City of Harlingen** – Storm Sewer Plans

TAB 6

Divider #6: Management and Organizational Approach

a. Understanding of Project

RGEC understands that the **City of San Juan** is requesting Statements of Qualifications for Engineering Services from firms with engineering services to be specified more fully in a contract agreement to be negotiated after selection. These projects would be similar to numerous street and utility infrastructure projects **RGEC** has completed in the past. Issues to be addressed are keeping costs within budget, completing the project on schedule, and providing the highest quality service. The Engineer(s) will be required to retain and be responsible for all basic engineering for the scope of work negotiated. The Engineer(s) is also required to identify and select the appropriate construction company(s); however, the City reserves the right to approve the proposed construction company that will be associated with the project.

b. Performance of Services

RGEC will be responsible for delivery of the engineering design and construction administration services and any land surveying services required for this project. **RGEC** will perform the civil engineering and surveying services needed and will bring on sub-consultants as necessary to cover geotechnical, electrical, structural or other engineering disciplines as may be needed.

Once ready to commence, **RGEC** will hold a project concept conference with City officials to clearly determine the scope of the work to be undertaken. A preliminary office survey will be undertaken to determine the existing right-of-way. If acquiring right-of-way or easements is necessary, then the scope of the work will include surveying and determination of property ownership. A geotechnical survey to determine the condition of the existing soils will be conducted and a preliminary project design will be developed. A preliminary engineer's estimate of probable costs will be created for further planning of the project.

Once the project concept conference is completed, a detailed topographic design survey will be conducted for establishing the basis for design. A detailed design will be undertaken. Any utility adjustments identified will be coordinated with the appropriate utility companies. Once the design is finalized, the right-of-way is acquired and utilities are adjusted, the project can be let to bid.

When the bids are received, bidders' qualifications will be reviewed and the lowest qualified bidder will be recommended for award of the project. **RGEC's** project inspector will see that the Contractor constructs the project according the plans and specifications. Construction materials will be tested by a construction materials testing lab to verify the materials used meet the requirements of the specifications. Upon completion, a final inspection will be conducted. Incomplete or unsatisfactory items discovered during the inspection will be completed or redone by the Contractor and final payment to the Contractor will be approved after all items are completed to close out the project.

c. Solicitation in Programming & Design of Interested Stakeholders

Every project has goals and objectives that are unique. To best attain the goals and objectives for any project undertaken by **RGEC** for the **City of San Juan**, **RGEC** will rely on involvement and input from City staff, the City Commission, and interested citizens. This process will be facilitated by the principal-in-charge and project manager by meeting on site with the City staff and by presenting the project during the early development stage to the City Commission and by hosting a public involvement type meeting for interested project stakeholders.

These meetings will help establish facts, needs, goals, and clarify project issues to be addressed in the project design. The conclusion of the solicitation of interested stakeholders effort will identify, summarize, and clarify specific project requirements to be addressed. This method of allowing all project stakeholders to have input into the design and development of the project is the most appropriate method of ensuring a successful project.

d. Project Scheduling, Coordination with Consultants, Quality and Cost Control

A detailed work schedule will be prepared and submitted for approval by the City. The work schedule will provide work sequences and review times of the work performed. **RGEC** will distribute the approved project schedule to all team members, including other consultants and diligently pursue the completion of the project, as defined by the milestones and deliverable due dates outlined in the work schedule. **RGEC** will attend meetings with the City to communicate all progress and to assist in the decision making process. **RGEC** will also assist the City at meetings with other entities as may be needed.

RGEC is committed to providing **quality professional services** for the **City of San Juan**, from design and development of construction documents through the construction administration phase of the project. A quality product is produced when top management and the entire team, including sub-consultants, fully understand and are committed to quality techniques and practices. At **RGEC**, "quality" is the responsibility of the entire staff. Management sets the "quality" standards required on each individual project and each team member works to achieve those standards.

A **Quality Control Plan** will be developed for the project. This plan allows **RGEC** to identify objectives and priorities as well as establish quality control policies and requirements for each team member. The plan establishes project schedules and milestones, the project construction budget and working budget.

The project will be divided into four distinct review phases. Phase I is from conception to approximately 30% completion of construction documents. Phase II continues to approximately 60% completion of construction documents. Phase III is through the completion of the construction documents. Phase IV covers the construction phase. These four review phases take place regardless of whether a formal submission is required and can be modified to meet a different review schedule if preferred by the City. **RGEC** will have regular meetings with the City staff to keep them abreast of the progress on the project and adherence to the project's QA/QC Plan.

e. Approach for Communication with the City

The project manager will be responsible for all project coordination and communication with the City's appointed project personnel. Communications in the form of meetings, email, or telephone conversations will all be documented and minutes or notes of these communications will be distributed to all project team members, including management of both the City and **RGEC**.

f. Approach to Code Analysis and Jurisdictional Approval

RGEC has considerable knowledge in Federal, State and Local Regulations, Policies and Procedures as well as the requirements of numerous governmental regulatory agencies. Included in these numerous agencies are Hidalgo County, Hidalgo County Drainage District No. 1, the various Irrigation Districts in the area, EPA, TCEQ, TXDOT, IBWC, TDLR, and

various utility companies such as telephone, electric, water and gas. **RGEC** will communicate and coordinate with each agency with jurisdiction for the project to obtain the latest requirements pertaining to the project and to obtain final approval by ensuring that all requirements are met or adhered to.

TAB 7

Divider #7: Required Forms

- A Completed and Signed Original RFQ No. 23-010-03-16
- Notice of Intent to Respond
- Conflict of Interest Form
    i. **R. Gutierrez Engineering** does **not** have any affiliations or business relationships that may cause a conflict of interest with the City of San Juan. A recorded copy of the conflict of interest form is attached.
- Form 1295

- **Divider #6: Management and Organizational Approach**

  On two pages or less, please describe your management and organization approach to the project. The following should be addressed within this description:

  a. Describe your firm's understanding of the project.
  b. Describe how the firm will organize to perform the services.
  c. Describe how the firm will solicit in the programming and design phases the interested stakeholders. This includes community residents, city commission, staff and users.
  d. Provide procedures for assisting in the development of project scheduling, coordination of consultants, quality and cost control.
  e. Describe the Engineering team's approach to communication with the City.
  f. Description of Engineer's approach to code analysis and jurisdictional approvals.

Firm is responsible for registering by email for notice of addendums.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFQ. Firm accepts all terms of the RFQ submittal process by signing this letter of interest and making the RFQ submittal.

This RFQ shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm's Name: R. Gutierrez Engineering Corporation

Authorized Signature: P.E.

Print Name: Ramiro Gutierrez, P.E.

Title: President

Date: 3-10-2023

Telephone: 956-782-2557

E-Mail: rgutierrez@rgec.net

NOTICE OF INTENT TO RESPOND

Firms interested in submitting a PROPOSAL on **ENGINEERING SERVICES - RFQ NO. 23-010-03-16** as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to March 10, 2023, 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: R. Gutierrez Engineering Corporation
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*)

Contact Name: Ramiro Gutierrez, PE President
[Please print or type name] [Title]

Address: 130 E. Park Avenue, Pharr, TX 78577
[Mailing]

[Street, if different]

Telephone: 956-782-2557
[Print or type telephone number]

Fax: 956-782-2558
[Print or type telephone number]

Email: rgutierrez@rgec.net
[Print or type]

Ramiro Gutierrez, P.E. 3/3/23

VG-1257-2023-3424758

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 3424758

Recorded On: February 24, 2023 01:02 PM

Billable Pages: 2

Number of Pages: 3

CONFLICT OF INTEREST

*******Examined and Charged as Follows*******

Total Recording: $ 40.00

*******THIS PAGE IS PART OF THE DOCUMENT*******

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document No:	3424758
Receipt No:	20230224000230
Recorded On:	February 24, 2023 01:02 PM
Deputy Clerk:	Olga Garcia
Station:	CH-1-CC-K21

Record and Return To:

R. Gutierrez Engineering Corporation
130 East Park Ave
original returned to customer
Pharr TX 78577

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

R. Gutierrez Engineering Corporation

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NONE

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Ramiro Gutierrez — Ramiro Gutierrez

Signature of vendor doing business with the governmental entity

February 24, 2023

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-994087

Date Filed:
03/14/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
R. Gutierrez Engineering Corporation
Pharr, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of San Juan

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ No. 23-010-03-16
Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gutierrez, Ramiro	Pharr, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ramiro Gutierrez, and my date of birth is 12/01/1960.

My address is 1203 S. Gumwood St. (street), Pharr (city), TX (state), 78577 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 14 day of March (month), 20 23 (year).

Ramiro Gutierrez, P.E.
Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Discussion and Action, if any, to Terminate Contract Agreement Services with Cruz-Hogan Consultants on Any and All Future Texas Water Development Drinking Water State Revolving Funds (DWSRF) and Clean Water State Revolving Funds (CWSRF).

STAFF COMMENTS AND RECOMMENDATIONS:

On February 12, 2013, during a regular scheduled meeting, the City Commission awarded Cruz-Hogan Consultants Inc., with an agreement to extend to all Texas Water Development Drinking Water State Revolving Funds (DWSRF) and Clean Water State Revolving Funded (CWSRF) Projects for the year beginning 2013 and subsequent years. By terminating this contract, it will give the city staff an opportunity to bid any future Texas Water Development Board Funded projects.

RECOMMENDATION:

Recommend as presented.

PREPARED BY:
Benjamin Arjona,
City Manager

APPROVED BY:
Benjamin Arjona, City Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Discussion and Action, if any, Ratifying the Hidalgo County Drainage District No. 1 Request for the Use of City Facilities as Early Voting and Election Day Polling Locations for the May 6, 2023 General Election. [Brenda Escalante, City Secretary]

STAFF COMMENTS AND RECOMMENDATIONS:

The Hidalgo County Drainage District No. 1 is requesting the use of the San Juan Memorial Library for early voting and for election day, May 6, 2023. In addition, they are requesting the use of the San Juan Fire Station #2 on election day. In the past, the City of San Juan has approved the use of the facilities.

RECOMMENDATION:

As recommended by the City Commission.

PREPARED BY:
Brenda Escalante,
City Secretary

APPROVED BY:
Benjamin Arjona, City
Manager

Hidalgo County Drainage District No. 1
Early Voting and/or Election Day
Polling Location Request Form

Facility Requested: Multi-Purpose Room		
San Juan Memorial Library **1010 S. Standard Ave.** **San Juan Texas**	**Early Voting** April 24, 2023, through May 2, 2023 Approximately from 7 a.m. – 7 p.m.	**Election Day** Saturday, May 6, 2023 7 a.m. – 7 p.m.

Contact Information			
Contact #1	Name: Lora Briones	Title: Chief Financial Officer	
Phone #: 956-292-7080 ext. 5803		Email: lora.briones@hcdd1.org	
Contact #2	Name: Alvaro Chuc	Title: Accounting Director	
Phone #: 956-292-7080 ext 5827		Email: alvaro.chuc@hcdd1.org	
Contact #3	Name: Raul Sesin PE CFM	Title: General Manager	
Phone #: 956-292-7080 ext. 5801		Email: Raul.Sesin@hcdd1.org	

Please check ALL that apply	**YES**	**NO**
Is the **Hidalgo County Drainage District No. 1** authorized to use this facility?		
Can the following be provided:	**YES**	**NO**
• Tables and Chairs		
• Facility restrooms (stocked with hand soap, paper towels, and toilet paper)		
• Water fountains		
• Breakroom, if available		
• Parking for Election Judge and Clerks		
Has the staff of the building been informed of the usage for this upcoming election?		

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

_____ _____ _____

Signature Print Name Date

PLEASE FAX/EMAIL THIS FORM AS SOON AS POSSIBLE

Hidalgo County Drainage District No. 1
Early Voting and/or Election Day
Polling Location Request Form

Facility Requested: Fire Station #2		
San Juan Fire Station #2 **2301 N. Raul Longoria** **San Juan, Texas**		**Election Day** Saturday, May 6, 2023 7 a.m. – 7 p.m.

Contact Information			
Contact #1	Name: Lora Briones	Title: Chief Financial Officer	
Phone #: 956-292-7080 ext. 5803		Email: lora.briones@hcdd1.org	
Contact #2	Name: Alvaro Chuc	Title: Accounting Director	
Phone #: 956-292-7080 ext 5827		Email: alvaro.chuc@hcdd1.org	
Contact #3	Name: Raul Sesin PE CFM	Title: General Manager	
Phone #: 956-292-7080 ext. 5801		Email: Raul.Sesin@hcdd1.org	

Please check ALL that apply	**YES**	**NO**
Is the **Hidalgo County Drainage District No. 1** authorized to use this facility?		
Can the following be provided:	**YES**	**NO**
• Tables and Chairs		
• Facility restrooms (stocked with hand soap, paper towels, and toilet paper)		
• Water fountains		
• Breakroom, if available		
• Parking for Election Judge and Clerks		
Has the staff of the building been informed of the usage for this upcoming election?		

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

Signature _____ Print Name _____ Date _____

PLEASE FAX/EMAIL THIS FORM AS SOON AS POSSIBLE

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Consideration and Action, if any, Authorizing the Mayor to Ratify a Contract with Hidalgo County Elections Administrator for Election Services. [Brenda Escalante, City Secretary]

STAFF COMMENTS AND RECOMMENDATIONS:

A contract for Elections Services with the Hidalgo County Elections Department for the General City of San Juan Election is to be held on May 6, 2023.

RECOMMENDATION:

As recommended by the City Commission.

PREPARED BY:
Brenda Escalante,
City Secretary

APPROVED BY:
Benjamin Arjona, City
Manager

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, **Hilda A. Salinas**, hereinafter referred to as **"ELECTIONS ADMINISTRATOR"**, on behalf of Hidalgo County, a political subdivision of the State of Texas, and **CITY OF SAN JUAN** hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called a **GENERAL ELECTION** to be held on **MAY 6, 2023**;

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **MAY 6, 2023**, election of the ENTITY(the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code, when applicable two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Section 271.003 (a) & (b) the location of a common polling place may be a regular county polling place used in a joint election, where the voters of a particular election precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the election precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election; and

WHEREAS, pursuant to Section 43.007 of the Texas Election Code, the COUNTY has approved participation in a **countywide / districtwide** program. Therefore, districtwide polling places will be used for the election held on **MAY 6, 2023**, and any resulting runoff.

WHEREAS, pursuant to Section 43.007(e), each countywide/districtwide polling place must allow a voter to vote in the same elections in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, ELECTIONS ADMINISTRATOR has provided costs for election services to be rendered by ELECTIONS ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ELECTIONS ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **MAY 6, 2023**, and any runoff, if applicable.

1.02 If applicable, acknowledgement of Shared Polling Places. The ENTITY acknowledges that the ELECTIONS ADMINISTRATOR, as the County's Contracting Officer in accordance with Section 31.092 of the Texas Election Code, may enter into similar Election Services Contracts with any other entity in the same county that may be running their election concurrently. In such event, the ENTITY agrees to share common polling places with the other entities. It is not the intent of this paragraph to establish a joint election, but rather to share services, equipment, and the costs when it is appropriate, efficient, and economical to do so.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ELECTIONS ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, code and distribute Hart Hybrid voting systems, election equipment and transport equipment to and from the polling locations, including Early Voting and Election Day polling locations, for the ENTITY;

(B) Prepare and provide Hart Hybrid training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every Hart Hybrid voting machines to be utilized by ENTITY during Early Voting and Election Day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling locations with the Voter Registration Database. To include laptop(s), training for poll book,

insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1. Ballots (print and distribution only);
2. Election kits and election paperwork;
3. Ballot boxes and voting booths;

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Prepare Writ of Election to election officers and notice of appointment to Presiding judges, and notify the election judges of the date, time and place of the election as required by law.

(J) Prepare, distribute, and publish joint notice of election as required by Texas Election Code Section 4.003(a)(1) and Early Voting and Election Day schedules;

(K) Notice will also be posted on the Hidalgo County elections website as per Texas Election Code Section 4.008.

(L) Procure and pay election judges and clerks for Early Voting and districtwide Election Day voting;

(M) Provide general supervision during the contracted Election period. Advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY may be provided on an as needed basis;

(N) Procure and pay Ballot Board members;

(O) Provide information for election officers;

(P) Provide such incidental related services as may be necessary to conduct the election;

(Q) Serve as the Early Voting Clerk;

(R) Establish a Central Counting Station for the purpose of tabulating ballots; and

(S) Tabulate election results in preparation for ENTITY's canvassing.

(T) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty-two month preservation period.

(U) The ELECTIONS ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(V) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor;

(W) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ELECTIONS ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(X) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ELECTIONS ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff Election services to be rendered by the ELECTIONS ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ELECTIONS ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff.

(Y) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to prohibiting firearms on the premises of a polling place;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the proportionate cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $14.00 per hour for Election Judges and $12.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and Election Day and pay the proportionate cost for training of Judges and Clerks at the rate of $10.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and Election Day;

(D) Canvass the Election Results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; and

(2) the authority with whom documents are filed under Title 15. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty two month preservation period.

(F) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(G) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(H) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ELECTIONS ADMINISTRATOR for the costs of services for a Runoff election.

(I) Create the appropriate ballot style and candidate placement for the Entity's election. Once confirmed and/or corrected Entity shall verify the appropriateness of their ballot under the law.

(J) Procure Early Voting polling places and Election Day polling places; Provide contact information on the approval (s) for the use of Early Voting and Election Day polling locations.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ELECTIONS ADMINISTRATOR shall have no responsibility for ensuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results. In addition, ELECTIONS ADMINISTRATOR shall have no responsibility for creating the appropriate ballot and candidate placement for the Entity's election.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ELECTIONS ADMINISTRATOR, the ENTITY agrees to pay ELECTIONS ADMINISTRATOR for the following costs of services:

6.01 HART Hybrid:

(A) One base charge of $475.00 for Coding Hybrid voting machines, a $25.00 additional charge per additional ballot styles and a minimum of a $10.00 charge for requested changes on Coded Ballot;
(B) A $10.00 recording fee for each Audio File;
(C) Cost of creating election media, such as but limited to V-drives, Verity Keys; etc. at $100.00 per location.
(D) The amount of $610.00 leasing fee for each Verity Scan/ Ballot Box, a $150.00 leasing fee for each Verity Duo Go (curbside) Voting Machine, a $465.00 leasing fee for each Verity Controller, and a $447.00 leasing fee for each Verity Touch Duo Voting Machine;
(E) Cost of delivery and pick-up of Verity Duo Voting Equipment for Each Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
(F) The above described fees shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

(A) Database access at $100.00 per day;
(B) To include but not limited to the Early Voting and Election Day laptop rentals at $150.00 per location;
(C) Printer label fee of $.03 per label (price subject to change);
(D) Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and Election Day Combination forms, maps, election kits, Verity Access Thermal code paper and 'I VOTED' stickers. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, mail ballot box(es), custom signs and flags; and PPE's for

poll workers.

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable)

6.06 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered and if applicable;

6.07 (A) Cost of judges and election workers for time worked to be submitted to the ENTITY by the ELECTIONS ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a the cost of payroll for election workers at $14.00 per hour for Election Judge, $12.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $10.00 per hour per person;
(B) Reimburse the County for the cost of payroll overtime incurred by County for regular full time County employees who work during the contracted election (cost to be shared with each contracted entity);

6.08 Pay for the cost of the Ballot Board judge at $14.00 per hour and Ballot Board clerks at $12.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $4.99 per phone line;

6.12 Billing:

(A) The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

(B) After the election and as soon as practicable, upon receiving final invoice from third party vendors, the ELECTIONS ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

(C) Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

(D) Payment shall be made by check payable to the Hidalgo County Elections Department.

(E) Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall

be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Hilda Salinas
Elections Administrator
Hidalgo County Elections Department
PO Box 659
Edinburg, Texas 78540

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

(F) Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto

SIGNED this 21st day of March, 2023

APPROVAL COUNTY OF HIDALGO:

BY: _____

RICHARD F. CORTEZ
COUNTY JUDGE

BY: _____
ARTURO GUAJARDO, JR.

COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
HILDA SALINAS

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
Toribio "Terry" Palacios

BY: _____
JOSEPHINE RAMIREZ SOLIS,
Assistant District Attorney

The City of San Juan
ENTITY

BY: _____
Mario Garza, Mayor

ATTEST:

BY: _____

PRINT: Brenda Escalante

TITLE: City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Consideration and Action, if any, on an Interlocal Cooperation Agreement Between the County of Hidalgo and City of San Juan to Provide Efficient and Effective Library Services for County Residents. [Armandina Sesin, Library Director]

STAFF COMMENTS AND RECOMMENDATIONS:

The Interlocal Cooperation Agreement is a yearly agreement between the City of San Juan and Hidalgo County. Hidalgo County has established the Hidalgo County Library System (HCLS) to acquire library materials, supplies, services, electronic databases, audiovisual equipment, computer hardware, software and other resources for library services for the use of the City's library by residents of San Juan and residents of the County of Hidalgo.

The amount the City of San Juan/San Juan Memorial Library will receive is $14,588.00. These funds will be used to provide library services to about 54,000 county residents.

RECOMMENDATION:

Enter into an Interlocal Cooperation Agreement between the City of San Juan and Hidalgo County to Provide Efficient and Effective Library Services to County Residents.

PREPARED BY:
Brenda Escalante,
City Secretary

APPROVED BY:
Benjamin Arjona, City
Manager

AT 1:30 FILED O'CLOCK P M
FEB 06 2023
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPU

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF SAN JUAN, TEXAS

This Agreement is made effective as of this 2nd day of February, 2023, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF SAN JUAN, TEXAS hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2023; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to County: County of Hidalgo
Attention: Richard F. Cortez, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to City: City of San Juan, Texas
Attn: City Manager
701 S Nebraska
San Juan, Texas 78589

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

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

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. Assignment. This Agreement shall not be assignable.

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

15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms

17. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. Commitment of Current Revenues Only. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.

19. Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this 2nd day of February, 2023.

HIDALGO COUNTY, TEXAS

Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

By: _____
Brenda Escalante., City Secretary

APPROVED BY COMMISSIONERS COURT ON: 2/2/23

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____
Josephine R. Solis

CITY:
By: _____

_____, City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Consideration and Action, if any, on a Resolution for the Submission of an Application to Participate in the ICS (Insured Cash Sweep) Investment Account, Allowing the City to Invest its Funds in a Spectrum Way to Maximize the City's Return on Investments, While Still Maintaining Fiscally Prudent Investments. [Leroy Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

ICS (Insured Cash Sweep) is an investment service offered by Lone Star National Bank for Local Governments where transferring funds for investments and achieving solid fiscal responsibility are critical challenges for local governments. ICS offers an investment option that provides security, liquidity, and efficiency. This Resolution Includes, Benjamin Arjona, City Manager, Leroy Gonzales, Director of Finance, and Maria L Beltran, Assistant Director of Finance, as the Investment Officers to Grant Authority to Invest , Including, But Not Limited to Signing, Inquiring, Giving Written or Oral Instruction to ICA Investment Account, with Respect to Any Transactions, with ICS (Insured Cash Sweep).

RECOMMENDATION:

Adopt Resolution for the Application for Participation in ICS (Insured Cash Sweep) Investment Account Allowing the City to Invest its Funds in a Broader way to Maximize the City's Return on Investment as recommended by the City of San Juan Finance Staff.

PREPARED BY:
Brenda Escalante,
City Secretary

APPROVED BY:
Benjamin Arjona, City Manager

ICS Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*"):

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at other financial institutions through ICS®, the IntraFi Cash Service℠ of IntraFi Network LLC ("*IntraFi*") for placing deposits at depository institutions.

1. Deposit Placement

1.1. Agreement and Schedules

(a) **Schedule 1** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Daily Rate. **Schedule 2** describes the account type and placement feature that we will use. **Schedule 3** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Fixed Rate if we offer such placement.

(b) Each participating institution in ICS that is an insured depository institution ("*Destination Institution*") will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to the FDIC standard maximum deposit insurance amount ("*SMDIA*") of $250,000.

(c) Subject to the terms and conditions of this Agreement, when we place deposits in a deposit account at a Destination Institution for your funds placed through ICS ("*Deposit Account*"), the amount of our outstanding placements for you at the Destination Institution through ICS and through CDARS®, the Certificate of Deposit Account Registry Service®, will not exceed $250,000.

(d) The Bank of New York Mellon ("*BNY Mellon*") provides services that support deposit placement through ICS. BNY Mellon's services include acting as our sub-custodian and settlement agent.

(e) You must be capable of using, and you agree to use, the Depositor Control Panel ("*DCP*"), an online tool, to review provisional allocations of deposits and for other purposes. You also agree to receive notices that may be posted on the DCP or sent to you by email.

1.2. Deposit Accounts

(a) Deposits that we place for you in Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions.

(b) Each Deposit Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of IntraFi, BNY Mellon, or any other person or entity.

2. Your Relationship With Us

2.1. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through ICS. Under a separate agreement with you that grants us custodial powers ("*Custodial Agreement*"), we will also act as your custodian for the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of a Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of a Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts.

(d) All interests that we hold for the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the Deposit Accounts and any interest on those funds.

2.2. Termination of Custodial Relationship

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may

not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that it be recorded on the records of the Destination Institution in your name.

(b) We will endeavor to cause any request from you pursuant to Section 2.2(a) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.

(c) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(d) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

3. Custodial Account and Interest Rate

3.1. Custodial Account

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests in the Deposit Accounts ("*Custodial Account*"). We may permit you to have multiple Custodial Accounts.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you ("*Depositor Identifier*"), which will be associated with the Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you use an alternate identifier, you must use the same alternate identifier for all placements of deposits for you, by us or by any other financial institution, through ICS or through CDARS. If you later obtain a TIN, you must promptly report it to us and to any such other institutions, and we may use it as your Depositor Identifier.

3.2. Interest Rate

(a) In ICS-Daily Rate, the interest rate for the Deposit Accounts at Destination Institutions ("*Interest Rate*") will be the then-current rate that we specify, which may be any rate (including zero) and which we may modify at any time. Through your continued participation in ICS-Daily Rate, you accept each applicable Interest Rate.

(b) In ICS-Fixed Rate, if offered, the Interest Rate will be determined as set forth in Schedule 3.

(c) If we permit you to have more than one Custodial Account, we may specify a different Interest Rate for each Custodial Account.

(d) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. Account Type, ICS Settlement, and Statements

(a) Settlement of payments to and from participating institutions in ICS through BNY Mellon that includes the type of deposits we place for you ("*ICS Settlement*") will occur each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("*Business Day*").

(b) You may confirm through the DCP (i) the aggregate principal balance in the Deposit Accounts ("*Program Balance*") and (ii) the principal balance and accrued interest of the Deposit Accounts at each Destination Institution as of the preceding Business Day or, after ICS Settlement-related processing, as of that Business Day.

(c) We will provide you with a periodic statement of custodial holdings for your funds placed through ICS that will include, as of the end of the statement period, your Program Balance, your principal balance at each Destination Institution, the total interest you have earned on the Deposit Accounts during the period, and the rate of return you have earned on the daily average closing principal balance for the period ("*Statement Period Yield*").

(d) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.1(c), will be the only

evidence that you receive of your ownership of the funds. You should retain the account statements.

4.2. Triggering Events

(a) Funds will be transferred to or from the Deposit Accounts in response to an event specified in this Agreement that triggers such movement ("*Triggering Event*"). A Triggering Event may result in a transfer of funds from a root account with us that contains your funds ("*Root Account*") to the Deposit Accounts at ICS Settlement ("*Program Deposit*") or a transfer of funds from the Deposit Accounts to the Root Account at ICS Settlement ("*Program Withdrawal*").

(b) For ICS-Daily Rate, Schedule 1 sets forth Triggering Events applicable to your deposits. For ICS-Fixed Rate, Schedule 3 set forth Triggering Events applicable to your deposits.

4.3. Program Deposits

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.3(b), a Triggering Event for a Program Deposit will result in a transfer of funds to the Deposit Accounts at ICS Settlement the *next* Business Day ("*Regular Program Deposit*").

(b) Schedule 1 states whether, in ICS-Daily Rate, a transfer of funds to the Deposit Accounts at ICS Settlement on the *same* Business Day ("*Same-Day Program Deposit*") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit ("*Same-Day Deposit Cutoff Time*"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Deposit.

(c) We may impose a maximum Program Balance amount for deposits that we place for you through ICS and will inform you of any such amount we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to the Deposit Accounts if it would cause the Program Balance to exceed the maximum. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Root Account, but have not yet collected from a third party.

4.4. Program Withdrawals

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal will result in a transfer of funds from the Deposit Accounts at ICS Settlement the *next* Business Day ("*Regular Program Withdrawal*").

(b) Schedule 1 states whether, in ICS-Daily Rate, the transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day ("*Same-Day Program Withdrawal*") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal ("*Same-Day Withdrawal Cutoff Time*"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Withdrawal.

4.5. Withdrawal Advances; Security Interest

(a) If Schedule 1 states that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, the Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount that you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount that you owe to us, and

(iii) to the extent that the amount that you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in the Deposit Accounts or in any security entitlements or other interests or assets relating to the Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Root Account that would trigger a

Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in the Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Root Account, we also may decline to honor transactions in the Root Account in accordance with the separate agreement.

4.6. Account Type and Withdrawal Limit, If Any

(a) Deposits that we place for you through ICS-Daily Rate at a Destination Institution will be placed in a Deposit Account that is a demand deposit account ("*DDA*") or a Deposit Account that is a money market deposit account ("*MMDA*"), as provided in Section 1 of Schedule 2.

(b) Section 1 of Schedule 2 provides (i) that we will place deposits for you in DDAs, (ii) that we will place deposits for you in MMDAs, or (iii) that we may place deposits for you in DDAs or MMDAs.

(c) Section 1 of Schedule 2 also provides, if MMDAs will or may be used, (i) that an MMDA Program Withdrawal limit of six per month applies or (ii) that no MMDA Program Withdrawal limit applies.

(d) If a Program Withdrawal limit applies and you exceed the six permitted Program Withdrawals from MMDAs in a month:

(i) We may (A) transfer all the remaining funds in the MMDAs to the Root Account associated with the Custodial Account for the MMDAs or (B), if you also have a Custodial Account for DDA deposits, transfer all the remaining funds in the MMDAs to the Custodial Account for DDA deposits.

(ii) In subsequent months we may effect either such transfer at the time of your sixth Program Withdrawal.

(e) If you exceed the six permitted Program Withdrawals from MMDAs in multiple months, we may also make the Custodial Account for the MMDAs ineligible for Program Deposits.

5. Placement Feature

5.1. Reciprocal and One-Way

(a) If we are an FDIC-insured depository institution, we are eligible to use a feature of ICS in which, when we place deposits, we receive matching deposits placed by other participating institutions in ICS and may pay a fee to IntraFi ("*Reciprocal Feature*").

(b) Whether or not we are eligible to use the Reciprocal Feature, we are eligible to use a feature of ICS in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions ("*One-Way Feature*").

(c) Section 2 of Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

5.2. Placement Feature and Rate

(a) Interest on the Deposit Accounts will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

5.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

6. Daily Allocation and Depositor Control

6.1. Daily Allocation; Review and Consent

(a) The process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts that they have placed for their own customers and possible limits on the amounts that an institution is authorized to place or a Destination Institution has

agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) The set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect the Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

6.2. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through ICS ("*Exclusions List*").

(b) We may ask you to provide your initial Exclusions List by entering exclusions in Section 3(c) of Schedule 2 or by giving us notice of your Exclusions List in another manner we specify.

(c) An Exclusions List will be effective within one Business Day after the first Business Day on which we have received the Exclusions List from you.

(d) You may add to or subtract from your Exclusions List by giving us notice in a manner we specify or by using functionality provided within the Depositor Control Panel. If you do so, the revised Exclusions List will be effective within one Business Day after the first Business Day on which we have received the notice or you have used the functionality.

6.3. Depositor Control Panel

(a) IntraFi will assist us in providing the DCP. The address of the Depositor Control Panel is https://www.depositorcontrol.com.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP, and the knowledge and experience to use an online tool for DCP functionality. In addition, you acknowledge that you must obtain and maintain all equipment and services necessary for access to the DCP.

(c) To access the DCP, you must create login credentials. To create your login credentials, click on "Getting Started" on the DCP home page. Alternatively, we may send to you an email containing a link that will enable you to create login credentials.

(d) From within the DCP, you may invite a user to create login credentials that will permit the user to access your DCP account. Such users may have access to your account information and DCP functionality, and you are responsible for their acts or omissions.

6.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from a Destination Institution and deposited in another Destination Institution.

(b) After the provisional allocation occurs on a Business Day, but before allocation becomes final at ICS Settlement, Depositor Placement Review ("*DPR*") will occur through the DCP. Even if a Destination Institution is not on your Exclusions List, the final allocation that day will not allocate your funds to the Destination Institution if you reject it during DPR through the DCP. Your rejection of a Destination Institution will be effective only if you submit it before DPR ends.

(c) The DPR period each Business Day will be as follows: 3:00 PM to 3:15 PM Eastern time. Daylight Saving Time applies when nationally in effect. We may change the DPR period by posting notice on the DCP in advance of the change.

(d) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day ("*Proposed Placement List*"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the allocation and your funds will be allocated in accordance with the list.

(e) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated ("*Alternate Placement List*"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(f) If the provisional allocation on a Business Day would result in funds of yours currently at a Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Root Account.

(g) A Destination Institution that you reject in DPR will also be added to your Exclusions List, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(h) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions and rejections of Destination Institutions may increase the chance that funds will not be allocated. If funds not yet transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Root Account.

7. FDIC Insurance Considerations

7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at http://www.fdic.gov or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

(f) Records that we maintain, or that BNY Mellon maintains for us, reflecting ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment.

The FDIC could also require you to provide additional documentation.

7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through ICS at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.

(i) If we are an FDIC-insured depository institution and the Root Account is eligible for FDIC insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of $250,000.

(ii) If we are a credit union the share accounts of which are insured by the National Credit Union Administration ("*NCUA*") and the Root Account is a share account with us that is eligible for NCUA insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the NCUA standard maximum share insurance amount of $250,000.

(iii) If we are not an FDIC-insured depository institution or the Root Account is not eligible for FDIC insurance coverage, a deposit in the Root Account will not be FDIC-insured. If we are not an NCUA-insured credit union or the Root Account is not eligible for NCUA insurance coverage, a deposit in the Root Account will not be NCUA-insured.

(b) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be responsible for making arrangements with us, if we offer them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(b) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through ICS.

7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account at a Destination Institution after it closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

8. Additional Considerations

8.1. Compare Rates

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

8.2. Allocation Considerations

(a) ICS allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

8.3. Mutual Institution Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2.

9. Conforming Changes

(a) If you signed a previous version of this Agreement that was captioned "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedules 1 and 2 to this Agreement is the same as the content of Schedules 1 and 2 to the version that you signed, subject to the following changes:

(i) "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" is changed to "ICS Deposit Placement Agreement" and

(ii) "DDA-MMDA Option" is changed to "ICS."

(b) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedule 1 to this Agreement is the same as the content of Schedule 1 to the version that you signed, except that "Transaction Account," if it appears in the version that you signed, is changed to "Root Account."

(c) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 1 of Schedule 2 to this Agreement is as follows:

(i) If the version of the Agreement that you signed provided that we would place deposits for you only in DDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in DDAs."

(ii) If the version of the Agreement that you signed provided that we would place deposits for you only in MMDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in MMDAs."

(iii) If the version of the Agreement that you signed provided that we might place deposits for you in DDAs or MMDAs, Section 1 of Schedule 2 is deemed to state: "We may place deposits for you in DDAs or MMDAs."

(iv) If the version of the Agreement that you signed provided that an MMDA Program Withdrawal limit would apply and we have not informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "You may use up to six MMDA Program Withdrawals per month."

(v) If the version you signed provided that an MMDA Program Withdrawal limit would not apply or we have informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "No MMDA Program Withdrawal limit applies."

(d) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 2 of Schedule 2 to this Agreement is as follows:

(i) Section 2 of Schedule 2 is deemed to provide that we may use either the Reciprocal Feature or the One-Way Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we might use either ICS Reciprocal or ICS One-Way was checked.

(ii) Section 2 of Schedule 2 is deemed to provide that we will use only the Reciprocal Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we would use only ICS Reciprocal was checked.

(iii) Section 2 of Schedule 2 is deemed to provide that we will use only the One-Way Feature if Schedule 4 to the version that you signed contained no check boxes regarding the use of ICS Reciprocal or ICS One-Way.

(e) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, Section 3 of Schedule 2 is deemed to include any depository institutions that you listed in the former Section 4 of this Agreement except to the extent that you have subsequently removed any such depository institution from your Exclusions List.

10. Other Provisions

10.1. Release and Use of Identifying Information

(a) We may provide information that identifies you ("*Identifying Information*"), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with ICS ("*Service Provider*"), including IntraFi and BNY Mellon. A Service Provider may use Identifying Information in providing services in connection with ICS.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution at which your funds are deposited, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 10.1(a) or Section 10.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY Mellon.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of ICS depositors, as long as it does not individually identify you.

10.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service ("IRS"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.

10.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through ICS at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your funds in a Deposit Account at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 10.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 10.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY MELLON BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (*E.G.*, EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

10.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 10.4(a) will not affect the validity of any written addenda to this Agreement into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment or, if no effective date is specified in the amendment, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 10.4 will survive termination.

(d) Except as provided in Section 2.2(d), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term “applicable law” refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The words “include,” “includes,” and “including” do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise

provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: _____

Signature: _____

Name and title of authorized signatory:

_____

_____

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: _____

Signature: _____

Name and title of authorized signatory (if not individual):

_____

_____

Depositor TIN or approved alternate identifier (and type):

_____

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

_____

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

_____

Email: _____

Date signed: _____

(Add signature lines as needed.)

Schedule 1 to ICS Deposit Placement Agreement

Program Deposits and Program Withdrawals

This **Schedule 1** is part of the ICS Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

1. Specified Terms

The Same-Day Deposit Cutoff Time is as follows:

☐ (insert time) ☐ AM ☐ PM (check AM or PM) ☐ Eastern ☐ Central ☐ Mountain ☐ Pacific (check time zone)

Daylight Saving Time applies when nationally in effect unless checked here ☐

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a Regular Program Deposit request by you that we receive and accept. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Root Account and credit a holding account before the transfer of funds to the Deposit Accounts occurs at ICS Settlement.

3. Program Withdrawals

(a) The Triggering Event for a Regular Program Withdrawal is a Regular Program Withdrawal request by you that we receive and accept. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from the Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Withdrawal is a Same-Day Program Withdrawal request by you that we receive and accept before the Same-Day Withdrawal Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from your Deposit Accounts at ICS Settlement later the same Business Day.

(c) Subject to the terms and conditions of this Agreement, and subject to the rules and cutoff times that otherwise apply to root accounts with us, we may in our discretion advance funds to you in anticipation of a Program Withdrawal to honor your debit transactions in the Root Account so long as the sum of your Root Account balance and your balance in the Deposit Accounts of the applicable type, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We may do so even if the amount of the debit transaction exceeds your Root Account balance. You will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(d) If a Triggering Event for a Program Withdrawal occurs, we may credit the Root Account and debit a holding account before the transfer of funds from the Deposit Accounts occurs at ICS Settlement.

Schedule 2 to ICS Deposit Placement Agreement

Account Type, Placement Feature, and Exclusions

This **Schedule 2** is part of the ICS Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

1. Account Type

☐ We will place deposits for you in DDAs.

☐ We will place deposits for you in MMDAs.

☐ We may place deposits for you in DDAs or in MMDAs.

(Check one above.)

→

☐ You may use up to six MMDA Program Withdrawals per month.

☐ No per-month MMDA Program Withdrawal limit applies.

(If MMDAs will or may be used, check one above.)

2. Placement Feature

☐ We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.

☐ We will use only the Reciprocal Feature in placing deposits for you.

☐ We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

3. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution's main office (rather than the city and state of a branch location). The Exclusions List may also include the institution's FDIC certificate number or transit routing number. If you do not list any exclusions enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).

(c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number

(Add lines if necessary.)

Signature of sole or primary Depositor

Custodial Agreement

You, the undersigned, enter into this Custodial Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*"):

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the CDARS Deposit Placement Agreement, the ICS Deposit Placement Agreement, or a predecessor agreement ("*Deposit Accounts*") for funds of yours placed as deposits through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS, the IntraFi® Cash Service, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts ("*Related Entitlements*"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements ("*Custodial Account*") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law ("*UCC*"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: _____

Signature: _____

Name and title of authorized signatory:

_____

_____

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: _____

Signature: _____

Name and title of authorized signatory (if not individual):

_____

_____

Depositor TIN or approved alternate identifier (and type):

_____

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

_____

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

_____

Email: _____

Date signed: _____

(Add signature lines as needed.)

ICS®
INSURED CASH SWEEP

Getting Started Using ICS

Congratulations on your decision to place funds using the Insured Cash Sweep®, or ICS®, service!

Now you can take advantage of its many benefits and:

- **Feel secure** knowing your funds are eligible for multi-million-dollar FDIC protection that's backed by the full faith and credit of the federal government. And ICS deposit accounts are not subject to floating net asset values, liquidity fees, or money market mutual fund liquidity gates, so you can rest assured knowing that market volatility will not lead to loss of principal.
- **Earn interest** by putting your excess cash balances to work in demand deposit accounts, money market deposit accounts, or both.
- **Access your funds** with unlimited withdrawals on funds placed into demand deposit accounts and up to six program withdrawals on funds placed into money market deposit accounts.

What else do you need to know?

- Your money is always on deposit in regulated, FDIC-insured institutions.
- You can check balances and see (online) where your funds are at all times.
- You'll access FDIC coverage from many banks while working with just one – us, a bank you know and trust. And you'll enjoy the convenience of receiving one regular statement detailing your holdings.
- As always, your confidential information remains protected.
- If you are an existing CDARS® customer and your funds are placed through both CDARS and ICS under the same tax identification number[1], the ICS system will recognize your existing CDARS placements and exclusions maintained by us. Online tools enable you to verify that your funds are not being placed in institutions you have excluded.

Just three simple steps.

1. **Sign the agreements.** Sign an ICS Deposit Placement Agreement and a custodial agreement with us.
2. **Set up an account.** Identify a checking account or other transaction account to use with ICS. You may select an existing account or open a new one.
3. **Place funds through ICS.** Work directly with just us, and we do the legwork without charging you any fees. At your direction and based on the ICS option(s) you select, funds are sent between your account(s) at our bank and either demand deposit accounts, money market deposit accounts, or both at other ICS Network institutions.[2] This is done in increments below the FDIC insurance maximum of $250,000 so that both principal and interest are eligible for FDIC insurance.

All from a bank you know and trust.

[1] Note that different tax identification numbers do not guarantee different insurable capacities.
[2] Based on triggering events as set forth in the ICS Deposit Placement Agreement you enter into with our bank.
Placement of funds through the ICS service is subject to the terms, conditions, and disclosures in the service agreements, including the Deposit Placement Agreement ("DPA"). Limits and customer eligibility criteria apply. In the ICS savings option, program withdrawals are limited to six per month. Although funds are placed at destination banks in amounts that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), a depositor's balances at the relationship institution that places the funds may exceed the SMDIA (e.g., before ICS settlement for a deposit or after ICS settlement for a withdrawal) or be ineligible for FDIC insurance (if the relationship institution is not a bank). As stated in the DPA, the depositor is responsible for making any necessary arrangements to protect such balances consistent with applicable law. If the depositor is subject to restrictions on placement of its funds, the depositor is responsible for determining whether its use of ICS satisfies those restrictions. ICS, Insured Cash Sweep, and CDARS are registered service marks of Promontory Interfinancial Network, LLC.

0720

Best Deale Bank
123 Main Street
Anytown, US 12345

Contact Us
1-555-123-4567
contact@bestdealebank.com
www.bestdealebank.com

Sample Township
456 Main Street
Anytown, US 78910

Account
Sample Township

Date
10/31/2019

Page
1 of 2

ICS Monthly Statement

The following information is a summary of activity in your ICS® account(s) for the month of October 2019 and the list of FDIC-insured institution(s) that hold your deposits as of the date indicated. These deposits have been placed by us, as your agent and custodian, in deposit accounts through the ICS, or Insured Cash Sweep®, service. Funds in your deposit accounts at the FDIC-insured institutions at which your funds have been placed will be "deposits," as defined by federal law.

Custom text may be added here.

SAMPLE

Summary of ICS Accounts

Account ID	Deposit Option	Interest Rate	Opening Balance	Ending Balance
*********123	Demand	1.63%	$5,067,922.69	$5,075,568.84
TOTAL			**$5,067,922.69**	**$5,075,568.84**

ICS and Insured Cash Sweep are registered service marks of Promontory Interfinancial Network, LLC.

Member FDIC

DETAILED ACCOUNT OVERVIEW

Account ID: **********123
Account Title: **Sample Township**

Account Summary - Demand

Statement Period	10/1-10/31/2019	Average Daily Balance	$5,068,169.34
Previous Period Ending Balance	$5,067,922.69	Interest Rate at End of Statement Period	1.63%
Total Program Deposits	0.00	Statement Period Yield	1.79%
Total Program Withdrawals	(0.00)	YTD Interest Paid	23,347.84
Interest Capitalized	7,646.15	YTD Taxes Withheld	0.00
Taxes Withheld	(0.00)		
Current Period Ending Balance	**$5,075,568.84**		

Account Transaction Detail

Date	Activity Type	Amount	Balance
10/31/2019	Interest Capitalization	$7,646.15	$5,075,568.84

Summary of Balances as of October 31, 2019

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
Innerst Savings Banks	Kentstown, MD	**001	$245,369.64
First Eagleville Bank	Clarksburg, WV	**002	245,369.64
Lockland Bank	Springtown, MI	**003	245,369.64
Southstreet Community Bank	Plainesburg, OK	**004	245,369.64
Winchester County Bank	Winchester, PA	**005	245,369.64
Southeast Regional Bank	Atlanta, GA	**006	245,369.64
Loring Savings Bank	Loring, WA	**007	245,369.64
Alpine National Bank and Trust	Kendall, WI	**008	245,369.64
First Bank of Ogdentown	Ogdentown, IA	**009	245,369.64
Bank of North Haverbrook	Cobb, AZ	**010	245,369.64
Copper Savings and Loan	Carson City, NV	**011	245,369.64
Seashore National Bank and Trust	Orlando, FL	**012	245,369.64
Sperry Sound Bank	Bellevue, OR	**013	245,369.64
Harbor Bell Bank and Trust	Harbor Bell, RI	**014	245,369.64
Huntingfield Bank	Dallas TX	**015	245,369.64
Torrence Bank	Adelaide, NJ	**016	245,369.64
Amsel Bank and Trust	Rome, AR	**017	168,176.04
Capital Bank of St. Loretta	Topeka, KS	**018	245,369.64
Niles Bank	Toledo, OH	**019	245,369.64
Rhinefield Bank and Trust	New York, NY	**020	245,369.64
First Bank of Tiberton	Lynn, MA	**021	245,369.64

SAMPLE

Custom text may be added here.

ICS and Insured Cash Sweep are registered service marks of Promontory Interfinancial Network, LLC.

Member FDIC

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Consideration and Action, if any, on a Resolution Supporting the Adoption and Approval of the Texas Term Sheet for Opioid Settlement Proceeds.

STAFF COMMENTS AND RECOMMENDATIONS:

The proposed settlements require Allergan to pay $135 million, CVS to pay $304 million, Walgreens to pay $340 million, and Walmart to pay $170 million (the "Settlement Amount") to Texas and its political subdivisions to remediate and abate the impact of the opioid crisis. The settlements also contain injunctive relief provisions governing the opioid marketing as well as the sale and dispensing practices at the heart of the opioid claims in the lawsuits. The subdivisions within Texas are entitled to decide whether they wish to participate in the settlement. Any subdivision that does not participate cannot directly share in any of the settlement funds.

Subdivisions will need to begin the process of deciding whether to participate in the proposed settlement, and subdivisions are encouraged to work through this process well before the deadline of April 18, 2023.

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:
Brenda Escalante,
City Secretary

APPROVED BY:
Benjamin Arjona, City
Manager

TO LOCAL POLITICAL SUBDIVISIONS:
IMPORTANT INFORMATION ABOUT NEW OPIOID SETTLEMENTS WITH ALLERGAN, CVS, WALMART, AND WALGREENS.
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.
THE DEADLINE FOR PARTICIPATION IS APRIL 18, 2023.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

Please note that this settlement is a NEW opioid settlement; your subdivision may have previously submitted documents for the Distributors, Janssen/J&J, Endo, and Teva settlements.

To participate in the Allergan, CVS, Walgreens, and Walmart settlements, you will need to submit new documentation.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this email because Texas settled with Allergan, CVS, Walgreens, and Walmart, and your subdivision may participate in these Settlements. This email is being sent directly to subdivisions who are not litigating against Allergan, CVS, Walgreens, and/or Walmart. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

Your subdivision may have already signed on to the Distributor, Janssen/J&J, Endo, and/or Teva settlements and adopted the Texas Term Sheet. **If so, do not disregard this notice. These are settlements with Allergan, CVS, Walgreens, and Walmart.** If you have already signed on to the Allergan, CVS, Walgreens, and Walmart Settlements, you may disregard this notice.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

All required documentation must be executed and submitted to the email address: opioids@oag.texas.gov. Your subdivision will need to submit the **Subdivision Participation Form** for each settlement to opioids@oag.texas.gov. Please also be sure to include in the Form

the identity and email address of the individual who is authorized to sign formal and binding documents on behalf of your subdivision.

SETTLEMENT OVERVIEW

The proposed Settlements require Allergan to pay $135 million, CVS to pay $304 million, Walgreens to pay $340 million, and Walmart to pay $170 million (the "Settlement Amount") to Texas and its political subdivisions. Of the Settlement Amount, the vast majority is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. The Settlements also contain injunctive relief provisions governing the opioid marketing as well as the sale and dispensing practices at the heart of the opioid claims in the lawsuits.

The subdivisions within Texas are entitled to decide whether they wish to participate in the settlement. Any subdivision that does not participate cannot directly share in any of the settlement funds.

WHERE CAN YOU FIND MORE INFORMATION?

This email is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at the website set up by Office of the Attorney General of Texas: https://www.texasattorneygeneral.gov/globalopioidsettlement.

WHY YOU SHOULD PARTICIPATE

Texas, other states, and cities and counties around the country have announced support of this settlement.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will contribute to allowing Texas and its local governments to commence with meaningful change designed to curb opioid addiction, overdose, and death, following on the Distributors and Johnson & Johnson/Janssen settlements from 2021 and the Teva and Endo settlements from 2022;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country, and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities ***as soon as possible***; and

Third, you know first-hand the effects of the opioid epidemic on your community. Funds from these settlements will be used to commence abatement of the crisis and provide relief to your

citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry.

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN TEXAS?

The Texas Term Sheet, which sets the allocation between subdivisions and the State, can be found on the Texas Attorney General's website. Any questions concerning the status or terms of the Texas Term Sheet and allocations in Texas can be directed to the Texas Attorney General's Office.

You may be contacted by the Texas Attorney General's Office with additional information regarding the allocation of settlement funds in Texas. Subdivisions with representation can expect information from their attorneys. We encourage you to review all materials and to follow up with any questions. The terms of these settlements are complex, and we want to be sure you have all the information you need to make your decision.

As with the other opioid settlements, the Texas Comptroller of Public Accounts and the Texas Opioid Council will disburse funds to participating political subdivisions in Texas.

NEXT STEPS

This settlement requires that you take affirmative steps to 'opt in' to the settlement. If you do not act, you will not receive any settlement funds.

First, have your authorizing person(s) or body begin to review the materials on the website concerning the settlement agreement terms and the Texas Term Sheet. Develop a list of questions for your counsel or the Texas Attorney General's Office. Your subdivision will need to begin the process of deciding whether to participate in the proposed settlement, and subdivisions are encouraged to work through this process well before the **April 18, 2023,** deadline. Again, the Texas Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the settlements within your state and we encourage you to discuss the terms and benefits of the settlements with them.

Second, should you decide to proceed with participating, your subdivision will need to submit your signed Subdivision Participation Form to opioids@oag.texas.gov.

NOTE: If your subdivision has not already done so, your subdivision will need to adopt the Texas Term Sheet and its intrastate allocation schedule. If your subdivision has previously signed on to the Distributors, J&J/Janssen, Endo, and/or Teva settlements, you will have already adopted the Texas Term Sheet. There is no need to readopt the Texas Term Sheet. If you have NOT adopted the Texas Term Sheet, please contact opioids@oag.texas.gov.

We urge you to view the Texas Attorney General's website at your earliest convenience. Information and documents regarding the settlement can be found on the settlement website at: https://www.texasattorneygeneral.gov/globalopioidsettlement

Questions regarding the opioid settlements can be directed to: Stephanie Eberhardt (stephanie.eberhardt@oag.texas.gov) and opioids@oag.texas.gov.

FREQUENTLY ASKED QUESTIONS

1. **My subdivision already signed up for opioid settlements. Is that good enough for these new settlements?**

No, you will need to submit separate **Subdivision Participation Forms** for Allergan, CVS, Walgreens, and Walmart; opting into the other settlements does not sign you up for this one.

2. **Does my subdivision need to pass a resolution to sign up for this settlement?**

This depends on the specifics of what your county or city is required to do to release legal claims. If your city manager, for example, is authorized to generally enter into opioid settlements, you may not need a resolution. Consult your legal counsel for advice.

If your subdivision has already adopted the Texas Term Sheet to sign on to a previous opioid settlement, you do NOT need to adopt an additional resolution to readopt the Texas Term Sheet.

3. **When will my subdivision receive funds from this settlement and/or the other settlements?**

Funds for the Distributors, J&J/Janssen, Endo, and Teva settlements have been paid to the Texas Comptroller of Public Accounts, the Texas Opioid Council, and the Texas Treasury Safekeeping Trust Company. Please contact OAFC.Public@cpa.texas.gov for more details.

4. **How much will my subdivision receive from the Allergan, CVS, Walgreens, and Walmart Settlements?**

If you have questions about your subdivision's individual allocation amount, please contact Stephanie Eberhardt (stephanie.eberhardt@oag.texas.gov) or opioids@oag.texas.gov.

5. What are all the different Texas opioid settlements?

Here is a summary of all the opioid settlements between Texas and its political subdivisions and the various manufacturers, distributors, and retail pharmacies:

Date Announced	**Company**	**Amount**
February 2021	McKinsey	$38.4 million
July 2021	Distributors (AmerisourceBergen, Cardinal Health, and McKesson)	$1.271 billion
July 2021	Janssen	$296 million
December 2021	Endo	$63 million
February 2021	Teva	$150 million plus $75 million in product
June 2021	Mallinckrodt	$74 million
December 2022	Allergan	$135 million
December 2022	Walmart	$170 million
December 2022	CVS	$304 million
December 2022	Walgreens	$340 million
Total	**12 companies**	**$2.919 billion**

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2023-XX

STATE OF TEXAS
COUNTY OF HIDALGO

WHEREAS, the City of San Juan, Texas obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit "A"; and

WHEREAS, Special Counsel and the State of Texas have recommended that the City Commissioners of the City of San Juan support the adoption and approval the Texas Term Sheet in its entirety; and

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

1. Support the adoption and approval the Texas Term Sheet in its entirety; and

2. Finds as follows:

    a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about City of San Juan; and

    b. The City Commissioner supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit A. The City Commissioners understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner

and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this County and throughout Texas.

PASSED, APPROVED and ADOPTED on this the 24th day of March, 2023.

CITY OF SAN JUAN

_____

ATTEST: Mario Garza, Mayor

_____

Brenda Escalante, City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Consider Second and Final Reading of an Ordinance for a Rezoning Request from Single-Family Residential District (R-S) to Multi-Family Residential District (R-MF) for a 3.87 acre tract of land out of Lot 16, Block 8, John Closner Subdivision Excluding the West 100' (Drain Ditch), as Requested by Javier A. Peña. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

Mr. Pena is applying for a rezoning request from Single-Family Residential District (R-S) to Multi-Family Residential District (R-MF) of the property located just North of the Dollar General Store. The surrounding properties consist of commercial and residential uses.

The property owner will be required to subdivide the property in order to do any improvements to the property.

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

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:
Brenda Escalante,
City Secretary

APPROVED BY:
Benjamin Arjona, City
Manager

EXHIBIT "A"
METES AND BOUNDS
3.87-Acre Tract

A 3.87-Acre Tract of land, more or less, being out of a 4.76-Acre Tract out of the North half of the South half of Lot 16, Block 8, John Closner Subdivision, Hidalgo County, Texas, map or plat thereof recorded in Volume 0, Page 4, Map Records, Hidalgo County, Texas, reference to which is here made for all purpose, located at 270.00 feet on the West side of Raul Longoria Road approximately 880 feet South of Eldora Road, is described by metes and bounds as follows:

The **POINT OF COMMENCEMENT (P.O.C.)** being at a point of reference on the apparent existing 100-foot right-of-way centerline of said Raul Longoria Road for the apparent Southeast corner of said Lot 16, Block 8; **THENCE,** North 08 degrees 33 minutes 13 seconds East, with the apparent East line of said Lot 16, and with the said Raul Longoria Road existing 100-foot right-of-way centerline, a distance of 281.20 feet to a point for the apparent Southeast corner of said 4.76-Acre Tract; **THENCE,** North 81 degrees 26 minutes 47 seconds West, parallel to the apparent South lot line of said Lot 16, and with the apparent South lot line of said 4.76-Acre Tract, a distance of 50.00 feet past a No. 4 Rebar found on the apparent existing West Right-of-Way line of said Raul Longoria Road, thence another 10.00 feet past a No. 4 Rebar set with plastic cap stamped 2791 on the Proposed West Right-of-Way line of said Raul Longoria Road via this plat, continuing with the said South lot line of 4.76-Acre Tract and the North lot line of San Juan DG Subdivision (Document No. 2430019, Map Records, Hidalgo County, Texas), for a total distance of 270.00 feet to a point for the Southeast corner of said 3.87-Acre Tract, and also being the **POINT OF BEGINNING (P.O.B.)** of said 3.87-Acre Tract of land herein described:

THENCE, North 81 degrees 26 minutes 47 seconds West, parallel to the said South lot line of Lot 16, and with the said South lot line of 4.76-Acre Tract and of said 3.87-Acre Tract, a distance of 1,179.30 feet to a No. 4 Rebar found on the apparent East line of Hidalgo County Irrigation District No. 2 Existing 100-foot easement for the apparent Northwest corner of said San Juan DG Subdivision and the Southwest corner of said 4.76-Acre Tract and of said 3.87-Acre Tract of land herein described;

THENCE, North 08 degrees 33 minutes 13 seconds East, with the said East line of Hidalgo County Irrigation District No. 2 Existing 100-foot easement and with the apparent West lot line of said 3.87-Acre Tract, a distance of 142.97 feet to a No. 4 Rebar found for the apparent Southwest corner of a 4.18 acre tract of land vested in UB Warehouse and Storage, LLC (Document No. 3230464. Deed Records, Hidalgo County, Texas) and the Northwest corner of said 4.76-Acre Tract and of said 3.87-Acre Tract of land herein described;

THENCE, South 81 degrees 26 minutes 47 seconds East, parallel to the said South lot line of Lot 16, and the apparent South lot line of said 4.18 acre tract vested in UB Warehouse and Storage, LLC and the North lot line of said 4.76-Acre Tract and of said 3.87-Acre Tract, a distance of 1,179.30 feet to a point for the Northeast corner of said 3.87-Acre Tract of land herein described;

THENCE, South 08 degrees 33 minutes 13 seconds West, parallel with the said East lot line of Lot 16 and with the East lot line of said 3.87-Acre Tract, a distance of 142.97 feet to the said point for the Southeast corner of said 3.87-Acre Tract of land herein described, and also being the **POINT OF BEGINNING (P.O.B.),** containing a gross of 3.87 acres of land, more or less.

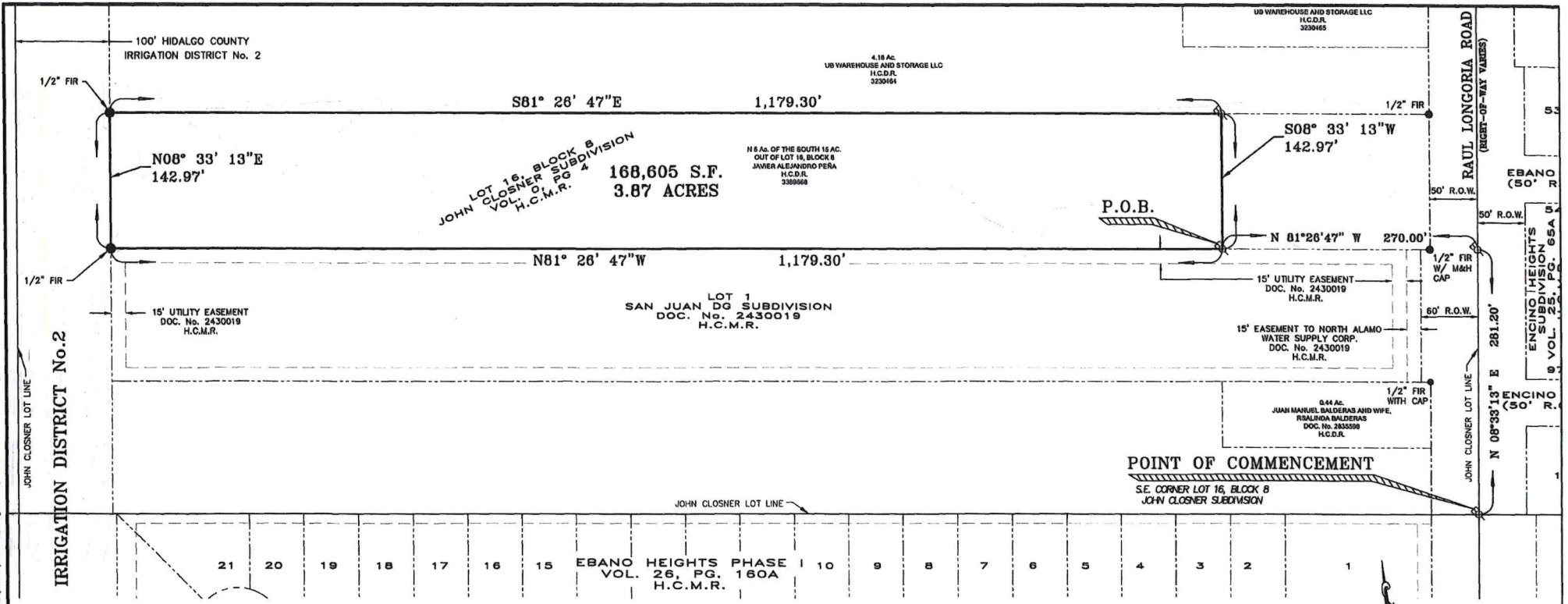
Bearing basis as per NAD 1983 State Plane Coordinates Texas South FIPS 4205 Feet.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON NOVEMBER 17, 2022. SEE ACCOMPANIED SURVEY PLAT OF SAID 3.87-ACRE TRACT OF LAND.

Homero Luis Gutierrez

Homero Luis Gutierrez – R.P.L.S. # 2791

January 04, 2022
Date



SCALE 1" = 100'

BEARING BASIS – TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH ZONE 4205 (NAD 83, NAVD 88, GEOID 12B)

NOTES:

1) SURVEY IS VALID IF PRINT HAS ELECTRONIC SEAL AND ORIGINAL SIGNATURE OF SURVEYOR.

2) SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY, WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT, SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAYBE ON THIS TRACT.

3) HOMERO L. GUTIERREZ, DID NOT RESEARCH OR PREPARE A TITLE REPORT OR ABSTRACT OF TITLE ON THE ABOVE PROPERTY.

4) THE EXISTANCE, IF ANY, UNDERGROUND GAS LINES OR OTHER UNDERGROUND UTILITIES NOT SHOWN ON THIS SURVEY SHOULD BE THOROUGHLY INVESTIGATED BY THE OWNER PRIOR TO ANY CONSTRUCTION ON THIS SITE. THE SURVEYOR HAS LIMITED HIS INVESTIGATION OF UNDERGROUND UTILITIES ON THIS SITE TO THAT WHICH CAN BE SEEN.

5) SURVEYOR STATEMENT: THE PROPRTY CORNERS OF THE TRACT SURVEYED WERE STAKED OUT BASED ON THE BEST FIT OF MONUMENTS FOUND FOR THIS PROPERTY AND OTHERS WITHIN THE IMMEDIATE VICINITY, TAKING INTO ACCOUNT THE INTENT OF THE SURVEYORS' ORIGINAL FOOT STEPS

6) FLOOD ZONE STATEMENT: SUBJECT PROPERTY IS LOCATED IN ZONE "B" (MEDIUM SHADING).

ZONE "B" IS DESCRIBED AS: AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

COMMUNITY-PANEL NUMBER: 480334 0425 C
MAP REVISED DATED: NOVEMBER 16, 1983.

LEGEND

1/2" FIR ●	1/2" IRON ROD FOUND
1/2" SIR ○	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED 2791
	CALCULATED POINT "CP"
	EASEMENT LINE
	PROPERTY LINE
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
D.R.H.C.	DEED RECORDS HIDALGO COUNTY TEXAS
M.R.H.C.	MAP RECORDS HIDALGO COUNTY TEXAS
VOL.	VOLUME
PG.	PAGE

EXHIBIT "B" SURVEY PLAT OF 3.87 – ACRE TRACK OF LAND

BEING OUT OF A 4.76 ACRE TRACT, OUT OF THE NORTH HALF OF THE SOUTH HALF OF LOT 16, BLOCK8, JOHN CLOSNER SUBDIVISION, AS RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS HIDALGO COUNTY, TEXAS

STATE OF TEXAS REGISTERED HOMERO LUIS GUTIERREZ 2791 PROFESSIONAL LAND SURVEYOR

Homero Luis Gutierrez 11/07/2023

HOMERO LUIS GUTIERREZ
REG. PROFESSIONAL LAND
SURVEYOR NO. 2791

DATE

HOMERO L. GUTIERREZ, P.E., R.P.L.S.
P.O. BOX 548
McAllen, Texas 78505
(956) 369-0988

DATE: 12-21-2022 JOB NO. P-123 DRAWN BY: CADTech4

\\server\Vol_engineering\M2 Engineering (Server)\3 Projects\Vistalgo\San Juan\P-123 APES 5 Acre Development\04-DWG\Rezone-REZONE-SURVEY.dwg Jan 05,2023 - 8:22AM CADTech4

Rezoning Request from Single-Family Residential District (R-S) to Multi-Family Residential District (R-MF) for 3.87 acre tract of land out of Lot 16, Block 8, John Closner Subdivsion Excluding the West 100" (Drain Ditch), as Requsted by Javier A. Pena.

Rios, Sirlene
2000 Loma Verde Dr.
San Juan, Texas 78589

Pena, Javier
410 Hackberry Ave.
Mission, Texas 78572

Garcia, Ruben Torres
300 E. 1st Street
San Juan, Texas 78589

Spacious Skies Land
9 Unio Square Plaza No.172
Southbury, CT 06488

Sanchez, Carlos
815 Eeller
Pharr, Texas 78577

UB Warehouse & Storage
2912 N. Raul Longoria
San Juan, Texas 78589

Rodriguez, Maria
5311 Hamilton Rd.
Medina, OH 44256

Valencia J Jesus & Flor E.
2814 N. 44th Lane
McAllen, Texas 78501

Alvarez, Amador
2508 Olmitos Ave.
San Juan, Texas 78589

ARG DGSJNTX001, LLC
Attn Ryan LLC
P.O. Box 460369
Dept. 100
Houston, Texas 77056

Hidalgo CO. Drain Dist #1
902 N. Doolittle Rd.
Edinburg, Texas 78542

Bernal, Daniela
2206 Olmito Ave.
San Juan, Texas 78589

Balderas, Juan
2401 N. Raul Longoria Rd.
San Juan, Texas 78589

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Rezoning Request from Single-Family Residence District (R-S) to Multi-Family Residential District (R-MF)
APPLICANT:	Javier A. Pena
SURVEYOR/ENGINEER:	Homero Luis Gutierrez
LEGAL:	Being a 3.87 acre tract of land out of Lot 16, Block 8, John Closer Subdivision Excluding the West 100' (Drain Ditch).
LOCATION:	The property is located just North of the Dollar General Store
EXISTING ZONING:	Single-Family Residential District (R-S)
EXISTING LAND USE/	*North* – Storage Units; Single-Family Residence District (R-S) / General Business District (C-2)
ADJACENT ZONING:	*South* – Retail; Multi-Family Residence District (R-MF) / General Business District (C-2) *East* – Residential; Single-Family Residence District (R-S) *West* – Residential; Single-Family Residence District (R-S)
ACCESS AND CIRCULATION:	This property has access along Raul Longoria Road
PUBLIC SERVICES:	Water service is provided by the North Alamo Water Supply Corporation; sewer is provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval.

EVALUATION AND CONDITIONS FOR APPROVAL

Mr. Pena is applying for a rezoning request from Single-Family Residential District (R-S) to Multi-Family Residential District (R-MF) of the property located just North of the Dollar General Store. The surrounding properties consist of commercial and residential uses.

The property owner will be required to subdivide the property in order to do any improvements to the property.

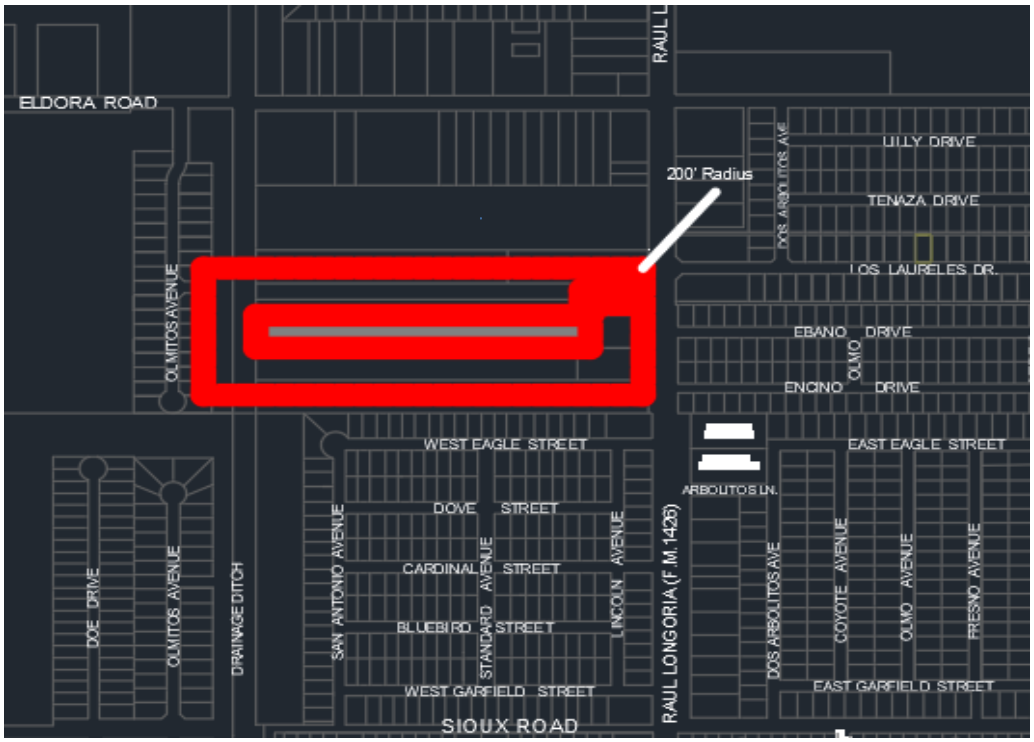
Staff mailed a notice of the public hearing before the Planning and Zoning Commission to thirteen (13) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

ATTACHMENTS:

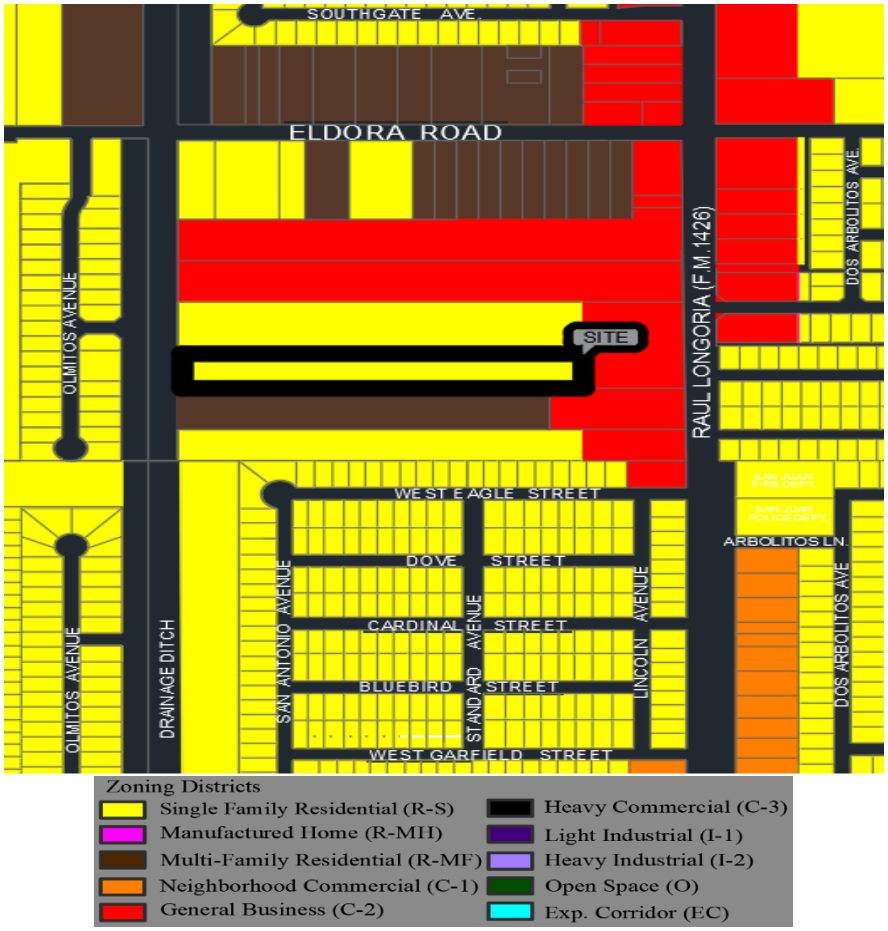
Proposed Site
Location Map
Base Map
Zoning map
Survey of the property
List of neighboring property owners receiving notice
Ordinance

Proposed Property

Location Map



Base Map


SOUTHGATE AVE.
ELDORA ROAD
OLMITOS AVENUE
SITE
RAUL LONGORIA (F.M.1426)
DOS ARBOLITOS AVE.
WEST EAGLE STREET
SAN JUAN FIRE DEPT.
SAN JUAN POLICE DEPT.
ARBOLITOS LN.
DOVE STREET
CARDINAL STREET
BLUEBIRD STREET
WEST GARFIELD STREET
SAN ANTONIO AVENUE
STANDARD AVENUE
LINCOLN AVENUE
DRAINAGE DITCH
Zoning Districts
Single Family Residential (R-S)
Manufactured Home (R-MH)
Multi-Family Residential (R-MF)
Neighborhood Commercial (C-1)
General Business (C-2)
Heavy Commercial (C-3)
Light Industrial (I-1)
Heavy Industrial (I-2)
Open Space (O)
Exp. Corridor (EC)
Zoning Map

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING ORDINANCE NO. 98-006 OF THE CITY OF SAN JUAN, TO CHANGE THE ZONING DISTRICT FROM SINGLE-FAMILY RESIDENCE DISTRICT (R-S) TO MULTI-FAMILY RESIDENCE DISTRICT (R-MF) OF A PROPERTY LEGALLY DESCRIBED 3.87-ACRE TRACT OF LAND OUT OF LOT 16, BLOCK 8, JOHN CLOSNER SUBDIVISION, EXCLUDING THE WEST 100' (DRAIN DITCH) BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS:

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

The zoning district of the property legally described as 3.87-acre tract of land out of Lot 16, Block 8, John Closner Subdivision Excluding the West 100' (Drain Ditch) shall be changed to Multi-Family Residence District (R-MF) and the zoning map shall be amended accordingly.

PASSED and **APPROVED** on first reading on the 28th day of February, 2023.

PASSED and **APPROVED** on second and final reading on the 28h day of March, 2023.

CITY OF SAN JUAN

_____

MARIO GARZA, MAYOR

ATTEST:

BRENDA ESCALANTE
CITY SECRETARY

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

_____

CITY ATTORNEY

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Consider Second and Final Reading of an Ordinance for a Conditional Use Permit for the Sale of Alcoholic Beverages (BG – Wine and Beer Retailer's Permit) at "Cazadores Bar and Grill" Located at 901 N. Raul Longoria Road, Legally Described as Pecan Estates Block 2, as Requested by Alberto Cortez Lopez. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

Mr. Cortez Lopez is requesting a Conditional Use Permit for the Sale of Alcoholic Beverages (BG-Wine and Beer Retailer's Permit) for On-Premise Consumption and late hours permit until 2:00 a.m. at the proposed "Cazadores Bar & Grill" Restaurant, located at the Northeast corner of Sgt. Leonel Trevino and Raul Longoria Road, where Papa John's were located.

The applicant is proposing a Lounge and Grill place to relax after work counting with live music, pool tables, karaoke nights, big screens and dance floor with operation hours, seven days at week from 4:00 p.m. to 2:00 a.m. (See attached letter)

The applicant will need to comply with the Texas Alcoholic Beverages Commission (TABC) requirements. Additional permits may be required with the City of San Juan for different alcohol permit.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to eighteen (18) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

RECOMMENDATION:

Staff recommends approval of the conditional use permit contingent to close until 1:00 a.m.

PREPARED BY:
Brenda Escalante,
City Secretary

APPROVED BY:
Benjamin Arjona, City
Manager

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit for the sale of Alcoholic Beverages (BG- Wine and Beer Retailer's Permit) and late hours permit at "Cazadores Bar and Grill"
APPLICANT:	Alberto Cortez Lopez
SURVEYOR/ENGINEER:	N/A
LEGAL:	Pecan Estates Block 2
LOCATION:	901 N. Raul Longoria Road, Suite 2
EXISTING ZONING:	General Business District (C-2)
EXISTING LAND USE/ ADJACENT ZONING:	*North* – Retail / General Business District (C-2) *South* – Retail / Expressway Corridor District (EC) *East* – Hotel / Expressway Corridor District (EC) *West* – Residential / Multi-Family Residence District (R-MF) and Single-Family Residential District (R-S)
ACCESS AND CIRCULATION:	This property has access along Raul Longoria Road, Sgt. Leonel Trevino Road and Gonzalez Drive.
PUBLIC SERVICES:	Water and sewer services are provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval of the conditional use permit contingent to close until 1:00 a.m.

EVALUATION AND CONDITIONS FOR APPROVAL

Mr. Cortez Lopez is requesting a Conditional Use Permit for the Sale of Alcoholic Beverages (BG-Wine and Beer Retailer's Permit) for On-Premise Consumption and late hours permit until 2:00 a.m. at the proposed "Cazadores Bar & Grill" Restaurant, located at the Northeast corner of Sgt. Leonel Trevino and Raul Longoria Road, where Papa John's were located.

The applicant is proposing a Lounge and Grill place to relax after work counting with live music, pool tables, karaoke nights, big screens and dance floor with operation hours, seven days at week from 4:00 p.m. to 2:00 a.m. (See attached letter)

The applicant will need to comply with the Texas Alcoholic Beverages Commission (TABC) requirements. Additional permits may be required with the City of San Juan for different alcohol permit.

The following are the list of requirements:

1. The property line of the lot of any of the above-mentioned businesses, especially those businesses having late hours (after 10:00 p.m.), must be at a minimum three hundred (300) feet from the nearest residence, church, school or publicly owned property, or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from the residential area, and must be designed to prevent disruption of the character of adjacent residential areas;

2. The business must be as close as possible to a major arterial, and shall not allow the traffic it generates onto residential streets, or allow it to exit into and disrupt residential areas;

3. The businesses must provide parking in accordance with the City off-street parking regulations as a minimum, and make provisions to prevent use of adjacent streets for parking, especially those in adjacent residential areas, by providing additional on-site parking;

4. The businesses must do everything possible to prevent the unauthorized parking of its patrons on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances;

5. The businesses should do everything possible and be designed to discourage criminal activities and vandalism, both on site and on adjacent properties. Included would be provision of sufficient lighting and perimeter fencing, elimination of dark areas, and the orientation of the building such that it provides maximum visibility of as much as possible of the site from a public street;

6. The businesses must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and properties; and

7. The businesses shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the fire marshal, chief building official and director of planning. This number cannot exceed the number provided for in existing City regulations.

8. The applicant must comply with the City's *Security Cameras Ordinance.*

9. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits.

10. No loading or unloading of merchandise in a public street.

11. There shall be no smoking inside the premises at any time.

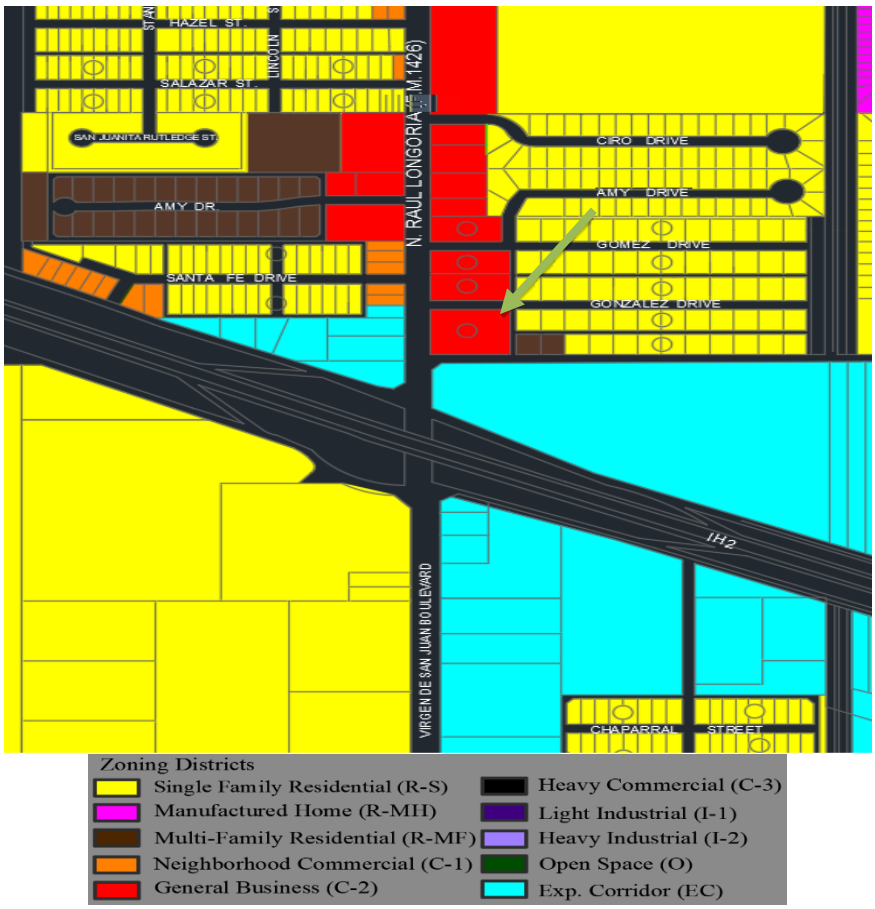
12. The business must comply with the city's noise ordinance.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to eighteen (18) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

ATTACHMENTS:
Proposed Site
Location Map
Zoning Map
Site Plan
Menu
Request letter from applicant
List of neighboring property owners receiving notice
Ordinance

Proposed Site

Location Map


HAZEL ST.
SALAZAR ST.
SAN JUANITA RUTLEDGE ST.
AMY DR.
SANTA FE DRIVE
N. RAUL LONGORIA (FM 1426)
CIRO DRIVE
AMY DRIVE
GOMEZ DRIVE
GONZALEZ DRIVE
IH2
VIRGEN DE SAN JUAN BOULEVARD
CHAPARRAL STREET
Zoning Districts
Single Family Residential (R-S)
Manufactured Home (R-MH)
Multi-Family Residential (R-MF)
Neighborhood Commercial (C-1)
General Business (C-2)
Heavy Commercial (C-3)
Light Industrial (I-1)
Heavy Industrial (I-2)
Open Space (O)
Exp. Corridor (EC)

Zoning Map

ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION AT "CAZADORES BAR & GRILL" LOCATED AT 901 N. RAUL LONGORIA ROAD SUITE 2, LEGALLY DESCRIBED AS PECAN ESTATES, BLOCK 2, AS PROVIDED IN ARTICLE IV, OF THE ZONING ORDINANCE, CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING FOR A CODE DISPOSITION.

WHEREAS, Alberto Cortez Lopez has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan for the Sale of Alcoholic Beverages for On-Premise Consumption and Late Hours Permit at "Cazadores Bar & Grill".

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

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

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to Alberto Cortez Lopez for the Sale of Alcoholic Beverages for On-Premise Consumption at "Cazadores Bar & Grill" at property legally described as the Pecan Estates Block 2, subject to the following conditions:

1. The property line of the lot of any business, especially those having late hours (after 10:00 p.m.) must be a minimum of three hundred (300) feet from the nearest residence, church, school or publicly-owned property or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from the residential areas, and must be designed to prevent disruption of the character of adjacent residential areas.

2. The business must be as close as possible to a major arterial, and shall not allow the traffic it generates onto residential streets, or allow it to exit into and disrupt residential areas;

3. The business must provide parking in accordance with the City off-street parking regulations and make provisions to prevent use of adjacent streets for parking, especially those in adjacent residential areas, by providing additional on-site parking.

4. The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent business or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances. The loading and unloading of equipment to be on premises only.

5. The business should do everything possible and be designed to discourage criminal activities and vandalism, both on site and on adjacent properties. Provision of sufficient lighting and

perimeter fencing, elimination of dark areas, and the orientation of the building such that it provides maximum visibility of as much as possible of the site form a public street;

6. The business must make provisions to keep litter to a minimum, and to keep if from blowing onto adjacent streets and properties;

7. The business shall restrict the number of persons within the building to the number determined for occupancy levels by the Fire Department.

8. The business must comply with the city's noise ordinance.

9. The business must comply with the City's *Security Cameras Ordinance*.

10. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits.

11. There shall be no smoking inside the premises at any time.

12. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license.

13. There shall be no smoking inside the premises at any time.

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

PASSED and **APPROVED** on first reading on the 28th day of February, 2023.

PASSED and **APPROVED** on second and final reading on the 28th day of March, 2023.

CITY OF SAN JUAN

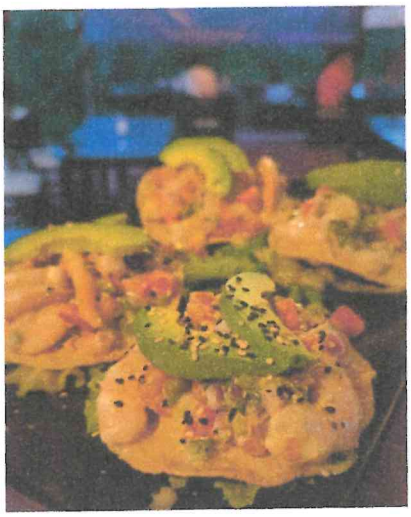
_____
MARIO GARZA, MAYOR

ATTEST:

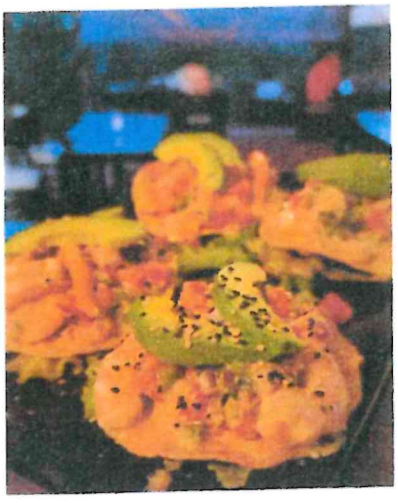
APPROVED BY:
Palacios, Garza & Thompson, P.C.

_____
Brenda Escalante
CITY SECRETARY

_____
CITY ATTORNEY



MENU



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Menú

Mariscos

Tostada de ceviche de pescado

Tostada de ceviche de camaron.

Tostada jarocha (pescado,camaron y pulpo)

Aguachiles de camaron verde

Aguachiles de camarones hawallano

(incluye mango fresco)

Torre de mariscos cazador

COCTELES DE GRAN CAZADOR

Coctel chico de camarones

Coctel mediano de camarones

Coctel grande camarones

VUELVES A LA VIDAS CAZADORES

VUELVE A LA VIDA MEDIANO (camaron, ceviche de pescado, pulpo y ostiones)

VUELVE A LA VIDA GRANDE (camaron, ceviche de pescado, pulpo y ostiones)

OSTIONES

Ostiones en su concha frescos.

Ostiones borrachos con camaron.

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Bebidas

Cervezas

Bud light

Miller

Budweiser

Michelod ultra

Michelod ultra golg

Cocos light

Mexicanas

Corona

Corona premier

Modelo espacil

Negra modelo

Dos xx

Indio

Micheladas

Michelada de la casa

Michelada espacial (camaron fresco, olivos,apio,paleta de tamarindo)

Michelada cazadores espacial (copa grande de 24 oz, camaron fresco, olivos, fruta jicama pepino limón,naranja, dulcesde chamoy)

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Margaritas

Margarita de mango

Margarita tradicional.

Piña colada

Breve descripción del plan de trabajo

Cazadores bar & grill tiene como meta de trabajo traer un ambiente familiar y juvenil ´para todo tipo de opciones de celebraciones ya sea un cumpleaños, despedida de solteros, reunión de amigos o simplemente ir a distraerte ya que contaremos con mesas de billar, pista de baile y un karaoke para poder cantar tus canciones y simplemente ver un partido ya sea de futbol u otro tipo de juego que este televisándose queremos brindar un lugar para distracción a la comunidad de san juan Texas por lo cual pedimos de antemano su permiso para poder trabajar y formar parte de la comunidad de san juan.

La Vitamina Jarocha LLC d/b/a Cazadores Bar & Grill

901 Raul Longoria Road, Suite 2

San Juan, Texas 785598

(956) 500-2427

La Vitamina Jarocha LLC d/b/a Cazadores Bar & Grill will be operated by Alberto Cortez Lopez, the LLC Manager to be located at 901 Raul Longoria Road, Suite 2, San Juan, Hidalgo County, Texas 78589

La Vitamina Jarocha LLC wishes to operate a Lounge and Grill located in the Mel Rose Plaza.

Our Businesses will operate daily as needed seven days a week especially on weekends Primarily during the evenings hours and will open from 4:00 P.M. till 2:00 AM.

We will employ approximately 10 employees including a Manager, Bartender, Wait Staff, and janitorial services. We have over 15 years' experience in the BAR & restaurant industry.

We feel we can operate a Safe AND Friendly neighborhood lounge and provide a comfortable atmosphere resulting in a positive experience, for families, friends and guests who can enjoy and relax in a comfortable setting for socializing with Friends and Family. We will provide food for our hungry customers.

We have a small bar offering domestic and imported Beers, Wine and setups including our homemade Micheladas. We plan to operate under a Wine and Beer Retailer's Permit which authorized the sale of Beer and Wine for On Premise Consumption. We will comply with all City of San Juan Regulations and or Recommendations.

We will have live music, live Mariachi, and Karaoke when requested by certain events.

We have a large and adequate parking area as well as additional parking in our neighbors' parking lot in case of over- crowding.

Alberto Cortez Lopez-Manager

Conditional Use Permit for the Sale of Alcoholic Beverages for On-Premise Consumption at "Cazadores Bar and Grill" located at 901 N. Raul Longoria Road Suite 2 legally described as Pecan Estates 2 Subdivision, as Requested by Alberto Cortez Lopez.

McAllen Ventures LLC
19 Palm Blvd.
Missiouri City, Texas 77459

Orozco, Leticia
P.O. Box 1433
San Juan, Texas 78589

Zacarias, Jose Cruz & Maria
101 E. SGT. Leonel Trevino Road
San Juan, Texas 78589

Gonzalez, John J & Gloria
102 W. Gonzalez Dr.
San Juan, Texas 78589

Tijerina, Christian
2705 Quamasia Avenue
McAllen, Texas 78504

Estrada, Jose E.
405 E. SGT. Trevino Road
San Juan, Texas 78589

2019 San Juan/ 83 LLC
5300 Camp Bowie Blvd.
Fort Worth, Texas 76107

Guajardo, Ramon & Guajardo, Elizabeth
100 Garfield Dr.
San Juan, Texas 78589

Palacios Bros. Investments Inc.
2919 N. Kenyon Road.
Edinburg, Texas 78542

Valencia ML Family LP
1103 N. Raul Longoria Road
San Juan, Texas 78589

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

Jack in the Box Properties LLC
13636 Breton Ridge Street Suite A
Houston, Texas 77070

Villarreal, Maria E
47163 N 30th Lane
McAllen, Texas 78504

Gomez, Carlos & Carmen
P.O. Box 406
San Juan, Texas 78589

Garza, Tomasita
202 E. Gomez Dr.
San Juan, Texas 78589

Suarez, Irene
203 E. Gomez, Dr
San Juan, Texas 78589

Cortez Lopez, Alberto
1908 Delmar Street
Zapata, Texas 78076

Devora, Oralia F
104 Gonzalez Dr.
San Juan, Texas 78589

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Consider Second and Final Reading of an Ordinance for a Conditional Use Permit for the Sale of Alcoholic Beverages (BG – Wine and Beer Retailer's Permit) at "El Grullo Drive-Thru" located at 912 E. Business 83, Legally Described as Lot 1, Mireles Subdivision, as Requested by Ricardo Lara. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

Mr. Lara is requesting a Conditional Use Permit for a Drive-Thru Business and the Sale of Alcoholic Beverages (wine and beer) for Off-Premise Consumption. He is taking over the Drama Llama Drive-Thru that was open in 2021.

The proposed days and hours of operation are Monday thru Sunday from 10:00 a.m. to 12:00 a.m.

The applicant will need to comply with the Texas Alcoholic Beverages Commission (TABC) requirements. Additional permits may be required with the City of San Juan for different alcohol permit.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to five (5) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

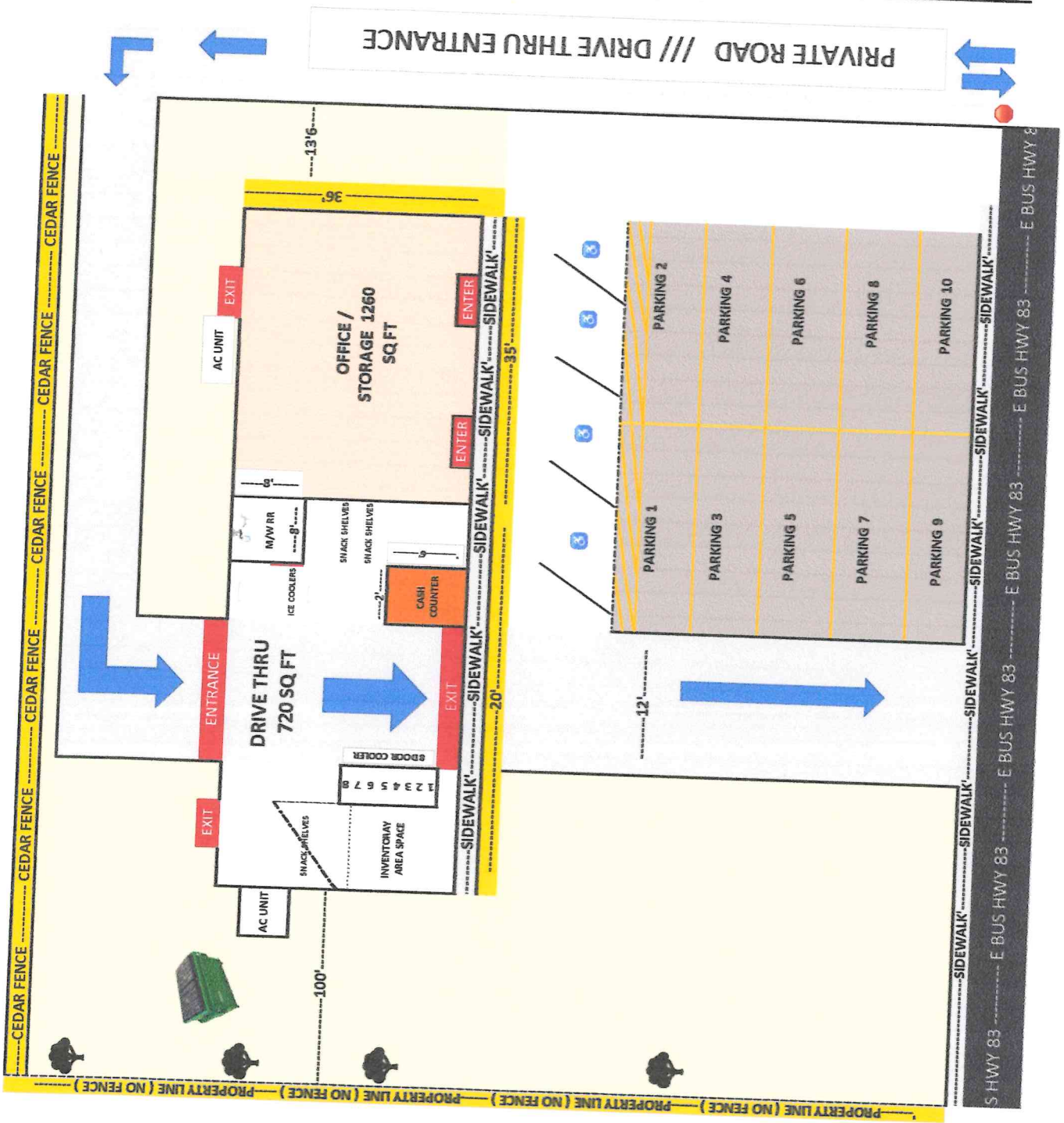
RECOMMENDATION:

Staff recommends approval.

PREPARED BY:
Brenda Escalante,
City Secretary

APPROVED BY:
Benjamin Arjona, City
Manager

El Grullo Drive Thru LLC
DBA El Grullo Drive Thru
912 E Bus 83
San Juan, Tx 78589
956-517-9878



Conditional Use Permit for a Drive Thru Business and for the Sale of Alcoholic Beverages for Off-Premise Consumption at "El Grullo Drive-Thru" located at 912 E. Busniess 83, legally described as Lot 1, Mireles Subdivision Requested by Ricardo Lara

Castro, Edgar & Maria Dávila
2304 E. 28th Street
Mission, Texas 78574

Mireles, Armando & Mireles Elizabeth
1201 Houston Way
San Juan, Texas 78589

TDL Properties LLC
Agent: Dulce Hernandez
120 W. Jonquil Ave.
McAllen, Texas 78501

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

Lara, Ricardo
912 E. Business 83
San Juan ,Texas 78589

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit for the Sale of Alcoholic Beverages (wine and beer) for Off-Premise Consumption at "El Grullo Drive-Thru"
APPLICANT:	Ricardo Lara
SURVEYOR/ENGINEER:	N/A
LEGAL:	Lot 1, Mireles Subdivision
LOCATION:	912 E. Business 83
EXISTING ZONING: **ADJACENT ZONING:**	*North* – Residential; Single-Family Residence District (R-S) / Neighborhood Commercial District (R-MF) *South* – Commercial; Heavy Commercial District (C-3) *East* – Commercial; Heavy Commercial District (C-3) *West* – Commercial; General Business District (C-2)
ACCESS AND CIRCULATION:	This property has access along Business 83
PUBLIC SERVICES:	Water and sewer service are provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval.

EVALUATION AND CONDITIONS FOR APPROVAL

Mr. Lara is requesting a Conditional Use Permit for a Drive-Thru Business and the Sale of Alcoholic Beverages (wine and beer) for Off-Premise Consumption. He is taking over the Drama Llama Drive-Thru that was open in 2021.

The proposed days and hours of operation are Monday thru Sunday from 10:00 a.m. to 12:00 a.m.

The applicant will need to comply with the Texas Alcoholic Beverages Commission (TABC) requirements. Additional permits may be required with the City of San Juan for different alcohol permit.

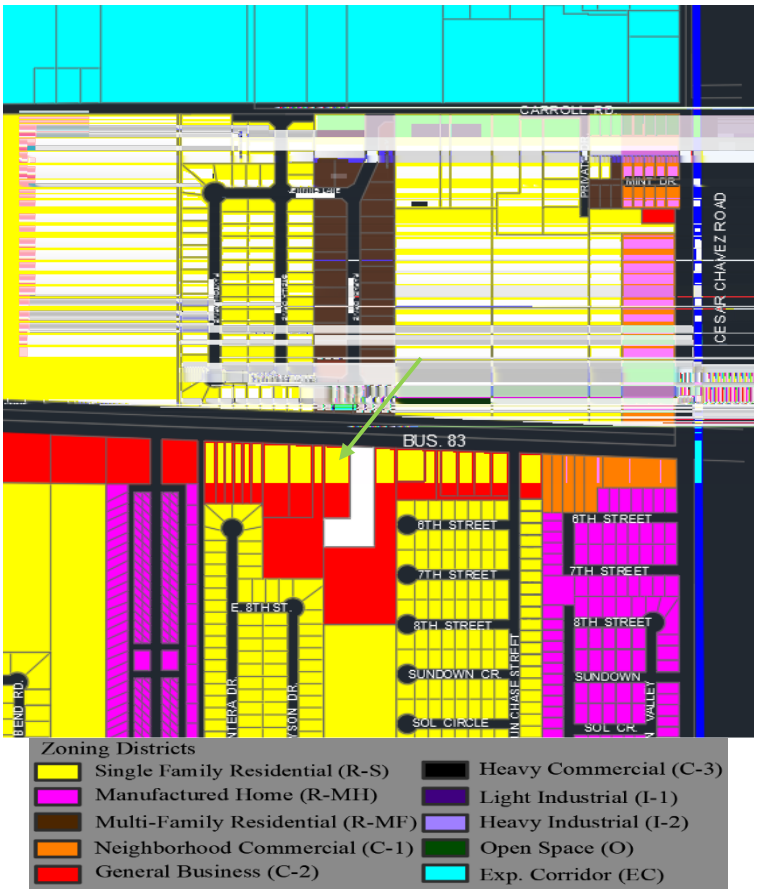
The following are the list of requirements:
1. The applicant must comply with the City's *Security Cameras Ordinance.*
2. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits.
3. No loading or unloading of merchandise in a public street.
4. Must maintain the buffer with the residential uses.
5. There shall be no smoking inside the premises at any time.
6. The business must comply with the city's noise ordinance.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to five (5) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

ATTACHMENTS:
Proposed Site
Location Map
Base Map
Zoning map
Site Plan
List of neighboring property owners receiving notice
Ordinance

Proposed Property

Location Map


CARROLL RD.
CESAR CHAVEZ ROAD
BUS. 83
6TH STREET
7TH STREET
8TH STREET
E. 8TH ST
SUNDOWN CR
SOL CIRCLE
Zoning Districts
Single Family Residential (R-S)
Manufactured Home (R-MH)
Multi-Family Residential (R-MF)
Neighborhood Commercial (C-1)
General Business (C-2)
Heavy Commercial (C-3)
Light Industrial (I-1)
Heavy Industrial (I-2)
Open Space (O)
Exp. Corridor (EC)

Zoning Map

ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES (WINE AND BEER) FOR OFF-PREMISE CONSUMPTION AT "El GRULLO DRIVE-THRU" LOCATED AT 912 E. BUSINESS 83, LEGALLY DESCRIBED AS LOT 1, MIRELES SUBDIVISION, AS PROVIDED IN ARTICLE IV, OF THE ZONING ORDINANCE, CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING FOR A CODE DISPOSITION.

WHEREAS, Ricardo Lara. has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan for the Sale of Alcoholic Beverages (wine and beer) for Off-Premise Consumption at "El Grullo Drive-Thru".

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

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

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to Ricardo Lara has applied for a Conditional Use Permit for the Sale of Alcoholic Beverages for Off-Premise Consumption at "El Grullo Drive-Thru" located at 912 E. Business 83, subject to the following conditions:

1. The applicant must comply with the City's *Security Cameras Ordinance.*
2. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits.
3. No loading or unloading of merchandise in a public street.
4. Must maintain the buffer with the residential uses to the South.
5. There shall be no smoking inside the premises at any time.
6. The business must comply with the city's noise ordinance.

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

PASSED and **APPROVED** on first reading on the 28th day of February, 2023.

PASSED and **APPROVED** on second and final reading on the 28th day of March, 2023.

CITY OF SAN JUAN

_____
MARIO GARZA, MAYOR

ATTEST:

_____
BRENDA ESCALANTE
CITY SECRETARY

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

_____
CITY ATTORNEY

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Consider Second and Final Reading of an Ordinance of the City of San Juan, Texas, Renaming a Certain Portion of 3rd Street From Veterans Boulevard "I Road" to Washingtonia Palm Avenue to be Renamed as "Raul Abrego Street"; Authorizing the Mayor to Execute the Documents Needed to Accomplish Said Renaming of a Public Roadway; Providing for Effective Date; Providing for Publication; Providing for Codification; Providing for a Severability Clause; and Providing for a Repealer Clause. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

An Ordinance of the City of San Juan, Texas, Renaming a Certain Portion of 3rd Street From Veterans Boulevard "I Road" to Washingtonia Palm Avenue to be Renamed as "Raul Abrego Street"; Authorizing the Mayor to Execute the Documents Needed to Accomplish Said Renaming of a Public Roadway; Providing for Effective Date; Providing for Publication; Providing for Codification; Providing for a Severability Clause; and Providing for a Repealer Clause.

RECOMMENDATION:

Staff recommends approval of the first reading as presented.

PREPARED BY:
Brenda Escalante,
City Secretary

APPROVED BY:
Benjamin Arjona, City
Manager

ORDINANCE NO.: _____

AN ORDINANCE OF THE CITY OF SAN JUAN, TEXAS, RENAMING A CERTAIN PORTION OF 3RD STREET FROM VETERANS BOULEVARD "I ROAD" TO WASHINGTONIA PALM AVENUE TO BE RENAMED AS "RAUL ABREGO STREET"; AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENTS NEEDED TO ACCOMPLISH SAID RENAMING OF A PUBLIC ROADWAY; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CODIFICATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEALER CLAUSE.

WHEREAS, the City of San Juan, Texas, a home-rule city, in accordance with its powers and the authority granted to it by state law and City Charter, seeks to re-name a public roadway within its' territorial city limits as indicated herein; and

WHEREAS, Section 311.001 of the Texas Transportation Code provides that a home-rule municipality has exclusive control over and under the public highways, streets, and alleys within municipality's corporate limits and that the municipality may: (1) control, regulate, or remove an encroachment or obstruction on a public street or alley of the municipality; (2) open or change a public street or alley of the municipality; or (3) improve a public highway, street, or alley of the municipality; and

WHEREAS, in accordance with Section 311.001 of the Texas Transportation Code, the City Commission desires to rename a certain portion of 3rd Street from Veterans Boulevard "I Road" to Washingtonia Palm Avenue to be renamed as "Raul Abrego Street".

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

SECTION 1. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION 2. PUBLIC ROADWAY NAME CHANGE. As indicated herein and as more specifically described in **Exhibit "A"**, which is attached hereto and made a part hereof, the City Commission of the City of San Juan, Texas, hereby orders that, as of the effective date of this

Ordinance, a certain portion of 3rd Street from Veterans Boulevard "I Road" to Washingtonia Palm Avenue shall now be known, re-named, and referred to as: Raul Abrego Street.

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

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

SECTION 5. CODIFICATION. That this Ordinance shall not be codified in the Code of Ordinances of the City of San Juan, Texas, as it is not amendatory thereof.

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

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

READ, PASSED AND APPROVED ON FIRST READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041 on the 13th day of February, 2023.

READ, PASSED AND APPROVED IN SECOND READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041 on the _____ day of February, 2023.

CITY OF SAN JUAN, TEXAS

BY: _____
Mario Garza, Mayor

ATTEST:

BY: _____
Brenda Escalante, City Secretary

APPROVED AS TO FORM:

Palacios Garza & Thompson, P.C.

BY: _____
City Attorney

Exhibit "A"

3 RD. STREET RENAMING PROPOSAL
(STANDARD AVENUE - WASHINGTONIAN AVENUE)

N

PLANNING DEPARTMENT

INTERVENTION AREA

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Consider Approval of City Commission Meeting Minutes:
- August 23, 2022
- September 13, 2022
- February 21, 2023
- February 28, 2023

STAFF COMMENTS AND RECOMMENDATIONS:

Approval of City Commission Meeting Minutes.

RECOMMENDATION:

Approval of Minutes.

PREPARED BY:
Brenda Escalante,
City Secretary

APPROVED BY:
Benjamin Arjona, City
Manager

MINUTES OF REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Tuesday, September 13, 2022

TIME: 6:00 p.m.

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

MEMBERS PRESENT: Mario Garza, Mayor
Leonardo "Lenny" Sanchez, Mayor Pro-Tempore
Adina "Dina" Santillan, Commissioner
Ernesto "Neto" Guajardo, Commissioner
Marco "Markie" Villegas, Commissioner
Rick Palacios, City Attorney

STAFF PRESENT: Benjamin Arjona, City Manager
Brenda Escalante, City Secretary
Tirso Garza, Fire Chief
Ruben Morin, Chief of Police
Leroy Gonzalez, Director of Finance
Adelaida Cordero, Director of Human Resources
Armandina Sesin, Library Director
Patrick Willingham, Director of Parks & Recreation
Daniel Tijerina, Director of Planning
Israel Garza, Director of Sanitation/ Public Works
Juan Carlos Martinez, Interim 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:

DISCUSSION: Homero Morales stated he wanted address an issue regarding the trash, brush, and property taxes. Blanca Alcaraz from Union Del Pueblo thanked the Mayor and the City Commission for their support. Eduardo Rincon, San Juan resident who was accompanied by his family, addressed an accident that occurred on Sunday, September 11, 2022 that involved the death of their dog, which they considered part of their family. Mr. Rincon stated a San Juan Police Officer had shot his dog, killing him and asked the Mayor and City Commission what was going to be done regarding this matter. Mayor Mario Garza have his condolences and informed Mr. Rincon he would be receiving a call from Mr. Benjamin Arjona, City Manager first thing the following morning to address this accident.

V. PRESENTATIONS:

A. Recognition of the Texas Amateur Athletic League Local Athletes of the Year.

DISCUSSION: Patrick Willingham, Director of Parks, and Recreation, introduced Julyanna Guajardo and Ethan Guerra and they were recognized as the Texas Amateur League Local Athletes of the Year.

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

DISCUSSION: Mayor Mario Garza stated on October 15, 2022 it's the 2nd Annual First Responders.

VI. PUBLIC HEARING/ ORDINANCES

A. Hold a Public Hearing for a Rezoning Request from Multi-Family Residence District (R-MF) to Single-Family Residence District (R-S) of Lot 2, M & M Subdivision, as Requested by Ramiro Martinez.

Mayor Mario Garza opened the public hearing at 6:23 p.m. and announced anyone wishing to speak for or against this item, may do so.

There were no comments, Mayor Garza closed the Public Hearing at 6:23 p.m.

Carried Unanimously

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

Mayor Mario Garza opened the public hearing at 6:25 p.m. and announced anyone wishing to speak for or against this item, may do so.

There were no comments, Mayor Garza closed the Public Hearing at 6:25 p.m.

Carried Unanimously

C. Consideration and Action Amending Chapter 13 Utilities, Articles 13.02 Solid Waste and Stormwater Pollution Prevention Division 2. Rates, Charges and Billing, Section 13.02.051 Customer Classification; Rate Schedule, to Modify the Reference of 90 Gallon Container to a 96 Gallon Container and to Modify and Provide Additional Roll-off Container Rental

Commissioner Ernesto "Neto" Guajardo motioned to approve and was seconded by Mayor Mario Garza. Motion Passed (5-0).

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

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

VII. APPOINTMENTS

A. Consider the Nomination and Appointment of Board Member(s) Related to the Keep San Juan Beautiful Board.

DISCUSSION: Mayor Mario Garza nominated Angel Ramos, Maria Ocana and Silvia Soto to replace Rubio Muniz.

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

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

A. Preliminary and Final Plat Approval of the Valley Ranch Subdivision No. 3 being a 2.17 acre tract of land out of Lot 11, Block 27, Alamo Land and Sugar Company Subdivision, as Requested by Quintanilla, Headley and Associates, Inc.

Mayor Pro Tem Leonardo "Lenny" Sanchez motioned to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0).

B. Preliminary and Final Plat Approval of the Valley Ranch Subdivision No. 4 being a 19.02 acre tract of land out of Lot 11, Block 27, Alamo Land and Sugar Company Subdivision, as Requested by Quintanilla, Headley and Associates, Inc.

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

C. Consideration and Action to Cast Votes for Nominees for the Election of Places 6 - 9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool.

DISCUSSION:

Place 6- Allison Heyward received five (5) votes.
Place 7- James A. Douglas, Ph.D. received four (4) votes and Rebecca (Becky) Hass received one (1) vote.
Place 8- Marian Mendoza received three (3) votes and Brett Haney received two (2) votes.
Place 9- William Linn received three (3) votes and Stephanie Fisher received two (2) votes.

Carried Unanimously

D. Discussion and Possible Action Regarding the Brush Collection Cost Analysis.

Commissioner Ernesto "Neto" Guajardo motioned to approve and was seconded by Mayor Pro-Tem Leonardo "Lenny" Sanchez. Motion Passed (5-0).

IX. CONSENT AGENDA

A. Consider Second and Final Reading of an Ordinance to Amend Chapter 4 Business Regulations, Article 4.04 Wrecker Businesses of the City of San Juan's Code of Ordinances to Update the Procedures and Requirements to Conduct Wrecker Services within the City Limits of San Juan and Fees Related to such Services by Deleting, Replacing and Updating the City's Current Provisions under Article 4.04 and Renaming Article 4.04 from Wrecker Businesses to Wrecker Services.

B. Consider Approval of City Commission Meeting Minutes:
-February 8, 2022
-February 28, 2022

Mayor Pro Tem Leonardo "Lenny" Sanchez made motion to approve all items under consent agenda and was seconded by Mayor Mario Garza. Motion Passed (5-0).

X. EXECUTIVE SESSION

A. The San Juan City Commission will Convene in Executive Session, in Accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code Chapter 551 et seq. and §551.071 Consultation with Attorney.

1. Pursuant to Section §551.071 CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding the Entertainment Agreement for 2022 Noche De Paz.).

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

Commissioner Marco "Markie" Villegas motioned to enter executive session at 6:56 p.m. and was seconded by Commissioner Ernesto "Neto" Guajardo. Motion Passed (5-0).

XI. RECONVENE

Commissioner Ernesto "Neto" Guajardo motioned to reconvene at 7:52 p.m. and was seconded by Mayor Mario Garza. Motion Passed (5-0).

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

1. Pursuant to Section §551.071 CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding the Entertainment Agreement for 2022 Noche De Paz.).

Commissioner Marco "Markie" Villegas motioned to approve as directed under executive session Benjamin Arjona, City Manager's directive and was seconded by Mayor Mario Garza. Motion Passed (5-0).

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

. ***No Action***

XII. ADJOURNMENT

Commissioner Marco "Markie" Villegas made motion to adjourn at 7:53 P.M. and was seconded by Commissioner Ernesto "Neto" Guajardo. Motion Passed (5-0).

CITY OF SAN JUAN, TEXAS

_____

Mario Garza, Mayor

ATTEST:

_____

Brenda Escalante, City Secretary

MINUTES OF REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Tuesday, August 23, 2022

TIME: 6:00 p.m.

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

MEMBERS PRESENT: Mario Garza, Mayor
Adina "Dina" Santillan, Commissioner
Ernesto "Neto" Guajardo, Commissioner
Marco "Markie" Villegas, Commissioner
Rick Palacios, City Attorney

STAFF PRESENT: Benjamin Arjona, City Manager
Brenda Escalante, City Secretary
Tirso Garza, Chief of Fire
Captain Casarez, Chief of Police
Leroy Gonzales, Finance Director
Adelaida Cordero, Director of Human Resources
Armandina Sesin, Library Director
Patrick Willingham, Director of Parks & Recreation
Monica Gomez, Director of Planning
Israel Garza, Director of Sanitation/ Public Works
Juan Carlos Martinez, Interim Director of Utilities
Mary Enriquez, Court Administrator
Pat Karr, Director of Information Technology

ORDER OF BUSINESS

I. CALL MEETING TO ORDER:
Mayor Mario Garza called meeting to order at 6:00 p.m.

II. INVOCATION:
Benjamin Arjona, City Manager led the Invocation.

III. PLEDGE OF ALLEGIANCE:
Mayor Mario Garza led the Pledge of Allegiance.

IV. PUBLIC COMMENTS:

DISCUSSION: No Public Comments

V. PRESENTATIONS

A. Presentation on Recognizing PSJA ISD for Earning "A" Rating from the Texas Education Agency.

DISCUSSION: Benjamin Arjona, City Manager, recognized the PSJA ISD with a plaque for their "A" rating accomplishment. Mr. Arjona thanked teachers, parents, and kids for their hard work. Mayor Mario Garza congratulated everyone and thanked Dr. Arredondo for all the good work they do for the PSJA District. Dr. Arredondo thanked the Mayor, the City Commission, and the City of San Juan. He stated he was very proud of all his staff and all the PSJA ISD, even though the pandemic kept everybody on their toes and helped them stay on top.

B. Presentation on Department 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.**

DISCUSSION: Mayor Mario Garza asked Benjamin Arjona to set up a meeting with the judge and prosecutors to discuss all the illegal dumping and the brush pick-up. He thinks that the city needs to be a little more proactive on that matter and maybe figure out what type of fees these judges and prosecutors are implementing or know what they are doing.

VI. PUBLIC HEARING/ORDINANCES

A. Hold a Public Hearing of Ordinance for a Rezoning Request from General Business District (C-2) to Single – Family Residence District (R-S) of the 1.63-acre tract of land out of Lot 10, Blocks 5 and 17, John Closner Subdivision, as Requested by Melden & Hunt, Inc.

DISCUSSION: Daniel Tijerina, Director of Planning and Zoning, stated this item was requested by Melden & Hunt, who applied for a zone change, located approximately a quarter mile north of FM 495 along the east side of Veterans Blvd, just north of the Castle Heights subdivision. Mr. Tijerina also noted that the first 250 feet along Veterans Blvd. are zoned as a general business district from Nolana Avenue to FM 495. He stated they mailed nine notices to property owners within a 200-foot radius and received some comments against the change of zone. Furthermore, the Planning and Zoning Commission and staff recommended denial of this request because it did not comply with a future land use map or the surrounding zoning along Veterans Blvd.

Mayor Mario Garza opened the Public Hearing at 6:18PM

Ruben James de Jesus, with Melden & Hunt representing the owners on the change of zone request, stated their reason for the rezoning of the 1.6 acres that are in the front part of the property, which is running along I Road, and it is out of 5 acres. Furthermore, it was explained that this property was handed down to these siblings, who would like to live there, and that they are just trying to maximize the property itself. Also, the reason for the zoning is to match the existing zoning to the east, which is residential, so they are trying to do about 11 single-family lots, of which they plan to sell five and retain five or six. Mayor Mario Garza asked Benjamin Arjona, City Manager, about the property on Standard and Ridge Road that is being developed (about 14 acres, of which 300 feet were commercial) and whether they ever came back asking to add more lots to the area. Mr. Arjona replied that they were aware it was commercial. Mr. Arjona asked Mr. De Jesus if the property behind would be accessible if it were to go through. Mr. Ruben explained that they are proposing one private street fronting that property as they will not have access off I Road. Mayor Pro-Tem Leonardo "Lenny" Sanchez asked if there would be multiple owners. Mr. De Jesus stated all 5 acres would be under one person; the reason it is only 1.6 acres is because that is what is zoned commercial just right off I-70. He stated that Castle Heights does have commercial frontage, but I think the current landowner is not your typical developer. Mayor Garza asked the size of the house they are estimated to build. Mr. James responded that they are going to be foundation homes mainly for families of at least 1500, but they are going to be sitting on half-acre lots. Mayor Garza asked to reconsider other options.

Mayor Mario Garza closed the Public Hearing at 6:31PM

No action was taken.

B. Hold Public Hearing on Adopting the Proposed Tax Rate and Levy for the City of San Juan, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023.

DISCUSSION: Leroy Gonzales, Director of Finance, stated that on Tuesday, August 9, 2022, the City Commission voted and approved the proposed tax rate of 0.6765 for the fiscal year October 1, 2022, through September 30, 2023. A public hearing was scheduled, and all requirements were met.

Mayor Mario Garza opened the Public Hearing at 6:32 PM

Mayor Mario Garza closed the Public Hearing at 6:32 PM

Commissioner Ernesto "Neto" Guajardo motioned to approve and was seconded by Mayor Pro-Tem Leonardo "Lenny" Sanchez. Motion Passed (5-0)

C. Consider and Action Amending Chapter 4 Business Regulations, Article 4.04 Wrecker Businesses of the City of San Juan's Code of Ordinances to update the Procedures and Requirements to Conduct Wrecker Services within the City Limits of San Juan and Fees Related to such Services by Deleting, Relacing and Updating the City's Current Provisions under Article 4.04 and Renaming Article 4.04 from Wrecker Businesses to Wrecker Services.

DISCUSSION: Daniel Tijerina, Director of Planning, stated that the purpose of this ordinance was to amend Chapter 4, Article 4.04, Wrecker Businesses, and the San Juan Code of Ordinances by updating the procedures, requirements, rates, and fees and changing the remaining Article 4.04 from Wrecker Businesses to Wrecker Services. Mr. Tijerina stated that staff recommends approval of the ordinance in your packet. He thanked the city attorney's office for helping us investigate this very closely and ensuring that we are complying with all state requirements. Benjamin Arjona, City Manager stated the fees on the ordinance were too low, and he believed it was an injustice to our wrecker business since everything is going up, including fuel and labor costs. Mr. Arjona mentioned that one of the items that was changed was the allotted time between the time they received the call and when they arrived at the site. I want to say it was like 30 to 45 minutes. Commissioner Adina "Dina" Santillan asked if the wreckers would charge what the state mandated, to which Mr. Arjona replied yes. Mayor Garza asked the captain to make sure they have all records of the response time since it changed to 45 minutes, and that way he would know because of all the construction happening.

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

VII. APPOINTMENTS

A. Consider the Nomination and Appointment of Board Member(s) Related to the Planning and Zoning Board.

DISCUSSION: Brenda Escalante, City Secretary, named all the active board members. Mrs. Escalante stated the Planning and Zoning Board consists of seven members serving a staggered two-year term, and due to the unfortunate loss of Eddie Alaniz, there was a vacancy that needed to be filled by the City Commission for the remainder of the unexpired term. There are 3 applicants, and they were included in your packet.

Commissioner Adina "Dina" Santillan motioned to nominate Mark Salinas and was seconded by Commissioner Ernesto "Neto" Guajardo. Motion Passed (5-0)

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

A. Preliminary and Final Plat Approval of the San Juan Oaks Subdivision being a 5.66-acre tract of land out of Lot 9, Block 35, Alamo Land Sugar Company's Subdivision, located at the Southeast corner of Zapata and 4th Street, as Requested by Nain Engineering, LLC.

DISCUSSION: Daniel Tijerina, Director of Planning, stated that the developer is proposing to subdivide 5.66 acres of land along the east side of 4th street, located at the northwest corner of Stewart and Business 83 area. Mr. Tijerina mentioned they are proposing 23 lots with an entrance and exit along 4th Street. The subdivision is in flood zone X, which is outside special flood zone hazards according to the FEMA map. He noted that the project engineer requested a variance to not comply with the minimum 60-foot lot requirement because they have some lots that are 54, 55, and 58 feet wide. Furthermore, the water and sewer services will be provided by the City of San Juan; hydrants shall be located every 500 feet; the water line shall be looped to the eight-inch water line as per the City of San Juan; and all entrances will be 26 feet wide. Mr. Tijerina stated that staff recommends approval of this preliminary and final plan.

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

B. Discussion and approval of the Interagency MOU Children's Advocacy Center of Hidalgo and Starr Counties (CACHSC) and the City of San Juan. Hidalgo County continues to experience and increase in the reported incidents of child abuse, a trend that has been seen nationwide. In responding to these reports, the CACHSC along with partner agencies will commit to working collaboratively to better serve child abuse cases and provide an intervention response. The undersigned head of department agencies and offices in Hidalgo County agrees to maintain and continue to support the Children's Advocacy Center of Hidalgo and Starr Counties.

DISCUSSION: Benjamin Arjona, City Manager stated that this MOU is just to work together with all the different agencies within the RGV and provide services to the CASA.

Mayor Pro-Tem Leonardo "Lenny" Sanchez motioned to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0)

C. Discussion and Possible Action on Amending the Keep San Juan Beautiful Board Bylaws.

DISCUSSION: Benjamin Arjona, City Manager stated that there has been discussion and the recommendation to increase it from five (5) members to seven (7) for better service when meetings are held. Mayor Mario Garza asked to advertise**.**

Mayor Pro-Tem Leonardo "Lenny" Sanchez motioned to approve and was seconded by Commissioner Ernesto "Neto" Guajardo. Motion Passed (5-0)

IX. RESOLUTION

A. Consideration and Action on Resolution Accepting a Voluntary Annexation Petition, Setting Dates and Times of Public Hearings and Directing the Planning Department to Prepare a Service Plan for the Proposed Valley Ranch Subdivision Phase 3 and 4 Subdivision being a 21.19- acre tract of land out of Lot 11, Block 27, Alamo Land and Sugar Company's Subdivision, located at the Southwest corner of Hal Acres and Cesar Chavez Road, as Requested by Esponjas Development, LTD.

DISCUSSION: Daniel Tijerina, Director of Planning, stated that the Planning and Zoning Commission is proposing to adopt the resolution for voluntary annexation petition, setting the dates and times of the public hearing for proposed Valley Ranch Phases 3 and 4, which are 21.19 acres of land out of Lot 11 in Block 27 of Alamo Land and Sugar Company Subdivision. Mr. Tijerina stated that the property owner of the subject property has submitted a petition for voluntary annexation to the city of San Juan and that the annexation of his property is being undertaken in accordance with the provisions of Chapter 43.028 of the Texas Local Government Code and the City Charter. Mr. Tijerina stated

that staff recommended approval to adopt this resolution to accept a petition for voluntary annexation and set dates and times for the public hearing.

Mayor Pro-Tem Leonardo "Lenny" Sanchez motioned to approve and was seconded by Commissioner Ernesto "Neto" Guajardo. Motion Passed (5-0)

X. CONSENT AGENDA

A. Consider Second and Final Reading of an Ordinance Approving Negotiated Resolution Between the City of San Juan and Texas Gas Service.

B. Consider Second and Final Reading of an Ordinance Regarding Amending Chapter 4 Business Regulations, Article 4.08 Alcoholic Beverages, Section 4.08.002 Licenses and Fees of the City of San Juan, Texas Code of Ordinances to Update the City's Alcoholic Beverages License/Permit fees; Providing for Codification; Providing for a Severability Clause; and Providing for a Repleaer Clause.

C. Consider Second and Final Reading of an Ordinance Regarding a Conditional Use Permit to allow "The Spot" Food Truck Park and Sale of Alcoholic Beverages (wine and beer) for On-Premise Consumption at 103 Alta Street, legally described as lots 16 thru 18, Block 4, Small No. 2 Subdivision, located at the Southwest corner of Alta Street and Raul Longoria Road, as Requested by Yolanda de la Cruz Presenta, LLC.

D. Consider Second and Final Reading of an Ordinance Regarding a Rezoning Request from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF) of the 15.06 acre tract of land out of Lots 3 and 6, Block 8, John Closner Subdivision, as Requested by Cesar de Leon Lara.

E. Consider Approval of the Tax Collection Report for the Month of July 2022.

F. Consider Approval of the Quarterly Investment Report for the Quarter Ending June 30,2022 (Leroy Gonzales, Director of Finance)

G. Consider Approval of the Budget Expenditure Report for the Month of July, 2022.

Commissioner Marco "Markie" Villegas motioned to approve all items under consent agenda and was seconded by Mayor Mario Garza. Motion Passed (5-0)

XI. EXECUTIVE SESSION

A. The San Juan City Commission Will Convene in Executive Session, in Accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code Chapter 551 et seq. and 551.071 Consultation with Attorney.

1. Pursuant to Section 551.087 ECONOMIC DEVELOPMENT NEGOTIATIONS and 551.071 CONSULTATION WITH ATTORNEY; Deliberation Regarding the Economic Development Incentive Agreement between the City of San Juan and BHM Pharr Hospitality, LLC.

2. Pursuant to Section 551.071 CONSULTAION WITH ATTORNEY; Discussion and Possible Action Regarding the Entertainment Agreement for 2022 Noche De Paz.

Commissioner Ernesto "Neto" Guajardo motioned to enter executive session at 6:49 p.m. and was seconded by Mayor Mario Garza. Motion Passed (5-0)

XII. RECONVENE

Commissioner Ernesto "Neto" Guajardo motioned to reconvene at 7:38 p.m. and was seconded by Mayor Pro-Tem Leonardo "Lenny" Sanchez. Motion Passed (5-0)

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

1. Pursuant to Section 551.087 ECONOMIC DEVELOPMENT NEGOTIATIONS and 551.071 CONSULTATION WITH ATORNEY; Deliberation Regarding the Economic Development Incentive Agreement between the City of San Juan and BHM Pharr Hospitality, LLC.

Mayor Mario Garza motioned to move forward as discussed under executive session and was seconded by Mayor Pro-Tem Leonardo "Lenny" Sanchez. Motion Passed (5-0)

2. Pursuant to Section 551.071 CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding the Entertainment Agreement for 2022 Noche de Paz.

No action was taken.

XIII. ADJOURMENT

Commissioner Marco "Markie" Villegas made motion to adjourn the meeting at 7:39 p.m. and was seconded by Commissioner Ernesto "Neto" Guajardo. Motion Passed (5-0)

CITY OF SAN JUAN, TEXAS

_____
Mario Garza, Mayor

ATTEST:

_____
Brenda Escalante, City Secretary

MINUTES OF SPECIAL CALLED MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE:	Tuesday, February 21, 2023
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-Tem Adina "Dina" Santillan, Commissioner Ernesto "Neto" Guajardo, Commissioner Marco "Markie" Villegas, Commissioner Rick Palacios, City Attorney
STAFF PRESENT:	Benjamin Arjona, City Manager Brenda Escalante, Interim City Secretary Tirso Garza, Chief of Fire

ORDER OF BUSINESS

I. CALL MEETING TO ORDER:
Mayor Mario Garza called meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE
Mayor Mario Garza led the Pledge of Allegiance.

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

A. Discussion and Possible Action Regarding the Emergency Medical Services Agreement.

DISCUSSION: Benjamin Arjona, City Manager asked to skip the item and go to executive session and come back and vote on this item. Mayor Mario Garza agreed as he had some legal questions.

IV. 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 Legal Issues Concerning the Emergency Medical Services Agreement.

Commissioner Marco "Markie" Villegas motioned to enter executive session at 6:01 p.m. and was seconded by Commissioner Adina "Dina" Santillan. Motion Passed (3-0)

V. RECONVENE

Commissioner Marco "Markie" Villegas motioned to reconvene at 8:13 p.m. and was seconded by Mayor Pro-Tem Leonardo "Lenny" Sanchez. Motion Passed (4-0) Commissioner Ernesto "Neto" Guajardo abstained vote.

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

1. Pursuant to Section §551.071 CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding Legal Issues Concerning the Emergency Medical Services Agreement.

Commissioner Adina "Dina" Santillan motioned to authorize the City Manager to negotiate with terms for Emergency Medical Services with Pharr EMS and was seconded by Mayor Pro-Tem Leonardo "Lenny" Sanchez. Motion Passed (4-0) Mayor Mario Garza abstained vote.

VI. ADJOURNMENT

Commissioner Marco "Markie" Villegas made motion to adjourn at 8:15 p.m. and was seconded by Mayor Pro-Tem Leonardo "Lenny" Sanchez. Motion Passed (5-0)

CITY OF SAN JUAN, TEXAS

_____
Mario Garza, Mayor

ATTEST:

_____
Brenda Escalante, City Secretary

MINUTES OF REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Tuesday, February 28, 2023

TIME: 6:00 p.m.

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

MEMBERS PRESENT: Mario Garza, Mayor
Leonardo "Lenny" Sanchez, Mayor Pro Tempore
Adina "Dina" Santillan, Commissioner
Ernesto "Neto" Guajardo, Commissioner
Marco "Markie" Villegas, Commissioner
Rick Palacios, City Attorney

STAFF PRESENT: Benjamin Arjona, City Manager
Brenda Escalante, City Secretary
Tirso Garza, Chief of Fire
Leandro Sifuentes, Interim Chief of Police
Leroy Gonzales, Finance Director
Adelaida Cordero, Director of Human Resources
Armandina Sesin, Library Director
Patrick Willingham, Director of Parks & Recreation
Daniel Tijerina, Director of Planning
Israel Garza, Director of Sanitation/ Public Works
Juan Carlos Martinez, Director of Utilities
Mary Enriquez, Court Administrator
Pat Karr, Director of Information Technology

ORDER OF BUSINESS

I. CALL MEETING TO ORDER:

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

II. INVOCATION:

Benjamin Arjona, City Manager led the Invocation.

III. PLEDGE OF ALLEGIANCE:

Mayor Mario Garza led the Pledge of Allegiance.

IV. PUBLIC COMMENTS:

DISCUSSION: Guadalupe Acevedo asked, if possible, to pave the street around Sylvia Circle and asked for more police patrolling due to possible drug activity. Tony Saldana, a city resident, praised Israel Garza, Director of Sanitation, for the recent clean-up event and thanked the City Commission for all the support.

V. PRESENTATIONS:

A. Presentation on Proclamation Honoring and Recognizing Raul Abrego.

DISCUSSION: Benjamin Arjona, City Manager, gave a brief biography of Raul Abrego. Mayor Mario Garza presented and read the proclamation honoring Mr. Raul Abrego. Mayor Garza and the City Commission thanked Mr. Abrego for his service and sacrifice. Mr. Abrego thanked the city for its recognition. Mr. Arjona stated that they would go out of order, skipping to public hearings for item A.

I. PUBLIC HEARINGS / ORDINANCES

A. An Ordinance of the City of San Juan, Texas, Renaming a Certain Portion of 3rd Street From Veterans Boulevard "I Road" to Washingtonia Palm Avenue to be Renamed as "Raul Abrego Street"; Authorizing the Mayor to Execute the Documents Needed to Accomplish Said Renaming of a Public Roadway; Providing for Effective Date; Providing for Publication; Providing for Codification; Providing for a Severability Clause; and Providing for a Repealer Clause.

DISCUSSION: Benjamin Arjona, City Manager introduced the item and stated this was a public hearing for an Ordinance of the City of San Juan, Texas, Renaming a Certain Portion of 3rd Street From Veterans Boulevard "I Road" to Washingtonia Palm Avenue to be Renamed as "Raul Abrego Street"; Authorizing the Mayor to Execute the Documents Needed to Accomplish Said Renaming of a Public Roadway; Providing for Effective Date; Providing for Publication; Providing for Codification; Providing for a Severability Clause; and Providing for a Repealer Clause.

Mayor Mario Garza opened the public hearing at 6:15 p.m.

Mayor Mario Garza along with the entire City Commission thanked and congratulated Mr. Raul Abrego. Mr. Abrego emotional thanked the City Commission for the honor.

Mayor Mario Garza closed the public hearing at 6:17 p.m.

Commissioner Ernesto "Neto" Guajardo motioned to approve and was seconded by Mayor Pro-Tem Leonardo "Lenny" Sanchez. Motion Passed (5-0)

B. Presentation on Proclamation Supporting the Hidalgo County's Prosperity Task Force.

DISCUSSION: Commissioner Adina "Dina" Santillan read the proclamation supporting Hidalgo County's Prosperity Task Force. Mario Reyna, representing Hidalgo County, asked for the city's cooperation.

C. Presentation of the Texas Amateur Athletic Federation City of The Year Award to the City of San Juan Parks and Recreation Department. [Patrick Willingham, Director of Parks, and Recreation]

DISCUSSION: Patrick Willingham, Director of Parks and Recreation, informed the City Commission about their recognition in the City of Grand Prairie, Texas, as they received the City of the Year award by the Texas Amateur Athletic Federation in the small city category. Mayor Mario Garza Mr. Willingham was asked if he foresees an increase in participation once the new facility opens, to which he replied yes.

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

1. **Department of Finance Monthly Report. [Leroy Gonzales, Director of Finance]**
2. **Fire Department Monthly Report. [Tirso Garza, Fire Chief]**
3. **Police Department Monthly Report. [Leandro Sifuentes, Interim Chief of Police]**

4. **Municipal Court Monthly Report [Mary Enriquez, Court Administrator]**
5. **Department of Utilities Monthly Report. [Juan Carlos Martinez, Interim Director of Utilities]**

DISCUSSION: Benjamin Arjona, City Manager recognized them, and the Finance Department was notified that they were awarded the distinguishing presentation award. Leroy Gonzales, Director of Finance, stated they would place it in the next city meeting. Commissioner Marco "Markie" Villegas praised Israel Garza, Director of Sanitation, for taking care of an illegal dumping that included 50 tires. Mayor Pro-Tem Leonardo "Lenny" Sanchez asked Leandro Sifuentes, Interim Chief of Police, to keep an eye out for illegal dumping activity during the late hours. Mayor Mario Garza asked Chief Sifuentes to look into the pricing of cameras, and Chief Sifuentes stated that they were looking into the possibility of getting two under a grant. Mr. Arjona mentioned that he is working with Mr. Garza and the IT Department on getting some utility pole cameras. Commissioner Villegas asked Mr. Garza to maybe mark the street or put up a don't block sign on El Dora and Raul Longoria due to heavy traffic. Mayor Garza asked Mary Enriquez, Municipal Court Administrator, to create a list of judges that includes the number of arraignments, civil cases, and citations they issue.

II. PUBLIC HEARINGS / ORDINANCES

B. Hold a Public Hearing for the Rezoning Request from Single-Family Residential District (R-S) to Multi-Family Residential District (R-MF) for a 3.87-Acre Tract of Land out of Lot 16, Block 8, John Closner Subdivision Excluding the West 100' (Drain Ditch), as Requested by Javier A. Peña. [Daniel Tijerina, Director of Planning]

DISCUSSION: Daniel Tijerina, Director of Planning and Zoning, stated that Mr. Pena is applying for a rezoning request from Single-Family Residential District (R-S) to Multi-Family Residential District (R-MF) for the property located just north of the Dollar General Store. Furthermore, the surrounding properties consist of both commercial and residential uses. And the property owner will be required to subdivide the property in order to make any improvements to the property. He stated that staff mailed a notice of the public hearing before the Planning and Zoning Commission to thirteen (13) property owners within a two hundred (200) foot radius and received no comments in favor or against this request. Mr. Tijerina stated that staff recommended approval of this request.

Mayor Mario Garza opened the public hearing at 6:45 p.m.

Mayor Mario Garza asked if the owner was aware of the front part being C2 and the back being multi, to which Mr. Tijerina replied yes, as they've met several times. Benjamin Arjona, City Manager, stated that the property owner is willing to develop the front part as a motor retail business strip. Mayor Mario Garza closed the public hearing at 6:45 p.m.

Commissioner Marco "Markie" Villegas motioned to approve and was seconded by Mayor Mario Garza. Motion Passed (5-0)

C. Hold a Public Hearing for a Conditional Use Permit for the Sale of Alcoholic Beverages (BG – Wine and Beer Retailer's Permit) at "Cazadores Bar and Grill" Located at 901 N. Raul Longoria Road, Legally Described as Pecan Estates Block 2, as Requested by Alberto Cortez Lopez. [Daniel Tijerina, Director of Planning]

DISCUSSION: Daniel Tijerina, Director of Planning and Zoning stated that Mr. Cortez Lopez is requesting a Conditional Use Permit for the Sale of Alcoholic Beverages (BG-Wine and Beer Retailer's Permit) for On-Premise Consumption and late hours permit until 2:00 a.m. at the proposed "Cazadores Bar & Grill" Restaurant, located at the Northeast corner of Sgt. Leonel Trevino and Raul Longoria Road, where Papa John's was located. The applicant is proposing a Lounge and Grill place to relax after work counting with live music, pool tables, karaoke nights, big screens and dance floor with operation hours, seven days at

week from 4:00 p.m. to 2:00 a.m. (See attached letter, food menu and layout). Furthermore, the applicant will need to comply with the Texas Alcoholic Beverages Commission (TABC) requirements. Additional permits may be required with the City of San Juan for different alcohol permit. Staff mailed a notice of the public hearing before the Planning and Zoning Commission to eighteen (18) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

Mayor Mario Garza opened the public hearing at 6:48 p.m.

Ruben Navarro asked for location confirmation and stated that he believes a could be a safety hazard due to the heavy traffic in the intersection. Commissioner Adina "Dina" Santillan asked for clarification regarding the permitted hours of operations to which Mr. Tijerina stated that the Planning and Zoning recommendation which is 1:00 a.m. instead of 2:00 a.m. Mayor Mario Garza asked what type of alcohol would be sold. Raul Santiago representing the requestor stated only beer and wine would be sold. Mayor Garza asked if the applicant is willing to comply with all the requirements, to which Mr. Tijerina replied that they agreed.

Mayor Mario Garza closed the public hearing at 6:17 p.m.

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

D. Hold a Public Hearing for a Conditional Use Permit for the Sale of Alcoholic Beverages (BG – Wine and Beer Retailer's Permit) at "El Grullo Drive-Thru" Located at 912 E. Business 83, Legally Described as Lot 1, Mireles Subdivision, as Requested by Ricardo Lara. [Daniel Tijerina, Director of Planning]

DISCUSSION: Daniel Tijerina, Director of Planning and Zoning stated Ricardo Lara is requesting a Conditional Use Permit for a Drive-Thru Business and the Sale of Alcoholic Beverages (wine and beer) for Off-Premise Consumption. Furthermore, the applicant is taking over the Drama Llama Drive-Thru that was open in 2021. The proposed days and hours of operation are Monday thru Sunday from 10:00 a.m. to 12:00 a.m. Mr. Tijerina stated that the applicant will need to comply with the Texas Alcoholic Beverages Commission (TABC) requirements. Additional permits may be required with the City of San Juan for different alcohol permit.

The following are the list of requirements:

1. The applicant must comply with the City's Security Cameras Ordinance.
2. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license, and health permits.
3. No loading or unloading of merchandise in a public street.
4. Must maintain the buffer with the residential uses.
5. There shall be no smoking inside the premises at any time.
6. The business must comply with the city's noise ordinance.

Also, staff mailed a notice of the public hearing before the Planning and Zoning Commission to five (5) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

Mayor Mario Garza opened the public hearing at 6:54 p.m.

Commissioner Adina "Dina" Santillan asked if the hours of operation were the same as the previous business to which Mr. Tijerina replied they were the same.

Mayor Mario Garza closed the public hearing at 6:54 p.m.

Commissioner Ernesto "Neto" Guajardo motioned to approve and was seconded by Mayor Pro-Tem Leonardo "Lenny" Sanchez. Motion Passed (5-0)

E. Hold a Public Hearing for a Voluntary Annexation Petition for the Proposed Stewart Coves Subdivision, which is a 16.579-Acre Tract of Land out of Lots 1 and 6, Stewart's Addition to the Conway Gardens, located at the Northwest Corner of Moore and Stewart Road, as Requested by the Joyce E. Soulek Living Trust. [Daniel Tijerina, Director of Planning]

DISCUSSION: Daniel Tijerina, Director of Planning and Zoning stated that this item is a plan unit that they have been working on along with the City Attorney the annexation of a 16.579-acre tract of land to build the Stewart Coves Subdivision, which is 37.258 acres total. The property is located at the Northwest corner of Moore and Stewart Roads with 184 residential lots. The property owner of the subject property has submitted a petition for the voluntary annexation to the City of San Juan. Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43, Municipal Annexation, Section 43.028, and the City Charter. Resolution No. 2023-01 was approved by the City Commission on January 10, 2023 and dates and times of the public hearings were set to incite the annexation process.

Mayor Mario Garza opened the public hearing at 6:56 p.m.

Mayor Mario Garza asked if the city was ready with the man power because is a big development. Benjamin Arjona, City Manager stated that they need to come out with a plan maybe working an additional day and hiring more staff. Commissioner Marco "Markie" Villegas stated that with these huge new developments its their due diligence to find a way to get it done. Mr. Arjona mentioned that they have been working with the city financial advisor in creating the five-year CIP in order to bring more heavy equipment. Commissioner Adina "Dina' Santillan asked how far along are the development to which Mr. Tijerina replied they still need to go through the Plan Unit Development which is close to a year and a half before any house are build. Mayor Garza asked for workshop to discuss this matter.

Mayor Mario Garza closed the public hearing at 7:06 p.m.

Commissioner Ernesto "Neto" Guajardo motioned to approve and was seconded by Mayor Mario Garza. Motion Passed (5-0)

F. Consider Approval on Second and Final Reading of the Ordinance Amending Chapter 4. Business Regulations, Article 4.12. Food Establishment Regulations of the City of San Juan's Code of Ordinances by Adding Division 3. Mobile Food Court to Provide for Additional Regulations Applicable to Mobile Food Courts Located within the City Limits of San Juan; Providing for Effective Date; Providing for Publication; Providing for Codification; Providing for Severability Clause; and Providing for a Repealer Clause. [Daniel Tijerina, Director of Planning]

DISCUSSION: Daniel Tijerina, Director of Planning and Zoning stated that this item was the food court ordinance amended as requested per the City Commission on the Special Called meeting of January 31, 2023. Mr. Tijerina stated that changes needed were made to focus on mobile food court like the minimum square footage for food parks, distances between parks and the requirement of them acquiring a conditional use permit. Additionally, it included certain city inspection guidelines. Mr. Tijerina stated staff recommended approval of the second and final reading of the ordinance.

Mayor Mario Garza motioned to approve and was seconded by Commissioner Ernesto "Neto" Guajardo. Motion Passed (5-0)

G. Consider Approval on Second and Final Reading of the Ordinance Amending Appendix A. Unified Development Code, Chapter 2. Zoning Regulations, Article IV. District Use and Area Regulations, Section 5.00 General Business District (C-2), Subsection 5.02 Conditional Uses (Required Permits) of the City of San Juan's Code of Ordinances to Provide for the Requirement of a Conditional Use Permit for Mobile Food Courts; Providing for Effective Date; Providing for Publication; Providing for Codification; Providing for a Severability Clause; and Providing for a Repealer Clause. [Daniel Tijerina, Director of Planning]

DISCUSSION: Daniel Tijerina, Director of Planning and Zoning stated this ordinance goes along with the previous ordinance amending the sections that allows a mobile food court to operate through a conditional use permit in a C2, general commercial business district or higher.

Mayor Pro-Tem Leonardo "Lenny" Sanchez motioned to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0)

III. APPOINTMENTS

A. Consideration and Action to Appoint, Re-appoint and/or remove one (1) Board Member of the Planning and Zoning Commission. [Brenda Escalante, City Secretary]

DISCUSSION: Brenda Escalante, City Secretary stated that the Planning and Zoning Commission consists of seven (7) members serving two (2)-year staggered terms. Furthermore, as per the Planning and Zoning Commission Bylaws, if absent more than three (3) consecutive times, members shall be automatically dropped from membership. Mrs. Escalante stated staff is asking to consider the removal of one member, Victor Perez, Jr., and the appointment of one new member to serve the remainder of his unexpired term. Mayor Mario Garza asked if city staff had ever reached out to Mr. Victor Perez, Jr. Daniel Tijerina, Director of Planning and Zoning, stated that they have tried all measures via email, text, and phone with no luck.

Commissioner Adina "Dina" Santillan motioned to remove Victor Perez Jr. appoint Luis Mancillas and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0)

Mayor Mario Garza motioned to stand in recess at 7:15 p.m. Motion Passed (4-0)

Mayor Pro-Tem Leonardo "Lenny" Sanchez motioned to reconvene at 7:18 p.m. and was seconded by Mayor Mario Garza. Motion Passed (4-0)

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

A. Discussion and Action, if any, to Provide a Letter of Support to the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) for their Rio Grande Valley Regional Transit Authority Feasibility Study (RGV RTA Feasibility Study) Application Under the Federal Transit Administration's Areas of Persistent Poverty Grant Program (AoPP) and Authorize the Mayor to Execute any Related Documents.

DISCUSSION: Benjamin Arjona, City Manager stated the RGVMPO is asking for a letter for support as they will be applying for the feasibility study. Javier Dominguez with the Rio Grande Valley MPO stated he was present to answer any questions the City Commission had.

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

B. Consider Authorizing the San Juan Interim Chief of Police to Dispose of and Trade in Recon Scout Robot to Recon Robotics Trade-it Program for a $2,500 Discount on the New Robot.

DISCUSSION: Mayor Pro-Tem Leonardo "Lenny" Sanchez stated that this robot is the one they use for the alert team. As they want to trade the old one to get a new version with better working operating system.

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

V. RESOLUTIONS

A. Consider and action, if any, on Resolution authorizing the San Juan Police Department to submit a grant application to the Office of the Governor, Rifle-Resistant Body Armor 2023 Project for FY 2023-2024. [Leandro Sifuentes, Interim Chief of Police]

DISCUSSION: Benjamin Arjona, City Manager stated that there was no local match.

Commissioner Adina "Dina" Santillan motioned to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0)

B. Consideration and action, if any, on Resolution authorizing the San Juan Police Department to submit a grant application to the Office of the Governor, Body Worn Cameras Project for FY 2023-2024. [Leandro Sifuentes, Interim Chief of Police]

DISCUSSION: Benjamin Arjona, City Manager stated that this was a resolution to submit an application for the body worn cameras grant and this has a 25 percent local match. Mayor Pro-Tem Leonardo "Lenny Sanchez asked if the city was going to purchase cameras for the city's code enforcement officers. Mr. Arjona replied it was to replace and purchase additional cameras.

Commissioner Marco "Markie" Villegas motioned to approve and was seconded by Commissioner Adina "Dina" Santillan. Motion Passed (5-0)

C. Consideration and action, if any, on Resolution authorizing the San Juan Police Department to submit a grant application to the Office of the Governor, SHSP Regular Project for FY 2023-2024. [Leandro Sifuentes, Interim Chief of Police]

DISCUSSION: Benjamin Arjona, City Manager stated that the grant application from the Texas Office of the Governors-Homeland Security Grants Division, State Homeland Security Program (SHSP) is to purchase ballistics helmets, full body armor, and breaching tools. Furthermore, this equipment will assist officers in being prepared for threats and hazards that pose the greatest risk to the security of our community and the grant has no cost share.

Commissioner Adina "Dina" Santillan motioned to approve and was seconded by Commissioner Marco "Markie" Villegas. Motion Passed (5-0)

D. Consideration and action, if any, on Resolution authorizing the San Juan Police Department to submit a grant application to the Office of the Governor, LETPA Project for FY 2023-2024. [Leandro Sifuentes, Interim Chief of Police]

DISCUSSION: Benjamin Arjona, City Manager stated that the grant application from the Texas Office of the Governors-Homeland Security Grants Division, Law Enforcement Terrorism Prevention (LETPA) grant project is to purchase communication radio headsets. Furthermore, this equipment will assist officers in being prepared for threats and hazards that pose the greatest risk to the security of our community and the grant has no cost share.

Mayor Pro-Tem Leonardo "Lenny" Santillan motioned to approv and was seconded by Commissioner Adina "Dina" Santillan. Motion Passed (5-0)

E. Consideration and action, if any, on Resolution authorizing the San Juan Police Department to submit a grant application to the Office of the Governor, Justice Assistance Program for FY 2023-2024. [Leandro Sifuentes, Interim Chief of Police]

DISCUSSION: Benjamin Arjona, City Manager stated that the grant application from the Texas Office of the Governors-Criminal Justice Division, criminal justice grant project is to purchase in-car dash camera

systems. Furthermore, his equipment will assist officers in improving the civility of police and citizen encounters and change citizens' perceptions of police transparency and the grant has no cost share.

Commissioner Marco "Markie" Villegas motioned to approve and was seconded by Commissioner Adina "Dina" Santillan. Motion Passed (5-0)

VI. CONSENT AGENDA

A. Consider Approval of City Commission Meeting Minutes:
- February 13, 2023

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

VII. 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 and Section §551.087, ECONOMIC NEGOTIONS; Deliberation Regarding City/EDC Real Estate Properties.**

Commissioner Marco "Markie" Villegas motioned to enter executive session at 7:27 p.m. and was seconded by Commissioner Ernesto "Neto" Guajardo. Motion Passed (5-0)

VIII. RECONVENE

Commissioner Marco "Markie" Villegas motioned to reconvene at 7:59 p.m. and was second by Commissioner Adina "Dina" Santillan. Motion Passed (5-0)

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

1. **Pursuant to Section §551.071 CONSULTATION WITH ATTORNEY and Section §551.087, ECONOMIC NEGOTIONS; Deliberation Regarding City/EDC Real Estate Properties.**

No action was taken.

IX. ADJOURMENT

Commissioner Adina "Dina" Santillan motioned to adjourn at 7:59 p.m. and was seconded by Mayor Pro-Tem Mario Garza. 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
MARCH 28, 2023

Consider Approval of the Tax Collection Report for the Month of January 2023.[Leroy Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Tax Collection Report for the Month of January 2023.

RECOMMENDATION:

Approve as Presented.

PREPARED BY:
Brenda Escalante,
City Secretary

APPROVED BY:
Benjamin Arjona, City Manager

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

To: Benjamin Arjona, City Manager

From: Leroy Gonzales, Director of Finance

Date: March 6, 2023

Subject: Monthly Collection Report – January, 2023

Attached you will find the above referenced monthly tax collection report as submitted by Pablo "Paul" Villarreal Jr., County of Hidalgo, Tax Collector for the City of San Juan, Texas.

According to the property tax code, Section 10 **Reports and Remittances of Other Taxes**, "Each month the collector of taxes for a taxing unit shall prepare and submit to the governing body of the unit a written report made under oath accounting for all taxes collected for the unit during the preceding month".

The following summary is included into this memorandum for information purposes:

SUMMARY OF TAX LEVY COLLECTIONS

Tax Year	2022	2021	2020	2019	2018
Tax Levy	10,077,461.55	9,088,383.56	8,178,632.33	7,793,728.78	7,286,363.64
Adjustment to date	83,331.89	65,817.85	267,480.56	(31,767.84)	(16,319.15)
Adjusted Tax Levy	10,160,793.44	9,154,201.41	8,446,112.79	7,761,960.94	7,270,044.49
Collections to date	8,210,592.37	8,834,000.89	8,133,995.20	7,396,436.76	6,913,739.06
Percentage Collected	80.81%	96.50%	95.30%	95.29%	95.10%

A Property Tax Adjustments Report (by account) for the same month and prior months is available from the Finance Department.

If you have any questions, please do not hesitate in calling me at 956-223-2232.

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

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

PREPARED BY: JOHN M GONZALEZ

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN TAXES COLLECTED FOR:
JANUARY 2023

COMPARATIVE RATE OF COLLECTIONS

CITY OF SAN JUAN CSJ (37)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2022/2023	COLLECTED 2021/2022
2022 TAX ROLL	10,077,461.55	8,210,592.37		83,331.89	1,950,201.07	80.81%	80.60%
2021 & PRIOR YRS	1,238,990.29	118,904.30		(12,854.12)	1,107,231.87	9.70%	9.92%
ROLLBACK	12,542.85	19,912.32		17,604.36	10,234.89	66.05%	26.92%
TOTALS	11,328,994.69	8,349,408.99	-	88,082.13	3,067,667.83		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JANUARY 2023

	CITY OF SAN JUAN	MONTHLY MODIFICATIONS	
CURRENT YEAR-BASE TAX	3,500,297.74	(13,943.66)	CURRENT
CURRENT YEAR-P&I	-		
PRIOR YEARS-BASE TAX	39,233.26	(833.24)	PRIOR
PRIOR YEARS-P&I	14,320.74		
ROLLBACK	-	-	ROLLBACK
ROLLBACK P&I	-		
ATTORNEY FEES	7,154.50	-	PURGED
TOTAL COLLECTIONS	3,561,006.24	(14,776.90)	
LESS TRANSFERRED	1,731,139.49		
LESS IN TRANSIT	1,826,118.91		
LESS DUE TO HCAD COMM. FEE	203.84		
LESS DUE TO CO TREASURER	3,544.00		
BALANCE	-		

HIDALGO COUNTY ASSESSOR & COLL OF TEXAS

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF SAN JUAN, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JANUARY 2023 IS CORRECT.

Pablo (Paul) Villarreal Jr.

ASSESSOR-COLLECTOR OF TAXES FOR CITY OF SAN JUAN, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 17TH DAY OF FEBRUARY 2023 A.D.

Mark Martinez

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC
Mark A. Martinez
Notary ID# 13366428-4
My Comm. Exp. 04-18-2026
STATE OF TEXAS

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF SAN JUAN
TAX COLLECTIONS FOR MONTH OF: JANUARY 2023

37 - CSJ

REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEES	TOTAL	TOTAL TRANSF	DIFF.	DATE OF TRANSF.
											-		-	
4-Jan	83,408.04	-			1,299.65	247.80			165.18		85,120.67		85,120.67	
5-Jan	160,109.02	-			1,906.31	582.60			252.97		162,850.90	244,427.57	(81,576.67)	11-Jan
6-Jan	63,980.65	-			2,140.04	638.96			368.79		67,128.44	67,128.44	-	12-Jan
7-Jan	(796.90)	-			-	-			-		(796.90)		(796.90)	
9-Jan	98,884.64	-			893.74	339.36			181.10		100,298.84	99,501.94	796.90	13-Jan
10-Jan	86,795.53	-			311.22	97.64			61.33		87,265.72	87,265.72	-	17-Jan
11-Jan	235,393.28	-			302.32	30.96			12.42		235,738.98	235,738.98	-	18-Jan
12-Jan	70,168.61	-			3,261.81	853.75			617.34		74,901.51	74,901.51	-	19-Jan
13-Jan	92,700.90	-			1,032.23	286.01			185.96		94,205.10	94,205.10	(0.00)	20-Jan
17-Jan	133,916.51	-			5,921.02	2,957.36			1,308.10		144,102.99	144,102.99	-	23-Jan
18-Jan	83,777.52	-			1,001.74	424.59			201.64		85,405.49	85,405.49	-	24-Jan
19-Jan	97,276.84	-			2,049.34	774.08			421.50		100,521.76	100,521.76	-	25-Jan
20-Jan	75,586.50	-			1,607.81	784.99			301.49		78,280.79	78,280.79	0.00	26-Jan
23-Jan	91,456.21	-			2,269.99	689.51			392.17		94,807.88	94,807.88	-	27-Jan
24-Jan	171,045.33	-			2,813.72	1,800.82			542.15		176,202.02	176,202.02	-	30-Jan
25-Jan	145,459.02	-			2,174.68	684.05			331.55		148,649.30	148,649.30	(0.00)	31-Jan
26-Jan	205,994.47	-			1,598.64	523.47			285.44		208,402.02	208,402.02	0.00	1-Feb
27-Jan	203,379.64	-			423.50	230.76			94.51		204,128.41	204,128.41	0.00	2-Feb
28-Jan	(194.94)	-			(715.03)	(23.16)			-		(933.13)		(933.13)	
30-Jan	281,380.86	-			1,549.92	477.20			279.00		283,686.98	282,753.85	933.13	3-Feb
31-Jan	1,120,576.01	-			7,390.61	1,919.99			1,151.86		1,131,038.47	1,130,834.63	203.84	16-Feb
											-		-	
											-		-	
											-		-	
											-		-	
											-		-	
TTL	3,500,297.74	0.00	0.00	0.00	39,233.26	14,320.74	0.00	0.00	7,154.50	0.00	3,561,006.24	3,557,258.40	3,747.84	

OVERALL TOTAL	3,561,006.24
LESS REFUNDS	0.00
LESS HCAD COMM FEES	203.84
LESS COMM/COST	3,544.00
BALANCE	3,557,258.40
LESS TRANSFERRED	1,731,139.49
LESS TRANSF IN TRANSIT	1,826,118.91
BALANCE PENDING	0.00

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN
TAX COLLECTION REPORT
FOR THE MONTH OF JANUARY 2023

AD VALOREM - CITY OF SAN JUAN	2022-2023	2021-2022	DIFFERENCE
2022 CURRENT			
ORIGINAL LEVY	10,077,461.55	9,088,383.56	989,077.99
MODIFICATIONS	83,331.89	92,010.27	(8,678.38)
CURRENT LEVY	10,160,793.44	9,180,393.83	980,399.61
CURRENT COLLECTIONS THIS MONTH	3,500,297.74	2,581,277.43	919,020.31
CURRENT COLLECTIONS TO DATE	8,210,592.37	7,399,067.11	811,525.26
OUTSTANDING TO DATE	1,950,201.07	1,781,326.72	168,874.35
PERCENT COLLECTED/ORIGINAL	81.47%	81.41%	0.06%
PERCENT COLLECTED/MODIFIED	80.81%	80.60%	0.21%
TOTAL COLLECTIONS FISCAL YEAR	**8,210,592.37**	**7,399,067.11**	
DELINQUENT			
ORIGINAL LEVY	1,238,990.29	1,310,937.78	(71,947.49)
MODIFICATIONS	(12,854.12)	(12,907.82)	53.70
DELINQUENT LEVY	1,226,136.17	1,298,029.96	(71,893.79)
DELINQUENT COLLECTIONS THIS MONTH	39,233.26	32,046.08	7,187.18
DELINQUENT COLLECTIONS TO DATE	118,904.30	128,795.56	(9,891.26)
OUTSTANDING TO DATE	1,107,231.87	1,169,234.40	(62,002.53)
PERCENT COLLECTED/ORIGINAL	9.60%	9.82%	-0.22%
PERCENT COLLECTED/MODIFIED	9.70%	9.92%	-0.22%
TOTAL COLLECTIONS FISCAL YEAR	**118,904.30**	**128,795.56**	
ROLLBACK			
ORIGINAL LEVY	12,542.85	8,033.72	4,509.13
MODIFICATIONS	17,604.36	11,264.86	6,339.50
ROLLBACK LEVY	30,147.21	19,298.58	10,848.63
ROLLBACK COLLECTIONS THIS MONTH	0.00	5,196.14	(5,196.14)
ROLLBACK COLLECTIONS TO DATE	19,912.32	5,196.14	14,716.18
OUTSTANDING TO DATE	10,234.89	14,102.44	(3,867.55)
PERCENT COLLECTED/ORIGINAL	158.75%	64.68%	94.07%
PERCENT COLLECTED/MODIFIED	66.05%	26.92%	39.13%
TOTAL COLLECTIONS FISCAL YEAR	**19,912.32**	**5,196.14**	

FISCAL START: 10/01/2022 END: 09/30/2023 JURISDICTION: 0037 CITY OF SAN JUAN

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	1,537,667,138	13,452,687	1,551,119,825	00.676500	10,160,793.44	9,823

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2022	10,077,461.55	13,943.66-	83,331.89	3,500,297.74	8,210,592.37	1,950,201.07	80.81	0.00
2021	320,200.52	316.27-	11,045.41-	22,281.29	68,926.55	240,228.56	22.30	0.00
2020	134,486.85	199.50-	1,201.43-	6,669.37	18,365.34	114,920.08	13.78	0.00
2019	95,105.83	179.12-	214.08-	3,036.26	8,740.23	86,151.52	9.21	0.00
2018	74,157.05	138.35-	138.35-	2,634.72	7,002.29	67,016.41	9.46	0.00
2017	59,165.82	.00	254.85-	1,334.42	3,740.89	55,170.08	6.35	0.00
2016	53,419.08	.00	0.00	646.80	2,397.91	51,021.17	4.49	0.00
2015	50,079.67	.00	0.00	271.65	1,253.18	48,826.49	2.50	0.00
2014	44,118.74	.00	0.00	182.80	1,147.75	42,970.99	2.60	0.00
2013	41,794.16	.00	0.00	54.28	464.52	41,329.64	1.11	0.00
2012	40,257.50	.00	0.00	441.13	1,366.45	38,891.05	3.39	0.00
2011	51,672.62	.00	0.00	534.79	996.13	50,676.49	1.93	0.00
2010	36,688.72	.00	0.00	476.23	735.77	35,952.95	2.01	0.00
2009	36,853.00	.00	0.00	158.58	388.00	36,465.00	1.05	0.00
2008	30,500.98	.00	0.00	114.60	430.46	30,070.52	1.41	0.00
2007	27,360.14	.00	0.00	59.81	451.24	26,908.90	1.65	0.00
2006	23,796.93	.00	0.00	172.23	504.38	23,292.55	2.12	0.00
2005	20,302.93	.00	0.00	61.90	378.83	19,924.10	1.87	0.00
2004	14,812.52	.00	0.00	5.23	155.53	14,656.99	1.05	0.00
2003	15,335.78	.00	0.00	0.00	135.03	15,200.75	.88	0.00
2002	12,750.47	.00	0.00	35.38	263.02	12,487.45	2.06	0.00
2001	56,130.98	.00	0.00	61.79	1,060.80	55,070.18	1.89	0.00
****	11,316,451.84	14,776.90-	70,477.77	3,539,531.00	8,329,496.67	3,057,432.94		0.00
CURR	10,077,461.55	13,943.66-	83,331.89	3,500,297.74	8,210,592.37	1,950,201.07		0.00
DELQ	1,238,990.29	833.24-	12,854.12-	39,233.26	118,904.30	1,107,231.87		0.00

CITY OF SAN JUAN, TEXAS
AS OF JANUARY 2023

Levy 2022 (22-23 YR)

10,077,461.55	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEPT 2023	
Adjustments	99,593.52	96,837.99	97,275.55	83,331.89	-	-	-	-	-	-	-	-	
Adjstd Levy	10,177,055.07	10,174,299.54	10,174,737.10	10,160,793.44	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	2022
Collections	72,408.80	797,569.82	4,710,294.63	8,210,592.37	-	-	-	-	-	-	-	-	
Percentage	0.71	7.84	46.29	80.81	-	-	-	-	-	-	-	-	

Levy 2021 (21-22 YR)

9,088,383.56	OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEPT 2022	
Adjustments	103,468.54	102,204.24	96,189.28	92,010.27	86,694.75	74,038.53	73,011.86	71,058.66	70,491.94	70,491.94	65,817.85	65,817.85	2021
Adjstd Levy	9,191,852.10	9,190,587.80	9,184,572.84	9,180,393.83	9,175,078.31	9,162,422.09	9,161,395.42	9,159,442.22	9,158,875.50	9,158,875.50	9,154,201.41	9,154,201.41	
Collections	117,479.56	889,430.88	4,817,789.68	7,399,067.11	8,108,720.86	8,399,334.17	8,541,246.35	8,637,705.74	8,712,788.24	8,776,259.67	8,805,648.29	8,834,000.89	
Percentage	1.28	9.68	52.46	80.60	88.38	91.67	93.23	94.30	95.13	95.82	96.19	96.50	

Levy 2020 (20-21 YR)

8,178,632.23	OCT 2020	NOV 2020	DEC 2020	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	SEPT 2021	
Adjustments	286,189.51	287,603.92	287,434.23	281,486.41	277,644.91	269,697.34	268,515.52	268,245.14	267,796.38	267,796.38	267,480.56	267,480.56	2020
Adjstd Levy	8,464,821.74	8,466,236.15	8,466,066.46	8,460,118.64	8,456,277.14	8,448,329.57	8,447,147.75	8,446,877.37	8,446,428.61	8,446,428.61	8,446,112.79	8,446,112.79	
Collections	130,555.94	684,177.98	3,953,871.77	6,761,511.71	7,363,117.19	7,730,743.55	7,883,151.58	7,958,400.88	8,038,910.70	8,088,931.19	8,112,398.19	8,133,995.20	
Percentage	1.54	8.08	46.70	79.92	87.07	91.51	93.32	94.22	95.18	95.77	96.05	96.30	

Levy 2019 (19-20 YR)

7,793,728.78	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	SEPT 2020	
Adjustments	(2,881.85)	(8,507.53)	(10,226.02)	(12,344.25)	(8,461.48)	(24,205.85)	(24,205.85)	(26,575.44)	(26,496.84)	(31,605.07)	(31,605.07)	(31,767.84)	2019
Adjstd Levy	7,790,846.93	7,785,221.25	7,783,502.76	7,781,384.53	7,785,267.30	7,769,522.93	7,769,522.93	7,767,153.34	7,767,231.94	7,762,123.71	7,762,123.71	7,761,960.94	
Collections	175,292.78	640,774.22	3,552,655.97	6,112,934.56	6,653,965.90	6,935,008.58	7,038,803.16	7,163,810.26	7,269,120.58	7,334,802.90	7,369,890.49	7,396,486.76	
Percentage	2.25	8.23	45.64	78.56	85.47	89.26	90.60	92.23	93.59	94.49	94.95	95.29	

Levy 2018 (18-19 YR)

7,286,363.64	OCT 2018	NOV 2018	DEC 2018	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEPT 2019	
Adjustments	(1,478.12)	(296.36)	(1,465.69)	(6,625.78)	(9,052.85)	(11,708.08)	(13,529.11)	(14,311.16)	(14,818.41)	(14,818.41)	(14,818.41)	(16,319.15)	2018
Adjstd Levy	7,286,363.64	7,286,067.28	7,284,897.95	7,279,737.86	7,277,310.79	7,274,655.56	7,272,834.53	7,272,052.48	7,271,545.23	7,271,545.23	7,271,545.23	7,270,044.49	
Collections	40,446.92	465,847.78	3,420,804.86	5,752,692.83	6,215,142.89	6,505,324.90	6,627,411.69	6,726,104.39	6,801,180.60	6,848,618.95	6,886,059.71	6,913,739.06	
Percentage	0.56	6.39	46.96	79.02	85.40	89.42	91.13	92.49	93.53	94.18	94.70	95.10	

Levy 2017 (17-18 YR)

7,112,363.88	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEPT 2018	
Adjustments	10,342.19	7,030.81	19,613.03	15,576.11	6,300.15	5,051.36	(822.12)	(3,285.89)	(3,543.48)	(3,543.48)	(4,428.76)	(4,985.64)	2017
Adjstd Levy	7,122,706.07	7,119,394.69	7,131,976.91	7,127,939.99	7,118,664.03	7,117,415.24	7,111,541.76	7,109,077.99	7,108,820.40	7,108,820.40	7,107,935.12	7,107,378.24	
Collections	39,756.60	482,899.51	3,199,539.87	5,537,376.14	6,069,205.04	6,342,559.09	6,465,719.48	6,561,382.23	6,639,410.61	6,693,744.82	6,734,386.80	6,751,777.82	
Percentage	0.56	6.78	44.86	77.69	85.26	89.11	90.92	92.30	93.40	94.16	94.74	95.00	

Levy 2016 (16-17 YR)

6,638,277.98	OCT 2016	NOV 2016	DEC 2016	JAN 2017	FEB 2017	MAR 2017	APR 2017	MAY 2017	JUN 2017	JUL 2017	AUG 2017	SEPT 2017	
Adjustments	(2,244.53)	(3,422.70)	(7,758.17)	(10,913.72)	(10,913.72)	(15,052.40)	(16,154.85)	(15,889.62)	(16,537.42)	(16,537.42)	(16,537.42)	(19,259.27)	
Adjstd Levy	6,636,033.45	6,634,855.28	6,630,519.81	6,627,364.26	6,627,364.26	6,623,225.58	6,622,123.13	6,622,388.36	6,621,740.56	6,621,740.56	6,621,740.56	6,619,018.71	
Collections	38,038.02	484,217.14	2,932,614.30	5,130,709.37	5,593,914.24	5,874,412.22	5,981,376.95	6,063,246.26	6,135,073.86	6,173,392.85	6,211,806.10	6,232,308.52	
Percentage	0.57	7.30	44.23	77.42	84.41	88.69	90.32	91.56	92.65	93.23	93.81	94.16	

Levy 2015 (15-16 YR)

6,363,985.51	OCT 2015	NOV 2015	DEC 2015	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUN 2016	JUL 2016	AUG 2016	SEPT 2016
Adjustments	16,923.38	16,343.86	15,174.33	12,248.13	3,359.23	2,743.56	3,689.88	3,689.88	3,643.08	3,453.65	3,453.65	2,492.92
Adjstd Levy	6,380,908.89	6,380,329.37	6,379,159.84	6,376,233.64	6,367,344.74	6,366,729.07	6,367,675.39	6,367,675.39	6,367,628.59	6,367,439.16	6,367,439.16	6,366,478.43
Collections	30,228.48	473,930.57	2,957,041.48	4,868,335.42	5,383,897.22	5,636,678.33	5,759,686.01	5,836,094.81	5,909,114.77	5,945,053.31	5,978,898.45	6,006,559.85
Percentage	0.47	7.43	46.35	76.35	84.55	88.53	90.45	91.65	92.80	93.37	93.90	94.35

Levy 2014 (14-15 YR)

6,062,874.30	OCT 2014	NOV 2014	DEC 2014	JAN 2015	FEB 2015	MAR 2015	APR 2015	MAY 2015	JUN 2015	JUL 2015	AUG 2015	SEPT 2015
Adjustments	60,733.51	60,140.93	56,698.99	53,665.41	34,516.60	24,796.93	23,579.34	27,488.04	24,224.31	23,656.24	22,138.85	22,138.85
Adjstd Levy	6,123,607.81	6,123,015.23	6,119,573.29	6,116,539.71	6,097,390.90	6,087,671.23	6,086,453.64	6,090,362.34	6,087,098.61	6,086,530.54	6,085,013.15	6,085,013.15
Collections	16,215.04	492,588.40	2,645,528.79	4,602,715.11	5,106,457.36	5,336,845.78	5,422,212.16	5,505,371.53	5,593,139.34	5,669,786.37	5,702,816.66	5,720,270.90
Percentage	0.26	8.04	43.23	75.25	83.75	87.67	89.09	90.39	91.89	93.15	93.72	94.01

Levy 2013 (13-14 YR)

6,026,969.81	OCT 2013	NOV 13	DEC 13	JAN 14	FEB 14	MAR 14	APR 14	MAY 14	JUN 14	JUL 2014	AUG 2014	SEPT 14
Adjustments	(34.83)	4,339.90	2,590.79	(5,378.19)	(6,015.81)	(8,260.56)	(11,819.73)	(8,375.80)	(12,883.52)	(15,059.23)	(15,348.77)	(16,498.87)
Adjstd Levy	6,026,934.98	6,031,309.71	6,029,560.60	6,021,591.62	6,020,954.00	6,018,709.25	6,015,150.08	6,018,594.01	6,014,086.29	6,011,910.58	6,011,621.04	6,010,470.94
Collections	32,279.62	601,876.01	2,596,943.90	4,373,398.17	4,986,813.44	5,265,476.99	5,363,199.71	5,431,795.38	5,510,781.54	5,573,532.08	5,598,332.25	5,620,809.41
Percentage	0.54	9.98	43.07	72.63	82.82	87.49	89.16	90.25	91.63	92.71	93.13	93.52

Levy 2012 (12-13 YR)

5,863,668.66	OCT 2012	NOV 12	DEC 12	JAN 13	FEB 13	MAR 13	APR 13	MAY 13	JUN 13	JUL 2013	AUG 2013	SEP 13
Adjustments	-	-	7,624.63	8,071.65	6,337.14	25,567.07	(6,855.00)	(7,107.30)	(13,669.36)	(13,669.36)	(14,510.29)	(15,355.04)
Adjstd Levy	5,863,668.66	5,863,668.66	5,871,293.29	5,871,740.31	5,870,005.80	5,889,235.73	5,856,813.66	5,856,561.36	5,849,999.30	5,849,999.30	5,849,158.37	5,848,313.62
Collections	2,857.95	394,574.30	2,403,399.43	4,142,161.70	4,771,528.55	5,056,363.27	5,208,931.41	5,298,704.35	5,376,134.09	5,421,008.00	5,450,025.91	5,464,167.23
Percentage	0.05	6.73	40.93	70.54	81.29	85.86	88.94	90.47	91.90	92.67	93.18	93.43

Levy 2011 (FY 11-12)

5,807,342.89	Oct 11	Nov 11	Dec 11	Jan 12	Feb 12	Mar 12	Apr 12	May 12	Jun 12	JUL 2012	AUG 2012	Sept 12
Adjustments	(434.68)	9,757.00	7,191.02	6,935.04	6,744.28	2,616.92	1,327.13	(8,800.15)	(8,800.15)	(8,800.15)	(8,800.15)	(16,234.68)
Adjsted Levy	5,806,908.21	5,817,099.89	5,814,533.91	5,814,277.93	5,814,087.17	5,809,959.81	5,808,670.02	5,798,542.74	5,798,542.74	5,798,542.74	5,798,542.74	5,791,108.21
Collections	25,371.26	392,871.83	2,396,193.95	4,155,865.79	4,708,746.12	4,965,341.54	5,065,102.65	5,150,088.82	5,222,129.74	5,277,964.33	5,311,263.11	5,330,189.09
Percentage	0.44	6.75	41.21	71.48	80.99	85.46	87.20	88.82	90.06	91.02	91.60	92.04

Levy 2010 (FY 10-11)

5,689,359.60	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sept 11
Adjustments	(369.63)	(2,132.72)	(365.30)	(4,388.62)	(4,901.42)	(5,178.87)	(6,706.52)	(2,962.02)	(4,257.62)	(11,079.53)	(11,173.60)	(11,810.88)
Adjsted Levy	5,688,989.97	5,687,226.88	5,688,994.30	5,684,970.98	5,684,458.18	5,684,180.73	5,682,653.08	5,686,397.58	5,685,101.98	5,678,280.07	5,678,186.00	5,677,548.72
Collections	11,208.32	303,322.85	2,229,933.43	3,961,301.50	4,493,973.39	4,795,345.18	4,910,935.95	5,002,794.49	5,110,911.55	5,160,040.97	5,182,936.93	5,202,931.77
Percentage	0.20	5.33	39.20	69.68	79.06	84.36	86.42	87.98	89.90	90.87	91.28	91.64

Levy 2009 (FY 09-10)

5,701,885.79	OCT 09	NOV 09	DEC 09	JAN 10	FEB 10	MAR 10	APR 10	MAY 10	JUN 10	JUL 10	AUG 10	SEP 10
Adjustments	-	7,424.84	16,530.13	14,684.93	14,684.93	(14,062.27)	(15,130.69)	(14,892.39)	(21,523.95)	(22,109.34)	(23,755.08)	(24,108.71)
Adjsted Levy	5,701,885.79	5,709,310.63	5,718,415.92	5,716,570.72	5,716,570.72	5,687,823.52	5,686,755.10	5,686,993.40	5,680,361.84	5,679,776.45	5,678,130.71	5,677,777.08
Collections	20,202.08	312,328.39	2,062,388.58	3,825,229.28	4,409,951.58	4,628,745.47	4,740,932.15	4,854,551.44	4,950,637.34	5,007,393.58	5,051,197.80	5,080,118.00
Percentage	0.35	5.47	36.07	66.91	77.14	81.38	83.37	85.36	87.15	88.16	88.96	89.47

Levy 2008 (FY 08-09)

5,024,376.42	OCT 08	NOV 08	DEC 08	JAN 09	FEB 09	MAR 09	APR 09	MAY 09	JUN 09	JUL 09	AUG 09	SEP 09
Adjustments	2,627.82	36,019.13	60,676.90	60,676.90	52,123.47	29,177.11	27,155.50	23,864.16	23,055.80	23,055.80	23,047.86	22,638.15
Adjsted Levy	5,027,004.24	5,060,395.55	5,085,053.32	5,085,053.32	5,076,499.89	5,053,553.53	5,051,531.92	5,048,240.58	5,047,432.22	5,047,432.22	5,047,424.28	5,047,014.57
Collections	58,594.96	304,883.37	1,731,394.12	3,322,372.84	3,910,956.49	4,110,332.08	4,204,850.46	4,313,453.83	4,404,354.93	4,469,283.70	4,497,381.41	4,525,948.61
Percentage	1.17	6.02	34.05	65.34	77.04	81.34	83.24	85.44	87.26	88.55	89.10	89.68

Levy 2007 (FY 07-08)

4,465,732.01	OCT 07	NOV 07	DEC 07	JAN 08	FEB 08	MAR 08	APR 08	MAY 08	JUN 08	JUL 08	AUG 08	SEP 08
Adjustments	5,634.29	25,650.41	26,468.55	26,317.38	23,912.91	53,985.03	70,876.85	70,208.10	75,527.65	75,857.78	75,857.78	71,443.44
Adjstd Levy	4,471,366.30	4,491,382.42	4,492,200.56	4,492,049.39	4,489,644.92	4,519,717.04	4,536,608.86	4,535,940.11	4,541,259.66	4,541,589.79	4,541,589.79	4,537,175.45
Collections	-	174,014.26	1,414,513.24	2,700,830.81	3,404,823.73	3,610,562.37	3,725,312.50	3,818,853.23	3,936,124.72	3,996,774.34	4,047,092.33	4,084,101.82
Percentage	-	3.87	31.49	60.12	75.84	79.88	82.12	84.19	86.67	88.00	89.11	90.01

Levy 2006 (FY 06-07)

3,969,895.75	OCT 06	NOV 06	DEC 06	JAN 07	FEB 07	MAR 07	APR 07	MAY 07	JUN 07	JUL 07	AUG 07	SEP 07
Adjustments	652.70	3,094.18	3,880.78	2,673.19	2,956.92	1,511.22	1,882.04	4476.77	4,476.77	4,196.49	3,820.62	3,820.62
Adjstd Levy	3,970,548.45	3,972,989.93	3,973,776.53	3,972,568.94	3,972,852.67	3,971,406.97	3,971,777.79	3,974,372.52	3,974,372.52	3,974,092.24	3,973,716.37	3,973,716.37
Collections	7,623.95	256,052.80	1,252,142.50	2,367,711.39	2,955,181.63	3,152,274.42	3,241,653.45	3,311,256.82	3,396,702.55	3,450,406.31	3,507,247.07	3,543,750.21
Percentage	0.19	6.44	31.51	59.60	74.38	79.37	81.62	83.32	85.47	86.82	88.26	89.18

Levy 2005 (FY 05-06)

3,624,334.79	OCT 05	NOV 05	DEC 05	JAN 06	FEB 06	MAR 06	APR 06	MAY 06	JUN 06	JUL 06	AUG 06	SEP 06
Adjustments	11,601.05	27,324.77	27,418.24	26,296.99	25,427.27	25,748.58	25,804.16	25,728.96	25,963.46	25,963.46	25,282.63	24,069.10
Adjstd Levy	3,635,935.84	3,651,659.56	3,651,753.03	3,650,631.78	3,649,762.06	3,650,083.37	3,650,138.95	3,650,063.75	3,650,298.25	3,650,298.25	3,649,617.42	3,648,403.89
Collections	235,068.44	1,216,067.43	1,485,867.17	2,145,921.90	2,680,117.58	2,859,160.58	2,942,344.67	3,001,789.83	3,069,943.94	3,123,142.83	3,160,234.59	3,184,175.39
Percentage	6.47	33.30	40.69	58.78	73.43	78.33	80.61	82.24	84.10	85.56	86.59	87.28

PREPARED BY: Leroy Gonzales

March 6, 2023

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Consider Approval of the Budget Expenditure Report for the Month of January 31, 2023. [Leroy Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Budget Expenditure Report for the Month of January 31, 2023.

RECOMMENDATION:

Approve as Presented

PREPARED BY:
Brenda Escalante,
City Secretary

APPROVED BY:
Benjamin Arjona, City
Manager

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

Memorandum

To: Benjamin Arjona , City Manager

From: Leroy Gonzales, Director of Finance

Date: March 7, 2023

Subject: Budget Expenditure Report – January 31, 2023

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

The funds are listed as follows:

Approved Budgets:	Fund No.	Page
• General Fund	10	1 – 5
• Enterprise Funds		
a. Solid Waste	22	6
b. Utility Fund	56	7 - 8
c. Utility I & S	60	9
d. Water & Sewer I & S	61	10
• Special Revenue Fund:		
a. Local Truancy Prevention & Diversion Fund	18	11
b. Local Municipal Jury Fund	19	12
c. Municipal Court-Building Security	20	13
d. Municipal Court-Technology	21	14
e. Revolving Loan	23	15
f. Parks Sport Fee	25	16
g. Parks Development	26	17
h. Wrecker Law Enforcement	27	18
i. Asset Forfeiture-State	28	19
j. Miscellaneous Grants	30	20
k. Crime Victims Liaison Grant	32	21
l. Hotel/Motel Occupancy Tax	33	22
m. Asset Forfeiture-Federal Sharing	35	23
n. Storm Water Fund	55	24
• Debt Service Fund	36	25
Other City Funds:		
• Capital Projects		
a. City Hall/Park	41	26
b. Bond Series 2019	42	27

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

Other City Funds –Continue

h. 2020 Bond	49	34
i. TDEM Fund	51	35
i. Certificate of Obligation 2007	52	36
j. Capital Projects Fire Station	53	37
k. 2014 Bond	54	38
l. 2022 Bond – Fire Truck	57	39

Component Unit:

• San Juan E.D.C.	24	40
• San Juan Economic Development Corp.	29	41

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

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	7,735,948	6,202,408	-	(1,533,540)	2,944,905	2,645,038	80.18
SALES TAX REVENUE	4,692,480	1,135,463	-	(3,557,017)	365,702	361,988	24.20
FRANCHISE TAX	1,046,500	174,642	-	(871,858)	39,774	74,685	16.69
LICENSES & PERMITS	729,525	284,034	-	(445,491)	53,732	61,631	38.93
FEES & FINES	228,107	62,845	-	(165,262)	11,780	17,652	27.55
INTERGOVERNMENTAL REVENUE	974,258	280,430	-	(693,828)	63,081	58,792	28.78
OTHER REVENUE	471,800	278,216	-	(193,584)	112,338	79,522	58.97
Transfer Inn	-	-	-	-	-	-	-
TOTAL REVENUES	**15,878,618**	**8,418,040**	**-**	**(7,460,578)**	**3,591,312**	**3,299,309**	**53.01**
EXPENDITURE SUMMARY							
LEGISLATIVE							
PUR PROP SRVS & OTH SRVS	23,700	7,658	805	15,237	444	1,162	35.71
SUPPLIES	7,400	1,752	111	5,537	829	407	25.18
MISCELLANEOUS	148,837	118,148	60	30,629	7,081	21,797	79.42
LEGISLATIVE	**179,937**	**127,558**	**976**	**51,403**	**8,354**	**23,365**	**71.43**
CITY MANAGER							
SALARIES & WAGES/BENEFIT	196,211	66,178		130,033	24,042	16,623	33.73
PURCHASED PROF/TECH SRVS	156,000	47,368	15,914	92,718	19,000	8,368	40.57
PUR PROP SRVS & OTH SRVS	6,750	2,186	205	4,359	165	93	35.42
SUPPLIES	520	60	-	460	-	60	11.53
CAPITAL OUTLAY	108,717	14,450	-	94,267	-	-	13.29
MISCELLANEOUS	1,050	128	-	922	-	-	12.18
CITY MANAGER	**469,248**	**130,370**	**16,119**	**322,759**	**43,207**	**25,143**	**31.22**
CITY SECRETARY							
SALARIES & WAGES/BENEFIT	197,555	39,869		157,686	11,551	9,894	20.18
PURCHASED PROF/TECH SRVS	15,000	5,369	-	9,631	1,588	3,781	35.79
PUR PROP SRVS & OTH SRVS	10,950	3,433	804	6,714	327	1,237	38.69
SUPPLIES	3,560	196	434	2,930	21	30	17.70
MISCELLANEOUS	45,529	100	247	45,182	-	-	0.76
CITY SECRETARY	**272,594**	**48,967**	**1,485**	**222,142**	**13,487**	**14,942**	**18.51**
MUNICIPAL COURT							
SALARIES & WAGES/BENEFIT	209,083	67,811		141,272	24,985	17,536	32.43
PURCHASED PROF/TECH SRVS	64,984	17,122	28,800	19,062	4,501	12,149	70.67
PUR PROP SRVS & OTH SRVS	11,614	1,034	367	10,213	660	74	12.06
SUPPLIES	4,962	994	194	3,774	83	596	23.95
MISCELLANEOUS	1,755	55	-	1,700	-	55	3.13
MUNICIPAL COURT	**292,398**	**87,016**	**29,361**	**176,021**	**30,229**	**30,410**	**39.80**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
FINANCE							
SALARIES & WAGES/BENEFIT	437,824	131,073	-	306,752	47,944	32,327	29.94
PURCHASED PROF/TECH SRVS	3,500	-	-	3,500	-	-	-
PUR PROP SRVS & OTH SRVS	19,380	4,609	2,562	12,209	1,197	1,973	37.00
SUPPLIES	3,610	1,092	1,871	647	265	406	82.07
MISCELLANEOUS	19,255	3,610	1,242	14,403	185	480	25.20
FINANCE	**483,569**	**140,384**	**5,675**	**337,511**	**49,591**	**35,186**	**30.20**
PLANNING							
SALARIES & WAGES/BENEFIT	553,375	170,663		382,712	59,586	45,187	30.84
PURCHASED PROF/TECH SRVS	17,500	10,992	471	6,037	7,429	(2,225)	65.50
PUR PROP SRVS & OTH SRVS	18,900	1,002	536	17,362	110	384	8.14
SUPPLIES	27,353	5,068	3,394	18,892	1,314	1,298	30.93
CAPITAL OUTLAY	15,072	72	-	15,000	-	-	0.48
MISCELLANEOUS	19,575	-	-	19,575	-	-	-
PLANNING	**651,775**	**187,797**	**4,400**	**459,577**	**68,439**	**44,643**	**29.49**
POLICE							
SALARIES & WAGES/BENEFIT	4,071,751	1,091,925	-	2,979,826	401,055	285,265	26.82
PURCHASED PROF/TECH SRVS	53,400	32,146	1,473	19,781	31,165	223	62.96
PUR PROP SRVS & OTH SRVS	83,937	30,885	9,572	43,481	14,116	6,186	48.20
SUPPLIES	218,595	54,343	53,498	110,755	11,425	10,495	49.33
CAPITAL OUTLAY	5,208	-	5,208	-	-	-	100.00
DEBT SERVICE	333,457	-	-	333,457	-	-	-
MISCELLANEOUS	46,098	5,367	22,968	17,763	400	1,400	61.47
POLICE	**4,812,446**	**1,214,665**	**92,718**	**3,505,063**	**458,160**	**303,569**	**27.17**
FIRE							
SALARIES & WAGES/BENEFIT	2,073,771	596,752		1,477,019	205,794	155,629	28.78
PURCHASED PROF/TECH SRVS	34,200	9,522	2,010	22,668	474	-	33.72
PUR PROP SRVS & OTH SRVS	89,710	6,767	8,281	74,662	(14)	904	16.77
SUPPLIES	130,257	42,745	17,680	69,832	20,213	4,298	46.39
CAPITAL OUTLAY	411,161	142,969	188,653	79,538	10,989	-	80.66
DEBT SERVICE	122,979	54,900	-	68,079	-	-	44.64
MISCELLANEOUS	10,455	1,500	-	8,955	-	-	14.35
FIRE	**2,872,533**	**855,155**	**216,623**	**1,800,754**	**237,457**	**160,831**	**37.31**
STREETS, ALLEY, OTHER							
SALARIES & WAGES/BENEFIT	354,061	106,855	-	247,206	36,840	25,340	30.18
PUR PROP SRVS & OTH SRVS	365,000	140,168	7,966	216,866	44,285	34,694	40.58
SUPPLIES	111,071	27,098	13,282	70,691	12,138	1,834	36.35
CAPITAL OUTLAY	46,200	-		46,200	-	-	-
MISCELLANEOUS	7,400	-	-	7,400	-	-	-
STREETS, ALLEY, OTHER	**883,732**	**274,121**	**21,248**	**588,363**	**93,263**	**61,868**	**33.42**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
CENTRAL GARAGE							
SALARIES & WAGES/BENEFIT	203,837	58,191		145,646	22,863	13,828	28.55
PUR PROP SRVS & OTH SRVS	8,200	1,388	101	6,711	62	940	18.16
SUPPLIES	30,315	5,277	1,884	23,154	2,432	1,809	23.62
CENTRAL GARAGE	**242,352**	**64,856**	**1,985**	**175,510**	**25,357**	**16,577**	**27.58**
PARKS							
SALARIES & WAGES/BENEFIT	993,374	287,260		706,114	103,784	67,054	28.92
PURCHASED PROF/TECH SRVS	2,500	1,654		846	325	567	66.16
PUR PROP SRVS & OTH SRVS	128,760	43,484	3,477	81,799	10,937	9,399	36.47
SUPPLIES	59,623	21,683	5,493	32,447	5,393	6,777	45.58
CAPITAL OUTLAY	7,250	7,191	-	59	-	-	99.19
DEBT SERVICE	58,394	20,078		38,316	-	20,078	34.38
MISCELLANEOUS	399,020	287,176	18,670	93,174	121,847	30,558	76.65
PARKS	**1,648,921**	**668,526**	**27,640**	**952,755**	**242,286**	**134,434**	**42.22**
BUILDING MAINTENANCE							
SALARIES & WAGES/BENEFIT	327,151	96,010	-	231,141	35,682	25,205	29.35
PURCHASED PROF/TECH SRVS	2,500	-	-	2,500	-	-	-
PUR PROP SRVS & OTH SRVS	108,000	12,610	2,892	92,499	2,398	3,195	14.35
SUPPLIES	43,977	19,241	12,600	12,136	6,472	4,895	72.40
BUILDING MAINTENANCE	**481,628**	**127,861**	**15,492**	**338,275**	**44,552**	**33,295**	**29.76**
LIBRARY							
SALARIES & WAGES/BENEFIT	291,766	94,656	-	197,110	34,223	23,566	32.44
PURCHASED PROF/TECH SRVS	2,600	301	-	2,299	71	95	11.58
PUR PROP SRVS & OTH SRVS	22,150	6,633	223	15,294	1,544	1,665	30.95
SUPPLIES	3,050	99	-	2,951	-	99	3.25
MISCELLANEOUS	10,250	419	-	9,831	371	-	4.09
LIBRARY	**329,816**	**102,107**	**223**	**227,486**	**36,209**	**25,425**	**31.03**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	436,776	192,112	-	244,664	123,746	35,059	43.98
PUR PROP SRVS & OTH SRVS	252,097	83,848	10	168,239	20,421	22,876	33.26
SUPPLIES	1,515	273	-	1,242	17	25	17.99
DEBT SERVICE	129,300	-	-	129,300	-	-	-
MISCELLANEOUS	29,700	-	-	29,700	-	-	-
ADMINISTRATION	**849,388**	**276,233**	**10**	**573,145**	**144,185**	**57,960**	**32.52**
HUMAN RESOURCES							
SALARIES & WAGES/BENEFIT	259,529	73,022	-	186,507	26,518	18,308	28.14
PURCHASED PROF/TECH SRVS	15,000	790	4,210	10,000	340	450	33.33
PUR PROP SRVS & OTH SRVS	13,500	1,591	2,431	9,478	(48)	547	29.79
SUPPLIES	4,810	1,176	-	3,634	135	69	24.45
MISCELLANEOUS	875	563	-	312	-	413	64.34
HUMAN RESOURCES	**293,714**	**77,142**	**6,641**	**209,931**	**26,945**	**19,788**	**28.53**
INFORMATION TECHNOLOGY							
SALARIES & WAGES/BENEFIT	497,492	171,327	-	326,165	62,075	41,626	34.44
PURCHASED PROF/TECH SRVS	57,000	41,297	4,989	10,714	22,058	100	81.20
PUR PROP SRVS & OTH SRVS	188,418	81,117	4,009	103,292	18,205	29,938	45.18
SUPPLIES	18,950	10,954	-	7,996	832	7,795	57.81
CAPITAL OUTLAY	39,000	12,106	-	26,894	2,225	9,881	31.04
MISCELLANEOUS	170,492	119,002	-	51,490	20,155	1,241	69.80
INFORMATION TECHNOLOGY	**971,352**	**435,803**	**8,998**	**526,551**	**125,550**	**90,582**	**45.79**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
EMERGENCY MANAGEMENT							
PURCHASED PROF/TECH SRVS	15,000	-	-	15,000	-	-	-
PUR PROP SRVS & OTH SRVS	5,800	-	-	5,800	-	-	-
SUPPLIES	16,750	-	-	16,750	-	-	-
CAPITAL OUTLAY	45,000	-	29,039	15,961	-	-	64.53
EMERGENCY MANAGEMENT	**82,550**	**-**	**29,039**	**53,511**	**-**	**-**	**35.18**
ANIMAL CONTROL							
SALAREIES & WAGES/BENEFIT	79,247	23,667		55,580	10,208	6,536	29.86
PURCHASED PROF/TECH SRVS	4,500	14	-	4,486	14	-	0.31
SUPPLIES	11,550	2,308	674	8,568	594	666	25.82
CAPITAL OUTLAY	16,000	-		16,000	-	-	-
MISCELLANEOUS	100,100	33,595	67,665	(1,160)	8,775	13,565	101.16
ANIMAL CONTROL	**211,397**	**59,584**	**68,339**	**83,474**	**19,591**	**20,767**	**60.51**
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**16,029,350**	**4,878,146**	**546,972**	**10,604,232**	**1,666,862**	**1,098,784**	**33.84**
REVENUES OVER/(UNDER) EXPENDITURES	**(150,732)**	**3,539,894**	**(546,972)**	**3,143,653**	**1,924,450**	**2,200,525**	**(1,985.60)**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

22 -SOLID WASTE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
REFUSE COLLECTION SYSTEM	3,969,760	1,009,290	-	(2,960,470)	275,159	389,535	25.42
OTHER REVENUE	46,105	223,811	-	177,706	205,137	2,117	485.44
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	**4,015,865**	**1,233,100**	**-**	**(2,782,765)**	**480,296**	**391,652**	**30.71**
EXPENDITURE SUMMARY							
SANITATION							
SALARIES & WAGES/BENEFIT	1,321,927	465,355	-	856,572	153,028	107,333	35.20
PUR PROF/TECH SRVS	-	177	-	(177)	28	72	-
PUR PROP SRVS & OTH SRVS	386,300	116,781	17,357	252,162	38,996	33,671	34.72
SUPPLIES	670,498	224,920	91,352	354,226	57,883	91,791	47.17
CAPITAL OUTLAY	131,008	440,271	-	(309,263)	440,271	-	336.06
MISCELLANEOUS	870,772	14,162	135,494	721,116	2,333	2,345	17.19
SANITATION	**3,380,505**	**1,261,665**	**244,203**	**1,874,637**	**692,539**	**235,212**	**44.55**
RECYCLING							
SALARIES & WAGES/BENEFIT	-	(3,192)	-	3,192	(2,887)	-	-
SUPPLIES	1,305	1,978	(400)	(273)	-	1,978	120.92
RECYCLING	**1,305**	**(1,214)**	**(400)**	**2,919**	**(2,887)**	**1,978**	**(123.73)**
ORGANIZATIONAL							
PURCHASED PROF/TECH SRVS	82,000	24,490	-	57,510	26	12,269	29.87
PUR PROP SRVS & OTH SRVS	56,157	19,646	-	36,511	4,582	5,248	34.98
DEBT SERVICE	319,817	-	-	319,817	-	-	-
MISCELLANEOUS	212,630	71,497	-	141,133	17,619	17,619	33.62
ORGANIZATIONAL	**670,604**	**115,632**	**-**	**554,972**	**22,227**	**35,137**	**17.24**
Transfer Out	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**4,052,414**	**1,376,083**	**243,803**	**2,432,528**	**711,880**	**272,327**	**39.97**
REVENUES OVER/(UNDER) EXPENDITURES	**(36,549)**	**(142,982)**	**(243,803)**	**(350,237)**	**(231,584)**	**119,325**	**1,058.27**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

56 -UTILITY FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
WATER SYSTEMS	2,815,750	712,397	-	(2,103,353)	216,960	239,408	25.30
SEWER SYSTEMS	3,103,000	849,509	-	(2,253,491)	154,693	349,488	27.38
OTHER REVENUES	-	24	-	24	5	-	-
OTHER REVENUES	74,400	139,480	-	65,080	62,460	22,150	187.47
OTHER	(1,664,037)	(1,156,553)	-	507,484	(289,138)	(289,138)	69.50
TOTAL REVENUES	**4,329,113**	**544,856**	**-**	**(3,784,257)**	**144,979**	**321,907**	**12.59**
EXPENDITURE SUMMARY							
UTILITY BILLING & COLLEC							
SALARIES & WAGES/BENEFIT	314,387	93,591	-	220,796	32,336	22,073	29.77
PURCHASED PROF/TECH SRVS	27,408	24,498	1,952	958	16,531	7,479	96.50
PUR PROP SRVS & OTH SRVS	87,316	38,354	13,092	35,871	9,426	18,279	58.92
SUPPLIES	21,624	4,441	7,580	9,603	976	947	55.59
MISCELLANEOUS	51,468	29,877	987	20,604	15,748	14,019	59.97
UTILITY BILLING & COLLEC	**502,203**	**190,761**	**23,610**	**287,832**	**75,016**	**62,797**	**42.69**
UTILITY ADMINISTRATION							
SALARIES & WAGES/BENEFIT	221,945	49,544	-	172,401	13,617	7,577	22.32
PURCHASED PROF/TECH SRVS	12,000	-	-	12,000	-	-	-
PUR PROP SRVS & OTH SRVS	22,900	995	293	21,612	531	280	5.62
SUPPLIES	9,787	5,685	2,234	1,869	3,155	1,237	80.91
MISCELLANEOUS	870	-	-	870	-	-	-
UTILITY ADMINISTRATION	**267,502**	**56,225**	**2,526**	**208,751**	**17,303**	**9,094**	**21.96**
WATER PLANT							
SALARIES & WAGES/BENEFIT	488,072	197,700	-	290,372	61,103	46,055	40.51
PURCHASED PROF/TECH SRVS	35,000	5,375	1,126	28,499	2,128	1,652	18.57
PUR PROP SRVS & OTH SRVS	227,112	71,003	14,768	141,340	14,937	12,158	37.77
SUPPLIES	277,740	124,254	28,056	125,430	32,271	33,802	54.84
CAPITAL OUTLAY	61,152	-	38,800	22,352	-	-	63.45
MISCELLANEOUS	43,500	21,974	(15,344)	36,870	5,123	16,517	15.24
WATER PLANT	**1,132,576**	**420,307**	**67,406**	**644,862**	**115,562**	**110,183**	**43.06**
WATER DISTRIBUTION							
SALARIES & WAGES/BENEFIT	313,992	93,398	-	220,595	35,659	22,417	29.75
PUR PROP SRVS & OTH SRVS	10,500	(45)	4,162	6,383	205	(990)	39.21
SUPPLIES	79,748	27,472	14,313	37,963	4,160	2,884	52.40
MISCELLANEOUS	2,842	807	-	2,035	-	696	28.40
WATER DISTRIBUTION	**407,082**	**121,632**	**18,476**	**266,975**	**40,023**	**25,008**	**34.42**
SEWER COLLECTION							
SALARIES & WAGES/BENEFIT	364,328	102,254	-	262,074	34,037	25,222	28.07
PURCHASED PROF/TECH SRVS	5,000	-	-	5,000	-	-	-
PUR PROP SRVS & OTH SRVS	486,599	57,189	243,865	185,545	8,103	10,025	61.87
SUPPLIES	90,542	19,866	28,411	42,265	5,924	4,265	53.32
MISCELLANEOUS	1,771	348		1,423	-	348	19.65
SEWER COLLECTION	**948,240**	**179,657**	**272,277**	**496,306**	**48,063**	**39,860**	**47.66**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

56 -UTILITY FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
SEWER PLANT							
SALARIES & WAGES/BENEFIT	265,302	102,326	-	162,976	32,745	21,321	38.57
PURCHASED PROF/TECH SRVS	35,000	7,223	3,890	23,887	3,978	3,045	31.75
PUR PROP SRVS & OTH SRVS	247,828	81,703	34,189	131,936	20,494	18,407	46.76
SUPPLIES	74,444	57,034	4,185	13,224	41,473	13,528	82.24
CAPITAL OUTLAY	40,000	-	-	40,000	-	-	-
MISCELLANEOUS	146,592	47,491	10,098	89,003	21,318	348	39.29
SEWER PLANT	**809,166**	**295,777**	**52,362**	**461,027**	**120,009**	**56,649**	**43.02**
ORGANIZATIONAL							
PURCHASED PROF/TECH SRVS	81,663	16,778	-	64,885	2	8,430	20.55
PUR PROP SRVS & OTH SRVS	123,977	41,936	-	82,041	10,116	11,587	33.83
DEBT SERVICE	1,000	-	-	1,000	-	-	-
MISCELLANEOUS	412,820	137,080	-	275,740	34,165	33,985	33.21
ORGANIZATIONAL	**619,460**	**195,793**	**-**	**423,667**	**44,283**	**54,002**	**31.61**
TOTAL EXPENDITURES	**4,686,229**	**1,460,151**	**436,657**	**2,789,421**	**460,261**	**357,593**	**40.48**
REVENUES OVER/(UNDER) EXPENDITURES	(357,116)	(915,295)	(436,657)	(994,836)	(315,282)	(35,686)	-
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	**(357,116)**	**(915,295)**	**(436,657)**	**(994,836)**	**-**	**(35,686)**	**378.58**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

60 -UTILITY I&S FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,602,660	1,138,387		(464,274)	284,023	284,698	71.03
TOTAL REVENUES	**1,602,660**	**1,138,387**	**-**	**(464,274)**	**284,023**	**284,698**	**71.03**
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	1,609,666	895,657	-	714,009	894,407	-	55.64
MISCELLANEOUS	-	-	-	-	-	-	-
DEBT SERVICE	**1,609,666**	**895,657**	**-**	**714,009**	**894,407**	**-**	**55.64**
TOTAL EXPENDITURES	**1,609,666**	**895,657**	**-**	**714,009**	**894,407**	**-**	**-**
REVENUES OVER/(UNDER) EXPENDITURES	**(7,006)**	**242,729**	**-**	**249,735**	**(610,384)**	**284,698**	**(3,464.59)**
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	**(7,006)**	**242,729**	**-**	**249,735**	**(610,384)**	**284,698**	**(3,464.59)**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

61 - Water & Sewer I & S FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	61,376	28,179	-	(33,197)	7,227	7,385	45.91
TOTAL REVENUES	61,376	28,179	-	(33,197)	7,227	7,385	45.91
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	61,376	28,179	-	(33,197)	-	7,385	45.91
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	61,376	28,179	-	(33,197)	-	7,385	45.91

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

18 -LOCAL TRUANCY PREVENTION & DIVERSION FUND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	5,000	1,095	-	(3,905)	315	-	21.90
TOTAL REVENUES	5,000	1,095	-	(3,905)	315	-	21.90

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

19 - LOCAL MUNICIPAL JURY FUND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	150	30	-	(121)	6	8	19.67
TOTAL REVENUES	150	30	-	(121)	6	8	-

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

20 -MUNICIPAL COURT-BLDG SEC. FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	5,500	1,686	-	(3,815)	351	453	30.65
TOTAL REVENUES	5,500	1,686	-	(3,815)	351	453	30.65
MUNICIPAL COURT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	5,500	1,686	-	(3,815)	-	453	30.65

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

21 -MUNICIPAL COURT-TECH. FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	6,000	1,396	-	(4,604)	296	360	23.27
TOTAL REVENUES	6,000	1,396	-	(4,604)	296	360	23.27
EXPENDITURE SUMMARY							
MUNICIPAL COURT							
SUPPLIES		-		-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MUNICIPAL COURT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	6,000	1,396	-	(4,604)	-	360	23.27

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

23 -REVOLVING LOAN FUND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	11	-	11	3	3	-
TOTAL REVENUES	-	11	-	11	3	3	-
EXPENDITURE SUMMARY							
ADMINSTRATION							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINSTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	11	-	11	3	3	-

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

25 -PARKS SPORT FEE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,000	1,124	-	124	125	495	112.39
TOTAL REVENUES	1,000	1,124	-	124	125	495	112.39
EXPENDITURE SUMMARY							
RECREATION							
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINSTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	1,000	1,124	-	124		-	112.39

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

26 -PARK DEVELOPMENT FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERMENTAL REVENUE	-	-	-	-	-	-	-
OTHER INCOME	25,070	130,776	-	105,706	60,361	44,286	521.64
TOTAL REVENUES	**25,070**	**130,776**	**-**	**105,706**	**60,361**	**44,286**	**521.64**
EXPENDITURE SUMMARY							
PARKS							
PURCHASED PROF/TECH SRVS	25,070	-	-	25,070	-	-	-
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
PARKS	**25,070**	**-**	**-**	**25,070**	**-**	**-**	**-**
TOTAL EXPENDITURES	25,070	-	-	25,070	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	**-**	**130,776**	**-**	**130,776**	**60,361**	**44,286**	**-**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

27 -WRECKER LAW ENFORCEMENT FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	9,000	12,755	-	3,755	1,410	4,825	141.72
TOTAL REVENUES	**9,000**	**12,755**	**-**	**3,755**	**1,410**	**4,825**	**141.72**
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	5,000	1,000	-	4,000	-	1,000	20.00
PUR PROP SRVS & OTH SRVS	500	-	120	380	-	-	24.00
SUPPLIES	5,000	-	-	5,000	-	-	-
MISCELLANEOUS	10,000	10,057	-	(57)	4,007	1,050	100.57
ADMINSTRATION	**20,500**	**11,057**	**120**	**9,323**	**-**	**2,050**	**54.52**
TOTAL EXPENDITURES	**20,500**	**11,057**	**120**	**9,323**	**-**	**2,050**	**54.52**
REVENUES OVER/(UNDER) EXPENDITURES	**(11,500)**	**1,698**	**(120)**	**13,078**	**-**	**2,775**	**(13.72)**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

28 -ASSET FORFEITURE-STATE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,500	-	-	(1,500)	-	-	-
FORFEIT LOCAL	600	-	-	(600)	-	-	-
TOTAL REVENUES	**2,100**	**-**	**-**	**(2,100)**	**-**	**-**	**-**
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	5,000	-	-	5,000	-	-	-
PUR PROP SRVS & OTH SRVS	1,500	65	-	1,436	-	-	4.30
SUPPLIES	8,500	-	4,551	3,949	-	-	53.55
POLICE	**15,000**	**65**	**4,551**	**10,384**	**-**	**-**	**30.77**
TOTAL EXPENDITURES	**15,000**	**65**	**4,551**	**10,384**	**-**	**-**	**30.77**
REVENUES OVER/(UNDER) EXPENDITURES	**(12,900)**	**(65)**	**(4,551)**	**8,284**	**-**	**-**	**35.78**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

30 -MISCELLANEOUS GRANTS FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	282,206	59,225	-	(222,981)	1,139	40,990	20.99
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	**282,206**	**59,225**	**-**	**(222,981)**	**1,139**	**40,990**	**20.99**
EXPENDITURE SUMMARY							
POLICE							
SALARIES & WAGES/BENEFIT	66,575	52,452	-	14,123	15,530	14,113	78.79
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
SUPPLIES	20,618	-	-	20,618	-	-	-
CAPITAL OUTLAY	180,235	21,100	24,841	134,294	-	21,100	25.49
POLICE	**267,428**	**73,552**	**24,841**	**169,035**	**15,530**	**35,213**	**36.79**
LIBRARY							
PURCHASED PROF/TECH SRVS	2,458	960	-	1,498	-	-	39.06
PUR PROP SRVS & OTH SRVS	8,200	300	-	7,900	76	62.73	3.66
SUPPLIES	2,797	1,197	-	1,600	-	-	42.80
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	3,478	-	-	3,478	-	-	-
LIBRARY	**16,933**	**2,457**	**-**	**14,476**	**76**	**63**	**14.51**
TOTAL EXPENDITURES	**284,361.10**	**76,009**	**24,841**	**183,511**	**15,606**	**35,276**	**35.47**
:VENUES OVER/(UNDER) EXPENDITUR	**(2,155)**	**(16,784)**	**(24,841)**	**(39,470)**	**(14,468)**	**5,714**	**1,931.46**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

32 -CRIME VICTIMS LIAISON GRT FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENU	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
POLICE	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

33 -HOTEL/MOTEL OCCUPANCY TAX FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
TAX REVENUE	18,500	4,994	-	(13,506)	3,690	-	26.99
FINES & FEES	150	900	-	750	-	-	600.00
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	**18,650**	**5,894**	**-**	**(12,756)**	**3,690**	**-**	**31.60**
EXPENDITURE SUMMARY							
CITY EVENTS							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	18,650	-	-	18,650	-	-	-
CITY EVENTS	**18,650**	**-**	**-**	**18,650**	**-**	**-**	**-**
MISCELLANEOUS DEPT							
MISCELLANEOUS	-	-	-	-	-	-	-
MISCELLANEOUS DEPT	**-**	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL EXPENDITURES	**18,650**	**-**	**-**	**18,650**	**-**	**-**	**-**
REVENUES OVER/(UNDER) EXPENDITURES	**-**	**5,894**	**-**	**5,894**	**3,690**	**-**	**-**
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	**-**	**-**	**-**	**-**	**-**	**-**	**-**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

35 -ASSET FORFEITURE-FEDERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	112	28,474	-	28,362	27,210	708	25,422.93
FORFEIT FEDERAL	71,000	16,510	-	(54,490)	9,295	-	23.25
TOTAL REVENUES	**71,112**	**44,983**	**-**	**(26,129)**	**36,505**	**708**	**63.26**
EXPENDITURE SUMMARY							
POLICE							
PUR PROP SRVS & OTH SRVS	32,000	-	-	32,000	-	-	-
SUPPLIES	60,000	-	-	60,000	-	-	-
CAPITAL OUTLAY	120,004	-	112,004	8,000	-	-	93.33
MISCELLANEOUS	-	-		-	-	-	-
POLICE	**212,004**	**-**	**112,004**	**100,000**	**-**	**-**	**52.83**
TOTAL EXPENDITURES	**212,004**	**-**	**112,004**	**100,000**	**-**	**-**	**52.83**
REVENUES OVER/(UNDER) EXPENDITURES	**(140,892.00)**	**44,983**	**(112,004)**	**73,871**	**-**	**708**	**47.57**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

55 -STORM WATER FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	305,000	80,847	-	(224,153)	19,205	30,854	26.51
TOTAL REVENUES	305,000	80,847	-	(224,153)	19,205	30,854	26.51
EXPENDITURE SUMMARY							
SALARIES & WAGES/BENEFIT	242,398	62,156	-	180,242	25,459	16,366	25.64
PUR PROP SRVS & OTH SRVS	16,080	1,811	-	14,269	1,811	-	11.26
SUPPLIES	18,478	3,767	4,059	10,652	1,046	1,056	42.35
CAPITAL OUTLAY	23,824	1,100	-	22,724	1,100	-	4.62
MISCELLANEOUS	6,000	100	-	5,900	100	-	1.67
STORM WATER	306,780	68,934	4,059	233,787	29,516	17,423	23.79
TOTAL EXPENDITURES	306,780	68,934	4,059	233,787	29,516	17,423	23.79
REVENUES OVER/(UNDER) EXPENDITURES	(1,780)	11,913	(4,059)	9,634	-	13,432	(441.31)

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

36 -DEBT SERVICE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	2,634,333	2,131,253	-	(503,080)	1,012,378	908,814	80.90
OTHER REVENUE	500	14,965	-	14,465	4,094	4,400	2,992.99
TOTAL REVENUES	**2,634,833**	**2,146,218**	**-**	**(488,615)**	**1,016,472**	**913,214**	**81.46**
EXPENDITURE SUMMARY							
ORGANIZATIONAL EXPENSE							
DEBT SERVICE	2,399,750	-	-	2,399,750	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
ORGANIZATIONAL EXPENSE	**2,399,750**	**-**	**-**	**2,399,750**	**-**	**-**	**-**
TOTAL EXPENDITURES	**2,399,750**	**-**	**-**	**2,399,750**	**-**	**-**	**-**
REVENUES OVER/(UNDER) EXPENDITURES	235,083	2,146,218	-	1,911,135	1,016,472	913,214	**912.96**
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	**235,083**	**2,146,218**	**-**	**1,911,135**	**-**	**913,214**	**912.96**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

41-CAPITAL PROJECT - CITY HALL/PARK FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	774	-	774	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	**-**	**774**	**-**	**774**	**-**	**-**	**-**
EXPENDITURE SUMMARY							
CITY MANAGER							
CAPITAL OUTLAY	195,652	243,641	3,782,929	(3,830,918)	282,318	199,935	2,058.02
CITY MANAGER	**195,652**	**243,641**	**3,782,929**	**(3,830,918)**	**282,318**	**199,935**	**2,058.02**
PARK AND RECREATION	-	-	-	-	-	-	
CAPITAL OUTLAY	-	-	-	-	-	-	-
PARK	**-**	**-**	**-**	**-**	**-**	**-**	**-**
ADMINISTRATION	-	-	-	-	-	-	
CAPITAL OUTLAY	-	-	-	-	-	-	-
ADMINISTRATION	**-**	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL EXPENDITURES	**195,652**	**243,641**	**3,782,929**	**(3,830,918)**	**-**	**199,935**	**2,058.02**
REVENUES OVER/(UNDER) EXPENDITURES	**(195,652)**	**(242,867)**	**(3,782,929)**	**(3,830,144)**	**-**	**(199,935)**	**2,057.63**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

42- BOND SERIES 2019 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	75,647	-	75,647	21,138	24,507	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	**-**	**75,647**	**-**	**75,647**	**21,138**	**24,507**	**-**
DEBT SERVICE							
PURCHASED PROF/TECH SRVS	-	-	179,000	(179,000)	-	-	-
COST OF ISSUANCE		-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**-**	**-**	**179,000**	**(179,000)**	**-**	**-**	**-**
REVENUES OVER/(UNDER) EXPENDITURES	**-**	**75,647**	**(179,000)**	**(103,353)**	**-**	**24,507**	**-**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

43-BOND SERIES 2019-A FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	13,852	-	13,852	3,739	4,190	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	**-**	**13,852**	**-**	**13,852**	**3,739**	**4,190**	**-**
SEWER PLANT							
PURCHASED PROF/TECH SRVS	-	271,764	897,215	(1,168,979)	59,285	47,215	-
MISCELLANEOUS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**-**	**271,764**	**897,215**	**(1,168,979)**	**59,285**	**47,215**	**-**
REVENUES OVER/(UNDER) EXPENDITURES	**-**	**(257,913)**	**(897,215)**	**(1,155,128)**	**(55,546)**	**(43,025)**	**-**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

44-CIP-STREET-SERIES 2015 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	3,752	-	3,752	1,026	1,103	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	**-**	**3,752**	**-**	**3,752**	**1,026**	**1,103**	**-**
EXPENDITURE SUMMARY							
EXPENDITURES							
STREETS	71,738	-	-	71,737.94	-	-	-
DEBT	-	-	-	-	-	-	-
SANITATION	-	-	-	-	-	-	-
LIBRARY	**71,738**	**-**	**-**	**71,737.94**	**-**	**-**	**-**
LONG TERM DEBT							
DEBT SERVICE	-	-	-	-	-	-	-
LONG TERM DEBT	**-**	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL EXPENDITURES	**71,738**	**-**	**-**	**71,738**	**-**	**-**	**-**
REVENUES OVER/(UNDER) EXPENDITURES	**(71,738)**	**3,752**	**-**	**(67,986)**	**1,026**	**1,103**	**(5.23)**

City of San Juan, Texas
Budget Expenditures
January 31, 2023

45-CAPITAL PROJECTS FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
LIBRARY	-	-	-	-	-	-	
CAPITAL OUTLAY	-	-	-	-	-	-	-
LIBRARY	-	-	-	-	-	-	-
LONG TERM DEBT							
DEBT SERVICE	-	-	-	-	-	-	-
LONG TERM DEBT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

46-2018 CONSTRUCTION FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
SEWER PLANT							
PURCHASED PROF/TECH SRVS	-	-	(2,191)	2,191	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
2018 CONSTRUCTION	-	-	(2,191)	2,191	-	-	-
TOTAL EXPENDITURES	-	-	(2,191)	2,191	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	2,191	2,191	-	-	-

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

47-CERT. OF OBLIG. - SERIES 2018 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER FINANCING SOURCES	-	24,866	-	24,866	6,803	7,312	-
TOTAL REVENUES	-	24,866	-	24,866	6,803	7,312	-
DEBT SERVICE							
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
CERT. OF OBLIG. - SERIES 2018	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	24,866	-	24,866		7,312	-

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

48- Certificate of Obligation -2017 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER FINANCING SOURCES	-	6,804	-	6,804	1,158	1,245	-
TOTAL REVENUES	**-**	**6,804**	**-**	**6,804**	**1,158**	**1,245**	**-**
EXPENDITURE SUMMARY							
NEW CITY HALL							
PROF/TECH SRVS	-	-	10,534	(10,534)	-	-	-
CAPITAL OUTLAY	1,009,264	-	307,224	702,040	-	-	30.44
NEW CITY HALL	**1,009,264**	**-**	**317,758**	**691,506**	**-**	**-**	**-**
TOTAL EXPENDITURES	**1,009,264**	**-**	**317,758**	**691,506**	**-**	**-**	**31.48**
REVENUES OVER/(UNDER) EXPENDITURES	**(1,009,264)**	**6,804**	**(317,758)**	**698,310**	**-**	**1,245**	**30.81**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

49 - 2020 BOND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
CAPITAL OUTLAY		-	-	-	-	-	-
UTILITY ADMINISTRATION	-	-	-	-	-	-	-
SEWER COLLECTION							
CAPITAL OUTLAY		-	-	-	-	-	-
SEWER COLLECTION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

51 - TDEM FUND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	103,580	-	103,580	29,818	31,992	-
TOTAL REVENUES	**-**	**103,580**	**-**	**103,580**	**29,818**	**31,992**	**-**
ADMINISTRATION							
PURCHASED PROF/TECH SRVS		15,000	-	(15,000)	-	-	-
ADMINISTRATION	**-**	**15,000**	**-**	**(15,000)**	**-**	**-**	**-**
WATER PLANT							
CAPITAL OUTLAY	58,757	189,412	42,270	(172,925)	-	72,868	394.30
WATER PLANT	**58,757**	**189,412**	**42,270**	**(172,925)**	**-**	**72,868**	**-**
SEWER COLLECTION							
CAPITAL OUTLAY	2,478,662	84,794	2,609,502	(215,634)	-	-	108.70
SEWER COLLECTION	**2,478,662**	**84,794**	**2,609,502**	**(215,634)**	**-**	**-**	**-**
Transfer Out	**-**	**4,698**	**-**	(4,698)	**-**	**976.00**	**-**
TOTAL EXPENDITURES	**2,537,419**	**284,508**	**2,651,772**	**(398,861)**	**-**	**73,844**	**115.72**
REVENUES OVER/(UNDER) EXPENDITURES	**(2,537,419)**	**(180,928)**	**(2,651,772)**	**(295,281)**	**-**	**(41,852)**	**111.64**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

52- Certificate of Obligation FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REV.	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
PUMPS							
PURCHASED PROF/TECH SRVS		-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
PUMPS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

53 - CAPITAL PROJECTS FIRESTATION FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	52,586	-	52,586	13,757	14,786	-
TOTAL REVENUES	**-**	**52,586**	**-**	**52,586**	**13,757**	**14,786**	**-**
EXPENDITURE SUMMARY							
FIRE							
CAPITAL OUTLAY	1,950,066	14,110	-	1,935,956	13,464	354	0.72
FIRE	**1,950,066**	**14,110**	**-**	**1,935,956**	**13,464**	**354**	**0.72**
STREETS & ALLEYS							
CAPITAL OUTLAY	414,746	249,075	-	165,671	246,582	-	60.05
STREETS & ALLEYS	**414,746**	**249,075**	**-**	**165,671**	**246,582**	**-**	**60.05**
PARKS & RECREATION							
CAPITAL OUTLAY	986,530	245,966		740,564	-	88,588	24.93
PARKS & RECREATION	**986,530**	**245,966**	**-**	**740,564**	**-**	**88,588**	**24.93**
SANITATION							
CAPITAL OUTLAY	952,957	2,493	141,134	809,329	-	-	15.07
SANITATION	**952,957**	**2,493**	**141,134**	**809,329**	**-**	**-**	**15.07**
ADMINISTRATION	-	-	-	-	-	-	-
PROF/TECH SRVS	-	-	-	-	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
ADMINISTRAION	**-**	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL EXPENDITURES	**4,304,299**	**511,644**	**141,134**	**3,651,521**	**-**	**88,942**	**15.17**
REVENUES OVER/(UNDER) EXPENDITURES	**(4,304,299)**	**(459,058)**	**(141,134)**	**3,704,107**	**-**	**(74,156)**	**13.94**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

54-2014 BOND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	3,121	-	3,121	854	918	-
TOTAL REVENUES	-	3,121	-	3,121	854	918	-
EXPENDITURE SUMMARY							
WATER DISTRIBUTION							
CAPITAL OUTLAY	-	-	-	-	-	-	-
WATER DISTRIBUTION	-	-	-	-	-	-	-
ORGANIZATIONAL							
DEBT SERVICE	-	-	-	-	-	-	-
ORGANIZATIONAL	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	3,121	-	3,121	-	918	-

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

57-2022 BOND - FIRE TRUCK FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
PROF/TECH SRVS	-	-	-	-	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY		-	-	-	-	-	-
FIRE	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

24 -SAN JUAN E. D. C. FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
SALES TAX REVENUE	1,537,643	377,202	-	(1,160,441)	121,376	120,267	24.53
OTHER REVENUE	1,300	21,728	-	20,428	6,338	6,767	1,671.39
OTHR FINANCING SOURCES/U	(104,593)	(34,475)	-	70,118	(8,619)	(8,619)	32.96
TOTAL REVENUES	**1,434,350**	**364,456**	**-**	**(1,069,894)**	**119,095**	**118,415**	**(25.41)**
EXPENDITURE SUMMARY							
SAN JUAN ECONOMIC DEV							
SALARIES & WAGES/BENEFIT	172,537	57,626	-	114,911	19,264	11,561	33.40
PURCHASED PROF/TECH SRVS	208,677	104,892	-	103,785	16,933	66,533	50.27
PUR PROP SRVS & OTH SRVS	96,284	34,788	-	61,496	4,460	14,088	36.13
SUPPLIES	24,800	4,757	-	20,043	2,303	589	19.18
CAPITAL OUTLAY	10,000	508	-	9,492	377	53	5.08
DEBT SERVICE	217,850	-	-	217,850	-	-	-
MISCELLANEOUS	704,202	81,133	-	623,069	63,105	3,706	11.52
SAN JUAN ECONOMIC DEV	**1,434,350**	**283,703**	**-**	**1,150,647**	**106,441**	**96,531**	**19.78**
OTHER PROJECTS							
MISCELLANEOUS	-	-	-	-	-	-	-
RETAIL INCENTIVES	-	-		-	-	-	-
OTHER PROJECTS	**-**	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL EXPENDITURES	**1,434,350**	**283,703**	**-**	**1,150,647**	**106,441**	**96,531**	**19.78**
REVENUES OVER/(UNDER) EXPENDITURES	**-**	**80,752**	**-**	**80,752**	**12,654**	**21,884**	**-**

City of San Juan, Texas
Budget Expenditures Report
January 31, 2023

29 -SAN JUAN ECONIMIC DEPNT. CORP FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Dec-22	Jan-23	Budget Target 33% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	60	485	-	425	172	196	808.22
OTHR FINANCING SOURCES/U	104,827	34,475	-	(70,352)	8,619	8,619	32.89
TOTAL REVENUES	**104,887**	**34,960**	**-**	**(69,927)**	**8,791**	**8,814**	**33.33**
ORGANIZATIONAL EXPENSES							
DEBT SERVICE	102,022	-	-	102,022	-	-	-
ORGANIZATIONAL EXPENSES	**102,022**	**-**	**-**	**102,022**	**-**	**-**	**-**
TOTAL EXPENDITURES	**102,022**	**-**	**-**	**102,022**	**-**	**-**	**-**
REVENUES OVER/(UNDER) EXPENDITURES	**2,865**	**34,960**	**-**	**32,095**	**34,960**	**8,814**	**1,220.23**

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Consider Approval of the Tax Collection Report for the Month of February 2023.[Leroy Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Tax Collection Report for the Month of February 2023

RECOMMENDATION:

Approve as Presented

PREPARED BY:
Leroy Gonzales,
Director of Finance

APPROVED BY:
Benjamin Arjona, City Manager

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

To: Benjamin Arjona, City Manager

From: Leroy Gonzales, Director of Finance

Date: March 20, 2023

Subject: Monthly Collection Report – February, 2023

Attached you will find the above referenced monthly tax collection report as submitted by Pablo "Paul" Villarreal Jr., County of Hidalgo, Tax Collector for the City of San Juan, Texas.

According to the property tax code, Section 10 **Reports and Remittances of Other Taxes**, "Each month the collector of taxes for a taxing unit shall prepare and submit to the governing body of the unit a written report made under oath accounting for all taxes collected for the unit during the preceding month".

The following summary is included into this memorandum for information purposes:

SUMMARY OF TAX LEVY COLLECTIONS

Tax Year	2022	2021	2020	2019	2018
Tax Levy	10,077,461.55	9,088,383.56	8,178,632.33	7,793,728.78	7,286,363.64
Adjustment to date	72,687.63	65,817.85	267,480.56	(31,767.84)	(16,319.15)
Adjusted Tax Levy	10,150,149.18	9,154,201.41	8,446,112.79	7,761,960.94	7,270,044.49
Collections to date	8,854,048.72	8,834,000.89	8,133,995.20	7,396,436.76	6,913,739.06
Percentage Collected	87.23%	96.50%	95.30%	95.29%	95.10%

A Property Tax Adjustments Report (by account) for the same month and prior months is available from the Finance Department.

If you have any questions, please do not hesitate in calling me at 956-223-2232.

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

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

PREPARED BY: JOHN M GONZALEZ

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN TAXES COLLECTED FOR:
FEBRUARY 2023

COMPARATIVE RATE OF COLLECTIONS

CITY OF SAN JUAN CSJ (37)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2022/2023	COLLECTED 2021/2022
2022 TAX ROLL	10,077,461.55	8,854,048.72		72,687.63	1,296,100.46	87.23%	88.38%
2021 & PRIOR YRS	1,238,990.29	144,351.47		(15,142.07)	1,079,496.75	11.79%	13.23%
ROLLBACK	12,542.85	19,912.32		17,604.36	10,234.89	66.05%	26.92%
TOTALS	11,328,994.69	9,018,312.51	-	75,149.92	2,385,832.10		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF FEBRUARY 2023

	CITY OF SAN JUAN	MONTHLY MODIFICATIONS	
CURRENT YEAR-BASE TAX	643,456.35	(10,644.26)	CURRENT
CURRENT YEAR-P&I	60,393.95		
PRIOR YEARS-BASE TAX	25,447.17	(2,287.95)	PRIOR
PRIOR YEARS-P&I	9,167.82		
ROLLBACK	-	-	ROLLBACK
ROLLBACK P&I	-		
ATTORNEY FEES	4,737.86	-	PURGED
TOTAL COLLECTIONS	743,203.15	(12,932.21)	
LESS TRANSFERRED	310,584.68		
LESS IN TRANSIT	428,999.88		
LESS DUE TO HCAD COMM. FEE	74.59		
LESS DUE TO CO TREASURER	3,544.00		
BALANCE	-		

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF SAN JUAN, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF FEBRUARY 2023 IS CORRECT.

Pablo Paul Villarreal Jr.

ASSESSOR-COLLECTOR OF TAXES FOR CITY OF SAN JUAN, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF MARCH 2023 A.D.

Flor E. Zarate

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC
Flor E. Zarate
Notary ID# 12614626-8
My Comm. Exp. 04-18-2026
STATE OF TEXAS

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN
TAX COLLECTION REPORT
FOR THE MONTH OF FEBRUARY 2023

AD VALOREM - CITY OF SAN JUAN	2022-2023	2021-2022	DIFFERENCE
2022 CURRENT			
ORIGINAL LEVY	10,077,461.55	9,088,383.56	989,077.99
MODIFICATIONS	72,687.63	86,694.75	(14,007.12)
CURRENT LEVY	10,150,149.18	9,175,078.31	975,070.87
CURRENT COLLECTIONS THIS MONTH	643,456.35	709,653.75	(66,197.40)
CURRENT COLLECTIONS TO DATE	8,854,048.72	8,108,720.86	745,327.86
OUTSTANDING TO DATE	1,296,100.46	1,066,357.45	229,743.01
PERCENT COLLECTED/ORIGINAL	87.86%	89.22%	-1.36%
PERCENT COLLECTED/MODIFIED	87.23%	88.38%	-1.15%
TOTAL COLLECTIONS FISCAL YEAR	**8,854,048.72**	**8,108,720.86**	
DELINQUENT			
ORIGINAL LEVY	1,238,990.29	1,310,937.78	(71,947.49)
MODIFICATIONS	(15,142.07)	(13,187.18)	(1,954.89)
DELINQUENT LEVY	1,223,848.22	1,297,750.60	(73,902.38)
DELINQUENT COLLECTIONS THIS MONTH	25,447.17	42,838.27	(17,391.10)
DELINQUENT COLLECTIONS TO DATE	144,351.47	171,633.83	(27,282.36)
OUTSTANDING TO DATE	1,079,496.75	1,126,116.77	(46,620.02)
PERCENT COLLECTED/ORIGINAL	11.65%	13.09%	-1.44%
PERCENT COLLECTED/MODIFIED	11.79%	13.23%	-1.44%
TOTAL COLLECTIONS FISCAL YEAR	**144,351.47**	**171,633.83**	
ROLLBACK			
ORIGINAL LEVY	12,542.85	8,033.72	4,509.13
MODIFICATIONS	17,604.36	11,264.86	6,339.50
ROLLBACK LEVY	30,147.21	19,298.58	10,848.63
ROLLBACK COLLECTIONS THIS MONTH	0.00	5,196.14	(5,196.14)
ROLLBACK COLLECTIONS TO DATE	19,912.32	5,196.14	14,716.18
OUTSTANDING TO DATE	10,234.89	14,102.44	(3,867.55)
PERCENT COLLECTED/ORIGINAL	158.75%	64.68%	94.07%
PERCENT COLLECTED/MODIFIED	66.05%	26.92%	39.13%
TOTAL COLLECTIONS FISCAL YEAR	**19,912.32**	**5,196.14**	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF SAN JUAN
TAX COLLECTIONS FOR MONTH OF: FEBRUARY 2023

37 - CSJ

REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEES	TOTAL	TOTAL TRANSF	DIFF.	DATE OF TRANSF.
											-		-	
1-Feb	7,079.66	184.36			598.95	195.77			111.32		8,170.06		8,170.06	
2-Feb	29,351.67	426.37			270.86	66.95			50.67		30,166.52		30,166.52	
3-Feb	26,391.08	415.14			1,402.32	468.19			280.58		28,957.31		28,957.31	
6-Feb	42,705.56	389.94			310.57	105.99			27.08		43,539.14		43,539.14	
7-Feb	5,071.15	302.91			2,519.57	972.84			522.46		9,388.93		9,388.93	
8-Feb	12,322.59	824.36			823.30	379.80			180.45		14,530.50		14,530.50	
9-Feb	6,012.27	380.06			155.76	87.10			36.42		6,671.61		6,671.61	
10-Feb	33,759.50	364.60			1,189.03	315.71			225.71		35,854.55		35,854.55	
11-Feb	138,013.39	38,914.04			-	-			-		176,927.43		176,927.43	
13-Feb	21,628.84	311.97			781.52	203.01			140.78		23,066.12	196,800.74	(173,734.62)	23-Feb
14-Feb	19,312.97	362.47			334.86	400.08			76.50		20,486.88		20,486.88	
15-Feb	18,053.97	470.52			400.29	286.99			95.73		19,307.50	39,794.38	(20,486.88)	23-Feb
16-Feb	21,010.33	629.55			218.39	61.34			39.29		21,958.90	21,958.90	-	24-Feb
17-Feb	14,195.09	968.40			224.88	143.76			32.09		15,564.22	15,564.22	-	27-Feb
21-Feb	30,101.70	1,620.36			3,269.05	865.16			610.17		36,466.44	36,466.44	-	28-Feb
22-Feb	20,343.19	1,375.28			2,168.22	763.62			395.80		25,046.11	25,046.11	(0.00)	1-Mar
23-Feb	26,005.58	1,384.61			1,568.17	404.91			144.14		29,507.41	206,434.84	(176,927.43)	2-Mar
24-Feb	25,819.18	1,717.54			1,058.16	577.07			239.26		29,411.21		29,411.21	
25-Feb	(3,451.81)	-			(499.62)	(5.68)			-		(3,957.11)	25,454.10	(29,411.21)	3-Mar
27-Feb	68,713.34	4,375.73			3,035.47	1,094.52			549.86		77,768.92	77,768.92	-	6-Mar
28-Feb	81,017.10	4,975.74			5,617.42	1,780.69			979.55		94,370.50	94,295.91	74.59	10-Mar
											-		-	
											-		-	
											-		-	
											-		-	
											-		-	
											-		-	
TTL	643,456.35	60,393.95	0.00	0.00	25,447.17	9,167.82	0.00	0.00	4,737.86	0.00	743,203.15	739,584.56	3,618.59	

OVERALL TOTAL	743,203.15
LESS REFUNDS	0.00
LESS HCAD COMM FEES	74.59
~~LESS COMM/COST~~	~~3,544.00~~
BALANCE	739,584.56
LESS TRANSFERRED	310,584.68
LESS TRANSF IN TRANSIT	428,999.88
BALANCE PENDING	0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 02/01/2023 TO 02/28/2023

EXCLUDES AG ROLLBACK

FISCAL START: 10/01/2022 END: 09/30/2023 JURISDICTION: 0037 CITY OF SAN JUAN

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	1,537,667,138	11,973,499	1,549,640,637	00.676500	10,150,149.18	10,730

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2022	10,077,461.55	10,644.26-	72,687.63	643,456.35	8,854,048.72	1,296,100.46	87.23	0.00
2021	320,200.52	2,184.06-	13,229.47-	15,292.30	84,218.85	222,752.20	27.44	0.00
2020	134,486.85	103.89-	1,305.32-	4,078.66	22,444.00	110,737.53	16.85	0.00
2019	95,105.83	.00	214.08-	2,337.48	11,077.71	83,814.04	11.67	0.00
2018	74,157.05	.00	138.35-	1,720.20	8,722.49	65,296.21	11.78	0.00
2017	59,165.82	.00	254.85-	1,066.01	4,806.90	54,104.07	8.16	0.00
2016	53,419.08	.00	0.00	64.31	2,462.22	50,956.86	4.61	0.00
2015	50,079.67	.00	0.00	37.56	1,290.74	48,788.93	2.58	0.00
2014	44,118.74	.00	0.00	11.09	1,158.84	42,959.90	2.63	0.00
2013	41,794.16	.00	0.00	70.00	534.52	41,259.64	1.28	0.00
2012	40,267.50	.00	0.00	76.84	1,443.29	38,814.21	3.59	0.00
2011	51,672.62	.00	0.00	99.38	1,095.51	50,577.11	2.12	0.00
2010	36,688.72	.00	0.00	89.49	825.26	35,863.46	2.25	0.00
2009	36,853.00	.00	0.00	40.57	428.57	36,424.43	1.16	0.00
2008	30,500.98	.00	0.00	80.53	510.99	29,989.99	1.68	0.00
2007	27,360.14	.00	0.00	94.30	545.54	26,814.60	1.99	0.00
2006	23,796.93	.00	0.00	84.23	588.61	23,208.32	2.47	0.00
2005	20,302.93	.00	0.00	0.00	378.83	19,924.10	1.87	0.00
2004	14,812.52	.00	0.00	0.00	155.53	14,656.99	1.05	0.00
2003	15,335.78	.00	0.00	0.00	135.03	15,200.75	.88	0.00
2002	12,750.47	.00	0.00	65.29	298.31	12,452.16	2.34	0.00
2001	56,130.98	.00	0.00	168.93	1,229.73	54,901.25	2.19	0.00
****	11,316,461.84	12,932.21-	57,545.56	668,903.52	8,998,400.19	2,375,597.21		0.00
CURR	10,077,461.55	10,644.26-	72,687.63	643,456.35	8,854,048.72	1,296,100.46		0.00
DELQ	1,238,990.29	2,287.95	15,142.07-	25,447.17	144,351.47	1,079,496.75		0.00

CITY OF SAN JUAN, TEXAS
AS OF FEBRUARY 2023

Levy 2022 (22-23 YR)

10,077,461.55	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEPT 2023	
Adjustments	99,593.52	96,837.99	97,275.55	83,331.89	72,687.63	-	-	-	-	-	-	-	
Adjstd Levy	10,177,055.07	10,174,299.54	10,174,737.10	10,160,793.44	10,150,149.18	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	2022
Collections	72,408.80	797,569.82	4,710,294.63	8,210,592.37	8,854,048.72	-	-	-	-	-	-	-	
Percentage	0.71	7.84	46.29	80.81	87.23	-	-	-	-	-	-	-	

Levy 2021 (21-22 YR)

9,088,383.56	OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEPT 2022	
Adjustments	103,468.54	102,204.24	96,189.28	92,010.27	86,694.75	74,038.53	73,011.86	71,058.66	70,491.94	70,491.94	65,817.85	65,817.85	2021
Adjstd Levy	9,191,852.10	9,190,587.80	9,184,572.84	9,180,393.83	9,175,078.31	9,162,422.09	9,161,395.42	9,159,442.22	9,158,875.50	9,158,875.50	9,154,201.41	9,154,201.41	
Collections	117,479.56	889,430.88	4,817,789.68	7,399,067.11	8,108,720.86	8,399,334.17	8,541,246.35	8,637,705.74	8,712,788.24	8,776,259.67	8,805,648.29	8,834,000.89	
Percentage	1.28	9.68	52.46	80.60	88.38	91.67	93.23	94.30	95.13	95.82	96.19	96.50	

Levy 2020 (20-21 YR)

8,178,632.23	OCT 2020	NOV 2020	DEC 2020	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	SEPT 2021	
Adjustments	286,189.51	287,603.92	287,434.23	281,486.41	277,644.91	269,697.34	268,515.52	268,245.14	267,796.38	267,796.38	267,480.56	267,480.56	2020
Adjstd Levy	8,464,821.74	8,466,236.15	8,466,066.46	8,460,118.64	8,456,277.14	8,448,329.57	8,447,147.75	8,446,877.37	8,446,428.61	8,446,428.61	8,446,112.79	8,446,112.79	
Collections	130,555.94	684,177.98	3,953,871.77	6,761,511.71	7,363,117.19	7,730,743.55	7,883,151.58	7,958,400.88	8,038,910.70	8,088,931.19	8,112,398.19	8,133,995.20	
Percentage	1.54	8.08	46.70	79.92	87.07	91.51	93.32	94.22	95.18	95.77	96.05	96.30	

Levy 2019 (19-20 YR)

7,793,728.78	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	SEPT 2020	
Adjustments	(2,881.85)	(8,507.53)	(10,226.02)	(12,344.25)	(8,461.48)	(24,205.85)	(24,205.85)	(26,575.44)	(26,496.84)	(31,605.07)	(31,605.07)	(31,767.84)	2019
Adjstd Levy	7,790,846.93	7,785,221.25	7,783,502.76	7,781,384.53	7,785,267.30	7,769,522.93	7,769,522.93	7,767,153.34	7,767,231.94	7,762,123.71	7,762,123.71	7,761,960.94	
Collections	175,292.78	640,774.22	3,552,655.97	6,112,934.56	6,653,965.90	6,935,008.58	7,038,803.16	7,163,810.26	7,269,120.58	7,334,802.90	7,369,890.49	7,396,486.76	
Percentage	2.25	8.23	45.64	78.56	85.47	89.26	90.60	92.23	93.59	94.49	94.95	95.29	

Levy 2018 (18-19 YR)

7,286,363.64	OCT 2018	NOV 2018	DEC 2018	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEPT 2019	
Adjustments	(1,478.12)	(296.36)	(1,465.69)	(6,625.78)	(9,052.85)	(11,708.08)	(13,529.11)	(14,311.16)	(14,818.41)	(14,818.41)	(14,818.41)	(16,319.15)	2018
Adjstd Levy	7,286,363.64	7,286,067.28	7,284,897.95	7,279,737.86	7,277,310.79	7,274,655.56	7,272,834.53	7,272,052.48	7,271,545.23	7,271,545.23	7,271,545.23	7,270,044.49	
Collections	40,446.92	465,847.78	3,420,804.86	5,752,692.83	6,215,142.89	6,505,324.90	6,627,411.69	6,726,104.39	6,801,180.60	6,848,618.95	6,886,059.71	6,913,739.06	
Percentage	0.56	6.39	46.96	79.02	85.40	89.42	91.13	92.49	93.53	94.18	94.70	95.10	

Levy 2017 (17-18 YR)

7,112,363.88	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEPT 2018	
Adjustments	10,342.19	7,030.81	19,613.03	15,576.11	6,300.15	5,051.36	(822.12)	(3,285.89)	(3,543.48)	(3,543.48)	(4,428.76)	(4,985.64)	2017
Adjstd Levy	7,122,706.07	7,119,394.69	7,131,976.91	7,127,939.99	7,118,664.03	7,117,415.24	7,111,541.76	7,109,077.99	7,108,820.40	7,108,820.40	7,107,935.12	7,107,378.24	
Collections	39,756.60	482,899.51	3,199,539.87	5,537,376.14	6,069,205.04	6,342,559.09	6,465,719.48	6,561,382.23	6,639,410.61	6,693,744.82	6,734,386.80	6,751,777.82	
Percentage	0.56	6.78	44.86	77.69	85.26	89.11	90.92	92.30	93.40	94.16	94.74	95.00	

Levy 2016 (16-17 YR)

6,638,277.98	OCT 2016	NOV 2016	DEC 2016	JAN 2017	FEB 2017	MAR 2017	APR 2017	MAY 2017	JUN 2017	JUL 2017	AUG 2017	SEPT 2017
Adjustments	(2,244.53)	(3,422.70)	(7,758.17)	(10,913.72)	(10,913.72)	(15,052.40)	(16,154.85)	(15,889.62)	(16,537.42)	(16,537.42)	(16,537.42)	(19,259.27)
Adjstd Levy	6,636,033.45	6,634,855.28	6,630,519.81	6,627,364.26	6,627,364.26	6,623,225.58	6,622,123.13	6,622,388.36	6,621,740.56	6,621,740.56	6,621,740.56	6,619,018.71
Collections	38,038.02	484,217.14	2,932,614.30	5,130,709.37	5,593,914.24	5,874,412.22	5,981,376.95	6,063,246.26	6,135,073.86	6,173,392.85	6,211,806.10	6,232,308.52
Percentage	0.57	7.30	44.23	77.42	84.41	88.69	90.32	91.56	92.65	93.23	93.81	94.16

Levy 2015 (15-16 YR)

6,363,985.51	OCT 2015	NOV 2015	DEC 2015	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUN 2016	JUL 2016	AUG 2016	SEPT 2016
Adjustments	16,923.38	16,343.86	15,174.33	12,248.13	3,359.23	2,743.56	3,689.88	3,689.88	3,643.08	3,453.65	3,453.65	2,492.92
Adjstd Levy	6,380,908.89	6,380,329.37	6,379,159.84	6,376,233.64	6,367,344.74	6,366,729.07	6,367,675.39	6,367,675.39	6,367,628.59	6,367,439.16	6,367,439.16	6,366,478.43
Collections	30,228.48	473,930.57	2,957,041.48	4,868,335.42	5,383,897.22	5,636,678.33	5,759,686.01	5,836,094.81	5,909,114.77	5,945,053.31	5,978,898.45	6,006,559.85
Percentage	0.47	7.43	46.35	76.35	84.55	88.53	90.45	91.65	92.80	93.37	93.90	94.35

Levy 2014 (14-15 YR)

6,062,874.30	OCT 2014	NOV 2014	DEC 2014	JAN 2015	FEB 2015	MAR 2015	APR 2015	MAY 2015	JUN 2015	JUL 2015	AUG 2015	SEPT 2015
Adjustments	60,733.51	60,140.93	56,698.99	53,665.41	34,516.60	24,796.93	23,579.34	27,488.04	24,224.31	23,656.24	22,138.85	22,138.85
Adjstd Levy	6,123,607.81	6,123,015.23	6,119,573.29	6,116,539.71	6,097,390.90	6,087,671.23	6,086,453.64	6,090,362.34	6,087,098.61	6,086,530.54	6,085,013.15	6,085,013.15
Collections	16,215.04	492,588.40	2,645,528.79	4,602,715.11	5,106,457.36	5,336,845.78	5,422,212.16	5,505,371.53	5,593,139.34	5,669,786.37	5,702,816.66	5,720,270.90
Percentage	0.26	8.04	43.23	75.25	83.75	87.67	89.09	90.39	91.89	93.15	93.72	94.01

Levy 2013 (13-14 YR)

6,026,969.81	OCT 2013	NOV 13	DEC 13	JAN 14	FEB 14	MAR 14	APR 14	MAY 14	JUN 14	JUL 2014	AUG 2014	SEPT 14
Adjustments	(34.83)	4,339.90	2,590.79	(5,378.19)	(6,015.81)	(8,260.56)	(11,819.73)	(8,375.80)	(12,883.52)	(15,059.23)	(15,348.77)	(16,498.87)
Adjstd Levy	6,026,934.98	6,031,309.71	6,029,560.60	6,021,591.62	6,020,954.00	6,018,709.25	6,015,150.08	6,018,594.01	6,014,086.29	6,011,910.58	6,011,621.04	6,010,470.94
Collections	32,279.62	601,876.01	2,596,943.90	4,373,398.17	4,986,813.44	5,265,476.99	5,363,199.71	5,431,795.38	5,510,781.54	5,573,532.08	5,598,332.25	5,620,809.41
Percentage	0.54	9.98	43.07	72.63	82.82	87.49	89.16	90.25	91.63	92.71	93.13	93.52

Levy 2012 (12-13 YR)

5,863,668.66	OCT 2012	NOV 12	DEC 12	JAN 13	FEB 13	MAR 13	APR 13	MAY 13	JUN 13	JUL 2013	AUG 2013	SEP 13
Adjustments	-	-	7,624.63	8,071.65	6,337.14	25,567.07	(6,855.00)	(7,107.30)	(13,669.36)	(13,669.36)	(14,510.29)	(15,355.04)
Adjstd Levy	5,863,668.66	5,863,668.66	5,871,293.29	5,871,740.31	5,870,005.80	5,889,235.73	5,856,813.66	5,856,561.36	5,849,999.30	5,849,999.30	5,849,158.37	5,848,313.62
Collections	2,857.95	394,574.30	2,403,399.43	4,142,161.70	4,771,528.55	5,056,363.27	5,208,931.41	5,298,704.35	5,376,134.09	5,421,008.00	5,450,025.91	5,464,167.23
Percentage	0.05	6.73	40.93	70.54	81.29	85.86	88.94	90.47	91.90	92.67	93.18	93.43

Levy 2011 (FY 11-12)

5,807,342.89	Oct 11	Nov 11	Dec 11	Jan 12	Feb 12	Mar 12	Apr 12	May 12	Jun 12	JUL 2012	AUG 2012	Sept 12
Adjustments	(434.68)	9,757.00	7,191.02	6,935.04	6,744.28	2,616.92	1,327.13	(8,800.15)	(8,800.15)	(8,800.15)	(8,800.15)	(16,234.68)
Adjsted Levy	5,806,908.21	5,817,099.89	5,814,533.91	5,814,277.93	5,814,087.17	5,809,959.81	5,808,670.02	5,798,542.74	5,798,542.74	5,798,542.74	5,798,542.74	5,791,108.21
Collections	25,371.26	392,871.83	2,396,193.95	4,155,865.79	4,708,746.12	4,965,341.54	5,065,102.65	5,150,088.82	5,222,129.74	5,277,964.33	5,311,263.11	5,330,189.09
Percentage	0.44	6.75	41.21	71.48	80.99	85.46	87.20	88.82	90.06	91.02	91.60	92.04

Levy 2010 (FY 10-11)

5,689,359.60	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sept 11
Adjustments	(369.63)	(2,132.72)	(365.30)	(4,388.62)	(4,901.42)	(5,178.87)	(6,706.52)	(2,962.02)	(4,257.62)	(11,079.53)	(11,173.60)	(11,810.88)
Adjsted Levy	5,688,989.97	5,687,226.88	5,688,994.30	5,684,970.98	5,684,458.18	5,684,180.73	5,682,653.08	5,686,397.58	5,685,101.98	5,678,280.07	5,678,186.00	5,677,548.72
Collections	11,208.32	303,322.85	2,229,933.43	3,961,301.50	4,493,973.39	4,795,345.18	4,910,935.95	5,002,794.49	5,110,911.55	5,160,040.97	5,182,936.93	5,202,931.77
Percentage	0.20	5.33	39.20	69.68	79.06	84.36	86.42	87.98	89.90	90.87	91.28	91.64

Levy 2009 (FY 09-10)

5,701,885.79	OCT 09	NOV 09	DEC 09	JAN 10	FEB 10	MAR 10	APR 10	MAY 10	JUN 10	JUL 10	AUG 10	SEP 10
Adjustments	-	7,424.84	16,530.13	14,684.93	14,684.93	(14,062.27)	(15,130.69)	(14,892.39)	(21,523.95)	(22,109.34)	(23,755.08)	(24,108.71)
Adjsted Levy	5,701,885.79	5,709,310.63	5,718,415.92	5,716,570.72	5,716,570.72	5,687,823.52	5,686,755.10	5,686,993.40	5,680,361.84	5,679,776.45	5,678,130.71	5,677,777.08
Collections	20,202.08	312,328.39	2,062,388.58	3,825,229.28	4,409,951.58	4,628,745.47	4,740,932.15	4,854,551.44	4,950,637.34	5,007,393.58	5,051,197.80	5,080,118.00
Percentage	0.35	5.47	36.07	66.91	77.14	81.38	83.37	85.36	87.15	88.16	88.96	89.47

Levy 2008 (FY 08-09)

5,024,376.42	OCT 08	NOV 08	DEC 08	JAN 09	FEB 09	MAR 09	APR 09	MAY 09	JUN 09	JUL 09	AUG 09	SEP 09
Adjustments	2,627.82	36,019.13	60,676.90	60,676.90	52,123.47	29,177.11	27,155.50	23,864.16	23,055.80	23,055.80	23,047.86	22,638.15
Adjsted Levy	5,027,004.24	5,060,395.55	5,085,053.32	5,085,053.32	5,076,499.89	5,053,553.53	5,051,531.92	5,048,240.58	5,047,432.22	5,047,432.22	5,047,424.28	5,047,014.57
Collections	58,594.96	304,883.37	1,731,394.12	3,322,372.84	3,910,956.49	4,110,332.08	4,204,850.46	4,313,453.83	4,404,354.93	4,469,283.70	4,497,381.41	4,525,948.61
Percentage	1.17	6.02	34.05	65.34	77.04	81.34	83.24	85.44	87.26	88.55	89.10	89.68

Levy 2007 (FY 07-08)

4,465,732.01	OCT 07	NOV 07	DEC 07	JAN 08	FEB 08	MAR 08	APR 08	MAY 08	JUN 08	JUL 08	AUG 08	SEP 08
Adjustments	5,634.29	25,650.41	26,468.55	26,317.38	23,912.91	53,985.03	70,876.85	70,208.10	75,527.65	75,857.78	75,857.78	71,443.44
Adjstd Levy	4,471,366.30	4,491,382.42	4,492,200.56	4,492,049.39	4,489,644.92	4,519,717.04	4,536,608.86	4,535,940.11	4,541,259.66	4,541,589.79	4,541,589.79	4,537,175.45
Collections	-	174,014.26	1,414,513.24	2,700,830.81	3,404,823.73	3,610,562.37	3,725,312.50	3,818,853.23	3,936,124.72	3,996,774.34	4,047,092.33	4,084,101.82
Percentage	-	3.87	31.49	60.12	75.84	79.88	82.12	84.19	86.67	88.00	89.11	90.01

Levy 2006 (FY 06-07)

3,969,895.75	OCT 06	NOV 06	DEC 06	JAN 07	FEB 07	MAR 07	APR 07	MAY 07	JUN 07	JUL 07	AUG 07	SEP 07
Adjustments	652.70	3,094.18	3,880.78	2,673.19	2,956.92	1,511.22	1,882.04	4476.77	4,476.77	4,196.49	3,820.62	3,820.62
Adjstd Levy	3,970,548.45	3,972,989.93	3,973,776.53	3,972,568.94	3,972,852.67	3,971,406.97	3,971,777.79	3,974,372.52	3,974,372.52	3,974,092.24	3,973,716.37	3,973,716.37
Collections	7,623.95	256,052.80	1,252,142.50	2,367,711.39	2,955,181.63	3,152,274.42	3,241,653.45	3,311,256.82	3,396,702.55	3,450,406.31	3,507,247.07	3,543,750.21
Percentage	0.19	6.44	31.51	59.60	74.38	79.37	81.62	83.32	85.47	86.82	88.26	89.18

Levy 2005 (FY 05-06)

3,624,334.79	OCT 05	NOV 05	DEC 05	JAN 06	FEB 06	MAR 06	APR 06	MAY 06	JUN 06	JUL 06	AUG 06	SEP 06
Adjustments	11,601.05	27,324.77	27,418.24	26,296.99	25,427.27	25,748.58	25,804.16	25,728.96	25,963.46	25,963.46	25,282.63	24,069.10
Adjstd Levy	3,635,935.84	3,651,659.56	3,651,753.03	3,650,631.78	3,649,762.06	3,650,083.37	3,650,138.95	3,650,063.75	3,650,298.25	3,650,298.25	3,649,617.42	3,648,403.89
Collections	235,068.44	1,216,067.43	1,485,867.17	2,145,921.90	2,680,117.58	2,859,160.58	2,942,344.67	3,001,789.83	3,069,943.94	3,123,142.83	3,160,234.59	3,184,175.39
Percentage	6.47	33.30	40.69	58.78	73.43	78.33	80.61	82.24	84.10	85.56	86.59	87.28

PREPARED BY: Leroy Gonzales

March 20, 2023

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 28, 2023

Consider Approval of the Budget Expenditure Report for the Month of February 2023. [Leroy Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Budget Expenditure Report for the Month of February 2023.

RECOMMENDATION:

Approve as Presented

PREPARED BY:
Leroy Gonzales,
Director of Finance

APPROVED BY:
Benjamin Arjona, City Manager

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

Memorandum

To: Benjamin Arjona , City Manager

From: Leroy Gonzales, Director of Finance

Date: March 16, 2023

Subject: Budget Expenditure Report – February 28, 2023

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

The funds are listed as follows:

Approved Budgets:	Fund No.	Page
• General Fund	10	1 – 5
• Enterprise Funds		
a. Solid Waste	22	6
b. Utility Fund	56	7 - 8
c. Utility I & S	60	9
d. Water & Sewer I & S	61	10
• Special Revenue Fund:		
a. Local Truancy Prevention & Diversion Fund	18	11
b. Local Municipal Jury Fund	19	12
c. Municipal Court-Building Security	20	13
d. Municipal Court-Technology	21	14
e. Revolving Loan	23	15
f. Parks Sport Fee	25	16
g. Parks Development	26	17
h. Wrecker Law Enforcement	27	18
i. Asset Forfeiture-State	28	19
j. Miscellaneous Grants	30	20
k. Crime Victims Liaison Grant	32	21
l. Hotel/Motel Occupancy Tax	33	22
m. Asset Forfeiture-Federal Sharing	35	23
n. Storm Water Fund	55	24
• Debt Service Fund	36	25
Other City Funds:		
• Capital Projects		
a. City Hall/Park	41	26
b. Bond Series 2019	42	27

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

Other City Funds –Continue

h. 2020 Bond	49	34
i. TDEM Fund	51	35
i. Certificate of Obligation 2007	52	36
j. Capital Projects Fire Station	53	37
k. 2014 Bond	54	38
l. 2022 Bond – Fire Truck	57	39

Component Unit:

• San Juan E.D.C.	24	40
• San Juan Economic Development Corp.	29	41

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

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	7,735,948	6,752,486	-	(983,463)	2,645,038	550,077	87.29
SALES TAX REVENUE	4,692,480	1,564,274	-	(3,128,206)	361,988	428,811	33.34
FRANCHISE TAX	1,046,500	555,379	-	(491,121)	74,685	380,736	53.07
LICENSES & PERMITS	729,525	380,941	-	(348,584)	61,631	96,907	52.22
FEES & FINES	228,107	82,879	-	(145,228)	17,652	20,034	36.33
INTERGOVERNMENTAL REVENUE	974,258	345,477	-	(628,781)	58,792	65,047	35.46
OTHER REVENUE	471,800	347,823	-	(123,977)	79,522	69,606	73.72
Transfer Inn	-	-	-	-	-	-	-
TOTAL REVENUES	**15,878,618**	**10,029,257**	**-**	**(5,849,361)**	**3,299,309**	**1,611,218**	**63.16**
EXPENDITURE SUMMARY							
LEGISLATIVE							
PUR PROP SRVS & OTH SRVS	23,700	8,926	2,871	11,903	1,162	1,268	49.78
SUPPLIES	7,400	1,817	269	5,314	407	65	28.19
MISCELLANEOUS	148,837	125,366	60	23,412	21,797	7,218	84.27
LEGISLATIVE	**179,937**	**136,108**	**3,200**	**40,629**	**23,365**	**8,551**	**77.42**
CITY MANAGER							
SALARIES & WAGES/BENEFIT	196,211	82,850		113,361	16,623	16,673	42.23
PURCHASED PROF/TECH SRVS	156,000	62,931	8,251	84,818	8,368	15,563	45.63
PUR PROP SRVS & OTH SRVS	6,750	2,186	205	4,359	93	-	35.42
SUPPLIES	520	60	-	460	60	-	11.53
CAPITAL OUTLAY	108,717	14,450	-	94,267	-	-	13.29
MISCELLANEOUS	1,050	128	-	922	-	-	12.18
CITY MANAGER	**469,248**	**162,606**	**8,456**	**298,187**	**25,143**	**32,236**	**36.45**
CITY SECRETARY							
SALARIES & WAGES/BENEFIT	197,555	51,923		145,632	9,894	12,054	26.28
PURCHASED PROF/TECH SRVS	15,000	6,457	-	8,543	3,781	1,088	43.05
PUR PROP SRVS & OTH SRVS	10,950	4,033	237	6,680	1,237	600	38.99
SUPPLIES	3,560	4,530	3,901	(4,870)	30	4,334	236.81
MISCELLANEOUS	45,529	258	89	45,182	-	158	0.76
CITY SECRETARY	**272,594**	**67,201**	**4,226**	**201,167**	**14,942**	**18,234**	**26.20**
MUNICIPAL COURT							
SALARIES & WAGES/BENEFIT	209,083	84,970		124,113	17,536	17,158	40.64
PURCHASED PROF/TECH SRVS	64,984	17,284	28,800	18,900	12,149	162	70.92
PUR PROP SRVS & OTH SRVS	11,614	1,587	350	9,677	74	553	16.68
SUPPLIES	4,962	1,108	123	3,731	596	114	24.81
MISCELLANEOUS	1,755	55	-	1,700	55	-	3.13
MUNICIPAL COURT	**292,398**	**105,004**	**29,273**	**158,121**	**30,410**	**17,987**	**45.92**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
FINANCE							
SALARIES & WAGES/BENEFIT	437,824	160,942	-	276,882	32,327	29,869	36.76
PURCHASED PROF/TECH SRVS	3,500	-	-	3,500	-	-	-
PUR PROP SRVS & OTH SRVS	23,880	5,725	3,627	14,528	1,973	1,116	39.16
SUPPLIES	4,510	2,896	240	1,374	406	1,804	69.53
MISCELLANEOUS	13,855	3,827	1,092	8,936	480	217	35.50
FINANCE	**483,569**	**173,389**	**4,959**	**305,221**	**35,186**	**33,006**	**36.88**
PLANNING							
SALARIES & WAGES/BENEFIT	553,375	211,182		342,193	45,187	40,519	38.16
PURCHASED PROF/TECH SRVS	17,500	11,208	456	5,836	(2,225)	216	66.65
PUR PROP SRVS & OTH SRVS	18,900	3,226	613	15,061	384	2,224	20.31
SUPPLIES	27,353	5,930	3,824	17,598	1,298	862	35.66
CAPITAL OUTLAY	15,072	72	-	15,000	-	-	0.48
MISCELLANEOUS	19,575	-	-	19,575	-	-	-
PLANNING	**651,775**	**231,618**	**4,894**	**415,263**	**44,643**	**43,821**	**36.29**
POLICE							
SALARIES & WAGES/BENEFIT	4,071,751	1,367,335	-	2,704,416	285,265	275,410	33.58
PURCHASED PROF/TECH SRVS	53,400	32,422	1,290	19,688	223	276	63.13
PUR PROP SRVS & OTH SRVS	83,937	46,470	8,163	29,303	6,186	15,586	65.09
SUPPLIES	218,595	78,335	57,265	82,995	10,495	23,992	62.03
CAPITAL OUTLAY	5,208	-	5,208	-	-	-	100.00
DEBT SERVICE	333,457	-	-	333,457	-	-	-
MISCELLANEOUS	46,098	25,385	15,260	5,453	1,400	20,018	88.17
POLICE	**4,812,446**	**1,549,947**	**87,186**	**3,175,313**	**303,569**	**335,282**	**34.02**
FIRE							
SALARIES & WAGES/BENEFIT	2,073,771	717,286		1,356,485	155,629	120,534	34.59
PURCHASED PROF/TECH SRVS	34,200	9,847	1,580	22,773	-	325	33.41
PUR PROP SRVS & OTH SRVS	89,710	11,535	3,762	74,413	904	4,767	17.05
SUPPLIES	130,257	62,208	9,634	58,415	4,298	19,463	55.15
CAPITAL OUTLAY	411,161	170,374	161,808	78,978	-	27,405	80.79
DEBT SERVICE	122,979	99,300	-	23,679	-	44,400	80.75
MISCELLANEOUS	10,455	1,725	-	8,730	-	225	16.50
FIRE	**2,872,533**	**1,072,275**	**176,785**	**1,623,473**	**160,831**	**217,119**	**43.48**
STREETS, ALLEY, OTHER							
SALARIES & WAGES/BENEFIT	354,061	132,525	-	221,536	25,340	25,670	37.43
PUR PROP SRVS & OTH SRVS	365,000	178,902	452	185,646	34,694	38,734	49.14
SUPPLIES	111,071	35,267	6,056	69,748	1,834	8,169	37.20
CAPITAL OUTLAY	46,200	-		46,200	-	-	-
MISCELLANEOUS	7,400	-	-	7,400	-	-	-
STREETS, ALLEY, OTHER	**883,732**	**346,694**	**6,508**	**530,530**	**61,868**	**72,573**	**39.97**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
CENTRAL GARAGE							
SALARIES & WAGES/BENEFIT	203,837	69,979		133,858	22,863	13,828	34.33
PUR PROP SRVS & OTH SRVS	8,200	1,752	-	6,448	62	940	21.36
SUPPLIES	30,315	6,699	1,285	22,331	2,432	1,809	26.34
CENTRAL GARAGE	**242,352**	**78,429**	**1,285**	**162,638**	**25,357**	**16,577**	**32.89**
PARKS							
SALARIES & WAGES/BENEFIT	993,374	357,608		635,766	67,054	70,347	36.00
PURCHASED PROF/TECH SRVS	2,500	2,053		447	567	399	82.11
PUR PROP SRVS & OTH SRVS	128,760	52,636	5,530	70,594	9,399	9,153	45.17
SUPPLIES	59,623	23,794	8,402	27,426	6,777	2,111	54.00
CAPITAL OUTLAY	7,250	7,191	-	59	-	-	99.19
DEBT SERVICE	58,394	20,078		38,316	20,078	-	34.38
MISCELLANEOUS	399,020	305,638	16,008	77,374	30,558	18,463	80.61
PARKS	**1,648,921**	**768,998**	**29,940**	**849,982**	**134,434**	**100,472**	**48.45**
BUILDING MAINTENANCE							
SALARIES & WAGES/BENEFIT	327,151	122,361	-	204,790	25,205	26,350	37.40
PURCHASED PROF/TECH SRVS	2,500	-	-	2,500	-	-	-
PUR PROP SRVS & OTH SRVS	108,000	16,481	4,837	86,682	3,195	3,872	19.74
SUPPLIES	43,977	22,156	12,543	9,278	4,895	2,850	78.90
BUILDING MAINTENANCE	**481,628**	**160,998**	**17,381**	**303,250**	**33,295**	**33,072**	**37.04**
LIBRARY							
SALARIES & WAGES/BENEFIT	291,766	118,783	-	172,983	23,566	24,127	40.71
PURCHASED PROF/TECH SRVS	2,600	357	723	1,520	95	56	41.54
PUR PROP SRVS & OTH SRVS	22,150	8,210	-	13,940	1,665	1,577	37.06
SUPPLIES	3,050	99	-	2,951	99	-	3.25
MISCELLANEOUS	10,250	430	-	9,820	-	11	4.20
LIBRARY	**329,816**	**127,879**	**723**	**201,214**	**25,425**	**25,771**	**38.99**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	436,776	200,831	-	235,945	35,059	8,719	45.98
PUR PROP SRVS & OTH SRVS	251,297	103,899	-	147,398	22,876	20,051	41.35
SUPPLIES	2,315	336	-	1,979	25	63	14.51
DEBT SERVICE	129,300	102,900	-	26,400	-	102,900	79.58
MISCELLANEOUS	29,700	-	-	29,700	-	-	-
ADMINISTRATION	**849,388**	**407,966**	**-**	**441,422**	**57,960**	**131,733**	**48.03**
HUMAN RESOURCES							
SALARIES & WAGES/BENEFIT	259,529	91,344	-	168,185	18,308	18,322	35.20
PURCHASED PROF/TECH SRVS	15,000	1,040	3,960	10,000	450	250	33.33
PUR PROP SRVS & OTH SRVS	13,500	2,645	1,211	9,644	547	1,054	28.56
SUPPLIES	4,810	1,176	350	3,284	69	-	31.74
MISCELLANEOUS	875	763	-	112	413	200	87.20
HUMAN RESOURCES	**293,714**	**96,968**	**5,521**	**191,225**	**19,788**	**19,826**	**34.89**
INFORMATION TECHNOLOGY							
SALARIES & WAGES/BENEFIT	497,492	212,903	-	284,589	41,626	41,576	42.80
PURCHASED PROF/TECH SRVS	57,000	55,668	800	532	100	14,371	99.07
PUR PROP SRVS & OTH SRVS	187,918	94,213	5,663	88,042	29,938	13,095	53.15
SUPPLIES	18,950	11,487	29	7,434	7,795	533	60.77
CAPITAL OUTLAY	39,500	12,106	4,050	23,344	9,881	-	40.90
MISCELLANEOUS	170,492	124,449	-	46,043	1,241	5,447	72.99
INFORMATION TECHNOLOGY	**971,352**	**510,826**	**10,542**	**449,984**	**90,582**	**75,023**	**53.67**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
EMERGENCY MANAGEMENT							
PURCHASED PROF/TECH SRVS	15,000	-	-	15,000	-	-	-
PUR PROP SRVS & OTH SRVS	5,800	-	-	5,800	-	-	-
SUPPLIES	16,750	-	-	16,750	-	-	-
CAPITAL OUTLAY	45,000	-	29,039	15,961	-	-	64.53
EMERGENCY MANAGEMENT	**82,550**	**-**	**29,039**	**53,511**	**-**	**-**	**35.18**
ANIMAL CONTROL							
SALAREIES & WAGES/BENEFIT	79,247	30,400		48,847	6,536	6,733	38.36
PURCHASED PROF/TECH SRVS	4,500	14	265	4,221	-	-	6.20
SUPPLIES	11,550	3,470	149	7,931	666	1,161	31.33
CAPITAL OUTLAY	16,000	-		16,000	-	-	-
MISCELLANEOUS	100,100	43,920	57,340	(1,160)	13,565	10,325	101.16
ANIMAL CONTROL	**211,397**	**77,803**	**57,754**	**75,839**	**20,767**	**18,219**	**64.12**
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**16,029,350**	**6,074,709**	**477,672**	**9,476,969**	**1,107,565**	**1,199,503**	**40.88**
REVENUES OVER/(UNDER) EXPENDITURES	**(150,732)**	**3,954,548**	**(477,672)**	**3,627,608**	**2,191,744**	**411,715**	**(2,306.67)**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

22 -SOLID WASTE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
REFUSE COLLECTION SYSTEM	3,969,760	1,279,293	-	(2,690,467)	389,535	270,003	32.23
OTHER REVENUE	46,105	228,956	-	182,851	2,117	5,145	496.60
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	**4,015,865**	**1,508,249**	**-**	**(2,507,616)**	**391,652**	**275,148**	**37.56**
EXPENDITURE SUMMARY							
SANITATION							
SALARIES & WAGES/BENEFIT	1,321,927	562,507	-	759,420	107,333	97,152	42.55
PUR PROF/TECH SRVS	-	216	-	(216)	72	40	-
PUR PROP SRVS & OTH SRVS	386,300	156,002	7,718	222,580	33,671	39,221	42.38
SUPPLIES	670,498	308,060	65,984	296,454	91,791	83,140	55.79
CAPITAL OUTLAY	131,008	475,515	5,734	(350,241)	-	35,244	367.34
MISCELLANEOUS	870,772	151,361	515	718,896	2,345	137,199	17.44
SANITATION	**3,380,505**	**1,653,661**	**79,951**	**1,646,892**	**235,212**	**391,996**	**51.28**
RECYCLING							
SALARIES & WAGES/BENEFIT	-	(3,192)	-	3,192	-	-	-
SUPPLIES	1,305	1,978	(400)	(273)	1,978	-	120.92
RECYCLING	**1,305**	**(1,214)**	**(400)**	**2,919**	**1,978**	**-**	**(123.73)**
ORGANIZATIONAL							
PURCHASED PROF/TECH SRVS	82,000	24,516	-	57,484	12,269	26	29.90
PUR PROP SRVS & OTH SRVS	56,157	24,228	-	31,929	5,248	4,582	43.14
DEBT SERVICE	319,817	305,524	-	14,293	-	305,524	95.53
MISCELLANEOUS	212,630	89,116	-	123,514	17,619	17,619	41.91
ORGANIZATIONAL	**670,604**	**443,383**	**-**	**227,221**	**35,137**	**327,751**	**66.12**
Transfer Out	**-**	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL EXPENDITURES	**4,052,414**	**2,095,830**	**79,551**	**1,877,032**	**272,327**	**719,748**	**53.68**
REVENUES OVER/(UNDER) EXPENDITURES	**(36,549)**	**(587,581)**	**(79,551)**	**(630,584)**	**119,325**	**(444,599)**	**1,825.32**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

56 -UTILITY FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
WATER SYSTEMS	2,815,750	925,267	-	(1,890,483)	239,408	212,870	32.86
SEWER SYSTEMS	3,103,000	1,011,317	-	(2,091,683)	349,488	161,808	32.59
OTHER REVENUES	-	60	-	60	-	36	-
OTHER REVENUES	74,400	160,836	-	86,436	22,150	21,356	216.18
OTHER	(1,664,037)	(1,445,692)	-	218,345	(289,138)	(289,138)	86.88
TOTAL REVENUES	**4,329,113**	**651,788**	**-**	**(3,677,325)**	**321,907**	**106,932**	**15.06**
EXPENDITURE SUMMARY							
UTILITY BILLING & COLLEC							
SALARIES & WAGES/BENEFIT	314,387	115,833	-	198,554	22,073	22,243	36.84
PURCHASED PROF/TECH SRVS	26,908	24,498	1,952	458	7,479	-	98.30
PUR PROP SRVS & OTH SRVS	87,034	55,446	57	31,531	18,279	17,092	63.77
SUPPLIES	22,406	11,367	1,253	9,786	947	6,926	56.32
MISCELLANEOUS	51,468	29,312	1,206	20,950	14,019	(565)	59.29
UTILITY BILLING & COLLEC	**502,203**	**236,456**	**4,468**	**261,279**	**62,797**	**45,695**	**47.97**
UTILITY ADMINISTRATION							
SALARIES & WAGES/BENEFIT	221,945	57,108	-	164,837	7,577	7,564	25.73
PURCHASED PROF/TECH SRVS	12,000	-	-	12,000	-	-	-
PUR PROP SRVS & OTH SRVS	22,900	1,858	-	21,042	280	863	8.11
SUPPLIES	9,787	6,461	2,049	1,277	1,237	776	86.95
MISCELLANEOUS	870	-	-	870	-	-	-
UTILITY ADMINISTRATION	**267,502**	**65,427**	**2,049**	**200,026**	**9,094**	**9,203**	**25.22**
WATER PLANT							
SALARIES & WAGES/BENEFIT	488,072	237,395	-	250,677	46,055	39,695	48.64
PURCHASED PROF/TECH SRVS	35,000	7,360	1,126	26,514	1,652	1,985	24.25
PUR PROP SRVS & OTH SRVS	227,112	113,960	10,680	102,471	12,158	42,956	54.88
SUPPLIES	277,740	157,537	7,163	113,040	33,802	33,283	59.30
CAPITAL OUTLAY	61,152	-	38,800	22,352	-	-	63.45
MISCELLANEOUS	43,500	22,199	(15,344)	36,645	16,517	225	15.76
WATER PLANT	**1,132,576**	**538,451**	**42,426**	**551,699**	**110,183**	**118,144**	**51.29**
WATER DISTRIBUTION							
SALARIES & WAGES/BENEFIT	313,992	120,444	-	193,548	22,417	27,047	38.36
PUR PROP SRVS & OTH SRVS	10,500	3,528	1,148	5,823	(990)	3,573	44.54
SUPPLIES	79,748	40,260	3,605	35,883	2,884	12,789	55.00
MISCELLANEOUS	2,842	1,218	-	1,624	696	411	42.86
WATER DISTRIBUTION	**407,082**	**165,451**	**4,753**	**236,878**	**25,008**	**43,819**	**41.81**
SEWER COLLECTION							
SALARIES & WAGES/BENEFIT	364,328	126,764	-	237,564	25,222	24,510	34.79
PURCHASED PROF/TECH SRVS	5,000	-	-	5,000	-	-	-
PUR PROP SRVS & OTH SRVS	486,599	66,863	242,839	176,897	10,025	9,674	63.65
SUPPLIES	90,542	50,046	1,888	38,609	4,265	30,180	57.36
MISCELLANEOUS	1,771	573		1,198	348	225	32.35
SEWER COLLECTION	**948,240**	**244,246**	**244,726**	**459,268**	**39,860**	**64,589**	**51.57**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

56 -UTILITY FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
SEWER PLANT							
SALARIES & WAGES/BENEFIT	265,302	122,101	-	143,201	21,321	19,775	46.02
PURCHASED PROF/TECH SRVS	35,000	9,149	3,890	21,961	3,045	1,926	37.25
PUR PROP SRVS & OTH SRVS	247,828	112,224	10,120	125,484	18,407	30,521	49.37
SUPPLIES	84,444	65,254	1,545	17,646	13,528	8,219	79.10
CAPITAL OUTLAY	30,000	-	-	30,000	-	-	-
MISCELLANEOUS	146,592	67,351	-	79,241	348	19,860	45.94
SEWER PLANT	**809,166**	**376,078**	**15,555**	**417,534**	**56,649**	**80,301**	**48.40**
ORGANIZATIONAL							
PURCHASED PROF/TECH SRVS	81,663	16,780	-	64,883	8,430	2	20.55
PUR PROP SRVS & OTH SRVS	123,977	52,052	-	71,925	11,587	10,116	41.99
DEBT SERVICE	1,000	-	-	1,000	-	-	-
MISCELLANEOUS	412,820	171,065	-	241,755	33,985	33,985	41.44
ORGANIZATIONAL	**619,460**	**239,897**	**-**	**379,563**	**54,002**	**44,103**	**38.73**
TOTAL EXPENDITURES	**4,686,229**	**1,866,006**	**313,977**	**2,506,246**	**357,593**	**405,855**	**46.52**
REVENUES OVER/(UNDER) EXPENDITURES	(357,116)	(1,214,218)	(313,977)	(1,171,079)	(35,686)	(298,922)	-
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	**(357,116)**	**(1,214,218)**	**(313,977)**	**(1,171,079)**	**-**	**(298,922)**	**427.93**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

60 -UTILITY I&S FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,602,660	1,423,056		(179,604)	284,698	284,669	88.79
TOTAL REVENUES	1,602,660	1,423,056	-	(179,604)	284,698	284,669	88.79
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	1,609,666	1,417,704	-	191,962	-	522,047	88.07
MISCELLANEOUS	-	-	-	-	-	-	-
DEBT SERVICE	1,609,666	1,417,704	-	191,962	-	522,047	88.07
TOTAL EXPENDITURES	1,609,666	1,417,704	-	191,962	-	522,047	-
REVENUES OVER/(UNDER) EXPENDITURES	(7,006)	5,352	-	12,358	284,698	(237,378)	(76.39)
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	(7,006)	5,352	-	12,358	284,698	(237,378)	(76.39)

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

61 - Water & Sewer I & S FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	61,376	35,468	-	(25,908)	7,385	7,289	57.79
TOTAL REVENUES	61,376	35,468	-	(25,908)	7,385	7,289	57.79
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	61,376	35,468	-	(25,908)	-	7,289	57.79
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	61,376	35,468	-	(25,908)	-	7,289	57.79

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

18 -LOCAL TRUANCY PREVENTION & DIVERSION FUND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	5,000	1,970	-	(3,030)	380	495	39.40
TOTAL REVENUES	5,000	1,970	-	(3,030)	380	495	39.40

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

19 - LOCAL MUNICIPAL JURY FUND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	150	40	-	(111)	8	10	26.33
TOTAL REVENUES	150	40	-	(111)	8	10	-

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

20 -MUNICIPAL COURT-BLDG SEC. FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	5,500	2,711	-	(2,789)	453	553	49.30
TOTAL REVENUES	5,500	2,711	-	(2,789)	453	553	49.30
MUNICIPAL COURT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	5,500	2,711	-	(2,789)	-	553	49.30

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

21 -MUNICIPAL COURT-TECH. FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	6,000	1,869	-	(4,131)	360	473	31.15
TOTAL REVENUES	**6,000**	**1,869**	**-**	**(4,131)**	**360**	**473**	**31.15**
EXPENDITURE SUMMARY							
MUNICIPAL COURT							
SUPPLIES		30		(30)	-	30	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MUNICIPAL COURT	-	30	-	(30)	-	30	-
TOTAL EXPENDITURES	**-**	**30**	**-**	**(30)**	**-**	**30**	**-**
REVENUES OVER/(UNDER) EXPENDITURES	**6,000**	**1,839**	**-**	**(4,161)**	**-**	**443**	**30.65**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

23 -REVOLVING LOAN FUND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	14	-	14	3	3	-
TOTAL REVENUES	-	14	-	14	3	3	-
EXPENDITURE SUMMARY							
ADMINSTRATION							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINSTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	14	-	14	3	3	-

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

25 -PARKS SPORT FEE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,000	1,529	-	529	495	405	152.92
TOTAL REVENUES	1,000	1,529	-	529	495	405	152.92
EXPENDITURE SUMMARY							
RECREATION							
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINSTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	1,000	1,529	-	529		-	152.92

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

26 -PARK DEVELOPMENT FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERMENTAL REVENUE	-	-	-	-	-	-	-
OTHER INCOME	25,070	132,840	-	107,770	44,286	2,065	529.88
TOTAL REVENUES	**25,070**	**132,840**	**-**	**107,770**	**44,286**	**2,065**	**529.88**
EXPENDITURE SUMMARY							
PARKS							
PURCHASED PROF/TECH SRVS	25,070	-	-	25,070	-	-	-
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
PARKS	**25,070**	**-**	**-**	**25,070**	**-**	**-**	**-**
TOTAL EXPENDITURES	25,070	-	-	25,070	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	**-**	**132,840**	**-**	**132,840**	**44,286**	**2,065**	**-**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

27 -WRECKER LAW ENFORCEMENT FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	9,000	12,905	-	3,905	4,825	150	143.39
TOTAL REVENUES	**9,000**	**12,905**	**-**	**3,905**	**4,825**	**150**	**143.39**
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	5,000	1,000	-	4,000	1,000	-	20.00
PUR PROP SRVS & OTH SRVS	500	120	-	380	-	120	24.00
SUPPLIES	5,000	-	-	5,000	-	-	-
MISCELLANEOUS	10,000	10,057	-	(57)	1,050	-	100.57
ADMINSTRATION	**20,500**	**11,177**	**-**	**9,323**	**-**	**120**	**54.52**
TOTAL EXPENDITURES	**20,500**	**11,177**	**-**	**9,323**	**-**	**120**	**54.52**
REVENUES OVER/(UNDER) EXPENDITURES	**(11,500)**	**1,728**	**-**	**13,228**	**-**	**30**	**(15.03)**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

28 -ASSET FORFEITURE-STATE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,500	-	-	(1,500)	-	-	-
FORFEIT LOCAL	600	-	-	(600)	-	-	-
TOTAL REVENUES	**2,100**	**-**	**-**	**(2,100)**	**-**	**-**	**-**
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	5,000	-	-	5,000	-	-	-
PUR PROP SRVS & OTH SRVS	1,500	65	-	1,436	-	-	4.30
SUPPLIES	8,500	4,551	-	3,949	-	4,551	53.55
POLICE	**15,000**	**4,616**	**-**	**10,384**	**-**	**4,551**	**30.77**
TOTAL EXPENDITURES	**15,000**	**4,616**	**-**	**10,384**	**-**	**4,551**	**30.77**
REVENUES OVER/(UNDER) EXPENDITURES	**(12,900)**	**(4,616)**	**-**	**8,284**	**-**	**(4,551)**	**35.78**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

30 -MISCELLANEOUS GRANTS FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	282,206	64,223	-	(217,983)	40,990	4,998	22.76
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	**282,206**	**64,223**	**-**	**(217,983)**	**40,990**	**4,998**	**22.76**
EXPENDITURE SUMMARY							
POLICE							
SALARIES & WAGES/BENEFIT	66,575	67,131	-	(556)	14,113	14,679	100.84
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
SUPPLIES	20,618	-	20,618	-	-	-	100.00
CAPITAL OUTLAY	180,235	45,579	58,285	76,371	21,100	24,479	57.63
POLICE	**267,428**	**112,710**	**78,903**	**75,816**	**35,213**	**39,157**	**71.65**
LIBRARY							
PURCHASED PROF/TECH SRVS	2,458	960	-	1,498	-	-	39.06
PUR PROP SRVS & OTH SRVS	8,200	300	7,441	459	63	-	94.40
SUPPLIES	2,797	1,197	-	1,600	-	-	42.80
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	3,478	-	-	3,478	-	-	-
LIBRARY	**16,933**	**2,457**	**7,441**	**7,035**	**63**	**-**	**58.45**
TOTAL EXPENDITURES	**284,361.10**	**115,167**	**86,344**	**82,851**	**35,276**	**39,157**	**70.86**
:VENUES OVER/(UNDER) EXPENDITUR	**(2,155)**	**(50,943)**	**(86,344)**	**(135,132)**	**5,714**	**(34,160)**	**6,370.34**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

32 -CRIME VICTIMS LIAISON GRT FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENU	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
POLICE	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

33 -HOTEL/MOTEL OCCUPANCY TAX FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
TAX REVENUE	18,500	4,994	-	(13,506)	-	-	26.99
FINES & FEES	150	900	-	750	-	-	600.00
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	**18,650**	**5,894**	**-**	**(12,756)**	**-**	**-**	**31.60**
EXPENDITURE SUMMARY							
CITY EVENTS							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	18,650	-	-	18,650	-	-	-
CITY EVENTS	**18,650**	**-**	**-**	**18,650**	**-**	**-**	**-**
MISCELLANEOUS DEPT							
MISCELLANEOUS	-	-	-	-	-	-	-
MISCELLANEOUS DEPT	**-**	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL EXPENDITURES	**18,650**	**-**	**-**	**18,650**	**-**	**-**	**-**
REVENUES OVER/(UNDER) EXPENDITURES	**-**	**5,894**	**-**	**5,894**	**-**	**-**	**-**
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	**-**	**-**	**-**	**-**	**-**	**-**	**-**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

35 -ASSET FORFEITURE-FEDERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	112	29,145	-	29,033	708	672	26,022.60
FORFEIT FEDERAL	71,000	74,503	-	3,503	-	57,993	104.93
TOTAL REVENUES	**71,112**	**103,648**	**-**	**32,536**	**708**	**58,665**	**145.75**
EXPENDITURE SUMMARY							
POLICE							
PUR PROP SRVS & OTH SRVS	32,000	-	-	32,000	-	-	-
SUPPLIES	60,000	781	16,089	43,129	-	781	28.12
CAPITAL OUTLAY	120,004	-	112,004	8,000	-	-	93.33
MISCELLANEOUS	-	-		-	-	-	-
POLICE	**212,004**	**781**	**128,093**	**83,129**	**-**	**781**	**60.79**
TOTAL EXPENDITURES	**212,004**	**781**	**128,093**	**83,129**	**-**	**781**	**60.79**
REVENUES OVER/(UNDER) EXPENDITURES	**(140,892.00)**	**102,867**	**(128,093)**	**115,666**	**-**	**57,884**	**17.90**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

55 -STORM WATER FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	305,000	100,067	-	(204,933)	30,854	19,220	32.81
TOTAL REVENUES	**305,000**	**100,067**	**-**	**(204,933)**	**30,854**	**19,220**	**32.81**
EXPENDITURE SUMMARY							
SALARIES & WAGES/BENEFIT	242,398	79,777	-	162,621	16,366	17,622	32.91
PUR PROP SRVS & OTH SRVS	16,080	1,819	-	14,261	-	8	11.31
SUPPLIES	18,478	5,195	3,527	9,757	1,056	1,428	47.20
CAPITAL OUTLAY	23,824	1,100	-	22,724	-	-	4.62
MISCELLANEOUS	6,000	100	-	5,900	-	-	1.67
STORM WATER	306,780	87,991	3,527	215,263	17,423	19,057	29.83
TOTAL EXPENDITURES	**306,780**	**87,991**	**3,527**	**215,263**	**17,423**	**19,057**	**29.83**
REVENUES OVER/(UNDER) EXPENDITURES	**(1,780)**	**12,076**	**(3,527)**	**10,329**	**-**	**163**	**(480.39)**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

36 -DEBT SERVICE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	2,634,333	2,319,641	-	(314,692)	908,814	188,388	88.05
OTHER REVENUE	500	19,180	-	18,680	4,400	4,215	3,836.04
TOTAL REVENUES	**2,634,833**	**2,338,822**	**-**	**(296,011)**	**913,214**	**192,604**	**88.77**
EXPENDITURE SUMMARY							
ORGANIZATIONAL EXPENSE							
DEBT SERVICE	2,399,750	1,985,803	-	413,947	-	-	82.75
MISCELLANEOUS	-	-	-	-	-	-	-
ORGANIZATIONAL EXPENSE	**2,399,750**	**1,985,803**	**-**	**413,947**	**-**	**-**	**82.75**
TOTAL EXPENDITURES	**2,399,750**	**1,985,803**	**-**	**413,947**	**-**	**-**	**82.75**
REVENUES OVER/(UNDER) EXPENDITURES	235,083	353,018	-	117,935	913,214	192,604	**150.17**
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	**235,083**	**353,018**	**-**	**117,935**	**-**	**192,604**	**150.17**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

41-CAPITAL PROJECT - CITY HALL/PARK FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	774	-	774	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	774	-	774	-	-	-
EXPENDITURE SUMMARY							
CITY MANAGER							
CAPITAL OUTLAY	195,652	694,412	3,513,297	(4,012,057)	199,935	450,771	2,150.61
CITY MANAGER	195,652	694,412	3,513,297	(4,012,057)	199,935	450,771	2,150.61
PARK AND RECREATION	-	-	-	-	-	-	
CAPITAL OUTLAY	-	-	-	-	-	-	-
PARK	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	
CAPITAL OUTLAY	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	195,652	694,412	3,513,297	(4,012,057)	-	450,771	2,150.61
REVENUES OVER/(UNDER) EXPENDITURES	(195,652)	(693,638)	(3,513,297)	(4,011,283)	-	(450,771)	2,150.21

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

42- BOND SERIES 2019 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	101,916	-	101,916	24,507	26,269	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	101,916	-	101,916	24,507	26,269	-
DEBT SERVICE							
PURCHASED PROF/TECH SRVS	-	-	179,000	(179,000)	-	-	-
COST OF ISSUANCE		-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	179,000	(179,000)	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	101,916	(179,000)	(77,084)	-	26,269	-

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

43-BOND SERIES 2019-A FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	18,189	-	18,189	4,190	4,338	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	**-**	**18,189**	**-**	**18,189**	**4,190**	**4,338**	**-**
SEWER PLANT							
PURCHASED PROF/TECH SRVS	-	446,647	722,332	(1,168,979)	47,215	166,043	-
MISCELLANEOUS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**-**	**446,647**	**722,332**	**(1,168,979)**	**47,215**	**166,043**	**-**
REVENUES OVER/(UNDER) EXPENDITURES	**-**	**(428,458)**	**(722,332)**	**(1,150,790)**	**(43,025)**	**(161,706)**	**-**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

44-CIP-STREET-SERIES 2015 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	4,808	-	4,808	1,103	1,057	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	**-**	**4,808**	**-**	**4,808**	**1,103**	**1,057**	**-**
EXPENDITURE SUMMARY							
EXPENDITURES							
STREETS	71,738	-	-	71,737.94	-	-	-
DEBT	-	-	-	-	-	-	-
SANITATION	-	-	-	-	-	-	-
LIBRARY	**71,738**	**-**	**-**	**71,737.94**	**-**	**-**	**-**
LONG TERM DEBT							
DEBT SERVICE	-	-	-	-	-	-	-
LONG TERM DEBT	**-**	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL EXPENDITURES	**71,738**	**-**	**-**	**71,738**	**-**	**-**	**-**
REVENUES OVER/(UNDER) EXPENDITURES	**(71,738)**	**4,808**	**-**	**(66,930)**	**1,103**	**1,057**	**(6.70)**

City of San Juan, Texas
Budget Expenditures
February 28, 2023

45-CAPITAL PROJECTS FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
LIBRARY	-	-	-	-	-	-	
CAPITAL OUTLAY	-	-	-	-	-	-	-
LIBRARY	-	-	-	-	-	-	-
LONG TERM DEBT							
DEBT SERVICE	-	-	-	-	-	-	-
LONG TERM DEBT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

46-2018 CONSTRUCTION FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
SEWER PLANT							
PURCHASED PROF/TECH SRVS	-	-	(2,191)	2,191	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
2018 CONSTRUCTION	-	-	(2,191)	2,191	-	-	-
TOTAL EXPENDITURES	-	-	(2,191)	2,191	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	2,191	2,191	-	-	-

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

47-CERT. OF OBLIG. - SERIES 2018 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER FINANCING SOURCES	-	31,870	-	31,870	7,312	7,004	-
TOTAL REVENUES	-	31,870	-	31,870	7,312	7,004	-
DEBT SERVICE							
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
CERT. OF OBLIG. - SERIES 2018	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	31,870	-	31,870		7,004	-

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

48- Certificate of Obligation -2017 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER FINANCING SOURCES	-	7,996	-	7,996	1,245	1,193	-
TOTAL REVENUES	-	7,996	-	7,996	1,245	1,193	-
EXPENDITURE SUMMARY							
NEW CITY HALL							
PROF/TECH SRVS	-	-	10,534	(10,534)	-	-	-
CAPITAL OUTLAY	1,009,264	-	307,224	702,040	-	-	30.44
NEW CITY HALL	1,009,264	-	317,758	691,506	-	-	-
TOTAL EXPENDITURES	1,009,264	-	317,758	691,506	-	-	31.48
REVENUES OVER/(UNDER) EXPENDITURES	(1,009,264)	7,996	(317,758)	699,502	-	1,193	30.69

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

49 - 2020 BOND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
CAPITAL OUTLAY		-	-	-	-	-	-
UTILITY ADMINISTRATION	-	-	-	-	-	-	-
SEWER COLLECTION							
CAPITAL OUTLAY		-	-	-	-	-	-
SEWER COLLECTION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

51 - TDEM FUND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	134,026	-	134,026	31,992	30,446	-
TOTAL REVENUES	**-**	**134,026**	**-**	**134,026**	**31,992**	**30,446**	**-**
ADMINISTRATION							
PURCHASED PROF/TECH SRVS		15,000	-	(15,000)	-	-	-
ADMINISTRATION	**-**	**15,000**	**-**	**(15,000)**	**-**	**-**	**-**
WATER PLANT							
CAPITAL OUTLAY	58,757	221,311	74,174	(236,728)	72,868	31,899	502.89
WATER PLANT	**58,757**	**221,311**	**74,174**	**(236,728)**	**72,868**	**31,899**	**-**
SEWER COLLECTION							
CAPITAL OUTLAY	2,478,662	84,794	2,748,717	(354,849)	-	-	114.32
SEWER COLLECTION	**2,478,662**	**84,794**	**2,748,717**	**(354,849)**	**-**	**-**	**-**
Transfer Out	**-**	**4,698**	**-**	(4,698)	**976**	**-**	**-**
TOTAL EXPENDITURES	**2,537,419**	**316,407**	**2,822,891**	**(601,879)**	**72,868**	**31,899**	**123.72**
REVENUES OVER/(UNDER) EXPENDITURES	**(2,537,419)**	**(182,381)**	**(2,822,891)**	**(467,853)**	**-**	**(1,453)**	**118.44**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

52- Certificate of Obligation FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REV.	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
PUMPS							
PURCHASED PROF/TECH SRVS		-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
PUMPS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

53 - CAPITAL PROJECTS FIRESTATION FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	66,750	-	66,750	14,786	14,164	-
TOTAL REVENUES	**-**	**66,750**	**-**	**66,750**	**14,786**	**14,164**	**-**
EXPENDITURE SUMMARY							
FIRE							
CAPITAL OUTLAY	1,950,066	57,652	-	1,892,415	354	43,542	2.96
FIRE	**1,950,066**	**57,652**	**-**	**1,892,415**	**354**	**43,542**	**2.96**
STREETS & ALLEYS							
CAPITAL OUTLAY	414,746	249,075	-	165,671	-	-	60.05
STREETS & ALLEYS	**414,746**	**249,075**	**-**	**165,671**	**-**	**-**	**60.05**
PARKS & RECREATION							
CAPITAL OUTLAY	986,530	245,966		740,564	88,588	-	24.93
PARKS & RECREATION	**986,530**	**245,966**	**-**	**740,564**	**88,588**	**-**	**24.93**
SANITATION							
CAPITAL OUTLAY	952,957	125,152	-	827,804	-	-	13.13
SANITATION	**952,957**	**125,152**	**-**	**827,804**	**-**	**-**	**13.13**
ADMINISTRATION							
PROF/TECH SRVS	-	-	-	-	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
ADMINISTRAION	**-**	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL EXPENDITURES	**4,304,299**	**677,845**	**-**	**3,626,454**	**-**	**43,542**	**15.75**
REVENUES OVER/(UNDER) EXPENDITURES	**(4,304,299)**	**(611,095)**	**-**	**3,693,204**	**-**	**(29,378)**	**14.20**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

54-2014 BOND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	4,000	-	4,000	918	879	-
TOTAL REVENUES	-	4,000	-	4,000	918	879	-
EXPENDITURE SUMMARY							
WATER DISTRIBUTION							
CAPITAL OUTLAY	-	-	-	-	-	-	-
WATER DISTRIBUTION	-	-	-	-	-	-	-
ORGANIZATIONAL							
DEBT SERVICE	-	-	-	-	-	-	-
ORGANIZATIONAL	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	4,000	-	4,000	-	879	-

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

57-2022 BOND - FIRE TRUCK FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
PROF/TECH SRVS	-	-	-	-	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY		-	-	-	-	-	-
FIRE	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

24 -SAN JUAN E. D. C. FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
SALES TAX REVENUE	1,537,643	519,833	-	(1,017,810)	120,267	142,631	33.81
OTHER REVENUE	1,300	28,089	-	26,789	6,767	6,361	2,160.72
OTHR FINANCING SOURCES/U	(104,593)	(43,093)	-	61,500	(8,619)	(8,619)	41.20
TOTAL REVENUES	**1,434,350**	**504,829**	**-**	**(929,521)**	**118,415**	**140,373**	**(35.20)**
EXPENDITURE SUMMARY							
SAN JUAN ECONOMIC DEV							
SALARIES & WAGES/BENEFIT	172,537	73,140	-	99,397	11,561	15,514	42.39
PURCHASED PROF/TECH SRVS	208,677	94,775	-	113,902	66,533	(10,117)	45.42
PUR PROP SRVS & OTH SRVS	96,284	38,854	-	57,430	14,088	4,066	40.35
SUPPLIES	24,800	5,786	-	19,014	589	1,029	23.33
CAPITAL OUTLAY	10,000	561	-	9,439	53	53	5.61
DEBT SERVICE	217,850	182,625	-	35,225	-	182,625	83.83
MISCELLANEOUS	704,202	83,886	-	620,316	3,706	2,752	11.91
SAN JUAN ECONOMIC DEV	**1,434,350**	**479,627**	**-**	**954,724**	**96,531**	**195,923**	**33.44**
OTHER PROJECTS							
MISCELLANEOUS	-	-	-	-	-	-	-
RETAIL INCENTIVES	-	-		-	-	-	-
OTHER PROJECTS	**-**	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL EXPENDITURES	**1,434,350**	**479,627**	**-**	**954,724**	**96,531**	**195,923**	**33.44**
REVENUES OVER/(UNDER) EXPENDITURES	**-**	**25,202**	**-**	**25,202**	**21,884**	**(55,550)**	**-**

City of San Juan, Texas
Budget Expenditures Report
February 28, 2023

29 -SAN JUAN ECONIMIC DEPNT. CORP FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-23	Feb-23	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	60	587	-	527	196	102	979.00
OTHR FINANCING SOURCES/U	104,827	43,093	-	(61,733)	8,619	8,619	41.11
TOTAL REVENUES	**104,887**	**43,681**	**-**	**(61,206)**	**8,814**	**8,721**	**41.65**
ORGANIZATIONAL EXPENSES							
DEBT SERVICE	102,022	89,212	-	12,809	-	-	87.44
ORGANIZATIONAL EXPENSES	**102,022**	**89,212**	**-**	**12,809**	**-**	**-**	**87.44**
TOTAL EXPENDITURES	**102,022**	**89,212**	**-**	**12,809**	**-**	**-**	**87.44**
REVENUES OVER/(UNDER) EXPENDITURES	**2,865**	**(45,531)**	**-**	**(48,396)**	**(45,531)**	**8,721**	**(1,589.22)**