



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: Amigos Del Valle
600 W. 1st Street
San Juan, Texas 78589
Tuesday, April 25, 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 a Proclamation Expressing Gratitude for the Work of Juanita Valdez-Cox.
- B.** Presentation on a Proclamation Recognizing Guadalupe F. Rojas, Jr. for 44 Years of Service with the City of San Juan Fire Department.
- C.** Presentation to Recognize the PSJA Lady Bears Golf Team for their District 31-6A Golf Championship.
- 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]

VI. PUBLIC HEARING/ORDINANCES

- A. Hold a Public Hearing and Consider an Ordinance for a Conditional Use Permit to Allow a Mobile Food Court and the Sale of Alcoholic Beverages (wine and beer) for On-Premise Consumption at 232 E. Business Highway 83, Legally Described as Lettered Blocks (San Juan) Lot 1, Block B, as Requested by Marivel Salinas. [Daniel Tijerina, Director of Planning]
- B. Hold a Public Hearing and Consider an Ordinance for a Conditional Use Permit for Mixed Beverages and Late Hours Permit at 901 W. 1st Street, Suite I-Space #2, Legally Described as Lot 3, B.T. No. 1 Subdivision, as Requested by Rod Squad, LLC. [Daniel Tijerina, Director of Planning]
- C. Hold a Public Hearing and Consider an Ordinance Classifying Property Described as Being a 1.59 Acre Tract (69,270.55 Sq. Ft.) Tract of Land Being out of that Certain 5.85 Acre Tract out of the Southwesterly Portion, more or less, out of Lot 8, Block 35, Alamo Land and Sugar Company, Hidalgo County, Texas as "Surplus" Property and Authorizing the Transfer of that Certain Property to the San Juan Economic Development Corporation for no less than the Fair Market Value, Plus any and all Closing Costs; Providing for Codification; Providing for Severability; Providing for a Repealer Clause; and Ordaining all other Provisions Related to the Subject Matter Hereof.

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

- A. Preliminary and Final Plat Approval of the Arctic Ice I Subdivision Being a 4.74-Acre Tract of Land out of the South 5.00 Acre Tract of the West 14.18 Acres of the South 26.80 acres of Lot 15, Block 6, John Closner Subdivision, as Requested by SAMES Engineering and Surveying. [Daniel Tijerina, Director of Planning]
- B. Consider Approval of a Mid-Year Budget Amendment to Increase the General Fund \$1,020,416, Utility Fund to \$696,967, Solid Waste \$53,965, and Stormwater Fund \$15,765 for Fiscal Year 2022-2023. [Leroy Gonzales, Director of Finance]

- C. Discussion and Possible Action to Contract TRIMAD Consultants, LLC. to provide Engineering Services for Sgt. Leonel Trevino Sanitary Sewer Improvements. [Juan C. Martinez, Interim Director of Utilities]

VIII. RESOLUTIONS

- A. Consider Resolution to Approve a Waterline Access Agreement Between the North Alamo Water Supply Corporation, the City of San Juan and Taylors Ridge, LP. at the Oak Ridge Estates Subdivision. [Daniel Tijerina, Director of Planning]
- B. Consider Resolution to Approve Waterline Access Agreement Between the North Alamo Water Supply Corporation, the City of San Juan and Omar Israel Rios at the Black Hills Subdivision. [Daniel Tijerina, Director of Planning]
- C. Consideration and Action on a Resolution Accepting a Voluntary Annexation Petition, Setting Dates and Times of Public Hearings and Directing the Planning Department to Prepare a Service Plan at the Proposed, La Cantera Subdivision Being a 33.774 Acre Tract of Land out of Lots 34, 37, and 38, San Juan Hacienda Estates, Unit No. 1, Located at the Northeast Corner of Nebraska and Hall Acres Road, as Requested by Melden and Hunt, Inc. [Daniel Tijerina, Director of Planning]

IX. CONSENT AGENDA

- A. Consider Second and Final Reading of an Ordinance for a Rezoning Request from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF) of the 3.24-Acre Tract of Land out of the South 5.00 Acre Tract of Lot 16, Block 8, John Closner Subdivision, as Requested by Javier A. Pena. [Daniel Tijerina, Director of Planning]
- B. Consider Second and Final Reading of an Ordinance 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 Northwest Corner of Moore and Stewart Road, as Requested by Joyce E. Soulek Living Trust. [Daniel Tijerina, Director of Planning]
- C. Consider Approval of the Investment Report for the Quarter Ending March 31, 2023. [Leroy Gonzales, Director of Finance]
- D. Consider Approval of the Budget Expenditure Report for the Month of March 31, 2023. [Leroy Gonzales, Director of Finance]

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 and Section §551.087, ECONOMIC NEGOTIATIONS; Deliberation Regarding City Real Estate Properties.
2. Pursuant to Section §551.072 of the Texas Government Code (Real Estate Matters) and §551.071 of the Texas Government Code (Consultation with Attorney), Discussion and Possible Action Regarding a Possible Transfer of Property to the San Juan Economic Development Corporation (EDC), Legal Description of a 1.59-Acre Tract of Land out of Lot 8, Block 35, Alamo Land and Sugar Company.
3. Pursuant to section §551.071, Consultation with Attorney Regarding Legal Issues on City Records.

XI. RECONVENE

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

1. Pursuant to Section §551.071 Consultation with Attorney and Section §551.087, ECONOMIC NEGOTIATIONS; Deliberation Regarding City Real Estate Properties.
2. Pursuant to Section §551.072 of the Texas Government Code (Real Estate Matters) and §551.071 of the Texas Government Code (Consultation with Attorney), Discussion and Possible Action Regarding a Possible Transfer of Property to the San Juan Economic Development Corporation (EDC), Legal Description of a 1.59-Acre Tract of Land out of Lot 8, Block 35, Alamo Land and Sugar Company.
3. Pursuant to section §551.071, Consultation with Attorney Regarding Legal Issues on City Records.

XII. ADJOURNMENT

CERTIFICATION

I certify that the above notice of the Regular Called Meeting of the City of San Juan is true and correct; and that I posted such notice on the bulletin board. A place convenient and readily accessible to the public on the 21st day of April 2023 at 5:30 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



PROCLAMATION

Recognition of the Dedicated Career of Juanita Valdez-Cox

Whereas,

on December 31, 2022, after two decades of distinguished service to the Labor Movement, Juanita Valdez-Cox of Donna retired as Executive Director of La Union del Pueblo Entero; and

Whereas,

among community leaders, Juanita Valdez-Cox, a former migrant farmworker whose childhood memories include harsh working conditions for little pay and even less respect, has become a badge of honor; and

Whereas,

Ms. Valdez-Cox earned a degree in early childhood development from the University of Texas Rio Grande Valley and became a teacher and director for the Colonias Del Valle Head Start Program; in 1979, she took a position as a community organizer in Austin and was later introduced to the philosophy of Cesar Chavez and other civil rights leaders; and

Whereas,

after her return to the Rio Grande Valley, Ms. Valdez-Cox volunteered for the United Farm Workers of America, and two years later she joined the organization full-time as Regional Coordinator and then as State Director, and in 2000, she was elected to the National Executive Board; three years later, all Texas UFW staff transferred to LUPE, and Ms. Valdez-Cox was assigned to manage its operations; and

Whereas,

in 2007, Ms. Valdez-Cox was named Executive Director of LUPE, where she secured long-term funding from the Marguerite Casey Foundation, leading to the formation of the Rio Grande Valley Equal Voice Network, she would go on to win several legislative victories for farmworkers, including the prohibition of the forced use of short-handle hoes, clean restrooms and drinking water in the fields, worker's compensation, unemployment for farmworkers, and more, as a testament to her tenacity and dedication to a politically powerless group; and

Whereas,

among the mementos Ms. Valdez-Cox has accrued over the course of her career is a medal signed by Cesar Chavez as a token of his gratitude for her support during the national grape boycott; and

Whereas,

Juanita Valdez-Cox devoted her career to making the world a better place for workers and their families, and her outstanding achievements will endure for years to come.

Now, Therefore Be It Resolved that I, Mario Garza, by the power vested in me as Mayor of the City of San Juan, along with Mayor Pro-Tempore Leonardo "Lenny" Sanchez, Commissioner Adina "Dina" Santillan, Commissioner Ernesto "Neto" Guajardo, and Commissioner Marco "Markie" Villegas, hereby issue this 25th day of April, 2023, this Proclamation to Juanita Valdez-Cox on her retirement, and extend our heartfelt wishes for her continued happiness.

ATTEST:

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

Brenda Escalante, City Secretary



PROCLAMATION

Recognition of a Dedicated Career with the San Juan Fire Department *Guadalupe F. Rojas, Jr.*

Whereas,

we are here to express our gratitude to Guadalupe F. Rojas Jr. for his distinguished 44-year career with the City of San Juan Fire Department and to recognize his dedication to serving the people of San Juan; and

Whereas,

Mr. Rojas, a lifelong resident of the City of San Juan, and his wife Rosalinda De La Rosa Rojas raised their six children: Jaime Jesus, Mickey Lee (Krystal), Cecilia Ann, Lisa Marie, Janice, and Stephanie, who later gave them six grandchildren; and

Whereas,

Mr. Rojas began his career with the City of San Juan Fire Department on December 1977, and retired on November 1, 2021 where he served as a firefighter; and

Whereas,

Mr. Rojas proudly served his community while employed by the City of Pharr and retired as a firefighter after 25 years of service with said city; and

Whereas,

the City of San Juan would like to recognize Mr. Guadalupe F. Rojas for his exemplary service to the people of our magnificent city; and

Whereas,

on behalf of the entire City Commission, I want to express our sincere appreciation to Mr. Guadalupe F. Rojas, Jr., for his loyalty to the City of San Juan and wish him much happiness as he begins this exciting new chapter in his life.

Now, Therefore Be It Resolved that I, Mario Garza, by the power vested in me as Mayor of the City of San Juan, along with Mayor Pro-Tempore Leonardo “Lenny” Sanchez, Commissioner Adina “Dina” Santillan, Commissioner Ernesto “Neto” Guajardo and Commissioner Marco “Markie” Villegas, hereby issue this 25th day of April, 2023, this Proclamation to Guadalupe F. Rojas, Jr.

CITY OF SAN JUAN, TEXAS

ATTEST:

Mario Garza, Mayor

Brenda Escalante, City Secretary



Mayor: Mario Garza
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Ernesto “Neto” Guajardo
Marco “Markie” Villegas

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Leroy Gonzales, Director of Finance

DATE: 04/14/2023

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
- Issue Purchase Orders on a daily basis

Additional Information

7 STAFF MEMBERS

Maintained 26 funds, assisted 24 departments and posted 3,784 journal entries, issued 1,617 disbursement checks, 148 Bank Drafts and processed 2,302 payroll checks and direct deposits, through the months of March, 2023.

March Sales Tax 11.03% Decrease of (\$50,750) Compared to last year.

Audit FY 2021/2022 Started November 10, 2022 (100% complete)

Reconciled 11 Bank Accounts

Budget Adjustments (20)

Budget Amendments (4)

Internal Budget Amendments (4)

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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 7,096 water, 10,055 sewer and Brush 9,085 accounts.
- North Alamo Water Supply Corporation service 3,355 sewer accounts and Garbage and Brush 2,924 accounts.
- Per Audited Financial Report, in FY ending 9/30/2022, Utility Fund collected 5.9 million and Sanitation Fund 3.3 million with a combined 9.2 million.
- Email Billing (364)

Service Orders

1. Connects	172
2. Meter information	27
3. Disconnect	48
4. Dead Meters Change	07
5. Past Due Notice	1,724
6. Cut Off Register	121
7. Cut List	19

Payments are made by

59 % paid in person
1 % juniors
29 % online
5 % bank drafts
6 % other locations

- Staff of 8 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 March, 2023.

• Purchase Orders Issued	1,916
• Purchase Order Changes/Voids	66
• Bid Openings	8
• Public Auction	1



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Tirso Garza, Fire Chief

DATE: 04/18/2023

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

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

Emergency Calls

A total of 83 Calls for the month of March 2023. (Please see attached report.)

- A Shift = 20
- B Shift = 30
- C Shift = 33

Med-Care/ Pharr EMS Response

Due to COVID-19 Med-Care, EMS and Pharr EMS responded along with the Fire Department for a total of 35 calls for the month of March 2023. Med-Care has not submitted the monthly report.

County Calls

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

- Incident Number 006200 – Outside Rubbish Fire at 2406 Aikman Dr, San Juan, Texas
- Incident Number 005222 – Fire Alarm at 900 San Mateo St, San Juan, Texas
- Incident Number 005165 – Outside Rubbish Fire at Stewart and Anaya, San Juan, Texas
- Incident Number 004623 – Vehicle Fire at 906 Juan Balli, San Juan, Texas

Volunteer Department

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

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Fire Inspections

A total of 28 inspections were conducted in the month of March 2023. Please see attached for detailed information about each completed inspection.

Plan Reviews

The following plans were reviewed for the month of March 2023:

- Artic Ice I Subdivision
- Starlite
- The Spot Food Trailer
- Shop at Chavez Lot 4 and 5
- Northgate Manor #1
- Home 2 Suites by Hilton
- San Juan Parks and Recreation

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 March 2023 to the Administration Office.

- A total of 183.3 Gallons of Unleaded
- A total of 808.4 Gallons of Diesel

55%

FIRE
Percentage of Total
Incidents

45%

EMS
Percentage of Total
Incidents

83

INCIDENTS
In Selected Time Slice

31

DAYS
In Selected Time Slice



	Counts % Rows % Columns % All													
Week Ending	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	5/7/23	5/14/23	5/21/23	5/28/23	Total
(10) Fire, other			3											3
(11) Structure Fire		1	1											2
(13) Mobile property (vehicle) fire		1	1											2
(14) Natural vegetation fire	1													1
(15) Outside rubbish fire	1				2									3
(16) Special outside fire			1											1
(30) Rescue, emergency medical call (EMS), other		1		1										2
(31) Medical assist	3	1	2	5	1									12
(32) Emergency medical service (EMS) incident	7	8	5	3										23
(33) Lock-In		1		1										2
(35) Extrication, rescue					1									1
(44) Electrical wiring/equipm. problem	1				1									2
(51) Person in distress			1											1
(55) Public service assistance	1	2	1											4
(61) Dispatched and canceled	1	2	3	1	1									8

Week Ending	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	5/7/23	5/14/23	5/21/23	5/28/23	Total
(63) Controlled burning					1									1
(70) False alarm and false call, other	2		5	1										8
(73) System or detector malfunction			1	2	1									4
(74) Unintentional system/detect... operation (no fire)	1			1										2
(90) Special type of incident, other		1												1
Total	18	18	24	15	8									83

Fire Inspection March 2023

	Date	Name of Business	Address	Contact	Inspector	App/Deny
1	3/2/23	GARCIA'S TRANSMISSION	901 W 495	Tomas Garcia	J. Salinas	Approved
2	3/2/23	AURORA'S CAKES, PASTRIES AND MORE	502 S NEBRASKA AVE	Miss Garcia	J. Salinas	Approved
3	3/3/23	AREA 956 NAIL ART LAB	901 W 1ST, STE H	Rachel Acosta	J. Salinas	Approved
4	3/3/23	THE WIND DOWN MASSAGE	111 W NOLANA, Ste 7	Alejandra Cardona	J. Salinas	Approved
5	3/7/23	SAN JUAN HEB PLUS	901 W INTERSTATE 2	Howard Butt	J. Salinas	Approved
6	3/7/23	GROCERY SERVICES SOUTH	618 E NOLANA LOOP, Ste C	Steve Sigloch	J. Salinas	Approved
7	3/7/23	SYLVIA'S BEAUTY SALON	2207 N RAUL LONGORIA, STE B	Sylvia	J. Salinas	Approved
8	3/7/23	SUBWAY 29023	106 E FM 495, STE F	Tamica	J. Salinas	Approved
9	3/7/23	RICHARD'S FENCE/ BACKYARDS UNLIMITED	302 W INTERSTATE 2	Richard Cardenas	J. Salinas	Approved
10	3/7/23	QUESOS HUASTECOS	901 W 495, STE D	Miguel Del Angel	J. Salinas	Approved
11	3/9/23	OLIVE GARDEN ITALIAN RESTAURANT	1403 E INTERSTATE HIGHWAY 2	Olive Garden Holdings	J. Salinas	Approved
12	3/14/23	GARZA COMPRESSORS & A/C SERVICE	1102 E 83,	Roque Garza	J. Salinas	Approved
13	3/20/23	LUCKY 7	400 E MINNESOTA	Jesus Martinez	J. Salinas	Approved
14	3/20/23	H&H FOOD MART	914 W SAM HOUSTON BLVD	Asif Iobal	J. Salinas	Approved
15	3/20/23	ARMBAR SPORT PUB	1618 N VETERANS RD, Ste E	Marena A Trevino	J. Salinas	Approved
16	3/27/23	MARCO'S PIZZA	700 N VETERANS, Ste G	Humberto Saenz	J. Salinas	Approved
17	3/27/23	MIJITOS COCINA	308 N NEBRASKA	Cynthia Cano	J. Salinas	Approved
18	3/28/23	LITTLE SCHOOL HOUSE LEARNING CENTER 2	1211 E 495	Macarena Chavez	J. Salinas	Approved
19	3/28/23	AZURE BISTRO INC	909 W 1ST ST,	Miguel Dominguez	J. Salinas	Approved
20	3/28/23	ELITE ACADEMY	703 S VETERANS RD,	Yisel Chavez	J. Salinas	Approved
21	3/28/23	INTERNATIONAL AUTO, LLC	1003 N RAUL LONGORIA RD	Yadira Ontiveros	J. Salinas	Approved
22	3/29/23	TORTILLERIA NVO. PROGRESO #3,	2025 N RAUL LONGORIA RD, STE 1		J. Salinas	Approved
23	3/30/23	CORAZONES DE ORO ADULT DAYCARE	130 E 83	Maria Martinez	J. Salinas	Approved
24	3/31/23	LA ANTOJERIA	916 E 83	Silvia Gonzalez	J. Salinas	Approved
25	3/31/23	IRENE'S RESTAURANT	816 N VETERANS RD, STE E		J. Salinas	Approved
26	3/31/23	TAQUERIA TACOS AL PASTOR DON CUCO	2025 N RAUL LONGORIA RD, STE 2 & 3	Ramiro Villagram	J. Salinas	Approved

27	3/31/23	LA PALABRA VIVENTE MINISTRIES	171 DEANNA DR		J. Salinas	Approved
28	3/31/23	TEMPLO BIBLICO PALABRA VIVENTE	1808 N RAUL LONGORIA RD	Antonio Palma	J. Salinas	Approved
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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Leandro Sifuentes, Interim Police Chief

DATE: 04/14/2023

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 MARCH 2023

STATISTICS: POLICE

• Calls for service:	2253
• Incident reports:	594
• Accidents:	152
• 911 Calls:	1795
• Patrol Citations Issued:	82
• Violations:	124
• Patrol & CID Arrests:	48
• CID Issued Warrants:	8

MARCH

SPECIAL GRANT DETAILS:

• Border Star hours:	527.5
• Vehicle Stops:	14
• Contacts:	36
• Misdemeanor Arrest:	0
• Felony Arrest:	0

MARCH

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• Cases Investigated:	0
• Citations:	5
• Tx-Dot STEP-Wave Traffic	Enforcement hours: Not working

SAN JUAN POLICE PERSONNEL:

4 officer applicants in the last stages of background investigations
 2 backgrounds completed and will be recommended for hire.
 1 San Juan Dispatcher going through Police Academy (background pending)
 A total of 7 applicants will be recommended for hire in May when all background and TCOLE requirements clear.

FLEET

Pending new Police Tahoe’s. ETA for them to arrive fully equipped is the end of May.

STATISTICS: ANIMAL CONTROL MARCH

• Call for service	117
• Citations Issued:	11
• Violations:	14

SPECIAL EVENTS:

• AXON ROAD SHOW WILL BE HOSTED ON MAY 10, 2023, BY THE SAN JUAN POLICE DEPARTMENT SOUTHSIDE STATION. AXON WILL BRING ITS LATEST PUBLIC SAFETY TECHNOLOGY FOR OFFICERS TO EXPERIENCE.



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Mary Enriquez, Court Administrator

DATE: 04/17/2023

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 \$30,269.70

Defensive Driving 0

Deferred 1

Pre-Trials 0

Bench Trials 1

Scofflaw \$ 7,957.70

COLLECTIONS 2022 COLLECTIONS 2023

March - \$ 19,620.45 March \$ 30,269.70

CITATIONS ISSUED 2022 CITATIONS ISSUED 2023

March - 81 March - 82

SCOFFLAW COLLECTIONS 2022 SCOFFLAW COLLECTIONS 2023

March - \$ 1,812.05 March - \$ 7,957.70

City Marshal - Warrants and Fines Collected - \$ 4,446.00

Warrants - 17

Phone calls - 80

Total Warrants issued - 83

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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Juan Martinez

DATE: 04/17/2023

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

Texas Drought Outlook

- 64% of Texas is in a drought (March 28, 2023)
- RGV is Abnormally Dry (No Change In the watershed)
- Falcon and Amistad are @ 25.25%
- STAGE II IS STILL IN FULL EFFECT

System Outlook

- Water Connections – 7,233
- Sewer Connections – 10,058 (3,355 NAWSC)

Water Treatment Facility

- Combined Gallons Treated: 87.42 MG
- Combined Gallons Produced: 84.549 MG

Water Treatment Facility No. 1

- 0.061 MG treated
- 35.269 MG delivered
- 31.6 MG Transferred from WTF No. 2
- 9.57 MG RAW (Reservoir)
- 0.058 MG Backwash
- 0 MG Well

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Water Treatment Facility No. 2

- 87.361 Treated
- 49.280 MG Delivered
- 31.6 MG Transferred to WTF No. 1
- 71.14 MG RAW (Reservoir)
- 3.08 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 – 03
- Taps – 02
- Locates - 10

Water Loss

- Reported – 90,000 gals
- Unreported – 79,000 gals

Hydrants

- Flushed – 18
- Repaired/Replaced – 2
- STAGE II WATER CONSERVATION STILL IN EFFECT

Valves

- Worked – 07
- Repaired/Replaced – 5

Utility Billing

- Work Orders –02

We Continue Our Hydrant and Valve Maintenance.
Installed 520' of 10" Water Line

Wastewater Treatment Facility

- Treated – 64,195 MG
- Wetland – 0 MG
- 440 - Cubic Yards of Sludge Hauled to Landfill

Wastewater Collections

Work orders - 34

- Sewer Main Repaired – 2
- Sewer Backups Reported –20
- Sewer Backups Cleared – 20
- Odor Complaints – 01
- Locates – 11
- Replaced Manhole covers – 04
- Unauthorized Discharges - 1

Administration

Financials

- Administration – 78.65 %
- Water Treatment – 43.19 %
- Distribution: – 54.64 %
- Sewer Collection – 45.69 %
- Wastewater Treatment – 47.56 %

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.
- Alta Vista Subdivision Waterline Improvement Project under Design by Trimad Consultants L.L.C
- Alta Vista Subdivision Sanitary Sewer Improvement Project under Design by Trimad Consultants L.L.C

Certification

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

-

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 25, 2023

Hold a Public Hearing and Consider an Ordinance for a Conditional Use Permit to Allow a Mobile Food Court and the Sale of Alcoholic Beverages (wine and beer) for On-Premise Consumption at 232 E. Business Highway 83, Legally Described as Lettered Blocks (San Juan) Lot 1, Block B, as Requested by Marivel Salinas. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

MOBILE FOOD COURT: A '*Mobile Food Court*' is a parcel of commercially zoned property where through the required conditional use permit regulatory process, mobile food vending structures congregate to offer and/or beverages for sale to the public as the principal use of the property.

On February 28, 2023, the San Juan City Commission Meeting approved Ordinance 2023-04 which allows Food Trucks only inside of a Mobile Food Court thru a Conditional Use Permit.

The applicant is proposing a Mobile Food Court at the Southwest corner of Iowa and Business 83, behind Cheers Wine and Liquor and the Sale of Alcoholic Beverages for On-Premise Consumption. She is proposing to have nineteen (19) food truck spaces, a stage, a seating area, restrooms, a bar and additional parking area along the West side of the property. (See attached site plan)

The proposed days and hours of operation are Tuesdays to Saturdays from 7:00 a.m. to 10:00 p.m.

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 the request.

RECOMMENDATION:

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 the request.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 04/20/2023
CITY COMMISSION – 04/25/2023
DATE PREPARED – 04/14/2023

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Mobile Food Court and Sale of Alcoholic Beverage (Wine and Beer) for On-Premises Consumption
APPLICANT:	Marivel Salinas
SURVEYOR/ENGINEER:	N/A
LEGAL:	Lettered Blks (San Juan) Lot 1, Block B Subdivision
LOCATION:	232 E. Business Highway 83 Located at the Southwest corner of Business 83 and Iowa Avenue.
EXISTING ZONING:	General Business District (C-2)
EXISTING LAND USE/ ADJACENT ZONING:	<i>North</i> – Commercial, Neighborhood Commercial District (C-1) <i>South</i> – Event Center; General Business District (C-2) <i>East</i> – Commercial; General Business District (C-2) <i>West</i> – Commercial; General Business District (C-2)
ACCESS AND CIRCULATION:	This property has access onto Iowa and Business 83.
PUBLIC SERVICES:	Water and sewer services are provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval subject to compliance with the list of requirements.

EVALUATION AND CONDITIONS FOR APPROVAL

MOBILE FOOD COURT: A *‘Mobile Food Court’* is a parcel of commercially zoned property where through the required conditional use permit regulatory process, mobile food vending structures congregate to offer and/or beverages for sale to the public as the principal use of the property.

On February 28, 2023, the San Juan City Commission Meeting approved Ordinance 2023-04 which allows Food Trucks only inside of a Mobile Food Court thru a Conditional Use Permit.

The applicant is proposing a Mobile Food Court at the Southwest corner of Iowa and Business 83, behind Cheers Wine and Liquor and the Sale of Alcoholic Beverages for On-Premise Consumption. She is proposing to have nineteen (19) food truck spaces, stage, seating area, restrooms, bar and additional parking area along the West side of the property. (See attached site plan)

The proposed days and hours of operation are as follows Tuesdays thru Saturdays from 7:00 a.m. to 10:00 p.m.

The following is a list of requirements for a Mobile Food Courts:

1. A mobile food court shall be no less than ten thousand square feet (10,000 square feet);
2. A mobile food court shall only be permitted through a conditional use permit within General Business District (C-2);
3. A permit issued for a Conditional Use Permit is not transferable;
4. Late hours after 10:00 p.m. will be require on-site uniformed security to monitor the noise and traffic;
5. Mobile food court permits shall be valid for one year from the date of the conditional use permit approval. It is noted that if the permit is not used within six months, the permit shall be automatically cancelled;
6. A mobile food court shall be a minimum of ten feet from each other to avoid congestion;
7. There shall be paved parking area; there shall be a minimum of 2 parking spaces per mobile food unit or one parking space for each 4 seats for patron use, whichever is greater;
8. As part of the parking plan, an engineered detention plan that complies with the property’s pre-development storage capacity shall he provided for the City’s review/examination;
9. Shall comply with the city’s landscaping codes;
10. Any buffering that may be required shall not be less than six feet in height. No signage/logo/emblem or similar feature, shall be placed;
11. No mobile food vendor shall be placed in a manner that may cause a sight obstruction to general traffic/pedestrian patterns.
12. Fire lines may be marked as per Fire Marshal;
13. A mobile food court shall provide restroom facilities on-site;
14. Site and surrounding areas to be cleared of debris on a daily basis;
15. No loudspeakers/amplifications;
16. No flashing, strobe lights or blinking lights;
17. Must comply with the 2018 ICC and Fire Codes and 2017 NEC Codes;

**CONDITIONAL USE PERMIT
“CHEERS FOOD TRUCK PARK”
APRIL 25, 2023**

PAGE 3

18. Must comply with the Occupancy, Health and Food Handlers Permits;
19. Must obtain a TxDOT permit regarding access along Business 83;
20. Must comply with the TABC requirements;
21. Must comply with the ADA requirements;
22. Must provide copy of the sale tax number and contact information for operator and employees

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 the request.

ATTACHMENTS:

Location Map
Zoning Map
Site Plan
Conditional Use Permit Application
List of neighboring property owners receiving notice
Ordinance



Location Map



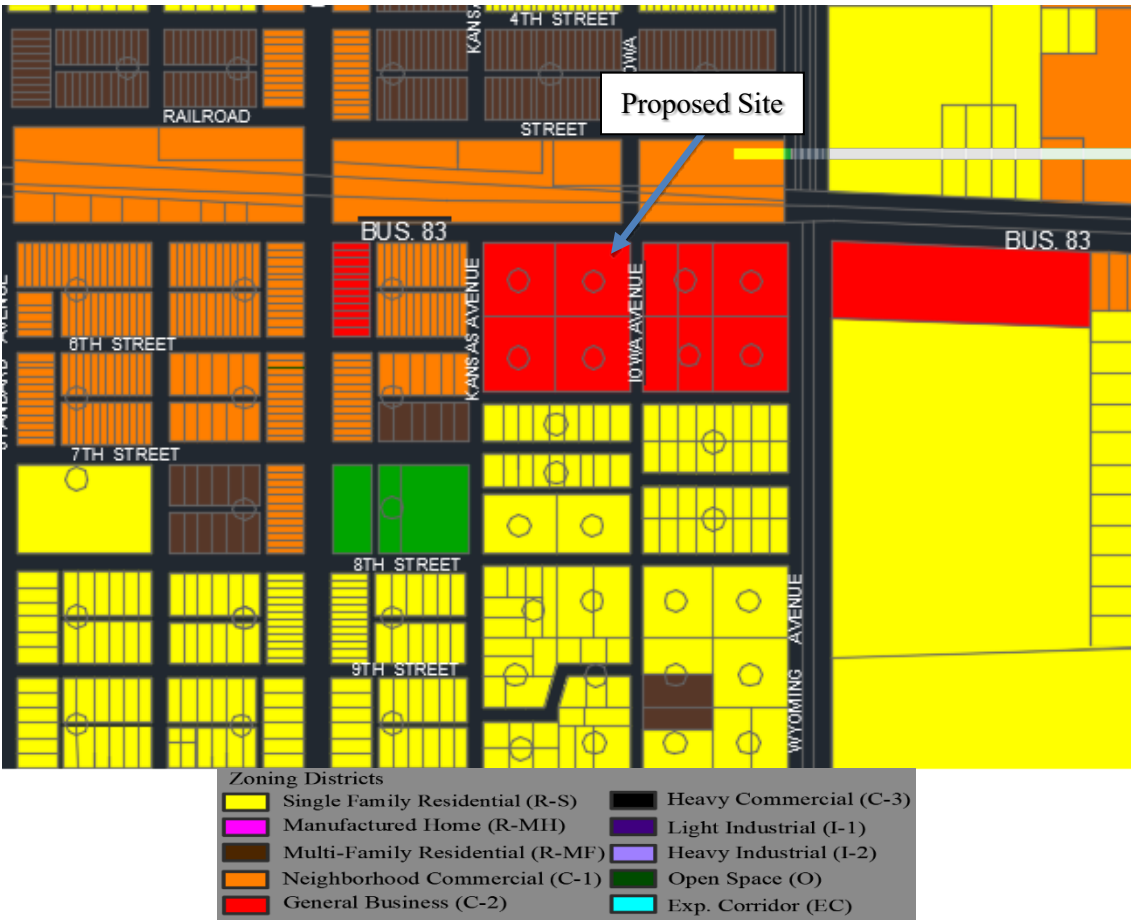
Proposed Site



View from Iowa Avenue



View from Business 83



Zoning Map



ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ALLOW A MOBILE FOOD COURT AND THE SALE OF ALCOHOLIC BEVERAGES FOR ON PREMISE CONSUMPTION AT “CHEERS FOOD PARK” LOCATED AT 232 E. BUSINESS HIGHWAY 83, LEGALLY DESCRIBED AS LETTERED BLOCKS (SAN JUAN) LOT 1, BLOCK B, 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, Marivel Salinas, has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan to allow a Mobile Food Court and the Sale of Alcoholic Beverages (wine and beer) for On-Premise Consumption at “Cheers Food Park”.

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

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

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to Marivel Rodriguez for a Conditional Use Permit to allow a Mobile Food Court and the Sale of Alcoholic Beverages for On-Premise Consumption at “Cheers Food Park” located at 232 E. Business Highway 83, subject to the following conditions:

1. A mobile food court shall be no less than ten thousand square feet (10,000 square feet);
2. A mobile food court shall only be permitted through a conditional use permit within General Business District (C-2);
3. A permit issued for a Conditional Use Permit is not transferable;
4. Late hours after 10:00 p.m. will be require on-site uniformed security to monitor the noise and traffic;
5. Mobile food court permits shall be valid for one year from the date of the conditional use permit approval. It is noted that if the permit is not used within six months, the permit shall be automatically cancelled;
6. A mobile food court shall be a minimum of ten feet from each other to avoid congestion;
7. There shall be paved parking area; there shall be a minimum of 2 parking spaces per mobile food unit or one parking space for each 4 seats for patron use, whichever is greater;
8. As part of the parking plan, an engineered detention plan that complies with the property’s pre-development storage capacity shall he provided for the City’s review/examination;

9. Shall comply with the city's landscaping codes;
10. Any buffering that may be required shall not be less than six feet in height. No signage/logo/emblem or similar feature, shall be placed;
11. No mobile food vendor shall be placed in a manner that may cause a sight obstruction to general traffic/pedestrian patterns.
12. Fire lines may be marked as per Fire Marshal;
13. A mobile food court shall provide restroom facilities on-site;
14. Site and surrounding areas to be cleared of debris on a daily basis;
15. No loudspeakers/amplifications;
16. No flashing, strobe lights or blinking lights;
17. Must comply with the 2018 ICC and Fire Codes and 2017 NEC Codes;
18. Must comply with the Occupancy, Health and Food Handlers Permits;
19. Must obtain a TxDOT permit regarding access along Business 83;
20. Must comply with the TABC requirements;
21. Must comply with the ADA requirements;
22. Must provide copy of the sale tax number and contact information for operator and employees

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 25th day of April, 2023.

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

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

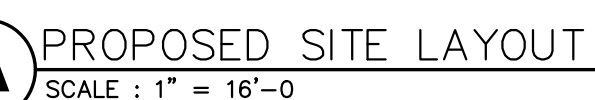
APPROVED BY:
Palacios, Garza & Thompson, P.C.

BRENDA ESCALANTE
CITY SECRETARY

CITY ATTORNEY

[illegible]

50x60 CONC PAD SEATING AREA



Conditional Use Permit to allow a Cheers Food Park and Sale of Alcoholic Beverages (wine and beer) for On-Premise Consumption at 232 E. Business Highway 83, legally described as Lettered Blocks (San Juan) Lot 1, Block B, as Requested by Marivel Salinas.

Salinas, Marivel
113 Alfredo Street
San Juan, Texas 78589

JMJ Cadena Investment LLC.
901 Sam Houston Blvd.
San Juan, Texas 78589

Sesatty Enterprise LLC.
2600 Santa Laura
Mission, Texas 78572

Los Gatitos Bridal Inc.
522 S. Iowa
San Juan, Texas 78589

Regalado, Esteban & Juana A.
2610 Quince Ave.
McAllen, Texas 78501

TMF Ent Properties LLC.
216 E. Buisness 83
San Juan, Texas 78589

Cano. Joel
605 Sam Houston Blvd.
San Juan, Texas 78589

Missouri Pacific Railroad
1400 Douglas Street
Stop 1640
Omaha, NE 68179-0002

Texas Department of Transportation
P.O. Box EE
Pharr, Texas 785711

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 25, 2023

Hold a Public Hearing and Consider an Ordinance for a Conditional Use Permit for Mixed Beverages and Late Hours Permit at 901 W. 1st Street, Suite I-Space #2, Legally Described as Lot 3, B.T. No. 1 Subdivision, as Requested by Rod Squad, LLC. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

Rod Squad, LLC. is a catering company that is relocating their office from McAllen to San Juan. They are proposing to use this location as an office to meet with potential clients. As a catering business, their services include the sale and service of alcoholic beverages. Currently, they have a Mixed Beverages Permit with the City of McAllen and will be filing a change of address with the Texas Alcoholic Beverage Commission (TABC). TABC requires a building to store alcohol and no consumption or sale of alcohol will be allowed on the premises.

Staff contacted the TABC Licensing Department and they confirmed that catering businesses can apply for a Mixed Beverages (MB) Permit.

The operation hours are Monday thru Friday, from 9:00 a.m. to 5:00 p.m. Late Hours (LT) Permit until 2:00 a.m. is also requested to transport alcoholic beverages to and from the catered location.

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 the request.

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 04/20/2023
CITY COMMISSION – 04/25/2023
DATE PREPARED – 04/14/2023

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Conditional Use Permit for a Mixed Beverages and Late Hours Permit
APPLICANT:	Rod Squad, LLC.
SURVEYOR/ENGINEER:	N/A
LEGAL:	Lot 3, B.T. No. 1 Subdivision
LOCATION:	901 West 1 st Suite I Space-2 Commercial Plaza at the Southeast corner of Veterans Boulevard and 1 st Street
EXISTING ZONING:	General Business District (C-2)
EXISTING LAND USE/ ADJACENT ZONING:	<u>North</u> – Residential, Single-Family Residential District (R-S) <u>South</u> – Vacant; Neighborhood Commercial District (R-MF) <u>East</u> – Clinic; Neighborhood Commercial District (R-MF) <u>West</u> – Commercial; General Business District (C-2)
ACCESS AND CIRCULATION:	This property has access along 1 st Street
PUBLIC SERVICES:	Water and sewer services are provided by the City of San Juan.
RECOMMENDATION:	Staff recommends approval.

Rod Squad, LLC. is a catering company that is relocating their office from McAllen to San Juan. They are proposing to use this location as an office to meet with potential clients. As a catering business, their services include the sale and services of alcoholic beverages. Currently, they had a Mixed Beverages Permit with the City of McAllen and will be filing a change of address with the Texas Alcoholic Beverage Commission (TABC). TABC requires a building to store the alcohol and no consumption or sale of alcohol will be allowed on premises.

The operation hours are Monday thru Friday from 9:00 a.m. to 5:00 p.m. Late Hours (LT) Permit until 2:00 a.m. is also requested to transport alcoholic beverages to and from the catered location.

ATTACHMENTS:

- Location Map
Proposed Site
Office layout
Zoning Map
Letter from Property Owner
Letter from tenant
List of neighboring property owners receiving notice
Ordinance



Location Map

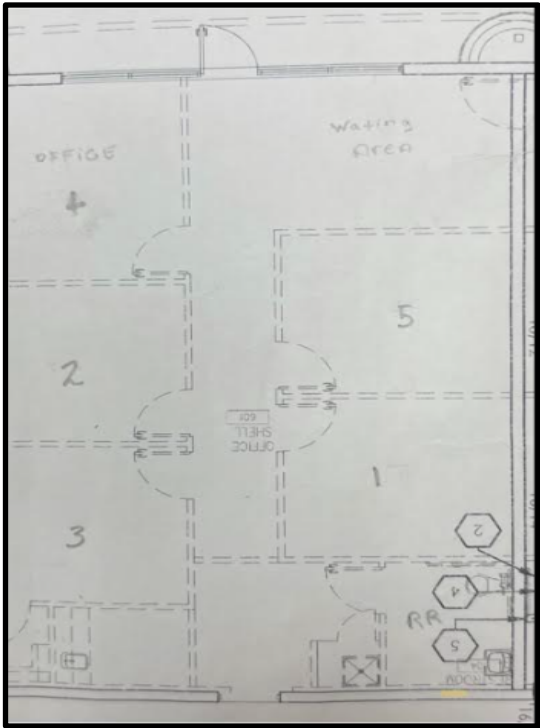


Proposed Location

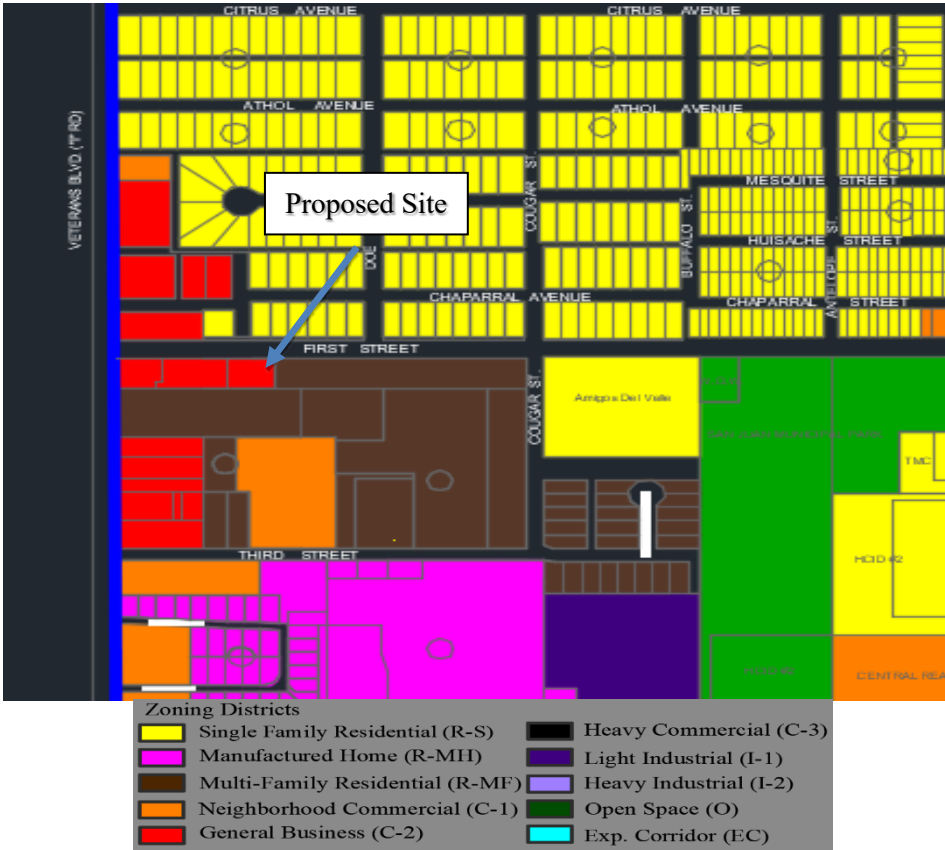


Proposed Location

Proposed Site



Office Layout



Zoning Map



ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR A MIXED BEVERAGES AND LATE HOURS PERMIT AT 901 W. 1ST STREET SUITE I – SPACE #2, LEGALLY DESCRIBED AS LOT 3, B.T. NO. 1 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, Rod Squad, LLC., has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance for a Mixed Beverages and Late Hours Permit at 901 W. 1st Street.

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

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

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to Rod Squad, LLC. for a Mixed Beverages and Late Hours Permit at 901 W. 1st Street Suite I, Space #2.

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

PASSED and **APPROVED** on first reading on the 25th day of April, 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

To: City of San Juan - Planning Dept.

I am proposing to use this location as a storage for alcoholic beverages & food.

I own a catering business that includes the sale/serving of all alcoholic beverages.

I currently hold a Mixed Beverage Permit in McAllen and will be filing a change of address with T.A.B.C.

TABC requires a building to store my alcohol. There will be no consumption on the premises.

my hours will likely be from

9AM-5PM or at times later.

Together with the Mixed Beverage Permit I hold Late Hours till 2AM.

Rod Squad LLC - manager/owner

Vidal Rodriguez

Vidal Rodriguez

956-249-2732

Palma Vista Plaza

901 W. 1ST STREET SUITE I
SAN JUAN TX 78589



City of San Juan Planning and Zoning Department

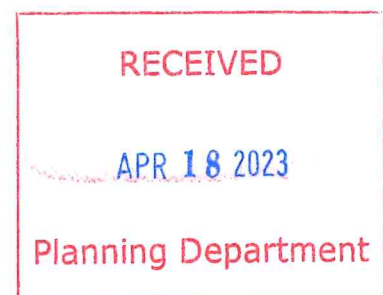
To whom it may concern:

Palma Vista Plaza has an interested party hoping to rent a small office space, in unit I at 901 W 1st street. This company (Rod Squad LLC.) will only be renting a 10x12 room from us and will only be for office use only, no customer foot traffic will be coming to Palma Vista Plaza as they will use office space as a home base office and storage area only. No person-to-person business will be conducted from office unit. Rod Squad LLC is a catering event service company, so parties will be at customers location only and all alcohol beverages will be taken to location of party or event, not at Palma Vista Plaza. And no sales of any kind including alcohol will be done from office. If you have any questions, please contact: Palma Vista Plaza Management at (956)533-5305.

Thank you.

A handwritten signature in black ink, appearing to read 'LP' or similar initials.

Leonel Pedraza



Conditional Use Permit to allow a Mixed Beverage Permit and Late Hours of Operation for the Storage of Mixed Beverages located at 901 W. 1st Street Suite I-Space Number 2, Request by Rod Squad LLC.

Rod Squad LLC.
1617 N. 30th Street
McAllen, Texas 78589

Acevedo, Nestor I
809 W. Chaparral Ave.
San Juan, Texas 78589

Cantu, Raquel
310 N. Veterans Blvd.
San Juan, Texas 78589

AAR Family Ltd
317 Campo Verde Circle
San Juan, Texas 78589

NCDV
P.O. Box 1689
Pharr, Texas 78577

Yucas Properties LP
5219 N. McColl Rd.
McAllen, Texas 78504

Nava, Gregorio & Cynthia R
900 Sundance Lane
San Juan, Texas 78589

Coronado, Joel & Crimilda
601 E. Evans Avenue
Pharr, Texas 78577

Rubio, Oscar
Cortaza, Alejandro
132203 Park Manor St
San Antonio, Texas 78230-1530

Deleon, Heraclio R. & Herminia
901 W. Chaparral Street
San Juan, Texas 78589

Reyes, Sandra
813 W. Chaparral Street
San Juan, Texas 78589

Martinez, Jorge A. &
Cavazos, Claudia
811 W. Chaparral Street
San Juan, Texas 78589

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 25, 2023

Hold a Public Hearing and Consider an Ordinance Classifying Property Described as Being a 1.59 Acre Tract (69,270.55 Sq. Ft.) Tract of Land Being out of that Certain 5.85 Acre Tract out of the Southwesterly Portion, more or less, out of Lot 8, Block 35, Alamo Land and Sugar Company, Hidalgo County, Texas as "Surplus" Property and Authorizing the Transfer of that Certain Property to the San Juan Economic Development Corporation for no less than the Fair Market Value, Plus any and all Closing Costs; Providing for Codification; Providing for Severability; Providing for a Repealer Clause; and Ordaining all other Provisions Related to the Subject Matter Hereof.

STAFF COMMENTS AND RECOMMENDATIONS:

Hold a Public Hearing and Consider an Ordinance Classifying Property Described as being a 1.59 Acre Tract (69,270.55 Sq. Ft.) Tract of Land being out of that Certain 5.85 Acre Tract out of the Southwesterly Portion, more or less, out of Lot 8, Block 35, Alamo Land and Sugar Company, Hidalgo County, Texas as "Surplus" Property and Authorizing the Transfer of that Certain Property to the San Juan Economic Development Corporation for no Less than the Fair Market Value, Plus any and all Closing Costs; Providing for Codification; Providing for Severability; Providing for a Repealer Clause; and Ordaining all other Provisions Related to the Subject Matter Hereof.

RECOMMENDATION:

As recommended by the City Commission.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

Carrizales Land Surveying, LLC

Texas Registered Surveying Firm
TBPELS Firm No:10194417

METES AND BOUNDS DESCRIPTION A 1.590 ACRE TRACT

A 1.590 ACRE [69,270.55 SQ. FT.] TRACT OF LAND BEING OUT OF THAT CERTAIN 5.85 ACRE TRACT OUT OF THE SOUTHWESTERLY PORTION, MORE OR LESS, OUT OF LOT EIGHT (8), BLOCK THIRTY FIVE (35), ALAMO LAND AND SUGAR COMPANY, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 24-26, MAP RECORDS OF HIDALGO COUNTY (MRHCT), TEXAS; CONVEYED TO CITY OF SAN JUAN, BY VIRTUE OF SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 1103535, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS (ORHCT), SAID 1.590 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW:

COMMENCING at a calculated point, for the northwest corner of said 5.895 acre tract of land, Thence South 60 degrees 48 minutes 48 seconds East, (Record ~ South 60 degrees 55 minutes 25 seconds East) along the north line of said 5.895 acre tract of land, a distance of 150.72 feet to a half (1/2)-inch iron rod found [N:16596302.6867, E:1099225.3586] on the east line of a 140 foot Hidalgo County Irrigation District Number 2 canal right of way, for the Northwest corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, South 60 degrees 48 minutes 48 seconds East (Record ~ South 60 degrees 55 minutes 25 seconds East) a distance of 246.82 feet to a half (1/2)-inch iron rod with a cap found being the northwest corner of Lot 2, Xogar Subdivision, recorded in Document Number 2335645, MRHCT, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 36 minutes 52 seconds West (Record ~ South 08 degrees 30 minutes 15 seconds East) along the west boundary line of said Xogar Subdivision, a distance of 256.43 feet to a half (1/2)-inch iron rod with a cap found, for Southeast corner of this tract of land;

THENCE, North 81 degrees 22 minutes 20 seconds West, a distance of 231.08 feet to a half (1/2)-inch iron rod with a cap found on the east line of said 140-foot canal right of way, for the Southwest corner of this tract;

THENCE, North 08 degrees 36 minutes 52 seconds East, along the east line of said 140-foot canal right of way, a distance of 343.10 feet to the **POINT OF BEGINNING**; containing 1.590 acres of land [69,270.55 Sq. Ft.] more or less.

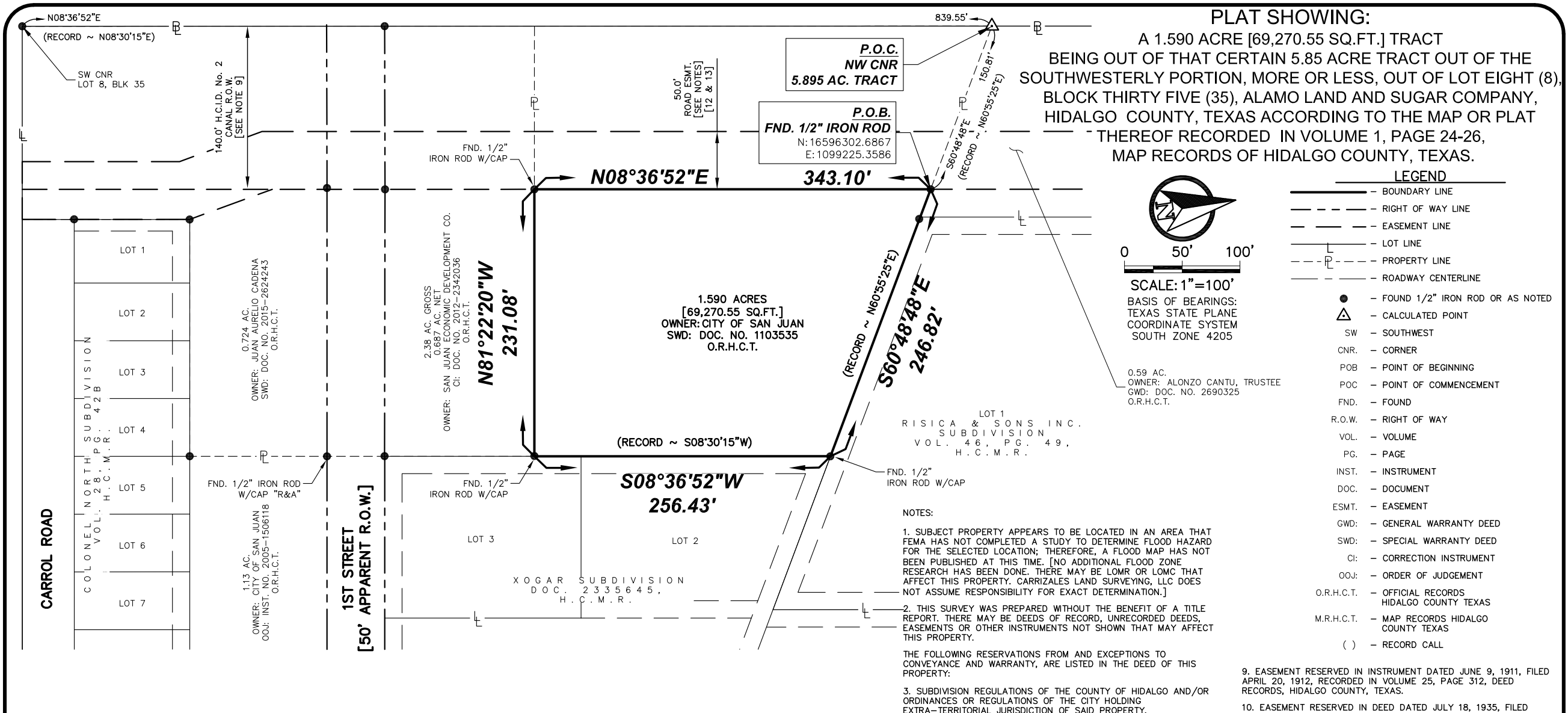
All coordinates, bearings, and distances noted within this metes and bounds description are in U.S. Survey Feet and reference the Texas State Plane Coordinate System South Zone 4205 and in grid coordinates.

A survey plat of even date accompanies this metes and bounds description.


Manuel Carrizales
Registered Professional Land Surveyor
Texas Registration Number 6388


Date





Carrizales
Land
Surveying, LLC

Texas Registered Surveying Firm
TBPELS FIRM No.10194417
4807 Gondola Avenue,
Edinburg, TX 78542
Office: 956-567-2167
www.cls.land

I, MANUEL CARRIZALES, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION IN THE MONTH OF APRIL, 2023 AND THAT THE NOTES SHOWN HEREON ARE TRUE AND CORRECT.

Manuel Carrizales
MANUEL CARRIZALES
R.P.L.S. #6388

DATE



- NOTES:
- SUBJECT PROPERTY APPEARS TO BE LOCATED IN AN AREA THAT FEMA HAS NOT COMPLETED A STUDY TO DETERMINE FLOOD HAZARD FOR THE SELECTED LOCATION; THEREFORE, A FLOOD MAP HAS NOT BEEN PUBLISHED AT THIS TIME. [NO ADDITIONAL FLOOD ZONE RESEARCH HAS BEEN DONE. THERE MAY BE LOMR OR LOMC THAT AFFECT THIS PROPERTY. CARRIZALES LAND SURVEYING, LLC DOES NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.]
 - THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS NOT SHOWN THAT MAY AFFECT THIS PROPERTY.
 - SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR REGULATIONS OF THE CITY HOLDING EXTRA-TERRITORIAL JURISDICTION OF SAID PROPERTY.
 - STATUTORY RIGHTS, RULES, REGULATIONS, EASEMENTS AND LIENS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, PURSUANT TO APPLICABLE SECTIONS OF THE TEXAS WATER CODE. (BLANKET)
 - RIGHTS OR CLAIMS BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 TO ANY PORTION OF PROPERTY LYING WITHIN CANAL AND/OR DRAIN DITCH EASEMENTS AND/OR RIGHTS OF WAY LOCATED ON THE PROPERTY.
 - ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE BOUNDARIES OF DEDICATED OR EXISTING ROADWAYS OR WHICH MAY BE USED FOR ROAD OR STREET PURPOSES.
 - EASEMENTS AND RESERVATIONS AS SHOWN ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS.
 - EASEMENT RESERVED IN DEED DATED JUNE 12, 1911, FILED JUNE 19, 1911, RECORDED IN VOLUME 19, PAGE 201, DEED RECORDS, HIDALGO COUNTY, TEXAS.
 - EASEMENT RESERVED IN INSTRUMENT DATED JUNE 9, 1911, FILED APRIL 20, 1912, RECORDED IN VOLUME 25, PAGE 312, DEED RECORDS, HIDALGO COUNTY, TEXAS.
 - EASEMENT RESERVED IN DEED DATED JULY 18, 1935, FILED FEBRUARY 20, 1937, RECORDED IN VOLUME 425, PAGE 236, DEED RECORDS, HIDALGO COUNTY, TEXAS.
 - RIGHT OF WAY EASEMENT GRANTED TO THE STATE OF TEXAS, RECORDED IN VOLUME 1022, PAGE 55, DEED RECORDS, HIDALGO COUNTY, TEXAS.
 - RIGHT OF WAY EASEMENT GRANTED TO THE REYNALDO G. GARZA SCHOOL OF LAW, INC., FILED MARCH 8, 1995 UNDER DOCUMENT NO. 439863, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
 - RIGHT OF WAY EASEMENT GRANTED TO THE REYNALDO G. GARZA SCHOOL OF LAW, INC., FILED APRIL 6, 1995 UNDER DOCUMENT NO. 445586, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
 - ALL ADJOINER INFORMATION SHOWN HEREON AS PER HIDALGO COUNTY APPRAISAL DISTRICT RECORDS.
 - A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.
 - SURVEY VALID ONLY WITH ORIGINAL SEAL AND SIGNATURE.

16. SURVEY VALID ONLY WITH ORIGINAL SEAL AND SIGNATURE.

JOB NO. 23071A SHEET 02 OF 02

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS CLASSIFYING PROPERTY DESCRIBED AS BEING A 1.59 ACRE TRACT (69,270.55 SQ. FT.) TRACT OF LAND BEING OUT OF THAT CERTAIN 5.85 ACRE TRACT OUT OF THE SOUTHWESTERLY PORTION, MORE OR LESS, OUT OF LOT 8, BLOCK 35, ALAMO LAND AND SUGAR COMPANY, HIDALGO COUNTY, TEXAS AS “SURPLUS” PROPERTY AND AUTHORIZING THE TRANSFER OF THAT CERTAIN PROPERTY TO THE SAN JUAN ECONOMIC DEVELOPMENT CORPORATION FOR NO LESS THAN THE FAIR MARKET VALUE, PLUS ANY AND ALL CLOSING COSTS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CODIFICATION; PROVIDING FOR SERVERABILITY; PROVIDING FOR A REPEALER CLAUSE; AND ORDAINING ALL OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, property shall only be deemed as “surplus” after a determination by the City Commission that title to the property was not obtained with specific intent; and

WHEREAS, “surplus” property shall be only those properties which are “in need of economic development and assistance”; and

WHEREAS, it is the responsibility of the City Commission to promote the continued growth of its territories, while expanding the economic development and tax base within its jurisdiction and the Commission shall deem property as “surplus” and take all the necessary steps to ensure the future development of all “surplus” property; and

WHEREAS, the City of San Juan, Texas owns the property described as being a 1.59 acre (69,270.55 sq. ft.) tract of land being out of that certain 5.85 acre tract out of the southwesterly portion, more or less, out of Lot 8, Block 35, Alamo Land and Sugar Company, Hidalgo County, Texas and more particularly described in Metes and Bounds attached as **Exhibit “A”**; and

WHEREAS, the City Commission desires to declare the above mentioned property as “surplus” property in need of economic development and assistance; and

WHEREAS, the San Juan Economic Development Corporation has worked diligently in promoting and expanding the City of San Juan’s economic development and tax base; and

WHEREAS, the City Commission of the City of San Juan desires to transfer said surplus property to the San Juan Economic Development Corporation for economic development purposes and for no less than a fair market value, plus any and all closing costs; and

WHEREAS, such fair market value has been determined in the Appraisal Report attached as **Exhibit “B”**; and

WHEREAS, pursuant to the City’s Charter and Chapters 253 and 272 of the Texas Local Government Code the City Commission is authorized to transfer such property; and

WHEREAS, the City Commission desires that such conveyance or transfer made pursuant to this Ordinance comply with Section 5.022 of the Texas Property Code.

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

SECTION 1. INCORPORATION OF RECITALS. The City Commission finds that the statements set forth in the Recitals of this Ordinance are true and correct and the City Commission hereby incorporates such Recitals as part of this Ordinance.

SECTION 2. DETERMINATION OF SURPLUS PROPERTY. The City Commission hereby declares the property described in the recitals above was not obtained with specific intent and the City Commission further declares such property as “surplus” property in need of economic development and assistance.

SECTION 3. TRANSFER OF SURPLUS PROPERTY FOR ECONOMIC DEVELOPMENT. The City Commission hereby authorizes the City Manager to execute all necessary documents for the transfer of such surplus property via general warranty deed in accordance with Section 5.022 of the Texas Property Code to San Juan Economic Development Corporation for economic development purposes and for no less than the fair market value as described in the recitals above, plus any and all closing costs.

SECTION 4. 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 5. 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 6. 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 7. 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 8. 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 25th day of April, 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 May, 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: _____

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 25, 2023

Preliminary and Final Plat Approval of the Arctic Ice I Subdivision Being a 4.74-Acre Tract of Land out of the South 5.00 Acre Tract of the West 14.18 Acres of the South 26.80 acres of Lot 15, Block 6, John Closner Subdivison, as Requested by SAMES Engineering and Surveying.
[Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The developer is proposing to subdivide a 4.75-acre tract into a one (1). The property is located to the West of the San Juan Municipal Park along Business 83. The proposed subdivision is located in a flood zone "C" according to the FEMA Map, areas or minimum flooding.

It is noted that Project Engineer is requesting a variance on the 15-foot utility easement around the subdivision due to 20-foot of right of way and the existing 30-foot irrigation easement. They are proposing to leave a 10-foot utility easement.

Water a sewer services will be provided by the City of San Juan. Additional fire hydrants shall be installed as per San Juan Fire Department requirements.

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 04/20/2023
CITY COMMISSION – 04/26/2023
DATE PREPARED – 04/14/2023

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Preliminary and Final Plat Approval of the Arctic Ice I Subdivision
APPLICANT:	Arctic Ice I, Inc.
AGENT:	SAMES Engineering and Surveying
LEGAL:	Being a 4.74-acre tract of land out of the South 5.00-acre tract of the West 14.18-acres of the South 26.80-acres of Lot 15, Block 6, John Closner Subdivision
LOCATION:	The property is located to the West of the San Juan Municipal Park along West Business 83
CURRENT USE OF PROPERTY:	Vacant
EXISTING ZONING:	Light Industrial District (L-I)
EXISTING LAND USE/ ADJACENT ZONING:	<i>North</i> – Apartments; Multi-Family Residence District (R-MF) <i>South</i> – Commercial; General Business District (C-2) <i>East</i> – Municipal Park; Open Area <i>West</i> – Mobile Home Park; Manufactured Home District (R-MH)
PUBLIC SERVICES:	Water and sewer services are provided by the City of San Juan.
VARIANCE REQUEST:	The applicant is requesting the following variances (see enclosed letter): 1. To not comply with the 15-foot utility easement along the perimeter of the subdivision, they are proposing to leave 10-feet.
RECOMMENDATION:	Staff recommends approval.

EVALUATION AND CONDITIONS FOR APPROVAL

The developer is proposing to subdivide a 4.74-acre tract into a one (1). The property is located to the West of the San Juan Municipal Park along Business 83. The proposed subdivision is located in a flood zone “C” according to the FEMA Map, areas or minimum flooding.

It is noted that Project Engineer is requesting a variance on the 15-foot utility easement around the subdivision due to 20-foot of right of way and the existing 30-foot irrigation easement. They are proposing to leave a 10-foot utility easement.

Water a sewer services will be provided by the City of San Juan. Additional fire hydrants shall be installed as per San Juan Fire Department requirements.

ATTACHMENTS:

- Location Map
- Aerial Photo
- Zoning Map
- Variance Letter
- Comments
- Subdivision Plat



Location Map



Proposed Location



Zoning Map



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 29, 2023

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

Re; Variance Letter Request

Mr. Tijerina,

The proposed Arctic Ice 1 Subdivision is a 1-lot commercial subdivision out of a 4.74-acre gross tract of land out of the south 5 acre tract of the west 14.18 acres of the south 26.80 acres of lot 15, block 6, John Closner Subdivision. Due to the 20 foot right of way dedication on the east boundary line and existing 30 foot irrigation pipeline easements on the west and south boundary lines, it is requested to reduce the fifteen (15) foot utility easement requirement to a width of ten (10) feet along the boundary of the proposed subdivision.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Aldo I. Garcia", is written over a horizontal line.

Aldo I. Garcia, PE
Project Manager



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

To: Director of Planning & Zoning, Daniel Tijerina
From: Interim Director of Utilities, Juan Carlos Martinez
Date: March 03, 2023
Subject: Artic Ice 1 Subdivision

Department of Utilities reviewed the plans for Artic Ice 1 Subdivision, comments are as follow:

Water Distribution

- All Mechanical Joints must be Restrained with Mega Lugs or Approved Equal.
- **Proposed connection to existing Waterline on W 3rd st must be with 8"x8" MJxFlange Tee , 8" valve and 2 8"x4" reducers.**
- MJ X Flange Tee and valve for Fire Hydrants

Sewer Collections

- Sanitary Sewer connections must have a 2 way clean out at property line.
- Proposed manholes must be Premanufactured Manhole.

RECEIVED

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

MAR 03 2023

PLANNING DEPARTMENT



Tirso Garza,
Fire Chief

Carlos Alaniz,
Assistant Chief

Jose J. Salinas,
Fire Inspector

Sandra Guajardo,
Adm. Assistant

BUILDING PLAN REVIEW COMMENTS

Building Plan Name: Arctic Ice 1 Subdivision

Address:

Date Reviewed: 3/7/2023

After reviewing plans, the following requirements shall be needed as per the Fire Protection System per IFC 2018:

1. A Fire Hydrant shall be located every 300 feet (around the building) and shall be looped to the 8" waterline. (Recommended Mueller Safety Yellow Barrel without the anti-theft device.)
2. The Developer shall install reflective blue markers in front of all hydrants.
3. Curb shall be painted RED with WHITE lettering reading NO PARKING 30 feet from the center of hydrant and 15 feet to each side.
4. All entrance and exits must be 26 feet.
5. Must meet all railroad crossings for Commercial crossings.

Station #1

707 S. Nebraska
San Juan, TX 78589

Station #2

2301 N. Raul Longoria Rd.
San Juan, TX 78589

Ph: (956) 223-2470

Fax: (956) 783-3441



Plans Reviewed By,
Jose J. Salinas, Fire Inspector



Veronica Escobedo <vescobedo@sjtx.us>

Artic 1 Ice Subdivision

Javier Martinez Jr. <javiermartinez@consoreng.com>

Wed, Mar 8, 2023 at 4:21 PM

To: Veronica Escobedo <vescobedo@sjtx.us>, Monica Gomez <mgomez@sjtx.us>, Daniel Tijerina <dtijerina@sjtx.us>

Veronica,

I have no comments for the Artic subdivision submitted plans. I did have a comment in the previous submittals on a shared driveway entrance and unaware if it was corrected since it was not submitted on this set.

Javier Martinez Jr., PE

SENIOR PROJECT MANAGER

o: +1.956.291.3995 Ext. 54462

m: +1.956.537.8548



consoreng.com

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

[Quoted text hidden]

January 31, 2023

City of San Juan

Daniel Tijerina

Director of Planning

709 S. Nebraska Ave.

San Juan, TX 78589

RE: Arctic Ice 1 Subdivision Plat & Plan Review

Dear, Mr. Tijerina

We have reviewed Arctic Ice 1 Subdivision plat & plans, and have the following comments:

PLAT

➤ **General Notes:**

- Minor discrepancies/tips in the wording.
- Note states C1 but no C1 is shown on the plat.
- Rear Setback
- A 15 feet utility easement is needed adjacent to the dedicated ROW In lieu of the 10-foot utility easement.
- Add additional Information on the notes for Interior lots.

➤ **Metes and Bounds**

- Minor discrepancies/tips in the wording.

➤ **Required certificates forms printed on the plat shall state the following:**

- Approval by Planning and Zoning Commission:
I, _____, Chairman of the Planning and Zoning Commission, hereby certify that the subdivision plat conforms to requirements of the Subdivision Regulation of the City.
Chairman, Planning & Zoning Commission
APPROVED:
Date _____
Approval by City Commission
Approved and Accepted by the City Commission of the City, Texas, on this the day of _____, 200_____
Mayor _____
ATTEST:
City Secretary _____
- This plat is hereby approved by the Hidalgo County Irrigation District #2 on this, the _____ day of _____, 200_____
No improvements of any kind (including without limitation, trees, fences and buildings) shall be placed upon Hidalgo County Irrigation District #2 rights-of-way or easements.

President - HCID #2 Secretary - HCID #2 Date _____

Certification of Surveyor and Engineer:

I, _____, a (Registered Professional Engineer/Registered Public Surveyor), do hereby certify the foregoing plat to be a true and correct representation of the subdivision of the lands hereon described as surveyed on the ground and subdivision under my direction, that the water and sewer service facilities described by the plat or on the document attached to the plat are in compliance with the model rules adopted under Section 16.343, Texas Water Code.

(SEAL)

PLANS**Utility Layout & Details**

- Typical Fire Hydrant Installation notes and detail to reflect city of San Juan requirements stated in City of San Juan Unified Development Code Subdivision Regulations procedures and requirements.
- All fire hydrants shall be 14 inches from the top of the curb on [or] natural ground, whichever is higher, to the center of the 2-inch plug. Fire hydrants shall be spaced every 300 feet in commercial and industrial areas, and every 500 feet in a residential subdivision.

Erosion & Sediment Control Plan

- Not Provided

Site Plan (Paving & Drainage)

- Plans Not Provided

Drainage Calculations

- Not Provided

Should you have any questions, please feel free to contact me.

Sincerely,
Consor Engineers, LLC

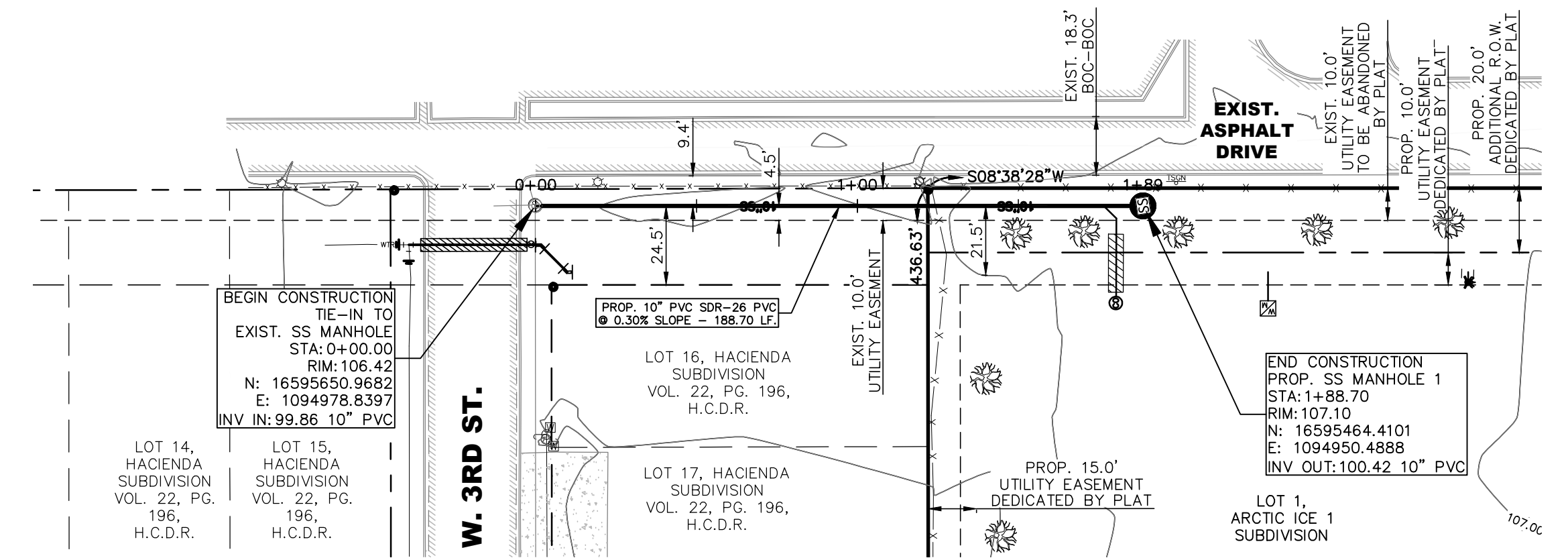
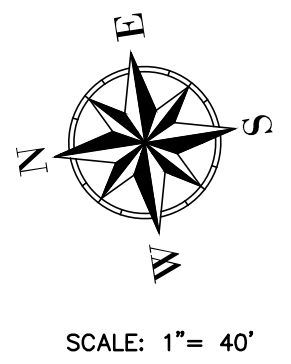
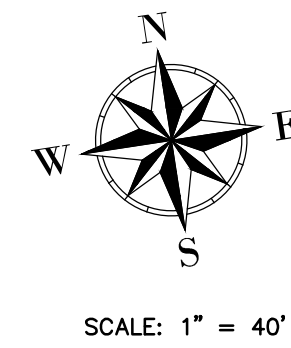
Javier Martinez Jr., PE, CFM
956.291.3995 ext. 54462 | javiermartinez@consoreng.com



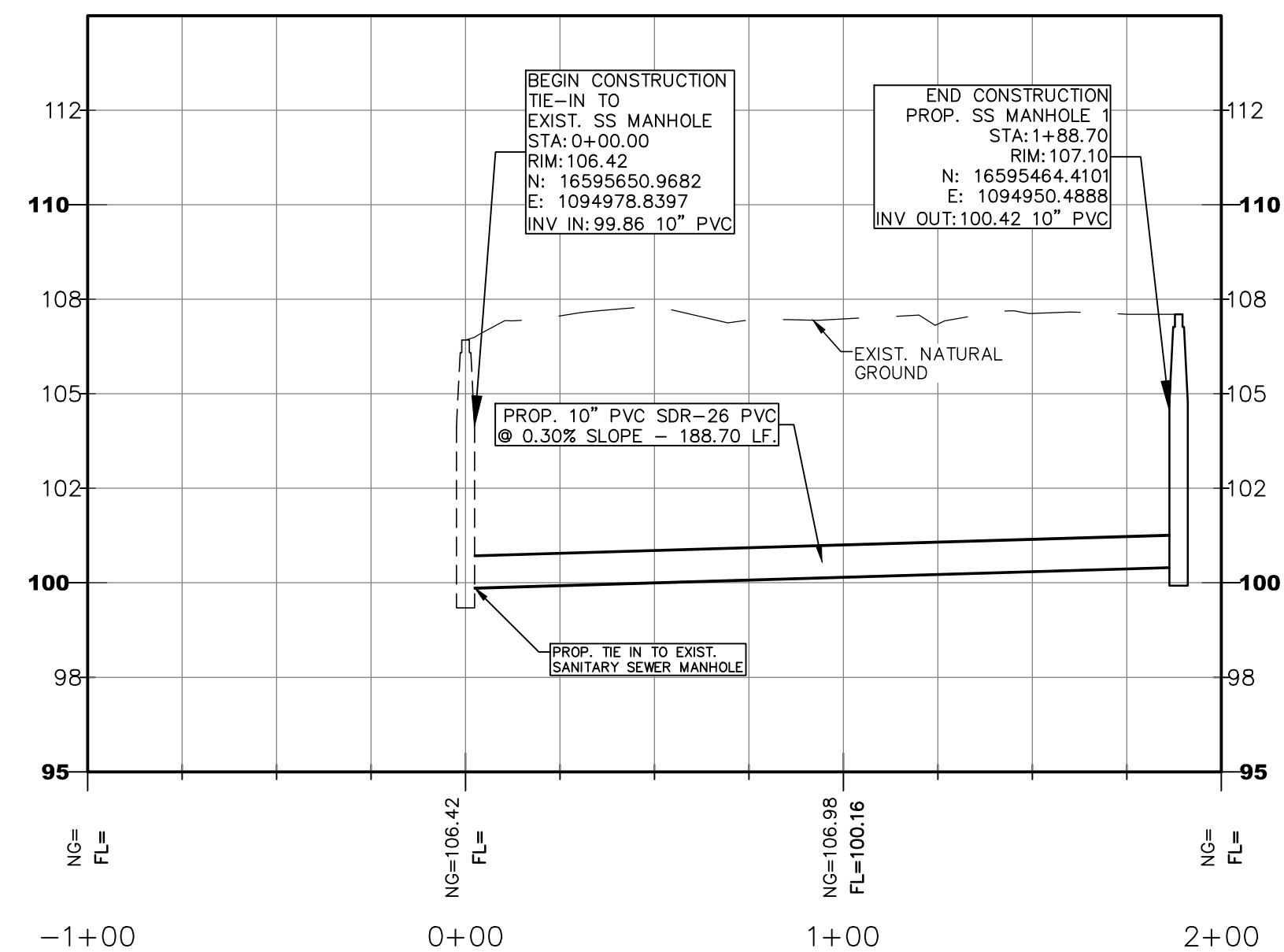
FIRM F-10602
FIRM No. 101416-00

ARCTIC ICE 1 SUBDIVISION

UTILITY LAYOUT

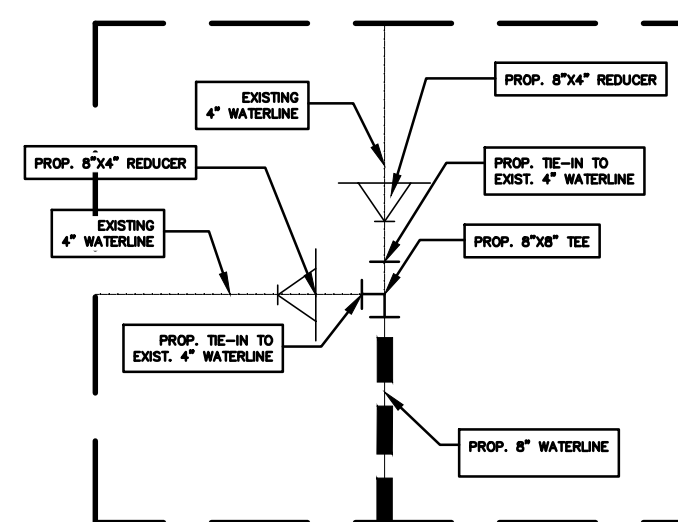


SANITARY SEWER LINE A
STA: 0+00 - 1+88.70



ALIGNMENT A - PROFILE
HORIZ. SCALE: 1" = 40'
VERT. SCALE: 1" = 4'

- NOTE:**
- CASING REQUIRED ON ALL SERVICES EXTENDING ACROSS RIGHT-OF-WAY.
 - METER BOX TO BE PROVIDED BY DEVELOPER/OWNER.
 - WATER METER TO BE PROVIDED BY THE CITY OF SAN JUAN.
 - THE CITY OF SAN JUAN WILL DETERMINE THE SIZE OF WATER METER.
 - ALL WATER SERVICES SHALL BE INSTALLED INSIDE UTILITY EASEMENTS.
 - ALL MECHANICAL JOINTS MUST BE RESTRAINED WITH MEGA LUGS OR APPROVED EQUAL.
 - THE DEVELOPER SHALL INSTALL REFLECTIVE BLUE MARKERS IN FRONT OF ALL HYDRANTS.
 - PROPOSED MANHOLES MUST BE PRE-MANUFACTURED MANHOLES.
 - CURB SHALL BE PAINTED RED WITH WHITE LETTERING READING NO PARKING 30 FEET FROM THE CENTER OF HYDRANT AND 15 FEET TO EACH SIDE.
 - ALL ENTRANCE AND EXITS MUST BE 26 FEET.



INSET "A"
N.T.S.

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF REVIEW
UNDER THE AUTHORITY
OF ALDO I. GARCIA
P.E. #146366
ON 1/17/2023
IT IS NOT TO BE USED
FOR ANY OTHER
PURPOSE.

SHEET 02 OF 03

REGISTRATION # F-10602

	200 S. 10TH ST. SUITE 1500.	TEL. (956) 702-8880
	McALLEN, TEXAS 78501	FAX: (956) 702-8883
	TEX. REG. ENGINEERING	FIRM F-10602
	TEX. REG. SURVEYING	FIRM No. 101416-00

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: ARTICLE ICE 1, INC.	3108 N. SUGAR ROAD	PHARR, TEXAS 78577	(956) 270-9727	NONE
ENGINEER: ALDO I. GARCIA, P.E.	200 S. 10TH ST., SUITE 1500	McALLEN, TX 78501	(956) 702-8880	(956) 702-8883
SURVEYOR: LEO L. RODRIGUEZ, JR., R.P.L.S.	200 S. 10TH ST., SUITE 1500	McALLEN, TX 78501	(956) 702-8880	(956) 702-8883

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 25, 2023

Consider Approval of a Mid-Year Budget Amendment to Increase the General Fund \$1,020,416, Utility Fund to \$696,967, Solid Waste \$53,965, and Stormwater Fund \$15,765 for Fiscal Year 2022-2023. [Leroy Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of a Mid-Year Budget Amendment to Increase the General Fund to \$1,020,416, Utility Fund to \$696,967, Solid Waste \$53,965, & Stormwater Fund \$15,765 for Fiscal Year 2022-2023.

RECOMMENDATION:

Approve as Presented

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager

Budget Amendment No.

Fund Name: UTILITIES

Dept. Name: WTP, WATER DIST.,COLLECTIONS,WWTP

JUSTIFICATION: MID YEAR BUDGET AMENDMENT FOR FISCAL YEAR 2022-2023

**CITY OF SAN JUAN
BUDGET AMENDMENT
FY 2022-2023**

Budget Adjustment No. _____

(Assigned by Fin. Dept)

Fund Name: General Fund, Solid Waste, Storm Wtr., & Utilities

Dept. Name: All Departments

Account Number	Description	Original Budget	Amended Budget	Increase	Decrease	Amended Budget Amt
REVENUES						
		-	-	-		-
						-
	TOTAL REVENUES	-	-	-	-	-

EXPENDITURES						
10-410.1030	Salaries of employees	159,143		2,707		161,850
10-420.1030	Salaries of employees	154,601		12,368		166,969
10-430.1030	Salaries of employees	163,576		13,086		176,662
10-440.1030	Salaries of employees	347,922		27,834		375,756
10-450.1030	Salaries of employees	433,499		34,688		468,187
10-460.1030	Salaries of employees	2,738,888		80,313		2,819,201
10-470.1030	Salaries of employees	1,395,464		12,329		1,407,793
10-480.1030	Salaries of employees	248,665		17,397		266,062
10-490.1030	Salaries of employees	147,985		11,679		159,664
10-500.1030	Salaries of employees	560,499		44,653		605,152
10-520.1030	Salaries of employees	232,901		18,632		251,533
10-530.1030	Salaries of employees	228,449		18,276		246,725
10-570.1030	Salaries of employees	204,876		16,390		221,266
10-580.1030	Salaries of employees	392,069		31,366		423,435
10-602.1030	Salaries of employees	56,118		4,489		60,607
22-700.1030	Salaries of employees	952,347		45,843		998,190
55-601.1030	Salaries of employees	164,445		13,156		177,601
56-441.1030	Salaries of employees	233,379		18,062		251,441
56-451.1030	Salaries of employees	170,946		13,339		184,285
56-600.1030	Salaries of employees	355,005		27,541		382,546
56-610.1030	Salaries of employees	221,647		16,501		238,148
56-620.1030	Salaries of employees	257,037		13,711		270,748
56-630.1030	Salaries of employees	194,411		15,139		209,550

TOTALS EXPEDITURES	10,013,872	-	509,499	-	10,523,371
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JUSTIFICATION:

To amend the salaries budget for all Departments on the 8% increase as per the City Comission approval on **September 8, 2022.**

General Fund increase \$346,207, Solid Waste \$45,843, Storm Water \$13,156 and Utilites \$104,293.

Maria L Beltran 4/25/2023

REQUESTED BY

Department Director (Print)

DATE

DEPT. DIRECTOR

Department Director (Signature)

DATE

Leroy Gonzales 04/25/2023

APPROVED BY

City Manager (Budget Officer)

DATE

REVIEWED BY

(Finance Department)

DATE

**CITY OF SAN JUAN
BUDGET AMENDMENT
FY 2022-2022**

Budget Adjustment No. _____

(Assigned by Fin. Dept)

Fund Name: General Fund, Solid Waste, Storm Wtr., & Utilities
Dept. Name: All Departments

Account Number	Description	Original Budget	Amended Budget	Increase	Decrease	Amended Budget Amt
REVENUES						
		-	-	-		-
TOTAL REVENUES		-	-	-	-	-

EXPENDITURES						
10-410.2060	Social Security Tax	12,552		207		12,759
10-420.2060	Social Security Tax	11,868		946		12,814
10-430.2060	Social Security Tax	12,651		1,001		13,652
10-440.2060	Social Security Tax	26,638		2,129		28,767
10-450.2060	Social Security Tax	33,273		2,654		35,927
10-460.2060	Social Security Tax	242,409		43,521		285,930
10-470.2060	Social Security Tax	120,364		943		121,307
10-480.2060	Social Security Tax	19,353		1,331		20,684
10-490.2060	Social Security Tax	11,527		893		12,420
10-500.2060	Social Security Tax	59,454		3,416		62,870
10-520.2060	Social Security Tax	17,920		1,425		19,345
10-530.2060	Social Security Tax	17,507		1,398		18,905
10-570.2060	Social Security Tax	15,690		1,254		16,944
10-580.2060	Social Security Tax	30,303		2,399		32,702
10-602.2060	Social Security Tax	4,376		343		4,719
22-700.2060	Social Security Tax	74,307		3,507		77,814
55-601.2060	Social Security Tax	12,924		1,006		13,930
56-441.2060	Social Security Tax	17,907		1,382		19,289
56-451.2060	Social Security Tax	13,176		1,020		14,196
56-600.2060	Social Security Tax	27,502		2,107		29,609
56-610.2060	Social Security Tax	17,989		1,262		19,251
56-620.2060	Social Security Tax	20,887		1,049		21,936
56-630.2060	Social Security Tax	15,148		1,158		16,306

TOTALS EXPEDITURES **835,725** - **76,351** - **912,076**

JUSTIFICATION:

To amend the social security budget for all Departments on the 8% increase as per the City Commission approval on **September 8, 2022**.

General Fund \$63,860, Solid Waste \$3,507, Storm Water \$1,006 and Utility Fund \$7,978.

Maria L Beltran 04/25/2023
REQUESTED BY DATE
Department Director (Print)

DEPT. DIRECTOR DATE
Department Director (Signature)

Leroy Gonzales 04/25/2023

APPROVED BY DATE
City Manager (Budget Officer)

REVIEWED BY DATE
(Finance Department)

**CITY OF SAN JUAN
BUDGET AMENDMENT
FY 2022-2022**

Budget Adjustment No. _____

(Assigned by Fin. Dept)

Fund Name: General Fund, Solid Waste, Storm Wtr., & Utilities

Dept. Name: All Departments

Account Number	Description	Original Budget	Amended Budget	Increase	Decrease	Amended Budget Amt
REVENUES						
		-	-	-		-
						-
	TOTAL REVENUES	-	-	-	-	-

EXPENDITURES						
10-410.2080	Employee Retirement	7,498		124		7,622
10-420.2080	Employee Retirement	7,090		565		7,655
10-430.2080	Employee Retirement	7,558		598		8,156
10-440.2080	Employee Retirement	15,914		1,272		17,186
10-450.2080	Employee Retirement	19,222		1,585		20,807
10-460.2080	Employee Retirement	143,095		7,163		150,258
10-470.2080	Employee Retirement	71,538		563		72,101
10-480.2080	Employee Retirement	11,561		795		12,356
10-490.2080	Employee Retirement	6,886		534		7,420
10-500.2080	Employee Retirement	26,108		2,041		28,149
10-520.2080	Employee Retirement	10,705		851		11,556
10-530.2080	Employee Retirement	9,908		835		10,743
10-570.2080	Employee Retirement	9,373		749		10,122
10-580.2080	Employee Retirement	18,102		1,433		19,535
10-602.2080	Employee Retirement	2,614		205		2,819
22-700.2080	Employee Retirement	44,390		2,095		46,485
55-601.2080	Employee Retirement	7,721		601		8,322
56-441.2080	Employee Retirement	10,697		825		11,522
56-451.2080	Employee Retirement	7,872		610		8,482
56-600.2080	Employee Retirement	16,429		1,259		17,688
56-610.2080	Employee Retirement	10,746		754		11,500
56-620.2080	Employee Retirement	12,478		626		13,104
56-630.2080	Employee Retirement	9,049		692		9,741

TOTALS EXPEDITURES	486,554	-	26,775	-	513,329
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JUSTIFICATION:

To amend the employee retirement budget for all Departments on the 8% increase as per the City Comission approval on **September 8, 2022**.

General Fund \$19,313, Solid Waste \$2,095, Sorm Water \$601 and Utility Fund \$4,766.

Maria L Beltran 04/25/2023
REQUESTED BY DATE
Department Director (Print)

DEPT. DIRECTOR DATE
Department Director (Signature)

Leroy Gonzales 04/25/2023

APPROVED BY DATE
City Manager (Budget Officer)

REVIEWED BY DATE
(Finance Department)

**CITY OF SAN JUAN
BUDGET AMENDMENT
FY 2022-2023**

Budget Adjustment No. _____

(Assigned by Fin. Dept)

Fund Name: General Fund, Solid Waste, Storm Wtr., & Utilities

Dept. Name: All Departments

Account Number	Description	Original Budget	Amended Budget	Increase	Decrease	Amended Budget Amt
REVENUES						
		-	-	-		-
						-
	TOTAL REVENUES	-	-	-	-	-

EXPENDITURES						
10-410.2110	Workers Compensation	673		11		684
10-420.2110	Workers Compensation	636		51		687
10-430.2110	Workers Compensation	678		54		732
10-440.2110	Workers Compensation	1,428		114		1,542
10-450.2110	Workers Compensation	3,179		253		3,432
10-460.2110	Workers Compensation	141,988		7,834		149,822
10-470.2110	Workers Compensation	93,115		587		93,702
10-480.2110	Workers Compensation	18,818		1,289		20,107
10-490.2110	Workers Compensation	6,215		488		6,703
10-500.2110	Workers Compensation	27,907		1,608		29,515
10-520.2110	Workers Compensation	12,931		1,028		13,959
10-530.2110	Workers Compensation	1,259		101		1,360
10-570.2110	Workers Compensation	841		67		908
10-580.2110	Workers Compensation	1,624		129		1,753
10-602.2110	Workers Compensation	3,649		286		3,935
22-700.2110	Workers Compensation	55,033		2,520		57,553
55-601.2110	Workers Compensation	12,874		1,002		13,876
56-441.2110	Workers Compensation	6,065		470		6,535
56-451.2110	Workers Compensation	5,589		480		6,069
56-600.2110	Workers Compensation	16,178		1,239		17,417
56-610.2110	Workers Compensation	10,176		743		10,919
56-620.2110	Workers Compensation	12,287		617		12,904
56-630.2110	Workers Compensation	8,865		681		9,546

TOTALS EXPEDITURES	442,008	-	21,652	-	463,660
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JUSTIFICATION:

To amend the workers compensation budget for all Departments on the 8% increase as per the City Comission approval on **September 8, 2022**.

General Fund \$13,900 Solid Waste \$2,520, Storm Water \$1,002 and Utility Fund \$4,230.

Maria L Beltran 04/25/2023

REQUESTED BY

Department Director (Print)

DATE

DEPT. DIRECTOR

Department Director (Signature)

DATE

Leroy Gonzales 04/25/2023

APPROVED BY

City Manager (Budget Officer)

DATE

REVIEWED BY

(Finance Department)

DATE

Budget Adjustment No.

Fund Name: General Fund
Dept. Name: City Manager

Account Number	Description	Original Budget	Amended Budget	Increase	Decrease	Amended Budget Amt
REVENUES						
		-	-	-		-
						-
	TOTAL REVENUES	-	-	-	-	-

[illegible]

TOTALS EXPEDITURES	179,866	-	22,929	-	202,795
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JUSTIFICATION:

To amend the budget for the City Manager Contract as per the City Commission approval on September 14, 2022.

Maria L Beltran 04/25/2023
REQUESTED BY DATE
Department Director (Print)

DEPT. DIRECTOR _____ DATE _____
Department Director (Signature)

Leroy Gonzales 04/25/2023

APPROVED BY _____ DATE _____
City Manager (Budget Officer)

REVIEWED BY _____ DATE _____
(Finance Department)

Budget Amendment No.

Fund Name: General Fund

Dept. Name: Various Department

TOTALS EXPEDITURES	\$ 170,316.00	\$ 170,316.00	\$ 554,207.00	\$ -	\$ 724,523.00
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JUSTIFICATION: MID YEAR BUDGET AMENDMENT FOR FISCAL YEAR 2022-2023

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 25, 2023

Discussion and Possible Action to Contract TRIMAD Consultants, LLC. to provide Engineering Services for Sgt. Leonel Trevino Sanitary Sewer Improvements. [Juan C. Martinez, Interim Director of Utilities]

STAFF COMMENTS AND RECOMMENDATIONS:

TRIMAD Consultants, LLC. will be collecting topography data, conducting research, and reviewing relevant information as well as preparing the plans and specifications. This project will re-route the Sanitary Sewer Force Main from East Gonzalez Drive to a larger line along E. Sgt. Leonel Trevino to better serve the residents of the City of San Juan. This funding is available under the American Rescue Plan (ARP) funds.

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:

Juan Martinez

APPROVED BY:

Benjamin Arjona, City
Manager

PROFESSIONAL
ENGINEERING SERVICES
PROPOSAL FOR:

SGT. LEONEL TREVINO SANITARY SEWER IMPROVEMENTS PROJECT

Prepared For
CITY OF SAN JUAN

Prepared By:



TRIMAD
CONSULTANTS L.L.C.

Firm # 18526
1803 W. Mozelle St.
Pharr, Tx 78577
(956) 688-8860



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

April 6, 2023

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

SUBJECT: City of San Juan Sgt. Leonel Trevino Sanitary Sewer Improvements Project
Professional Engineering Services Proposal

Dear Mr. Martinez,

Trimad Consultants, L.L.C. (TRIMAD) is pleased to submit this Professional Engineering Services Proposal for the above-mentioned reference project.

We greatly appreciate the opportunity in serving the City of San Juan.

Sincerely,

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

Ricardo Salazar, P.E.
President

CITY OF SAN JUAN
SGT. LEONEL TREVINO SANITARY SEWER IMPROVEMENTS
PROFESSIONAL ENGINEERING SERVICES PROPOSAL
APRIL 6, 2023

Project Background

This document defines Trimad Consultants, L.L.C. (TRIMAD) professional engineering services and associated budget to prepare and submit this proposal for improvements to the existing sanitary sewer collection system along Sgt. Leonel Trevino Street in the City of San Juan, Texas. This project includes the addition of approximately 1,600 L.F. of 4-Inch Force Main and the abandonment and removal of approximately 350 L.F. of 4-Inch force main, 500 L.F. of 6-Inch PVC sanitary sewer pipe, and the removal and abandonment of 2 existing sanitary sewer manholes.

Scope Of Services

The Scope of Services will include research and relevant data collection, design plans, topographic data collection, and construction phase services. TRIMAD currently anticipates three Tasks to be included in this project. The three (3) Tasks are identified below:

Task 1: Data Collection and Topography, Research, and Review of Relevant Information/Sites Visits (30%)

Task 2: Design Phase (60%)

Task 3: Construction Phase (10%)

Basis of Scope and Fee Development

The following key assumptions have been made in establishing the scope and the estimated level of effort for this project:

1. Construction Phase services shall be for a single construction contract.
2. Prior to initiating preliminary design phase, the Owner will provide TRIMAD record drawings, GIS data, and other utility maps for its existing facilities (potable water and sanitary sewer) within and along the potential project limits.
3. The Owner will provide the Front-End Documents to be included in the Specifications and TRIMAD shall be responsible for editing the Invitation to Bidders and drafting the Bid Proposal, Supplementary Conditions, and Special Conditions.

Upon notice to proceed, TRIMAD will perform the following tasks:

TASK 1: Data Collection and Topography, Research, and Review of Relevant Information/Site Visits (30%)

TRIMAD TEAM will coordinate with Staff on-site to evaluate the existing conditions and to obtain all necessary data collection and research for the improvements.

TRIMAD shall collect horizontal and vertical data based upon NAD 83 coordinates (State Plane Texas South/Feet), at the vicinity of Sgt. Leonel Trevino Street. Research and data collection investigation will identify property lines, contours, benchmarks, topographic features, apparent manholes, manhole inverts, elevations, grate inlets, grate inlet inverts, fences, drainage structures, drainage ditch contours, etc.

TASK 2: Design Phase (60%)

The design phase will include plans and a specification book to demonstrate the scope, extent, and character of the work. Where available, TRIMAD TEAM shall use documents made available by the Owner such as plans, standard details, standard specifications, and design guidelines.

TRIMAD TEAM will prepare (30%, 60%, 90%, 100%) engineering plans in half-size (11"x17") format.

TASK 3: Construction Phase (10%)

3.1 Construction Contract Execution

TRIMAD will prepare five (5) sets of contract documents for execution by the contractor, receive and review such documents for completeness, and forward to the Owner for review and execution. The contract documents, plans, and specifications shall be revised to a conformance set with any addendum issued during the bidding process.

3.2 Pre-Construction Conference

TRIMAD will attend one (1) Pre-Construction Conference prior to commencement of work.

3.3 Visits to Site and Observation of Construction

TRIMAD will provide one on-site construction observation service per week throughout the duration of the construction phase of the Project. TRIMAD will make visits at intervals as directed by Owner in order to observe the progress of the Work. It is anticipated that TRIMAD will attend a monthly progress meeting. Additional site visits will be considered additional services. Such visits and observations by TRIMAD are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of Work based on TRIMAD's exercise of professional judgment. Based on information obtained during such visits and such observations, TRIMAD will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and TRIMAD will keep Owner informed of the general progress of the Work.

The purpose of TRIMAD's site visits will be to enable TRIMAD to better carry out the duties and responsibilities specifically assigned in this Agreement to TRIMAD, and to provide Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents. TRIMAD shall not, during such site visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall TRIMAD have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's guarantees that

performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

3.4 Recommendations with Respect to Defective Work

TRIMAD will recommend to Owner that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, TRIMAD believes that such work will not produce a completed Project that conforms generally to Contract Documents.

3.5 Clarifications and Interpretations

TRIMAD will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Owner as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Owner.

3.6 Change Orders

TRIMAD may recommend Change Orders to Owner and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

3.7 Shop Drawings and Samples

TRIMAD will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

3.8 Substitutes and "or-equal"

Evaluate and determine the acceptability or substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

3.9 Inspections and Tests

TRIMAD may recommend special inspections or tests of Contractor's work as TRIMAD deems appropriate and may receive and review certificates of inspections within TRIMAD's area of responsibility or of tests and approvals required by law and regulations or the Contract Documents. Upon TRIMAD's recommendation and concurrence by Owner, Owner shall proceed with and pay for such special inspections or tests. TRIMAD's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the contract or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. TRIMAD shall be entitled to rely on the results of such tests and the facts being certified.

3.10 Disagreements between Owner and Contractor

TRIMAD will, if requested by Owner, render written decision on all claims of Owner and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, TRIMAD shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

3.11 Applications of Payment

Based on its observations and on review of applications for payment and accompanying supporting documentation, TRIMAD will approve the amounts that Owner recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute TRIMAD's representation to Owner, based on such observations and review, that, to the best of TRIMAD's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, TRIMAD's recommendation of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, TRIMAD shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to TRIMAD in this Agreement. It will also not impose responsibility on TRIMAD to make any examination to ascertain how or for what purposed Contractor has used the moneys paid on account for the Contract Price, no to determine that title to any portion of the work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

3.12 Substantial Completion

TRIMAD will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Owner, TRIMAD considers the work substantially complete, TRIMAD will notify Owner and Contractor.

3.13 Final Notice of Acceptability of the Work

TRIMAD will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that TRIMAD may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, TRIMAD shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of TRIMAD's knowledge, information and belief based on the extent of its services and based upon information provided to TRIMAD upon which it is entitled to relay.

3.14 Limitations of Responsibility

TRIMAD shall not be responsible for the acts or omissions of any Contractor, or of any other their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. TRIMAD shall not have the authority or responsibility to stop the work of any Contractor.

Additional Services, if Required:

- Additional copies of Construction Documents beyond five (5).
- Additional survey or geotechnical investigations, if requested or required by the Owner.

- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction the project, including the preparation of engineering data and reports for assistance to the Owner.
- Providing professional services associated with the discovery of any hazardous water or materials along the project routes.
- Providing construction staking.
- Revisions to the final design documents once the 100% submittal has been approved by the Owner.
- Assisting Owner or Contractor in the deference or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by TRIMAD on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Preparing for, conducting, or attending meetings during the design, bidding and construction phases of the project that are not provided as part of the Scope of Services.
- Providing any other professional services requested by the Owner as a part of this project that are not listed in the Scope of Services.

TABLE 1 – Task and Expense Budget

TASK NO.	DESCRIPTION	FEE
Sanitary Sewer Improvements		
1	Data collection and Topography, research, and review of relevant information/Site Visits (30%)	\$3,610.50
2	Design Phase (60%)	\$7,221.00
3	Construction Phase (10%)	\$1,203.50
TOTAL FEE		\$12,035.00

Invoices will be submitted monthly based on the percentage (%) of work completed.
See below for estimate breakdown.



CITY OF SAN JUAN
SGT. LEONEL TREVINO SANITARY SEWER IMPROVEMENTS PROJECT
OPINION OF PROBABLE CONSTRUCTION COST

SANITARY SEWER SYSTEM

ITEM #	DESCRIPTION	UNIT	QUANTITY	EQUIPMENT COST/UNIT	TOTAL COST
1	Trench Excavation Safety Protection (4' to 6')	LF	1600	\$ 2.00	\$ 3,200.00
2	4-Inch Force Main	LF	1600	\$ 40.00	\$ 64,000.00
3	4-Inch 45 Degree Bend	EA	4	\$ 600.00	\$ 2,400.00
4	S.S.M.H Removal and Connection	EA	2	\$ 6,000.00	\$ 12,000.00
5	Abandonment and Removal of 4" Force Main	LF	350	\$ 12.00	\$ 4,200.00
6	Backfill	CY	450	\$ 15.00	\$ 6,750.00
7	Hot Mix Asphalt Pavement (2")	SY	500	\$ 18.00	\$ 9,000.00
8	8" Flexbase	SY	500	\$ 8.00	\$ 4,000.00
9	8" Subgrade	SY	500	\$ 6.00	\$ 3,000.00
10	Saw Cut and Remove Asphalt	LF	1100	\$ 8.00	\$ 8,800.00
11	Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00
TOTAL					\$ 120,350.00

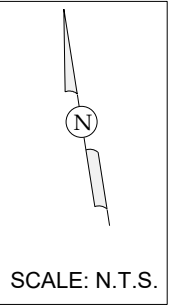
GRAND TOTAL	\$ 120,350.00
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10% CONTINGENCY	\$ 132,385.00
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PROFESSIONAL ENGINEERING TASK AND EXPENSE BUDGET (10%)

TASK #	DESCRIPTION	FEE
1	Data Collection and Topography, research, and review of relevant information/ site visits (30%)	\$ 3,610.50
2	Design Phase (60%)	\$ 7,221.00
3	Construction Phase (10%)	\$ 1,203.50
ENGINEERING SERVICES GRAND TOTAL (10%)		\$ 12,035.00

File: \\TS3410D66\Trimad\Engineering\CONTRACTS\ENG\PROPOSALS\2023\CITY OF SAN JUAN\SGT LEONEL TREVINO SANITARY SEWER IMPROVEMENTS\EXHIBIT 1.dwg Last saved by: Engineer 3 Last Save: 4/6/2023 9:20 AM
Last plotted by: Engineer 3 Plot Style: GC-BW.ctb Plot Date: 4/6/2023 9:34 AM



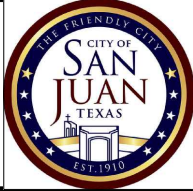
LEGEND

-  PROP. S.S. MANHOLE
-  PROP. 4" FORCE MAIN
-  EXIST. MANHOLE
-  EXIST. S.S.
-  TO BE ABANDONED AND REMOVED

Proj. No.: <u>XXXX</u>	<u> </u>	<u> </u>	<u> </u>
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Texas Firm No. F-18526
1803 Mozelle St., Pharr, Texas 78577
Ph. (956) 497-5355
RSALAZAR@TRIMADSTX.COM
JPerez@TRIMADSTX.COM
FCARMONA@TRIMADSTX.COM



SGT. LEONEL TREVINO
SANITARY SEWER
IMPROVEMENTS

PROJ. No.

EXHIBIT 1

SHT ____ OF ____

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 25, 2023

Consider Resolution to Approve a Waterline Access Agreement Between the North Alamo Water Supply Corporation, the City of San Juan and Taylors Ridge, LP. at the Oak Ridge Estates Subdivision. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The proposed property is within the North Alamo Water Supply Corporation (NAWSC) water service area. The NAWSC requires an agreement between the corporation, the City of San Juan and the property owner to be signed and executed before the corporation allows the installation of fire hydrants and water lines.

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

RECOMMENDATION:

Adopt a Resolution to Approve the Waterline Access Agreement as presented by staff.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

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

FRYER & HANSEN, PLLC

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

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

April 4, 2023

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

Via U.S. Postal Service

***RE: Waterline Access Agreement - North Alamo Water Supply Corporation, City of San Juan
and Taylors Ridge, LP - Oak Ridge Estates Subdivision***

Dear Mr. Arjona:

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

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

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

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

Respectfully,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosure

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§
§
§

BETWEEN:

NORTH ALAMO WATER SUPPLY
CORPORATION AND CITY OF SAN
JUAN

**WATERLINE ACCESS AGREEMENT
(with City)**

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

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

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

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

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

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

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

WHEREAS, Taylors Ridge, LP ("Owner") is constructing a subdivision on the property described in **Exhibit "A"**, Oak Ridge Estates Subdivision (the "**Subdivision**") and the City requires fire protection for the Subdivision as part of the Subdivision process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

By: _____,
Diana Cavazos, City Secretary

By: _____,
Benjamin Arjona, City Manager

APPROVED AS TO FORM:

By: _____,
Rick Palacios, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

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

Notary Public in and for the State of Texas

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

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

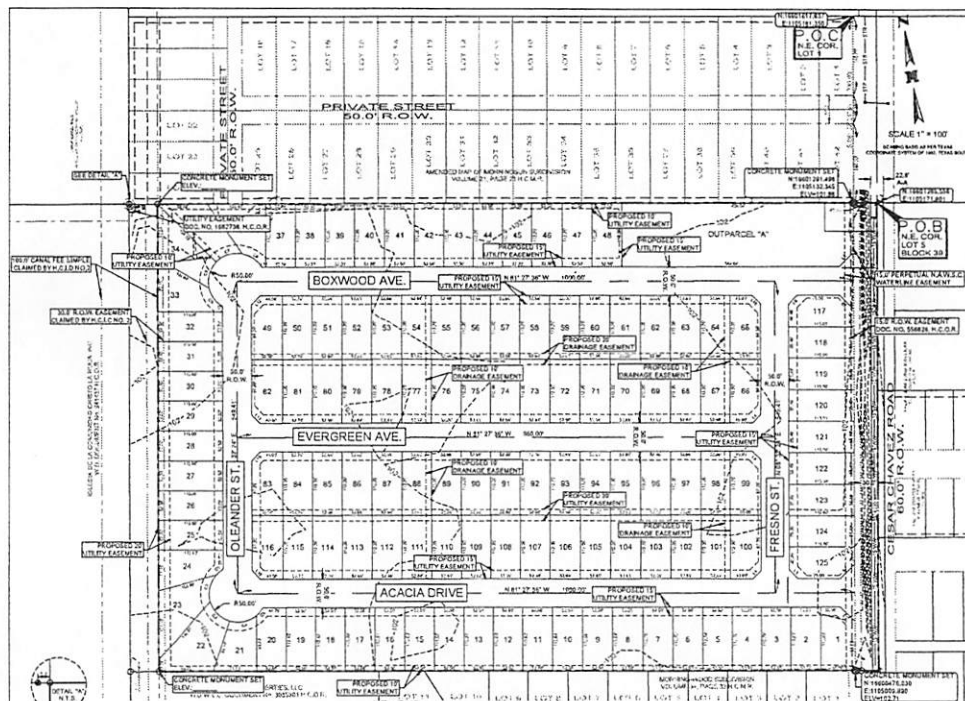
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation,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

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

Notary Public in and for the State of Texas

EXHIBIT "A"

A Tract of land containing 24.035 Acres out of Lot 5, Block 39, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, according to the Plat thereof recorded in Volume 1, Pages 24-26, Hidalgo County Map Records, Hidalgo County, Texas.



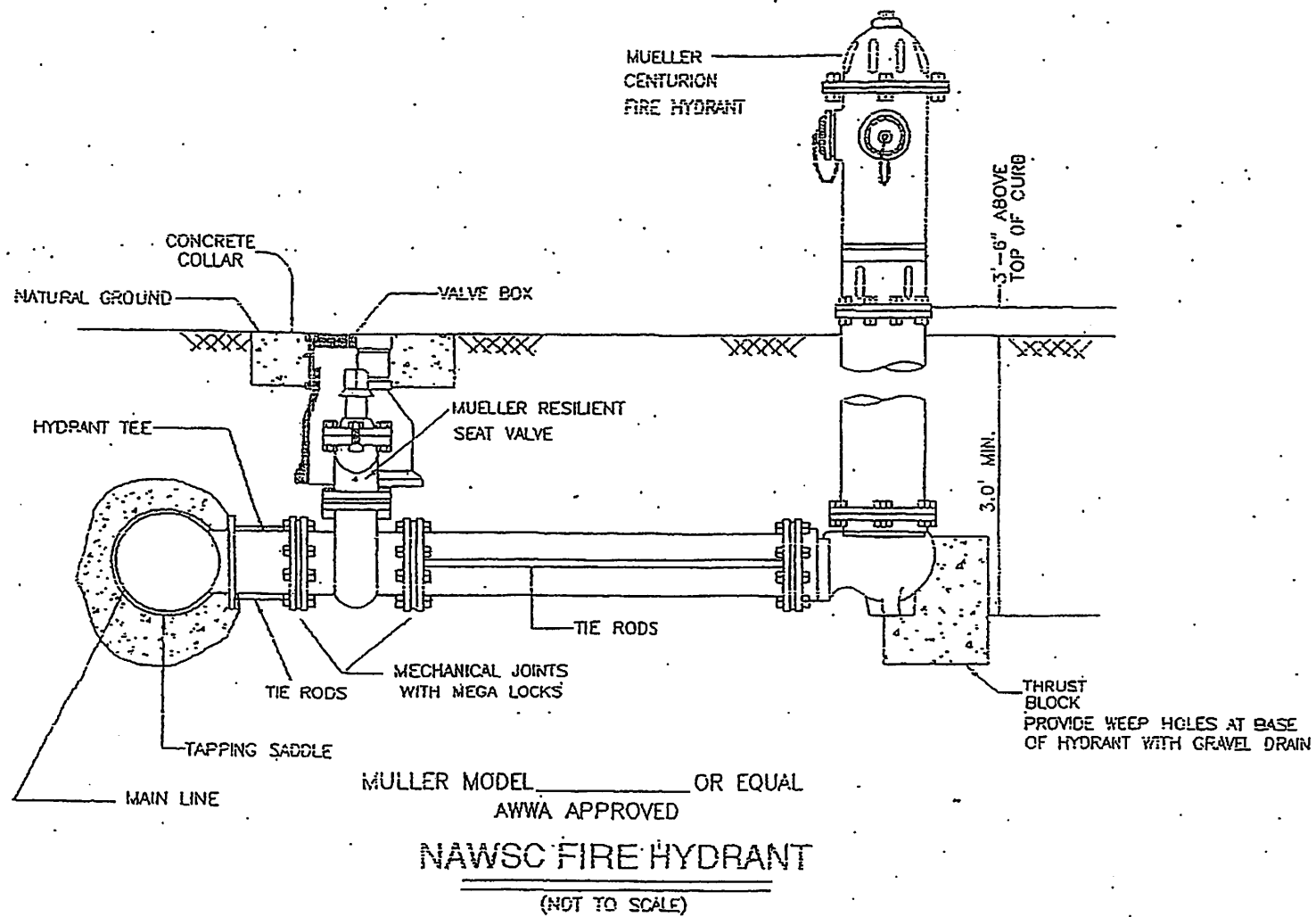
LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
LOT #	SQ. FT.	AREA	LOT #	SQ. FT.	AREA	LOT #	SQ. FT.	AREA	LOT #	SQ. FT.	AREA	LOT #	SQ. FT.	AREA	LOT #	SQ. FT.	AREA
1	5413.13	0.12	2	5413.13	0.12	3	5413.13	0.12	4	5413.13	0.12	5	5413.13	0.12	6	5413.13	0.12
7	5413.13	0.12	8	5413.13	0.12	9	5413.13	0.12	10	5413.13	0.12	11	5413.13	0.12	12	5413.13	0.12
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115	5413.13	0.12	116	5413.13	0.12	117	5413.13	0.12	118	5413.13	0.12	119	5413.13	0.12	120	5413.13	0.12

[illegible]

EXHIBIT "B"

Fire Hydrant Installation

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





RESOLUTION NO.

A RESOLUTION OF THE CITY OF SAN JUAN, TEXAS TO APPROVE A WATERLINE ACCESS AGREEMENT BETWEEN THE NORTH ALAMO WATER SUPPLY CORPORATION, THE CITY OF SAN JUAN AND TAYLORS RIDGE LP., AT THE OAK RIDGE ESTATES SUBDIVISION.

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

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

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

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

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

READ, CONSIDERED and APPROVED this the 25th day of April 2023.

CITY OF SAN JUAN

MARIO GARZA
Mayor

ATTEST:

BRENDA ESCALANTE
City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 25, 2023

Consider Resolution to Approve Waterline Access Agreement Between the North Alamo Water Supply Corporation, the City of San Juan and Omar Israel Rios at the Black Hills Subdivision.
[Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The proposed property is within the North Alamo Water Supply Corporation (NAWSC) water service area. The NAWSC requires an agreement between the corporation, the City of San Juan and the property owner to be signed and executed before the corporation allows the installation of fire hydrants and water lines.

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

RECOMMENDATION:

Adopt a Resolution to Approve the Waterline Access Agreement as presented by staff.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

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

FRYER & HANSEN, PLLC

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

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

April 18, 2023

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

Via U.S. Postal Service

***RE: Waterline Access Agreement - North Alamo Water Supply Corporation, City of San Juan
and Omar Isreal Rios - Black Hills Estates Subdivision***

Dear Mr. Arjona:

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

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

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

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

Respectfully,

/s/ Richard W. Fryer

Richard W. Fryer

RWF/kb
Enclosure

RECEIVED
APR 20 2023
City Manager's Office

STATE OF TEXAS

COUNTY OF HIDALGO

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§

BETWEEN:

NORTH ALAMO WATER SUPPLY
CORPORATION AND CITY OF SAN
JUAN

**WATERLINE ACCESS AGREEMENT
(with City)**

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

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

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

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

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

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

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

WHEREAS, Omar Israel Rios ("**Owner**") is constructing a subdivision on the property described in **Exhibit "A"**, Black Hills Estates Subdivision (the "**Subdivision**") and the City requires fire protection for the Subdivision as part of the Subdivision process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

By: _____,
Diana Cavazos, City Secretary

By: _____,
Benjamin Arjona, City Manager

APPROVED AS TO FORM:

By: _____,
Rick Palacios, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

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

Notary Public in and for the State of Texas

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

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

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

Notary Public in and for the State of Texas

EXHIBIT "A"

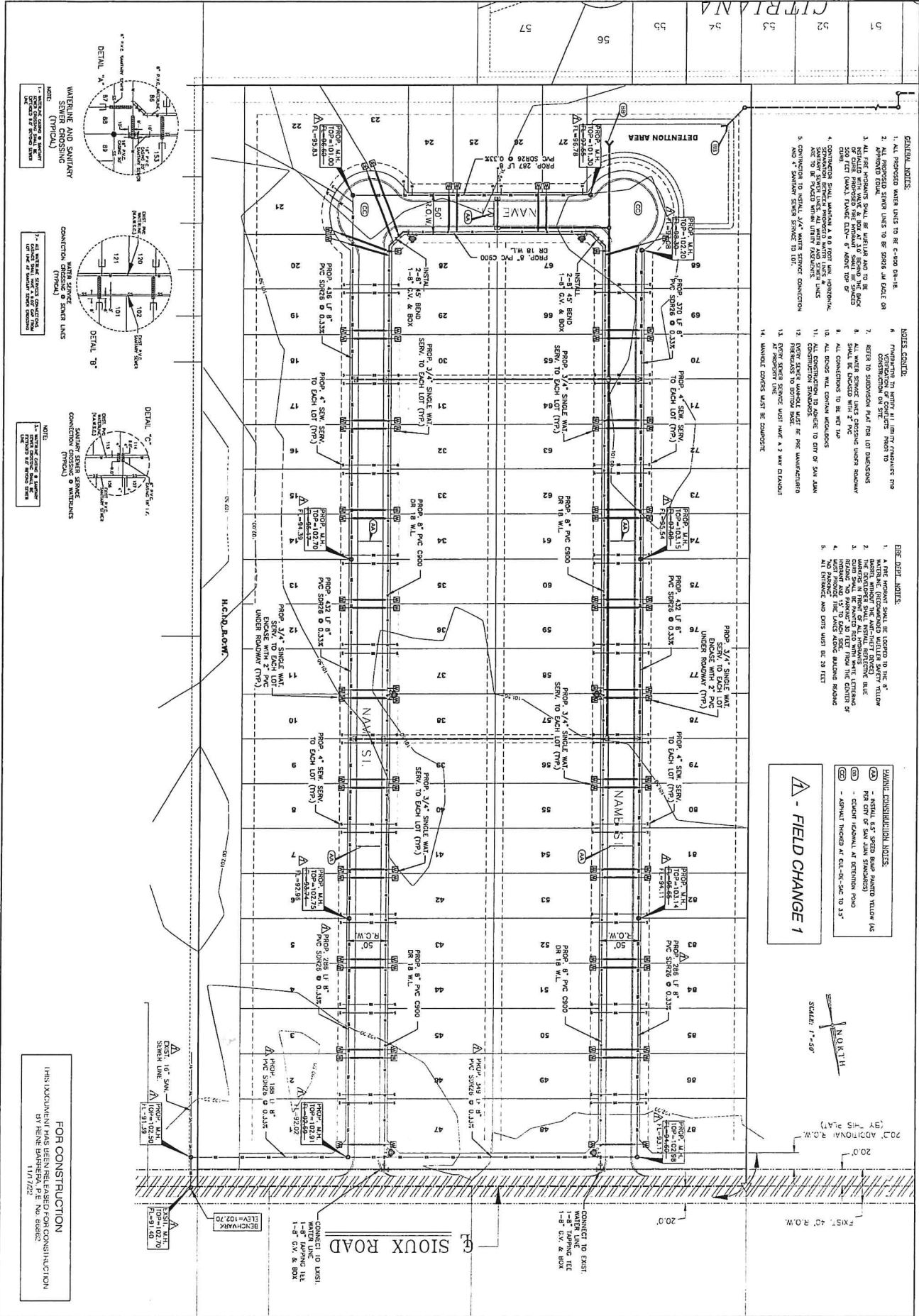
The East 20.00 Acres of Lot 3, Block 39, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, as per the Map or Plat thereof recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.

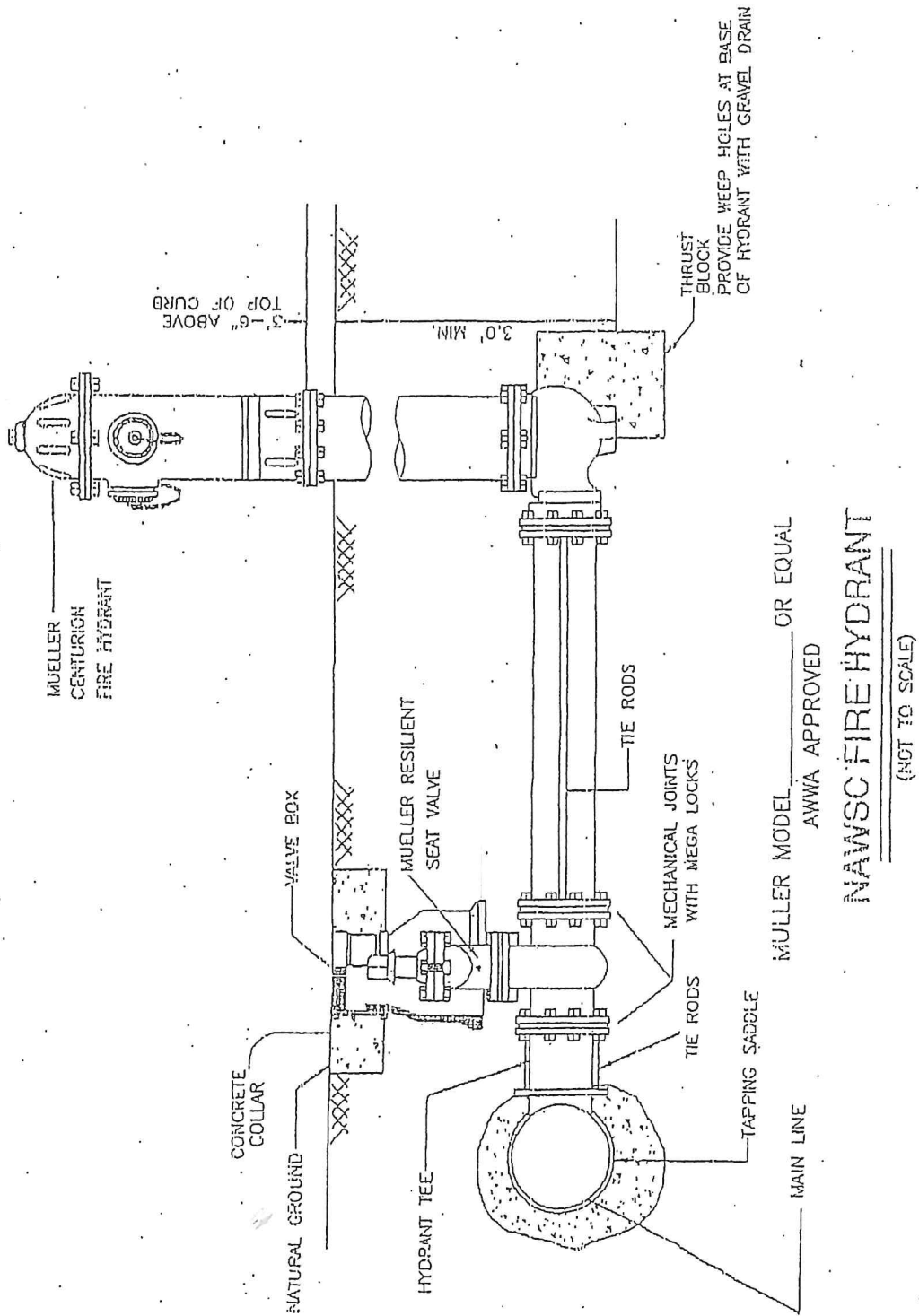
Page 110

EXHIBIT "B"

Fire Hydrant Installation

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







RESOLUTION NO.

A RESOLUTION OF THE CITY OF SAN JUAN, TEXAS TO APPROVE A WATERLINE ACCESS AGREEMENT BETWEEN THE NORTH ALAMO WATER SUPPLY CORPORATION, THE CITY OF SAN JUAN AND OMAR ISRAEL RIOS, AT THE BLACK HILLS ESTATES SUBDIVISION.

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

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

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

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

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

READ, CONSIDERED and APPROVED this the 25th day of April 2023.

CITY OF SAN JUAN

MARIO GARZA
Mayor

ATTEST:

BRENDA ESCALANTE
City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 25, 2023

Consideration and Action on a Resolution Accepting a Voluntary Annexation Petition, Setting Dates and Times of Public Hearings and Directing the Planning Department to Prepare a Service Plan at the Proposed, La Cantera Subdivision Being a 33.774 Acre Tract of Land out of Lots 34, 37, and 38, San Juan Hacienda Estates, Unit No. 1, Located at the Northeast Corner of Nebraska and Hall Acres Road, as Requested by Melden and Hunt, Inc. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The Planning Department is proposing to adopt a Resolution for a Voluntary Annexation Petition, Setting Dates and Times of the Public Hearings at the Proposed La Cantera Subdivision, being a 33.774-acre tract of land out of Lots 34, 37, and 38, San Juan Hacienda Estates Unit No. 1.

The property owner of the subject property has submitted a petition for the voluntary annexation petition 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.

RECOMMENDATION:

Adopt a Resolution to Accept Petition of the Voluntary Annexation Petition at La Cantera Subdivision

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

PETITION FOR ANNEXATION

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

The undersigned, owner of land or representative of the majority of landowners hereby petitions the Mayor and City Council of the City of San Juan, Texas to annex a tract of land being the 33.774 acres out of lots 34,37, and 38, San Juan Hacienda Estates Unit Mo.1, Volume 6, Page 35, H.C.M.R City of San Juan, Hidalgo County, Texas.

Espino's Development LLC



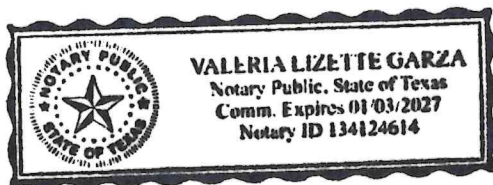
Mario A. Reyna - Authorized Agent

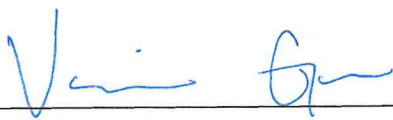
STATE OF TEXAS §

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 17th day of April 2023.





Notary Public, State of Texas

August 5, 2022

**METES AND BOUNDS DESCRIPTION
33.774 ACRES BEING ALL OF
LOTS 34, 37 AND 38,
SAN JUAN HACIENDA ESTATES UNIT 1,
CITY OF SAN JUAN,
HIDALGO COUNTY, TEXAS**

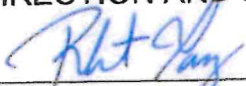
A tract of land containing 33.774 acres situated in the City of San Juan, Hidalgo County, Texas, being all of Lots 34, 37 and 38, San Juan Hacienda Estates, Unit No. 1, according to the plat thereof recorded in Volume 6, Page 35, Hidalgo County Map Records, said 33.774 acres were conveyed to Espino's Development, LLC, by virtue of a Special Warranty Deed with Vendor's Lien recorded under Document Number 3323016, Hidalgo County Official Records, said 33.774 acres also being more particularly described as follows;

BEGINNING at a Nail set [Northing: 16,584,277.657, Easting: 1,097,268.858] at the Southeast corner of said Lot 38, for the POINT OF BEGINNING, and Southeast corner of this herein described tract;

1. THENCE, N 81° 23' 35" W along the South line of said Lots 34, 37 and 38, at a distance of 570.00 feet pass the Southwest corner of said Lot 38 and the Southeast corner of said Lot 37, at a distance of 1,125.00 feet pass the Southwest corner of said Lot 37 and the Southwest corner of said Lot 34, continuing a total distance of 1,546.20 feet to a Nail set at the Southwest corner of said Lot 34 for the Southwest corner of this tract;
2. THENCE, N 08° 36' 25" E along the West line of said Lot 34, a distance of 951.50 feet to a Nail found at the Northwest corner of said Lot 34 and the Southwest corner of a certain tract conveyed to Jose Angel and Celia Anaya by virtue of a Warranty Deed with Vendor's Lien recorded in Volume 2436, Page 39, Hidalgo County Official Records, for the Northwest corner of this tract;
3. THENCE, S 81° 23' 35" E along the North line of said Lots 34, 37 and 38, at a distance of 20.00 feet pass a No. 4 rebar found on the existing East right-of-way line of Nebraska Avenue, at a distance 421.20 feet pass the Northeast corner of said Lot 34 and the Northwest corner of said Lot 37, at a distance of 526.88 feet pass the Southeast corner of said certain tract conveyed to Jose Angel and Celia Anaya and the Southwest corner of a certain tract conveyed to Real Solutions, LP, a Texas limited liability company by virtue of a Special Warranty Deed recorded under Document Number 3218872, Hidalgo County Official Records, at a distance of 976.20 feet pass the Northeast corner of said Lot 37 and the Northwest corner of said Lot 38, at a distance of 1,017.34 feet pass the Southeast corner of said certain tract conveyed to Real Solutions LP, a Texas limited liability company and the Southwest corner of South Gate Terrace Subdivision according to the plat thereof recorded in Volume 48, Page 36, Hidalgo County Map Records, continuing a total distance of 1,546.20 feet to a No. 4 rebar set at the Northeast corner of said Lot 38 and West line of Stewart Addition to Conway Gardens according to the plat thereof recorded in Volume 0, Page 43, Hidalgo County Map Records, from which a No. 4 rebar found bears N 65° 56' 51" W, a distance of 3.27 feet for the Northeast corner of this tract;

4. THENCE, S 08° 36' 25" W along the East line of said Lot 38 and West line of said Stewart Addition to Conway Gardens at a distance of 291.50 feet pass the Southwest corner of a certain tract conveyed to MMGJ South Texas, LLC by virtue of a Deed of Conveyance and Assignment and Bill of Sale recorded under Document Number 2812871 Hidalgo County Official Records and the northwest corner of a certain tract conveyed to Jimmie Dean and Nancy Marlene Dreibelbis by virtue of a Warranty Deed recorded under Document Number 1877607, Hidalgo County Official Records, at a distance of 621.50 feet pass the Southwest corner of said certain tract conveyed to Jimmie Dean and Nancy Marlene Dreibelbis and the Northwest corner of Hall Acres Estates Subdivision according to the plat thereof recorded in Volume 49, Page 53, Hidalgo County Map Records, at a distance of 901.50 feet pass the existing North right-of-way of Hall Acres Road for said Hall Acres Estates Subdivision, at a distance of 931.50 feet pass a No. 4 rebar found on the existing North right-of-way line of Hall Acres Road, continuing a total distance of 951.50 feet to the POINT OF BEGINNING and containing 33.774 acres of which 0.437 of one acre lies within the right-of-way of Nebraska Avenue and 0.701 of one acre lies within the right-of-way of Hall Acres Road, leaving a net of 32.636 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 07/16/2022 UNDER MY DIRECTION AND SUPERVISION.


ROBERTO N. TAMEZ, R.P.L.S. #6238 08/08/2022 DATE:





**Planning & Zoning Department
VOLUNTARY ANNEXATION SCHEDULE**

Subject Property	La Cantera Subdivision Being 33.774-acre tract of land out of Lots 34, 37, and 38, San Juan Hacienda Estates Unit No. 1 as per map recorded in Volume 6, Page 35, Map Records, Hidalgo County, Texas.
Wednesday, April 19, 2023	Planning Department distributes location map, annexation map and subdivision plat to other city departments for their review and comments.
Wednesday, April 19, 2023	Negotiate written service agreement with property owner and City.
Tuesday, April 25, 2023	City Commission accepts the petition for Voluntary Annexation, setting dates and times for public hearings by a Resolution.
Wednesday, April 26, 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, May 9, 2023	City Commission holds public hearing on Voluntary Annexation.
Wednesday, May 10, 2023	Notice of 2 nd Public Hearing is published in the local newspaper.
Tuesday, May 23, 2023	City Commission holds 2 nd public hearing on Voluntary Annexation.
Tuesday, June 13, 2023	First Reading: City Commission Approves Voluntary Annexation Ordinance.
Tuesday, June 27, 2023	2 nd Reading: City Commission Approves Voluntary Annexation Ordinance.



RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS, ACCEPTING PETITION FOR A VOLUNTARY ANNEXATION OF THE PROPOSED LA CANTERA SUBDIVISION BEING 33.774 ACRE TRACT OF LAND OUT OF LOTS 34, 37, AND 38, SAN JUAN HACIENDA ESTATES UNIT NO. 1 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 Amigos de Valle located at 600 W. 1st Street, San Juan, Texas 78589 at 6:00 p.m. on May 9, 2023. The second public hearing shall be held at the City Commission Meeting at San Juan Memorial Library located at 1010 S. Standard Avenue, San Juan, Texas 78589 on May 23, 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 **25th of April, 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

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 25, 2023

Consider Second and Final Reading of an Ordinance for a Rezoning Request from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF) of the 3.24-Acre Tract of Land out of the South 5.00 Acre Tract of Lot 16, Block 8, John Closner Subdivision, as Requested by Javier A. Pena. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

Mr. Pena is applying for a rezoning from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF) of 3.24-acre tract of the property located just South of the Dollar General, along Raul Longoria Road. It is noted, that two properties located to the North are zoned as Multi-Family Residence District (R-MF).

Since the property does not have access to a public street and the applicant owns the two properties on the North, a subdivision plat will be required in order to do improvements to the property and grant access to the property. The surrounding properties consist of a mixture of commercial and residential uses, along Raul Longoria Road.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to Seventy (70) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION –04/06/2023
CITY COMMISSION – 04/25/2023
DATE PREPARED – 04/19/2023

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Rezoning Request from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF).
APPLICANT:	Javier A. Pena
SURVEYOR/ENGINEER:	Homero Luis Gutierrez
LEGAL:	3.24-acre tract of land, being a portion of the South 5.0-acre tract of Lot 16, Block 8, John Closner Subdivision
EXISTING ZONING:	Single-Family Residence District
EXISTING LAND USE/ ADJACENT ZONING	<u>North</u> – Retail; Neighborhood Commercial District (C-1) / General Business District (C-2) <u>South</u> – Residential; Single-Family Residence District (R-S) / General Business District (C-2) <u>East</u> - Retail; General Business District (C-2) <u>West</u> – Residential; Single-Family Residential District (R-S) and Drainage Ditch
ACCESS AND CIRCULATION:	This property has no access to a public street; it is a land lock area. (It is in the process to being subdivided)
PUBLIC SERVICES:	Water and sewer services will be provided by City of San Juan.
RECOMMENDATION:	Staff recommends approval.

EVALUATION AND CONDITIONS FOR APPROVAL

Mr. Pena is applying for a rezoning from Single-Family Residence District (R-S) to Multi-Family Residence District (R-MF) of 3.24-acre tract of the property located just South of the Dollar General, along Raul Longoria Road. It is noted, that two properties located to the North are zoned as Multi-Family Residence District (R-MF).

Since the property does not have access to a public street and the applicant owns the two properties on the North, a subdivision plat will be required in order to do improvements to the property and grant access to the property. The surrounding properties consist of a mixture of commercial and residential uses, along Raul Longoria Road.

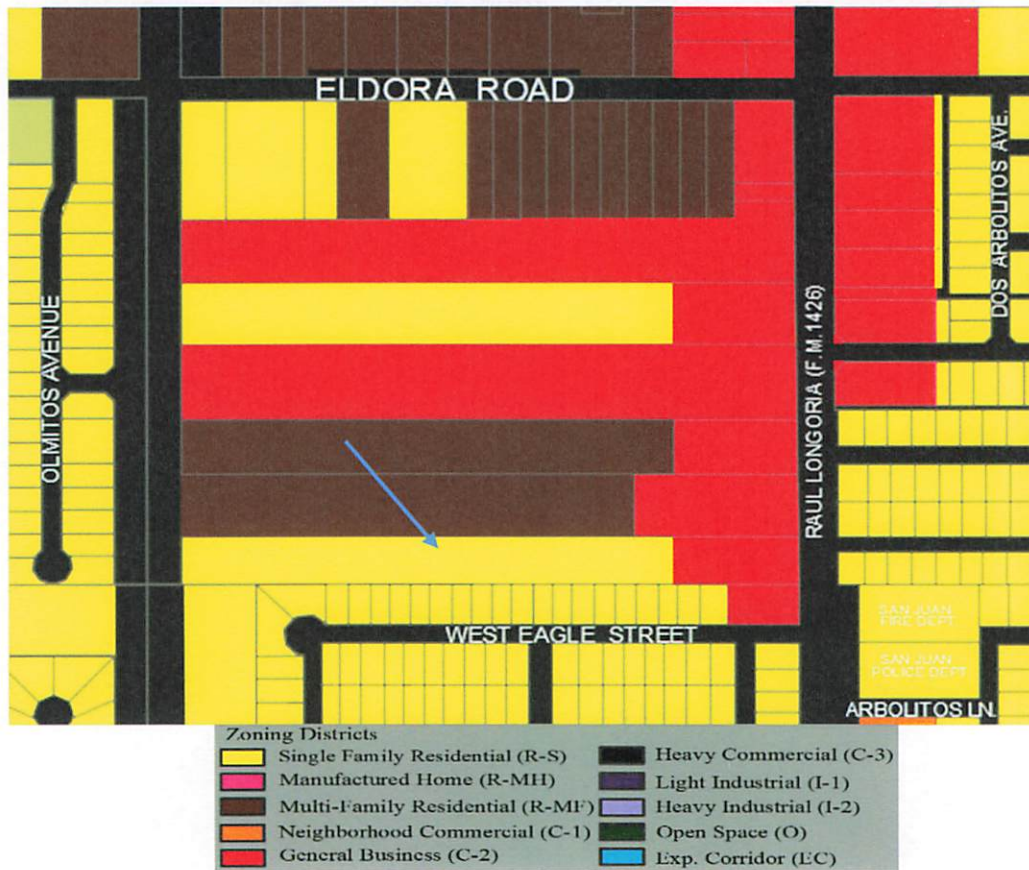
Staff mailed a notice of the public hearing before the Planning and Zoning Commission to Seventy (70) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

ATTACHMENTS:

- Location Map
- Aerial Photo
- Zoning Map
- Survey
- List of neighboring property owners receiving notice



Location 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 3.24-ACRE TRACT OF LAND OUT OF THE SOUTH 5.00 ACRES OF LOT 16, BLOCK 8, JOHN CLOSNER SUBDIVISION BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS:

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

The zoning district of the property legally described as 3.24-acre tract of land out of the South 5.00 acres of Lot 16, Block 8, John Closner Subdivision 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 11th day of April, 2023.

PASSED and **APPROVED** on second and final reading on the 25th of April, 2023.

CITY OF SAN JUAN

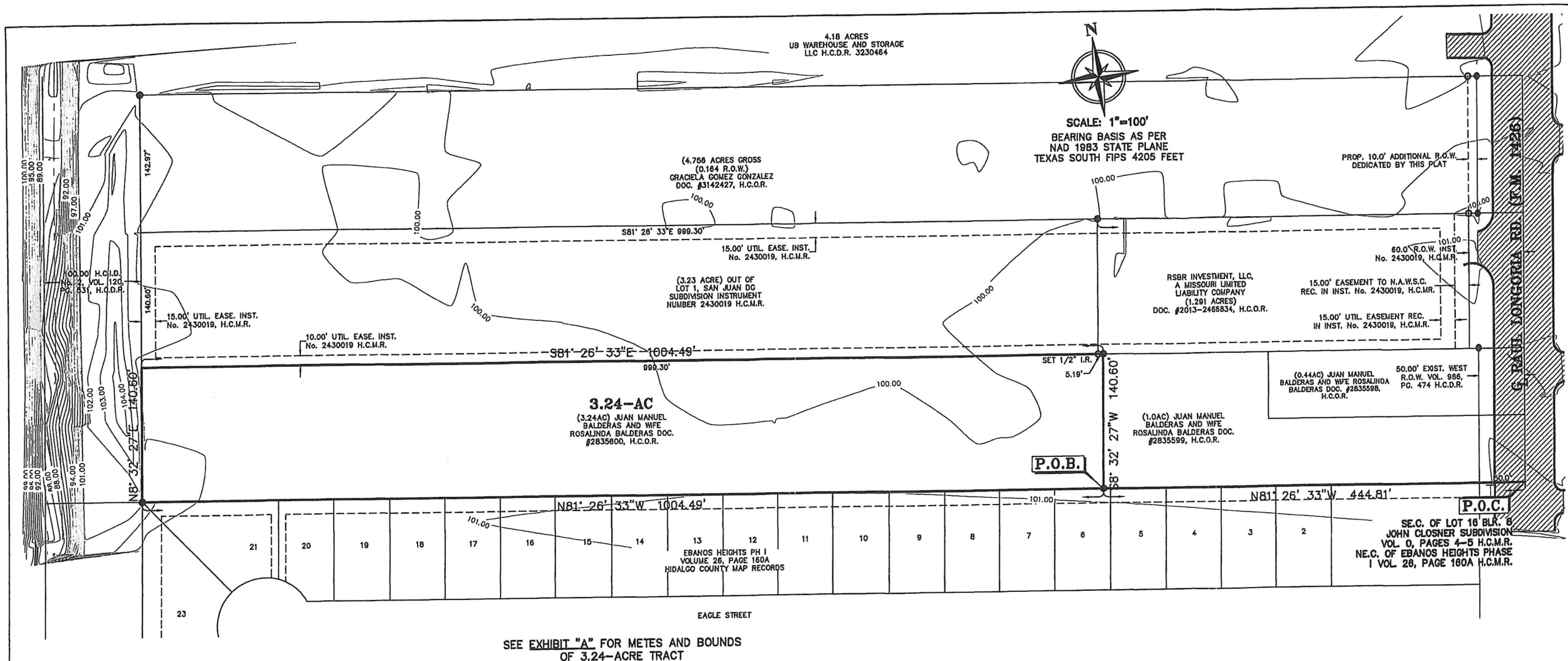
MARIO GARZA, MAYOR

ATTEST:

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

BRENDA ESCALANTE
CITY SECRETARY

CITY ATTORNEY



LEGEND	
●	FND. 1/2" IRON ROD
○	SET 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED 2791
○	FND. 3/4" IRON ROD
R.O.W.	RIGHT OF WAY
FND.	FOUND
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
-x-	OLD BARB WIRE FENCE
-a-	CEDAR FENCE
▨	ASPHALT PAVING

SURVEY OF **A 3.24-ACRE TRACT OF LAND BEING A PORTION OF THE SOUTH 5.00** **ACRES OF LOT 16, BLOCK 8, JOHN CLOSNOR SUBDIVISION AS RECORDED IN** **VOLUME 0, PAGE 4. MAP RECORDS HIDALGO COUNTY, TEXAS.**

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ELECTRONIC SEAL AND ORIGINAL SIGNATURE OF SURVEYOR.
2. HOMERO L. GUTIERREZ, DID NOT RESEARCH OR PREPARE A TITLE REPORT OR ABSTRACT OF TITLE ON THE ABOVE PROPERTY
3. COMMITMENT OF TITLE INSURANCE ISSUED BY:
SIERRA TITLE INSURANCE GUARANTY COMPANY, INC.
COMMITMENT NO. 0003187046
ISSUED: JANUARY 3, 2023
PROPOSED INSURED: ALPEG PROPERTIES, LLC
ALSO, SEE SCHEDULE B, 10.a THRU 10.e FOR ADDITIONAL EASEMENTS AND PROPERTY MATTERS.

4. THE EXISTENCE, 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'S STATEMENT: THE PROPERTY 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.



SURVEYOR'S CERTIFICATION

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, STATE THAT THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND ON FEBRUARY 10, 2023, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS OR SHORTAGES IN THE AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS, OR OVERLAPPING OF IMPROVEMENTS OR NO VISIBLE OR APPARENT EASEMENTS EXCEPT AS SHOWN ON THIS PLAT.

Homero Luis Gutierrez
 HOMERO LUIS GUTIERREZ, RPLS #2791 DATE 02-21-23

HOMERO L. GUTIERREZ, P.E., R.P.L.S.

P.O. Box 548
 McAllen, Texas 78505
 (956) 369-0988

DATE: 02-21-23 | JOB No. DI-23-004 | DRAWN BY: DRAFTERS INK

EXHIBIT "A"

METES AND BOUNDS

3.24-ACRE TRACT RAUL LONGORIA ROAD

A 3.24-ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE SOUTH 5.00 ACRES OF LOT 16, BLOCK 8, JOHN CLOSNER SUBDIVISION, 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 IN THE CITY OF SAN JUAN ON THE WEST SIDE OF RAUL LONGORIA ROAD APPROXIMATELY 1,160 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 81 DEGREES 26 MINUTES 33 SECONDS WEST, WITH THE APPARENT SOUTH LOT LINE OF SAID LOT 16, A DISTANCE OF 50.00 FEET PAST A POINT ON THE APPARENT EXISTING WEST RIGHT-OF-WAY LINE OF SAID RAUL LONGORIA ROAD, CONTINUINUING WITH THE APPARENT NORTH LOT LINE OF EBANOS HEIGHTS PHASE I (VOLUME 26, PAGE 160A, HIDALGO COUNTY MAP RECORDS) AND THE SOUTH LOT LINE OF A 1.0-ACRE TRACT OF LAND VESTED IN BALDERAS AND WIFE ROSALINDA BALDERAS (DOCUMENT NO, 2835599, HIDALGO COUNTY OFFICIAL RECORDS) FOR A TOTAL DISTANCE OF 444.81 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791 FOR THE APPARENT SOUTHWEST CORNER OF SAID 1.0-ACRE TRACT AND THE SOUTHERNMOST SOUTHEAST CORNER OF SAID 3.24-ACRE TRACT, AND ALSO BEING THE **POINT OF BEGINNING (P.O.B.)** OF SAID 3.24-ACRE TRACT OF LAND HEREIN DESCRIBED:

THENCE, NORTH 81 DEGREES 26 MINUTES 33 SECONDS WEST, WITH THE SAID SOUTH LOT LINE OF LOT 16, THE NORTH LOT LINE OF EBANOS HEIGHTS PHASE I AND WITH THE APPARENT SOUTHERNMOST SOUTH LOT LINE OF SAID 3.24-ACRE TRACT, A DISTANCE OF 1,004.49 FEET TO A NO. 4 REBAR FOUND ON THE APPARENT EAST LINE OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 EXISTING 100-FOOT RIGHT-OF-WAY FOR THE APPARENT NORTHWEST CORNER OF SAID EBANOS HEIGHTS PHASE I AND THE SOUTHWEST CORNER OF SAID 3.24-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, NORTH 08 DEGREES 32 MINUTES 27 SECONDS EAST, PARALLEL AND 100.00 FEET EAST OF THE APPARENT WEST LOT LINE OF SAID LOT 16, AND WITH THE SAID HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 EXISTING EAST RIGHT-OF-WAY LINE AND WITH THE APPARENT WEST LOT LINE OF SAID 3.24-ACRE TRACT, A DISTANCE OF 140.60 FEET TO A POINT FOR THE APPARENT SOUTHWEST CORNER OF LOT 1, SAN JUAN DG SUBDIVISION, AN ADDITION TO THE CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, AS PER PLAT OR MAP THEREOF RECORDED UNDER CLERK'S FILE NO. 2430019 ON JULY 12, 2013, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND THE NORTHWEST CORNER OF SAID 3.24-ACRE TRACT OF LAND HEREIN DESCRIBED;

METES AND BOUNDS
3.24-ACRE TRACT (CONTINUE)

THENCE, SOUTH 81 DEGREES 26 MINUTES 33 SECONDS EAST, PARALLEL TO THE SAID SOUTH LOT LINE OF LOT 16, AND WITH THE APPARENT SOUTH LOT LINE OF SAID SAN JUAN DG SUBDIVISION AND THE NORTH LOT LINE OF SAID 3.24-ACRE TRACT, A DISTANCE OF 1,004.49 FEET TO A NO.4 REBAR FOUND FOR THE APPARENT NORTHWEST CORNER OF SAID 1.0-ACRE TRACT VESTED IN BALDERAS AND WIFE ROSALINDA BALDERAS AND THE NORTHEAST CORNER OF SAID 3.24-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, SOUTH 08 DEGREES 32 MINUTES 27 SECONDS WEST, PARALLEL TO THE SAID EAST LOT LINE OF LOT 16, AND WITH THE APPARENT WEST LOT LINE OF SAID 1.0-ACRE TRACT VESTED IN BALDERAS AND WIFE ROSALINDA BALDERAS AND THE APPARENT EAST LOT LINE OF SAID 3.24-ACRE TRACT, A DISTANCE OF 140.60 FEET TO THE SAID POINT FOR THE SOUTHEAST CORNER OF SAID 3.24-ACRE TRACT OF LAND HEREIN DESCRIBED, AND ALSO BEING THE **POINT OF BEGINNING (P.O.B.)**, CONTAINING A GROSS OF 3.24 ACRES OF LAND, MORE OR LESS.

Bearing basis as per NAD 1983 State Plane Coordinates Texas South FIPS 4205 Feet.

THE STATED DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON FEBRUARY 10, 2023. SEE ACCOMPANIED SURVEY PLAT OF SAID 3.24-ACRE TRACT OF LAND.



Homero Luis Gutierrez
Homero Luis Gutierrez – R.P.L.S. # 2791

02/20/2023
Date

Conditional Use Permit to allow a Food Truck Park and Sale of Alcoholic Beverages (wine and beer) for On-Premise Consumption at 232 E. Business Highway 83, legally

Pena, Javier
410 Hackberry Ave.
Mission, Texas 78572

ALPEG Properties
3900 N. 10th Street Suite 940
McAllen, Texas 78501

UB Warehouse & Storage
2912 N. Raul Longoria
San Juan, Texas 78589

ARC DGSJNTX001, LLC
Attn: Ryan LLC
P.O. Box 460369 Dept 100
Houston, Texas 77056

Balderas, Juan & Rosalinda
2401 N Raul Longoria Road
San Juan, Texas 78589

Rios, Sirlene
2000 Loma Verde Drive
San Juan, Texas 78589

Garcia, Ruben Torres
300 E 1st Street
San Juan, Texas 78589

Sanchez, Carlos
815 Eeller
Pharr, Texas 78577

Rodriguez, Maria E
5311 Hamilton Road
Medina, OH 44256

Alvarez, Amado
250 Olmitos Ave.
San Juan, Texas 78589

Sanchez, Federico
2307 Olmitos
San Juan, Texas 78589

Alvarado, Anna & Zamora Ariel
2304 Olmitos Ave.
San Juan, Texas 78589

Sanchez, Hipolito & Maricruz
107 W. Eagle Street
San Juan, Texas 78589

Aguilar, Venancio
P.O. Box 265
Waldron, AR 72958

Ramos, Miguel A
2317 N. San Antonio Ave.
San Juan, Texas 78589

Suarez, Alejandro & Cynthia
220 W. Eagle Street
San Juan, Texas 78589

Ibarra, Raul
1812 Chula Vista Drive
San Juan, Texas 78589

Gonzalez, Maria Florencia
21 E. Eagle Street
San Juan, Texas 78589

Salinas, Alejandra
212 W. Eagle Street
San Juan, Texas 78589

Mariscal, Aciano
210 W. Eagle Street
San Juan, Texas 78589

Ramos, Brianda L.
216 W. Eagle Street
San Juan, Texas 78589

Rangel, Sabrina
208 W Eagle Street
San Juan, Texas 78589

Alanis, Jesus Angel
206 W Eagle Street
San Juan, Texas 78589

Ayala, Giovanni & Cynthia Alvarez
6805 S. Sanit Marie Drive
Pharr, Texas 78577

Cantu, Jose & Julia C
2310 N. Lincoln Ave.
San Juan, Texas 78589

Alvarez, Jesus A. & Martinez, Maria
202 W Eagle Street
San Juan, Texas 78589

Hinojosa, Ricardo &
Cardoso Virginia
200 E. Eagle Street
San Juan, Texas 78589

Conditional Use Permit to allow a Food Truck Park and Sale of Alcoholic Beverages (wine and beer) for On-Premise Consumption at 232 E. Business Highway 83, legally

Zambrano, Juan
1903 Wayne Drive
San Juan, Texas 78589

Lozano, Raul & Melida
106 Dove Street
San Juan, Texas 78589

Palma & Eva & Saul Astroga
104 Dove Street
San Juan, Texas 78589

Rios, Gilberto
116 W. Eagle Street
San Juan, Texas 78589

Rios, Olga Lydia
116 W. Eagle Street
San Juan, Texas 78589

Ramírez, Norma & Moises
112 W. Eagle Street
San Juan, Texas 78589

Vega, Sergio & Estefanía
110 W. Eagle Street
San Juan, Texas 78589

Rodriguez, Eliseo & Maricruz
105 W Eagle Street
San Juan, Texas 78589

Martinez, Maria T & Arturo
104 W. Eagle Street
San Juan, Texas 78589

Barron, Maria F
102 W Eagle Street
San Juan, Texas 78589

Hinojosa, Bernardo & Raquel
219 W. Eagle Street
San Juan, Texas 78589

Luna, Maria L.
P.O. Box 1244
San Juan, Texas 78589

Santamaria, Oscar & Marta
215 W. Eagle Street
San Juan, Texas 78589

Tovar, Christyan
213 W. Eagle Street
San Juan, Texas 78589

Leija, Juan B & Blanca
211 W Eagle Street
San Juan, Texas 78589

Ulloa, Santos & Carmela
209 W. Eagle Street
San Juan, Texas 78589

Lopez, Victor & Mary
207 W. Eagle Street
San Juan, Texas 78589

Miranda, Juan M & Bella D
205 W. Eagle Street
San Juan, Texas 78589

Hernandez, Rodolfo & Raquel
203 W. Eagle Street
San Juan, Texas 78589

Valdez, Jesusita
201 W. Eagle Street
San Juan. Texas 78589

Martinez, Yolanda & Sandra V
115 W. Eagle Street
San Juan, Texas 78589

Reyna, Jose Ruperto & Paula
113 W. Eagle Street
San Juan, Texas 78589

Lozano, Jesus E
111 Eagle Street
San Juan, Texas 78589

Rodriguez, Eliseo & Maricruz
105 W Eagle Street
San Juan, Texas 78589

Meza, Beatriz
103 Eagle Street
San Juan, Texas 78589

Hernandez, Antonio
101 E. Eagle Street
San Juan, Texas 78589

Miranda, Gustavo & Evangelina
2314 N. Lincoln Ave.
San Juan, Texas 78589

Conditional Use Permit to allow a Food Truck Park and Sale of Alcoholic Beverages (wine and beer) for On-Premise Consumption at 232 E. Business Highway 83, legally

Miranda, Ernesto
2312 N. Lincoln Ave
San Juan, Texas 78589

Cortina, Jaime
218 Dove Street
San Juan, Texas 78589

Rojas, Esperanza
4718 Tillman Drive
Edinburg, Texas 78542

Alanis, Luis & Rubisela Gutierrez
114 Dove Street
San Juan, Texas 78589

Ortiz, Olga Leticia
112 Dove Street
San Juan, Texas 78589

Juarez, Ricardo & Elva M
110 Dove Street
San Juan, Texas 78589

Suarez, Humberto & Maria G
214 Dove Street
San Juan, Texas 78589

Ramirez, Raul
5013 Harrington Ave
Memphis, TN 38118

Leal, Ramon & Aurelia
210 Dove Street
San Juan, Texas 78589

Cardenas, Luis & Era
10302 N 24th Lane
McAllen, Texas 78504

Garcia, Librada
206 Dove Street
San Juan, Texas 78589

Castillo, Omar
204 Dove Street
San Juan, Texas 78589

Medrano, Aldo Ivan
607 E Austin Street Apt C
Weslaco, Texas 78599

Lopez, Ricardo
5400 N.35th Street
McAllen, Texas 7804

Cavazos, Javier & Brenda J.
200 Dove Street
San Juan, Texas 78589

Rios, Eпитacio & Marisela
102 Dove Street
San Juan, Texas 78589

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 25, 2023

Consider Second and Final Reading of an Ordinance 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 Northwest 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 processing a residential subdivision located at the Northwest corner of Moore and Stewart Roads. It is the City's policy to annex subdivisions, processed and approved within the city's ETJ. On January 10, 2023, the City Commission approved Resolution No. 2023-01 accepting a petition for voluntary annexation and setting dates and times for public hearings.

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

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager



ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE EXTENSION ON CERTAIN BOUNDARY LIMITS OF THE CITY OF SAN JUAN, TEXAS; AND THE VOLUNTARY ANNEXATION OF A 16.579-ACRE TRACT OF LAND OUT OF LOTS 1 AND 6, STEWART'S ADDITION TO THE CONWAY GARDENS, AS PER MAP RECORDED IN COLUME 0, PAGE 43, MAP RECORDS, OF HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 658482 AND 3350363, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

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

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

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

WHEREAS, the territory hereinafter described contains approximately **16.579** acres of land; and

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

WHEREAS, the first public hearing was held at 6:00 pm on February 28, 2023 at the San Juan Memorial Library, located at 1010 S. Standard Avenue, in San Juan, Texas and second public hearing was held at 6:00 pm on March 28, 2023 at San Juan Memorial Library, located at 1010 S. Standard Avenue, in San Juan, Texas so that all interested parties were provided the opportunity to be heard regarding the proposed annexation of those tracts hereinafter described; and

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

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

Exhibit "B"

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

A 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, N81°23'26"W along the South line of said Lot 6, a distance of 500.00 feet;

THENCE, N08°36'34"E a distance of 891.00 feet to an No. 4 rebar set for the Southeast corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, N81°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, N08°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 Alejandra 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, S81°23'26"E, a distance of 680.00 feet to a No. 4 rebar set, for the Northeast corner of this tract;
4. THENCE, S08°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.

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

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

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

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

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

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

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

PASSED and **APPROVED** on first reading on the 11th day of April, 2023.

PASSED and **APPROVED** on second reading on the 25th day of April, 2023.

CITY OF SAN JUAN

MARIO GARZA, Mayor

ATTEST:

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

BRENDA ESCALANTE
City Secretary

City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 25, 2023

Consider Approval of the Investment Report for the Quarter Ending March 31, 2023. [Leroy Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Investment Report for Quarter Ending March 31, 2023.

RECOMMENDATION:

Approve as Presented

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager



City of San Juan, Texas

Quarterly Investment Report

As of March 31, 2023

Prepare By: _____

Leroy Gonzales, Director of Finance
Investment Officer

Maria L Beltran, Assist. Director of Finance
Investment Officer

Fund Allocation Summary

Book and Market Value

	Fund Total	Texpool	TexStar	Certificate of Deposit
Solid Waste	563,603.99	679.51	562,924.48	-
Parks Development	307,654.36	407.15	307,247.21	-
Debt Service	1,232,279.15	1,203.99	1,231,075.16	-
Utility Fund	5,129,755.52	1,247.99	5,128,507.53	-
General Fund	3,840,090.37	1,832.63	3,838,257.74	-
Capital Projects-City Hall/Parks	-	-	-	-
Federal Forfeiture	-	-	-	-
CO Series 2017 BOND	348,619.10	-	348,619.10	-
CIP Street Bond 2015 Fund	308,918.03		308,918.03	-
Certificate of OB Series 2018	2,047,616.48		2,047,616.48	-
Bond 2020	0.01		0.01	-
Utility I & S Fund	188,772.41		188,772.41	-
Bond 2014 Fund	256,998.16		256,998.16	-
Water & Sewer Reserve Fund	635,660.87		635,660.87	-
Developers Escrow Fund	205,944.52		205,944.52	-
Capital Projects-Fire Station	4,140,717.86		4,140,717.86	-
Fund 51-TDEM	8,660,020.32		8,660,020.32	-
Sub-total	\$ 27,866,651.15	\$ 5,371.27	\$ 27,861,279.88	\$ -
EDC-Sales Tax Fund	1,536,770.85	1,472.36	1,535,298.49	-
EDC Revolving Fund	870.54	870.54	-	-
Total	\$ 29,404,292.54	\$ 7,714.17	\$ 29,396,578.37	\$ -

Quarter End Results by Investment Category:

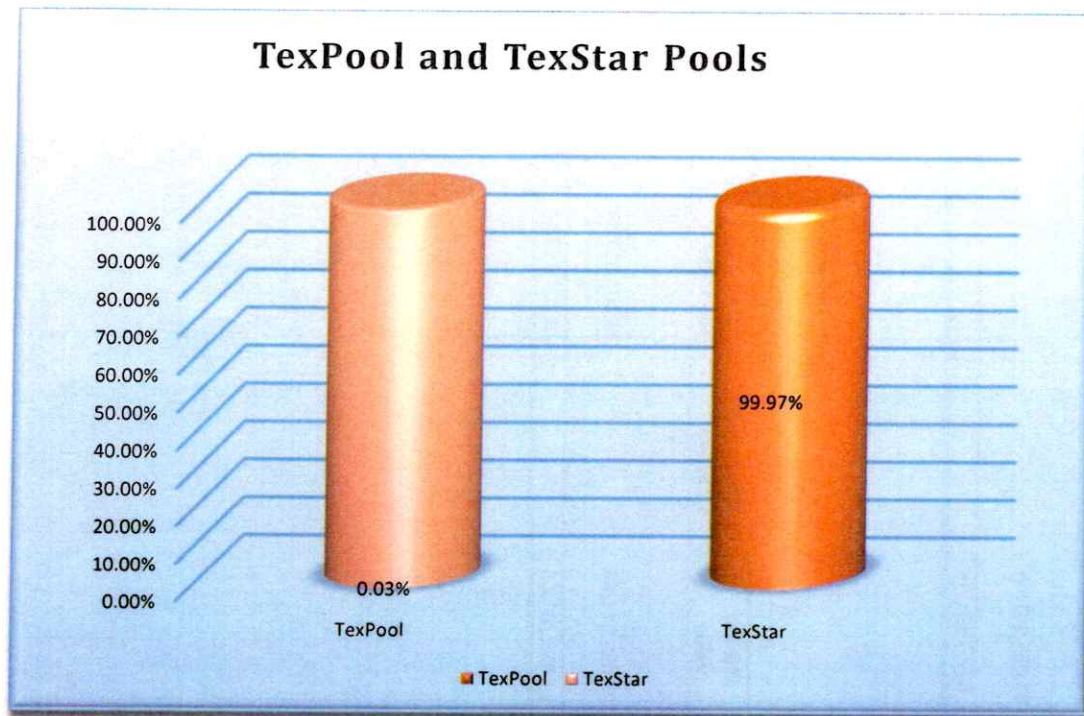
Asset Type	Ave. Yield	Dec-22		Mar-23	
		Book Value	Market Value	Book Value	Market Value
Local Governmental Pools	0.00%	29,055,341.66	29,055,341.66	29,404,292.54	29,404,292.54
CD's/Securities	0.000%	-	-	-	-
Quarterly Interest Income		\$ 299,029.57			
YTD Interest		\$ 701,758.02			

Book Value Comparison

Description	Coupon/ Discount	Settlement Date	Dec-22		Purchase at Cost	Sales Maturities	Jan-23	
			Original Face\ Par Value	Book Value			Original Face\ Per Value	Book Value
PCB Wealth Management Pools	0.000% 0.00%	6/30/2021	29,055,341.66	29,055,341.66	-	-	29,404,292.54	29,404,292.54
Total			\$ 29,055,341.66	\$ 29,055,341.66			\$ 29,404,292.54	\$ 29,404,292.54

Market Value Comparison

Description	Coupon/ Discount	Dec-22		Qtr-to Qtr change	Jan-23	
		Original Face\ Par Value	Market Price		Original Face\ Per Value	Market Value
PCB Wealth Management Pools	0.00%	29,055,341.66	1.00	-	29,404,292.54	29,404,292.54
Total		\$ 29,055,341.66	\$ 29,055,341.66		\$ 29,404,292.54	\$ 29,404,292.54



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 25, 2023

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

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Budget Expenditure Report for the Month of March 31, 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: April 19, 2023
Subject: Budget Expenditure Report – March 31, 2023

Attached you will find the above-mentioned report for the City of San Juan.

The funds are listed as follows:

Approved Budgets:

	<u>Fund No.</u>	<u>Page</u>
• General Fund	10	1 – 5
• Enterprise Funds		
a. Solid Waste	22	6
b. Utility Fund	56	7 - 8
c. Utility I & S	60	9
d. Water & Sewer I & S	61	10
• Special Revenue Fund:		
a. Local Truancy Prevention & Diversion Fund	18	11
b. Local Municipal Jury Fund	19	12
c. Municipal Court-Building Security	20	13
d. Municipal Court-Technology	21	14
e. Revolving Loan	23	15
f. Parks Sport Fee	25	16
g. Parks Development	26	17
h. Wrecker Law Enforcement	27	18
i. Asset Forfeiture-State	28	19
j. Miscellaneous Grants	30	20
k. Crime Victims Liaison Grant	32	21
l. Hotel/Motel Occupancy Tax	33	22
m. Asset Forfeiture-Federal Sharing	35	23
n. Storm Water Fund	55	24
• Debt Service Fund	36	25

Other City Funds:

• Capital Projects		
a. City Hall/Park	41	26
b. Bond Series 2019	42	27

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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
March 31, 2023

							Budget Target 50%
10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	7,735,948	7,087,432	-	(648,516)	550,077	334,946	91.62
SALES TAX REVENUE	4,692,480	1,980,039	-	(2,712,441)	428,811	415,765	42.20
FRANCHISE TAX	1,046,500	591,925	-	(454,575)	380,736	36,546	56.56
LICENSES & PERMITS	729,525	488,965	-	(240,560)	96,907	108,024	67.03
FEES & FINES	228,107	104,953	-	(123,154)	20,034	22,073	46.01
INTERGOVERNMENTAL REVENUE	974,258	415,755	-	(558,503)	65,047	70,278	42.67
OTHER REVENUE	471,800	404,687	-	(67,113)	69,606	56,864	85.78
Transfer Inn	-	-	-	-	-	-	-
TOTAL REVENUES	15,878,618	11,073,755	-	(4,804,863)	1,611,218	1,044,497	69.74
EXPENDITURE SUMMARY							
LEGISLATIVE							
PUR PROP SRVS & OTH SRVS	23,700	12,675	810	10,215	1,268	3,749	56.90
SUPPLIES	7,400	1,954	111	5,335	65	137	27.91
MISCELLANEOUS	148,837	130,756	60	18,022	7,218	5,390	87.89
LEGISLATIVE	179,937	145,385	981	33,572	8,551	9,276	81.34
CITY MANAGER							
SALARIES & WAGES/BENEFIT	196,211	99,556		96,655	16,673	16,706	50.74
PURCHASED PROF/TECH SRVS	156,000	81,919	338	73,743	15,563	18,989	52.73
PUR PROP SRVS & OTH SRVS	6,750	2,426	205	4,119	-	240	38.98
SUPPLIES	520	60	-	460	-	-	11.53
CAPITAL OUTLAY	108,717	50,650	-	58,067	-	36,200	46.59
MISCELLANEOUS	1,050	325	-	725	-	198	31.00
CITY MANAGER	469,248	234,937	543	233,768	32,236	72,332	50.18
CITY SECRETARY							
SALARIES & WAGES/BENEFIT	197,555	64,035		133,520	12,054	12,113	32.41
PURCHASED PROF/TECH SRVS	15,000	7,974	-	7,026	1,088	1,517	53.16
PUR PROP SRVS & OTH SRVS	10,950	5,502	237	5,211	600	1,469	52.41
SUPPLIES	3,560	4,573	3,901	(4,913)	4,334	43	238.02
MISCELLANEOUS	45,529	258	89	45,182	158	-	0.76
CITY SECRETARY	272,594	82,343	4,226	186,025	18,234	15,142	31.76
MUNICIPAL COURT							
SALARIES & WAGES/BENEFIT	209,083	102,535		106,548	17,158	17,565	49.04
PURCHASED PROF/TECH SRVS	64,984	17,690	45,467	1,827	162	406	97.19
PUR PROP SRVS & OTH SRVS	11,614	2,116	500	8,998	553	529	22.52
SUPPLIES	4,962	1,262	63	3,637	114	154	26.70
MISCELLANEOUS	1,755	55	-	1,700	-	-	3.13
MUNICIPAL COURT	292,398	123,658	46,030	122,710	17,987	18,654	58.03

City of San Juan, Texas
Budget Expenditures Report
March 31, 2023

							Budget Target 50%
10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
FINANCE							
SALARIES & WAGES/BENEFIT	437,824	192,941	-	244,883	29,869	32,000	44.07
PURCHASED PROF/TECH SRVS	3,500	-	-	3,500	-	-	-
PUR PROP SRVS & OTH SRVS	23,880	7,960	8,741	7,180	1,116	2,235	69.93
SUPPLIES	4,510	3,125	199	1,186	1,804	229	73.70
MISCELLANEOUS	13,855	3,827	1,092	8,936	217	-	35.50
FINANCE	483,569	207,853	10,031	265,685	33,006	34,463	45.06
PLANNING							
SALARIES & WAGES/BENEFIT	553,375	250,830		302,545	40,519	39,648	45.33
PURCHASED PROF/TECH SRVS	17,500	10,560	405	6,535	216	(648)	62.66
PUR PROP SRVS & OTH SRVS	18,900	5,497	369	13,034	2,224	2,272	31.04
SUPPLIES	27,353	9,185	3,605	14,563	862	3,255	46.76
CAPITAL OUTLAY	15,072	72	-	15,000	-	-	0.48
MISCELLANEOUS	19,575	468	-	19,107	-	468	2.39
PLANNING	651,775	276,613	4,379	370,783	43,821	44,994	43.11
POLICE							
SALARIES & WAGES/BENEFIT	4,071,751	1,640,130	-	2,431,621	275,410	272,795	40.28
PURCHASED PROF/TECH SRVS	53,400	35,948	825	16,627	276	3,525	68.86
PUR PROP SRVS & OTH SRVS	83,937	57,514	8,452	17,970	15,586	11,044	78.59
SUPPLIES	218,595	103,954	51,905	62,736	23,992	25,619	71.30
CAPITAL OUTLAY	5,208	788	5,208	(788)	-	788	115.13
DEBT SERVICE	333,457	-	-	333,457	-	-	-
MISCELLANEOUS	46,098	38,245	2,400	5,453	20,018	12,860	88.17
POLICE	4,812,446	1,876,578	68,791	2,867,077	335,282	326,631	40.42
FIRE							
SALARIES & WAGES/BENEFIT	2,073,771	855,112		1,218,659	120,534	137,826	41.23
PURCHASED PROF/TECH SRVS	34,200	11,872	2,433	19,895	325	2,025	41.83
PUR PROP SRVS & OTH SRVS	89,710	18,359	5,947	65,404	4,767	6,824	27.09
SUPPLIES	130,257	70,258	8,586	51,413	19,463	7,874	60.53
CAPITAL OUTLAY	411,161	170,374	179,966	60,820	27,405	-	85.21
DEBT SERVICE	122,979	119,378	-	3,601	44,400	20,078	97.07
MISCELLANEOUS	10,455	1,875	-	8,580	225	150	17.93
FIRE	2,872,533	1,247,228	196,933	1,428,372	217,119	174,777	50.27
STREETS, ALLEY, OTHER							
SALARIES & WAGES/BENEFIT	354,061	158,094	-	195,967	25,670	25,569	44.65
PUR PROP SRVS & OTH SRVS	365,000	183,725	(160)	181,435	38,734	4,823	50.29
SUPPLIES	111,071	44,950	15,036	51,085	8,169	9,683	54.01
CAPITAL OUTLAY	46,200	-	46,170	30	-	-	99.94
MISCELLANEOUS	7,400	-	-	7,400	-	-	-
STREETS, ALLEY, OTHER	883,732	386,769	61,046	435,917	72,573	40,075	50.67

City of San Juan, Texas
Budget Expenditures Report
March 31, 2023

							Budget Target 50%
10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
CENTRAL GARAGE							
SALARIES & WAGES/BENEFIT	203,837	84,715		119,122	11,788	14,737	41.56
PURCHASED PROF/TECH SRVS	5,500	5,500	-	-	-	5,500	100.00
PUR PROP SRVS & OTH SRVS	5,700	1,913	-	3,787	363	162	33.57
SUPPLIES	27,315	7,534	1,164	18,617	1,422	835	31.84
CENTRAL GARAGE	242,352	99,662	1,164	141,526	13,572	21,233	41.60
PARKS							
SALARIES & WAGES/BENEFIT	993,374	430,169		563,205	70,347	72,561	43.30
PURCHASED PROF/TECH SRVS	2,500	2,327		173	399	274	93.08
PUR PROP SRVS & OTH SRVS	128,760	64,149	1,808	62,803	9,153	11,513	51.22
SUPPLIES	59,623	29,715	7,198	22,710	2,111	5,921	61.91
CAPITAL OUTLAY	7,250	7,191	-	59	-	-	99.19
DEBT SERVICE	58,394	58,393		1	-	38,315	100.00
MISCELLANEOUS	399,020	331,411	27,863	39,746	18,463	25,773	90.04
PARKS	1,648,921	923,355	36,869	688,698	100,472	154,357	58.23
BUILDING MAINTENANCE							
SALARIES & WAGES/BENEFIT	327,151	148,950	-	178,201	26,350	26,590	45.53
PURCHASED PROF/TECH SRVS	2,500	-	-	2,500	-	-	-
PUR PROP SRVS & OTH SRVS	108,000	23,932	3,990	80,078	3,872	6,829	25.85
SUPPLIES	43,977	24,394	9,579	10,004	2,850	2,111	77.25
BUILDING MAINTENANCE	481,628	197,276	13,570	270,782	33,072	35,530	43.78
LIBRARY							
SALARIES & WAGES/BENEFIT	291,766	142,931	-	148,835	24,127	24,148	48.99
PURCHASED PROF/TECH SRVS	2,600	417	723	1,460	56	60	43.83
PUR PROP SRVS & OTH SRVS	22,150	8,789	-	13,361	1,577	579	39.68
SUPPLIES	3,050	142	-	2,908	-	43	4.66
MISCELLANEOUS	10,250	526	-	9,724	11	96	5.13
LIBRARY	329,816	152,804	723	176,289	25,771	24,925	46.55

City of San Juan, Texas
Budget Expenditures Report
March 31, 2023

							Budget Target 50%
10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	436,776	235,641	52,252	148,884	8,719	34,810	65.91
PUR PROP SRVS & OTH SRVS	251,297	123,546	-	127,751	20,051	19,647	49.16
SUPPLIES	2,315	1,060	-	1,255	63	724	45.79
DEBT SERVICE	129,300	110,892	-	18,408	102,900	7,992	85.76
MISCELLANEOUS	29,700	-	-	29,700	-	-	-
ADMINISTRATION	849,388	471,139	52,252	325,997	131,733	63,173	61.62
HUMAN RESOURCES							
SALARIES & WAGES/BENEFIT	259,529	109,805	-	149,724	18,322	18,461	42.31
PURCHASED PROF/TECH SRVS	15,000	1,953	3,585	9,462	250	913	36.92
PUR PROP SRVS & OTH SRVS	13,500	4,130	61	9,309	1,054	1,486	31.04
SUPPLIES	4,810	1,630	-	3,180	-	454	33.88
MISCELLANEOUS	875	763	-	112	200	-	87.20
HUMAN RESOURCES	293,714	118,281	3,646	171,787	19,826	21,313	41.51
INFORMATION TECHNOLOGY							
SALARIES & WAGES/BENEFIT	497,492	255,065	-	242,427	41,576	42,162	51.27
PURCHASED PROF/TECH SRVS	57,000	65,002	600	(8,602)	14,371	9,334	115.09
PUR PROP SRVS & OTH SRVS	187,918	112,747		75,171	13,095	18,534	60.00
SUPPLIES	18,950	14,350	10	4,590	533	2,862	75.78
CAPITAL OUTLAY	39,500	19,867		19,633	-	7,761	50.30
MISCELLANEOUS	170,492	134,839	-	35,653	5,447	10,390	79.09
INFORMATION TECHNOLOGY	971,352	601,869	610	368,873	75,023	91,043	62.02

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Budget Target 50%
% RECEIV. EXPENDED

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% 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	37,251		41,996	6,733	6,851	47.01
PURCHASED PROF/TECH SRVS	4,500	345	265	3,890	-	331	13.56
SUPPLIES	11,550	4,246	77	7,227	1,161	777	37.43
CAPITAL OUTLAY	16,000	-		16,000	-	-	-
MISCELLANEOUS	100,100	63,805	37,455	(1,160)	10,325	19,885	101.16
ANIMAL CONTROL	211,397	105,647	37,797	67,952	18,219	27,844	67.86
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	16,029,350	7,251,396	568,628	8,209,325	1,196,499	1,175,762	48.79
REVENUES OVER/(UNDER) EXPENDITURES	(150,732)	3,822,359	(568,628)	3,404,462	414,719	(131,265)	(2,158.63)

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							Budget Target 50%
22 -SOLID WASTE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
REFUSE COLLECTION SYSTEM	3,969,760	1,607,731	-	(2,362,029)	270,003	328,439	40.50
OTHER REVENUE	46,105	236,580	-	190,475	5,145	7,624	513.13
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	4,015,865	1,844,312	-	(2,171,553)	275,148	336,063	45.93
EXPENDITURE SUMMARY							
SANITATION							
SALARIES & WAGES/BENEFIT	1,321,927	540,285	-	781,642	97,152	(19,030)	40.87
PUR PROF/TECH SRVS	-	238	-	(238)	40	22	-
PUR PROP SRVS & OTH SRVS	384,900	178,339	3,781	202,780	39,221	22,337	47.32
SUPPLIES	673,202	421,903	16,032	235,267	83,140	111,868	65.05
CAPITAL OUTLAY	131,008	481,249	-	(350,241)	35,244	5,734	367.34
MISCELLANEOUS	870,772	256,238	995	613,539	137,199	104,877	29.54
SANITATION	3,381,809	1,878,253	20,808	1,482,748	391,996	225,808	56.16
ORGANIZATIONAL							
PURCHASED PROF/TECH SRVS	82,000	31,220	-	50,780	26	6,704	38.07
PUR PROP SRVS & OTH SRVS	56,157	28,816	-	27,342	4,582	4,587	51.31
DEBT SERVICE	319,817	305,524	-	14,293	305,524	-	95.53
MISCELLANEOUS	212,630	106,735	-	105,895	17,619	17,619	50.20
ORGANIZATIONAL	670,604	472,294	-	198,310	327,751	28,911	70.43
Transfer Out	-	-	-	-	-	-	-
TOTAL EXPENDITURES	4,052,413	2,350,547	20,808	1,681,058	719,748	254,719	58.52
REVENUES OVER/(UNDER) EXPENDITURES	(36,548)	(506,236)	(20,808)	(490,496)	(444,599)	81,344	1,442.06

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							Budget Target 50%
56 -UTILITY FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
WATER SYSTEMS	2,815,750	1,158,849	-	(1,656,901)	212,870	233,582	41.16
SEWER SYSTEMS	3,103,000	1,277,956	-	(1,825,044)	161,808	266,639	41.18
OTHER REVENUES	-	93	-	93	36	33	-
OTHER REVENUES	74,400	184,747	-	110,347	21,356	23,911	248.32
OTHER	(1,664,037)	(1,476,884)	-	187,153	(289,138)	(31,192)	88.75
TOTAL REVENUES	4,329,113	1,144,761	-	(3,184,352)	106,932	492,973	26.44
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
UTILITY BILLING & COLLEC							
SALARIES & WAGES/BENEFIT	314,387	112,158	-	202,229	22,243	(3,675)	35.68
PURCHASED PROF/TECH SRVS	26,908	24,986	1,464	458	-	488	98.30
PUR PROP SRVS & OTH SRVS	87,034	62,112	93	24,828	17,092	6,666	71.47
SUPPLIES	22,406	12,464	1,428	8,514	6,926	1,098	62.00
MISCELLANEOUS	51,468	38,081	1,206	12,181	(565)	8,769	76.33
UTILITY BILLING & COLLEC	502,203	249,801	4,192	248,210	45,695	13,346	50.58
UTILITY ADMINISTRATION							
SALARIES & WAGES/BENEFIT	221,945	45,671	-	176,274	7,564	(11,438)	20.58
PURCHASED PROF/TECH SRVS	12,000	-	-	12,000	-	-	-
PUR PROP SRVS & OTH SRVS	22,900	1,915	-	20,985	863	57	8.36
SUPPLIES	9,787	8,696	1,187	(96)	776	2,235	100.98
MISCELLANEOUS	870	312	-	558	-	312	35.86
UTILITY ADMINISTRATION	267,502	56,594	1,187	209,722	9,203	(8,834)	21.60
WATER PLANT							
SALARIES & WAGES/BENEFIT	488,072	233,729	-	254,343	39,695	(3,666)	47.89
PURCHASED PROF/TECH SRVS	35,000	9,471	1,126	24,403	1,985	2,111	30.28
PUR PROP SRVS & OTH SRVS	227,112	136,763	2,923	87,426	42,956	22,803	61.51
SUPPLIES	277,740	205,566	9,040	63,134	33,283	48,028	77.27
CAPITAL OUTLAY	61,152	7,648	31,152	22,352	-	7,648	63.45
MISCELLANEOUS	43,500	22,355	(15,344)	36,489	225	156	16.12
WATER PLANT	1,132,576	615,532	28,897	488,147	118,144	77,081	56.90
WATER DISTRIBUTION							
SALARIES & WAGES/BENEFIT	313,992	124,725	-	189,267	27,047	4,281	39.72
PUR PROP SRVS & OTH SRVS	10,500	4,863	1,245	4,393	3,573	1,334	58.17
SUPPLIES	79,748	49,433	4,877	25,438	12,789	9,173	68.10
MISCELLANEOUS	2,842	1,374	-	1,468	411	156	48.35
WATER DISTRIBUTION	407,082	180,395	6,122	220,565	43,819	14,944	45.82
SEWER COLLECTION							
SALARIES & WAGES/BENEFIT	364,328	129,857	-	234,471	24,510	3,093	35.64
PURCHASED PROF/TECH SRVS	5,000	-	-	5,000	-	-	-
PUR PROP SRVS & OTH SRVS	486,599	80,046	244,751	161,801	9,674	13,183	66.75
SUPPLIES	90,542	61,355	1,593	27,594	30,180	11,309	69.52
MISCELLANEOUS	1,771	729	-	1,042	225	156	41.16
SEWER COLLECTION	948,240	271,987	246,344	429,909	64,589	27,741	54.66

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56 -UTILITY FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED	Budget Target 50%
SEWER PLANT								
SALARIES & WAGES/BENEFIT	265,302	119,083	-	146,219	19,775	(3,018)	44.89	
PURCHASED PROF/TECH SRVS	35,000	10,934	3,890	20,176	1,926	1,785	42.35	
PUR PROP SRVS & OTH SRVS	247,828	126,422	10,727	110,678	30,521	14,199	55.34	
SUPPLIES	84,444	69,438	7,305	7,701	8,219	4,184	90.88	
CAPITAL OUTLAY	30,000	-	-	30,000	-	-	-	
MISCELLANEOUS	146,592	77,155	-	69,437	19,860	9,804	52.63	
SEWER PLANT	809,166	403,032	21,923	384,211	80,301	26,954	52.52	
ORGANIZATIONAL								
PURCHASED PROF/TECH SRVS	81,663	20,955	-	60,708	2	4,175	25.66	
PUR PROP SRVS & OTH SRVS	123,977	62,180	-	61,797	10,116	10,128	50.15	
DEBT SERVICE	1,000	-	-	1,000	-	-	-	
MISCELLANEOUS	412,820	205,050	-	207,770	33,985	33,985	49.67	
ORGANIZATIONAL	619,460	288,185	-	331,275	44,103	48,288	46.52	
TOTAL EXPENDITURES	4,686,229	2,065,526	308,665	2,312,038	405,855	199,520	50.66	
	=====	=====	=====	=====	=====	=====	=====	
REVENUES OVER/(UNDER) EXPENDITURES	(357,116)	(920,765)	(308,665)	(872,314)	(35,686)	(298,922)	-	
TRANSFER IN	-	-	-	-	-	-	-	
TRANSFER OUT	-	-	-	-	-	-	-	
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	(357,116)	(920,765)	(308,665)	(872,314)	-	(298,922)	344.27	
	=====	=====	=====	=====	=====	=====	=====	

City of San Juan, Texas
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							Budget Target 50%
60 -UTILITY I&S FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,602,660	1,449,869		(152,791)	284,669	26,813	90.47
TOTAL REVENUES	1,602,660	1,449,869	-	(152,791)	284,669	26,813	90.47
	=====	=====	=====	=====	=====	=====	=====
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)	32,165	-	39,171	(237,378)	26,813	(459.10)
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	(7,006)	32,165	-	39,171	(237,378)	26,813	(459.10)
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
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							Budget Target 50%
61 - Water & Sewer I & S FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	61,376	43,060	-	(18,316)	7,289	7,592	70.16
TOTAL REVENUES	61,376	43,060	-	(18,316)	7,289	7,592	70.16
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
DEBT SERVICE	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	61,376	43,060	-	(18,316)	-	7,592	70.16
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER(USES)	61,376	43,060	-	(18,316)	-	7,592	70.16
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
Budget Expenditures Report
March 31, 2023

Budget Target 50%

18 -LOCAL TRUANCY PREVENTION &
DIVERSION FUND
FINANCIAL SUMMARY

REVENUE SUMMARY

	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
FEES & FINES	5,000	2,575	-	(2,425)	495	605	51.50
TOTAL REVENUES	5,000	2,575	-	(2,425)	495	605	51.50
	=====	=====	=====	=====	=====	=====	=====

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19 - LOCAL MUNICIPAL JURY FUND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	Budget Target 50% % RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	150	52	-	(98)	10	12	34.40
TOTAL REVENUES	150	52	-	(98)	10	12	-
	=====	=====	=====	=====	=====	=====	=====

City of San Juan, Texas
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Budget Target 50%

20 -MUNICIPAL COURT-BLDG SEC. FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	5,500	2,930	-	(2,570)	473	692	53.27
TOTAL REVENUES	5,500	2,930	-	(2,570)	473	692	53.27
	=====	=====	=====	=====	=====	=====	=====
MUNICIPAL COURT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	5,500	2,930	-	(2,570)	-	692	53.27

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Budget Target 50%

21 -MUNICIPAL COURT-TECH. FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	6,000	2,420	-	(3,580)	360	473	40.34
TOTAL REVENUES	6,000	2,420	-	(3,580)	360	473	40.34
	=====	=====	=====	=====	=====	=====	=====
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	2,390	-	(3,610)	-	443	39.84

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Budget Target 50%

23 -REVOLVING LOAN FUND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	17	-	17	3	3	-
TOTAL REVENUES	-	17	-	17	3	3	-
EXPENDITURE SUMMARY							
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	17	-	17	3	3	-

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Budget Target 50%

25 -PARKS SPORT FEE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,000	1,652	-	652	405	123	165.18
TOTAL REVENUES	1,000	1,652	-	652	405	123	165.18
EXPENDITURE SUMMARY							
RECREATION							
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	1,000	1,652	-	652		-	165.18

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							Budget Target 50%
26 -PARK DEVELOPMENT FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER INCOME	25,070	213,689	-	188,619	2,065	80,849	852.37
TOTAL REVENUES	25,070	213,689	-	188,619	2,065	80,849	852.37
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	-	213,689	-	213,689	2,065	80,849	-

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Budget Target 50%

27 -WRECKER LAW ENFORCEMENT FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	9,000	13,055	-	4,055	150	150	145.06
TOTAL REVENUES	9,000	13,055	-	4,055	150	150	145.06
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	5,000	1,000	-	4,000	-	-	20.00
PUR PROP SRVS & OTH SRVS	500	120	-	380	120	-	24.00
SUPPLIES	5,000	-	-	5,000	-	-	-
MISCELLANEOUS	10,000	10,057	-	(57)	-	-	100.57
ADMINISTRATION	20,500	11,177	-	9,323	-	-	54.52
TOTAL EXPENDITURES	20,500	11,177	-	9,323	-	-	54.52
REVENUES OVER/(UNDER) EXPENDITURES	(11,500)	1,878	-	13,378	-	150	(16.33)

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							Budget Target 50%
28 -ASSET FORFEITURE-STATE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% 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	5,281	400	2,819	4,551.40	729.63	66.84
POLICE	15,000	5,346	400	9,254	4,551	730	38.30
TOTAL EXPENDITURES	15,000	5,346	400	9,254	4,551	730	38.30
REVENUES OVER/(UNDER) EXPENDITURES	(12,900)	(5,346)	(400)	7,154	(4,551)	(730)	44.54

City of San Juan, Texas
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Budget
Target
50%

30-MISCELLANEOUS GRANTS FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	282,447	76,764	-	(205,683)	4,998	12,541	27.18
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	282,447	76,764	-	(205,683)	4,998	12,541	27.18
EXPENDITURE SUMMARY							
POLICE							
SALARIES & WAGES/BENEFIT	66,575	77,933	-	(11,358)	14,679	10,802	117.06
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
SUPPLIES	20,618	20,618	-	-	-	20,618	100.00
CAPITAL OUTLAY	180,476	44,791	45,985	89,700	24,479	(788)	50.30
POLICE	267,669	143,342	45,985	78,342	39,157	30,632	70.73
LIBRARY							
PURCHASED PROF/TECH SRVS	2,458	960	-	1,498	-	-	39.06
PUR PROP SRVS & OTH SRVS	8,200	300	7,441	459	-	-	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	-	-	58.45
TOTAL EXPENDITURES	284,602.10	145,799	53,426	85,377	39,157	30,632	70.00
REVENUES OVER/(UNDER) EXPENDITURES	(2,155)	(69,035)	(53,426)	(120,305)	(34,160)	(18,091)	5,682.35

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32 -CRIME VICTIMS LIAISON GRT FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	Budget Target 50%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENU	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
POLICE	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

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33 -HOTEL/MOTEL OCCUPANCY TAX FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	Budget Target 50%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
TAX REVENUE	18,500	7,552	-	(10,948)	-	2,558	40.82
FINES & FEES	150	900	-	750	-	-	600.00
OTHER REVENUE	-	-	-	-	-	-	-
TOTAL REVENUES	18,650	8,452	-	(10,198)	-	2,558	45.32
	=====	=====	=====	=====	=====	=====	=====
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	-	8,452	-	8,452	-	2,558	-
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====

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							Budget Target 50%
35 -ASSET FORFEITURE-FEDERAL FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	112	30,063	-	29,951	672	917	26,841.64
FORFEIT FEDERAL	71,000	165,162	-	94,162	57,993	90,659	232.62
TOTAL REVENUES	71,112	195,224	-	124,112	58,665	91,576	274.53
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
POLICE							
PUR PROP SRVS & OTH SRVS	32,000	-	-	32,000	-	-	-
SUPPLIES	60,000	3,020	13,698	43,282	781	2,239	27.86
CAPITAL OUTLAY	120,004	-	112,004	8,000	-	-	93.33
MISCELLANEOUS	-	-	-	-	-	-	-
POLICE	212,004	3,020	125,702	83,282	781	2,239	60.72
TOTAL EXPENDITURES	212,004	3,020	125,702	83,282	781	2,239	60.72
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(140,892.00)	192,204	(125,702)	207,395	-	89,337	(47.20)

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							Budget Target 50%
55-STORM WATER FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	305,000	125,180	-	(179,820)	19,220	25,113	41.04
TOTAL REVENUES	305,000	125,180	-	(179,820)	19,220	25,113	41.04
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
SALARIES & WAGES/BENEFIT	242,398	94,021	-	148,377	17,622	14,244	38.79
PUR PROP SRVS & OTH SRVS	16,080	1,819	44	14,217	8	-	11.59
SUPPLIES	18,478	6,441	3,768	8,270	1,428	1,150	55.25
CAPITAL OUTLAY	23,824	1,100	-	22,724	-	-	4.62
MISCELLANEOUS	6,000	100	-	5,900	-	-	1.67
STORM WATER	306,780	103,480	3,812	199,487	19,057	15,394	34.97
TOTAL EXPENDITURES	306,780	103,480	3,812	199,487	19,057	15,394	34.97
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(1,780)	21,699	(3,812)	19,667	-	9,719	(1,005.06)

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Budget Target 50%
% RECEIV. EXPENDED

36 -DEBT SERVICE FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	2,634,333	2,433,810	-	(200,523)	188,388	114,169	92.39
OTHER REVENUE	500	23,983	-	23,483	4,215	4,803	4,796.54
TOTAL REVENUES	2,634,833	2,457,793	-	(177,040)	192,604	118,972	93.28
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
ORGANIZATIONAL EXPENSE							
DEBT SERVICE	2,399,750	1,985,803	-	413,947	1,985,803	-	82.75
MISCELLANEOUS	-	-	-	-	-	-	-
ORGANIZATIONAL EXPENSE	2,399,750	1,985,803	-	413,947	1,985,803	-	82.75
	=====	=====	=====	=====	=====	=====	=====
TOTAL EXPENDITURES	2,399,750	1,985,803	-	413,947	1,985,803	-	82.75
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	235,083	471,990	-	236,907	(1,793,200)	118,972	200.78
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER (USES)	235,083	471,990	-	236,907	-	118,972	200.78
	=====	=====	=====	=====	=====	=====	=====

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							Budget Target 50%
41-CAPITAL PROJECT - CITY HALL/PARK FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% 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	1,583,086	2,682,516	(4,069,949)	450,771	888,674	2,180.20
CITY MANAGER	195,652	1,583,086	2,682,516	(4,069,949)	450,771	888,674	2,180.20
PARK AND RECREATION							
CAPITAL OUTLAY	-	-	-	-	-	-	-
PARK	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	195,652	1,583,086	2,682,516	(4,069,949)	-	888,674	2,180.20
REVENUES OVER/(UNDER) EXPENDITURES	(195,652)	(1,582,312)	(2,682,516)	(4,069,175)	-	(888,674)	2,179.80

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42- BOND SERIES 2019 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	Budget Target 50%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	127,354	-	127,354	26,269	25,438	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	127,354	-	127,354	26,269	25,438	-
	=====	=====	=====	=====	=====	=====	=====
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	-	127,354	(179,000)	(51,646)	-	25,438	-

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							Budget Target 50%
43-BOND SERIES 2019-A FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	22,273	-	22,273	4,338	4,084	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	22,273	-	22,273	4,338	4,084	-
	=====	=====	=====	=====	=====	=====	=====
SEWER PLANT							
PURCHASED PROF/TECH SRVS	-	468,196	703,788	(1,171,984)	166,043	21,549	-
MISCELLANEOUS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	468,196	703,788	(1,171,984)	166,043	21,549	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	(445,923)	(703,788)	(1,149,711)	(161,706)	(17,465)	-

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							Budget Target 50%
44-CIP-STREET-SERIES 2015 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	6,012	-	6,012	1,057	1,204	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	6,012	-	6,012	1,057	1,204	-
	=====	=====	=====	=====	=====	=====	=====
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)	6,012	-	(65,726)	1,057	1,204	(8.38)

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							Budget Target 50%
45-CAPITAL PROJECTS FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
EXPENDITURE SUMMARY							
LIBRARY	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
LIBRARY	-	-	-	-	-	-	-
LONG TERM DEBT							
DEBT SERVICE	-	-	-	-	-	-	-
LONG TERM DEBT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

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							Budget Target 50%
46-2018 CONSTRUCTION FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% 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	-	-	-

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							Budget Target 50%
47-CERT. OF OBLIG. - SERIES 2018 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER FINANCING SOURCES	-	39,850	-	39,850	7,004	7,980	-
TOTAL REVENUES	-	39,850	-	39,850	7,004	7,980	-
	=====	=====	=====	=====	=====	=====	=====
DEBT SERVICE							
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
CERT. OF OBLIG. - SERIES 2018	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	39,850	-	39,850		7,980	-

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48- Certificate of Obligation -2017 FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	Budget Target 50%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER FINANCING SOURCES	-	9,355	-	9,355	1,193	1,359	-
TOTAL REVENUES	-	9,355	-	9,355	1,193	1,359	-
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)	9,355	(317,758)	700,861	-	1,359	30.56

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49 - 2020 BOND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	Budget Target 50%
							% 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	-	-	-	-	-	-	-

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51 - TDEM FUND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	Budget Target 50%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	-	-	-	-	-	-	-
OTHER REVENUE	-	168,488	-	168,488	30,446	34,462	-
TOTAL REVENUES	-	168,488	-	168,488	30,446	34,462	-
=====							
ADMINISTRATION							
PURCHASED PROF/TECH SRVS		15,000	-	(15,000)	-	-	-
ADMINISTRATION	-	15,000	-	(15,000)	-	-	-
=====							
WATER PLANT							
CAPITAL OUTLAY	58,757	258,531	39,352	(239,126)	31,899	37,221	506.97
WATER PLANT	58,757	258,531	39,352	(239,126)	31,899	37,221	506.97
=====							
SEWER COLLECTION							
CAPITAL OUTLAY	2,478,662	335,118	2,564,890	(421,346)	-	250,325	117.00
SEWER COLLECTION	2,478,662	335,118	2,564,890	(421,346)	-	250,325	-
Transfer Out	-	4,698	-	(4,698)	976	-	-
TOTAL EXPENDITURES	2,537,419	603,952	2,604,241	(670,774)	31,899	287,545	126.44
=====							
REVENUES OVER/(UNDER) EXPENDITURES	(2,537,419)	(435,464)	(2,604,241)	(502,287)	-	(253,083)	119.80

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52- Certificate of Obligation FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	Budget Target 50%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REV.	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
=====							
EXPENDITURE SUMMARY							
PUMPS							
PURCHASED PROF/TECH SRVS		-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
PUMPS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
=====							
REVENUES OVER/(UNDER) EXPENDITURES	-	-	-	-	-	-	-

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53 - CAPITAL PROJECTS FIRESTATION FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	Budget Target 50%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	-	-	-	-	-	-
OTHER FINANCING SOURCES	-	82,887	-	82,887	14,164	16,137	-
TOTAL REVENUES	-	82,887	-	82,887	14,164	16,137	-
EXPENDITURE SUMMARY							
FIRE							
CAPITAL OUTLAY	1,950,066	57,652	4,730	1,887,685	43,542	-	3.20
FIRE	1,950,066	57,652	4,730	1,887,685	43,542	-	3.20
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	-	-	24.93
PARKS & RECREATION	986,530	245,966	-	740,564	-	-	24.93
SANITATION							
CAPITAL OUTLAY	952,957	125,152	-	827,804	122,659	-	13.13
SANITATION	952,957	125,152	-	827,804	122,659	-	13.13
ADMINISTRATION							
PROF/TECH SRVS	-	-	-	-	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
ADMINISTRATON	-	-	-	-	-	-	-
TOTAL EXPENDITURES	4,304,299	677,845	4,730	3,621,724	-	-	15.86
REVENUES OVER/(UNDER) EXPENDITURES	(4,304,299)	(594,958)	(4,730)	3,704,612	-	16,137	13.93

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54-2014 BOND FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	Budget Target 50%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	5,002	-	5,002	879	1,002	-
TOTAL REVENUES	-	5,002	-	5,002	879	1,002	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
WATER DISTRIBUTION							
CAPITAL OUTLAY	-	-	-	-	-	-	-
WATER DISTRIBUTION	-	-	-	-	-	-	-
ORGANIZATIONAL							
DEBT SERVICE	-	-	-	-	-	-	-
ORGANIZATIONAL	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	-	5,002	-	5,002	-	1,002	-

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							Budget Target 50%
57-2022 BOND - FIRE TRUCK FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% 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	-	-	-	-	-	-	-

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							Budget Target 50%
24 -SAN JUAN E. D. C. FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	% RECEIV. EXPENDED
REVENUE SUMMARY							
SALES TAX REVENUE	1,537,643	657,819	-	(879,824)	142,631	137,986	42.78
OTHER REVENUE	1,300	35,269	-	33,969	6,361	7,179	2,712.97
OTHR FINANCING SOURCES/U	(104,593)	(51,895)	-	52,698	(8,619)	(8,802)	49.62
TOTAL REVENUES	1,434,350	641,192	-	(793,158)	140,373	136,363	(44.70)
EXPENDITURE SUMMARY							
SAN JUAN ECONOMIC DEV							
SALARIES & WAGES/BENEFIT	172,537	86,788	-	85,749	15,514	13,648	50.30
PURCHASED PROF/TECH SRVS	208,677	106,492	-	102,185	(10,117)	11,717	51.03
PUR PROP SRVS & OTH SRVS	96,284	52,907	-	43,377	4,066	14,054	54.95
SUPPLIES	24,800	7,192	-	17,608	1,029	1,406	29.00
CAPITAL OUTLAY	10,000	614	-	9,386	53	53	6.14
DEBT SERVICE	217,850	182,625	-	35,225	182,625	-	83.83
MISCELLANEOUS	704,202	120,761	-	583,441	2,752	36,875	17.15
SAN JUAN ECONOMIC DEV	1,434,350	557,379	-	876,971	195,923	77,752	38.86
OTHER PROJECTS							
MISCELLANEOUS	-	-	-	-	-	-	-
RETAIL INCENTIVES	-	-	-	-	-	-	-
OTHER PROJECTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,434,350	557,379	-	876,971	195,923	77,752	38.86
REVENUES OVER/(UNDER) EXPENDITURES	-	83,814	-	83,814	(55,550)	58,611	-

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29 -SAN JUAN ECONOMIC DEPNT. CORP FINANCIAL SUMMARY	BUDGET 2022-2023	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Feb-23	Mar-23	Budget Target 50% % RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	60	616	-	556	102	29	1,026.63
OTHR FINANCING SOURCES/U	104,827	51,895	-	(52,932)	8,619	8,802	49.51
TOTAL REVENUES	104,887	52,511	-	(52,376)	8,721	8,830	50.06
ORGANIZATIONAL EXPENSES							
DEBT SERVICE	102,022	89,212	-	12,809	89,212	-	87.44
ORGANIZATIONAL EXPENSES	102,022	89,212	-	12,809	89,212	-	87.44
TOTAL EXPENDITURES	102,022	89,212	-	12,809	89,212	-	87.44
REVENUES OVER/(UNDER) EXPENDITURES	2,865	(36,701)	-	(39,566)	(36,701)	8,830	(1,281.02)