



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

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

SAN JUAN CITY COMMISSION

Location: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard St.
San Juan, Texas 78589
Wednesday, May 31, 2023

SPECIAL CALLED MEETING AGENDA **6:00 PM**

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

V. PRESENTATIONS

A. Recognition of the Recipients of the San Juan Parks and Recreation Schools of the Year Award.
[Patrick Willingham, Director of Parks and Recreation]

B. Construction Update on New City Hall/Transit Terminal.

C. 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. APPOINTMENTS

- A. Consideration and Action to Appoint, Re-appoint and/or Remove one (1) Board Member of the San Juan Police Athletic Board. [Brenda Escalante, City Secretary]
- B. Consider Appointment of New Board Members to the City of San Juan - San Juan Princess and San Juan Queen. [Brenda Escalante, City Secretary]
- C. Consider Removal and Appointment(s) Related to the San Juan EDC Board. [Brenda Escalante, City Secretary]
- D. Consider Appointment of a member of the City Commission as Mayor Pro-Tempore.

VII. RESOLUTIONS

- A. Consider Resolution To Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC), the City of San Juan and Mosa Development, LLC. for the Mosa Multi-Family Subdivision. [Daniel Tijerina, Director of Planning]

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

- A. Consideration and Action to Release the Escrow for the Public Improvements of the Replat of Lot 5, Texas National Subdivision, as Requested by Melden & Hunt, Inc. [Daniel Tijerina, Director of Planning]
- B. Discussion and Possible Action to Contract TRIMAD Consultants, LLC. to provide Engineering Services for Tierra de Palmas Subdivision Water Service Upgrades. [Juan Carlos Martinez, Interim Director of Utilities]
- C. Discussion and Possible Action to Approve a Change Order to the New City Hall/Transit Terminal for the Gateway Monument in the Amount of \$500,000.00 and Authorize the Mayor to Execute all Related Documents.

- D. Discussion and Possible Action to Approve a Change Order to the New City Hall/Transit Terminal for the Canopies in the Amount of \$150,000.00 and Authorize the Mayor to Execute all Related Documents.
- E. Discussion and Possible Action Authorizing the Mayor to Enter into a Memorandum of Agreement Between the City of San Juan and the Lower Rio Grande Valley TPDES Stormwater Task Force Partnership, Inc. for Preparation of a Regional Texas Pollution Discharge Elimination System (TPDES) Stormwater Permit Application and Stormwater Plan for the Lower Rio Grande Valley TPDES Stormwater Task Force. [Israel Garza, Director of Sanitation]

IX. CONSENT AGENDA

- A. Consider Approval of City Commission Meeting Minutes:
 - January 10, 2023
 - May 8, 2023
- B. Consider Approval of the Tax Collection Report for the Month of March 2023. [Leroy Gonzales, Director of Finance]
- C. Consider Approval of the Tax Collection Report for the Month of April, 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; Discussion and Possible Action Regarding the Creation of an Arts District.
 - 2. Pursuant to Section §551.071, CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding Legal Issues Concerning the Non-911 Emergency Ambulance Services.

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 Meetings, and Requirements to Vote or Take Final Action in Open Meeting.
 - 1. Pursuant to Section §551.071, CONSULTATION WITH ATTORNEY; Discussion and

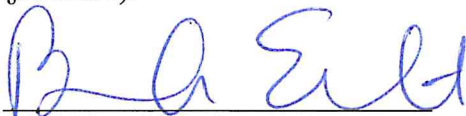
Possible Action Regarding the Creation of an Arts District.

2. Pursuant to Section §551.071, CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding Legal Issues Concerning the Non-911 Emergency Ambulance Services.

XII. ADJOURNMENT

CERTIFICATION

I certify that the above notice of the Special 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 26th day of May, 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



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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Brenda Escalante, City Secretary

DATE: 05/26/2023

SUBJECT: Recognition of the Recipients of the San Juan Parks and Recreation Schools of the Year Award. [Patrick Willingham, Director of Parks and Recreation]

Each year, the San Juan Parks and Recreation recognizes an Elementary School and a Middle School for their outstanding achievement and participation in our city's programs.



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Brenda Escalante, City Secretary

DATE: 05/26/2023

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 4,852 journal entries, issued 1,815 disbursement checks, 174 Bank Drafts and processed 2,817 payroll checks and direct deposits, through the months of April, 2023.

March Sales Tax 11.35% Increase of \$61,168 Compared to last year.

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

Reconciled 11 Bank Accounts

Budget Adjustments (31)

Budget Amendments (11)

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 7,155 water, 10,110 sewer and Brush 9,980 accounts.
- North Alamo Water Supply Corporation service 3,360 sewer accounts and Garbage and Brush 2,910 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	42
2. Meter information	24
3. Disconnect	70
4. Dead Meters Change	05
5. Past Due Notice	1,502
6. Cut Off Register	149
7. Cut List	17

Payments are made by

58 % 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 April, 2023.

• Purchase Orders Issued	2,225
• Purchase Order Changes/Voids	74
• Bid Openings	8
• Public Auction	1



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Brenda Escalante, City Secretary

DATE: 05/26/2023

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

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

Emergency Calls

A total of 104 Calls for the month of April 2023. (Please see attached report.)

- A Shift = 24
- B Shift = 42
- C Shift = 38

Med-Care Response

Due to COVID-19 Pharr EMS responded along with the Fire Department for a total of 24 calls for the month of March 2023. Pharr EMS has not submitted the monthly report.

County Calls

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

Volunteer Department

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

Fire Inspections

A total of 24 inspections were conducted in the month of April 2023. Please see attached for detailed information about each completed inspection.

Plan Reviews

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

- The Heights of Raul Longoria
- Paraiso Escondido
- La Cantera
- Artic Ice Subdivision I
- Twins Village Apartments
- Shops of Chavez Lot 6
- North Park Lexus Shop
- Basilica of Our Lady of San Juan – Maintenance Room

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 April 2023 to the Administration Office.

- A total of 144.3 Gallons of Unleaded
- A total of 649.6 Gallons of Diesel

72%

FIRE
Percentage of Total Incidents

21%

EMS
Percentage of Total Incidents

113

INCIDENTS
In Selected Time Slice

30

DAYS
In Selected Time Slice



Dec '22 Jan '23 Feb '23 Mar '23 Apr '23 May '23

Counts

% Rows

% Columns

% All

Week Ending	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	6/4/23	6/11/23	6/18/23	6/25/23	Total
(13) Mobile property (vehicle) fire		1												1
(16) Special outside fire		1												1
(30) Rescue, emergency medical call (EMS), other		1												1
(31) Medical assist	1	7		3	2									13
(32) Emergency medical service (EMS) incident	2	3	2	1	2									10
(33) Lock-In		1		1										2
(37) Electrical rescue					1									1
(41) Combustible/f... spills & leaks		1		1	1									3
(44) Electrical wiring/equipm. problem				1	27									28
(46) Accident, potential accident	1	1												2
(48) Attempted burning, illegal action			1											1
(51) Person in distress		1	1		2									4
(53) Smoke, odor problem		1	1											2
(54) Animal problem or rescue			1											1
(55) Public service assistance		2			1									3

Week Ending	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	6/4/23	6/11/23	6/18/23	6/25/23	Total
(60) Good intent call, other					1									1
(61) Dispatched and canceled en route		2		2	4									8
(65) Steam, other gas mistaken for smoke				3	1									4
(70) False alarm and false call, other		2	3	3	6									14
(73) System or detector malfunction		1	1		1									3
(74) Unintentional system/detect... operation (no fire)				1	1									2
NULL			1	1	6									8
Total	4	25	11	17	56									113

Fire Inspection April 2023

	Date	Name of Business	Address	Contact	Inspector
1	4/4/23	EL GRULLO DRIVE THRU, LLC,	912 E BUSINESS	Ricardo Lara	J. Salinas
2	4/4/23	ESTILO BARBER SHOP	912 E BUSINESS HWY	Jose Aguilar	J. Salinas
3	4/4/23	MEME'S DRIVE THRU	1809 N RAUL LONGORIA RD	Manuel Gonzalez	J. Salinas
4	4/5/23	PREMIER HIGH SCHOOL,	1202 E 83	Alma Prado	J. Salinas
5	4/5/23	CORAZONES DE ORO ADULT DAYCARE	130 E 83	Maria Martinez	J. Salinas
6	4/5/23	CASA DE LA BELLEZA	2203 N RAUL LONGORIA	Cecilia Rodriguez	J. Salinas
7	4/5/23	THE LEXINGTON ACADEMY	909 W 495	Alicia Salinas	J. Salinas
8	4/5/23	100% ANTOJITO MEXICANOS	105 S CESAR CHAVEZ, STE 6	Jose Mendez	J. Salinas
9	4/11/23	TACOS KISSI	5004 N RAUL LONGORIA RD	Oscar Kissi	J. Salinas
10	4/11/23	LAS CARINOSAS DRIVE THRU	4101 N VETERANS RD	Guadalupe Quintanilla	J. Salinas
11	4/11/23	R ANGELS LEARNING CENTER	200 W 83 EXPY, STE J	Marie Rangel	J. Salinas
12	4/12/23	ELIZABETH GONZALEZ DBA BRICKS N THANGZ	502 S NEBRASKA AVE	Miss Garcia	J. Salinas
13	4/18/23	REVIVALS AUTO SPA	2506 N RAUL LONGORIA, STE 4 RD	Saul Reyes	J. Salinas
14	4/18/23	J&S CONSTRUCTION MANAGEMENT, LLC	109 W DICKER RD,	Frank Trevino	J. Salinas
15	4/18/23	LA CURVA TAQUERIA	2912 N RAUL LONGORIA RD	Jose Uresti	J. Salinas
16	4/21/23	ONTIVEROS INSURANCE GROUP	2012 N RAUL LONGORIA RD, Ste D	Edgar Ontiveros	J. Salinas
17	4/24/23	CVS PHARMACY #4827	100 E 495,		J. Salinas
18	4/25/23	NUTRICION XTREMA	1209 E 495, Ste B	Manuel Garcia	J. Salinas
19	4/25/23	83 AUTO CREDIT LLC	100 W 83, Ste A	Javier Garcia	J. Salinas
20	4/26/23	STRIPES #40608H / 7- ELEVEN, INC	600 E 83	Norma Guerra	J. Salinas
21	4/26/23	STRIPES #40615H/ 7 ELEVEN, INC.	711 N NEBRASKA	Maria Navarro	J. Salinas
22	4/26/23	STRIPES #40614H / 7 ELEVEN, INC.	1701 N RAUL LONGORIA	Gerry Gonzalez	J. Salinas
23	4/26/23	STRIPES #40686H / 7 ELEVEN, INC	101 E NOLANA LOOP	Jose Calvo	J. Salinas
24	4/28/23	EMPALMES DESGRACIADOS (JARR, LLC)	2812 N RAUL LONGORIA RD, STE 3	Joana Rivera	J. Salinas
25					
26					
27					



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Brenda Escalante, City Secretary

DATE: 05/26/2023

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 **APRIL 2023**

STATISTICS: POLICE

• Calls for service:	2188
• Incident reports:	672
• Accidents:	159
• 911 Calls:	1991
• Patrol Citations Issued:	128
• Violations:	184
• Patrol & CID Arrests:	54
• CID Issued Warrants:	7

APRIL

CRIME STOPPERS:

- No board meetings were scheduled.

SAN JUAN POLICE PERSONNEL:

1- jailer Derrick De Leon was dismissed for policy violations

TELE-COMMUNICATORS:

- 2 are pending to pass state exams.

FLEET

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Jailer Transport Unit got severely damaged in the storm, \$11,780 to repair.

STATISTICS: ANIMAL CONTROL APRIL

- Calls for Service: 60
- Citations Issued:
 - Violations: 1

SPECIAL EVENTS:

- BLUE MASS for all first responders will be held at San Juan Basilica June 12, 2023 at 12:00 pm

Respectfully,

Leandro Sifuentes, Interim Chief of Police
San Juan Police Department
"A Commitment to the Future"



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Brenda Escalante, City Secretary

DATE: 05/26/2023

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 \$ 26,026.60

Defensive Driving 0

Deferred 1

Pre-Trials 5

Bench Trials 0

Scofflaw \$ 5,484.20

COLLECTIONS 2022 COLLECTIONS 2023

April - \$ 17,816.10 April - \$ 26,026.60

CITATIONS ISSUED 2022 CITATIONS ISSUED 2023

April - 47 April - 128

SCOFFLAW COLLECTIONS 2022 SCOFFLAW COLLECTIONS 2023

April - \$ 295.00 April - \$ 5,484.20

City Marshal - Warrants and Fines Collected \$ 3,034.00

Phone calls - 55 Warrants - 9 Warrants Issued - 121

Amnesty Program:

February - \$ 9,253.20

March - \$ 9,393.30

April - \$ 7,294.40

Total \$ 25,940.90

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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Brenda Escalante, City Secretary

DATE: 05/26/2023

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

Texas Drought Outlook

- 55% of Texas is in a drought (May 1, 2023)
- RGV is Abnormally Dry (No Change In the watershed)
- Falcon and Amistad are @ 28.45%
- STAGE II IS STILL IN FULL EFFECT

System Outlook

- Water Connections – 7,195
- Sewer Connections – 10,552 (3,299 NAWSC)

Water Treatment Facility

- Combined Gallons Treated: 66.959 MG
- Combined Gallons Produced: 67.044 MG

Water Treatment Facility No. 1

- 0.208 MG treated
- 23.471 MG delivered
- 22.06 MG Transferred from WTF No. 2
- 12.15 MG RAW (Reservoir)
- 0.0 MG Backwash
- 0 MG Well

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Water Treatment Facility No. 2

- 66.751 MG Treated
- 43.573 MG Delivered
- 22.06 MG Transferred to WTF No. 1
- 33.53 MG RAW (Reservoir)
- 2.32 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 – 01
- Locates - 07

Water Loss

- Reported – 255,000 gals
- Unreported – 34,000 gals

Hydrants

- Flushed – 20
- Repaired/Replaced – 0
- STAGE II WATER CONSERVATION STILL IN EFFECT

Valves

- Worked – 09
- Repaired/Replaced – 0

Utility Billing

- Work Orders –02

We Continue Our Hydrant and Valve Maintenance
10" Water Line Project Completed
One Vacancy – WD M
Wastewater Treatment Facility

- Treated – 64,080 MG
- Wetland – 1,184 MG
- 340 - Cubic Yards of Sludge Hauled to Landfill

Wastewater Collections

Work orders - 31

- Sewer Main Repaired – 0
- Sewer Backups Reported –18
- Sewer Backups Cleared – 18
- Odor Complaints – 03
- Locates – 09
- Replaced Manhole covers – 01
- Unauthorized Discharges - 0

Administration

Financials

- Administration – 75.29 %
- Water Treatment – 52.06 %
- Distribution: – 53.86 %
- Sewer Collection – 42.41 %
- Wastewater Treatment – 48.04 %

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.
- Alta Vista Subdivision Sanitary Sewer Improvement Plans 90% by TRIMAD Consultants LLC.
- Alta Vista Subdivision Water Line Improvement Plans 90% by TRIMAD Consultants LLC.

Certification

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

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MAY 31, 2023

Consideration and Action to Appoint, Re-appoint and/or Remove one (1) Board Member of the San Juan Police Athletic Board. [Brenda Escalante, City Secretary]

STAFF COMMENTS AND RECOMMENDATIONS:

The San Juan PAL Board has received Mr. Andrew Garza's resignation letter. Currently, staff is requesting that the nomination of a new member be taken into consideration in order to fill out his remaining term until April 25, 2024.

RECOMMENDATION:

Consider the appointment of one member to the San Juan Police Athletic League Board.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

BYLAWS FOR CITY OF SAN JUAN POLICE ATHLETIC LEAGUE

ARTICLE I

These bylaws constitute the code of rules adopted by the *City of San Juan Police Athletic League (PAL)* for the regulation and management of its affairs a Texas nonprofit corporation with an EIN #.

Section 1. Principal Office.

The principal office of the Corporation shall be located at 301 E. Ridge Road, San Juan, Texas 78589.

Section 2. Registered Office.

The registered office of the Corporation required by the Texas Nonprofit Corporation Act shall be maintained in the State of Texas and it may be, but need not be, identical with the principal office if located in the State of Texas. The address of the registered office of the Corporation may be changed from time to time as provided in the Texas Nonprofit Corporation Act.

Section 3. Registered Agent.

The Corporation shall maintain a registered agent in the State of Texas as required by the Texas Nonprofit Corporation Act. Such registered agent may be changed from time to time as provided by the Texas Nonprofit Corporation Act. The Corporation shall maintain a registered agent in such other states as may be required by applicable law.

ARTICLE II

Section 4. Purpose.

The Corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501© (3) of the Internal Revenue Code of 1986, as amended. The specific purpose and objectives of the Corporation shall include, but not be limited to, the following:

Mission Statement:

The City of San Juan Police Athletic League (PAL) is a youth crime prevention program that relies on providing civic, athletic, recreational, and educational opportunities and resources to cement a bond and create trust and understanding between police officers and youth.

A. The objectives of the PAL shall be to:

1. Provide opportunities for all youth(s) to participate in team sports in a safe, well-supervised environment.
2. Promote the ideals of a healthy lifestyle through reasonable exercise, good sportsmanship, fair play, teamwork and healthy eating habits in order to combat issues of child obesity
3. Aid in the spirit of compassion, friendship, sociability, good will and charity among the youth of the community.
4. Educate and train youth in the knowledge of various forms of art, both physical, athletic, and cultural, in literature, music, sports and public speaking etc.
5. Maintain a strong-non-competitive program for all beginning, special needs and skilled players.
6. Provide situations where players are competing within an appropriate skill level.
7. Provide opportunities for higher level competition for players whose skills can benefit from such competition.

B. All funds and property of PAL shall be used to promote the philanthropic, educational and physical objectives of PAL as herein set forth, and no part of the funds, income, net earnings or net profits of PAL (except for payment of necessary and reasonable expenses to carry out the objectives of PAL) shall ever inure to the benefit of any member, or the benefit of any private individual or private organization.

C. No substantial part of the activities of PAL shall be the carrying on of propaganda/misinformation, or otherwise attempting to influence legislation, and PAL shall not participate in, or intervene in (including the publishing or

distribution of statements) any political campaign on behalf of any candidate for public office.

ARTICLE III

Section 5. Board of Directors

(1) Powers

The Board of Directors (Directors) of this Corporation is vested with the management of the business and affairs of this Corporation, subject to the Texas Business Organizations Code, the Certificate of Formation, and these bylaws.

(2) Qualifications

Directorships shall not be denied to any person on the basis of race, creed, sex, religion, or national origin. Employees of the Corporation are ineligible to serve on the Board of Directors.

(3) Number of Directors

The business affairs, activities, and property of the Corporation shall be managed, directed, governed, and controlled, and the powers of the Corporation shall be vested in and exercised by a Board of Directors composed of not less than three (3) nor more than eleven (11) members.

Upon majority resolution of the Board of Directors, the number of Directors may be increased or decreased from time to time, but in no event shall a decrease have the effect of shortening the term of an incumbent Director, or decreasing the total number of Directors to less than three Directors. Until the first meeting for electing the Directors occurs, the initial Board of Directors shall consist of the persons listed in the Certificate of Formation as constituting the initial Board.

(4) Term of Directors

Members of the Board of Directors shall serve for two (2) years and shall be eligible for reappointment for a total of no more than six (6) consecutive years. A Director may succeed himself for only one consecutive term.

(5) Election of Directors

Elections for Directors filling expired terms shall be held at the last meeting of the fiscal year. Any directorship to be filled by reason of an increase in the number of Directors shall be filled at the next regular meeting of the Board of Directors or at a special meeting called for that purpose. When a re-appointment or replacement is made, the re-appointment or replacement shall be considered effective on the date that the prior term expired (i.e., the new term does not begin on the date of the election). Board members whose terms have expired may continue serving until they are either re-appointed or until their successors are chosen.

(6) Staggered Terms *(optional)*

There shall be staggered terms of office for Directors so that one-third of the directorships shall be up for election each year (or if the number does not evenly divide by thirds, the board shall be divided as close to thirds as possible). The system for staggered terms of office shall be implemented as follows: At the meeting of the Board of Directors at which these bylaws are adopted there shall be a drawing in order to determine the initial terms of the Directors.

[The following clause is for boards with five original members, adjust accordingly for boards with more members]. After the drawing, one board member shall have an initial term of one year, two board members shall have terms of two years, and two board members shall have terms of three years. The minutes of this board meeting shall show the results of the drawing. Initial directors serving less than a full three-year term as their initial term (i.e., directors who draw a one-year term or two-year term), shall be considered to have served a full three-year term for purposes of the limits on more than two successive terms.

(7) Resignation

Any Director may resign at any time by delivering written notice to the Secretary or President of the Board of Directors. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice by a majority of the entire Board of Directors, at a Regular or Special Meeting called for that purpose.

(8) Removal

Any Director may be removed without cause, at any time, by a majority of the entire Board of Directors, at a Regular or Special Meeting called for that purpose. Any Director under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

(9) Vacancies

Vacancies shall be filled by majority vote of the remaining members of the Board of Directors, though less than a quorum and the Director filling the vacancy shall serve for the remainder of the term of the directorship that was vacated. Vacancies shall be filled as soon as practical. Any Director may make nominations to fill vacant directorships.

(10) Compensation

Directors shall not receive any salaries or other compensation for their services, but, by resolution of the Board of Directors, may be reimbursed for any actual expenses incurred in the performance of their duties for the Corporation, as long as a majority of disinterested Board of Directors approves the reimbursement. The Corporation shall not loan money or property to, or guarantee the obligation of, any Director.

ARTICLE IV

Section 6. Committees

(1) Executive Committee

The President, Vice President, Treasurer, and Secretary of the Corporation shall constitute the executive committee. The executive committee shall have the authority to act on behalf of the Corporation in between Regular Meetings of the Board of Directors. The Board of Directors must validate the actions of the executive committee at its next Regular or Special Meeting. Any such action not so validated will not be legally binding on the Corporation. The President shall act as chairperson of the executive committee. A majority of the Executive Committee shall constitute a quorum for the transaction of business, and all decisions shall be by majority vote of those present.

(2) Standing Committees & Memberships

The Corporation shall have three standing committees which shall assist the Board of Directors in carrying out the management of the Corporation: The Finance and Resource Management Committee, the Development Committee, and the Nomination or Program Committee.

The Board of Directors shall appoint the members of each committee. Each standing committee shall have at least 1 Directors as members, and the Directors must comprise a majority of the committee membership. Employees of the Corporation and members of the community may also be appointed to serve as committee members. Committees shall meet upon call of the Board of Directors or the chair of the Committee, review the activities of the Corporation in the Committee's respective areas, and make recommendations to the Board of Directors for the Board's final approval.

The Treasurer of the Corporation shall serve as the Chair of the Finance and Resource Management Committee. Other standing committees shall elect a Chair by a majority vote. The Chair of each committee shall ensure that minutes of the committee meetings are taken and present a copy of the minutes to the Secretary within the two weeks following the meeting. Committee meetings shall be open to all members of the Board of Directors.

- (a) The Finance and Resource Management Committee shall assist the Executive Director in preparing and presenting the annual budget to the Board of Directors, make necessary investment choices, and generally protect the soundness of the corporation's finances and fiscal operations.
- (b) The Development Committee shall be responsible for fundraising and capital campaigns, public relations, maintaining the visibility of the corporation, and governmental relations.
- (c) The Nomination or Program Committee shall be responsible for planning, developing, and evaluating the Corporation's programs and nomination of new members.

(3) Youth Membership for Participating

Regular Membership:

Any person who is a parent or guardian of a child registered in a sports program, or who acts as a head coach or assistant coach, or who holds an elected or appointed position in PAL, shall be a member of PAL for a period of twelve (12) months following registration, election or appointment by the board of directors.

2. Participating Membership:

- a) Youth Member(s) – Any youth from 4 to 5 years of age inclusive.
- b) Juniors Member(s) – Any youth 6 to 10 years of age inclusive.
- c) Senior Member(s) – Any youth 10 to 18 years of age inclusive.

3. Honorary Membership:

- a) Any distinguished person, or one who has performed an outstanding service to PAL, may be granted an Honorary Membership on approval of the Board of Directors.

B. Each class of membership shall receive a suitable certificate or insignia.

C. All fees for the above memberships (if applicable) shall be determined by the Board of Directors.

D. Rules/Guidelines Committee:

The Board of Directors may from time to time designate and appoint additional standing or temporary committees by majority vote of the Board of Directors. Such committees shall have and exercise such prescribed authority as is designated by the Board of Directors. The Directors may authorize these committees to exercise any powers, responsibilities, and duties consistent with the Certificate of Formation and these bylaws.

- 1. The Rules/Guidelines Committee can establish, interpret and enforce rules and guidelines as long as they are consistent with these By-Laws.
- 2. Rules and guidelines should be put in writing and should be presented to the Board of Directors at the next monthly meeting.

3. Whenever rules or guidelines conflict with the By-laws, the By-laws shall apply.

The following sports/recreational programs and associated with educational crime prevention activities will be offered by PAL Annually but not limit to:

- Sports and Activities – PAL gives children the opportunity to become involved in team sports and activities as early as the age of 4 years old, and up to the age of 18. There are various choices for the children to select from, each of which promotes healthy interaction between youth, law enforcement, and the community.
- Baseball/Softball/T-Ball – PAL provides competitive and instructional programs for baseball, softball, and T-ball for boys and girls ages 4 to 18 years old. T-ball is a co-ed sport available to children ages 4 to 6 years old. Baseball is available for boy's ages 7 to 16 years old. Softball is available to girl's ages 7 to 18 years old. Registration for T-ball, Baseball, and Softball begins February 1st of each year.
- Track and Field – PAL track and field registration begins every May 1st. The track and field program is made up of both competitive and instructional levels. The boys and girls age group ranges from ages 4 to 18 years old. Both boys and girls will under the (TAAF) Texas Amateur Athletic Federation with the opportunity to advance to the Games of Texas.
- Boxing – PAL boxing is open to boys and girls ranging in ages from 9 years old through 18 years old. This program is run from our state of the art boxing facility located at TBA. This program runs year round. The program is instructed by volunteers with years of boxing experience.

Flag Football – The PAL Flag Football program is open to boys and girls ranging in ages from 6 to 14 years old. Registration for this program begins August 1st of every year.

Golf – The PAL golf program is associated with the First Tee of Spring Time in Pharr, Texas. This program is open to members ranging in ages from 8 to 14 years old. The program is run at various locations in the city. Registration for this program begins February 1st of every year. For more information please contact the PAL office.

Swimming – This program is offered to youth ranging in ages 4-18 years old. This program runs during the summer. Certified swim instructors along with life guards provide safe learn to swim lessons. Participants will also have the opportunity to compete in the TAAF (Texas Amateur Athletic Federation) program with the opportunity to advance to the Games of Texas.

Special Olympics Unified Sports and Artistic Youth – PAL, in partnership with RGV Special Olympics, offers a variety of sports for special needs children ages 8 to 18. Along with the athletes, this program also registers non-special needs children as partners, who play alongside the athlete as a mentor. Our Special Olympics Unified Sports Program offers basketball, volleyball, softball, track and field etc. Registration for this program is open year round.

ARTICLE V

Section 7. Code of Ethics.

The corporation and its Directors and Employees will comply with the Corporations Code of Ethics, attached as Exhibit A.

ARTICLE VI

Section 8. Board Meetings.

(1) Place of Board Meetings

The annual, regular, or special meetings of the Board of Directors or any committee designated by the Board shall be held at the principal office of the Corporation or at any other place within city of San Juan, Texas that the Board of Directors or any such committee, as the case may be, may designate from time to time.

(2) Annual, Regular and Special Meetings

Annual Meetings

The annual meeting of the Board of Directors shall be held on the second Monday in September of each year unless the Directors by resolution designate a different time.

Regular Meetings

In addition to the annual meeting, regular meetings of the Board of Directors or any committee designated by the Board shall be held at least eleven (11) times annually and at such more frequent intervals as the Board of Directors or any such committee, as the case may be, may designate as deemed necessary by the Board of Directors.

Special Meetings

Special meetings of the Board of Directors or any committee designated by the Board may be called at any time by the President of the Board of Directors, and shall be called by the President upon receipt of the written request of any two (2) of the directors. In addition, the chairperson of any committee designated by the Board or the President may call a special meeting of such committee and a special meeting shall be called by

the chairperson of such committee upon receipt of the written request of two of the members of such committees.

(3) Notice of Board Meetings

Written notice of the Regular Membership shall be given either personally, personally by telephone, email, or by sending a copy of the notice through the United States mail or by facsimile or other electronically transmitted messaging, to the address of each director appearing on the books of the Corporation. The business to be transacted at or the purpose of, any annual, regular, or special meeting of the Board of Directors or any committee shall be specified in the notice of such meeting.

- A. Notice of each annual meeting of the Board of Directors, setting forth the time and place of the meeting, shall be given to each director not less than ten (10) days prior to the time fixed for the meeting.
- B. Notice of the regular meetings of the Board of Directors or any committee designated by the Board need not be given.
- C. Notice of each special meeting of the Board of Directors or any such committee, setting forth the time and the place of the meeting, shall be given to each director not less than no more than three (3) days, nor less than twenty-four (24) hours prior to the time fixed for the meeting

The Board of Directors, in the alternative, may provide notice through other means such as by posting notice in a conspicuous place at the principal office of the Corporation, newsletter, newspaper, church bulletins, or such additional means as the Board of Directors shall deem effective.

(4) Waiver of Notice

Attendance by a Director at any meeting of the Board of Directors for which the Director did not receive the required notice will constitute a waiver of notice of such meeting unless the Director objects at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called or convened.

(5) Quorum

Meetings of the Board shall be a quorum when at least one-third (1/3) of the voting members of the Board are present for the purposes of convening a meeting or conducting business. At Board meetings where a quorum is present, a majority vote of the Directors attending shall constitute an act of the Board unless a greater number is required by the Certificate of Formation or by any provision of these bylaws.

(6) Actions without a Meeting

Any action required or permitted to be taken by the Board of Directors under the Texas Non-Profit Corporation Act, the Certificate of Formation, and these bylaws may be taken without a meeting, if *[enter either all or a majority of Directors]* individually and collectively consent in writing, setting forth the action to be taken. Such written consent shall have the same force and effect as a unanimous vote of the Board.

(7) Open Meetings

Meetings shall be open to the general public, except when personnel, real estate, or litigation matters are being discussed.

(8) Proxy Voting Prohibited

Voting by proxy shall be permitted for issues deemed appropriate by the Board. The absent voting member shall cast a written vote and deliver it to the chairperson in advance of the meeting. If the absent member can ultimately attend, or if the issues at the meeting differ from that voted upon by the written proxy, the proxy becomes ineffective. Board members may also grant authority to individuals whom they feel will represent their interests. Such proxies are revocable until they are voted, unless there is a specific contractual agreement to the contrary.

ARTICLE VII

Section 9. Officers.

(1) Roster of Officers

The Corporation shall have a President, Vice President, Secretary, and Treasurer. The Corporation may have, at the discretion of the Board of Directors, such other officers as may be appointed by the Directors. One person may hold two or more offices, except those serving as President or Secretary.

(2) Election and Removal of Officers

All officers shall serve one-year terms. The election shall be conducted at the Board of Directors' first meeting of the fiscal year and following the election of the new Board of Directors filling expired terms, or as soon as practical thereafter. Officers shall remain in office until their successors have been selected. Officers may serve consecutive terms without limit. The election of officers shall be by majority vote of the Board of Directors attending the meeting.

(3) Vacancies

If a vacancy occurs during the term of office for any elected officer, the Board of Directors shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote of Directors present.

(4) President

- The San Juan PAL Board President will always be the >>>>>>>>>who will supervise and control the affairs of the Corporation and shall exercise such supervisory powers as may be given by the Board of Directors.
- The President will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the Board of Directors. The President shall preside at all board meetings and shall exercise parliamentary control in accordance with **Roberts Rules of Order**.
- The President shall serve as an ex-officio member of all standing committees, unless otherwise provided by the Board of Directors or these bylaws.
- The President shall, with the advice of the Board of Directors and in accordance with the requirements of these bylaws, set the agenda for each meeting of the Board of Directors.

(5) Vice President

- The Vice President shall act in place of the President in the event of the President's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the board.
- The Vice President shall serve as the parliamentarian and interpret any ambiguities of the bylaws.

(6) Secretary

- The Secretary will perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Certificate of Formation, or by these bylaws.
- The Secretary shall attest to and keep the bylaws and other legal records of the Corporation, or copies thereof, at the principal office of the Corporation.
- The Secretary shall take or ensure that someone takes minutes of all meetings of the committees and Board of Directors, and shall keep copies of all minutes at the principal office of the Corporation.

- The Secretary shall keep a record of the names and addresses of the Directors at the principal office of the Corporation.
- The Secretary shall, with the approval of the Board of Directors, set up procedures for any elections held by the Corporation. The Secretary shall keep a record of all votes cast in such elections.
- The Secretary shall ensure that all records of the Corporation, minutes of all official meetings, and records of all votes, are made available for inspection by any member of the Board of Directors at the principal office of the Corporation during regular business hours.
- The Secretary shall see that all notices are duly given in accordance with these bylaws or as required by law.
- The Secretary shall see that all books, reports, statements, certificates, and other documents and records of the Corporation are properly kept and filed.
- In the case of the absence or disability of the Secretary, or the Secretary's refusal or neglect to fulfill the duties of Secretary, the Vice President shall perform the functions of the Secretary.

(7) Treasurer

- * The Treasurer will have charge and custody of all funds of the Corporation, will oversee and supervise the financial business of the Corporation, will render reports and accountings to the Directors as required by the Board of Directors, and will perform in general all duties incident to the office of Treasurer and such other duties as may be required by law, by the Certificate of Formation, or by these bylaws, or which may be assigned from time to time by the Board of Directors.
- * The Treasurer shall give to the Corporation a bond with one or more sureties for the faithful performance of the duties of the office and for the restoration to the Corporation--in the case of his or her death, resignation, retirement, or removal from office--all books, papers, vouchers, money, and other property of whatever kind in his or her possession or under his control belonging to the Corporation. The amount of the bond shall be determined by the Board of Directors.
- * The Treasurer and the staff of the Corporation shall devise a plan providing for the acceptance and disbursement of all funds of the Corporation which shall be approved by the Board of Directors.

- * The Treasurer, with the approval of the Board of Directors, shall set up all checking, savings, and investment accounts of the Corporation and deposit all such funds in the name of the Corporation in such accounts.
- * The Treasurer's signature shall be the authorized signature for all checking, savings, and investment accounts of the Corporation unless the Treasurer, with the approval of the Board of Directors, designates another member of the Board of Directors or employee of the Corporation as the authorized signatory for a particular type of disbursement.
- * The Treasurer shall prepare a monthly report for the Board of Directors, providing an accounting of all transactions and of the financial conditions of the Corporation.
- * The Treasurer shall keep all financing records, books, and annual reports of the financial activities of the Corporation at the principal office of the Corporation and make them available at the request of any Director or member of the public during regular business hours for inspection and copying.

ARTICLE VIII

Section 10. Members

(1) Eligibility

All residents or employees of the City of San Juan, Texas who are eighteen years of age or older are eligible for membership in the Corporation when nominated by a member of the Board of Directors.

(2) Rights of Members

Each member of the Corporation shall be entitled to one vote on each matter submitted by the Board of Directors to a vote at a Regular or Special Membership meeting, except to the extent that the voting rights are limited or denied by the Certificate of Formation. No member shall be entitled to any dividend or any part of the income of the Corporation or to share in the distribution of the corporate assets upon dissolution. The Board of Directors has the discretion to decide which, if any, matters shall be submitted to the members for a vote, except that the following decisions will always be submitted to the membership for a vote: dissolution of the corporation, merger or consolidation with another corporation, sale of substantially all the corporations assets, and most amendments to the corporations certificate of formation. *[Under Texas law, the above items must be submitted to members for a vote, except that some minor amendments to*

The certificate of formation does not require a vote by the members. See the Texas Business Organizations Code for more information].

(3) How the Membership can legally Act

The membership may act only at a properly called meeting of the membership where a quorum is present. At such a meeting, a vote of a majority of the members in attendance shall be an act of the membership, except that a two-thirds majority of the members in attendance shall be required for the following: dissolution of the corporation, merger or consolidation with another corporation, sale of substantially all the corporations assets, and most amendments to the corporations certificate of formation *[state law requires two-thirds vote for these items unless the percent is changed in the certificate of formation]*. The attendance of *[2/3 board percent here]* members shall constitute a quorum for the conduct of business at either a Regular or Special Membership Meeting.

(4) Enrollment of Members

The Board of Directors shall adopt a membership application form. The application form shall require the name, address, and telephone number of each applicant. There shall be a space for the secretary to sign certifying that the secretary believes the applicant to be eligible for membership. The applicant becomes a member upon the secretary's signature of the application form. The secretary shall keep an up-to-date membership list.

Section 11. Rules of Procedure

ARTICLE IX

The proceedings and business of the Board of Directors shall be governed by **Robert's Rules of Parliamentary Procedure** unless otherwise provided herein.

ARTICLE X

Section 12. Executive/Athletic Director

The Board of Directors may, upon resolution, appoint an Executive/Athletic Director to serve at the board's discretion and to carry out whatever tasks the board from time to time resolves. The Executive/Athletic Director shall be paid an annual salary set by the Board of Directors. Subject to such supervisory powers as are vested in the Board of Directors, the Executive Director shall hire, supervise, direct, and control the business of the Corporation and actively manage its business, and shall have such other powers and duties as may be prescribed by the Board of Directors or by these bylaws. The Executive/Athletic Director may engage in negotiations

involving commitments of the resources of the Corporation or the acceptance of money or resources by the Corporation in furtherance of the purposes of the Corporation as set out in the Articles of Incorporation and these bylaws. The Executive/Athletic Director shall generally be expected to attend all meetings of the Board of Directors and meetings of the general membership.

ARTICLE XI

Section 13. Indemnification

(1) Insurance

The Corporation will provide indemnification insurance for its Board members, and the Board shall select the amount and limits of such insurance policy.

(2) Indemnification

To the extent permitted by law, any person (and the heirs, executors, and administrators of such person) made or threatened to be made a party to any action, suit, or proceeding by reason of the fact that he is or was a Director or Officer of the Corporation shall be indemnified by the Corporation against any and all liability and the reasonable expenses, including attorney's fees and disbursements, incurred by him (or by his heirs, executors or administrators) in connection with the defense or settlement of such action, suit, or proceeding, or in connection with any appearance therein.

(3) Limits on Indemnification

Notwithstanding the above, the corporation will indemnify a person only if he acted in good faith and reasonably believed that his conduct was in the corporation=s best interests. In the case of a criminal proceeding, the person may be indemnified only if he had no reasonable cause to believe his conduct was unlawful.

ARTICLE XII

Section 14. Operations

(1) Execution of Documents

Unless specifically authorized by the Board of Directors or as otherwise required by law, all final contracts, deeds, conveyances, leases, promissory notes, or legal written instruments executed in the name of and on behalf of the Corporation shall be signed and executed by the Executive Director and the President (or such other person designated by the Board of Directors), pursuant to the general authorization of the Board.

All conveyances of land by deed shall be signed by the President or two other members of Executive Committee and must be approved by a resolution of the Board of Directors.

(2) Disbursement of Funds

Financial Transactions which have a value of *[insert value here]* or more shall require majority approval of the Board of Directors or Executive Committee if a majority of the Board of Directors is not immediately available to vote on the transaction. In all other transactions, the Executive Director may dispense with the funds of the Corporation in accordance with the annual budget approved by the Board of Directors and the purposes of the Corporation as set out in the Certificate of Formation and these bylaws.

Notwithstanding the above, all checks of more than \$500 disbursing funds from any of the Corporations accounts shall require the signatures of at least two of the following: the Executive/Athletic Director, President, Vice President, Secretary, or Treasurer.

(3) Procurement Policy

The Corporation shall abide by its procurement policy, set forth in Financial Policies____.

(4) Records

The Corporation will keep correct and complete records of account and will also keep minutes of the proceedings of the Board meetings and Committees. The Corporation will keep at its principal place of business the original or a copy of its bylaws, including amendments to date certified by the Texas Secretary of the Corporation *[add if members: and a membership roster giving the names and addresses of members.]*.

(5) Inspection of Books and Records

All books and records of this Corporation may be inspected by any Director for any purpose at any reasonable time on written demand. The corporation shall keep correct

and complete books and records of account and shall keep minutes of the proceedings of all meetings of its board of directors, a record of all actions taken by board of directors without a meeting, and a record of all actions taken by committees of the board. In addition, the corporation shall keep a copy of the corporation's Articles of Incorporation and Bylaws as amended to date.

(6) Loans to Management

The Corporation will make no loans to any of its Directors or Officers.

(7) Amendments

The Board of Directors may adopt amendments to the Certificate of Formation by a vote of two-thirds of Directors present at a meeting where a quorum is present. The bylaws may be amended at any time by a vote of the majority of Directors at a meeting where a quorum is present.

(8) Fiscal Year

The fiscal year for the Corporation will be *October 1 to September 30*.

(9) Audit

The Corporation shall have an annual audit to be completed by *September 30* of each year for the previous fiscal year.

(10) Dissolution

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of by the District Court of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

Section 15: Certification

I hereby certify that these bylaws were adopted by the Board of Directors of the *City of San Juan Police Athletic League (PAL)* at its meeting held on *TBA*.

PAL Director

Board President

----- Forwarded message -----

From: **Mario Garza** <mgarza@sjtx.us>

Date: Fri, Mar 31, 2023 at 5:27 PM

Subject: Fwd: PAL

To: Ruben Guajardo <rguajardo@sjtx.us>

Sent from my iPhone

Begin forwarded message:

From: Drew

<drewg1187@hotmail.com>

Date: March 31, 2023 at 5:20:59 PM
CDT

To: mgarza@sjtx.us

Subject: PAL

Good evening, thank you for the opportunity to serve as PAL board member. Effective 3/31/23, I will be resigning.

Thank you,
Drew



City of San Juan

Application for Appointment

RECEIVED
MAY 09 2023
BY: Brenda E. J.

Date: May 8, 2023

Board / Commission / Committee: SAN JUAN Police Athletic League

Name: Diana Almaguer

Mailing Address: 2108 Sunset Drive, San Juan, TX 78589

Preferred Phone and Fax: 956-588-6993

Employer: BCHS HHS / UTREGV

Occupation: Regional Director / Professor

Email Address: dpalmaguer@gmail.com

Are you or can you be qualified to vote in a City of San Juan Election? Yes

Are you a City of San Juan resident? ☒ Yes ☐ No How long? 24 years

Have you ever represented any other private person, group or entity for compensation before the City Commission or any department, commission, board of committee within the last three years? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in any contract with the City? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in the sale to the city of any land, materials, supplies or service? ☐ Yes ☒ No

List of professional or social membership(s)

Palmer Drug Abuse Program - board member
Pharr Sunrise Kuranis - member
San Juan Community Lions Club

Experience/ Knowledge Pertaining to Board/ Commission/ Committee of Interest:

Current and past board experience
experience in strategic planning and fundraising

Application will be kept on file for two (2) years: thereafter applicants must reapply. Applications may be faxed (956) 787-5978, mailed to the City Secretary (709 S. Nebraska, San Juan, TX 78589) or emailed to City Secretary Brenda Escalante at: bescalante@sjtx.us



City of San Juan

Application for Appointment

RECEIVED
MAY 09 2023
BY: Brenda E.

Date: May 8, 2023

Board / Commission / Committee: San Juan Police Athletic League

Name: Ignacio Almaguer

Mailing Address: 2108 Sunset Drive, San Juan, TX 78589

Preferred Phone and Fax: 956-961-8917

Employer: Kemper Life

Occupation: Insurance Agent

Email Address: iaalmaguera@gmail.com

Are you or can you be qualified to vote in a City of San Juan Election? ☒ Yes

Are you a City of San Juan resident? ☒ Yes ☐ No How long? 45 years

Have you ever represented any other private person, group or entity for compensation before the City Commission or any department, commission, board of committee within the last three years? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in any contract with the City? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in the sale to the city of any land, materials, supplies or service? ☐ Yes ☒ No

List of professional or social membership(s)

Prior Sunrise Kiwanis
Lt Governor Region 11 Kiwanis International
San Juan Community Lions Club

Asst. Rabban-Shriners International

Experience/ Knowledge Pertaining to Board/ Commission/ Committee of Interest:

Assisted in the opening of wrestling team with P.A.L. Athletic League
Have served in various boards including the RGV Food Bank as Board President
Have fundraising experience - Familiar with strategic planning

Application will be kept on file for two (2) years: thereafter applicants must reapply. Applications may be faxed (956) 787-5978, mailed to the City Secretary (709 S. Nebraska, San Juan, TX 78589) or emailed to City Secretary Brenda Escalante at: bescalante@sjtx.us

San Juan Police Athletic League

#	NAME	POSITION	EMPLOYMENT/ BUSINESS	INITIAL TERM	INITIAL DATE	DATE TERM EXPIRES	MOBILE NUMBER	EMAIL ADDRESS	ADDRESS
1	Gilbert Garza	President	PSJA ISD	2 Yrs.	12/10/2019	4/25/2024	(602) 441-1111	gilbertgarza1267@hotmail.com	1111111111
2	Andrew Garza	Vice-President	PSJA ISD	2 Yrs.	12/10/2019	4/25/2024	(602) 441-1111	drewg1187@hotmail.com	1111111111
3	Moy Vazaldua	Secretary	CITY OF PHARR	2 Yrs.	12/10/2019	4/25/2024	(602) 441-1111	vazaldua309@yahoo.com	1111111111
4	Charlie Villegas	Treasure	PSJA ISD	2 Yrs.	12/10/2019	4/25/2024	(602) 441-1111	cv0409@yahoo.com	1111111111
5	Pablo Trevino	Member	RAY'S AUTO PARTS	2 Yrs.	12/10/2019	4/25/2024	(602) 441-1111	pablotrevino99@yahoo.com	1111111111

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MAY 31, 2023

Consider Appointment of New Board Members to the City of San Juan - San Juan Princess and San Juan Queen. [Brenda Escalante, City Secretary]

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Appointment of New Board Members to the City of San Juan - San Juan Princess and San Juan Queen.

RECOMMENDATION:

Approved as recommended by the City Commission.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MAY 31, 2023

Consider Removal and Appointment(s) Related to the San Juan EDC Board. [Brenda Escalante, City Secretary]

STAFF COMMENTS AND RECOMMENDATIONS:

The Corporation shall have a board of directors in which all powers of the corporation shall be vested and which shall consist of seven (7) directors who are appointed by the governing body of the eligible city for two-year terms of office.

RECOMMENDATION:

Approved as Recommended by the City Commission.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

**BYLAWS
OF
SAN JUAN ECONOMIC DEVELOPMENT CORPORATIONS**

SECTION I: OFFICES

1.01 – Registered Office and Agent: San Juan Economic Development Corporation (hereinafter the “Corporation”) shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office identical with such registered office, as required by the Texas Non-Profit Corporate Act. The Board of Directors may from time to time, change the registered agent and/or address in these Bylaws and in the Articles Incorporation.

1.02 – Principal Office: The registered office of the Corporation is located ¼ Mile North San Juan Road and at such address is the Corporation whose mailing address is the same address.

SECTION II: PURPOSE AND POWER

2.01: The Corporation is a non-profit corporation specifically governed by Sec. 4B of the Texas Development Corporation Act of 1979, Tex. Rev. Civ. Ann. Art. 5190.06, as amended, (hereinafter referred to as “The Act”). The purpose of the SJEDC is to promote, encourage, and enhance the creation of jobs in San Juan through projects which assist in retention and expansion of existing local business and industry, attract new businesses and industries by assisting in their development and growth in accordance with the Articles of Incorporation and The Act.

2.02: The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of this State to nonprofit corporation incorporated under the Texas Non-Profit Act, as amended (Art. 1396-1.01 et seq. Vernon’s Texas Civil Statutes); but to the extent that the provisions of the general laws are in conflict or inconsistent with The Act, The Act prevails. In addition, the corporation shall have the powers to pursue projects as stated in Sec. 2 of The Act.

2.03: However, the Corporation’s purpose shall be limited to those allowed by Internal Revenue Code 501(c)(3). However, any and all powers created by or undertaken by the Corporation shall be limited to those powers extending from Internal Revenue Code 501(c)(3). Any asset, of whatever nature or source, received, earned, or paid to the Corporation shall be permanently dedicated to the purpose(s) dictated by Internal Revenue Code 501(c)(3).

2.04: The purpose for which the corporation is organized are exclusively religious, charitable, scientific, literary and educational within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.

2.05: Notwithstanding any other provisions of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal Income tax under section 501(c)(3) of the Internal Revenue code of 1986 of the corresponding provision of any future United States Internal Revenue law.

2.06: Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c)(3) of the Internal Revenue Code of 1986, or corresponding.

SECTION III: BOARD OF DIRECTORS

3.01 - Membership: The Corporation shall have a board of directors in which all powers of the corporation shall be vested and which shall consist of seven (7) directors who are appointed by the governing body of the eligible city for two-year terms of office. Three directors shall be persons who are not employees of the governing body of the eligible City, as per Sec. 4Bc of the Act of 1979. 4B Law requires that appointed members be residents of the eligible city in which the board was created and shall serve.

3.02 – At-Will Membership and Vacancies: A director may be removed by the governing body of the eligible city at any time without cause. Vacancies on the Board shall be filled by the governing body of the City as per Section 3.01 of the Bylaws.

3.03 – Place of Meetings: The board shall conduct all meetings within the boundaries of the eligible city as determined by a majority of the directors.

3.04 – Regular Meetings: A majority of the board shall determine the date and time of all regularly scheduled meetings and ensure for proper posting requirements for such meeting as stipulated in the Texas Open Meetings Act Chapter 551 of the Texas Government Code.

3.05 – Special Meetings: Special meetings of the Board may be called by the President on three days' notice to each director, and upon public notice as provided in Section 4.01 herein below, and shall be called by the President or Secretary also on three days' notice to each director and upon public notice as provided in Section 4.01 herein below, on written request of two directors. Emergency meetings shall be called by the President on two hours' notice, but only upon compliance with the public notice requirements as provided by Section 4.01 herein below.

3.06 – Attendance: Regular attendance of the Board meetings is required of all Directors. The following number of absences may constitute the need for replacement of a Director: three (3) consecutive absences or attendance of only

50% of total number of meetings held within one (1) year can constitute removal of a director of the board.

3.07 – Quorum: At all meetings of the Board, the presence of a majority of the directors shall be necessary for the transaction of business. A quorum shall be a majority (4) of the fixed number of directors (7) as set in these bylaws. The act of majority of the directors present at any meeting at which there is a quorum shall be the act of the Board. As per the Texas Open Meetings Act, a meeting may not be convened unless a quorum of the board is present in the meeting room.

3.08 – Director Compensation: Directors, as such, shall receive no compensation for services rendered as directors, but shall be reimbursed for all reasonable expenses incurred in performing their duties as directors.

3.09 – Committees: The Board may by resolution or resolutions adopted by the Board, establish one or more committees, each committee to consist of two or more of the directors of the Corporation. Such committee or committees shall have such name or names, as such powers, as may be determined from time to time by resolution adopted by the Board.

3.10 – Committee Minutes: The committee shall keep regular minutes of their proceedings and report the same to the Board when required.

SECTION IV: NOTICES

4.01 – Open Meetings Act: The Board, all actions of the Board, all meetings of the Board, whether regular, special, or emergency, and all meetings of committees of the Board shall be subject to the public notice requirements of the Texas Open Meetings Act, Chapter 551 Texas Government Code.

4.02 – Notice to Directors: Whenever under the provisions of any statute of these Bylaws, notice is required to be given to any director, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail addressed to such director at such address as appears on the books of the Corporation, and such notice shall be deemed to be given at the time when the same shall be thus mailed.

4.03 – Waiver of Notice By Directors: Whenever any notice is required to be given to a director under the provisions of any statute or of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, be deemed equivalent thereto.

SECTION V: OFFICERS OF THE BOARD

5.01 – Officer Selection: The officers of a corporation shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and such other officers and

assistant officers as may be deemed necessary by the board. All officers shall be appointed Board Members and be elected annually by a majority of the board to serve a one year term. Officers can be re-appointed for successive terms. A director can serve two (2) offices except that President cannot also serve as Secretary.

5.02 – Vacancies of Officers: An officer of the Board may be removed at any time by the affirmative vote of a majority of the entire Board. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board.

5.03 – Removal of Officers: Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the entire Board. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board.

5.04 – President: The President shall preside at all meetings of the directors. The President shall be ex-officio a member of all standing committees, shall have general supervision of the management of the business of the Corporation, and shall see that all resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent of the Corporation.

5.05 – Vice President: The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, shall perform such other duties as the Board shall assign.

5.06 – Secretary: The secretary of the Board shall keep at the registered office a record of the minutes of all meetings of the Board and of any committees of the Board. Minutes are to be kept in accordance with the provisions of the Public Information Act and Open Meetings Act and any other applicable law. The secretary shall be custodian of the corporation records and seal of the corporation and shall keep a register of the mailing address and street address of each director.

5.07 – Treasurer: The treasurer of the Board shall keep, or at the registered office a record of all receipts and expenditures of the funds of the Corporation. The treasurer shall see that a written monthly financial report of income and expenditures be mailed or presented to all members of the Board. The treasurer shall inspect all financial documents of the Corporation. The Finance Director may prepare all documents which the Treasurer shall approve.

5.08 – Assistant Secretary: In the capacity that the Secretary is unable to fulfill his/her duties, the assistant secretary would assume that position to fulfill the duties of said office.

5.09 – Chief Executive Officer/Executive Director: The Board of Directors shall hire a Chief Executive Officer/Executive Director to manage and conduct the daily business of the Corporation. The Executive Director shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The Executive Director would be responsible for all staffing needs of the Corporation with the allocation of salaries being approved by the Board during the budget process subject to any budget process and/or approval.

SECTION VI: FISCAL PROVISIONS

6.01: The Corporation shall be a nonprofit corporation and no part of its net earnings remaining after payment of its expenses shall inure to the benefit of any individual, firm, or corporation, except that in the event the board of directors shall determine that sufficient provision has been made for the full payment of the expenses, bonds, and other obligations of the corporation, then any net earnings of the corporation thereafter accruing shall be paid to the governing body under whose auspices the corporation was created.

6.02 – Political Subdivision: No part of the Corporation's activities shall consist of the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in any political campaign of or in opposition to any candidate for public office.

6.03 – Execution of Financial Instruments: The Treasurer will review all financial documents of the Corporation as prepared by the Financial Director of the Corporation. The Finance Director will be in charge of maintaining all financials for the Corporation. All checks shall be signed by the Treasurer and the President of the Board subject to Section 6.06. In the absence of the President, the Vice-President will be authorized to sign checks. At least three (3) officers shall be signatories on the bank signature card which would consist of the President, Vice-President, and Treasurer of the Board. The Board may determine that a fourth officer serve as an alternate in the event that two of the three are unavailable.

6.04 – Fiscal Year: The fiscal year shall begin on October 1st and end on September 30th of each year.

6.05 – Books and Record: The Corporation shall keep correct complete books and records of account and shall also keep minutes of the proceedings of the Board and committees having any of the authority of the Board. All books and records of the Corporation shall be kept at the principal office of the Corporation where they shall be available to the public in accordance with the applicable provisions of the Open Records Act (Chapter 552, Tex. Government Code, as amended).

6.06 – Administrative City Service: Request for services made to the administrative departments of the City shall be made by the Board or through the Executive Director with proper Board approval in writing to the City Manager. The

City Manager may approve such requests for assistance from the Board when he finds such requested services are available within the administrative department of the City and that the Board has agreed to reimburse the administrative department's budget for the costs of such services as provided. The Board and the City shall negotiate the specific services and costs associated and enter into a contractual agreement that is to be approved by both parties. The City shall not charge for more than the contract and the Board could not pay less than the contract.

SECTION VII: SEAL

7.01: The corporate seal shall be circular and shall have inscribed in the outer circle "San Juan Economic Development Corporation". Said seal may be used by causing it to a facsimile thereof to be impressed or affixed or reproduced or otherwise. Said seal should be the responsibility of the Secretary and shall be located at the designated office of the Corporation.

SECTION VIII: AMENDMENTS AND INTERPRETATION

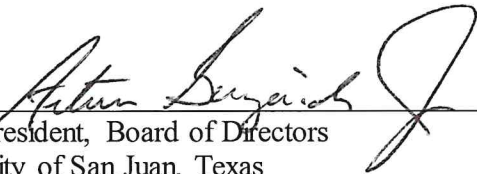
8.01 – Amendments of Bylaws: These Bylaws may be amended at any time and from time to time by majority vote of the Board with approval of the City by resolution of the City Council of the City.

8.02 – Interpretation of Bylaws: These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall be affected.

SECTION IX: ITEMS OF CONFLICT BETWEEN ARTICLES OF INCORPORATION AND BYLAWS

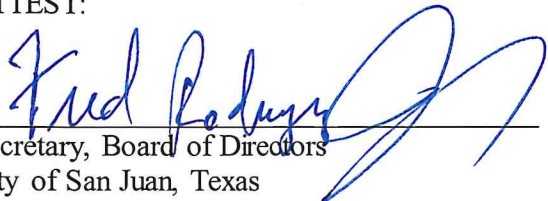
9.01 – Conflict: In the event any clause, term, section, or paragraph is found to even suggest a conflict between the Articles of Incorporation and Bylaws pertaining to the Economic Development Corporation of San Juan, the Articles of Incorporation shall be construed to prevail and held as authority to resolve any issue or query.

ADOPTED AND APPROVED this 13th day of March, 2018.



President, Board of Directors
City of San Juan, Texas
San Juan Economic Development Corporation

ATTEST:



Secretary, Board of Directors
City of San Juan, Texas
San Juan Economic Development Corporation

Seal:



Economic Development Corporation

#	NAME	POSITION	EMPLOYMENT/ BUSINESS	INITIAL TERM	INITIAL DATE	DATE TERM EXPIRES	MOBILE NUMBER	EMAIL ADDRESS	ADDRESS
1	Arturo Guajardo	President	County Clerk	2 Yrs.	7/23/2019	4/12/2024	(956) 279-6037	aguasero13@yahoo.com	1213 S. Lincoln
2	Leonardo "Lenny" Sanchez	Vice-President	Criminal Inspector	2 Yrs.	3/27/2018	4/12/2024	(956) 227-1620	sanchez13384@gmail.com	1305 S. Standard
3	Pedro Contreras	Secretary	PSJA ISD Area Supervisor	2 Yrs.	6/17/2019	4/12/2024	(956) 378-1416	jpcontreras711@yahoo.com	2518 S. Stewart Rd.
4	Roman Candelario Flores	Member		2 Yrs.	7/23/2019	4/12/2024	(956) 227-4360	Rcflores1@yahoo.com	112 W 8th
5	Ernesto "Neto" Guajardo	Member	PSJA ISD	2 Yrs.	3/27/2018	4/12/2024	(956) 223-5091	ernesto.guajardo@psjaisd.us	117 W. 3rd St.
6	Marco "Markie" Villegas	Member	Educator	2 Yrs.	6/17/2019	4/12/2024	(956) 325-7761	MAV9559@gmail.com	1108 Rio Blanco St.
7	Nickie Ybarra	Member		2 Yrs.	12/14/2020	12/14/2022			



Attendance Form

2022-2023

2022	Jan	Jan	Feb	Feb	Mar	Mar	Mar	Apr	Apr	MAY	MAY	JUN	JUN	JUL	JUL	AUG	AUG	SEP	SEP	OCT	OCT	NOV	NOV	DEC	DEC			
	4	18	1	15	1	16	23	5	19	2	17	7	21	5	19	2	16	6	20	4	18	1	15	6	20			
Arturo Guajardo Jr.	P	P	P	P	NQ	NQ	P	NQ	P	P	P	P	P	NQ	P	P	P	NQ	P	NQ	NQ	NQ	A/E	P	*			
Leonardo Sanchez	A/E	P	P	P	NQ	NQ	P	NQ	P	P	P	P	P	NQ	A/E	A/E	P	NQ	P	NQ	NQ	NQ	P	P	*			
Israel Garza	P	P	A/E	P	NQ	NQ	P	R	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Pedro Contreras	P	P	P	P	NQ	NQ	P	NQ	P	P	P	P	P	NQ	P	P	P	NQ	P	NQ	NQ	NQ	A/E	A/E	*			
Ernesto Guajardo	P	P	P	P	NQ	NQ	P	NQ	P	P	P	A/E	A/E	P	NQ	P	P	P	NQ	P	NQ	NQ	NQ	P	P	*		
Marco Villegas	P	A/E	A/E	P	NQ	NQ	P	NQ	P	P	P	P	A/E	NQ	A/E	P	P	NQ	P	NQ	NQ	NQ	P	P	*			
Nickie Mae Ybarra	P	A/E	P	A/E	NQ	NQ	P	NQ	P	P	P	A/E	P	A/E	NQ	P	A/E	A/E	NQ	A/E	NQ	NQ	NQ	P	A/E	*		
Roman Candelario Flores	-	-	-	-	-	-	-	NQ	P	P	P	P	P	NQ	P	P	A/E	NQ	P	NQ	NQ	NQ	P	A/E	*			

2023	Jan	Jan	Feb	Feb	Feb	Mar	Mar	Apr	Apr	MAY	MAY	JUN	JUN	JUL	JUL	AUG	AUG	SEP	SEP	OCT	OCT	NOV	NOV	DEC				
	6	17	8	22	28	7	22	4	18	2	17	9	20	4	18	1	15	5	19	3	17	7	21	5				
Arturo Guajardo Jr.	NQ	P	P	P	A/E	P	P	NQ	P	NQ	P	NQ																
Leonardo Sanchez	NQ	P	P	A/E	P	P	P	NQ	P	NQ	NQ																	
Pedro Contreras	NQ	P	A/E	P	A/E	P	P	NQ	P	NQ	NQ														-	-	-	
Ernesto Guajardo	NQ	A/E	P	P	P	P	P	NQ	P	NQ	NQ																	
Marco Villegas	NQ	P	P	A/E	P	P	A/E	NQ	A/E	NQ	NQ																	
Nickie Mae Ybarra	NQ	A/E	A/E	A/E	A/E	P	A/E	NQ	A/E	NQ	NQ																	
Roman Candelario Flores	NQ	P	A/E	P	P	A/E	P	NQ	P	NQ	NQ																	

LEGEND

* - NO MEETING HELD

P - PRESENT

A - ABSENT

E - EXCUSED

R - RESIGNED

NQ - NO QUORUM

NM - NEW MEMBER

Re. REPLACED

TE - TERM EXPIRED

AO - AUTOMATICALLY OUT

LC - LIBRARY CLOSED

NOTES: Work Shop Meeting

*March 16, 2020 COVID-19 started (no more than 10 people gathering)

Ex-Executive Session Only

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MAY 31, 2023

Consider Resolution To Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC), the City of San Juan and Mosa Development, LLC. for the Mosa Multi-Family Subdivision. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

A subdivision plat for Mosa Multi-Family Subdivision was approved by the City Commission on July 26, 2022. The 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 three (3) years.

RECOMMENDATION:

Staff recommends approval of the Waterline Access Agreement.

PREPARED BY:

Brenda Escalante,
City Secretary

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

May 16, 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 Mosa Development, LLC - Mosa Multi-Family Subdivision***

Dear Mr. Arjona:

Enclosed please find four (4) original **Waterline Access Agreements** ("**Agreement**") for the Mosa Multi-Family 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
MAY 18 2023
City Manager's Office

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, Mosa Development, LLC ("Owner") is constructing a subdivision on the property described in **Exhibit "A"**, Mosa Multi-Family 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 authorize the Agreement. This Agreement constitutes the entire agreement between the parties.
12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.
13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.
14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Subdivision at a point to be chosen by NAWSC, and shall have access to the Subdivision and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its equipment from the Subdivision. NAWSC may inspect its valves,

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

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

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

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

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

ATTEST:

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

By: _____,
Diana Cavazos, City Secretary

By: _____,
Benjamin Arjona, City Manager

APPROVED AS TO FORM:

By: _____,
Rick Palacios, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

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

Notary Public in and for the State of Texas

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

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

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

Notary Public in and for the State of Texas

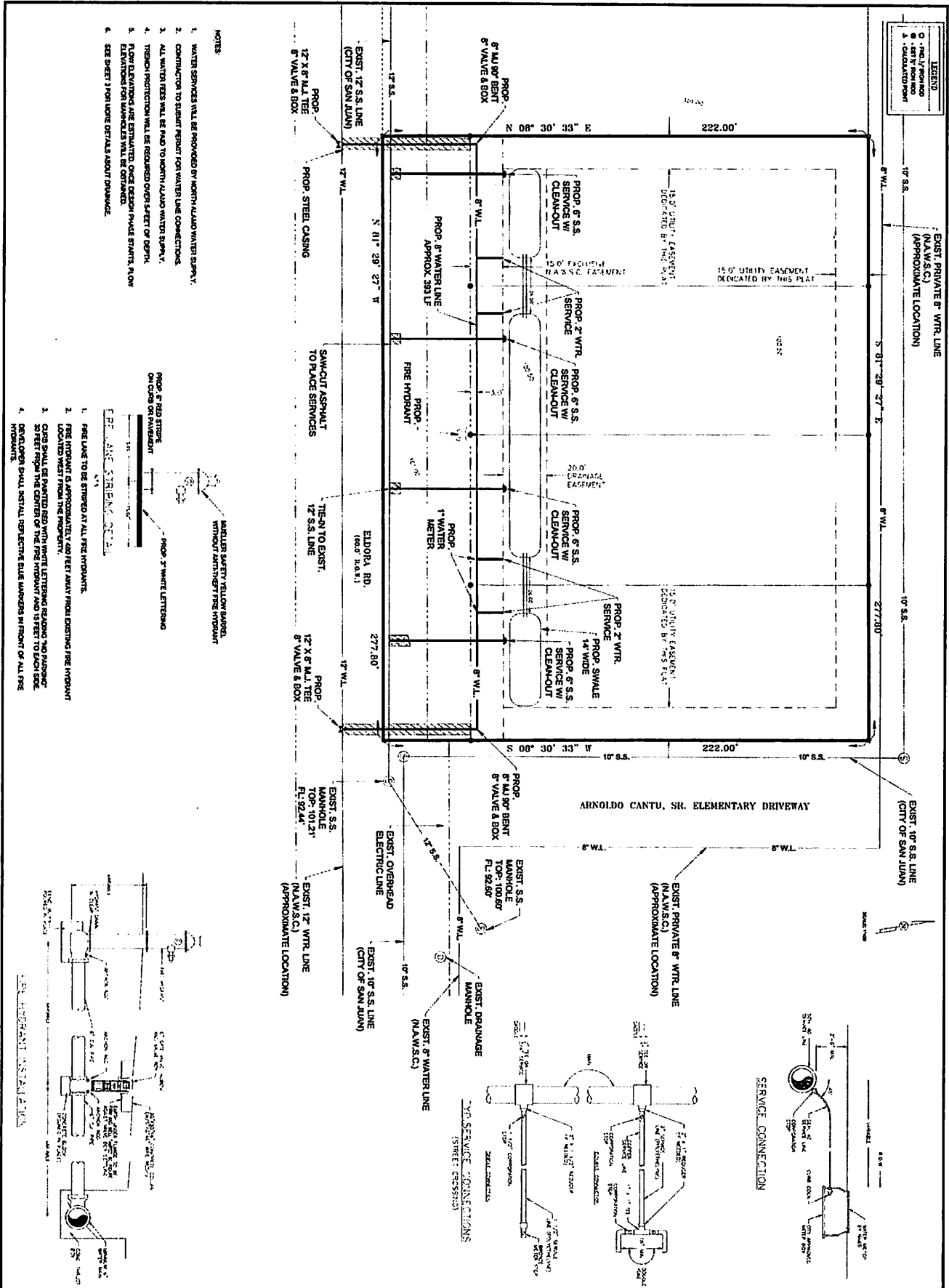
EXHIBIT "A"

A 1.42 Acre Tract of Land, more or less, out of Lot 14, Block 8, JOHN CLOSER SUBDIVISIONS, as per Map or Plat thereof recorded in Volume 0, Pages 4-5, Map Records of Hidalgo County, Texas.

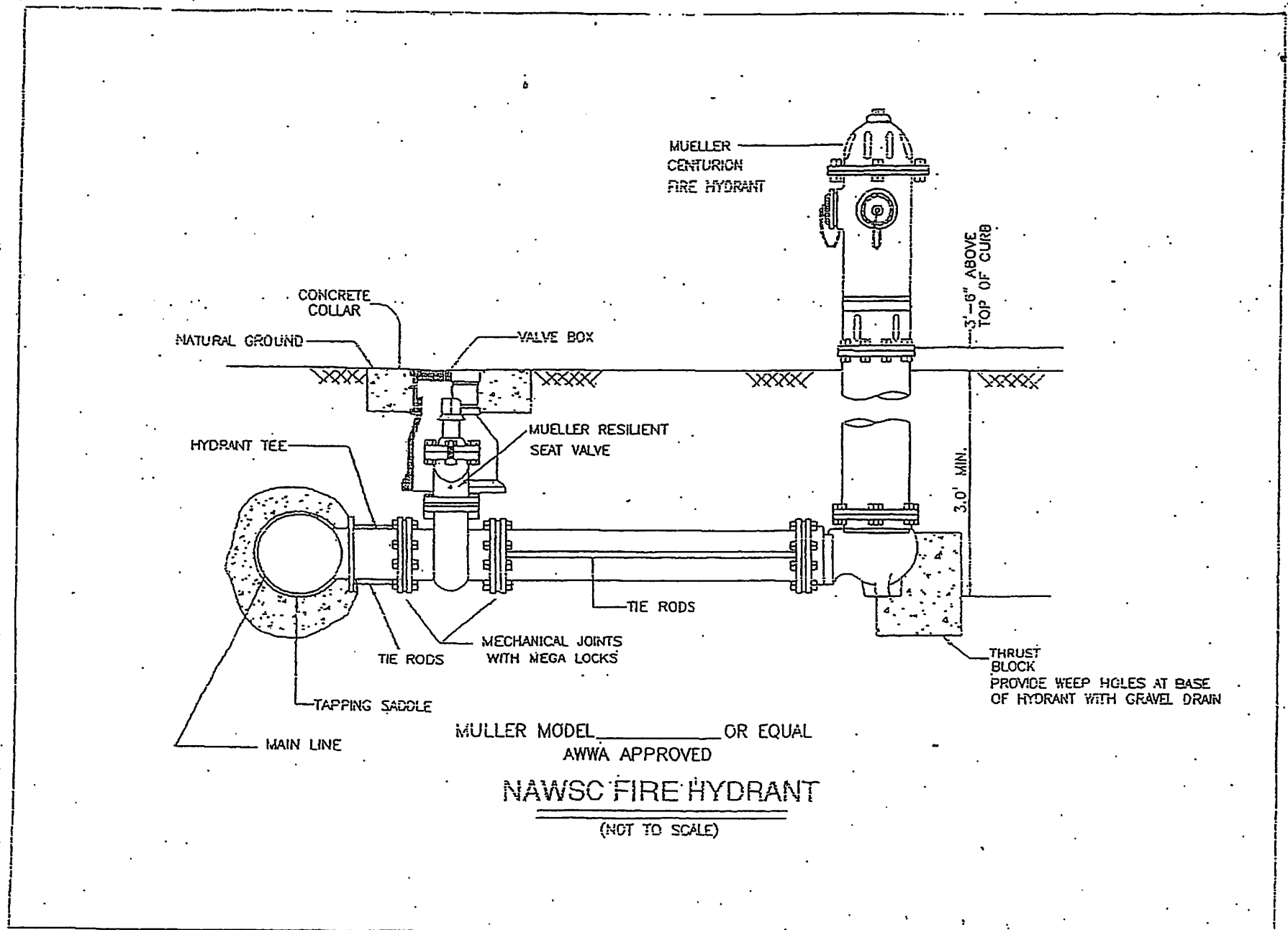
EXHIBIT "B"

Fire Hydrant Installation

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



SHEET: 2 OF 3	MOSA MULTI-FAMILY SUBDIVISION SAN JUAN, TEXAS	UTILITY LAYOUT	 TEXAS FIRM No. F-18526 1805 NOBELLE ST. THIRAR, TEXAS 76577 PH. (855) 688-8860 RSALAZAR@TRIMADSTX.COM JPEREZ@TRIMADSTX.COM
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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 MOSA DEVELOPMENT, LLC. FOR THE MOSA MULTI-FAMILY 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 31st day of May, 2023.

CITY OF SAN JUAN

MARIO GARZA
Mayor

ATTEST:

BRENDA ESCALANTE
City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MAY 31, 2023

Consideration and Action to Release the Escrow for the Public Improvements of the Replat of Lot 5, Texas National Subdivision, as Requested by Melden & Hunt, Inc. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

Melden and Hunt escrowed \$56,380 for the re-plat of the above subdivision on January 17, 2023 in order to record the plat. Staff conducted a Final Walkthrough of the property on May 12, 2023. All improvements have been inspected, tested, and completed in compliance with City Standards.

RECOMMENDATION:

Staff recommends approval of the release of escrow.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



TBPELS Firm # F-1435
TBPELS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

May 11, 2023

Daniel Tijerina, Planning Director
CITY OF SAN JUAN PLANNING DEPARTMENT
709 S. Nebraska
San Juan, Texas 78589

Re: Replat of Lot 5, Texas National Subdivision - Release of Escrow

Dear Mr. Tijerina:

On behalf of the owner, Texas National Bank, we are respectfully requesting a release of escrow for the attached improvements (see attached copy of check and estimate) in the amount of \$56,380.00. All improvements have been inspected and completed in compliance with your city's specifications.

Your prompt consideration on this matter is greatly appreciated. If you require additional information and/or clarification, please do not hesitate to contact me.

Respectfully,

MELDEN & HUNT, INC.

Mario A. Reyna, P.E.
President

Cc: Texas National Bank, Owner



MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

TBPELS Firm # F-1435
TBPELS # 10096900

1/4/2023

ENGINEER'S ESTIMATE PUBLIC IMPROVEMENTS LOT 5 TEXAS NATIONAL BANK

WATER IMPROVEMENTS:

	Quantity	Unit	Unit Price	Item Total
1. 8" water line	580 LF		\$ 38.00	\$ 22,040.00
2. 8" tapping tee	1 EA		\$ 2,800.00	\$ 2,800.00
3. 8" gate vlv	1 EA		\$ 1,800.00	\$ 1,800.00
4. 8" water line to tie into ex. 8" gate vlv	1 EA		\$ 1,800.00	\$ 1,800.00
5. 8" 45° elbows	2 EA		\$ 1,000.00	\$ 2,000.00
6. 8" x6" tee	1 EA		\$ 2,200.00	\$ 2,200.00
7. 6" gate vlv	1 EA		\$ 1,800.00	\$ 1,800.00
8. fire hyd assys.	1 EA		\$ 5,200.00	\$ 5,200.00
9. 6" water line	20 LF		\$ 27.00	\$ 540.00
10. 2" single service connection	2 EA		\$ 2,800.00	\$ 5,600.00
11. 1" single service connection	2 EA		\$ 1,800.00	\$ 3,600.00

Total Water Improvements: \$ 49,380.00

SANITARY SEWER IMPROVEMENTS:

1. 6" sewer service connection / cleanout assy	2 EA	\$ 3,500.00	\$ 7,000.00
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Total Sanitary Sewer Improvements: \$ 7,000.00

SUB-TOTAL IMPROVEMENTS: \$ 56,380.00

Testing Fee	2%	\$ 1,127.60
Inspection Fee	2%	\$ 1,127.60

TOTAL PROJECT \$ 58,635.20



M - h
1-4-23

88-2012/1149

Texas
National Bank
P.O. Box 4650 Edinburg, Texas 78540
956-217-7100
EXPENSE CHECK

087012

DATE:

1/17/2023

PAY
TO THE
ORDER OF

City of San Juan

Amount

\$56,380.00

FIFTY-SIX THOUSAND THREE HUNDRED EIGHTY and 00/100*****

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

VOID AFTER 90 DAYS



MP

⑈087012⑈ ⑆114920128⑆ 9990000030⑈

<u>Date</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Amount</u>
1/13/2023	REPLAT LOT 5 ESC	SJ REPLAT LOT 5 ESCROW	56,380.00

Amount Due: 56,380.00

W/H Amount: 0.00

Net Amount: 56,380.00



May 12, 2023

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

SUBJECT: Engineering Review Report
 Lot 5 Texas National Subdivision Re-Plat

Please see comments on "Lot 5 Texas National Subdivision Re-Plat" Final Walkthrough done by the City and engineer. Included is:

- Engineering Review Report

Thank you for the opportunity to assist you on the review of this plat. If you have any questions, please feel free to contact us:

rsalazar@trimadstx.com

(956) 497-5355

Sincerely,

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

Ricardo Salazar, P.E.
President



“Lot 5 Texas National Subdivision Re-Plat” Engineering Review

This engineering review report is prepared for The City of San Juan Planning Department. Below is a list of what Trimad Consultant, LLC (TRIMAD) had found during final walkthrough.

Final Walkthrough:

1. Include water valves on final plans.
2. Water valves must be cleaned.
3. As per the City of San Juan, curb must be painted red where fire hydrant is located.

Appendix



Water valves need to be included on the plans.



Curb must be painted red.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MAY 31, 2023

Discussion and Possible Action to Contract TRIMAD Consultants, LLC. to provide Engineering Services for Tierra de Palmas Subdivision Water Service Upgrades. [Juan Carlos Martinez, Interim Director of Utilities]

STAFF COMMENTS AND RECOMMENDATIONS:

TRIMAD Consultants, LLC. will be collecting topographical data, conducting research, and reviewing relevant information, as well as preparing the plans and specifications. This project will upgrade all water service crossings inside the Subdivision ahead of the re-paving project approved on January 24, 2023. This funding is available under the American Rescue Plan (ARP) funds.

RECOMMENDATION:

Staff recommends approval.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF SAN JUAN §

AGREEMENT BETWEEN THE CITY OF SAN JUAN AND TRIMAD CONSULTANTS, LLC FOR THE CITY OF SAN JUAN TIERRA DE PALMAS SUBDIVISION WATER SERVICE UPGRADES JOB TASK ORDER No. 6

This Job Task Order No. 6, to the Agreement between the **City of San Juan** (hereinafter referred to as the “**CITY**”) and **Trimad Consultants, LLC** (hereinafter referred to as “**CONSULTANT**”) dated **April 27, 2023**, is entered into by and between the City of San Juan and Trimad Consultants LLC.

DATE: April 27, 2023

CLIENT: City of San Juan

ADDRESS: 700 S. Kansas Ave. San Juan, Texas 78589

JOB TASK ORDER No.: 6

PROJECT LOCATION: San Juan, Hidalgo County, Texas

SECTION 1 – RECITALS

WHEREAS, on _____, the City Council of San Juan approved the City Manager or his designated appointee to negotiate and enter into a Professional Services Agreement with the **CONSULTANT** to provide Professional Engineering Services (hereafter referred to as “**AGREEMENT**”). Specifically, it was agreed that the **CONSULTANT** shall provide Professional Engineering Services and other as-needed services, in a manner which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, **CITY** and **CONSULTANT** desire to further assign and execute Job Task Order No. 6 with the agreement to provide Professional Engineering Services for the “**City of San Juan Tierra De Palmas Subdivision Water Service Upgrades**”, as set out in *Attachment No. 1*. attached hereto; and

NOW, THEREFORE, said Job Task Order No. 6, to the **AGREEMENT** is hereby agreed to and included in the **AGREEMENT** to provide for Professional Engineering Services for the “**City of San Juan Tierra De Palmas Subdivision Water Service Upgrades**”, at the amount not to exceed the proposed amount, as set out in *Attachment No. 1*. attached hereto.

If any of the terms of this Job Task Order No. 6, including attachments, conflict in any respect with any of the terms of the **AGREEMENT**, the terms of the **AGREEMENT** shall control.

This Job Task Order to the **AGREEMENT** is agreed to and **EXECUTED** by the duly authorized representative of the parties in triplicate originals on this _____ day of _____, 2023.

AGREED AS TO :

By: 
Ricardo Salazar, PE
President
Trimad Consultants L.L.C.,
1803 Mozelle Street
Pharr TX 78577

SIGNED on the 27 day of April 2023.

Ben Arjona, City Manager
City of San Juan
709 S. Nebraska Ave
San Juan, Texas 78589

SIGNED on the _____ day of _____, 20 ____.

Attest:

Brenda Escalante, City Secretary
City of San Juan
709 S. Nebraska Ave
San Juan, Texas 78589

SIGNED on the _____ day of _____, 20 ____.

Attachment No. 1 – *Scope of Services*

PROFESSIONAL
ENGINEERING SERVICES
PROPOSAL FOR:

TIERRA DE PALMAS SUBDIVISION – WATER SERVICE UPGRADES

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

February 6, 2023

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

SUBJECT: Tierra De Palmas Subdivision - Water Service Upgrades
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
TIERRA DE PALMAS SUBDIVISION WATER SERVICE UPGRADES
PROFESSIONAL ENGINEERING SERVICES PROPOSAL
FEBRUARY 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 upgrades to the water service in the Tierra De Palmas Subdivision in the City of San Juan, Texas. This project includes the addition of long water services only, to 45 lots in Tierra De Palmas Subdivision. See **Tierra De Palmas Subdivision Plat Attachment**.

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. 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.
2. 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.

TASK 2: Design Phase (60%)

The design phase will include plans and 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 the 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 three on-site construction observation services 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
New Lift Station		
1	Data collection and Topography, research, and review of relevant information/Site Visits (30%)	\$2,520.00
2	Design Phase (60%)	\$6,300.00
3	Construction Phase (10%)	\$1,260.00
TOTAL FEE		\$10,080.00

Invoices will be submitted monthly based on the percentage (%) of work completed.

See below for estimate breakdown.



CITY OF SAN JUAN
TIERRA DE PALMAS SUBDIVISION - WATER SERVICE UPGRADES
OPINION OF PROBABLE CONSTRUCTION COST

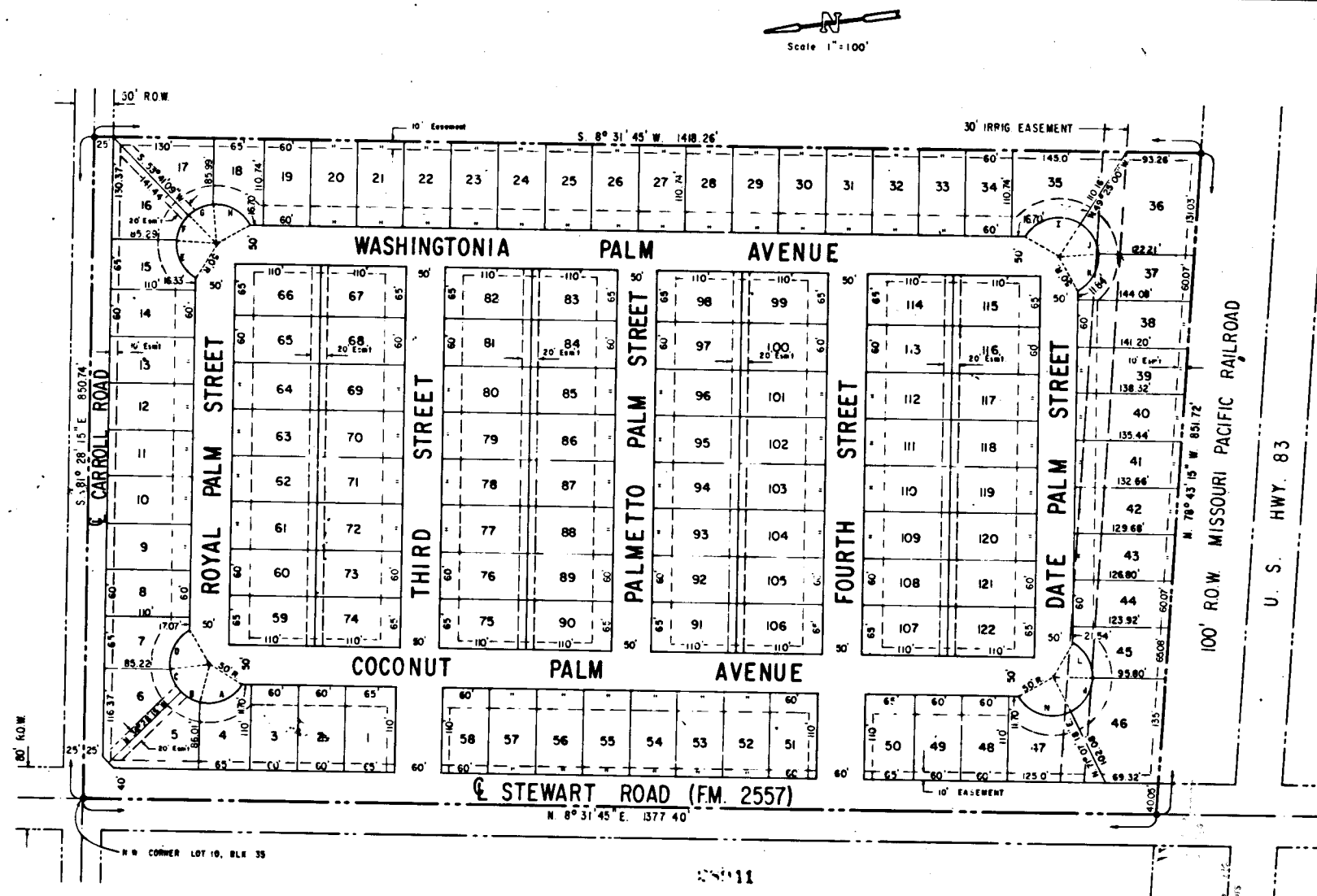
PAVEMENT

ITEM #	DESCRIPTION	UNIT	QUANTITY	EQUIPMENT COST/UNIT	TOTAL COST
1	SAW-CUT, REMOVE LONG WATER SERVICE AND DISPOSE	EA	45	\$ 600.00	\$ 27,000.00
2	1" LONG WATER SERVICE W/ 2" CASING COMPLETE IN PLACE	EA	45	\$ 1,800.00	\$ 81,000.00
3	REPAIR TRENCH (NO ASPHULT)	EA	45	\$ 400.00	\$ 18,000.00
TOTAL					\$ 126,000.00

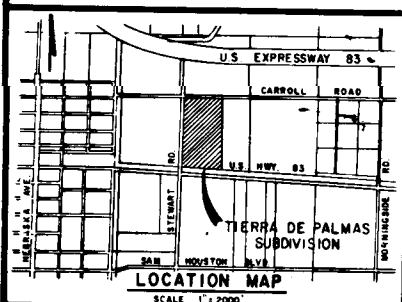
TOTAL	\$ 126,000.00
10% CONTINGENCY	\$ 12,600.00
GRAND TOTAL	\$ 138,600.00

PROFESSIONAL ENGINEERING TASK AND EXPENSE BUDGET

TASK #	DESCRIPTION	FEE
1	Data Collection and Topography, research, and review of relevant information/ site visits (30%)	\$ 2,520.00
2	Design Phase (60%)	\$ 6,300.00
3	Construction Phase (10%)	\$ 1,260.00
ENGINEERING SERVICES GRAND TOTAL (10%)		\$ 10,080.00



TIERRA DE PALMAS SUBDIVISION



CENTRAL ANGLE									
A Δ : 71° 32' 13"	B Δ : 33° 27' 47"	C Δ : 39° 41' 12"	D Δ : 65° 18' 48"	E Δ : 66° 09' 56"	F Δ : 38° 59' 28"	G Δ : 39° 06' 15"	H Δ : 65° 44' 21"	I Δ : 92° 02' 43"	J Δ : 52° 21' 33"
R: 500'	R: 500'	R: 500'	R: 500'	R: 500'	R: 500'	R: 500'	R: 500'	R: 500'	R: 500'
Arc: 6243'	Arc: 2920'	Arc: 3463'	Arc: 5699'	Arc: 5774'	Arc: 3402'	Arc: 3412'	Arc: 5780'	Arc: 8032'	Arc: 4569'
K Δ : 65° 34' 44"	L Δ : 60° 10' 41"	M Δ : 62° 35' 33"	N Δ : 87° 23' 35"						
R: 500'	R: 500'	R: 500'	R: 500'						
Arc: 5723'	Arc: 5252'	Arc: 5462'	Arc: 7626'						

25' Building Setback Line
10' Building Setback Line Corner Lots
NOTE: MINIMUM FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB.

Recorded in Book 22 Page 152
of the map records of Hidalgo
County, Texas
Melden and Hunt, Inc.
County Surveyors

The Tierra de Palmas Subdivision, containing 27.30 gross acres out of Lot 10, Block 35, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of this subdivision, same being the northwest corner of Lot 10;

THENCE, along the North boundary line of Lot 10, South 81° 28' 15" East a distance of 850.74 ft. to a point for the northeast corner of this subdivision;

THENCE, along a line parallel with the West boundary line of Lot 10, South 08° 31' 45" West a distance of 1,418.26 ft. to a point for the southeast corner of this subdivision;

THENCE, along the North right-of-way of the Missouri Pacific Railroad, North 78° 43' 15" West a distance of 851.72 ft. to a point for the southwest corner of this subdivision;

THENCE, along the West boundary line of Lot 10, North 08° 31' 45" East a distance of 1,377.40 ft. to the POINT OF BEGINNING, CONTAINING within these metes and bounds 27.30 gross acres, more or less.

STATE OF TEXAS
COUNTY OF HIDALGO

I, the undersigned, owner of the land shown on this plat and designated herein as the Tierra de Palmas Subdivision to Hidalgo County, Texas, and whose name is subscribed hereto, hereby approve, accept, and adopt the accompanying map of said subdivision, and hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements, and all public places thereon shown for the purpose and consideration therein expressed.

Max Burkhardt

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority, on this day personally appeared Max Burkhardt, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of _____, 1981, A.D.

Notary Public in and for Hidalgo County, Texas

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned, a Registered Public Surveyor in the State of Texas, hereby certify that this plat is true and correctly made and is prepared from an actual survey on the property made under my supervision on the ground, and further certify that proper engineering consideration has been given to this plat.

Wm. R. Shea
R.P.S. 43772

I, the undersigned, Chairman of the Planning and Zoning Commission of the City of San Juan, hereby certify that this plat of Tierra de Palmas Subdivision conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required.

Chairman, Planning Commission

I, the undersigned, Mayor of the City of San Juan, hereby certify that this plat of Tierra de Palmas Subdivision conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required.

Mayor, City of San Juan

ATTEST:

This plat, Tierra de Palmas Subdivision, has been submitted to and considered by the Hidalgo County Irrigation District No. 2 of Hidalgo County, Texas, and is hereby approved by such District.

Dated this _____ day of _____, 1981.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MAY 31, 2023

Discussion and Possible Action to Approve a Change Order to the New City Hall/Transit Terminal for the Gateway Monument in the Amount of \$500,000.00 and Authorize the Mayor to Execute all Related Documents.

STAFF COMMENTS AND RECOMMENDATIONS:

Discussion and Possible Action to Approve a Change Order to the New City Hall/Transit Terminal for the Gateway Monument in the Amount of \$500,000.00 and Authorize the Mayor to Execute all Related Documents.

RECOMMENDATION:

Approved as Recommended by the City Commission.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MAY 31, 2023

Discussion and Possible Action to Approve a Change Order to the New City Hall/Transit Terminal for the Canopies in the Amount of \$150,000.00 and Authorize the Mayor to Execute all Related Documents.

STAFF COMMENTS AND RECOMMENDATIONS:

Discussion and Possible Action to Approve a Change Order to the New City Hall/Transit Terminal for the Canopies in the Amount of \$150,000.00 and Authorize the Mayor to Execute all Related Documents.

RECOMMENDATION:

Approve as Recommended by the City Commission.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

Contingency Allowance Expenditure Authorization

Project: San Juan City Hall / Terminal Building

Authorization No.

11R

ERO Project No.: 20034

Date:

5/19/2023

To : E-Con Group, LLC
3025 S. Sugar Road
Edinburg, Texas 78539

Attention: Gilbert Enriquez, President

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the contract amount.

Description of Work:

Allowance Expenditure issued for work indicated below as submitted by E-Con Group, LLC for the San Juan City Hall / Terminal Building:

1.) Proposal Request 019R: RFI #36 Response - Elevator Rail Bracket Attachment.	\$12,137.00
2.) Proposal Request 020: RFI #38 Response - Canopy BOS Elevation Storefront Height.	\$7,900.00
3.) Proposal Request 021: Proposal Request 007 - Additional Floor Boxes.	\$7,014.00
AEA 11R Will Decrease Design Contingency	\$27,051.00
Original Design Contingency	\$200,000.00
Allowance Expenditures Prior to this Authorization	\$133,498.65
Allowance Balance Prior to this Authorization	\$66,501.35
Allowance Sum will be decreased by this Authorization	\$27,051.00
New Design Contingency Balance	\$39,450.35

1.) Proposal Request 022: Proposal Request 009 - Additional Acoustical Panels.	\$9,946.00
AEA 11R Will Decrease Owner's Contingency	\$9,946.00
Original Owner's Contingency	\$200,000.00
Allowance Expenditures Prior to this Authorization	\$39,172.81
Allowance Balance Prior to this Authorization	\$160,827.19
Allowance Sum will be decreased by this Authorization	\$9,946.00
New Owner's Contingency Balance	\$150,881.19

This Allowance Expenditure represents adjustments to the Allowance Balance as noted above and described herein.

Accepted and agreed to by:

E-Con Group, LLC

Signature

Date

ERO Architects

Signature

Date

Accepted and agreed to on behalf of the City of San Juan:

City of San Juan

Signature

Date

E-Con Group, LLC

Proposal Request #19R

Date: May 17, 2023
Job Number: 158
Job Name: San Juan City Hall/Terminal Building

TO:
ERO Architects
300 S. 8th Street
McAllen, Texas 78501

RE: RFI #36 Response - Elevator Rail Bracket Attachment

ITEM NO.	QTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
1	1	ACERO - Provide additional structural steel w/regards to RFI #036 response.	LS	5,287.00	5,287.00
2	1	Elevator Remobilization	LS	2,500.00	2,500.00
3	1	DSS - Remove and Re-Install CH system to accomodate additional steel	LS	4,350.00	4,350.00
		ECON is requesting (5) additional days for installation.			
		Note: Refer to attached subcontractor proposal.			
Subtotal					12,137.00
Tax					0.00
Total					12,137.00

Tax rate: _____ %

ACERO FAB, INC.

12225 N. BRYAN ROAD

MISSION, TX 78572

Date: February 28, 2023

Project: San Juan City Hall /Terminal Building

Location: San Juan, TX

To: ECON Group

Attention: Juan Hernandez

Re: Steel Proposal- RFI 0036- Elevator Rail Brackets dated 02/28/23

We propose to furnish the following described material for the above referenced structure, in accordance with the conditions of the Code of Standard Practice of the American Institute of Steel Construction.

Structural Steel items, to include:

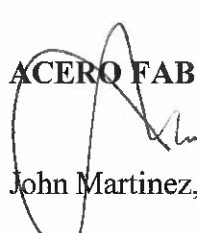
- 1.) 2- TS6x5x1/4 tube cross members
- 2.) 2- Steel angles for bracket attachment
- 3.) Paint: Standard shop coat
- 4.) Erection of steel tubes and steel angles.

For the sum of (tax not included).....\$ 5,287.00

Exclusions: demolition, light gage framing, elevator framing, inspections and all other items not listed above.

*****PRICE IS GOOD FOR 30 DAYS*****

ACERO FAB, INC.



John Martinez, Jr.

Phone: (956) 584-1166

Fax: (956) 584-5912



DRYWALL- SUSPENSION- SYSTEMS
611 N. McColl Rd. Ste. B
McAllen, TX 78501
956-638-0661 fax: 956-688-8314

Date: 5-16-23

To: ECON (Juan Hernandez)

Job Name: San Juan City Hall Terminal Building

Elevator CH System Remove & Re-install

Remove and Re-install CH System including 1" shaft liner at Elevator to accommodate Structural member.

Total Cost for work mentioned above.....\$ 4,350.00

Please feel free to call us if you have any questions. (956) 638-0661

Mike Rivera

10. *Journal of the American Medical Association*, 2000; 284: 2689-2694.

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May 16, 2023

RE: San Juan City Hall/Terminal Building Wall Panels RFI 38
San Juan, Texas

Proposal:

1. Furnish and install 24-gauge sheet metal wall panels at store front entrance.
2. Remove all roofing related debris in General Contractor provided dumpster.
3. Use only manufacture's recommended details.

Excludes:

1. Mechanical, electrical, structural and plumbing.
2. Aluminum metal canopy, soffit and related sheet metal.
3. Standing seam metal curved metal roof and related sheet metal.
4. Any item not specifically mention above.
5. Roof wood blocking and plywood.

Price complete: \$2,750.00

Leo Rodriguez
956-378-0009
HUB Certified Texas Corporation



DRYWALL- SUSPENSION- SYSTEMS
611 N. McColl Rd. Ste. B
McAllen, TX 78501
956-638-0661 fax: 956-688-8314

Date: 5-4-23

To: ECON (Juan Hernandez)

Job Name: San Juan City Hall Terminal Building

RFI #0038 Bulkhead for Storefront

Frame Fur-down for Storefront using 6" 16 ga. structural stud and track, with 5/8" Densglass sheathing.

Total Cost for work mentioned above including engineering.....\$ 5,150.00

Please feel free to call us if you have any questions. (956) 638-0661

Mike Rivera

100% of the respondents were female, and 90% were aged 18 years or older. The majority of the respondents were students (60%), followed by employees (20%), and the remaining 20% were categorized as "other." The majority of the respondents were from the United States (60%), followed by Canada (20%), and the remaining 20% were from other countries.

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TECL#20539

BENMAR ELECTRIC LLC.
4500 Pecan Blvd Mcallen, TX
956-631-9995

CONTRACT CHANGE ORDER

Project Name: San Juan City Hall and Terminal Building
General Contractor: ECON

Change order #: 9
Issue Date: 5/2/2023

Change (add or delete) the following work to the original contract:

Demo work: saw-cutting/jacking concrete as needed for Two new Floor boxes
Provide and install two new floor boxes as per PR007. Will use same floor box and cover model.

1 new Floor box on second floor "Reception 212"

1 new Floor box on main entrance "Corridor 101"

Patching concrete floor

All misc. items and materials.

No tax added

Labor \$ 3,086.00

Material \$ 3,928.00

Total: \$ 7,014.00

Change the original contract amount by : \$ 7,014.00

We agree to furnish labor & materials complete in accordance with the above specifications at the price stated above.
Above additional work to be performed under the same conditions as specified in the original contract unless otherwise stipulated

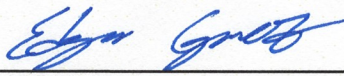
ACCEPTED AND AGREED TO:
General Contractor

Name

Signature

Date: _____

Benmar Electric
Edgar Gamez
Operations Management



Signature

Date: 5/2/2023

Note: This change order becomes part of the original contract.



The RFBA floor box is built for multiple applications and environments

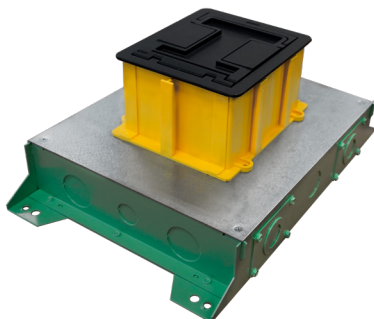
Recessed Floor Boxes for Concrete

RFBA2R, RFBA4R

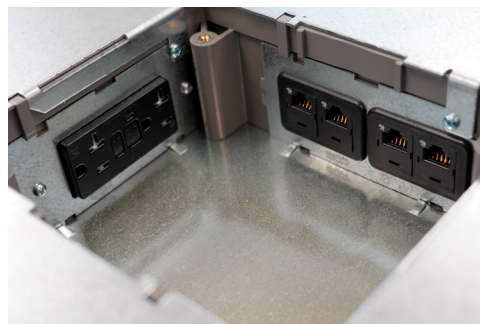
Resource RFBA Series of Floor Boxes are versatile recessed activation solutions that provide power, communication and/or audio/video services to open space areas, or directly to workstations. Resource RFBA Series Floor Boxes are available in two and four-gang models in either shallow (2.5") or standard (3.0") heights. The boxes utilize existing FloorPort covers and can be installed in carpet, wood, tile terrazzo and polished concrete. The RFBA series includes improved wire and cable routing, allowing for easier wire pulling in adjacent compartments and around corners.

Features & Benefits

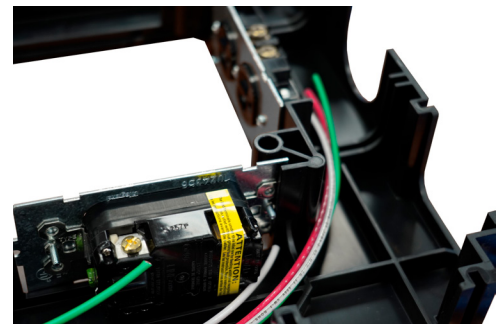
- **Suitable for Various Applications.** Steel and on-grade (epoxy coated) to meet your specific installation requirements with support for installation in carpet, wood, tile terrazzo and polished concrete.
- **Shallow and Standard Depths.** Choose from either a shallow (2.5") depth box or a standard (3.0") depth box.
- **Common Mounting Plates.** All models share the same mounting plates, allowing for easier configuration and specification.
- **Numerous Conduit Knockouts.** Features knockouts on all sides and bottom of box to allow for greater installation flexibility to work within your environment.
- **FloorPort Activation Covers.** Provides TopGuard protection from water, dirt and debris plus added strength and durability. Available in brushed aluminum and five decorative powder coat finishes: Black, Brass, Nickel, Gray and Bronze.
- **Improved Cable Management.** Internal compartments feature improved wire and cable routing for easier wire pulling in adjacent compartments and around corners.
- **Post-Pour Features:** Allows for adjustment post-pour and features removable dividers that can be installed or removed before or after the concrete pour.



Rectangular extension ring can be used to extend height of box up to 4 inches



All models share eight (8) common device plates, allowing for data and power within the same box



Interior compartment of box features rounded corners for improved cable routing

Compliance

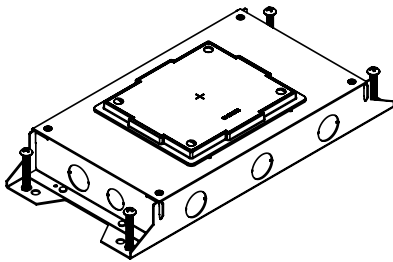
 **cULus Listed:** Metallic Outlet Boxes for tile, terrazzo, carpet and wood floors.
File E2961 Guide QCIT

Resource RFB® Series Floor Boxes with Rectangular Activations Selection Guide

Box Model	Box Type	Box Capacity	Box Depth	Conduit Size
RFBA2R25	Above Grade	2-Gang	2.5"	¾" – 1 ¼"
RFBA2R25OG	On-Grade	2-Gang	2.5"	¾" – 1 ¼"
RFBA2R30	Above Grade	2-Gang	3.0"	¾" – 2"
RFBA2R30OG	On-Grade	2-Gang	3.0"	¾" – 2"
RFBA4R25	Above Grade	4-Gang	2.5"	¾" – 1 ½"
RFBA4R25OG	On-Grade	4-Gang	2.5"	¾" – 1 ½"
RFBA4R30	Above Grade	4-Gang	3.0"	¾" – 2"
RFBA4R30OG	On-Grade	4-Gang	3.0"	¾" – 2"

Resource RFBA Series Floor Boxes with Rectangular Activations Ordering Information

RFBA2R25



2-Gang RFBA Floor Box, Shallow 2.5" Depth – Steel floor box designed for above grade installations. Features 2-gangs of box capacity with 3" available behind plates. When ordering device plates for box, 2 blank device plates (Cat. No. RFBAB) must also be ordered to seal off wire and cable routing passageways. Fully adjustable before and after concrete pour. Designed for carpet, wood, tile terrazzo and polished concrete applications..

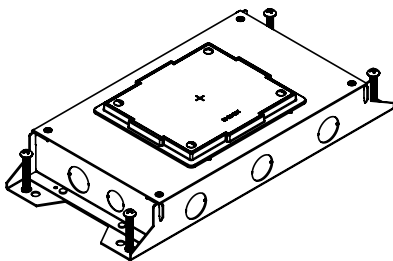
Concrete Pour: Minimum concrete pour without collar is 2.5". If using the collar, pour should be 3".

Sold Separately:

- FloorPort Covers
- Device Plates

Country of Origin: USA

RFBA2R25OG



2-Gang RFBA On-Grade Floor Box, Shallow 2.5" Depth – Steel floor box designed for on-grade installations with a fusion-bonded epoxy for use on metal reinforcement bar and related accessories before encapsulating in concrete. Features 2-gangs of box capacity with 3" available behind plates. When ordering device plates for box, 2 blank device plates (Cat. No. RFBAB) must also be ordered to seal off wire and cable routing passageways. Fully adjustable before and after concrete pour.

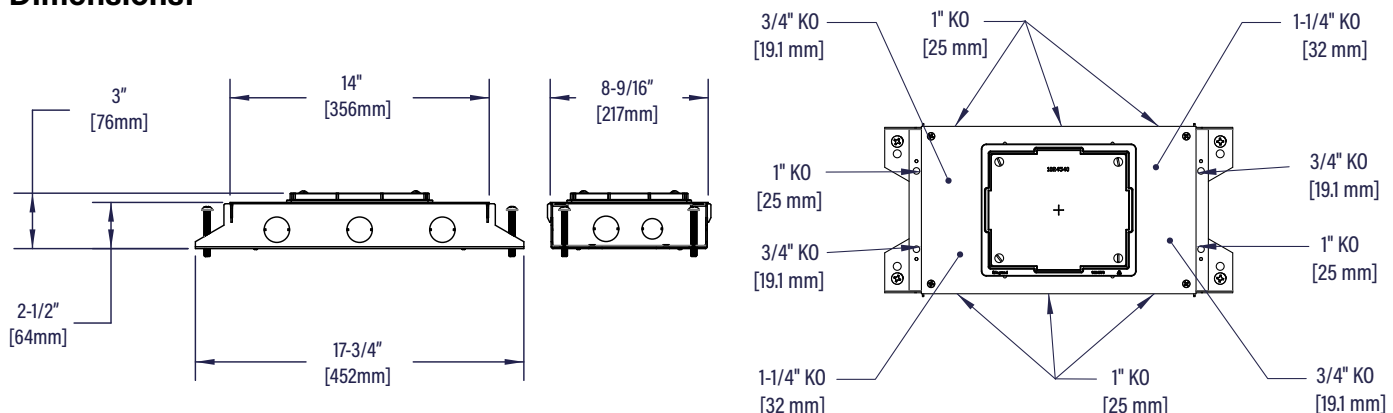
Concrete Pour: Minimum concrete pour without collar is 2.5". If using the collar, pour should be 3".

Sold Separately:

- FloorPort Covers
- Device Plates

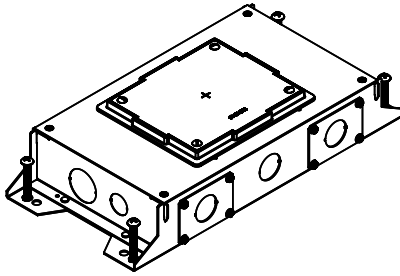
Country of Origin: USA

Dimensions:



Resource RFBA Series Floor Boxes with Rectangular Activations Ordering Information

RFBA2R30



2-Gang RFBA Floor Box, Standard 3.0" Depth – Steel floor box designed for above grade installations. Features 2-gangs of box capacity with 3" available behind plates. When ordering device plates for box, 2 blank device plates (Cat. No. RFBAB) must also be ordered to seal off wire and cable routing passageways. Fully adjustable before and after concrete pour. Designed for carpet, wood, tile terrazzo and polished concrete applications.

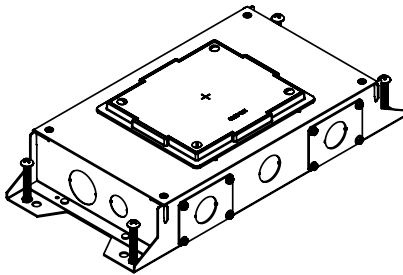
Concrete Pour: Minimum concrete pour without collar is 3". If using the collar, pour should be 3.5".

Sold Separately:

- FloorPort Covers
- Device Plates

Country of Origin: USA

RFBA2R30OG



2-Gang RFBA On-Grade Floor Box, Standard 3.0" Depth – Steel floor box designed for on- grade installations with a fusion-bonded epoxy for use on metal reinforcement bar and related accessories before encapsulating in concrete. When ordering device plates for box, 2 blank device plates (Cat. No. RFBAB) must also be ordered to seal off wire and cable routing passageways. Features 2-gangs of box capacity with 3" available behind plates. Fully adjustable before and after concrete pour.

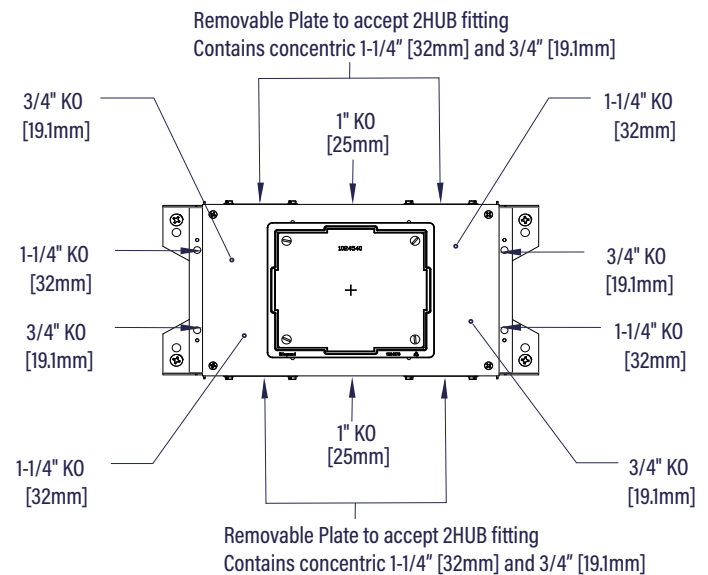
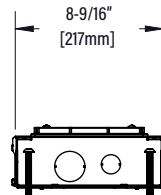
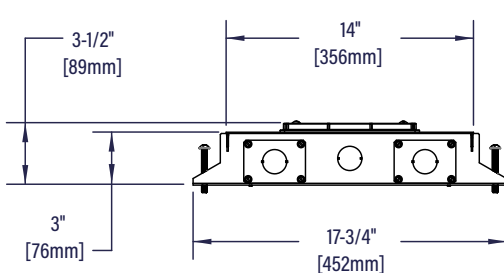
Concrete Pour: Minimum concrete pour without collar is 3". If using the collar, pour should be 3.5".

Sold Separately:

- FloorPort Covers
- Device Plates

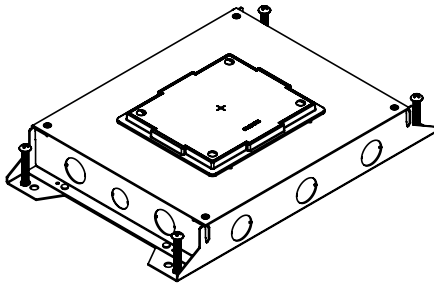
Country of Origin: USA

Dimensions:



Resource RFBA Series Floor Boxes with Rectangular Activations Ordering Information

RFBA4R25



4-Gang RFBA Floor Box, Shallow 2.5" Depth – Steel floor box designed for above grade installations. Features 4-gangs of box capacity with at least 2 3/4" available behind device plates. Fully adjustable before and after concrete pour. Designed for carpet, wood, tile terrazzo and polished concrete applications.

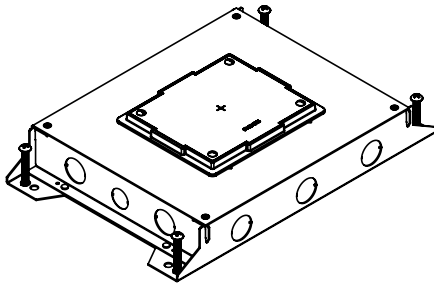
Concrete Pour: Minimum concrete pour without collar is 2.5". If using the collar, pour should be 3".

Sold Separately:

- FloorPort Covers
- Device Plates

Country of Origin: USA

RFBA4R25OG



4-Gang RFBA On-Grade Floor Box, Shallow, 2.5" Depth – Steel floor box designed for on- grade installations with a fusion-bonded epoxy for use on metal reinforcement bar and related accessories before encapsulating in concrete. Features 4-gangs of box capacity with at least 2 3/4" available behind device plates. Fully adjustable before and after concrete pour.

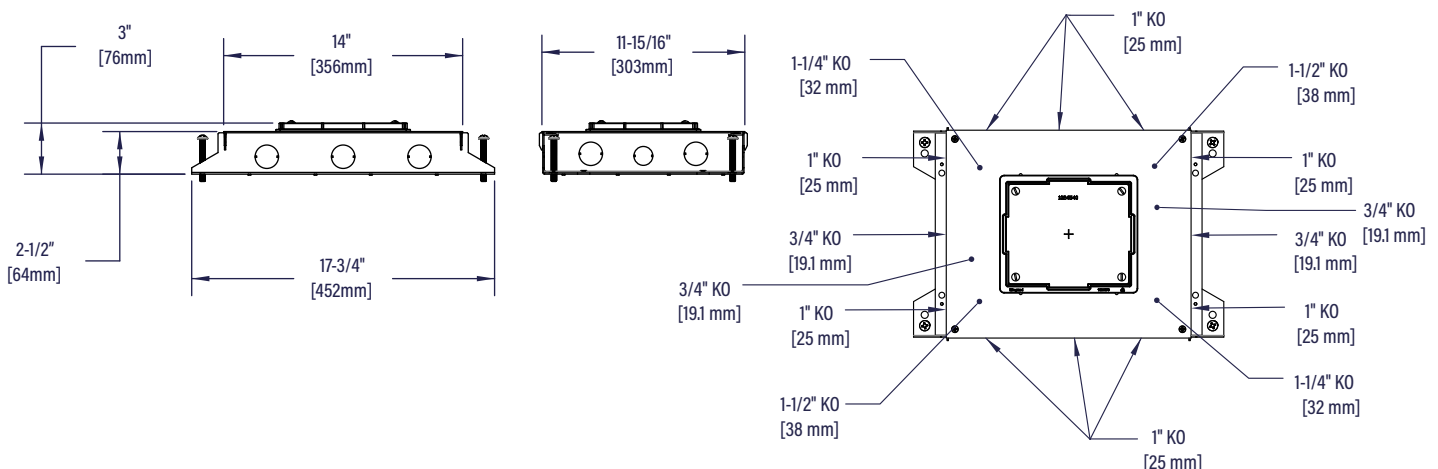
Concrete Pour: Minimum concrete pour without collar is 2.5". If using the collar, pour should be 3".

Sold Separately:

- FloorPort Covers
- Device Plates

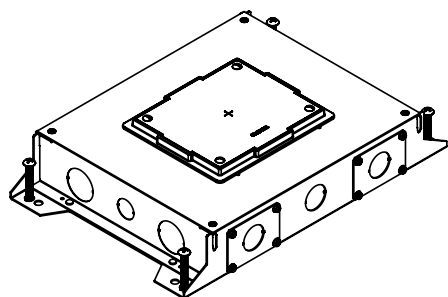
Country of Origin: USA

Dimensions:



Resource RFBA Series Floor Boxes with Rectangular Activations Ordering Information

RFBA4R30



4-Gang RFBA Floor Box, Standard 3.0" Depth – Steel floor box designed for above grade installations. Features 4-gangs of box capacity with at least 2 3/4" available behind device plates. Fully adjustable before and after concrete pour. Designed for carpet, wood, tile, terrazzo and polished concrete applications.

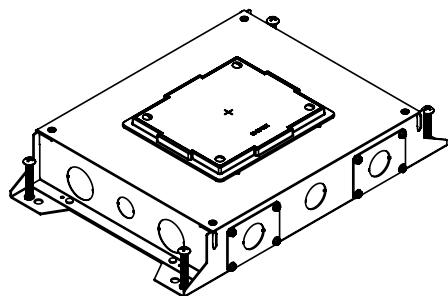
Concrete Pour: Minimum concrete pour without collar is 3". If using the collar, pour should be 3.5".

Sold Separately:

- FloorPort Covers
- Device Plates

Country of Origin: USA

RFBA4R30OG



4-Gang RFBA On-Grade Floor Box, Standard 3.0" Depth – Steel floor box designed for on-grade installations with a fusion-bonded epoxy for use on metal reinforcement bar and related accessories before encapsulating in concrete. Features 4-gangs of box capacity with at least 2 3/4" available behind device plates. Fully adjustable before and after concrete pour.

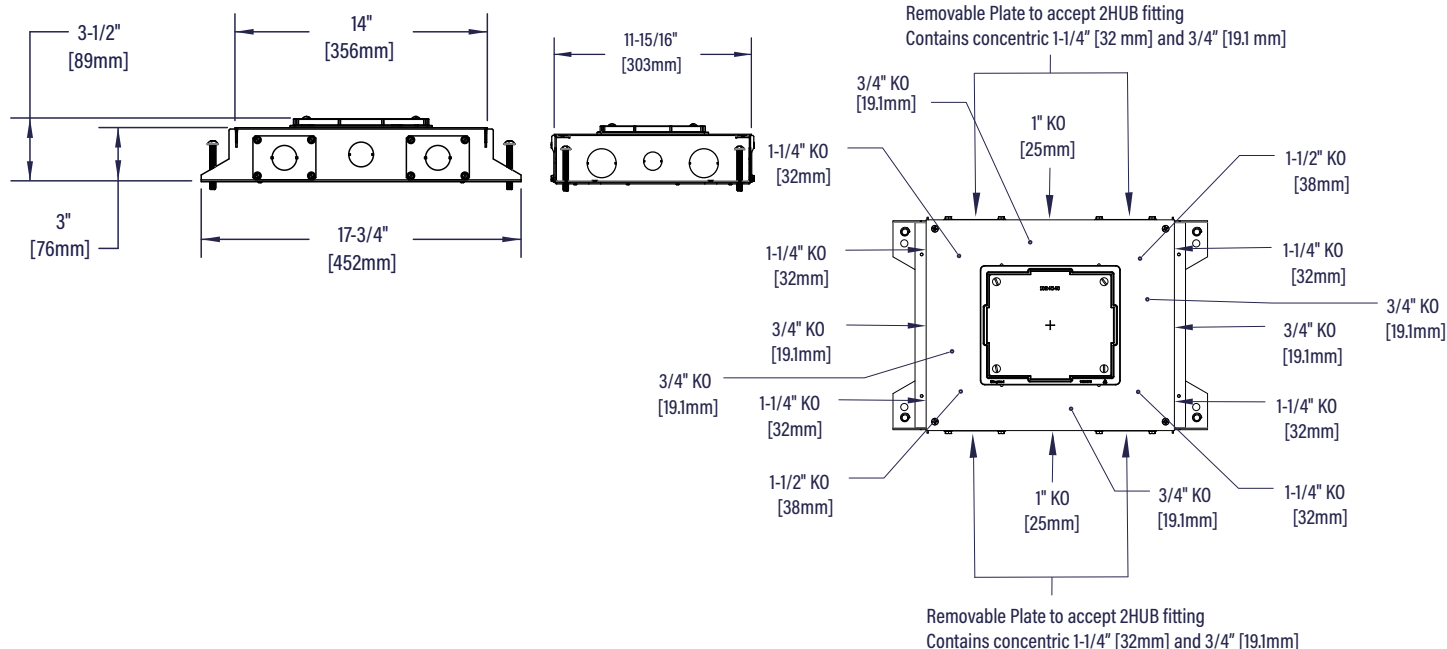
Concrete Pour: Minimum concrete pour without collar is 3". If using the collar, pour should be 3.5".

Sold Separately:

- FloorPort Covers
- Device Plates

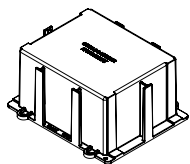
Country of Origin: USA

Dimensions:



Resource RFBA Series Floor Boxes Accessories Ordering Information

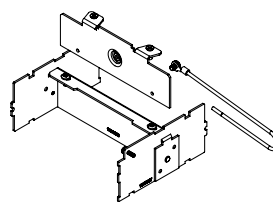
RFBA24R4EXT



4" Rectangular Extension Ring - Used to extend height of floor box. Compatible with 2 and 4-Gang RFBA Floor Boxes.

Country of Origin: USA

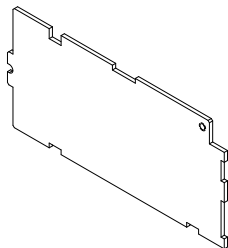
RFBA24FF



2G & 4G Furniture Feed Barrier Kit - Used to separate power and communication services. Used in combination with FloorPort Furniture Feed Covers (FPFFTC). Covers sold separately

Country of Origin: USA

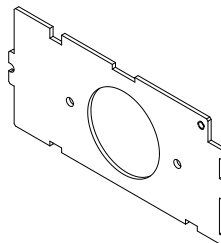
RFBAB



Blank Device Plate - Closes off unused gangs.

Country of Origin: USA

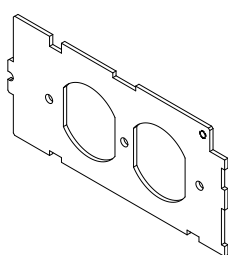
RFBAS2



1.59" Single Device Plate - Receptacle opening 1 9/16" (40mm)

Country of Origin: USA

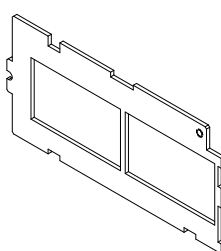
RFBADP



Duplex Device Plate - Accepts standard 15 Amp & 20 Amp Duplex Receptacles.

Country of Origin: USA

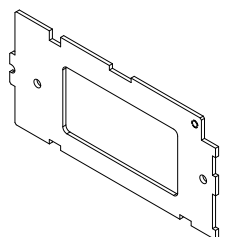
RFBA6A



Communications Plate - Accepts bezels for common communications devices. Including TracJack, Series II, Keystone, Lucent

Country of Origin: USA

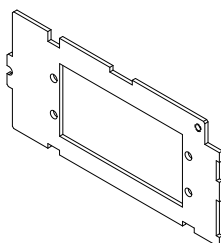
RFBADEC



Decorator Device Plate - Accepts Decorator Style Receptacles, Communication or A/V Devices.

Country of Origin: USA

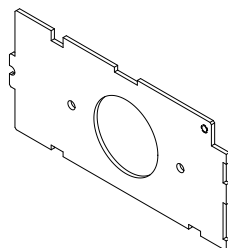
RFBAAAP



AAP Device Plate - Accepts Extron® Electronics AAP devices (sold separately)

Country of Origin: USA

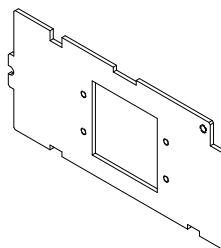
RFBAS1



1.39" Single Device Plate - Receptacle opening 1 3/8" (35mm)

Country of Origin: USA

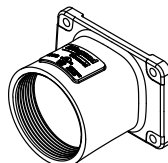
RFBAMAAP



MAAP Device Plate - Accepts two (2) Legrand AVIP or Extron® Electronics MAAP Series Devices (sold separately)

Country of Origin: USA

2HUB



2" Conduit Transition Hub - Trade size 2" die cast zinc conduit fitting allows for 2" conduit to transition into a shallow box design. Includes: die cast fitting, gasket, and mounting screws.

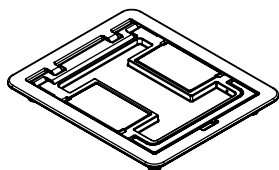
Country of Origin: USA

FloorPort Series Cover Assemblies for Resource RFB® Series Floor Boxes

FLOORPORT PART NUMBER CONFIGURATOR							
FP	B		TC		NK		
FloorPort Cover	Blank Top	B	Tile (Flangeless)	T	Nickel	NK	Bronze
	Cutout Top	C	Tile/Carpet (Flanged)	TC	Brass	BS	Gray
	Furniture Feed	FF			Black	BK	Brushed Aluminum
							BZ
							GY
							AL

FloorPort Series Flanged Cover Assemblies Ordering Information

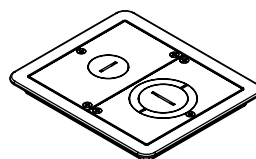
FPCTCBK
FPCTCBZ
FPCTCBS
FPCTCNK
FPCTCAL
FPCTCGY



Cutout Cover Assembly –
Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Insert in lid allows for carpet or tile cutouts to match finished floor.

Country of Origin: India

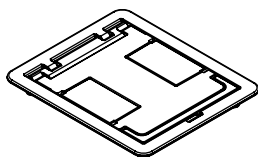
FPFFTCBK
FPFFTCBZ
FPFFTCBS
FPFFTCNK
FPFFTCAL
FPFFTCGY



Furniture Feed Cover Assembly –
Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Provided with one 1" trade size screw plug for power or communication type cabling and one combination 1 1/4" and 2" trade size screw plug for communication type cabling. Allows for feeding both power and communication cabling.

Country of Origin: China

FPBTCBK
FPBTCBZ
FPBTCBS
FPBTCNK
FPBTCAL
FPBTCGY

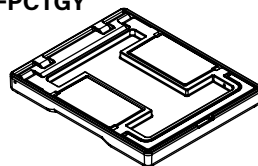


Blank Cover Assembly –
Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Lid area is flush with the finished floor, no cutouts provided.

Country of Origin: India

FloorPort Series Flangeless Cover Assemblies Ordering Information

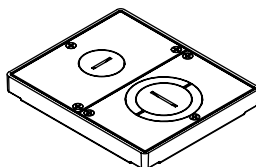
FPCTBK
FPCTBZ
FPCTBS
FPCTNK
FPCTAL
FPCTGY



Cutout Cover Assembly –
Flangeless cover for use in tile installations. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Insert in lid allows for tile cutouts to match finished floor.

Country of Origin: India

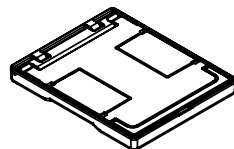
FPFFTBK
FPFFTBZ
FPFFTBBS
FPFFTNK
FPFFTAL
FPFFTGY



Furniture Feed Cover Assembly –
Flangeless cover for use in tile installations. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Provided with one 1" trade size screw plug for power or communication type cabling and one combination 1 1/4" and 2" trade size screw plug for communication type cabling. Allows for feeding both power and communication cabling.

Country of Origin: China

FPBTBK
FPBTBZ
FPBTBS
FPBTNK
FPBTAL
FPBTGY



Blank Cover Assembly – Flangeless cover for use in tile installations. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Lid area is flush with the finished floor, no cutouts provided.

Country of Origin: India

NOTE: Pricing varies depending on country of origin. Consult your local sales representative for more information.

North America Made FloorPort Series Cover Assemblies for Resource RFB® Series Floor Boxes

FLOORPORT PART NUMBER CONFIGURATOR									
FP	B		TC		NK			NA	
FloorPort Cover	Blank Top	B	Tile (Flangeless)	T	Nickel	NK	Bronze	BZ	North America Made
	Cutout Top	C	Tile/Carpet (Flanged)	TC	Brass	BS	Gray	GY	NA
	Furniture Feed	FF			Black	BK	Brushed Aluminum	AL	

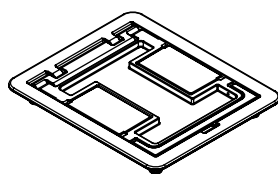
North America Made FloorPort Series Flanged Cover Assemblies Ordering Information

FPCTCBK-NA
FPCTCBZ-NA
FPCTCBS-NA
FPCTCNK-NA
FPCTCGY-NA

Cutout Cover Assembly -

Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK) or gray (GY). Insert in lid allows for carpet or tile cutouts to match finished floor.

Country of Origin: USA

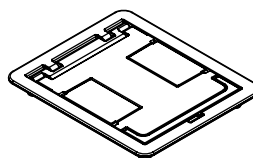


FPBTCBK-NA
FPBTCBZ-NA
FPBTCBS-NA
FPBTCNK-NA
FPBTCGY-NA

Blank Cover Assembly -

Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK) or gray (GY). Lid area is flush with the finished floor, no cutouts provided.

Country of Origin: USA



NOTE: Pricing varies depending on country of origin. Consult your local sales representative for more information.

LOAD CAPACITIES FOR FLOORPORT COVER ASSEMBLIES	
CATALOG NUMBERS	MAXIMUM LOAD IN POUNDS
FPCTC	1000
FPBTC	750
FPFFTC	1000
FPCT	1000
FPBT	750
FPFFT	1000

NOTE: Load applied through a 2" [51mm] mandrel in center of service fitting. Loads above are static loads only and do not pertain to rolling loads.

NOTE: All brand and product names referenced in this document are registered trademarks or trademarks of their respective holders.



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DRYWALL- SUSPENSION- SYSTEMS
611 N. McColl Rd. Ste. B
McAllen, TX 78501
956-638-0661 fax: 956-688-8314

Date: 5-16-23

To: ECON (Juan Hernandez)

Job Name: San Juan City Hall Terminal Building

PR 009 Additional Acoustical Panels Rooms 133 & 107

Add Acoustical panels at rooms 133 & 107

Total Cost for work mentioned above.....\$ 9,946.00

Please feel free to call us if you have any questions. (956) 638-0661

Mike Rivera

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MAY 31, 2023

Discussion and Possible Action Authorizing the Mayor to Enter into a Memorandum of Agreement Between the City of San Juan and the Lower Rio Grande Valley TPDES Stormwater Task Force Partnership, Inc. for Preparation of a Regional Texas Pollution Discharge Elimination System (TPDES) Stormwater Permit Application and Stormwater Plan for the Lower Rio Grande Valley TPDES Stormwater Task Force. [Israel Garza, Director of Sanitation]

STAFF COMMENTS AND RECOMMENDATIONS:

Discussion and Possible Action Authorizing the Mayor to Enter into a Memorandum of Agreement Between the City of San Juan and the Lower Rio Grande Valley TPDES Stormwater Task Force Partnership, Inc. for Preparation of a Regional Texas Pollution Discharge Elimination System (TPDES) Stormwater Permit Application and Stormwater Plan for the Lower Rio Grande Valley TPDES Stormwater Task Force.

RECOMMENDATION:

Staff Recommends Execution of the MOA as Presented.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

MEMORANDUM OF AGREEMENT
by and between
CITY OF SAN JUAN
and
THE LOWER RIO GRANDE VALLEY TPDES STORMWATER TASK
FORCE PARTNERSHIP, INC.
for preparation of a Regional
Texas Pollutant Discharge Elimination System (TPDES)
Stormwater Permit Application and Stormwater Program Plan
For the Lower Rio Grande Valley TPDES Stormwater Task Force

This Memorandum of Agreement (hereafter termed “MOA”) is entered into by and between **CITY OF SAN JUAN**, a political subdivision of the State of Texas (hereafter referred to as “CITY”) and **THE LOWER RIO GRANDE VALLEY TPDES STORMWATER TASK FORCE PARTNERSHIP, INC.** (hereafter referred to as “TASK FORCE”), a 501(c)3 Not-for Profit formed to promote and coordinate the collaborative and cooperative use of technology by and among colleges, high schools, community school districts, public and school libraries, health care facilities, government offices, businesses, health and educational professionals, other educational and community services organizations and community residents for the benefit of the collaborating organizations, their clients, and community residents of the Rio Grande Valley.

SECTION 1
PURPOSE

1.01 CITY and TASK FORCE agree to enter into this **MOA** as a manner by which **TASK FORCE** can actively participate in this **CITY’S** effort to respond and comply with the *Texas Commission on Environmental Quality* (“TCEQ”) *TPDES Phase II Stormwater Rules* for the 5th MS4 (municipal separate stormwater sewer system) permit period to begin in 2024. **CITY** desires to participate in the development of a Regional TPDES Stormwater Permit Application, since such participation will provide **CITY** with:

- A. A cost-effective approach in developing its Stormwater MS4 program.
- B. A regional strategy to assure local resources are shared and utilized effectively.
- C. Compliance support to include technical, administrative, and training tasks.

1.02 TASK FORCE desires to participate in the development of a Regional Texas Pollutant Discharge Elimination System (“TPDES”) Stormwater Permit Application, since such participation will provide **TASK FORCE** with an avenue for students and stakeholders to:

- A. Provide research and educational opportunities, including allowing students of all ages to prepare official municipal documents for compliance with federal and state environmental regulations.

- B. Gain knowledge and experience in the process and procedures of technical, financial, and managerial compliance with governmental environmental regulations.
- C. Provide capacity development experiences to the entire spectrum of stakeholders to promote collaborative and mutually beneficial regional economic development; and,
- D. Study, research, and design storm water system requirements pursuant to state and federal environmental regulations.

SECTION 2 TERM

- 2.01** *Fixed Term:* This **MOA** commences on the date of execution of final signature and will terminate immediately after issuance by TCEQ of a Stormwater Permit, unless extended according to section 2.02 of this **MOA**.
- 2.02** *Extension:* Upon written, mutual consent of **CITY** and **TASK FORCE**, this **MOA** may be extended for a maximum of one (1) calendar year, after the date of expiration of the Fixed Term.
- 2.03** *Cancellation:* This **MOA** may be cancelled prior to the expiration of the Fixed Term of any Extension Term, upon thirty (30) calendar days written notice to the other party.

SECTION 3 CONSIDERATION

- 3.01** *Fee:* **CITY** agrees to pay **TASK FORCE \$8,000.00**. Payment of such fee is due in one single payment, tendered by check or wire transfer, payable to **TASK FORCE** and delivered at the address indicated in Section 5.01 of this **MOA**. Payment must be made within fourteen (14) days after execution of this **MOA**. Failure of **CITY** to make such payment within the prescribed time, and without a written extension from **TASK FORCE**, will result in this **MOA** terminating.

SECTION 4 RIGHTS AND DUTIES

- 4.01** The following rights and duties will be held or performed by **CITY**:
 - A. **CITY** will provide information and documentation requested by **TASK FORCE** within two (2) weeks. **CITY** will assign a point of contact to oversee this project, and provide to **TASK FORCE**, in writing, the name and contact information of the point(s) contact. **CITY** will perform field work and any other effort necessary to fulfill a request by **TASK FORCE** associated with this item 4.01(A), if

necessary.

- B. **CITY** will be responsible for paying the fee as detailed in Section 3.01 of this Agreement and any fees due to the TCEQ to assure the MS4 permit is provided to the **CITY** by the TCEQ.
- C. The **CITY** may make recommendations to **TASK FORCE**.
- E. **CITY** shall submit SWMP and NOI to TCEQ upon completion, but prior to any deadlines established by the TCEQ. **TASK FORCE** shall provide guidance and assure timely submittal of all MS4 permit documents.

4.02 The following rights and duties will be held or performed by **TASK FORCE**:

- A. Governance:
 - 1. **TASK FORCE** will provide **CITY** with an update of the work progress as requested.
 - 2. **TASK FORCE** will provide the following pursuant to TCEQ regulations:
 - a. Regional Stormwater Management Program (SWMP) Plan
 - b. Notice of Intent (NOI). NOI is identified as TCEQ Form 20368.
 - 3. **TASK FORCE** shall provide guidance.
- B. **TASK FORCE** will formulate and propose to the **CITY**, methods and approaches for compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*.
- C. Funding paid to **TASK FORCE** will be utilized by **TASK FORCE** for costs associated with but not necessarily limited to staffing, travel, training, equipment and materials, recruiting, scholarships, meal, and food expenses associated with meetings and events, and communication related expenses.
- D. **TASK FORCE** is authorized to utilize funding to leverage grant funds, provide and support outreach activities, to support outreach events, and for sponsorships for environmental and educational events.
- E. Implementation of the BMPs included in the SWMP is beyond the scope of this **MOA** but may be included within the scope of Task Force membership agreement held with the current Task Force fiscal agent.

SECTION 5 MISCELLANEOUS

- 5.01** *Addresses:* Fee payment or notices required under this **MOA** may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is

deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. **CITY** and/or **TASK FORCE** can change the notice address by sending to the other party written indication of the new address. Notices should be addressed as follows:

CITY: City of San Juan
Israel Garza
709 S. Nebraska
San Juan, Texas 78589
igarza@sjtx.us
(956) 223-2200/(956) 588-5753

TASK FORCE: TASK FORCE
C/O Javier Guerrero
P.O. Box 557
Elsa, TX 78543
jguerrero@lrgvstormwatertaskforce.org
956-929-7189

- 5.02** Force Majeure: Any and all duties, obligations, and covenants of this **MOA** will be suspended during time of natural disaster, war, acts of terrorism, or other “Acts of God”, which prevent a party from fulfilling any and all duties, obligations, and/or covenants of this **MOA**. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this **MOA**, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 **MOA**, within fourteen (14) calendar business days of the Force Majeure event.
- 5.03** Parties Relationship: Nothing in the **MOA** should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between **CITY** and **TASK FORCE**.
- 5.04** Applicable Law: This **MOA** is construed under and in accordance with the laws of the State of Texas.
- 5.05** Cumulative Rights: All rights, options, and remedies contained in this **MOA** and held by **CITY** and **TASK FORCE** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **TASK FORCE** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this **MOA**.
- 5.06** Non-waiver: A waiver by either **CITY** or **TASK FORCE**, or both, of any obligation, duty, or covenant of this **MOA** will not constitute a waiver of any other breach of any obligation, duty, or covenant of this **MOA**.
- 5.07** Counterparts: This **MOA** can be executed in multiple counterparts, each of which is declared an original.

- 5.08** Severability: If any clause or provision of this **MOA** is illegal, invalid, or unenforceable under present or future law, **CITY** and **TASK FORCE** intend that the remaining clauses or provisions of this **MOA** will not be affected and will remain in full force and effect.
- 5.09** Entire MOA: This **MOA** contains the final and entire **MOA** between **CITY** and **TASK FORCE**, and will not be amended, explained, or superceded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10** Successors and Assigns: All the obligations, duties, covenants, and rights contained in this **MOA** and performable by **CITY** will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this **MOA**.
- 5.11** Nondiscrimination: **CITY** and **TASK FORCE**, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this **MOA**.
- 5.12** Dispute Resolution:
- A. Any controversy claim or dispute between **CITY** and **TASK FORCE** regarding this **MOA** relating to the provisions of this **MOA** or the breach, termination or validity thereof shall, upon written request of any party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
 - B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event later than within forty-five (45) days after written notice is given by any party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
 - C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas. Any notice of dispute tendered by **CITY** should be addressed to Mr. Javier Guerrero of the **TASK FORCE**.

EXECUTED the _____ day of _____, 2023, by **CITY**, by its duly authorized agent, as evidenced by authorization by the **CITY COUNCIL**.

“CITY”
CITY OF SAN JUAN

By: _____
Mario Garza
Mayor

Attest By: _____
Diana Cavazos
City Secretary

ACKNOWLEDGMENT

EXECUTED the _____ day of _____, 2023, by **TASK FORCE**, by its duly authorized officer.

“TASK FORCE”
LRGV TPDES STORMWATER TASK FORCE
PARTNERSHIP, INC.

By: _____
Javier Guerrero
Executive Director

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MAY 31, 2023

Consider Approval of City Commission Meeting Minutes:

- January 10, 2023

- May 8, 2023

STAFF COMMENTS AND RECOMMENDATIONS:

Approval of City Commission Meeting Minutes.

RECOMMENDATION:

Approval of Minutes.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

MINUTES OF REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Tuesday, January 10, 2023

TIME: 6:00 p.m.

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

MEMBERS PRESENT: Mario Garza, Mayor
Mayor Pro – Tempore Leonardo “Lenny” Sanchez
Adina “Dina” Santillan, Commissioner
Ernesto “Neto” Guajardo, Commissioner
Marco “Markie” Villegas, Commissioner
Rick Palacios, City Attorney

STAFF PRESENT: Benjamin Arjona, City Manager
Nayeli Guerrero, Administrative Assistant III
Tirso Garza, Chief of Fire
Leandro Sifuentes, Interim Chief of Police
Leroy Gonzales, Finance Director
Adelaida Cordero, Director of Human Resources
Armandina Sesin, Library Director
Patrick Willingham, Director of Parks & Recreation
Daniel Tijerina, Director of Planning
Israel Garza, Director of Sanitation/ Public Works
Juan Carlos Martinez, Interim Director of Utilities
Mary Enriquez, Court Administrator
Pat Karr, Director of Information Technology

ORDER OF BUSINESS

- I. CALL MEETING TO ORDER:**
Mayor Mario Garza called meeting to order at 6:00 p.m.
- II. INVOCATION:**
Benjamin Arjona, City Manager led the Invocation.
- III. PLEDGE OF ALLEGIANCE:**
Mayor Mario Garza led the Pledge of Allegiance.
- IV. PUBLIC COMMENTS:**

DISCUSSION: Gilberto Gonzales claimed that a complaint involving Rolando Casas and the incident report that was submitted was brought up at the Hacienda El Rincon Event Center in

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, JANUARY 10, 2023**

relation to the noise and sound regulations on behalf of his neighbors. He requested that the city commission pay attention to the ordinance and noted that the complaint was made after 12:00 a.m. He would like the commission to evaluate the report that was published. Regarding car theft in their area, Ruben Navarro asked for an additional police patrol from 7:00 p.m. to 7:00 a.m.

V. PROCLAMATIONS

A. Proclamation Proclaiming January 2023 as Cervical Health Awareness Month.

DISCUSSION: Mario Lizcano, Administrator of Corporate Affairs for DHR Health and Clara Chapa, Community Outreach Director for the Advanced Care Center. Mrs. Chapa Provided some facts of Cervical Cancer how it tremendously affects our community being # 1 leading Cancer in Hispanic Women in this Country with Hidalgo County having the highest rate. Mr. Lizcano and Mrs. Chapa thanked the Commission for their Commitment. Commissioner Marco “Markie” Villegas read the proclamation.

VI. PRESENTATIONS

A. Presentation of the Launch of the San Juan Police Department Bike Patrol.

DISCUSSION: Leandro Sifuentes, Chief of Police, explained that the San Juan Police Department has seen an increase in physical activity at parks and neighborhoods along our local hike and hike trail, so to provide additional public safety police presence and community engagement with our citizens, the San Juan Police Department launched the Bike Patrol on January 9, 2023. Officers interested were trained, certified, and guided by the City of Pharr Police Department. Furthermore, the department received a great response from our citizens, and we would like to see more. Bike patrol efforts will be to increase public trust with our citizens and keep obtaining feedback from them. Chief Sifuentes introduced the five active bike patrol agents. Sgt. Elias Lopez, Officer Tellez, Officer Aguilar, and Officer De Los Santos. Mayor Mario Garza asked what were some of the concerns that were brought to them by the residents, to which Sgt. Lopez responded that all he has received from the citizens is a great response. Commissioner Adina "Dina" Santillan congratulated the Chief and all the officers for the great work they are doing. Commissioner Marco “Markie” Villegas stated he was grateful that the City of Pharr is helping with the training. Mayor Garza recommended a bike awareness event, maybe a bike run, and invited the community. He thanked them for the great work they were doing.

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

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

**CITY OF SAN JUAN
CITY COMMISSION MEETING
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DISCUSSION: Mayor Pro-Tem Leonardo "Lenny" Sanchez asked for an update regarding the non-emergency direct number to reach dispatch. Benjamin Arjona, City Manager stated they would take care of the issue. Commissioner Adina "Dina" Santillan asked Daniel Tijerina, Director of Planning, about the two employees that need to still take their code enforcement tests. Mr. Tijerina said that one would be taking their test that Friday and the other someday the following week. Commissioner Santillan questioned the response time and how there were a lot of blank times and delays. Tirso Garza, Fire Chief, replied that he tried to get a response from the ambulance department but had gotten no response, but that they did have a resident call at least twice a day. Mayor Mario Garza asked Leroy Gonzales, Director of Finance, if the \$7.00 brush fee was already added to the North Alamo Water Supply accounts and, if not, when it would be added, to which Mr. Gonzales responded that NAWS was already aware and we should see the fees by the end of the month.

VII. APPOINTMENTS

A. Consideration and Action to Appoint, Re-appoint and/or remove one (1) Board Member of the San Juan Civil Service Commission.

Mayor Mario Garza made motion to re-appoint David Alvarado to the San Juan Civil Service Commission and was seconded by Commissioner Ernesto "Neto" Guajardo. Motion Passed. (4-0)

B. Consideration and Action to Appoint, Re-appoint and/or remove one (1) Board Member of the Keep San Juan Beautiful Board.

Mayor Mario Garza made motion to appoint Javier Moreno to the Keep San Juan Beautiful Board and was seconded by Mayor Pro-Tem Leonardo "Lenny" Sanchez. Motion Passed. (4-0)

C. Consideration and Action to Appoint, Re-appoint and/or remove on (1) Board Member of the Police Athletic League (PAL).

DISCUSSION: Ruben Guajardo, Director of PAL stated that Moy Vazaldua resigned due to his employment.

Mayor Mario Garza made motion to appoint Rudy Guerra to the PAL Board and was seconded by Commissioner Ernesto "Neto" Guajardo. Motion Passed. (4-0)

D. Consideration and Action to Appoint, Re-appoint and/or remove Board Member(s) of the San Juan Economic Development Corporation Board.

No Action was Taken.

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

A. Discussion and Possible Action to Approve \$130,840.00 in Rehabilitation Work Needed at Lift Station # 17 by Buy-Board Vendor Southern Trenchless Solutions Funding is available through ARP funds.

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, JANUARY 10, 2023**

DISCUSSION: Benjamin Arjona, City Manager explained that this is an item discovered by a manhole here at the lift station right across the library the wet well needs to be rehabbed and this is an emergency to get approval.

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

B. Discussion and Possible Action to Contract TRIMAD CONSULTANTS, LLC to provide Engineering Services for Sanitary Sewer Improvements at the Alta Vista Subdivision.

DISCUSSION: Benjamin Arjona, City Manager explained that we have a clay line going through the alley so that as discussed previously the line must be replaced with a new 8” PVC line to better serve the residents. Mayor Mario Garza asked if these was coming out of the ARP funds to which Mr. Arjona stated yes.

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

C. Discussion and Possible Action to Contract TRIMAD CONSULTANTS, LLC to provide Engineering Services for Waterline Improvements at the Alta Vista Subdivision.

DISCUSSION: Benjamin Arjona, City Manager stated that not only the sewer line had to be replaced also the water line it is an old line. Juan Carlos Martinez stated that they are replacing a 2” cast iron line to an 8” PVC. Mayor Pro-Tem Leonardo “Lenny” Sanchez asked how old this line is, to which Mr. Martinez responded it was very old.

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

D. Discussion Consideration to Award RFB NO. 23-006-11-30 Annual Aluminum Sulfate/Blends Supply Water Treatment Plant # 1 an Authorize the City Manager to Execute all Related Documents as Needed to the Most Responsible Bidder.

DISCUSSION: Lori Maldonado, Purchasing Agent mentioned that there were 3 bids submitted, but only Chemtrait Chemicals was the only company who submitted a proposal with amounts and are the ones we have under contract. Mrs. Maldonado stated that staff recommended Chemtrait Chemicals.

Commissioner Marco “Markie” Villegas motion to approve and was seconded by Mayor Pro-Tem Leonardo “Lenny” Sanchez. Motion Passed (5-0)

E. Discussion and Consideration to award RFB NO. 23-007-11-30 Annual Aluminum Sulfate/Blends Supply Water Treatment Plant # 2 and Authorize the City Manager to Execute all Related Documents as Needed to the Most Responsible Bidder.

**CITY OF SAN JUAN
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DISCUSSION: Lori Maldonado, Purchasing Agent stated the city only received 2 bidders and only Chemtrait Chemicals submitted proposals. Mrs. Maldonado stated that staff recommendation was Chemtrait Chemicals.

Commissioner Ernesto “Neto” Guajardo motion to approve and was seconded by Mayor Pro Tem Leonardo “Lenny” Sanchez. Motion Passed (5-0)

F. Discussion and Consideration to Award RFP No. 23-005-12-15 City of San Juan Parks and Rec – phase 1 and Authorize the City manager to Negotiate a Contract with the most Responsible Bidder.

DISCUSSION: Lori Maldonado, Purchasing Agent stated On November 27, 2022, December 4, 2022, November 23, 2022 and November 30, 2022, Staff Advertised in The Monitor and The Advance Newspaper to Solicit Proposals for RFP NO. 23-005-12-15 City of San Juan Parks and Rec Park - Phase I. A Pre-Bid Conference was held on December 6, 2022 and a Bid Opening was held on December 15, 2022. The following bids were received:

1. DAVILA CONSTRUCTION, INC - MCALLEN, TX \$2.899 million
2. ECON GROUP, LLC - EDINBURG, TX \$4 million

Benjamin Arjona, City Manager, gave a brief breakdown of the proposals: Davila Construction submitted a bid of \$2.899 million, and ECON Group submitted a bid of \$4 million. Mayor Mario Garza mentioned this bid was for Phase I, which is the park alone. Edgar Villanueva, Project Manager with ERO Architects, gave a breakdown of totals. Mr. Villanueva recommended negotiating with the lowest qualified bidder.

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

G. Discussion and Possible Action to Authorize the City Manager to Advertise a Request for Proposals for Emergency Ambulance Services.

No Action was taken.

H. Discussion and Consideration to Award RFB NO. 23-004-11-22 Purchase of Unleaded Plus (89 Octane Rating) and Highway Diesel Fuel (Ultra-Low Sulfur) and Authorize the City Manager to Execute all Related Documents as needed to the most responsible bidder.

DISCUSSION: Lori Maldonado, Purchasing Agent stated that on November 2, 2022 and November 9, 2022, Staff Advertised in the Advance Newspaper to Solicit Bid Proposals for RFB NO. 23-004-11-22 Purchase of Unleaded Plus (89 Octane Rating) and Highway Diesel Fuel (Ultra-Low Sulfur). A Pre-Bid Conference was held on November 7, 2022 and a Bid Opening was held on November 22, 2022. The following bids were received:

1. Gold Star Petroleum, Inc. - Spring, TX
2. RGV Pump & Equipment, LLC - San Benito, TX

Mayor Mario Garza made motion to award RGV Pump & Equipment, LLCc. and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed. (5-0)

**CITY OF SAN JUAN
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IX. RESOLUTIONS

- A. Consideration Resolution to Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC) and Estancia Properties, LLC.**

DISCUSSION: Benjamin Arjona, City Manager stated this was a formality for an annexation.

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

- B. 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 Stewart Coves Subdivision being a 37.258-acre tract of land out of Lots 1 and 6, Stewarts Addition to the Conway Gardens, located at the Northwest corner of Moore and Stewart Roads, as Requested by Joyce E. Soulek Living Trust.**

DISCUSSION: Daniel Tijerina, Director of Planning stated this was a petition of a voluntary annexation a 37.258-acre tract of land out with 185 lots. Mr. Tijerina stated that staff recommended approval of the adoption of the resolution of the petition for voluntary annexation of Stewart Coves.

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

X. CONTRACTUALS

- A. Consider Authorizing the City Manager to Enter into a Contract Agreement with Tradition Energy as the Energy Supplier for the City of San Juan from January 1, 2023 through December 31, 2027.**

DISCUSSION: Drew Thornton from Traditional Energy was presented by Leroy Gonzales, Director of Finance. Traditional Energy was brought up by Mayor Mario Garza, who questioned Mr. Thornton whether they were a broker or not. He added that they had Omnia Partners, the largest government buying cooperative in the country, as their sole energy advisor. After providing a regional market overview, Mr. Thornton moved on to talk about pricing. Mr. Thornton's advice is to approve the five-year commitment, according to Benjamin Arjona, the City Manager.

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

XI. CONSENT AGENDA

- A. Consider Approval of the Tax Collection Report for October 2022.**
- B. Consider Approval of the Tax Collection Report for November 2022.**
- C. Consider Approval of the Budget Expenditure Report for the Month of October 2022.**

**CITY OF SAN JUAN
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**D. Consider Approval of the Budget Expenditure Report for the Month of
November 2022.**

**Mayor Pro Tem Leonardo “Lenny” Sanchez made motion to approve all items under
consent agenda and was seconded by Mayor Mario Garza. Motion Passed (5-0).**

XII. ADJOURNMENT 7:37 p.m.

**Mayor Pro Tem Leonardo “Lenny” Sanchez made motion to adjourn at 7:37 and was
seconded by Mayor Mario Garza. Motion passed. (5-0)**

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Brenda Escalante, City Secretary

MINUTES OF REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Monday, May 8, 2023

TIME: 6:00 p.m.

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

MEMBERS PRESENT: Mario Garza, Mayor
Mayor Pro – Tempore Leonardo “Lenny” Sanchez
Adina “Dina” Santillan, Commissioner
Ernesto “Neto” Guajardo, Commissioner
Marco “Markie” Villegas, Commissioner
Rick Palacios, City Attorney

STAFF PRESENT: Benjamin Arjona, City Manager
Brenda Escalante, City Secretary
Tirso Garza, Chief of Fire
Leandro Sifuentes, Interim Chief of Police
Leroy Gonzales, Finance Director
Adelaida Cordero, Director of Human Resources
Armandina Sesein, Library Director
Patrick Willingham, Director of Parks & Recreation
Monica Gomez, Asst. Director of Planning
Israel Garza, Director of Sanitation/ Public Works
Juan Carlos Martinez, Interim Director of Utilities
Mary Enriquez, Court Administrator
Greg Trevino, Public Information Officer

ORDER OF BUSINESS

- I. CALL MEETING TO ORDER:**
Mayor Mario Garza called meeting to order at 6:00 p.m.
- II. INVOCATION:**
Benjamin Arjona, City Manager led the Invocation.
- III. PLEDGE OF ALLEGIANCE:**
Mayor Mario Garza led the Pledge of Allegiance.
- IV. PUBLIC COMMENTS:**
There were no comments.

V. PRESENTATIONS

A. Presentation on a Proclamation Proclaiming the Month of May 2023 as Mental Health Awareness Month.

DISCUSSION: Adelaida Cordero, Director of Human Resources, presented the proclamation proclaiming the month of May 2023 as Mental Health Awareness Month. Ms. Cordero introduced Esther Lee Fuentes and Elizabeth Herrera with DHR Health, who thanked the City Commission for their support of mental health awareness. Veronica Hernandez, HR Generalist, informed the City Commission of upcoming mental health awareness events the city would be hosting for city staff. Marco "Markie" Villegas read the proclamation.

B. Presentation on a Proclamation Proclaiming May 14 - 20, 2023 as National Police Week.

DISCUSSION: Leandro Sifuentes, Interim Chief of Police, introduced the proclamation proclaiming May 14–20, 2023, as National Police Week and welcomed a couple off-duty police officers. Chief Sifuentes read the proclamation.

C. Presentation Regarding STC Educational Fair.

DISCUSSION: Adelaida Cordero, Director of Human Resources, informed the City Commission about STC reaching out to the city regarding the possibility of offering some courses, including HVAC, the GED program, fire science, the police academy, and truck driving for CDL courses. Ms. Cordero informed the City Commission and everyone present that the educational fair would take place on May 11th. Ms. Cordero introduces Ruben Flores, Laura Requena, and Dr. Ali Esmaeli, all members of South Texas College. Dr. Esmaeli gave a brief presentation about the different degrees STC offers. Ruben Flores thanked the City Commission for the opportunity to be present to offer the course to city employees. Laura Requena thanked the City Commission. Mayor Mario Garza asked about the possibility of the city joining STC to offer GED classes. Dr. Esmaeli stated that the STC Continue and Professional Development Division is available to provide the support that the city might need in order to start collaboration and cooperation.

D. Presentation to Recognize the PSJA Lady Bears Softball Team for their District Championship.

DISCUSSION: Patrick Willingham, Director of Parks and Recreation, presented the PSJA Lady Bears Softball Team as the 2023 31-6A District. Mr. Willingham congratulated and presented the team players.

E. Presentation on Upcoming 2023 Hurricane Preparedness. [Tirso Garza, Fire Chief/ Emergency Management Coordinator]

DISCUSSION: Tirso Garza, Fire Chief, informed the City Commission that the hurricane season lasts from June 1 to November 30. A storm that blew through on April 29th and caused significant damage also gave the event an early start. He also provided a brief update on the city's reaction to clean-up and recovery from different dangers, such as downed power lines and trees. The threshold for the county was 3.9 million, and the city of San Juan was at 1.3 million, he told the City Commission, mentioning the Hidalgo County Conference Call attendance. Chief Garza stated that while they have submitted the city's number, they do not yet have a reliable figure because adjusters are traveling to several places. He went ahead and informed them that 1800 sandbags were ready and that they were looking at purchasing a piece of equipment to make the sandbagging procedure

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, MAY 8, 2023**

easier. Chief Garza responded to Mayor Mario Garza's request for a city damage estimate by stating that the Fire Department's estimate is \$104,000 for all three roofs. When Mayor Garza inquired about the status of construction at the Fire Department, Chief Garza said that three structures should be finished in seven days. According to City Manager Benjamin Arjona, TML should provide an estimate by Friday. Mayor Garza inquired about the city's efforts to inform citizens on how to file damage reports. According to Chief Garza, the county is using QR code technology, which would be communicated over the Internet. The directors were given a deadline to submit their numbers, Chief Garza told me. The City Commission requested that the inhabitants be informed about the QR code as soon as possible. Chief Garza requested a 7-day extension of the severe thunderstorm disaster declaration until April 29, 2023. Additionally, according to Chief Garza, the city is ready for the forthcoming storm season. The whole city staff was recognized by the City Commission for their dedication and hard work.

F. Presentation on Departmental Reports: Department of Planning and Zoning, Department of Parks and Recreation, Department of Sanitation and San Juan Memorial Library.

- 1. Department of Planning and Zoning Monthly Report.**
- 2. Department of Parks and Recreation Monthly Report**
- 3. Department of Sanitation Monthly Report.**
- 4. San Juan Memorial Library Monthly Report**

DISCUSSION: Commissioner Ernesto “Neto” Guajardo asked for an update on the canopies located on the park to which Patrick Willingham, Director of Parks and Recreation stated that they were removed in order to resume with games. Commissioner Marco “Markie” Villegas asked to please look into cleaning up a city property that is located behind Big Boys Toys.

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

A. Discussion and Action, if any, of the Cooperation Agreement with the Hidalgo County Urban County Program Regarding the Re-Qualification Process for Fiscal Years 2024-2026. [Daniel Tijerina, Director of Planning]

DISCUSSION: Benjamin Arjona, City Manager, stated this item is just a formality to requalify for Urban County to be part of it. Monica Gomez, Asst. Director of Planning stated this was a Cooperation Agreement with Hidalgo County Urban County Program for the fiscal years thirty-seven (37), thirty-eight (38) and thirty-nine (39) which are the years of 2024-2027.

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

B. Preliminary and Final Plat Approval of the Shops at Chavez, Lot 6 Subdivision, being a 2.422-acre tract of land out of Lots 4 and 5, Block 35, Alamo Land and Sugar Company Subdivision, as Requested by Halff and Associates. [Daniel Tijerina, Director of Planning]

DISCUSSION: Monica Gomez, Asst. Director of Planning stated that this item was a preliminary and final plat approval of the Shops at Chavez lot 6 subdivision which is 2.422-acre tract into a one (1) commercial lot. Furthermore, the property is located at the Northwest corner of Frontage and Cesar Chavez Road also the proposed subdivision is in a flood zone “C” according to the FEMA

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, MAY 8, 2023**

Map. Water a sewer services will be provided by the City of San Juan and additional fire hydrants shall be installed as per San Juan Fire Department requirements. Mrs. Gomez stated that staff recommends approval.

Mayor Pro Tem Leonardo “Lenny” Sanchez motion to approve and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (5-0)

C. Discussion and Possible Action, if any, on Road Closures for the 5K For Heroes on May 27th, 2023. [Patrick Willingham, Director of Parks and Recreation]

DISCUSSION: Patrick Willingham, Director of Parks & Recreation stated this item is a 5K event sponsored by the RGV Marine Veterans Association. Mr. Willingham mentioned that they will be using our 5K route that we have developed for our city’s annual run. Furthermore, the Marine Veterans have asked us to assist them with the street closures for this event. Mayor Mario Garza recommended for the city to take care of city employees registration fee for this event.

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

XII. CONSENT AGENDA

- A. Consider Second and Final Reading of 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. Consider Second and Final Reading of 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. Consider Second and Final Reading of 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.**
- D. Consider Approval of City Commission Meeting Minutes:
- October 26, 2022**

Commissioner Marco “Markie” Villegas made motion to approve all items under consent agenda and was seconded by Mayor Mario Garza. Motion Passed (5-0).

XII. 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 of the Texas Government Code, Discussion and Possible Action Regarding the Entertainment for Fourth of July 2023.**
- 2. Pursuant to Section §551.071 of the Texas Government Code, Discussion and Possible Action Regarding a Lease Agreement with Gumbo's Deli.**
- 3. Pursuant to Section §551.071 of the Texas Government Code, Discussion and Possible Action Regarding the Creation of City of San Juan Noche De Paz Queen(s).**

Commissioner Marco “Markie” Villegas made motion to enter executive session at 7:03 p.m. and was seconded by Commissioner Ernesto “Neto” Guajardo. Motion passed (5-0)

XIII. RECONVENE

Mayor Pro Tem Leonardo “Lenny” Sanchez made motion to reconvene at 7:42 p.m. and was seconded by Commissioner Ernesto “Neto” Guajardo. Motion passed (5-0)

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

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

Mayor Mario Garza made motion to move forward as discussed under executive session and was seconded by Commissioner Ernesto “Neto” Guajardo. Motion Passed (5-0)

- 2. Pursuant to Section §551.071 of the Texas Government Code, Discussion and Possible Action Regarding a Lease Agreement with Gumbo's Deli.**

Mayor Mario Garza made motion to move forward as discussed under executive session and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (5-0)

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

Mayor Mario Garza made motion to move forward as discussed under executive session and was seconded by Commissioner Marco “Markie” Villegas. Motion Passed (5-0)

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, MAY 8, 2023**

XIV. ADJOURNMENT

Commissioner Ernesto “Neto” Guajardo made motion to adjourn at 7:43 p.m. and was seconded by Mayor Pro Tem Leonardo “Lenny” Sanchez. Motion passed. (5-0)

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Brenda Escalante, City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MAY 31, 2023

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

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Tax Collection Report for the Month of March 2023.

RECOMMENDATION:

Approve as Presented.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



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

To: Benjamin Arjona, City Manager
From: Leroy Gonzales, Director of Finance 
Date: May 12, 2023
Subject: Monthly Collection Report – March, 2023

Attached you will find the above referenced monthly tax collection report as submitted by Pablo "Paul" Villarreal Jr., County of Hidalgo, Tax Collector for the City of San Juan, Texas.

According to the property tax code, Section 10 **Reports and Remittances of Other Taxes**, "Each month the collector of taxes for a taxing unit shall prepare and submit to the governing body of the unit a written report made under oath accounting for all taxes collected for the unit during the preceding month".

The following summary is included into this memorandum for information purposes:

SUMMARY OF TAX LEVY COLLECTIONS					
Tax Year	2022	2021	2020	2019	2018
Tax Levy	10,077,461.55	9,088,383.56	8,178,632.33	7,793,728.78	7,286,363.64
Adjustment to date	67,971.89	65,817.85	267,480.56	(31,767.84)	(16,319.15)
Adjusted Tax Levy	10,145,433.44	9,154,201.41	8,446,112.79	7,761,960.94	7,270,044.49
Collections to date	9,231,430.81	8,834,000.89	8,133,995.20	7,396,436.76	6,913,739.06
Percentage Collected	90.77%	96.50%	95.30%	95.29%	95.10%

A Property Tax Adjustments Report (by account) for the same month and prior months is available from the Finance Department.

If you have any questions, please do not hesitate in calling me at 956-223-2232.

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

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

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN TAXES COLLECTED FOR:
MARCH 2023**

COMPARATIVE RATE OF COLLECTIONS

CITY OF SAN JUAN CSJ (37)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2022/2023	COLLECTED 2021/2022
2022 TAX ROLL	10,077,461.55	9,231,430.81		67,971.89	914,002.63	90.99%	91.67%
2021 & PRIOR YRS	1,238,990.29	178,184.99		(18,777.96)	1,042,027.34	14.60%	18.04%
ROLLBACK	12,542.85	19,912.32		17,604.36	10,234.89	66.05%	26.92%
TOTALS	11,328,994.69	9,429,528.12	-	66,798.29	1,966,264.86		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MARCH 2023

	CITY OF SAN JUAN	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	377,382.09	(4,715.74) CURRENT
CURRENT YEAR-P&I	24,726.65	
PRIOR YEARS-BASE TAX	33,833.52	(3,635.89) PRIOR
PRIOR YEARS-P&I	13,173.03	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	6,484.65	- PURGED
TOTAL COLLECTIONS	455,599.94	(8,351.63)
LESS TRANSFERRED	352,008.08	
LESS IN TRANSIT	100,007.89	
LESS DUE TO HCAD COMM. FEE	39.97	
LESS DUE TO CO TREASURER	3,544.00	
BALANCE	-	

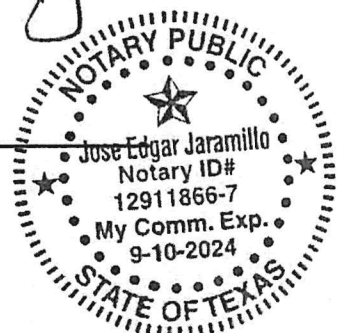
*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF SAN JUAN, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MARCH 2023 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR CITY OF SAN JUAN, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF APRIL 2023 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN
TAX COLLECTION REPORT
FOR THE MONTH OF MARCH 2023**

<u>AD VALOREM - CITY OF SAN JUAN</u>	<u>2022-2023</u>	<u>2021-2022</u>	<u>DIFFERENCE</u>
<u>2022 CURRENT</u>			
ORIGINAL LEVY	10,077,461.55	9,088,383.56	989,077.99
MODIFICATIONS	67,971.89	74,038.53	(6,066.64)
CURRENT LEVY	10,145,433.44	9,162,422.09	983,011.35
CURRENT COLLECTIONS THIS MONTH	377,382.09	290,613.31	86,768.78
CURRENT COLLECTIONS TO DATE	9,231,430.81	8,399,334.17	832,096.64
OUTSTANDING TO DATE	914,002.63	763,087.92	150,914.71
PERCENT COLLECTED/ORIGINAL	91.60%	92.42%	-0.82%
PERCENT COLLECTED/MODIFIED	90.99%	91.67%	-0.68%
TOTAL COLLECTIONS FISCAL YEAR	9,231,430.81	8,399,334.17	
<u>DELINQUENT</u>			
ORIGINAL LEVY	1,238,990.29	1,310,937.78	(71,947.49)
MODIFICATIONS	(18,777.96)	(14,337.44)	(4,440.52)
DELINQUENT LEVY	1,220,212.33	1,296,600.34	(76,388.01)
DELINQUENT COLLECTIONS THIS MONTH	33,833.52	62,283.80	(28,450.28)
DELINQUENT COLLECTIONS TO DATE	178,184.99	233,917.63	(55,732.64)
OUTSTANDING TO DATE	1,042,027.34	1,062,682.71	(20,655.37)
PERCENT COLLECTED/ORIGINAL	14.38%	17.84%	-3.46%
PERCENT COLLECTED/MODIFIED	14.60%	18.04%	-3.44%
TOTAL COLLECTIONS FISCAL YEAR	178,184.99	233,917.63	
<u>ROLLBACK</u>			
ORIGINAL LEVY	12,542.85	8,033.72	4,509.13
MODIFICATIONS	17,604.36	11,264.86	6,339.50
ROLLBACK LEVY	30,147.21	19,298.58	10,848.63
ROLLBACK COLLECTIONS THIS MONTH	0.00	5,196.14	(5,196.14)
ROLLBACK COLLECTIONS TO DATE	19,912.32	5,196.14	14,716.18
OUTSTANDING TO DATE	10,234.89	14,102.44	(3,867.55)
PERCENT COLLECTED/ORIGINAL	158.75%	64.68%	94.07%
PERCENT COLLECTED/MODIFIED	66.05%	26.92%	39.13%
TOTAL COLLECTIONS FISCAL YEAR	19,912.32	5,196.14	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF SAN JUAN
TAX COLLECTIONS FOR MONTH OF: MARCH 2023

37 - CSJ

REPORT DATE	CURR BASE	CURR P&I	CURR RB	PRIOR BASE	PRIOR P&I	PRIOR RB	ATTY FEES	ATTY RBFEES	TOTAL	TOTAL TRANSF	DIFF.	DATE OF TRANSF.
1-Mar	23,806.41	1,406.62		2,056.53	531.75		316.36		28,117.67		28,117.67	
2-Mar	13,558.85	964.00		902.54	224.13		163.66		15,813.18		15,813.18	
3-Mar	25,481.20	1,901.45		1,035.34	285.93		198.21		28,902.13		28,902.13	
6-Mar	18,994.04	1,467.99		976.11	302.86		160.23		21,901.23		21,901.23	
7-Mar	9,833.94	785.18		368.85	176.12		81.75		11,245.84		11,245.84	
8-Mar	4,058.66	497.61		2,101.19	514.08		302.44		7,473.98	109,910.03	(102,436.05)	15-Mar
9-Mar	12,793.74	956.90		5,149.41	1,879.68		1,047.50		21,827.23	21,827.23	-	16-Mar
10-Mar	10,471.74	823.38		1,118.75	307.99		175.30		12,897.16	12,897.16	(0.00)	17-Mar
13-Mar	16,922.16	1,426.24		1,175.94	574.20		226.29		20,324.83	20,324.83	-	20-Mar
14-Mar	7,775.61	668.37		834.72	186.86		129.49		9,595.05	9,595.05	-	21-Mar
15-Mar	2,039.64	204.38		608.54	162.91		81.61		3,097.08	3,097.08	-	22-Mar
16-Mar	34,948.96	820.93		1,106.38	318.26		213.24		37,407.77	37,407.77	-	23-Mar
17-Mar	13,494.54	1,090.60		162.84	48.85		31.75		14,828.58	14,828.58	0.00	24-Mar
20-Mar	57,701.67	1,467.55		1,450.35	424.17		135.32		61,179.06		61,179.06	
21-Mar	11,606.37	869.41		1,604.83	1,046.66		375.37		15,502.64		15,502.64	
22-Mar	8,088.15	675.05		3,594.96	924.53		332.54		13,615.23		13,615.23	
23-Mar	12,416.02	952.56		3,712.04	1,087.28		706.22		18,874.12		18,874.12	
24-Mar	12,657.14	1,077.70		3,509.24	2,148.36		774.86		20,167.30		20,167.30	
25-Mar	(3,752.83)	(2.37)		(3,460.37)	(2.43)		-		(7,218.00)	122,120.35	(129,338.35)	31-Mar
27-Mar	15,232.86	1,223.15		819.93	298.09		142.28		17,716.31	17,716.31	-	3-Apr
28-Mar	13,395.39	1,054.82		953.29	339.95		189.10		15,932.55	15,932.55	0.00	4-Apr
29-Mar	12,950.17	967.79		1,273.30	583.50		270.08		16,044.84	16,044.84	(0.00)	5-Apr
30-Mar	17,368.47	1,329.06		1,600.78	343.81		191.13		20,833.25	20,833.25	0.00	6-Apr
31-Mar	25,539.19	2,098.28		1,178.03	465.49		239.92		29,520.91	29,480.94	39.97	12-Apr
TTL	377,382.09	24,726.65	0.00	33,833.52	13,173.03	0.00	6,484.65	0.00	455,599.94	452,015.97	3,583.97	

OVERALL TOTAL	455,599.94
LESS REFUNDS	0.00
LESS HCAD COMM FEES	39.97
LESS COMM/COST	3,544.00
BALANCE	452,015.97
LESS TRANSFERRED	352,008.08
LESS TRANSF IN TRANSIT	100,007.89
BALANCE PENDING	0.00

FISCAL START: 10/01/2022 END: 09/30/2023 JURISDICTION: 0037 CITY OF SAN JUAN

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	1,537,667,138	11,340,264	1,549,007,402	00.676500	10,145,433.44	11,460
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2022	10,077,461.55	67,971.89	67,971.89	9,231,430.81	9,231,430.81	914,002.63	90.99	0.00
2021	321,108.86	10,976.28-	10,976.28-	109,770.81	109,770.81	200,361.77	35.39	0.00
2020	138,998.26	4,491.29	4,491.29	35,752.41	35,752.41	107,737.14	24.92	0.00
2019	100,186.60	5,704.59	5,704.59	20,385.07	20,385.07	85,506.12	19.25	0.00
2018	75,911.71	138.35-	138.35-	10,766.83	10,766.83	65,006.53	14.21	0.00
2017	59,453.49	254.85-	254.85-	5,753.91	5,753.91	53,444.73	9.72	0.00
2016	53,419.08	.00	.00	2,820.69	2,820.69	50,598.39	5.28	0.00
2015	50,079.67	.00	.00	1,382.46	1,382.46	48,697.21	2.76	0.00
2014	44,118.74	.00	.00	1,435.47	1,435.47	42,683.27	3.25	0.00
2013	41,794.16	.00	.00	883.72	883.72	40,910.44	2.11	0.00
2012	40,257.50	.00	.00	1,617.47	1,617.47	38,640.03	4.02	0.00
2011	51,672.62	.00	.00	1,152.10	1,152.10	50,520.52	2.23	0.00
2010	36,688.72	.00	.00	825.26	825.26	35,863.46	2.25	0.00
2009	36,853.00	.00	.00	649.49	649.49	36,203.51	1.76	0.00
2008	30,500.98	.00	.00	923.99	923.99	29,576.99	3.03	0.00
2007	27,360.14	.00	.00	862.72	862.72	26,497.42	3.15	0.00
2006	23,796.93	.00	.00	600.79	600.79	23,196.14	2.52	0.00
2005	20,302.93	.00	.00	378.83	378.83	19,924.10	1.87	0.00
2004	14,812.52	.00	.00	159.07	159.07	14,653.45	1.07	0.00
2003	15,335.78	.00	.00	135.03	135.03	15,200.75	.88	0.00
2002	12,750.47	.00	.00	418.94	418.94	12,331.53	3.29	0.00
2001	56,130.98	.00	.00	1,422.25	1,422.25	54,708.73	2.53	0.00
****	11,328,994.69	66,798.29	66,798.29	9,429,538.12	9,429,538.12	1,966,264.86		0.00
CURR	10,077,461.55	67,971.89	67,971.89	9,231,430.81	9,231,430.81	914,002.63		0.00
DELQ	1,251,533.14	1,173.60-	1,173.60-	198,097.31	198,097.31	1,052,262.23		0.00

CITY OF SAN JUAN, TEXAS
AS OF March 2023

Levy 2022 (22-23 YR)												
10,077,461.55	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEPT 2023
Adjustments	99,593.52	96,837.99	97,275.55	83,331.89	72,687.63	67,971.89	-	-	-	-	-	-
Adjstid Levy	10,177,055.07	10,174,299.54	10,174,737.10	10,160,793.44	10,150,149.18	10,145,433.44	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55
Collections	72,408.80	797,569.82	4,710,294.63	8,210,592.37	8,854,048.72	9,231,430.81	-	-	-	-	-	-
Percentage	0.71	7.84	46.29	80.81	87.23	90.99	-	-	-	-	-	-
Levy 2021 (21-22 YR)												
9,088,383.56	OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEPT 2022
Adjustments	103,468.54	102,204.24	96,189.28	92,010.27	86,694.75	74,038.53	73,011.86	71,038.66	70,491.94	70,491.94	65,817.85	65,817.85
Adjstid Levy	9,191,852.10	9,190,587.80	9,184,572.84	9,180,393.83	9,175,078.31	9,162,422.09	9,161,395.42	9,159,442.22	9,158,875.50	9,158,875.50	9,154,201.41	9,154,201.41
Collections	117,479.56	889,430.88	4,817,789.68	7,399,067.11	8,108,720.86	8,399,334.17	8,541,246.35	8,637,705.74	8,712,788.24	8,776,259.67	8,805,648.29	8,834,000.89
Percentage	1.28	9.68	52.46	80.60	88.38	91.67	93.23	94.30	95.13	95.82	96.19	96.50
Levy 2020 (20-21 YR)												
8,178,632.23	OCT 2020	NOV 2020	DEC 2020	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	SEPT 2021
Adjustments	286,189.51	287,603.92	287,434.23	281,486.41	277,644.91	269,697.34	268,515.52	268,245.14	267,796.38	267,796.38	267,480.56	267,480.56
Adjstid Levy	8,464,821.74	8,466,236.15	8,466,066.46	8,460,118.64	8,456,277.14	8,448,339.57	8,447,147.75	8,446,877.37	8,446,428.61	8,446,428.61	8,446,112.79	8,446,112.79
Collections	130,555.94	684,177.98	3,953,871.77	6,761,511.71	7,363,117.19	7,730,743.55	7,883,151.58	7,958,400.88	8,038,910.70	8,088,931.19	8,112,398.19	8,133,995.20
Percentage	1.54	8.08	46.70	79.92	87.07	91.51	93.32	94.22	95.18	95.77	96.05	96.30
Levy 2019 (19-20 YR)												
7,793,728.78	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	SEPT 2020
Adjustments	(2,881.85)	(8,507.53)	(10,226.02)	(12,344.25)	(8,461.48)	(24,205.85)	(24,205.85)	(26,575.44)	(26,496.84)	(31,605.07)	(31,605.07)	(31,767.84)
Adjstid Levy	7,790,846.93	7,785,221.25	7,783,502.76	7,781,384.53	7,785,267.30	7,769,522.93	7,769,522.93	7,767,153.34	7,767,231.94	7,762,123.71	7,762,123.71	7,761,960.94
Collections	175,292.78	640,774.22	3,552,655.97	6,112,934.56	6,653,965.90	6,935,008.58	7,038,803.16	7,163,810.26	7,269,120.58	7,334,802.90	7,369,890.49	7,396,486.76
Percentage	2.25	8.23	45.64	78.56	85.47	89.26	90.60	92.23	93.59	94.49	94.95	95.29
Levy 2018 (18-19 YR)												
7,286,363.64	OCT 2018	NOV 2018	DEC 2018	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEPT 2019
Adjustments	(1,478.12)	(296.36)	(1,465.69)	(6,625.78)	(9,052.83)	(11,708.08)	(13,529.11)	(14,311.16)	(14,818.41)	(14,818.41)	(14,818.41)	(16,319.15)
Adjstid Levy	7,286,363.64	7,286,067.28	7,284,897.95	7,279,737.86	7,277,310.79	7,274,655.56	7,272,834.53	7,272,052.48	7,271,545.23	7,271,545.23	7,271,545.23	7,270,044.49
Collections	40,446.92	465,847.78	3,420,804.86	5,752,692.83	6,215,142.89	6,505,324.90	6,627,411.69	6,726,104.39	6,801,180.60	6,848,618.95	6,886,059.71	6,913,739.06
Percentage	0.56	6.39	46.96	79.02	85.40	89.42	91.13	92.49	93.53	94.18	94.70	95.10
Levy 2017 (17-18 YR)												
7,112,363.88	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEPT 2018
Adjustments	10,342.19	7,030.81	19,613.03	15,576.11	6,300.15	5,051.36	(822.12)	(3,285.89)	(3,543.48)	(3,543.48)	(4,428.76)	(4,985.64)
Adjstid Levy	7,122,706.07	7,119,394.69	7,131,976.91	7,127,939.99	7,118,664.03	7,117,415.24	7,111,541.76	7,109,077.99	7,108,820.40	7,108,820.40	7,107,935.12	7,107,378.24
Collections	39,756.60	482,899.51	3,199,539.87	5,537,376.14	6,069,205.04	6,342,559.09	6,465,719.48	6,561,382.23	6,639,410.61	6,693,744.82	6,734,386.80	6,751,777.82
Percentage	0.56	6.78	44.86	77.69	85.26	89.11	90.92	92.30	93.40	94.16	94.74	95.00
Levy 2016 (16-17 YR)												
6,638,277.98	OCT 2016	NOV 2016	DEC 2016	JAN 2017	FEB 2017	MAR 2017	APR 2017	MAY 2017	JUN 2017	JUL 2017	AUG 2017	SEPT 2017
Adjustments	(2,244.53)	(3,422.70)	(7,758.17)	(10,913.72)	(10,913.72)	(15,052.40)	(16,164.85)	(15,889.62)	(16,537.42)	(16,537.42)	(16,537.42)	(19,259.27)
Adjstid Levy	6,636,033.45	6,634,855.28	6,630,519.81	6,627,364.26	6,627,364.26	6,623,225.58	6,622,123.13	6,622,388.36	6,621,740.56	6,621,740.56	6,621,740.56	6,619,018.71
Collections	38,038.02	484,217.14	2,932,614.30	5,130,709.37	5,593,914.24	5,874,412.22	5,981,376.95	6,063,246.26	6,135,073.86	6,173,392.85	6,211,806.10	6,232,308.52
Percentage	0.57	7.30	44.23	77.42	84.41	88.69	90.32	91.56	92.65	93.23	93.81	94.16

Levy 2015 (15-16 YR)

6,363,985.51	OCT 2015	NOV 2015	DEC 2015	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUN 2016	JUL 2016	AUG 2016	SEPT 2016
Adjustments	16,923.38	16,343.86	15,174.33	12,248.13	3,359.23	2,743.56	3,689.88	3,689.88	3,643.08	3,453.65	3,453.65	2,492.92
Adjst'd Levy	6,380,908.89	6,380,329.37	6,379,159.84	6,376,233.64	6,367,344.74	6,366,729.07	6,367,675.39	6,367,675.39	6,367,628.59	6,367,439.16	6,367,439.16	6,366,478.43
Collections	30,228.48	473,930.57	2,957,041.48	4,868,335.42	5,383,897.22	5,636,678.33	5,759,686.01	5,836,094.81	5,909,114.77	5,945,053.31	5,978,898.45	6,006,559.85
Percentage	0.47	7.43	46.35	76.35	84.55	88.53	90.45	91.65	92.80	93.37	93.90	94.35

Levy 2014 (14-15 YR)

6,062,874.30	OCT 2014	NOV 2014	DEC 2014	JAN 2015	FEB 2015	MAR 2015	APR 2015	MAY 2015	JUN 2015	JUL 2015	AUG 2015	SEPT 2015
Adjustments	60,733.51	60,140.93	56,698.99	53,665.41	34,516.60	24,796.93	23,779.34	27,488.04	24,224.31	23,656.24	22,138.85	22,138.85
Adjst'd Levy	6,123,607.81	6,122,015.23	6,119,573.29	6,116,539.71	6,097,390.90	6,087,671.23	6,086,453.64	6,090,362.34	6,087,098.61	6,086,530.54	6,085,013.15	6,085,013.15
Collections	16,215.04	492,588.40	2,645,528.79	4,602,715.11	5,106,457.36	5,336,845.78	5,422,212.16	5,503,371.53	5,593,139.34	5,669,786.37	5,702,816.66	5,720,270.90
Percentage	0.26	8.04	43.23	75.25	83.75	87.67	89.09	90.39	91.89	93.15	93.72	94.01

Levy 2013 (13-14 YR)

6,026,969.81	OCT 2013	NOV 13	DEC 13	JAN 14	FEB 14	MAR 14	APR 14	MAY 14	JUN 14	JUL 2014	AUG 2014	SEPT 14
Adjustments	(34.83)	4,339.90	2,590.79	(5,378.19)	(6,015.81)	(8,260.56)	(11,819.73)	(8,375.80)	(12,883.52)	(15,059.23)	(15,348.77)	(16,498.87)
Adjst'd Levy	6,026,934.98	6,031,309.71	6,029,560.60	6,021,591.62	6,020,954.00	6,018,709.25	6,015,150.08	6,018,594.01	6,014,086.29	6,011,910.58	6,011,621.04	6,010,470.94
Collections	32,279.62	601,876.01	2,596,943.90	4,373,398.17	4,986,813.44	5,265,476.99	5,363,199.71	5,431,795.38	5,510,781.54	5,573,532.08	5,598,332.25	5,620,809.41
Percentage	0.54	9.98	43.07	72.63	82.82	87.49	89.16	90.25	91.63	92.71	93.13	93.52

Levy 2012 (12-13 YR)

5,863,668.66	OCT 2012	NOV 12	DEC 12	JAN 13	FEB 13	MAR 13	APR 13	MAY 13	JUN 13	JUL 2013	AUG 2013	SEP 13
Adjustments	-	-	7,624.63	8,071.65	6,337.14	25,567.07	(6,855.00)	(7,107.30)	(13,669.36)	(13,669.36)	(14,510.29)	(15,355.04)
Adjst'd Levy	5,863,668.66	5,863,668.66	5,871,293.29	5,871,740.31	5,870,005.80	5,889,235.73	5,856,813.66	5,856,561.36	5,849,999.30	5,849,999.30	5,849,158.37	5,848,313.62
Collections	2,857.95	394,574.30	2,403,399.43	4,142,161.70	4,771,528.55	5,056,363.27	5,208,931.41	5,298,704.35	5,376,134.09	5,421,008.00	5,450,025.91	5,464,167.23
Percentage	0.05	6.73	40.93	70.54	81.29	85.86	88.94	90.47	91.90	92.67	93.18	93.43

Levy 2011 (FY 11-12)

5,807,342.89	OCT 11	Nov 11	Dec 11	Jan 12	Feb 12	Mar 12	Apr 12	May 12	Jun 12	JUL 2012	AUG 2012	Sept 12
Adjustments	(434.68)	9,757.00	7,191.02	6,935.04	6,744.28	2,616.92	1,327.13	(8,800.15)	(8,800.15)	(8,800.15)	(8,800.15)	(16,224.68)
Adjst'd Levy	5,806,908.21	5,817,099.89	5,814,533.91	5,814,277.93	5,814,087.17	5,809,959.81	5,808,670.02	5,798,542.74	5,798,542.74	5,798,542.74	5,791,108.21	5,791,108.21
Collections	25,371.26	392,871.83	2,396,193.95	4,155,865.79	4,708,746.12	4,965,341.54	5,065,102.65	5,150,088.82	5,222,129.74	5,277,964.33	5,311,263.11	5,330,189.09
Percentage	0.44	6.75	41.21	71.48	80.99	85.46	87.20	88.82	90.06	91.02	91.60	92.04

Levy 2010 (FY 10-11)

5,689,359.60	OCT 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sept 11
Adjustments	(369.63)	(2,132.72)	(365.30)	(4,588.62)	(4,901.42)	(5,178.87)	(6,706.52)	(2,962.02)	(4,257.62)	(11,079.53)	(11,173.60)	(11,810.88)
Adjst'd Levy	5,688,989.97	5,687,226.88	5,688,994.30	5,684,970.98	5,684,458.18	5,684,180.73	5,682,653.08	5,686,397.58	5,685,101.98	5,678,280.07	5,678,186.00	5,677,548.72
Collections	11,208.32	303,322.85	2,229,933.43	3,961,301.50	4,493,973.39	4,795,345.18	4,910,935.95	5,002,794.49	5,110,911.55	5,160,040.97	5,182,936.93	5,202,931.77
Percentage	0.20	5.33	39.20	69.68	79.06	84.36	86.42	87.98	89.90	90.87	91.28	91.64

Levy 2009 (FY 09-10)												
5,701,885.79	OCT 09	NOV 09	DEC 09	JAN 10	FEB 10	MAR 10	APR 10	MAY 10	JUN 10	JUL 10	AUG 10	SEP 10
Adjustments	-	7,424.84	16,530.13	14,684.93	14,684.93	(14,062.27)	(15,130.69)	(14,892.39)	(21,523.95)	(22,109.34)	(23,755.08)	(24,108.71)
Adjusted Levy	5,701,885.79	5,709,310.63	5,718,415.92	5,716,570.72	5,716,570.72	5,687,823.52	5,686,755.10	5,686,993.40	5,680,361.84	5,679,776.45	5,678,130.71	5,677,777.08
Collections	20,202.08	312,328.39	2,062,388.58	3,825,229.28	4,409,951.58	4,628,745.47	4,740,932.15	4,854,551.44	4,950,637.34	5,007,393.58	5,051,197.80	5,080,118.00
Percentage	0.35	5.47	36.07	66.91	77.14	81.38	83.37	85.36	87.15	88.16	88.96	89.47
Levy 2008 (FY 08-09)												
5,024,376.42	OCT 08	NOV 08	DEC 08	JAN 09	FEB 09	MAR 09	APR 09	MAY 09	JUN 09	JUL 09	AUG 09	SEP 09
Adjustments	2,627.82	36,019.13	60,676.90	60,676.90	52,123.47	29,177.11	27,155.50	23,864.16	23,053.80	23,047.86	23,047.86	22,638.15
Adjusted Levy	5,027,004.24	5,060,395.55	5,085,053.32	5,085,053.32	5,076,499.89	5,053,553.53	5,051,531.92	5,048,240.58	5,047,432.22	5,047,432.22	5,047,424.28	5,047,014.57
Collections	58,594.96	304,883.37	1,731,394.12	3,322,372.84	3,910,956.49	4,110,332.08	4,204,850.46	4,313,453.83	4,404,354.93	4,469,283.70	4,497,381.41	4,525,948.61
Percentage	1.17	6.02	34.05	65.34	77.04	81.34	83.24	85.44	87.26	88.55	89.10	89.68
Levy 2007 (FY 07-08)												
4,465,732.01	OCT 07	NOV 07	DEC 07	JAN 08	FEB 08	MAR 08	APR 08	MAY 08	JUN 08	JUL 08	AUG 08	SEP 08
Adjustments	5,634.29	25,650.41	26,468.55	26,317.38	23,912.91	53,985.03	70,876.85	70,208.10	75,327.65	75,857.78	75,857.78	71,443.44
Adjusted Levy	4,471,366.30	4,491,382.42	4,492,200.56	4,492,049.39	4,489,644.92	4,519,717.04	4,536,608.86	4,535,940.11	4,541,259.66	4,541,589.79	4,541,589.79	4,537,175.45
Collections	-	174,014.26	1,414,513.24	2,700,830.81	3,404,823.73	3,610,562.37	3,725,312.50	3,818,853.23	3,936,124.72	3,996,774.34	4,047,092.33	4,084,101.82
Percentage	-	3.87	31.49	60.12	75.84	79.88	82.12	84.19	86.67	88.00	89.11	90.01
Levy 2006 (FY 06-07)												
3,969,895.75	OCT 06	NOV 06	DEC 06	JAN 07	FEB 07	MAR 07	APR 07	MAY 07	JUN 07	JUL 07	AUG 07	SEP 07
Adjustments	652.70	3,094.18	3,880.78	2,673.19	2,956.92	1,511.22	1,882.04	4476.77	4,476.77	4,196.49	3,820.63	3,820.63
Adjusted Levy	3,970,548.45	3,972,989.93	3,973,776.53	3,972,568.94	3,972,852.67	3,971,406.97	3,971,777.79	3,974,372.52	3,974,372.52	3,974,092.24	3,973,716.37	3,973,716.37
Collections	7,623.95	256,052.80	1,252,142.50	2,367,711.39	2,955,181.63	3,152,274.42	3,241,653.45	3,311,256.82	3,396,702.55	3,450,406.31	3,507,247.07	3,543,750.21
Percentage	0.19	6.44	31.51	59.60	74.38	79.37	81.62	83.32	85.47	86.82	88.26	89.18
Levy 2005 (FY 05-06)												
3,624,334.79	OCT 05	NOV 05	DEC 05	JAN 06	FEB 06	MAR 06	APR 06	MAY 06	JUN 06	JUL 06	AUG 06	SEP 06
Adjustments	11,601.05	27,324.77	27,418.24	26,296.99	25,427.27	25,748.58	25,804.16	25,728.96	25,963.46	25,963.46	25,282.63	24,069.10
Adjusted Levy	3,635,935.84	3,651,659.56	3,651,753.03	3,650,631.78	3,649,762.06	3,650,083.37	3,650,138.95	3,650,063.75	3,650,298.25	3,650,298.25	3,649,617.42	3,648,403.89
Collections	235,068.44	1,216,067.43	1,485,867.17	2,145,921.90	2,680,117.58	2,859,160.58	2,942,344.67	3,001,789.83	3,069,943.94	3,123,142.83	3,160,234.59	3,184,175.39
Percentage	6.47	33.30	40.69	58.78	73.43	78.33	80.61	82.24	84.10	85.56	86.59	87.28
PREPARED BY: Leroy Gonzales												May 12, 2023

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MAY 31, 2023

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

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Tax Collection Report for the Month of April, 2023.

RECOMMENDATION:

Approve as Presented

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



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

To: Benjamin Arjona, City Manager
From: Leroy Gonzales, Director of Finance *X*
Date: May 12, 2023
Subject: Monthly Collection Report – April, 2023

Attached you will find the above referenced monthly tax collection report as submitted by Pablo "Paul" Villarreal Jr., County of Hidalgo, Tax Collector for the City of San Juan, Texas.

According to the property tax code, Section 10 **Reports and Remittances of Other Taxes**, "Each month the collector of taxes for a taxing unit shall prepare and submit to the governing body of the unit a written report made under oath accounting for all taxes collected for the unit during the preceding month".

The following summary is included into this memorandum for information purposes:

SUMMARY OF TAX LEVY COLLECTIONS					
Tax Year	2022	2021	2020	2019	2018
Tax Levy	10,077,461.55	9,088,383.56	8,178,632.33	7,793,728.78	7,286,363.64
Adjustment to date	68,311.03	65,817.85	267,480.56	(31,767.84)	(16,319.15)
Adjusted Tax Levy	10,145,772.58	9,154,201.41	8,446,112.79	7,761,960.94	7,270,044.49
Collections to date	9,343,762.57	8,834,000.89	8,133,995.20	7,396,436.76	6,913,739.06
Percentage Collected	92.10%	96.50%	95.30%	95.29%	95.10%

A Property Tax Adjustments Report (by account) for the same month and prior months is available from the Finance Department.

If you have any questions, please do not hesitate in calling me at 956-223-2232.

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

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

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN TAXES COLLECTED FOR:
APRIL 2023**

COMPARATIVE RATE OF COLLECTIONS

CITY OF SAN JUAN CSJ (37)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2022/2023	COLLECTED 2021/2022
2022 TAX ROLL	10,077,461.55	9,343,762.57		68,311.03	802,010.01	92.10%	93.23%
2021 & PRIOR YRS	1,238,990.29	206,254.18		(18,777.96)	1,013,958.15	16.90%	20.06%
ROLLBACK	12,542.85	20,739.22		21,262.94	13,066.57	61.35%	37.35%
TOTALS	11,328,994.69	9,570,755.97	-	70,796.01	1,829,034.73		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF APRIL 2023

	CITY OF SAN JUAN	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	112,331.76	339.14 CURRENT
CURRENT YEAR-P&I	11,058.31	
PRIOR YEARS-BASE TAX	28,069.19	- PRIOR
PRIOR YEARS-P&I	14,752.59	
ROLLBACK	826.90	3,658.58 ROLLBACK
ROLLBACK P&I	223.26	
ATTORNEY FEES	4,219.03	- PURGED
TOTAL COLLECTIONS	171,481.04	3,997.72
LESS TRANSFERRED	90,290.76	
LESS IN TRANSIT	77,625.96	
LESS DUE TO HCAD COMM. FEE	20.32	
LESS DUE TO CO TREASURER	3,544.00	

BALANCE

*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF SAN JUAN, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF APRIL 2023 IS CORRECT.

Pablo (Paul) Villarreal Jr.
ASSESSOR-COLLECTOR OF TAXES FOR CITY OF SAN JUAN, TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF MAY 2023 A.D.

Mark Martinez
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF SAN JUAN
TAX COLLECTION REPORT
FOR THE MONTH OF APRIL 2023**

<u>AD VALOREM - CITY OF SAN JUAN</u>	<u>2022-2023</u>	<u>2021-2022</u>	<u>DIFFERENCE</u>
<u>2022 CURRENT</u>			
ORIGINAL LEVY	10,077,461.55	9,088,383.56	989,077.99
MODIFICATIONS	68,311.03	73,011.86	(4,700.83)
CURRENT LEVY	10,145,772.58	9,161,395.42	984,377.16
CURRENT COLLECTIONS THIS MONTH	112,331.76	141,912.18	(29,580.42)
CURRENT COLLECTIONS TO DATE	9,343,762.57	8,541,246.35	802,516.22
OUTSTANDING TO DATE	802,010.01	620,149.07	181,860.94
PERCENT COLLECTED/ORIGINAL	92.72%	93.98%	-1.26%
PERCENT COLLECTED/MODIFIED	92.10%	93.23%	-1.13%
TOTAL COLLECTIONS FISCAL YEAR	9,343,762.57	8,541,246.35	
<u>DELINQUENT</u>			
ORIGINAL LEVY	1,238,990.29	1,310,937.78	(71,947.49)
MODIFICATIONS	(18,777.96)	(18,110.71)	(667.25)
DELINQUENT LEVY	1,220,212.33	1,292,827.07	(72,614.74)
DELINQUENT COLLECTIONS THIS MONTH	28,069.19	25,450.50	2,618.69
DELINQUENT COLLECTIONS TO DATE	206,254.18	259,368.13	(53,113.95)
OUTSTANDING TO DATE	1,013,958.15	1,033,458.94	(19,500.79)
PERCENT COLLECTED/ORIGINAL	16.65%	19.78%	-3.13%
PERCENT COLLECTED/MODIFIED	16.90%	20.06%	-3.16%
TOTAL COLLECTIONS FISCAL YEAR	206,254.18	259,368.13	
<u>ROLLBACK</u>			
ORIGINAL LEVY	12,542.85	8,033.72	4,509.13
MODIFICATIONS	21,262.94	11,264.86	9,998.08
ROLLBACK LEVY	33,805.79	19,298.58	14,507.21
ROLLBACK COLLECTIONS THIS MONTH	826.90	2,011.68	(1,184.78)
ROLLBACK COLLECTIONS TO DATE	20,739.22	7,207.82	13,531.40
OUTSTANDING TO DATE	13,066.57	12,090.76	975.81
PERCENT COLLECTED/ORIGINAL	165.35%	89.72%	75.63%
PERCENT COLLECTED/MODIFIED	61.35%	37.35%	24.00%
TOTAL COLLECTIONS FISCAL YEAR	20,739.22	7,207.82	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF SAN JUAN
TAX COLLECTIONS FOR MONTH OF: APRIL 2023

37 - CSJ REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	PRIOR RB P&I	ATTY FEES	ATTY RBFEES	TOTAL	TOTAL TRANSF	DIFF.	DATE OF TRANSF.
3-Apr	4,152.63	312.47			1,131.14	973.68			82.89		6,652.81		6,652.81	21-Apr
4-Apr	3,617.77	266.93			1,069.20	372.95			226.55		5,553.40		5,553.40	
5-Apr	6,619.70	588.74			947.67	310.91			188.80		8,655.82		8,655.82	
6-Apr	3,951.46	329.38			836.62	282.64			160.38		5,560.48		5,560.48	
6-Apr							826.90	223.26			1,050.16	1,050.16	(0.00)	21-Apr
10-Apr	7,815.35	827.35			827.95	273.35			219.17		9,963.17		9,963.17	
11-Apr	3,615.76	377.34			788.07	283.13			157.52		5,221.82		5,221.82	
12-Apr	3,132.49	348.75			314.44	330.20			65.91		4,191.79		(38,063.50)	21-Apr
13-Apr	4,441.92	466.64			85.56	33.37			17.84		5,045.33		5,045.33	
14-Apr	5,616.42	475.70			1,298.30	584.03			279.67		8,254.12		8,254.12	
17-Apr	1,116.23	84.14			584.88	451.33			137.23		2,373.81	15,673.26	(13,299.45)	24-Apr
18-Apr	7,946.55	827.99			1,470.11	328.62			265.46		10,838.73	10,838.73	0.00	25-Apr
19-Apr	9,096.22	954.13			350.08	162.80			76.92		10,640.15	10,640.15	(0.00)	26-Apr
20-Apr	4,249.60	416.57			1,790.05	647.58			171.13		7,274.93	7,274.93	-	27-Apr
21-Apr	2,029.56	217.77			187.57	50.65			72.69		2,558.24	2,558.24	0.00	28-Apr
24-Apr	5,683.87	565.63			2,048.66	789.99			366.10		9,454.25	9,454.25	-	1-May
25-Apr	6,704.27	679.29			32.17	8.70			15.98		7,440.41	7,440.41	-	2-May
26-Apr	7,091.92	759.66			2,733.33	2,015.22			435.30		13,035.43	13,035.43	(0.00)	3-May
27-Apr	5,477.19	600.44			259.08	91.06			161.13		6,588.90	6,588.90	-	4-May
28-Apr	19,972.85	1,959.39			11,314.31	6,762.38			1,118.36		41,127.29	41,106.97	20.32	9-May
TTL	112,331.76	11,958.31	0.00	0.00	28,069.19	14,752.59	826.90	223.26	4,219.03	0.00	171,481.04	167,916.72	3,564.32	

OVERALL TOTAL	171,481.04
LESS REFUNDS	0.00
LESS HEAD COMM FEES	20.32
LESS COMM/COST	3,544.00
BALANCE	167,916.72
LESS TRANSFERRED	90,290.76
LESS TRANSF IN TRANSIT	77,625.96
BALANCE PENDING	0.00

FISCAL START: 10/01/2022 END: 09/30/2023 JURISDICTION: 0037 CITY OF SAN JUAN

CURRENT YEAR	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	1,537,667,138	11,340,264	1,549,007,402	00.676500	10,145,772.58	11,722

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2022	10,077,461.55	339.14	68,311.03	112,331.76	9,343,762.57	802,010.01	92.10	0.00
2021	320,200.52	.00	16,796.10	9,203.40	112,246.05	191,158.37	37.00	0.00
2020	134,486.85	.00	1,374.58	4,178.63	33,345.91	99,766.36	25.05	0.00
2019	95,105.83	.00	214.08	2,035.92	15,821.96	79,069.79	16.67	0.00
2018	74,157.05	.00	138.35	1,344.97	12,111.80	61,906.90	16.36	0.00
2017	59,165.82	.00	254.85	1,265.53	7,019.44	51,891.53	11.92	0.00
2016	53,419.08	.00	0.00	1,195.34	4,016.03	49,403.05	7.52	0.00
2015	50,079.67	.00	0.00	1,214.97	2,597.43	47,482.24	5.19	0.00
2014	44,118.74	.00	0.00	674.17	2,109.64	42,009.10	4.78	0.00
2013	41,794.16	.00	0.00	1,359.96	2,243.68	39,550.48	5.37	0.00
2012	40,257.50	.00	0.00	1,032.71	2,710.18	37,547.32	6.73	0.00
2011	51,672.62	.00	0.00	756.27	1,908.37	49,764.25	3.69	0.00
2010	36,688.72	.00	0.00	1,481.82	2,307.08	34,381.64	6.29	0.00
2009	36,853.00	.00	0.00	812.76	1,462.25	35,390.75	3.97	0.00
2008	30,500.98	.00	0.00	845.43	1,769.42	28,731.56	5.80	0.00
2007	27,360.14	.00	0.00	70.88	933.60	26,426.54	3.41	0.00
2006	23,796.93	.00	0.00	76.41	677.20	23,119.73	2.85	0.00
2005	20,302.93	.00	0.00	0.00	378.83	19,924.10	1.87	0.00
2004	14,812.52	.00	0.00	0.00	159.07	14,653.45	1.07	0.00
2003	15,335.78	.00	0.00	241.18	376.21	14,959.57	2.45	0.00
2002	12,750.47	.00	0.00	35.09	454.03	12,296.44	3.56	0.00
2001	56,130.98	.00	0.00	183.75	1,606.00	54,524.98	2.86	0.00
***	11,316,451.84	339.14	49,533.07	140,400.95	9,550,016.75	1,815,968.16		0.00
CURR	10,077,461.55	339.14	68,311.03	112,331.76	9,343,762.57	802,010.01		0.00
DELQ	1,238,990.29	.00	18,777.96	28,069.19	206,254.18	1,013,958.15		0.00

FISCAL START: 10/01/2022 END: 09/30/2023 JURISDICTION: 0037 CITY OF SAN JUAN

CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
0	0	0	00.000000	0.00	0

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2021	908.34	1,219.79	7,039.61	0.00	6,728.16	1,219.79	84.65	0.00
2020	4,511.41	1,229.29	7,095.16	0.00	6,585.13	5,021.44	56.74	0.00
2019	5,080.77	1,209.50	7,128.17	263.93	6,862.96	5,345.98	56.21	0.00
2018	1,754.66	.00	0.00	275.30	275.30	1,479.36	15.69	0.00
2017	287.67	.00	0.00	287.67	287.67	0.00	0.00	0.00
***	12,542.85	3,658.58	21,262.94	826.90	20,739.22	13,066.57		0.00
CURR	0.00	.00	0.00	0.00	0.00	0.00		0.00
DELO	12,542.85	3,658.58	21,262.94	826.90	20,739.22	13,066.57		0.00

CITY OF SAN JUAN, TEXAS
AS OF April, 2023

Levy 2022 (22-23 YR)

Adjustments	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEPT 2023
Adjst'd Levy	99,593.52	96,837.99	97,275.55	83,331.89	72,687.63	67,971.89	68,311.03	-	10,077,461.55	10,077,461.55	10,077,461.55	10,077,461.55
Adjustment	10,177,055.07	10,174,299.54	10,174,757.10	10,160,793.44	10,150,149.18	10,145,433.44	10,145,772.58	-	-	-	-	-
Collections	72,408.80	797,569.82	4,710,294.63	8,210,592.37	8,854,048.72	9,231,430.81	9,343,762.57	-	-	-	-	-
Percentage	0.71	7.84	46.29	80.81	87.23	90.99	92.10	-	-	-	-	-

Levy 2021 (21-22 YR)

Adjustments	OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEPT 2022
Adjst'd Levy	103,468.54	102,204.24	96,189.28	92,010.27	86,094.75	74,038.53	73,011.86	71,058.66	70,491.94	70,491.94	65,817.85	65,817.85
Adjustment	9,191,852.10	9,190,587.80	9,184,572.84	9,180,392.83	9,175,078.31	9,162,422.09	9,161,395.42	9,159,442.22	9,158,875.50	9,158,875.50	9,154,201.41	9,154,201.41
Collections	117,479.56	889,430.88	4,817,789.68	7,399,067.11	8,108,720.86	8,399,334.17	8,541,246.35	8,637,705.74	8,712,788.24	8,776,259.67	8,805,648.29	8,834,000.89
Percentage	1.28	9.68	52.46	80.60	88.38	91.67	93.23	94.30	95.13	95.82	96.19	96.50

Levy 2020 (20-21 YR)

Adjustments	OCT 2020	NOV 2020	DEC 2020	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	SEPT 2021
Adjst'd Levy	286,189.51	287,003.92	287,434.23	281,486.41	277,644.91	269,697.34	268,515.52	268,245.14	267,796.38	267,796.38	267,480.56	267,480.56
Adjustment	8,464,821.74	8,466,236.15	8,466,066.46	8,460,118.64	8,456,277.14	8,448,329.57	8,447,147.75	8,446,877.37	8,446,428.61	8,446,428.61	8,446,112.79	8,446,112.79
Collections	130,555.94	684,177.98	3,953,871.77	6,761,511.71	7,363,117.19	7,730,743.55	7,883,151.58	7,958,400.88	8,038,910.70	8,088,931.19	8,112,398.19	8,133,995.20
Percentage	1.54	8.08	46.70	79.92	87.07	91.51	93.32	94.22	95.18	95.77	96.05	96.30

Levy 2019 (19-20 YR)

Adjustments	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	SEPT 2020
Adjst'd Levy	7,790,846.93	7,785,221.25	7,783,502.76	7,781,384.53	7,785,267.30	7,769,522.93	7,769,522.93	7,767,153.34	7,767,231.94	7,762,123.71	7,761,960.94	7,761,960.94
Adjustment	175,292.78	640,774.22	3,552,655.97	6,112,934.56	6,653,965.90	6,935,008.58	7,038,803.16	7,163,810.26	7,269,120.58	7,334,802.90	7,369,890.49	7,396,486.76
Collections	175,292.78	640,774.22	3,552,655.97	6,112,934.56	6,653,965.90	6,935,008.58	7,038,803.16	7,163,810.26	7,269,120.58	7,334,802.90	7,369,890.49	7,396,486.76
Percentage	2.25	8.23	45.64	78.56	85.47	89.26	90.60	92.23	93.59	94.49	94.95	95.29

Levy 2018 (18-19 YR)

Adjustments	OCT 2018	NOV 2018	DEC 2018	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEPT 2019
Adjst'd Levy	7,286,363.64	7,286,363.64	7,284,897.95	7,279,737.86	7,272,310.79	7,274,655.56	7,272,834.53	7,272,052.48	7,271,545.23	7,271,545.23	7,271,545.23	7,270,044.49
Adjustment	40,446.92	465,847.78	3,420,804.86	5,752,692.83	6,215,142.89	6,502,324.90	6,627,411.69	6,726,104.39	6,801,180.60	6,848,618.95	6,886,059.71	6,913,739.06
Collections	40,446.92	465,847.78	3,420,804.86	5,752,692.83	6,215,142.89	6,502,324.90	6,627,411.69	6,726,104.39	6,801,180.60	6,848,618.95	6,886,059.71	6,913,739.06
Percentage	0.56	6.39	46.96	79.02	85.40	89.42	91.13	92.49	93.53	94.18	94.70	95.10

Levy 2017 (17-18 YR)

Adjustments	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEPT 2018
Adjst'd Levy	7,122,706.07	7,119,394.69	7,131,976.91	7,127,939.99	7,118,664.03	7,117,415.24	7,111,541.76	7,109,077.99	7,108,820.40	7,108,820.40	7,107,935.12	7,107,378.24
Adjustment	39,756.60	482,899.51	3,199,539.87	5,537,376.14	6,069,205.04	6,342,559.09	6,465,719.48	6,561,382.23	6,639,410.61	6,693,744.82	6,734,386.80	6,751,777.82
Collections	39,756.60	482,899.51	3,199,539.87	5,537,376.14	6,069,205.04	6,342,559.09	6,465,719.48	6,561,382.23	6,639,410.61	6,693,744.82	6,734,386.80	6,751,777.82
Percentage	0.56	6.78	44.86	77.69	85.26	89.11	90.92	92.30	93.40	94.16	94.74	95.00

Levy 2016 (16-17 YR)

Adjustments	OCT 2016	NOV 2016	DEC 2016	JAN 2017	FEB 2017	MAR 2017	APR 2017	MAY 2017	JUN 2017	JUL 2017	AUG 2017	SEPT 2017
Adjst'd Levy	6,636,033.45	6,634,855.28	6,630,519.81	6,627,364.26	6,627,364.26	6,623,225.58	6,622,123.13	6,622,388.36	6,621,740.56	6,621,740.56	6,621,740.56	6,619,018.71
Adjustment	38,038.02	484,217.14	2,932,614.30	5,130,709.37	5,593,914.24	5,874,412.22	5,981,376.95	6,063,246.26	6,135,073.86	6,173,392.85	6,211,806.10	6,232,308.52
Collections	38,038.02	484,217.14	2,932,614.30	5,130,709.37	5,593,914.24	5,874,412.22	5,981,376.95	6,063,246.26	6,135,073.86	6,173,392.85	6,211,806.10	6,232,308.52
Percentage	0.57	7.30	44.23	77.42	84.41	88.69	90.32	91.56	92.65	93.23	93.81	94.16

Levy 2015 (15-16 YR)													
6,363,985.51													
Adjustments	OCT 2015	NOV 2015	DEC 2015	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUN 2016	JUL 2016	AUG 2016	SEPT 2016	
Adjusted Levy	16,923.38	16,343.86	15,174.33	12,248.13	3,359.23	2,743.36	3,689.88	3,689.88	6,367,628.59	3,453.65	3,453.65	2,492.92	
	6,380,908.89	6,380,329.37	6,379,159.84	6,376,233.64	6,367,344.74	6,366,729.07	6,367,675.39	6,367,675.39	5,909,114.77	5,945,053.31	5,978,898.45	6,006,559.85	
Collections	30,228.48	473,930.57	2,957,041.48	4,868,335.42	5,383,897.22	5,636,678.33	5,759,686.01	5,836,094.81	5,909,114.77	5,945,053.31	5,978,898.45	6,006,559.85	
Percentage	0.47	7.43	46.35	76.35	84.55	88.53	90.45	91.65	92.80	93.37	93.90	94.35	
Levy 2014 (14-15 YR)													
6,062,874.30													
Adjustments	OCT 2014	NOV 2014	DEC 2014	JAN 2015	FEB 2015	MAR 2015	APR 2015	MAY 2015	JUN 2015	JUL 2015	AUG 2015	SEPT 2015	
Adjusted Levy	60,733.51	60,140.93	36,698.99	34,516.60	24,796.93	23,579.34	27,488.04	27,488.04	24,224.31	23,656.24	22,138.85	22,138.85	
	6,123,015.23	6,123,015.23	6,119,573.29	6,116,539.71	6,097,390.90	6,087,671.23	6,086,453.64	6,090,362.34	6,018,086.29	6,086,530.54	6,085,013.15	6,085,013.15	
Collections	16,215.04	492,588.40	2,645,528.79	4,602,715.11	5,106,457.36	5,336,845.78	5,422,212.16	5,505,371.53	5,593,139.34	5,669,786.37	5,702,816.66	5,720,270.90	
Percentage	0.26	8.04	43.23	75.25	83.75	87.67	89.09	90.39	91.89	93.15	93.72	94.01	
Levy 2013 (13-14 YR)													
6,026,969.81													
Adjustments	OCT 2013	NOV 13	DEC 13	JAN 14	FEB 14	MAR 14	APR 14	MAY 14	JUN 14	JUL 2014	AUG 2014	SEPT 14	
Adjusted Levy	(34.83)	4,339.90	2,590.79	(5,378.19)	(6,015.81)	(8,260.56)	(11,819.73)	(8,375.80)	(12,883.52)	(15,059.23)	(15,348.77)	(16,498.87)	
	6,026,934.98	6,031,309.71	6,029,560.60	6,021,591.62	6,020,954.00	6,018,709.25	6,015,150.08	6,018,594.01	6,014,086.29	6,011,910.58	6,011,621.04	6,010,470.94	
Collections	32,279.62	601,876.01	2,596,943.90	4,373,398.17	4,986,813.44	5,265,476.99	5,363,199.71	5,431,795.38	5,510,781.54	5,573,532.08	5,598,332.25	5,620,809.41	
Percentage	0.54	9.98	43.07	72.63	82.82	87.49	89.16	90.25	91.63	92.71	93.13	93.52	
Levy 2012 (12-13 YR)													
5,863,668.66													
Adjustments	OCT 2012	NOV 12	DEC 12	JAN 13	FEB 13	MAR 13	APR 13	MAY 13	JUN 13	JUL 2013	AUG 2013	SEP 13	
Adjusted Levy	(34.83)	5,863,668.66	7,624.63	8,071.65	6,337.14	25,567.07	(6,855.00)	(7,107.30)	(13,669.36)	(13,669.36)	(14,510.29)	(15,355.04)	
	5,863,668.66	5,871,293.29	5,871,293.29	5,871,740.31	5,870,005.80	5,889,235.73	5,856,813.66	5,856,561.36	5,849,999.30	5,849,999.30	5,849,158.37	5,848,313.62	
Collections	2,857.95	394,574.30	2,403,399.43	4,142,161.70	4,771,528.55	5,056,363.27	5,208,931.41	5,298,704.35	5,376,134.09	5,421,008.00	5,450,025.91	5,464,167.23	
Percentage	0.05	6.73	40.93	70.54	81.29	85.86	88.94	90.47	91.90	92.67	93.18	93.43	
Levy 2011 (FY 11-12)													
5,807,342.89													
Adjustments	OCT 11	Nov 11	Dec 11	Jan 12	Feb 12	Mar 12	Apr 12	May 12	Jun 12	JUL 2012	AUG 2012	Sept 12	
Adjusted Levy	(434.68)	9,757.00	7,191.02	6,935.04	6,744.28	2,616.92	1,327.13	(8,800.15)	(8,800.15)	(8,800.15)	(8,800.15)	(16,234.68)	
	5,806,908.21	5,817,099.89	5,814,533.91	5,814,277.93	5,814,087.17	5,809,959.81	5,808,670.02	5,798,542.74	5,798,542.74	5,798,542.74	5,798,542.74	5,791,108.21	
Collections	25,371.26	392,871.83	2,396,193.95	4,155,865.79	4,708,746.12	4,965,341.54	5,065,102.65	5,150,088.82	5,222,129.74	5,277,964.33	5,311,263.11	5,330,189.09	
Percentage	0.44	6.75	41.21	71.48	80.99	85.46	87.20	88.82	90.06	91.02	91.60	92.04	
Levy 2010 (FY 10-11)													
5,689,359.60													
Adjustments	OCT 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sept 11	
Adjusted Levy	(369.63)	(2,132.72)	(365.30)	(4,388.62)	(4,901.42)	(5,178.87)	(6,706.52)	(2,962.02)	(4,257.62)	(11,079.53)	(11,173.60)	(11,810.88)	
	5,688,989.97	5,687,226.88	5,688,994.30	5,684,970.98	5,684,458.18	5,684,180.73	5,682,653.08	5,686,397.58	5,685,101.98	5,678,280.07	5,678,186.00	5,677,548.72	
Collections	11,208.32	303,322.85	2,228,933.43	3,961,301.50	4,493,973.39	4,795,345.18	4,910,935.95	5,002,794.49	5,110,911.55	5,160,040.97	5,182,936.93	5,202,931.77	
Percentage	0.20	5.33	39.20	69.68	79.06	84.36	86.42	87.98	89.90	90.87	91.28	91.64	

Levy 2009 (FY 09-10)												
5,701,885.79	OCT 09	NOV 09	DEC 09	JAN 10	FEB 10	MAR 10	APR 10	MAY 10	JUN 10	JUL 10	AUG 10	SEP 10
Adjustments	-	7,424.84	16,530.13	14,684.93	14,684.93	(14,062.27)	(15,130.69)	(14,892.39)	(21,523.95)	(22,109.34)	(23,755.08)	(24,108.71)
Adjusted Levy	5,701,885.79	5,709,310.63	5,718,415.92	5,716,570.72	5,716,570.72	5,687,823.52	5,686,755.10	5,686,993.40	5,680,361.84	5,679,776.45	5,678,130.71	5,677,777.08
Collections	20,202.08	312,328.39	2,062,388.58	3,825,229.28	4,409,951.58	4,628,745.47	4,740,932.15	4,854,551.44	4,950,637.34	5,007,393.58	5,051,197.80	5,080,118.00
Percentage	0.35	5.47	36.07	66.91	77.14	81.38	83.37	85.36	87.15	88.16	88.96	89.47
Levy 2008 (FY 08-09)												
5,024,376.42	OCT 08	NOV 08	DEC 08	JAN 09	FEB 09	MAR 09	APR 09	MAY 09	JUN 09	JUL 09	AUG 09	SEP 09
Adjustments	2,627.82	36,019.13	60,676.90	60,676.90	52,123.47	29,177.11	27,155.50	23,864.16	23,053.80	23,053.80	23,047.86	22,638.15
Adjusted Levy	5,027,004.24	5,060,395.55	5,085,053.32	5,085,053.32	5,076,499.89	5,053,553.53	5,051,331.92	5,048,240.58	5,047,432.22	5,047,432.22	5,047,424.28	5,047,014.57
Collections	58,594.96	304,883.37	1,731,394.12	3,322,372.84	3,910,956.49	4,110,332.08	4,204,850.46	4,313,453.83	4,404,354.93	4,469,283.70	4,497,381.41	4,525,948.61
Percentage	1.17	6.02	34.05	65.34	77.04	81.34	83.24	85.44	87.26	88.55	89.10	89.68
Levy 2007 (FY 07-08)												
4,465,732.01	OCT 07	NOV 07	DEC 07	JAN 08	FEB 08	MAR 08	APR 08	MAY 08	JUN 08	JUL 08	AUG 08	SEP 08
Adjustments	5,634.29	25,650.41	26,468.55	26,317.38	23,912.91	33,985.03	70,876.85	70,208.10	75,527.65	75,857.78	75,857.78	71,443.44
Adjusted Levy	4,471,366.30	4,491,382.42	4,492,200.56	4,492,049.39	4,489,644.92	4,519,717.04	4,536,608.86	4,535,940.11	4,541,259.66	4,541,589.79	4,541,589.79	4,537,175.45
Collections	-	174,014.26	1,414,513.24	2,700,830.81	3,404,823.73	3,610,562.37	3,725,312.50	3,818,853.23	3,936,124.72	3,996,774.34	4,047,092.33	4,084,101.82
Percentage	-	3.87	31.49	60.12	75.84	79.88	82.12	84.19	86.67	88.00	89.11	90.01
Levy 2006 (FY 06-07)												
3,969,895.75	OCT 06	NOV 06	DEC 06	JAN 07	FEB 07	MAR 07	APR 07	MAY 07	JUN 07	JUL 07	AUG 07	SEP 07
Adjustments	652.70	3,094.18	3,880.78	2,673.19	2,956.92	1,511.22	1,882.04	4,476.77	4,476.77	4,196.49	3,820.62	3,820.62
Adjusted Levy	3,970,548.45	3,972,989.93	3,973,776.53	3,972,568.94	3,972,852.67	3,971,406.97	3,971,777.79	3,974,372.52	3,974,372.52	3,974,092.24	3,973,716.37	3,973,716.37
Collections	7,623.95	256,052.80	1,252,142.50	2,367,711.39	2,955,181.63	3,152,274.42	3,241,653.45	3,311,256.82	3,396,702.55	3,450,406.31	3,507,247.07	3,543,750.21
Percentage	0.19	6.44	31.51	59.60	74.38	79.37	81.62	83.32	85.47	86.82	88.26	89.18
Levy 2005 (FY 05-06)												
3,624,334.79	OCT 05	NOV 05	DEC 05	JAN 06	FEB 06	MAR 06	APR 06	MAY 06	JUN 06	JUL 06	AUG 06	SEP 06
Adjustments	11,601.05	27,324.77	27,418.24	26,296.99	25,427.27	25,748.58	25,804.16	25,728.96	25,963.46	25,963.46	25,282.63	24,069.10
Adjusted Levy	3,635,935.84	3,651,659.56	3,651,753.03	3,650,631.78	3,649,762.06	3,650,083.37	3,650,138.95	3,650,063.75	3,650,298.25	3,650,298.25	3,649,617.42	3,648,403.89
Collections	235,068.44	1,216,067.43	1,485,867.17	2,145,921.90	2,680,117.58	2,859,160.58	2,942,344.67	3,001,789.83	3,069,943.94	3,123,142.83	3,160,234.59	3,184,175.39
Percentage	6.47	33.30	40.69	58.78	73.43	78.33	80.61	82.24	84.10	85.56	86.59	87.28
PREPARED BY: Leroy Gonzales												May 12, 2023