



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

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

SAN JUAN CITY COMMISSION

Location: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard St.
San Juan, Texas 78589
Tuesday, March 12, 2024

REGULAR MEETING AGENDA

6:00 PM

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

V. PRESENTATIONS

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

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

2. Parks and Recreation Monthly Report. [Interim Director of Parks and Recreation, Ruben Guajardo]

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

4. San Juan Memorial Library Monthly Report. [Christina Perez, Interim Library Director]

VI. PUBLIC HEARING/ORDINANCES

- A. Hold a Public Hearing for the Voluntary Annexation Petition of the 6.21-Acre Tract of Land Out of Lot 12, Stewart's Addition to the Conway Gardens, Located Approximately 300 feet North of Hall Acres Road, Along the West side of Stewart Road, as Requested by XLH Investments, LLC. [Daniel Tijerina, Director of Planning]

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

- A. Discussion and Consideration to Award RFP NO. 24-006-02-22 for the Purchase of Sulfur Dioxide to the Sole Bidder PVS DX, Inc. and Authorize the City Manager to Execute all Related Documents. [Lori A. Maldonado, Purchasing Agent]
- B. Discussion and Consideration to Award RFP NO. 24-007-02-22 for the Purchase of Chlorine to the Sole Bidder PVS DX, Inc. and Authorize the City Manager to Execute all Related Documents. [Lori A. Maldonado, Purchasing Agent]
- C. Discussion and Consideration to Award RFP NO. 24-005-02-22 Sludge Transportation & Disposal and Authorize the City Manager to Execute all Related Documents. [Lori A. Maldonado, Purchasing Agent]

VIII. RESOLUTIONS

- A. Consideration and Action on a Resolution Authorizing the City of San Juan to Accept an Award from the Office of the Governor, OOG Operation Stonegarden Grant. [Leandro Sifuentes, Chief of Police]
- B. Consideration and Action Regarding a Resolution in Support of the Lower Rio Grande Valley Development Council for Mexico to Comply with the Terms of the 1944 Treaty.

IX. CONSENT AGENDA

- A. Consideration and Action Regarding an Ordinance Authorizing the Mayor to Execute an Unimproved Property Contract and Amendment Thereto and Related Documents for the Purchase of Real Property Legally Described as a 5-Acre Tract of Land (Consisting of Tract I and Tract II) Being Out of Lot 9, Block 6, John Closner Subdivision, W165'-E463', City of San Juan, Hidalgo County, Texas, also known as 504 Sioux Road; Providing for an Effective Date; Providing for Publication; Providing for Codification; Providing for Severability; Providing for a Repealer Clause; and Ordaining all Other Provisions Related to the Subject Matter Hereof.

CITY COMMISSION MEETING AGENDA
MARCH 12, 2024
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- B. Consider Approval of the Tax Collection Report for the Month of January 2024. [Leroy Gonzales, Director of Finance]
- C. Consider Approval of the Investment Report for the Quarter Ending December 31, 2023. [Leroy Gonzales, Director of Finance]
- D. Consider Approval of City Commission Meeting Minutes:
 - February 13, 2024
 - February 27, 2024

X. EXECUTIVE SESSION

- A. The San Juan City Commission will Convene in Executive Session in Accordance with the Texas Open Meeting Act, Vernon's Texas Statutes and Codes Annotated, Government Code Chapter §551.071 (Consultation with Attorney).
 - 1. Pursuant to Section §551.071 CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding Legal Issues Concerning the Entertainment Agreement for Event to be held on March 30, 2024, Hosted by Walls and Bridges Production LLC.

XI. RECONVENE

- A. The City Commission will Reconvene in Open Session to Take Necessary Action if any, in Accordance with Chapter 551, Open Meeting Subchapter E, Procedures Relating to Closed Meeting 551, Requirements to Vote or Take Final Action in Open Meeting.
 - 1. Pursuant to Section §551.071 CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding Legal Issues Concerning the Entertainment Agreement for Event to be held on March 30, 2024, Hosted by Walls and Bridges Production LLC.

XII. ADJOURNMENT

CERTIFICATION

I certify that the above notice of the Regular Called Meeting of the City of San Juan is true and correct; and that I posted such notice on the bulletin board. A place convenient and readily accessible to the public on the 8th day of March 2024 at 5:00 p.m. in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551-041 - §551.050).



BRENDA ESCALANTE

CITY COMMISSION MEETING AGENDA
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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 _____, 2024.

OFFICE OF THE CITY SECRETARY



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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Daniel Tijerina, Planning Director

DATE: 02/28/2024

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

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

- 73 building permits were issued during the month of February with a \$3,451,943.00 in total valuation.
- 150 garage sale permits were issued \$2,250.00 in total valuation.
- Provide customer service and support to 654 people and handled approximately 1,088 calls.
- The building inspectors made approximately 554 inspections.
- 20 building permits were issued for new houses \$3,028,693.00 in total valuation.

HEALTH DEPARTMENT

City Inspectors continue visiting all the businesses to check if occupational license and health permits were up to date. A total of twenty-five (25) letters were sent out to existing businesses to renew their licenses. A total of fifty-five (55) business permits were renewed with \$2,800.00 in total revenue and twenty-eight (28) health inspections were issued during the month of February with \$2,825.00 in total valuation.

NEW BUSINESSES OPENING IN THE CITY DURING THIS MONTH

- Aylyn's Couture Boutique - 4310 N. Raul Longoria Road
- Dutch Bros Coffee - 806 W. IH 2
- El Guero Boots and Shoe Repair - 1708 N. Raul Longoria Road
- El Pinchazo Tire Shop - 100 Nadia Street
- Farmers Insurance Agency - 1110 S. Stewart Road
- Grindstone Transporation LLC. - 4100 N. Raul Longoria Road
- Henriquez Solutions, LLC. - 2604 N. Raul Longoria Road

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- Luxe Lips and Beauty, LLC. - 200 W. IH 2
- Michael's Burger and More - 909 W. 1st Street
- Nina's Antique's and Collectibles #2 - 222 Nebraska Avenue
- O R Appliances - 411 S. Nebraska Avenue
- Pentex 1848, LLC. - 108 E. FM 495
- Violeta Thrift Store - 4811 N. Raul Longoria Road
- Yoselin A. Garza Insurance Agency - 4810 N. Raul Longoria Road
- Yuri's Event Center - 2003 N. Veterans Boulevard

CODE ENFORCEMENT

Code Enforcement Inspectors issued, twelve (12) garage sale without a permit, three (3) rubbish, nine (9) building without a building permit, thirty-one (31) certified letters were sent out, four (4) people conducting business in a residence, twenty-three (23) towed, abandoned & junked vehicles, four (4) commercial abandoned and junked vehicles, one (1) branches on electrical wire, and forty-two (42) weedy lots violations were issued.

SUBDIVISIONS IN PROCESS

- Shops at Chavez, Lot 6
- Parks and Recreation Center Subdivision
- Royal Heights
- Twin Subdivision
- Giants Subdivision
- Mosa Multi-Family Subdivision
- Oakland Properties
- Westview IV Subdivision
- Oakridge Estates
- Starlite Subdivision
- Paraiso Subdivision
- Espana Subdivision
- La Cantera Subdivision
- Stewart Coves Phase 1 Subdivision
- Santa Anna Subdivision
- Keystone Plaza Subdivision
- Valley Ranch Phase 6
- Paradise Estates
- Mesquite Acres Lot 16A and 16B
- DG Veterans Subdivision
- Monaco Estates
- San Juan Subdivision Re-Plat
- Minesota Vegas Ranches- Phase 2
- La Cantera Subdivision Phase -1
- Maria Gardens Subdivision
- Rafael Estates
- Cantu Subdivision

PLANNING AND ZONING MEETINGS

- February 15, 2024



**PLANNING AND ZONING COMMISSION
FEBRUARY 15, 2024
SAN JUAN MEMORIAL LIBRARY
6:00 P.M.**

P&Z PRESENT

Adan Magallan
Eliza Yzaguirre
Valerie Cardenas
Irma Castillo
Mark Salinas
Cesar Cantu

P&Z ABSENT

Luis Mancillas

STAFF PRESENT

Daniel Tijerina
Susana Rodriguez
Monica Gomez

GUESTS PRESENT

Rene Barrera
Dora Alicia Lara

1. CALL TO ORDER

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

2. APPROVAL OF MINUTES

Commissioner Magallan made a motion to approve the minutes as presented. Commissioner Cardenas seconded the motion. The motion passed unanimously with a 6-0 vote.

3. PUBLIC HEARINGS

3.1 Rezoning Request

From General Business District (C-2) to Multi-Family Residence District (R-MF)
A 2.59- acre tract of land being the North 300 feet of Lot 6, Block 7, John Closner Subdivision
Location: the property is located approximately a quarter of a mile West from Raul Longoria Road along the South side of Nolana Avenue
Applicant: Dora Alicia Lara

REVIEW COMMENTS:

Mr. Tijerina explained the rezoning, and what exactly was being requested, explained the zoning for the surrounding areas, property has access along Nolana Avenue, and water is being provided by North Alamo Water supply, also making reference to the attachments in the packet provided. Also stating that what is being requested is not consistent with the future land use plan.

RECOMMENDATION:

Staff recommends denial of the rezoning request.

Chairwoman Castillo opened the public hearing at 6:06 p.m.

Rene Barrera, PE. Spoke in behalf of the owner. He explained that the applicant wants to keep doing multi-family in the area as the rest of the area. He said that applicant is wanting to build a four plex, and wants to sell them. She believes it would be better if it was zoned to multi-family so that she could sell

the property and make use of the property faster. Mr. Barrera also clarified that they were not wanting to zone commercial in the front, or build commercial, it would all be multi family.

Mr. Tijerina then also clarified that he is recommending denial due to the future land use map.

Commissioner Cardenas then raised concern of multi-family running through and into commercial.

Ms. Gomez, Asst. Planning Director, remind the board that a couple of subdivisions for multi-family use were denied from not having commercial area at front. She made reference of Christina Estates, Castle Heights, Twins and La Paloma Subdivision

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

Commissioner Yzaguire made a motion to deny the rezoning request. Commissioner Salinas second the motion, the motion was denied unanimously with a 6-0 vote.

3.2 Rezoning Request

Tract I: from Multi-Family Residence District (R-MF) to Heavy Commercial District (C-3) of the 21.55-acre tract of land out of Lot 14, Stewarts Addition to the Conway Gardens

Tract II: from Single-Family Residence District (R-S) to Heavy Commercial District (C-3) of the 0.42 -acre tract of land out of Lot 14, Stewarts Addition to the Conway Gardens

Location: the property is located approximately 300 feet South from Hall Acres Road, along the East side of Stewart Road

Lot 2, Circle K No. 9123 Subdivision

Applicant: Esponjas Development, LTD.

REVIEW COMMENTS:

No Action was taken on this item.

4.1 Preliminary and Final Plat

Westview IV Subdivision, Lot 1

Being a 19.639-acre tract of land out of Lot 2, Block 47, Alamo Land and Sugar Company Subdivision.

The property is located approximately half of a mile East of Raul Longoria Road along the south side of Owassa Road

Developer: Delgar Foods

Engineer: CDS Muery Engineers

REVIEW COMMENTS:

Mr. Tijerina explained that the zoning is currently Light Industrial, and that this would be used as the main production plant for Delia's Tamales. Mr. Tijerina also noted that this location is a flood zone but we already received a (LOMR) Letter of Map Revision, and that the contractors would be building higher to comply with the flood zone requirements

RECOMMENDATION:

Staff recommends approval of the Preliminary and Final Plat.

Commissioner Cantu made a motion to approve the Preliminary and Final Plat. Commissioner Yzaguirre seconded the motion. The motion passed unanimously with a 6-0 vote.

5. NEXT MEETING – March 14, 2024.

6. ADJOURNMENT

There being no further items to discuss, Commissioner Cardenas made a motion to adjourn; Commissioner Yzaguirre seconded the motion. The meeting was adjourned at 6:38 p.m.

City of San Juan, Texas

Irma Castillo, Chairwoman
Planning and Zoning Commission

Attest:

Planning Director



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

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Ruben Guajardo, Asst Parks Director

DATE: 03/04/2024

SUBJECT: Parks and Recreation Monthly Report. [Interim Director of Parks and Recreation, Ruben Guajardo]

For February 2024, we have the following to report:

Parks Division- Staff continues to maintain the grounds of our city parks and departmental buildings as needed. During the month of February 2024, our staff addressed the following areas.

- Parks staff has maintained our athletic fields by watering and grooming them in preparation for the Tournaments and Youth & Adult Leagues our city is hosting.
- Wetlands: Staff has cleaned and prepped the portable building at the wetlands. PSJA has requested this portable building to be picked up for classroom usage. PSJA is scheduled to pick up the unit on March 5th, 2024.
- Staff has been marking and maintaining baseball/softball fields at the Sports Complex and Municipal Park during weekend tournament rentals.

Recreation Division-
Updates:

- Due to weather issues, the Friendly City 5k was rescheduled to April 6th, 2024.
- The implementation of security at our city sports leagues has made a positive impact. Our department has received positive feedback via telephone and comments from citizens, patrons, and PSJA representatives about this change.

Winter Leagues:

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

- Boys Basketball league began on February 7th, 2024 and is scheduled finish on Thursday, March 7th, 2024. The league consists of four divisions; Kinder-1st, 2nd-3rd, 4th-5th grades and 6th grade and games are being played at Garza-Pena, Raul Yzaguirre MS, and Austin MS.
- Girls Soccer league began on February 8th, 2024 and is scheduled to finish on Thursday, March 7th, 2024. The league consists of four divisions, Kinder-1st, 2nd-3rd, 4th-5th grades, and 6th grade, and games are being played at the San Juan Municipal Park soccer fields.
- Adult Men's and Co-ED Softball league began on February 22nd, 2024. All softball games will be played at Municipal Park.
- Registration for Pony Baseball and Softball is currently taking place with a deadline of Monday, March 4, 2024.

Building Maintenance Division-

- Staff has continued daily and weekly cleaning, repairing, and maintaining all city buildings. Along with coordinating the Amigo del Valle Rentals, EOC and Library set-ups for weekly meetings as needed.
- Staff has also been coordinating the daily opening and closing of the San Juan Library for county elections. This includes the early vote and election day.
- Staff has repaired electrical issues at the wetlands due to recent storm damage.

San Juan Parks Board-

- Board members assisted parks staff in preparing the Friendly City 5k packet and goody bags.
- Friendly City 5k was rescheduled for April 6th, 2024 due to weather.
- The next meeting is scheduled for March 13th, 2024.

San Juan Police Athletic League (PAL)-

- The next meeting is scheduled for March 4, 2024.
- Golden Gloves Regional Qualifier-Fundraiser March 8-9-10

UPCOMING EVENTS-

- March 8-9-10 San Juan PAL-Golden Gloves Regional Qualifier-Fundraiser.
- April 6th, 2024 (Re-scheduled date) – Friendly City 5K Fun Run/Walk and Bike Ride.



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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Israel Garza, Sanitation Director

DATE: 03/05/2024

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

Feb.2024 Report
Sanitation Department (Feb. 2024)

- ☐ Solid Waste Collection ran on schedule all month
- ☐ Brush Pickup ran on schedule all month
- ☐ Drop off Site: 825 Residents
- ☐ Residential: 1,006.51Tons
- ☐ Commercial: 795.08 Tons
- ☐ Roll-Off Containers: 143.78 Tons/32 loads
- ☐ Brush: 591.66 Tons/186 loads of brush

Central Garage (Feb. 2024)

- ☐ Tickets Open: 45
- ☐ Tickets Closed: 38
- ☐ 5 Residential Side Loaders operating
- ☐ 1 Commercial Side Loaders operating
- ☐ 2 Commercial Front Loaders operating
- ☐ 2 Brush Truck operating
- ☐ 1 Brush Tractor (grapple) operating
- ☐ 3 Brush Grapple Truck operating
- ☐ 1 Roll- Offs Trucks operating

Recycling (Feb.2024)

- ☐ Cardboard : 9.92 tons/\$855.50.
- ☐ Books : 0.44 tons/\$8.80

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

- ☐ Curbside : 5.30 tons/\$0.00
- ☐ Mix Paper: 0.0175 tons/\$31.15
- ☐ Alum. Cans: 0.068 tons/\$61.20
- ☐ Tin Cans: 0.0765 tons/\$12.24

- ☐ Total Tons/Revenue: 15.82 tons/\$968.89
- ☐ Savings of \$316.40
- ☐ Walk-Ins: 213

Code Enforcements (Feb. 2024)

- ☐ Esteban Garcia
- ☐ Violation Notice Issued: 26
- ☐ Illegal Dumping: 27
- ☐ Contact People: 81
- ☐ Construction Material: 4
- ☐ Tires: 110

Revenue Tonnage:

Cardboard: 9.92 tons/\$855.50
 Books : 0.44 tons/\$8.80
 Curbside: 5.30 tons/\$0.00
 Mixed Paper 0.0175 tons/\$31.15
 Aluminum 0.068 tons/\$61.20
 Tin 0.0765 tons/\$12.24

Total Revenue / Tonnage: 15.82 tons/\$968.89
 Savings of: \$316.40
 Walk – Ins: 213



Mayor: Mario Garza
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MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Christina Perez, Interim-Director of Library

DATE: 03/05/2024

SUBJECT: San Juan Memorial Library Monthly Report. [Christina Perez, Interim Library Director]

Enclosed is the February Monthly Report including statistics and programs:

For the month of February, we had, 1,796 visitors. Out of those visitors, 592 were here for computer use only. The library checked out a total of 868 physical and digital items for both adult and children. We had 36 in-house circulation items. We requested and received nineteen (19) Interlibrary Loans (ILL). We had 62 new patrons added to our circulation system. We helped the public with an estimated 328 reference/informational questions. We had 32 fax transactions. The monthly amount deposited was \$977.78 both fines and fees.

Please see the attached statistical report.

During the month of February

- Attended the HCLS meeting at the Sergeant Fernando De La Rosa Library
- Attended customer service and Time Clock Plus training.
- Held Read Aloud Party
- Got self-checkout machines repaired.
- Held children's programming
- Held United Way Meetings
- Received puzzle donations from Mayor Joe V. Sanchez Library
- Attended the City Commission meetings
- Attended the Directors' meetings
- Attended Library Board meetings
- Managed the day-to-day operations of the San Juan Memorial Library

Meetings to be held in March 2024

Multipurpose Room

Early Voting, March 1st

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

Election Day, March 5th
Library Board, March 7th
Board Patrol Meeting, March 11th
City Commission, March 12th and the 26th
Planning and Zoning, March 14th and the 21st
San Juan EDC, March 19th

Training Room:

Children's Driscoll Hospital Meeting, March 4th, 5th, and the 6th
Read Across America, March 5th
Boys & Girls Club Meeting, March 7th

**San Juan Memorial Library
February 2024 Statistics**

Statistics	
Total Visitors	1,796
Computer Users	592
Total Checkouts	868
In-House Use	36
Inter-Library Loans	19
New Patrons	62
Reference\ Informational Questions	328
FAX transactions	32
Children's Programs	8
Attendance	52

Multipurpose Room Reservations	Attendance
2nd United Way Meeting	14
3rd Lions Club	12
7th Library Board Meeting	8
8th Read Aloud Event	25
13th City Commission	33
15th Planning & Zoning Meeting	11
20th Early Voting	130
21st Early Voting	120
22nd Early Voting	94
23rd Early Voting	129
24th Early Voting	130
25th Early Voting	37
26th Early Voting	106
27th Early Voting	117
28th Early Voting	90
29th Early Voting	110
Total	1,166

Training Room Reservations	Attendance
1st Eating Smart Class	4
8th Eating Smart Class	3
15th Eating Smart Class	5
18th RGV Spartans Meeting	14
21st Keeping San Juan Beautiful Meeting	8
22nd Eating Smart Class	4
23rd Driscoll Hospital Meeting	15
26th Driscoll Hospital Meeting	14
28th Driscoll Hospital Meeting	14
Total	81

Total DVD Checkouts	
Children's DVDs	24
Other than Children's DVDs	69
Total	93

Total Book Checkouts	
Children's Books	404
Other than Children's Books	232
Total	636

Total Digital Checkouts	
Children's Materials	71
Other than Children's Materials	68
Total	139

WiFi Usage	
LibGuest	2,261
LibStaff	621
Total	2,882

Study Room Attendance	
Study Rooms	119

Facebook Page	
Likes	2
Visitors	5,210

SJML Homepage	
Visitors	6,509

Deposits	
Fines	\$ 97.98
Copies	\$ 878.79
Surcharges	\$ 1.01
Total	\$976.77
Total + Surcharges	\$977.78

Youth & Children's Programs/Attendance

Date	Program	Attendance
Thursday, February 1, 2024	Play-doh Time	4
Monday, February 5, 2024	Puzzle Time	3
Tuesday, February 6, 2024	Crafts & Snacks	4
Thursday, February 8, 2024	Read Aloud	25
Wednesday, February 14, 2024	Toddler Time	4
Thursday, February 15, 2024	Game Night	4
Thursday, February 22, 2024	Play-doh Time	4
Tuesday, February 27, 2024	Crafts & Snacks	4
Total	8	52

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 12, 2024

Hold a Public Hearing for the Voluntary Annexation Petition of the 6.21-Acre Tract of Land Out of Lot 12, Stewart's Addition to the Conway Gardens, Located Approximately 300 feet North of Hall Acres Road, Along the West side of Stewart Road, as Requested by XLH Investments, LLC. [Daniel Tijerina, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The Planning Department is processing a residential subdivision located approximately 300 feet North of Hall Acres Road, along the West Side of Stewart Road. The proposed subdivision is just outside the city limits within the City of San Juan Extraterritorial Jurisdiction (ETJ). It is the City's policy to annex subdivisions processed and approved within the city's ETJ. The annexation petition was accepted by the San Juan City Commission at the February 13, 2024, meeting.

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

RECOMMENDATION:

Staff recommends approval of the first public hearing as presented.

PREPARED BY:

Daniel Tijerina,
Planning Director

APPROVED BY:

Benjamin Arjona, City
Manager

PETITION FOR VOLUNTARY ANNEXATION

into the City Limits of the
City of San Juan

Local Government Code Chapter 43, Subchapter C – 3, provides the statutory rules for voluntary annexations in Texas. Legal property owners of land located within the City's Extraterritorial Jurisdiction may voluntarily petition for annexation into the City limits. This form may be used to make a formal request to the San Juan City Manager for your property to be incorporated, but a letter containing the same with the information in this form is acceptable.

Legal Description: BEING A 6.21 ACRE TRACT OF LAND OUT OF LOT 12, STEWARTS ADDITION TO CONWAY GARDENS

Name of Property Owner(s) (please list all owners with interest in the property):

XLH INVESTMENTS, LLC.

HECTOR ESPINO, MANAGING MEMBER

RECEIVED

JAN 18 2023

PLANNING DEPARTMENT

Property Address

<u>N/A</u>	<u>S. STEWART ROAD</u>	<u>SAN JUAN</u>	<u>TX</u>	<u>78577</u>
Street Number	Street Name	City	ST	Zip

Parcel ID No.: 541098

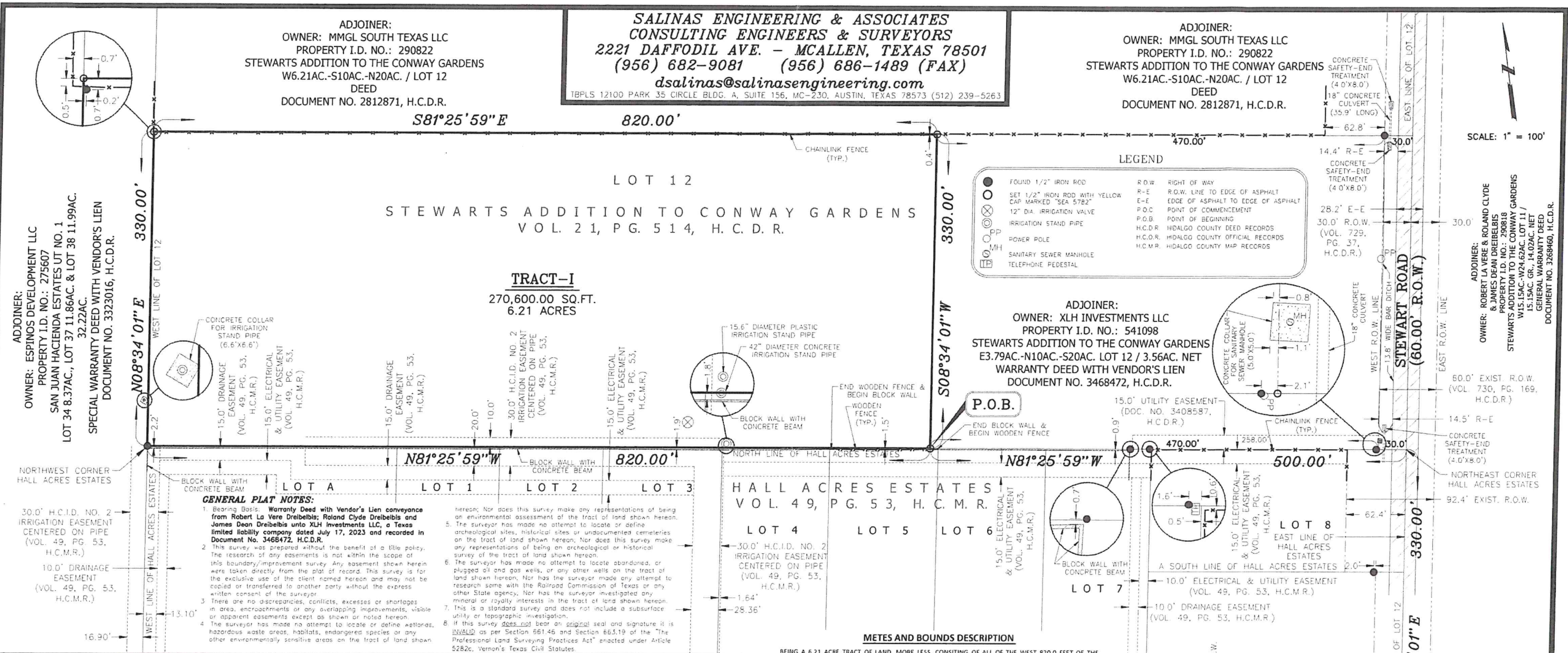
I, the undersigned property owner of the aforementioned real property, and on behalf of any and all other property owners with interest in such property, do hereby execute and submit this Petition for Annexation for the express purpose of requesting that the City of San Juan incorporate my aforementioned property into the corporate boundaries of the City of San Juan hereby certify and attest that I have the authority to do so, and have been provided such authority by others that have ownership interest in the property subject to this request/petition.

I, the undersigned, also understand that a "metes and bounds" legal description/survey of the land applicable to this petition shall be provided as an attachment to this request in order for the City to take action on this request.

Hector Espino
Printed Name

[Signature]
Signature

01/17/2024
Date



This is to certify that I have, this date, made a careful and accurate standard land survey on the ground of property which is located at AS SHOWN ABOVE in HIDALGO COUNTY, Texas, described as follows:

(SEE METES AND BOUNDS DESCRIPTION)
Lot 12, Block -, of STEWARTS ADDITION TO CONWAY GARDENS, HIDALGO CO.

Texas, according to the plat recorded in Volume 21, Page 514, of the DEED Records of Hidalgo County, Texas. I further certify that this property lies in Zone "B" as per FIRM (Flood Insurance Rate Map) dated NOV. 16, 1982 Community Panel No. 480334

A.E.
DRN. BY
JANUARY 12, 2024
DATE
S-24-26095A
JOB NO.

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5782





**Planning & Zoning Department
VOLUNTARY ANNEXATION SCHEDULE**

Subject Property	Being a 6.21-acre tract of land out of the West 820 feet of the North 10.0-acre of the South 20.0-acres out of Lot 12, Stewart's Addition to the Conway Gardens.
Monday, January 22, 2024	Planning Department distributes location map, annexation map and subdivision plat to other city departments for their review and comments.
Monday, January 22, 2024	Negotiate written service agreement with property owner and City.
Tuesday, February 13, 2024	City Commission accepts the petition for Voluntary Annexation, setting dates and times for public hearings by a Resolution.
Wednesday, February 28, 2024	First Public Hearing Notice is published in local newspaper. Send Written Notice by Certified Letter to school district, public entity, and appraisal district, etc.
Tuesday, March 12, 2024	City Commission holds public hearing on Voluntary Annexation.
Wednesday, March 13, 2024	Notice of 2 nd Public Hearing is published in the local newspaper.
Tuesday, March 26, 2024	City Commission holds 2 nd public hearing on Voluntary Annexation.
Tuesday, April 9 2024	First Reading: City Commission Approves Voluntary Annexation Ordinance.
Tuesday, April 23, 2024	2 nd Reading: City Commission Approves Voluntary Annexation Ordinance.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 12, 2024

Discussion and Consideration to Award RFP NO. 24-006-02-22 for the Purchase of Sulfur Dioxide to the Sole Bidder PVS DX, Inc. and Authorize the City Manager to Execute all Related Documents. [Lori A. Maldonado, Purchasing Agent]

STAFF COMMENTS AND RECOMMENDATIONS:

On February 7, 2024 and February 14, 2024, Staff Advertised in the Advance Newspaper to Solicit Proposals for RFP NO. 24-006-02-22 for the Purchase of Sulfur Dioxide. On February 22, 2024 a bid opening was held and Sealed Proposals were received by the following:

1. PVS DX, Inc. (Provided Bid)
2. Univar Solutions (Unable to Provide Bid)

RECOMMENDATION:

Award and Authorize the City Manager to Enter into a Contract and Execute All Related Documents for RFP NO. 24-006-02-22 for the Purchase of Sulfur Dioxide to PVS DX, Inc. being the Sole Bid Provided.

PREPARED BY:

Lori Maldonado,
Purchasing Agent

APPROVED BY:

Benjamin Arjona, City
Manager

**TABULATION SHEET
PURCHASE OF SULFUR DIOXIDE
RFP NO. 24-006-02-22**



**BID OPENING: THURSDAY, FEBRUARY 22, 2024 @3:00 P.M.
LOCATION: 512 S. NEBRAKSA, SAN JUAN, TX, 78589
SAN JUAN CITY HALL**

VENDOR	UNIT PRICE 1 TON CONTAINER
PVS DX, INC.	\$2,049.00
UNIVAR SOLUTIONS	NO BID



SPECIFICATIONS

REQUEST FOR SEALED PROPOSALS

**PURCHASE OF
SULFUR DIOXIDE**

RFP NO. 24-006-02-22

INVITATION TO BID

Sealed Proposals addressed to Lori A. Maldonado, Purchasing Agent, City of San Juan, 512 S. Nebraska Avenue, San Juan, TX 78589-2649 are to be received no later than **THURSDAY, FEBRUARY 22, 2024, 3:00 P.M.**, for the **PURCHASE OF SULFUR DIOXIDE** at which time they will be taken to the **CITY HALL CONFERENCE ROOM** and read aloud.

These general specifications, as completed by the bidder, shall become part of this bid proposal.

Bid shall be submitted in a sealed envelope marked:

**REQUEST FOR SEALED PROPOSALS
PURCHASE OF SULFUR DIOXIDE
RFP NO. 24-006-02-22
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRASKA AVENUE
SAN JUAN, TEXAS 78589-2649**

Specifications can be obtained by calling the Purchasing Division (956)223-2204, by picking them up at the San Juan City Hall, 512 S. Nebraska Avenue, San Juan, Texas between the hours of 8:30 a.m. – 4:30 p.m., Monday thru Friday, or by downloading them from the City's web-site, www.sitx.us.

Be advised that if a company downloads the bid specifications from the web page and is contemplating on submitting a proposal to provide the **PURCHASE OF SULFUR DIOXIDE**, the respondent must register with the Purchasing Division so that any changes/additions via Addendum can be forwarded to the company. Please download the specifications on our website. Any communication regarding this RFP is Lori A. Maldonado, Purchasing Agent, who can be reached at (956)223-2204. Any communication regarding this RFP should be emailed to lmaldonado@sitx.us including in the subject line "**PURCHASE OF SULFUR DIOXIDE – RFP NO. 24-006-02-22**". In all emails, please include in the subject line the RFP name and number and in body of the email, the company's name, address, phone and fax number, as well as the contact person.

The City of San Juan reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities or to accept the proposal to be the best and most advantageous to the City, and hold the proposals for a period of 60 days without taking action. Proposals submitted past the aforementioned date and time will not be accepted. Caution to those submitting proposals; those not in the proper form may be rejected.

CITY OF SAN JUAN
INSTRUCTION TO BIDDERS

Please read specifications thoroughly and make sure that the chemical(s) offered are in compliance with all requirements. Variation from the specifications is to be indicated on the item specification sheet and covered by letter attached to and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the chemical(s) be provided as specified.

SULFUR DIOXIDE

All specifications shown are the minimum and there is no intention to disqualify any bidder who can meet these specifications.

Proposals are to be submitted in sealed envelopes upon the blank form of proposal attached hereto. One (1) original, one (1) copy and one (1) Electronic USB of bid must be completely filled out. Proposals are to be filed with the City of San Juan before opening day and hour. If a bid is submitted late, it will be returned to bidder unopened. Failure to meet bidding requirements may be grounds for disqualification.

**REQUEST FOR SEALED PROPOSALS
PURCHASE OF SULFUR DIOXIDE
RFP NO. 24-006-02-22
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRAKSA AVENUE
SAN JUAN, TEXAS 78589-2649**

Sealed Proposals should be addressed as indicated above, with a return address label.

Proposals are to have full firm name and address of bidder and manually signed, failure to do so will disqualify bid. Person signing bid must show title or authority to bind his/her firm in a contract.

Proposals cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity.

State sales tax must not be included in bid.

No substitution or cancellations permitted without written approval of City of San Juan.

Any additions, deletions, or variations from the following specifications must be noted. Any specifications not specifically mentioned which are necessary for the Purchase of Sulfur Dioxide to be ready for use or which are normally furnished as standard equipment shall be furnished by the successful bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.

The number of days required to deliver chemical(s) after receiving order is to be stated in bid. Failure to state will obligate the bidder to complete delivery within two days.

If a delay is foreseen, bidder must give prior notice to the City of San Juan. The bidder must keep the City of San Juan advised of status of order. Default in promised of delivery (without acceptable reasons) or failure to meet specifications authorized by the City of San Juan to purchase such chemical(s) elsewhere and charge increase cost and handling to defaulting bidder.

Acceptable reasons for delayed delivery(ies) are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.) acts of government, fire, strikes, war and actions beyond the control of the successful bidder.

Quote F.O.B. San Juan, Texas if not quoting, show guaranteed exact cost to deliver. Bid in units of quantity specified — extend and show total. In the events of discrepancies in extension, unit price will govern. Proposals subject to unlimited price increase will not be considered.

The city may hold proposals 60 days after opening without taking action. Bidders are required to hold their bid firm for the same period of time.

The City of San Juan reserves the right to reject any or all proposals, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of San Juan.

The Bidder agrees to indemnify and save harmless the City, the Purchasing Agent from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

Bidder will carefully examine bid forms, specifications, and instruction to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specification, or other documents, or should he/she be in doubt as to their meaning, he/she should notify the Purchasing Agent in writing at lmaldonado@sjtx.us and obtain clarification by addendum prior to submitting bid.

INSURANCE REQUIREMENTS

The Bidders agrees to carry adequate **General Liability and Automobile Liability Insurance as mandated by state law, as well as, Worker's Compensation insurance as mandated by Preamble 110.110.** Bidders further agrees to indemnify and hold the City of San Juan harmless of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contract and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage. **Respondent will be responsible to provide necessary insurance as required by the City of San Juan and mandated by state law in compliance with Section II of the General Specifications when submitting proposal.**

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability	\$500,000 each occurrence
(City Named as additional insured)	
Bodily Injury & Property Damage Aggregate	\$1,000,000 each occurrence
Comprehensive Auto	\$1,000,000 each occurrence

The City of San Juan will execute payment by mail accordance to the State of Texas Pay Law after invoice has been received for those quantities of chemical that have been delivered. No other method of payment will be considered.

Where in this bid package chemical(s) is used, its meaning will refer to the Supply Contract for the purchase of Sulfur Dioxide.

All items (applicable if more than one) will be evaluated and awarded individually or in any combination thereof.

Number of days/or weeks stated on bid proposal form for complete delivery will be a factor in the evaluation and award of bid.

The City of San Juan reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of San Juan.

Contract will be for a period of one (1) year from day of award with the provision to extend the contract an additional two (2) years as approved by the City Commission (with one-year intervals.)

Delivery will be made on an as needed basis.

Payment will be made for delivered quantities only.

Quantities shown are estimated based on historical data and are intended to serve as a guide in obtaining the best possible proposal. Historical data can fluctuate up or down during the course of an annual contract period. The historical data may or may not be given consideration by bidders when submitting their proposals. Bidder will hold unit price(s) firm for the term of the contract period.

The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful bidder's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner.

INTERPRETATIONS

Any questions concerning the chemical and/or specifications/requirements with regards to this solicitation for proposals shall be directed to Lori A. Maldonado by email at lmaldonado@sjtx.us. Such interpretations, which may affect the eventual outcome of this request for proposals, shall be furnished in writing to all prospective bidders via Addendum. No interpretation shall be considered in binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

HUB CERTIFICATION

State Certified "HUB (Historically Underutilized Businesses) vendor(s) are asked to provide a copy of their certification, if they have not previously done so (information to be emailed to the Purchasing Division at lmaldonado@sjtx.us.)

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -vs- totals, unit prices/rates will govern.

PAST PERFORMANCE

Bidders are advised that past performance as it relates to product and/or service on purchase/service/supply contracts previously held with the City shall be a factor in the award of this supply contract. The City's position on this matter shall be final.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of San Juan no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ, go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. If you have any question about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirements. Related forms included in Bid packet are to be completed and returned with Proposal.

The City of San Juan City Commission and City Manager are as follows:

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

City Staff include:

- Benjamin Arjona, City Manager
- Juan Carlos Martinez, Public Utilities Director
- Leroy Gonzales, Director of Finance
- Lori A. Maldonado, Purchasing Agent

Appendix A, Conflict of Interest Questionnaire must be completed and returned within an entire completed copy of this RFP NO. 24-006-02-22.

Other Local Government Officers of the City of San Juan include the following:

1. Board and Commission members and appointed members by the Mayor and City Council;
2. Board Members of the San Juan Economic Development Corporation;
3. The Executive Director and staff of the San Juan Economic Development Corporation.

Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix A. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.

DISQUALIFICATION

The applicant may be disqualified for any of the following reasons:

- The applicant is involved in any litigation against the City of San Juan;
- The applicant is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The applicant is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

FORM 1295 CERTIFICATE OF INTERESTED PARTIES

Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and signed please return the form with your proposal submission.

BUDGET APPROVAL

For purposes of this project, award will be contingent on approval of budget.

METHOD OF AWARD

Respondents are advised that the City of San Juan reserves the right to award this contract to the lowest responsible respondent or the respondent that ranked the highest, therefore providing the best value. Factors and weights to be considered to determine respondent providing the best value are as noted on the specification/requirements.

FAILURE TO COMPLETE PROJECT

Those submitting Proposals are advised that failure to complete the project within the time frame(s) allowed (after award of contract by email, fax, mail or by telephone order), shall be grounds for termination of contract. In the case of termination, written notice shall be given to the successful vendor and complete contract shall be severed.

INTERPRETATIONS

Any questions concerning the chemical and/or specifications/requirements with regards to this solicitation for proposals shall be directed to Lori A. Maldonado by email at lmaldonado@sjtx.us. Such interpretations, which may affect the eventual outcome of this request for proposals, shall be furnished in writing to all prospective bidders via Addendum. No interpretation shall be considered in binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

CONTRACT

Price quoted is to remain unchanged from March 1, 2024, ending on February 28, 2025, with the option to extend the contract. Original price quoted is to remain unchanged for another additional two (2) years ending February 28, 2027. The contract is renewed yearly, but the City Commission has the option not to renew the contract if the performance of the successful bidder is satisfactory. Unit prices quoted shall be F.O.B. City of San Juan and service to locations and exact spot(s) and as requested by designated by City personnel.

The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful vendor's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner.

CITY OF SAN JUAN

PROPOSAL FORM FOR A SUPPLY CONTRACT FOR THE PURCHASE OF SULFUR DIOXIDE

I/We submit the following proposal for the purchase of Sulfur Dioxide according to the City of San Juan specification, less tax:

It is understood that the number of pounds of Sulfur Dioxide are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. Price quoted is to remain unchanged for a period of two years from date of award of contract. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

HISTORICAL ANNUAL USAGE

(20) 1-Ton Containers Wastewater Treatment

Base Proposal

Unit price 1-ton container and put in place \$ 2049.00

Contract will be for a period of one (1) year from day of award with the provision to extend the contract an additional two (2) years (on a year by year basis) as approved by the City Commission.

5 calendars

Maximum delivery time (not to exceed two calendar days) to San Juan sites after receiving order by telephone 120 hours.

Delivery and quantity to be on an as needed basis.

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price?

Yes _____ No X

Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached: Corine King-Hughes 361-289-6947

Please identify hours of operation: M - F 8AM - 5PM

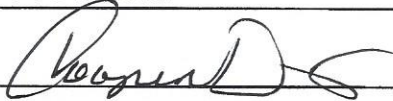
Please identify name of person(s) authorized to receive orders:

Corine King-Hughes Ed Manzano

Lenny Leal

Respectfully submitted this 21ST day of FEBRUARY, 2024.

Company: PVS DX, INC.

Signature: 

Title: RGV TERRITORY MANAGER

Email Address: cdavis@dxgroup.com

Address: 5245 SUNBELT CORPUS CHRISTI, TX. 78408

Telephone No.: 361-289-6947

Fax Number: 361-289-7709

Signed and executed in triplicate this 21st day of FEBRUARY, 2024.

CITY OF SAN JUAN, TEXAS

BENJAMIN ARJONA, CITY MANAGER

ATTEST:

BRENDA ESCALANTE, CITY SECRETARY

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1126497

Date Filed:
02/21/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PVS DX, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Juan, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP # 24-006-02-22
Sulfur Dioxide

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Nicholson, Timothy F.	Detroit, MI United States	X	
	Nicholson, David A.	Detroit, MI United States	X	
	Daniel, Jeffrey A.	Detroit, MI United States	X	
	Filer, Kurt R.	Houston, TX United States	X	
	Taub, Jonathan S.	Detroit, MI United States	X	
	Bulatovic, Milisav M.	Detroit, MI United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Connie O'Guynn, Assistant Secretary, and my date of birth is 03/02/67.

My address is 300 Jackson Hill Street, Houston, TX, 77007, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 21st day of February, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

PVS DX, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

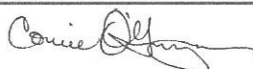
☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7
Connie O'Guynn, Assistant Secretary
PVS DX, Inc.
Signature of vendor doing business with the governmental entity



02-21-2024

Date

Safety Data Sheet

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product identifier: SULFUR DIOXIDE
Synonyms: Sulfurous acid anhydride, sulfur oxide, sulphur dioxide
Intended use: Chemical feedstock, food preservative, fumigating pesticide.
Uses Advised Against: None identified.
Company Identification

PVS DX, INC
 1919 Jacintoport Blvd.
 Houston, TX 77015

Emergency (800) 424-9300
CHEMTREC (USA) (281) 457-4888
24 hour Emergency Telephone No. www.dxgroup.com

2. Hazard identification of the product

Physical hazards	Gases under pressure; may explode if heated	Liquefied gas
Health hazards	Toxicity if inhaled Skin corrosion/irritation Serious eye damage/eye irritation Causes serious eye damage	Category 3 Category 1 Category 1 Category 1
Label elements Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows.		
		
Signal Word	Danger	
Hazard Statements	Contains gas under pressure; may explode if heated. Causes severe skin burns and eye damage. Causes serious eye damage. Toxic if inhaled.	
Precautionary Statements		
Prevention	Do not breathe mist / vapors / spray. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves / eye protection / face protection.	
Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. Call a POISON CENTER or doctor / physician. Wash contaminated clothing before reuse. IF ON SKIN (or hair): Remove / Take off immediately all contaminated clothing. Rinse skin with water/ shower. IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor / physician. IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - continue rinsing. Immediately call a POISON CENTER or doctor / physician. Specific treatment (see information on this label).	
Storage	Store in a well ventilated place. Keep container tightly closed. Store locked up. Protect from sunlight.	
Disposal	Dispose of contents / container in accordance with local / national regulations.	

3. Composition/information on ingredients

Substance classified with a health or environmental hazard. Substance with a workplace exposure limit.
 Synonyms: Sulfurous acid anhydride, sulfur oxide, sulphur dioxide

Ingredient	CAS Number	Percent (%)
Sulfur Dioxide	7446-09-5	75 - 100

Safety Data Sheet

4. First Aid Measures	
General	Move victim to fresh air. Call 911 or emergency medical service. Give artificial respiration if victim is not breathing. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; give artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Administer oxygen if breathing is difficult. Remove and isolate contaminated clothing and shoes. In case of contact with liquefied gas, thaw frosted parts with lukewarm water. In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes. Keep victim warm and quiet. Keep victim under observation. Effects of contact or inhalation may be delayed. Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
Inhalation	Move victim to fresh air. Call emergency medical care. Apply artificial respiration if victim is not breathing. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Administer oxygen if breathing is difficult.
Eyes	Irrigate copiously with clean fresh water for at least 10 minutes, holding the eyelids apart and seek medical attention.
Skin	Remove and isolate contaminated clothing and shoes. In case of contact with liquefied gas, thaw frosted parts with lukewarm water. In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes. Keep victim warm and quiet. Keep victim under observation.
Ingestion	If accidentally swallowed obtain immediate medical attention. Keep at rest. Do NOT induce vomiting.
Most important symptoms and effects, both acute and delayed	
Overview	Effects of contact or inhalation may be delayed. Direct contact can cause frostbite and burns. Contact with eyes can cause frostbite, burns and damage to the cornea. See section 2 for further details.
Indication of immediate medical attention and special treatment needed	Toxic if inhaled. Causes serious eye damage. Causes severe skin burns and eye damage.
5. Fire-fighting measures	
Recommended Extinguishing media	Use fire-extinguishing media appropriate for surrounding materials.
Unsuitable extinguishing media	Direct water spray. Direct water spray jet.
Special hazards arising from the substance or mixture	Does not decompose but will react with water or steam to produce corrosive sulfurous acid. Do not breathe mist / vapors / spray.
Advice for fire-fighters	Wear positive pressure self-contained breathing apparatus (SCBA). Wear chemical protective clothing that is specifically recommended by the manufacturer. It may provide little or no thermal protection. Structural firefighters' protective clothing provides limited protection in fire situations ONLY; it is not effective in spill situations where direct contact with the substance is possible. Stop flow of gas if safe to do so. Some may burn but none ignite readily. Vapors from liquefied gas are initially heavier than air and spread along ground. Some of these materials may react violently with water. Cylinders exposed to fire may vent and release toxic and/or corrosive gas through pressure relief devices. Containers may explode when heated. Ruptured cylinders may rocket. TOXIC; may be fatal if inhaled, ingested or absorbed through skin. Vapors are extremely irritating and corrosive. Contact with gas or liquefied gas may cause burns, severe injury and/or frostbite. Fire will produce irritating, corrosive and/or toxic gases. Runoff from fire control may cause pollution. ERG Guide No. 125

Safety Data Sheet

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	Fully encapsulating, vapor protective clothing should be worn for spills and leaks with no fire. Do not touch or walk through spilled material. Stop leak if you can do it without risk. If possible, turn leaking containers so that gas escapes rather than liquid. Prevent entry into waterways, sewers, basements or confined areas. Do not direct water at spill or source of leak. Use water spray to reduce vapors or divert vapor cloud drift. Avoid allowing water runoff to contact spilled material. Isolate area until gas has dispersed.
Environmental precautions	Do not allow spills to enter drains or watercourses. Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.
Methods and material for containment and cleaning up	CALL Emergency Response Telephone Number on Shipping Paper first. If Shipping Paper not available or no answer, refer to appropriate telephone number listed in Section 1. As an immediate precautionary measure, isolate spill or leak area. Keep unauthorized personnel away. Stay upwind. Many gases are heavier than air and will spread along ground and collect in low or confined areas (sewers, basements, tanks). Keep out of low areas. Ventilate closed spaces before entering.

7. Handling and storage

Precautions for safe handling	Wear leather safety gloves and safety shoes when handling cylinders. Protect cylinders from physical damage; do not drag, roll, slide or drop. While moving cylinder, always keep in place removable valve cover. Never attempt to lift a cylinder by its cap; the cap is intended solely to protect the valve. Never insert an object (e.g., wrench, screwdriver, pry bar) into cap openings; doing so may damage the valve and cause a leak. Use an adjustable strap wrench to remove over-tight or rusted caps. Slowly open the valve. Close the container valve after each use; keep closed even when empty. Never apply flame or localized heat directly to any part of the container. High temperatures may damage the container and could cause the pressure relief device to fail prematurely, venting the container contents
Conditions for safe storage, including any incompatibilities	Personnel should be thoroughly trained. Materials should be stored in approved containers. Firmly secure containers upright to keep them from falling or being knocked over. Store away from combustibles. Avoid exposure to moisture, high temperatures, and incompatible materials. Use only with adequate ventilation or respiratory protection. Have safety showers and eyewash fountains immediately available.

8. Exposure controls and personal protection

Exposure Control parameters

CAS No.	Ingestion	Source	Value
7446-09-5	Sulfur dioxide	OSHA	TWA 2 ppm (5 mg/m ³) STEL 5 ppm (13 mg/m ³)
		ACGIH	TWA: 0.25 ppm STEL: 2 ppm
		NIOSH	TWA 2 ppm (5 mg/m ³) STEL 5 ppm (13 mg/m ³)

Individual protection measures, such as personal protective equipment

Respiratory	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits. For emergencies or instances with unknown exposure levels, use a self-contained breathing apparatus (SCBA).
Eyes	Wear safety glasses with side shields and/or safety goggles to protect the eyes. An eye wash station is suggested as a good workplace practice.
Skin	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical impervious gloves. Emergency eyewash station should be in close proximity.
Engineering Controls	Provide adequate ventilation. Where practicable this should be achieved by the use of local exhaust ventilation and good general extraction. Eye wash and safety showers should be available when handling this product.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

Safety Data Sheet

9. Physical and chemical properties

Appearance:	Colorless Gas or Liquid
Odor:	Strong Pungent Odor
Odor threshold:	Not Measured
pH:	Not Applicable
Melting point / freezing point:	-103 °F (-75 °C)
Initial boiling point and boiling range:	14 °F (-10 °C)
Flash Point:	Not Applicable
Evaporation rate (Ether = 1):	40.18 g/m2/s
Flammability (solid, gas):	Not Applicable
Upper/lower flammability or explosive limits:	Lower Explosive Limit: Not Applicable
	Upper Explosive Limit: Not Applicable
Vapor pressure (mmHg):	2475 mmHg
Vapor Density:	2.2
Specific Gravity:	1.2 - 1.5
Solubility in Water:	Partial
Partition coefficient n-octanol/water (Log Kow):	Not Measured
Auto-ignition temperature (°C):	Not Measured
Decomposition temperature:	Not Measured
Viscosity (cSt):	Not Measured
VOC %:	Not Measured

10. Stability and reactivity

Reactivity	Hazardous Polymerization will not occur.
Chemical stability	Stable under normal circumstances.
Possibility of hazardous reactions	None.
Conditions to avoid	No data available
Incompatible materials	Strong bases, halogens, metals, ammonia, oxidizing agents, chlorates, metal oxides, hydrides, azides, sodium carbide, and acrolein.
Hazardous decomposition products	Does not decompose but will react with water or steam to produce corrosive sulfurous acid.

11. Toxicological information

Acute toxicity

Ingredient	Results	Species	Dose	Exposure
Sulfur dioxide (7446-09-5)	LC50 Inhalation Gas.	Rat	2520 ppm	1 hour
	LC50 Inhalation	Mouse	3000 ppm	30 minutes

Safety Data Sheet

11. Toxicological information Acute toxicity (Cont.)

POTENTIAL HEALTH EFFECTS:

Information on likely routes of exposure	
Eye contact:	Causes serious eye damage. Liquid exposure may cause frostbite.
Skin contact:	Causes skin burns. Liquid exposure may cause frostbite.
Inhalation:	May cause irritation (possibly severe), chemical burns, and pulmonary edema. Significant exposures may be fatal.
Ingestion:	Causes digestive tract burns.
Signs and symptoms of exposure:	Contact with this material will cause burns to the skin, eyes and mucous membranes. Cough, shortness of breath, headache, nausea, vomiting. May cause lung damage. Unconsciousness.
Information on toxicological effects	
Acute toxicity:	Fatal if inhaled. Irritation Threshold: approximately 0.5 ppm Immediately Dangerous to Life or Health: 100.0 ppm.
Carcinogenicity:	Not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.
Reproductive Toxicity:	No data available.
Specific target organ systemic toxicity (single exposure):	Not available.
Specific target organ systemic Toxicity (repeated exposure):	Causes damage to organs (lungs) through prolonged or repeated exposure.
Aspiration hazard:	Due to the physical form of the product it is not an aspiration hazard.

12. Ecological information

Toxicity- Very toxic to aquatic life. Toxic to aquatic life with long lasting effects.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Sulfur dioxide - (7446-09-5)	Not Available	Not Available	500.00 (72 hr), Algae

Persistence and degradability:	There is no data available on the preparation itself.
Bioaccumulative potential:	Not Measured
Mobility in soil:	No data available.
Results of PBT and vPvB assessment:	This product contains no PBT/vPvB chemicals.
Other adverse effects:	No data available.

13. Disposal considerations

Waste treatment methods:	Do not allow into drains or water courses. Wastes and emptied containers should be disposed of in accordance with regulations made under the Control of Pollution Act and the Environmental Protection Act. Using information provided in this data sheet, advice should be obtained from the Waste Regulation Authority, whether the special waste regulations apply.
Waste from material:	The waste determination should be made in discussion between the user and the waste disposal company.
Container Management:	Return empty chlorine cylinders, tankcars and cargo tanks containing residual gas and/or liquid to supplier in compliance with applicable DOT regulations.

Safety Data Sheet

14. Transport information

UN number:	UN1079
UN proper shipping name:	Sulfur dioxide
Transport hazard class(es)	
DOT (Domestic Surface Transportation)	
DOT Proper Shipping Name:	Sulfur dioxide
DOT Hazard Class	2.3, (8)
DOT Label:	2.3, 8
UN / NA Number:	UN1079
DOT Packing Group:	Not Applicable
CERCLA/DOT RQ:	500-lbs.
Environmental hazards:	IMDG Marine Pollutant: No
Special precautions for user:	Not Applicable

15. Regulatory information

Regulatory Overview:		The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.						
WHMIS Classification:		D2B E						
OSHA REGULATORY STATUS:		This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)						
US EPA Tier II Hazards:		Fire:	No	Immediate (Acute):	Yes			
		Sudden Release of Pressure:	Yes	Delayed (Chronic):	No			
		Reactive:	No					
SARA 302 Extremely Hazardous Substance / RQs (lbs) :			Yes / 500-lbs.					
SARA 311/312 Chemicals and RQs (lbs) (>0.1%) :			No					
SARA 313 (TRI)			No					
OSHA PSM (29 cfr 1910.119):			Yes (1000-lbs)					
TSCA:			Sulfur Dioxide					
State Regulations:	N.J. RTK Substances (>1%)	Listed	Penn RTK Substances (>1%)		Listed	California Prop 65	Listed	

16. Other information

Revision Information: This is the first revision of this SDS format, changes from previous revision not applicable.

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.



NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on **RFP NO. 24-006-02-22** as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to **FEBRUARY 16, 2023**, so that they may receive any addendums to the specifications should the need arise.

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

Bidder: PVS DX, INC.
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]

Contact Name: Cooper Davis RGV TERRITORY MANAGER
[Please print or type name] [Title]

Address: 5245 SUNBELT CORPUS CHRISTI, TX. 78408
[Mailing]

[Street, if different]

Telephone: 361-289-6947
[Print or type telephone number]

Fax: 361-289-7709
[Print or type telephone number]

Email: cdavis@dxgroup.com
[Print or type]

Univar Solutions Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarsolutions.com



November 21, 2022

City of San Juan
Attn: Lori A Maldonado
512 S Nebraska Ave.
San Juan TX 78589

RE: Sulfur Dioxide RFP 24-006-02-22

Dear Ms. Lori A Maldonado,

Univar USA Inc. is in receipt of the above IFB due Thursday, February 22, 2024 at 3:00PM.

Unfortunately, we are unable to bid on your requirements at this time.

Attached is our contact information, including fax number and e-mail addresses.

Please keep us on your bidder/vendor mailing list as we look forward to bidding on any future chemical requirements you may have.

Thank you,

Rolse Holiday

Municipal Specialist
Western Region
Univar USA Inc.
muniteam-west@univar.com
www.univar.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 12, 2024

Discussion and Consideration to Award RFP NO. 24-007-02-22 for the Purchase of Chlorine to the Sole Bidder PVS DX, Inc. and Authorize the City Manager to Execute all Related Documents. [Lori A. Maldonado, Purchasing Agent]

STAFF COMMENTS AND RECOMMENDATIONS:

On February 7, 2024 and February 14, 2024, Staff Advertised in the Advance Newspaper to Solicit Proposals for RFP NO. 24-007-02-22 for the Purchase of Chlorine. On February 22, 2024 a bid opening was held and Sealed Proposals were received by the following:

1. PVS DX, Inc. (Provided Bid)
2. Univar Solutions (Unable to Provide Bid)

RECOMMENDATION:

Award and Authorize the City Manager to Enter into a Contract and Execute All Related Documents for RFP NO. 24-007-02-22 for the Purchase of Chlorine to PVS DX, Inc. being the Sole Bid Provided.

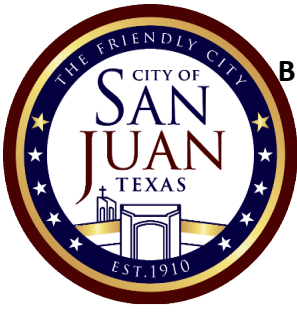
PREPARED BY:

Lori Maldonado,
Purchasing Agent

APPROVED BY:

Benjamin Arjona, City
Manager

**TABULATION SHEET
PURCHASE OF CHLORINE
RFP NO. 24-007-02-22**



**BID OPENING: THURSDAY, FEBRUARY 22, 2024 @3:00 P.M.
LOCATION: 512 S. NEBRAKSA, SAN JUAN, TX, 78589
SAN JUAN CITY HALL**

VENDOR	UNIT PRICE 1 TON CONTAINER	UNIT PRICE 150 LB CYLINDERS
PVS DX, INC.	\$2,349.00	\$247.00
UNIVAR SOLUTIONS	NO BID	NO BID



**SPECIFICATIONS
REQUEST FOR SEALED PROPOSALS
PURCHASE OF
CHLORINE**

RFP NO. 24-007-02-22

INVITATION TO BID

Sealed Proposals addressed to Lori A. Maldonado, Purchasing Agent, City of San Juan, 512 S. Nebraska Avenue, San Juan, TX 78589-2649 are to be received no later than **THURSDAY, FEBRUARY 22, 2024, 3:00 P.M.**, for the **PURCHASE OF CHLORINE** at which time they will be taken to the **CITY HALL CONFERENCE ROOM** and read aloud.

These general specifications, as completed by the bidder, shall become part of this bid proposal.

Bid shall be submitted in a sealed envelope marked:

**REQUEST FOR SEALED PROPOSALS
PURCHASE OF CHLORINE
RFP NO. 24-007-02-22
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRASKA AVENUE
SAN JUAN, TEXAS 78589-2649**

Specifications can be obtained by calling the Purchasing Division (956)223-2204, by picking them up at the San Juan City Hall, 512 S. Nebraska Avenue, San Juan, Texas between the hours of 8:30 a.m. – 4:30 p.m., Monday thru Friday, or by downloading them from the City's web-site, www.sjtx.us.

Be advised that if a company downloads the bid specifications from the web page and is contemplating on submitting a proposal to provide the **PURCHASE OF CHLORINE**, the respondent must register with the Purchasing Division so that any changes/additions via Addendum can be forwarded to the company. Please download the specifications on our website. Any communication regarding this RFP is Lori A. Maldonado, Purchasing Agent, who can be reached at (956)223-2204. Any communication regarding this RFP should be emailed to lmaldonado@sjtx.us including in the subject line "**PURCHASE OF CHLORINE – RFP NO. 24-007-02-22**". In all emails, please include in the subject line the RFP name and number and in body of the email, the company's name, address, phone and fax number, as well as the contact person.

The City of San Juan reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities or to accept the proposal to be the best and most advantageous to the City, and hold the proposals for a period of 60 days without taking action. Proposals submitted past the aforementioned date and time will not be accepted. Caution to those submitting proposals; those not in the proper form may be rejected.

**CITY OF SAN JUAN
INSTRUCTION TO BIDDERS**

Please read specifications thoroughly and make sure that the chemical(s) offered are in compliance with all requirements. Any variation from the specifications/requirements is to be indicated on the item specification sheet and covered by letter attached to and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the chemical(s) be provided as specified.

CHLORINE

All specifications shown are the minimum and there is no intention to disqualify any bidder who can meet these specifications.

Bids are to be submitted in sealed envelopes upon the blank form of proposal attached hereto. One (1) original submission completely filled out and signed, One (1) Copy and an electronic PDF copy on a USB flash drive. Bids are to be filed with the City of San Juan before opening day and hour. If a bid is filed late, it will be returned to bidder unopened. Failure to meet bidding requirements may be grounds for disqualification.

**REQUEST FOR SEALED PROPOSALS
PURCHASE OF CHLORINE
RFP NO. 24-007-02-22
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRAKSA AVENUE
SAN JUAN, TEXAS 78589-2649**

Bids are to have full firm name and address of bidder and manually signed, failure to do so will disqualify bid. Person signing bid must show title or authority to bind his/her firm in a contract.

Bids cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity.

State sales tax must not be included in bid.

No substitution or cancellations permitted without written approval of City of San Juan.

Any additions, deletions, or variations from the following specifications must be noted. Any specifications not specifically mentioned which are necessary for the chlorine to be ready for use or which are normally furnished as standard equipment shall be furnished by the successful bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.

The number of days required to deliver chemical(s) after receiving order is to be stated in bid. Failure to state will obligate the bidder to complete delivery within two days.

If a delay is foreseen, bidder must give prior notice to the City of San Juan. The bidder must keep the City of San Juan advised of status of order. Default in promise of delivery (without acceptable reasons) or failure to meet specifications authorized by the City of San Juan to purchase such chemical(s) elsewhere and charge increase cost and handling to defaulting bidder.

Acceptable reasons for delayed delivery(ies) are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.) acts of government, fire, strikes, war and actions beyond the control of the successful bidder.

Quote F.O.B. San Juan, Texas if not quoting, show guaranteed exact cost to deliver. Bid in units of quantity specified – extend and show total. In the events of discrepancies in extension, unit price will govern. Bids subject to unlimited price increase will not be considered.

The city may hold bids 60 days after opening without taking action. Bidders are required to hold their bid firm for the same period of time.

The City of San Juan reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of San Juan.

The Bidder agrees to indemnify and save harmless the City, the Purchasing Agent, and his assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

Bidder will carefully examine bid forms, specifications, and instruction to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specification, or other documents, or should he/she be in doubt as to their meaning, he/she should notify the Lori A. Maldonado, Purchasing Agent, at lmaldonado@sjtx.us and obtain clarification by addendum prior to submitting bid.

INSURANCE REQUIREMENTS

The Bidders agrees to carry adequate **General Liability and Automobile Liability Insurance as mandated by state law, as well as, Worker's Compensation insurance as mandated.** Insurance coverages are to be no less than the following:

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability	\$500,000 each occurrence
(City Name as additional insured)	
Bodily Injury & Property Damage Aggregate	\$1,000,000 each occurrence
Comprehensive auto	\$1,000,000 each occurrence

DETAILS

Bidders further agrees to indemnify and hold the City of San Juan harmless of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contract and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage. **Respondent will be responsible to provide necessary insurance as required by the City of San Juan and mandated by state law in compliance with Section II of the General Specifications when submitting proposal.**

The City of San Juan will execute payment by mail accordance to the State of Texas Pay Law after invoice has been received for those quantities of chemical that have been delivered. No other method of payment will be considered.

Where in this bid package chemical(s) is used, its meaning will refer to the Supply Contract for the purchase of Chlorine.

All items (applicable if more than one) will be evaluated and awarded individually or in any combination thereof.

Number of days/or weeks stated on bid proposal form for complete delivery will be a factor in the evaluation and award of bid.

The City of San Juan reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of San Juan.

Contract will be for a period of one (1) year from day of award with the provision to extend the contract an additional two (2) years (with one-year intervals.)

Delivery will be made on an as needed basis.

Payment will be made for delivered quantities only.

Quantities shown are estimated based on historical data and are intended to serve as a guide in obtaining the best possible bids. Historical data can fluctuate up or down during the course of an annual contract period. The historical data may or may not be given consideration by bidders when submitting their bids. Bidder will hold unit price(s) firm for the term of the contract period.

INTERPRETATIONS

Any questions concerning the chemical and/or specifications/requirements with regards to this solicitation for bids shall be directed by email to Lori A. Maldonado, Purchasing Agent at lmaldonado@sjtx.us. Such interpretations, which may affect the eventual outcome of this request for bids, shall be furnished in writing to all prospective bidders via Addendum. No interpretation shall be considered in binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

RIGHT TO WAIVE

The City of San Juan reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of San Juan.

HUB CERTIFICATION

State Certified "HUB (Historically Underutilized Businesses) vendor(s) are asked to provide a copy of their certification, if they have not previously done so (information to be emailed to the Purchasing Division at lmaldonado@sjtx.us).

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -vs- totals, unit prices/rates will govern.

PAST PERFORMANCE

Bidders are advised that past performance as it relates to product and/or service on purchase/service/supply contracts previously held with the City shall be a factor in the award of this supply contract. The City's position on this matter shall be final.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of San Juan no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ, go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. If you have any question about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirements. Related forms included in Bid packet are to be completed and returned with Bid.

The City of San Juan City Commission and City Manager are as follows:

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

City Staff include:

- Benjamin Arjona, City Manager
- Juan Carlos Martinez, Public Utilities Director
- Leroy Gonzales, Director of Finance
- Lori A. Maldonado, Purchasing Agent

Appendix A, Conflict of Interest Questionnaire must be completed and returned within an entire completed copy of this RFP NO. 24-007-02-22.

Other Local Government Officers of the City of San Juan include the following:

1. Board and Commission members and appointed members by the Mayor and City Council;
2. Board Members of the San Juan Economic Development Corporation;
3. The Executive Director and staff of the San Juan Economic Development Corporation.

Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix A. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.

DISQUALIFICATION

The applicant may be disqualified for any of the following reasons:

- The applicant is involved in any litigation against the City of San Juan;
- The applicant is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The applicant is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

FORM 1295 CERTIFICATE OF INTERESTED PARTIES

Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and signed please return the form with your proposal submission.

BUDGET APPROVAL

For purposes of this Request for a Sealed Bid, award will be contingent on approval of budget.

METHOD OF AWARD

Respondents are advised that the City of San Juan reserves the right to award this contract to the lowest responsible respondent or the respondent that ranked the highest, therefore providing the best value. Factors and weights to be considered to determine respondent providing the best value are as noted on the specification/requirements.

FAILURE TO COMPLETE PROJECT

Bids are advised that failure to complete the project within the time frame(s) allowed (after award of contract by fax, mail or by telephone order), shall be grounds for termination of contract. In the case of termination, written notice shall be given to the successful vendor and complete contract shall be severed.

CONTRACT

Price quoted is to remain unchanged from March 1, 2024, ending on February 28, 2025, with the option to extend the contract. Original price quoted is to remain unchanged for another additional two (2) years ending February 28, 2027. The contract is renewed yearly, but the City Commission has the option not to renew the contract if the performance of the successful bidder is satisfactory.

Unit prices quoted shall be F.O.B. City of San Juan and service to locations and exact spot(s) and as requested by designated by City personnel.

The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful vendor's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner.

**CITY OF SAN JUAN
BID FORM FOR A SUPPLY CONTRACT FOR THE
PURCHASE OF CHLORINE**

I/We submit the following bid for the purchase of Chlorine according to the City of San Juan specification, less tax:

It is understood that the number of pounds of Chlorine are based on historical usage and is provided as an aid to assist bidders in providing the City of San Juan with the best unit price. Actual usage may vary up or down during the course of the contract period. Price quoted is to remain unchanged for a period of two years from date of award of contract. Unit prices quoted shall be F.O.B. City of San Juan and delivered to locations and exact spot(s) designated by City personnel.

HISTORICAL ANNUAL USAGE

(45) 1-Ton Containers Wastewater Treatment

(35) 1- Ton Containers Water Treatment Plant Nos. 1 and 2

(20) 150-lb Cylinders

Base Bid

Unit price 1-ton container and put in place \$ 2,349.00

Unit price 150-lb cylinders and put in place \$ 247.00

Maximum delivery time (not to exceed two calendar days) to San Juan sites after receiving order by telephone 120 hours.

Delivery and quantity to be on an as needed basis.

Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price? Yes _____
No X.

Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached Corine King-Hughes 361-289-6947

Please identify hour of operation M - F 8AM - 5PM

Please identify name of person(s) authorized to receive orders

Corine King-Hughes Ed Manzano

Lenny Leal

Respectfully submitted this 21st day of FEBRUARY, 2024.

COMPANY: PVS DX, INC.

SIGNATURE: *Cooper Davis*

TITLE: RGV TERRITORY MANAGER

ADDRESS: 5245 SUNBELT CORPUS CHRISTI, TX. 78408

TELEPHONE NO: 361-289-6947

EMAIL: cdavis@dxgroup.com

Signed and executed in triplicate this 21st day of FEBRUARY, 2024.

CITY OF SAN JUAN, TEXAS

BENJAMIN ARJONA, CITY MANAGER

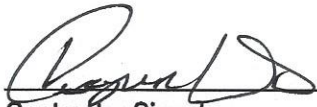
ATTEST:

BRENDA ESCALANTE, CITY SECRETARY

**CITY OF SAN JUAN
CHLORINE CONTRACT
GENERAL CONDITIONS AND AGREEMENT**

- Contractor proposes and offers to furnish to the City of San Juan, San Juan Public Utilities all of the City's Chlorine needs at unit prices stated on bid form.
- Contractor agrees to allow the City of San Juan an overall inventory of nine (9) 1ton containers on site at all times. Breakdown: (2) 1-ton containers at Water Plant #1 – Kansas & 8th Street, (2) 1-ton at Water Plant #2 – 2111 N. Veterans, (2) 150lb containers at the City Reservoir – 1 ½ W. of Cesar Chavez on Sgt. Treviño and (3) 1-ton containers at the Wastewater Treatment Plant – 201 W. Hall Acres, San Juan, Texas.
- Contractor agrees to deliver additional chlorine cylinders as needed by the City of San Juan, San Juan Utilities Department within a period of ~~two (2)~~ *Five (5)* calendar days after notification by telephone. *
- All contents delivery(ies) by Contractor shall meet all applicable federal and/or state laws and safety requirements.
- Neither the Contractor nor his employees engaged in the delivery and off-loading of Chlorine shall be considered employees of the City of San Juan or San Juan Public Utilities Department. The method and manner of performance of such undertaking will be under the exclusive control of the vendor's delivery personnel. The City will have the right of inspection of said undertaking at any time.
- The Contractor agrees to carry adequate public liability insurance and further agrees to indemnify and hold the City of San Juan, San Juan Public Utilities Department harmless of any and from all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of Contractor and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work which is attributable to the contractor.
- The City of San Juan, San Juan Public Utilities Department reserves the right to terminate the contract if the Contractor fails to perform in the delivery of Chlorine and/or the Chlorine fails to meet the minimum requirements of the specifications. Termination will be in written form allowing for two-week notice.
- Contractor agrees not to charge the City of San Juan, San Juan Public Utilities Department any rental demurred charges.
- Contractor agrees to provide San Juan's Water Treatment Plants. Nos. 1 and 2 with chlorine that meets (Certification for ANSI/NSF Standard 60).
- This is a proposal and offer by Contractor to the City of San Juan, San Juan Public Utilities Department and shall not be binding upon the City unless accepted and signed by Lori A. Maldonado, Purchasing Agent, City of San Juan.

Accepted and agreed to this the 21st day of FEBRUARY, 2024.



Contractor Signature

Benjamin Arjona, City Manager

Cooper Davis

Print/Type Name

RGV TERRITORY MANAGER

Contractor's Title

PVS DX, INC.

Company

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1126501

Date Filed:
02/21/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PVS DX, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Juan, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 24-007-02-22
Chlorine

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Nicholson, Timothy F.	Detroit, MI United States	X	
	Nicholson, David A.	Detroit, MI United States	X	
	Daniel, Jeffrey A.	Detroit, MI United States	X	
	Filer, Kurt R.	Houston, TX United States	X	
	Taub, Jonathan S.	Detroit, MI United States	X	
	Bulatovic, Milisav M.	Detroit, MI United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Connie O'Guynn, Assistant Secretary, and my date of birth is 03/02/67.

My address is 300 Jackson Hill Street, Houston, TX, 77007, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 21st day of February, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

PVS DX, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7
Connie O'Guynn, Assistant Secretary
PVS DX, Inc.
Signature of vendor doing business with the governmental entity

02-21-2024

Date

Safety Data Sheet

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product identifier: CHLORINE, LIQUID

Synonyms: Chlorine, Chlorine – liquefied gas, Chlorine gas, Chlorine (Liquid or Gas)

Intended use: Water chlorination, water treatment chemicals, chemical synthesis. This material is a registered pesticide.

Uses Advised Against: None identified. This is a pesticide product, do not use in a pesticide application that is not included on the label.

Company Identification: PVS DX, Inc
1919 Jacintoport Blvd.
Houston, TX 77015

Emergency:
CHEMTREC (USA) (800) 424-9300
24 hour Emergency Telephone No. (281) 457-4888
www.dxgroup.com

2. Hazard identification of the product

Physical hazards	Gases under pressure; may explode if heated May cause or intensify fire; oxidizer	Press. gas Category 1
Health hazards	Toxic if inhaled. Causes skin irritation Causes serious eye irritation May cause respiratory irritation	Category 3 Category 2 Category 2A Category 3
Environmental hazards	Very toxic to aquatic environment Very toxic to aquatic environment, with long lasting effects	Category 1 Category 1

Label elements

Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows:



Signal Word	Danger
Hazard Statements	May cause or intensify fire; oxidizer. Contains gas under pressure; may explode if heated. Fatal if inhaled. Causes skin irritation. Causes serious eye irritation. May cause respiratory irritation. Very toxic to aquatic life with long lasting effects. Harmful in contact with skin. Causes severe skin burns and eye damage. Causes serious eye damage. Very toxic to aquatic life. Toxic to aquatic life with long lasting effects. May be corrosive to metals
Precautionary Statements	
Prevention	Keep / Store away from combustible materials. Keep reduction valves free from grease and oil. Do not breathe mist / vapors / spray. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Wear protective gloves / eye protection / face protection. Wear respiratory protection.
Response	IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing and wash before reuse. IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor / physician if you feel unwell. IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - continue rinsing. Immediately call a POISON CENTER or doctor / physician. If eye irritation persists: Get medical advice / attention. IN CASE OF FIRE: Stop leak if safe to do so.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal	Dispose of contents / container in accordance with local / national regulations.

Safety Data Sheet

3. Composition/information on ingredients

Synonyms: Chlorine, Chlorine – liquefied gas, Chlorine gas, Chlorine (Liquid or Gas)

Substance classified with a health or environmental hazard. Substance with a workplace exposure limit.

Ingredient	CAS Number	Percent (%)
Chlorine	7782-50-5	99.5-100

4. First Aid Measures

General	Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
Inhalation	Move victim to fresh air. Apply artificial respiration if victim is not breathing. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Administer oxygen if breathing is difficult. GET IMMEDIATE MEDICAL ATTENTION
Eyes	Flush immediately with clean fresh water for at least 10 minutes, holding the eyelids apart. Remove contact lenses, if present, and safe to do so. Continue rinsing. GET IMMEDIATE MEDICAL ATTENTION.
Skin	In case of contact with substance, immediately flush skin with running water for at least 20 minutes. Exposure to liquid may cause frostbite burns. Remove contaminated clothing, jewelry and shoes. Wash skin with soap and water. Thoroughly clean and dry contaminated clothing and shoes before reuse. GET IMMEDIATE MEDICAL ATTENTION
Ingestion	If accidentally swallowed obtain IMMEDIATE MEDICAL ATTENTION. Keep at rest. Do NOT induce vomiting. Ingestion not considered a likely route of exposure.
Most important symptoms and effects, both acute and delayed	
Overview	Contact with this material will cause burns to the skin, eyes and mucous membranes. Unconsciousness. Cough, shortness of breath, headache, nausea, vomiting. May cause lung damage.
Indication of immediate medical attention and special treatment needed	For liquid contact, treat the affected person for frostbite if necessary. If the product is ingested, probable mucosal damage may contraindicate the use of gastric lavage. Treat the affected person appropriately. Provide general supportive measures and treat symptomatically. Symptoms may be delayed.

5. Fire-fighting measures

Recommended Extinguishing media	Use fire-extinguishing media appropriate for surrounding materials.
Unsuitable extinguishing media	Direct water spray. Direct water spray jet.
Special hazards arising from the substance or mixture	May cause fire or explosion; strong oxidizer. Contents under pressure. Pressurized container may explode when exposed to heat or flame. Contact with reactive metals e.g., aluminum, zinc and tin may result in the generation of flammable hydrogen gas. Water used for fire extinguishing, which has been in contact with the product, may be corrosive. Water spray on active leak may promote accelerated corrosion of container and accelerate rate of leakage.
Advice for fire-fighters	Wear full protective clothing, including helmet, self-contained positive pressure or pressure demand breathing apparatus, protective clothing and face mask. Additional protective clothing must be worn to prevent personal contact with this material. Those items include but are not limited to: boots gloves, hard hat, splash-proof goggles, full face shield and impervious clothing, i.e. chemically impermeable suit. Compatible materials for response to this material are neoprene and butyl rubber. In case of fire and/or explosion do not breathe fumes. Remove pressurized gas cylinders from the immediate vicinity. Cylinders can burst violently when heated, due to excess pressure build-up. Cool containers / tanks with water spray. Evacuate area and fight fire remotely due to the risk of explosion. ERG Guide No. 124

Safety Data Sheet

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Many gases are heavier than air and will spread along ground and collect in low or confined areas (sewers, basements, tanks). Keep people away from and upwind of spill/leak. Keep out of low areas. Keep unnecessary personnel away. Ventilate closed spaces before entering them. Wear appropriate protective equipment and clothing during clean-up. Local authorities should be advised if significant spillages cannot be contained. For response to Chlorine gas it is recommended to use as a minimum level "B" protection that is compatible to Chlorine. For Liquid spills it is recommended to utilize as a minimum enhanced level "B" (Enhanced Level "B" is the addition of a splash hood). Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Responders can reference Chlorine Institute pamphlet #65 on PPE.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground. Contact local authorities in case of spillage to drain/aquatic environment.
Methods and material for containment and cleaning up	Extinguish all flames in the vicinity. Keep combustibles (wood, paper, oil, etc.) away from spilled material. Ventilate well, stop flow of gas or liquid if possible. If possible, turn leaking containers so that gas escapes rather than liquid. Dike far ahead of spill for later disposal. Isolate area until gas has dispersed. Neutralize spilled material with crushed limestone, soda ash or lime. Collect spillage.

7. Handling and storage

Precautions for safe handling	Avoid heat, sparks, open flames and other ignition sources. Keep away from clothing and other combustible materials. Use only chlorine-compatible lubricants. Do not use greases and oils. Do not breathe gas. Do not get in eyes, on skin, on clothing. Use in a sealed system and/or a well-ventilated area. Wear appropriate personal protective equipment. Observe good industrial hygiene practices. Avoid release to the environment.
Conditions for safe storage, including any incompatibilities	Contents under pressure. Keep away from heat, sparks and open flame. Secure cylinders in an upright position at all times, close all valves when not in use. Store in a well-ventilated place. Store away from incompatible materials. Store at temperatures not exceeding 131 °F (55°C) For the above specified temperature the system pressure is 225 psig.

8. Exposure controls and personal protection

Exposure Control Parameters

CAS No.	Material	Source	Type	Value
7782-50-5	Chlorine	OSHA Table Z-1 Limits	Ceiling	3 mg/m3
		US ACGIH Threshold limit values	STEL	1 ppm
		US ACGIH Threshold limit values	TWA	0.5 ppm

Engineering Controls	Should be handled in closed systems, if possible. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable respiratory protection must be worn. Observe Occupational Exposure Limits and minimize the risk of inhalation. Eye wash facilities and emergency shower must be available when handling this product.
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Individual protection measures, such as personal protective equipment

Respiratory	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
Eyes	Wear face shield with safety glasses with side shields and/or safety goggles.
Skin	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical Impervious gloves.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

Safety Data Sheet

9. Physical and chemical properties

Appearance:	Amber Color Liquid. Greenish-Yellow Gas
Odor:	Pungent Irritating Odor
Odor threshold:	.31 ppm air 1.7
pH:	Not Applicable
Melting point / freezing point:	-150 °F (-101 °C)
Initial boiling point and boiling range:	-29.3 °F (-34 °C)
Flash Point:	Not Applicable
Evaporation rate (Ether = 1):	Not Available
Flammability (solid, gas):	Not Applicable
Upper/lower flammability or explosive limits:	Lower Explosive Limit: Not Applicable Upper Explosive Limit: Not Applicable
Vapor pressure (mmHg):	4800 mmHg (@25 °C)
Vapor Density:	2.49
Specific Gravity:	1.4
Solubility in Water:	Negligible
Partition coefficient n-octanol/water (Log Kow):	Not Measured
Auto-ignition temperature (°C):	Not Measured
Decomposition temperature:	Not Measured
Viscosity (cSt):	Not Measured
VOC %:	Not Measured
Other information:	No other relevant information.

10. Stability and reactivity

Reactivity:	Oxidizer.
Chemical stability:	Stable under normal circumstances.
Possibility of hazardous reactions:	Dry material is highly reactive with titanium and tin. Reacts with most metals at high temperatures or in the presence of moisture. Avoid contact with water. Reacts with water to form corrosive acidic solution (hydrochloric acid) May react explosively with organic matter.
Conditions to avoid:	No data available
Incompatible materials:	Avoid contact with reducing agents, organics and alkalis. Keep away from materials such as acetylene, turpentine & other hydrocarbons, ammonia, hydrogen, ether, metals, sulfur, & aluminum.
Hazardous decomposition products:	Hydrogen chloride and hypochlorous acid.

11. Toxicological information

Acute toxicity

Ingredient	Results	Species	Dose	Exposure
Chlorine - (7782-50-5)	LC50 Inhalation Gas.	Rat	147 ppm	4 hours
	LC50 Inhalation	Rat	293 ppm	1 hour

Item	Hazard
Acute Toxicity:	0.2 - 0.4 ppm odor detection (some tolerance develops) 1 - 3 ppm mild mucous membrane irritation (can be tolerated ~ 1 hour) 5 - 15 ppm moderate irritation of upper respiratory tract 30 ppm immediate chest pain, vomiting, dyspnea, cough 40 - 60 ppm toxic pneumonitis and pulmonary edema 430 ppm lethal over 30 minutes 1000 ppm fatal within a few minutes It's action in the respiratory tract is due to its strong oxidizing capability; it forms both hypochlorous acid and hypochloric acid on contact with moist mucous membranes. Symptoms of pulmonary congestion and edema may develop after a latency period of several hours following severe acute exposure to chlorine.

Safety Data Sheet

11. Toxicological information

Acute toxicity (Cont.)

POTENTIAL HEALTH EFFECTS:

Information on likely routes of exposure	
Eye contact:	Causes serious eye damage. Liquid exposure may cause frostbite.
Skin contact:	Causes skin burns. Liquid exposure may cause frostbite.
Inhalation:	May cause irritation (possibly severe), chemical burns, and pulmonary edema. Significant exposures may be fatal.
Ingestion:	Causes digestive tract burns.
Signs and symptoms of exposure:	Contact with this material will cause burns to the skin, eyes and mucous membranes. Cough, shortness of breath, headache, nausea, vomiting. May cause lung damage. Unconsciousness.
Information on toxicological effects	
Acute toxicity:	Fatal if inhaled. Irritation Threshold: approximately 0.5 ppm Immediately Dangerous to Life or Health: 10.0 ppm.
Carcinogenicity:	Not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.
Reproductive Toxicity:	No data available.
Specific target organ systemic toxicity (single exposure):	Not available.
Specific target organ systemic Toxicity (repeated exposure):	Causes damage to organs (lungs) through prolonged or repeated exposure.
Aspiration hazard:	Due to the physical form of the product it is not an aspiration hazard.

12. Ecological information

Toxicity

Very toxic to aquatic life. Toxic to aquatic life with long lasting effects.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Chlorine - (7782-50-5)	14.00, Oncorhynchus mykiss	0.11, Daphnia pulex	0.76 (96 hr), Algae

Persistence and degradability:	This material is an element and not subject to biodegradation.
Bioaccumulative potential:	Will not bioaccumulate.
Mobility in soil:	No data available.
Results of PBT and vPvB assessment:	This product contains no PBT/vPvB chemicals.
Other adverse effects:	No other effects are expected.

13. Disposal considerations

Waste treatment methods:	Do not allow into drains or water courses. Wastes and emptied containers should be disposed of in accordance with regulations made under the Control of Pollution Act and the Environmental Protection Act. Using information provided in this data sheet, advice should be obtained from the Waste Regulation Authority, whether the special waste regulations apply.
Waste from material:	Use or process if possible. Chlorine may be absorbed into an alkaline solution such as caustic soda, soda ash or hydrated lime. Dispose in accordance with all applicable regulations.
Container Management:	Return empty chlorine cylinders, tankcars and cargo tanks containing residual gas and/or liquid to supplier in compliance with applicable DOT regulations. See product label for container disposal information.

Safety Data Sheet

14. Transport information

UN number:	UN1017
UN proper shipping name:	Chlorine
Transport hazard class(es)	
DOT (Domestic Surface Transportation)	
DOT Proper Shipping Name:	Chlorine
DOT Hazard Class	2.3, (5.1, 8)
DOT Label:	2.3, 5.1, 8
UN / NA Number:	UN1017
DOT Packing Group:	Not Applicable
CERCLA/DOT RQ:	10 lbs.
Environmental hazards:	IMDG Marine Pollutant: Yes (Chlorine)
Special precautions for user:	Not Applicable

15. Regulatory information

Regulatory Overview:	The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.			
WHMIS Classification:	A - Compressed Gas C - Oxidizing Material D1A - Poisonous and Infectious Material; Materials causing immediate and serious toxic effects - Very toxic material E - Corrosive material			
OSHA REGULATORY STATUS:	This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)			
US EPA Tier II Hazards:	Fire:	No	Immediate (Acute):	Yes
	Sudden Release of Pressure:	Yes	Delayed (Chronic):	Yes
	Reactive:	Yes		
SARA 302 Extremely Hazardous Substance / RQs (lbs.) :	Yes (10-lbs)			
SARA 311/312 Chemicals and RQs (lbs.) (>0.1%) :	Yes			
SARA 313 (TRI)	Yes			
OSHA PSM (29 cfr 1910.119):	Yes (2500-lbs)			
TSCA:	Chlorine			
State Regulations:	N.J. RTK Substances (>1%)	Listed	Penn RTK Substances (>1%)	Listed
			California Prop 65	Not Listed

16. Other information

EPA Registration Number: 813-10

NSF Maximum Use Level (STD 60): Check BOL for facility Data. (30 mg/L)

Revision Information: This is the first revision of this SDS format, changes from previous revision not applicable.

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.



NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on **RFP NO. 24-007-02-22** as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the email address below prior to **FEBRUARY 16, 2023**, so that they may receive any addendums to the specifications should the need arise.

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

Bidder: PVS DX, INC.
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]

Contact Name: Cooper Davis RGV TERRITORY MANAGER
[Please print or type name] [Title]

Address: 5245 SUNBELT CORPUS CHRISTI, TX. 78408
[Mailing]

[Street, if different]

Telephone: 361-289-6947
[Print or type telephone number]

Fax: 361-289-7709
[Print or type telephone number]

Email: cdavis@dxgroup.com
[Print or type]

Univar Solutions Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarsolutions.com



November 21, 2022

City of San Juan
Attn: Lori A Maldonado
512 S Nebraska Ave.
San Juan TX 78589

RE: Chlorine RFP 24-007-02-22

Dear Ms. Lori A Maldonado,

Univar USA Inc. is in receipt of the above IFB due Thursday, February 22, 2024 at 3:00PM.

Unfortunately, we are unable to bid on your requirements at this time.

Attached is our contact information, including fax number and e-mail addresses.

Please keep us on your bidder/vendor mailing list as we look forward to bidding on any future chemical requirements you may have.

Thank you,

Raise Holiday

Municipal Specialist
Western Region
Univar USA Inc.
muniteam-west@univar.com
www.univar.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 12, 2024

Discussion and Consideration to Award RFP NO. 24-005-02-22 Sludge Transportation & Disposal and Authorize the City Manager to Execute all Related Documents. [Lori A. Maldonado, Purchasing Agent]

STAFF COMMENTS AND RECOMMENDATIONS:

On February 7, 2024 and February 14, 2024, Staff Advertised in the Advance Newspaper to Solicit Proposals for RFP NO. 24-005-02-22 Sludge Transportation & Disposal. On March 1, 2024 a bid opening was held and Sealed Proposals were received from the following:

1. DENALI WATER SOLUTIONS LLC
2. C&C WASTE MANAGEMENT AND EQUIPMENT DBA CB3 HAULING SERVICES

RECOMMENDATION:

Award and Authorize the City Manager to Enter into a Contract and Execute All Related Documents for RFP NO. 24-005-02-22 Sludge Transportation & Disposal to C&C Waste Management and Equipment DBA CB3 Hauling Services as Recommended by Staff.

PREPARED BY:

Lori Maldonado,
Purchasing Agent

APPROVED BY:

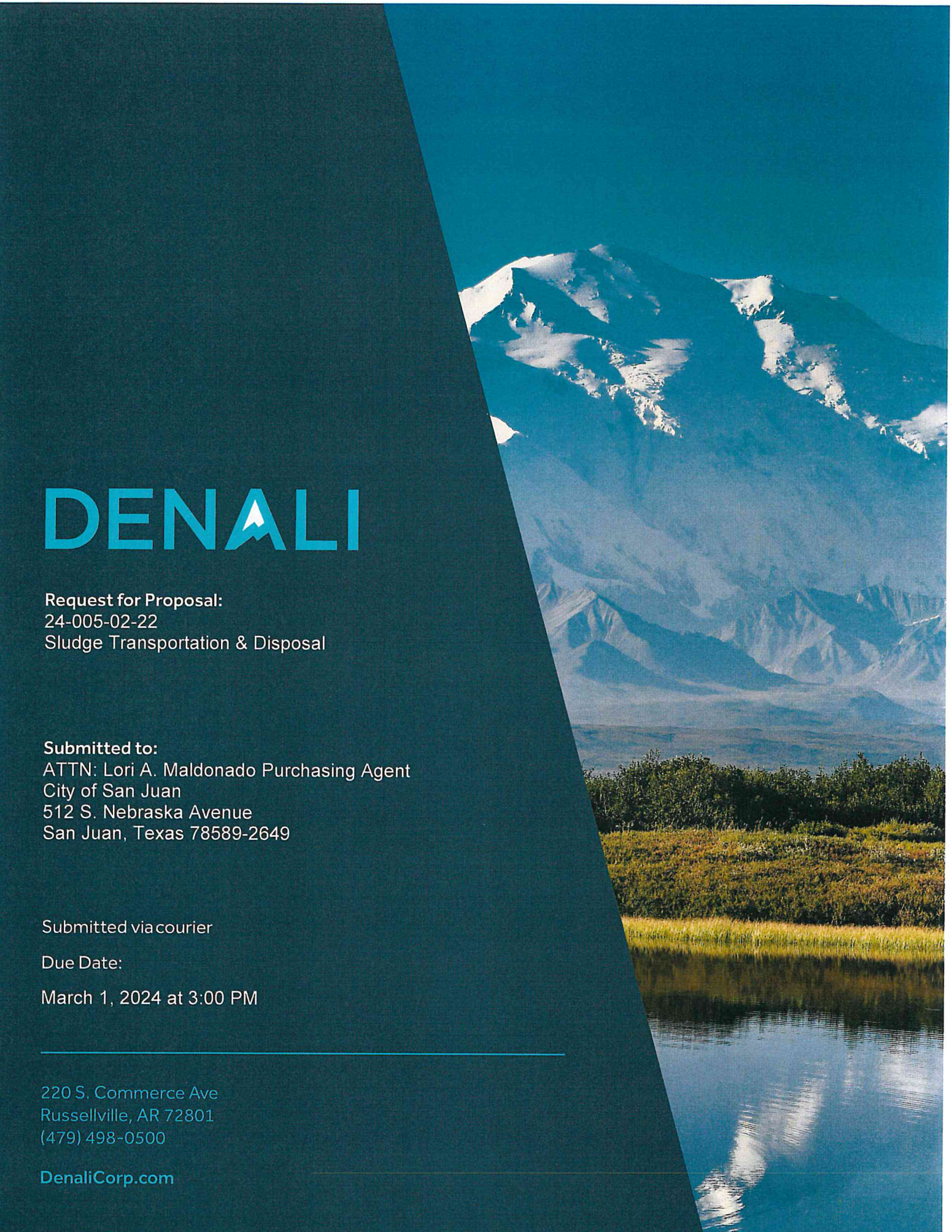
Benjamin Arjona, City
Manager



**TABULATION SHEET
SLUDGE TRANSPORTATION DISPOSAL
RFP NO. 24-005-02-22**

**BID OPENING: MARCH 1, 2024 @ 3:00 P.M.
LOCATION: 512 S NEBRASKA, SAN JUAN, TX, 785893
SAN JUAN CITY HALL**

VENDOR #1	ITEM & DESCRIPTION	QUANTITY	EACH PRICE	PRICE PER LOAD	EXTRA TESTING PER ADDENDUM #2	ADDENDUM #1	ADDENDUM #2
DENALI WATER SOLUTIONS LLC	LIQUID SLUDGE (Est. 5,000 gallons per load)	Per Gallon	\$0.184	\$4,070.00	\$1,520.00	YES	YES
	De-Watered Sludge Cake	Per Load	\$501.00	\$501.00			
	Water Tight Box Rental Water Plant 1 (WT) per month Water Pater 2 (WT) per month Wastewater Plant (WW) per month	Each Rental	\$0.00	\$0.00			
VENDOR #2							
C&C WASTE MANAGEMENT AND EQUIPMENT DBA CB3 HAULING SERVICES	LIQUID SLUDGE (Est. 5,000 gallons per load)	Per Gallon	\$0.00	\$675.00 FOR 6,400 Gallon Tanker	\$0.00	YES	YES
	De-Watered Sludge Cake	Per Load	\$550.00	\$550.00			
	Water Tight Box Rental Water Plant 1 (WT) per month Water Pater 2 (WT) per month Wastewater Plant (WW) per month	Each Rental	\$0.00	\$0.00			



DENALI

Request for Proposal:

24-005-02-22

Sludge Transportation & Disposal

Submitted to:

ATTN: Lori A. Maldonado Purchasing Agent

City of San Juan

512 S. Nebraska Avenue

San Juan, Texas 78589-2649

Submitted via courier

Due Date:

March 1, 2024 at 3:00 PM

220 S. Commerce Ave
Russellville, AR 72801
(479) 498-0500

[DenaliCorp.com](https://www.DenaliCorp.com)



February 28, 2024

Submitted via Courier

ATTN: Lori A. Maldonado Purchasing Agent
City of San Juan
512 S. Nebraska Avenue
San Juan, Texas 78589-2649

RE: **City of San Juan – 24-005-02-22 Sludge Transportation & Disposal**

To Whom It May Concern,

Denali Water Solutions LLC ("Denali") is the respondent to the City of San Juan for the Sludge Transportation & Disposal project. At Denali, our goal is to continuously exceed our customers' expectations by providing residuals management services at the highest industry standards, driven by our team of seasoned residuals management professionals, our readily available assets, and backed by our outstanding environmental and safety record.

The core of our approach presented in this bid response is to exceed the City of San Juan's expectations as a valued team member through our unparalleled experience in managing and operating biosolids projects. Denali has consistently checked all the boxes when it comes to operations, maintenance, and regulatory aspects of biosolids. The Denali team approach provides the opportunity for the City of San Juan to engage trusted biosolids experts throughout the term of the project.

The company prides itself in putting the customers' needs, the environment and safety first. This philosophy has been a primary driver for Denali's success as an environmental services company, and it is the reason Denali will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the United States.

Denali is prepared to enter into an agreement with the City of San Juan for the Sludge Transportation & Disposal project. Denali's employees, partners and experience clearly demonstrates our strength and ability to increase the performance level beyond expectations.

I would like to thank you for reviewing the contents of our bid submittal. Should you need additional clarification, please contact me at 315-374-8645 or by email at jeffrey.leblanc@denaliwater.com. Again, thank you for the opportunity to submit our bid to the City of San Juan and we look forward to the next steps.

Thank you.

Very truly yours,


Jeffrey J. LeBlanc
Chief Growth Officer

cc: Gary Emery, Vice President of Sales, (479) 747-6188, gary.emery@denaliwater.com



SPECIFICATIONS

REQUEST FOR SEALED PROPOSALS SLUDGE TRANSPORTATION & DISPOSAL

RFP NO. 24-005-02-22

INVITATION TO BID

Sealed Proposals addressed to Lori A. Maldonado, Purchasing Agent, City of San Juan, 512 S. Nebraska Avenue, San Juan, TX 78589-2649 are to be received no later than **THURSDAY, FEBRUARY 22, 2024, 3:00 P.M.**, for **SLUDGE TRANSPORTATION & DISPOSAL** at which time they will be taken to the **CITY HALL CONFERENCE ROOM** and read aloud.

These general specifications, as completed by the bidder, shall become part of this bid proposal.

Bid shall be submitted in a sealed envelope marked:

**REQUEST FOR SEALED PROPOSALS
SLUDGE TRANSPORTATION & DISPOSAL
RFP NO. 24-005-02-22
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRAKSA AVENUE
SAN JUAN, TEXAS 78589-2649**

Specifications can be obtained by calling the Purchasing Division (956)223-2204, by picking them up at the San Juan City Hall, 512 S. Nebraska Avenue, San Juan, Texas between the hours of 8:30 a.m. – 4:30 p.m., Monday thru Friday, or by downloading them from the City's web-site, www.sjtx.us.

Be advised that if a company downloads the bid specifications from the web page and is contemplating on submitting a proposal to provide **SLUDGE TRANSPORTATION & DISPOSAL**, the respondent must register with the Purchasing Division so that any changes/additions via Addendum can be forwarded to the company. Please download the specifications on our website. Any communication regarding this RFP is Lori A. Maldonado, Purchasing Agent, who can be reached at (956)223-2204. Any communication regarding this RFP should be emailed to lmaldonado@sjtx.us including in the subject line "**SLUDGE TRANSPORTATION & DISPOSAL – RFP NO. 24-005-02-22**". In all emails, please include in the subject line the RFP name and number and in body of the email, the company's name, address, phone and fax number, as well as the contact person.

The City of San Juan reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities or to accept the proposal to be the best and most advantageous to the City, and hold the proposals for a period of 60 days without taking action. Proposals submitted past the aforementioned date and time will not be accepted. Caution to those submitting proposals; those not in the proper form may be rejected.

**CITY OF SAN JUAN
INSTRUCTIONS TO RESPONDENTS**

Please read the specifications/requirements thoroughly and be sure that the Sludge Transportation and Disposal offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated on letter attached to bid. If no exceptions are noted, and you are the successful bidder, it will be required that the Sludge Transportation and Disposal be provided as specified by the bid.

PURPOSE

The purpose of these specifications/requirements and bid documents are to execute a contract for:

SLUDGE TRANSPORTATION AND DISPOSAL

INTENT

Sludge Transportation and Disposal, to be furnished under this bid shall be in accordance with these specifications/requirements. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications.

SUBMITTAL OF BID

Proposals are to be submitted in sealed envelopes upon the blank form of proposal attached hereto. One (1) original, one (1) copy and one (1) Electronic USB of bid must be completely filled out. Proposals are to be filed with the City of San Juan before opening day and hour. If a bid is submitted late, it will be returned to bidder unopened. Failure to meet bidding requirements may be grounds for disqualification.

**REQUEST FOR SEALED PROPOSALS
SLUDGE TRANSPORTATION & DISPOSAL
RFP NO. 24-005-02-22
ATTN: LORI A. MALDONADO, PURCHASING AGENT
CITY OF SAN JUAN
512 S. NEBRAKSA AVENUE
SAN JUAN, TEXAS 78589-2649**

Bidders shall be required to submit bid on the Invitation to Bid form. **Bids submitted by fax or electronically will not be accepted.** Submittal of a bid in response to this solicitation for bids constitutes an offer by the Respondent and if accepted by the City constitutes a Contract. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of San Juan, before opening day and hour. No late bids will be accepted. Bids cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity. Person signing bid must show title or authority to bind his/her firm in a contract.

SALES TAX

State sales tax must not be included in bid.

SUBSTITUTIONS

No substitutions or cancellations permitted without written approval from the City of San Juan.

NO BID RESPONSE

If unable to quote, bidder should return inquiry giving reasons. Failure to comply will obligate the City of San Juan to remove non-responsive bidders from bidder's list.

VARIATIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. Any parts not specifically mentioned which are necessary for the Sludge Transportation and Disposal to be complete and ready for use shall be furnished by the successful bidder.

TIME ALLOWED FOR ACTION TAKEN

The City may hold bids for 60 days after bid opening without taking action. Bidders shall be required to hold their bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of San Juan reserves the right to refuse and reject any or all bids, and to waive any or all formalities or technicalities, and to make sure awards of contract as may be deemed to be the best and most advantageous to the City of San Juan.

INDEMNIFICATION CLAUSE

The bidder agrees to indemnify and save harmless the City, the Purchasing Division and City Staff, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request to the Purchasing Division, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

PAYMENT

The City of San Juan will execute payment by mail in accordance with the State of Texas Prompt Payment Act after the Sludge Transportation and Disposal has been found to meet the City of San Juan specifications/requirements. No other method of payment will be considered.

ASSIGNMENT

Neither the bidders' contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of San Juan.

INTERPRETATIONS

Any questions concerning the specifications, scope and/or requirements with regards to this solicitation for bids shall be directed by email to Lori A. Maldonado, Purchasing Agent, at lmaldonado@sjtx.us. Such interpretations, which may affect the eventual outcome of this request

for bids, shall be furnished in writing to all prospective bidders via an Addendum. No interpretation shall be considered as binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful bidder to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

RIGHT TO WAIVE

The City of San Juan reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of San Juan.

HUB CERTIFICATION

State Certified "HUB (Historically Underutilized Businesses) vendor(s) are asked to provide a copy of their certification, if they have not previously done so (information to be emailed to the Purchasing Division at lmaldonado@sjtx.us).

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -vs- totals, unit prices/rates will govern.

PAST PERFORMANCE

Bidders are advised that past performance as it relates to product and/or service on purchase/service/supply contracts previously held with the City shall be a factor in the award of this supply contract. The City's position on this matter shall be final.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of San Juan no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ, go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. If you have any question about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirements. Related forms included in Bid packet are to be completed and returned with Bid.

The City of San Juan City Commission and City Manager are as follows:

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

City Staff include:

- Benjamin Arjona, City Manager
- Juan Carlos Martinez, Public Utilities Director
- Leroy Gonzales, Finance Director
- Lori A. Maldonado, Purchasing Agent

Appendix A, Conflict of Interest Questionnaire must be completed and returned within an entire completed copy of this RFP NO. 24-005-02-22.

Other Local Government Officers of the City of San Juan include the following:

1. Board and Commission members and appointed members by the Mayor and City Council;

2. Board Members of the San Juan Economic Development Corporation;
3. The Executive Director and staff of the San Juan Economic Development Corporation.

Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix A. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.

DISQUALIFICATION

The applicant may be disqualified for any of the following reasons:

- The applicant is involved in any litigation against the City of San Juan;
- The applicant is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The applicant is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

FORM 1295 CERTIFICATE OF INTERESTED PARTIES

Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and signed please return the form with your proposal submission.

INSURANCE REQUIREMENTS

The Bidders agrees to carry adequate **General Liability and Automobile Liability Insurance as mandated by state law, as well as, Worker's Compensation insurance as mandated by Preamble 110.110.** Bidders further agrees to indemnify and hold the City of San Juan harmless of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contract and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage. **Respondent will be responsible to provide necessary insurance as required by the City of San Juan and mandated by state law in compliance with Section II of the General Specifications when submitting proposal.**

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability	\$500,000 each occurrence
(City Named as additional insured)	
Bodily Injury & Property Damage Aggregate	\$1,000,000 each occurrence
Comprehensive auto	\$1,000,000 each occurrence

BUDGET APPROVAL

For purposes of this project, award will be contingent on approval of budget.

METHOD OF AWARD

Respondents are advised that the City of San Juan reserves the right to award this contract to the lowest responsible respondent or the respondent that ranked the highest, therefore providing the best value. Factors, quantities and prices to be considered to determine respondent providing the best value are as noted on the specification/requirements.

FAILURE TO COMPLETE PROJECT

Bids are advised that failure to complete the project within the time frame(s) allowed (after award of contract by fax, mail or by telephone order), shall be grounds for termination of contract. In the case of termination, written notice shall be given to the successful vendor and complete contract shall be severed.

CONTRACT

Price quoted is to remain unchanged from March 1, 2024, ending on February 28, 2025, with the option to extend the contract. Original price quoted is to remain unchanged for another additional two (2) years ending February 28, 2027. The contract is renewed yearly, but the City Commission has the option not to renew the contract if the performance of the successful bidder is satisfactory. Unit prices quoted shall be F.O.B. City of San Juan and service to locations and exact spot(s) and as requested by designated by City personnel.

The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful vendor's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner.

**INSTRUCTION TO BIDDERS
FOR THE PURCHASE OF SLUDGE TRANSPORTATION AND DISPOSAL**

Please read specifications thoroughly and make sure that the service(s) offered are in compliance with all requirements. Variation from the specifications is to be indicated on the item specification sheet and covered by letter attached to and made part of the bid. If no exceptions are noted, and you are the successful bidder, it will be required that the service(s) be provided as specified.

SLUDGE TRANSPORTATION AND DISPOSAL

All specifications shown are minimum.

Bids are to be submitted in sealed envelopes upon the blank form of proposal attached hereto. Each bid must be completely filled out. Bids are to be filed with the City of San Juan before opening day and hour. If a bid is filed late it will be returned to bidder unopened. Failure to meet bidding requirements may be grounds for disqualification.

Bids are to have full firm name and address of bidder and manually signed, failure to do so will disqualify bid. Person signing bid must show title or authority to bind his/her firm in a contract.

Bids cannot be altered or amended after the opening time of bid. Any changes made before opening time are to be initialed to guarantee authenticity.

No substitution or cancellations permitted without written approval of City of San Juan.

Any additions, deletions, or variations from the following specifications must be noted. Any specifications not specifically mentioned which are necessary for the service to be ready for use or which are normally furnished as standard equipment shall be furnished by the successful bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.

Delivery of service shall be provided as specified after notification and/or requested by authorized City personnel.

If a delay is foreseen, bidder must give prior notice to the City of San Juan. The bidder must keep the City of San Juan advised of status of service. Default in promised sludge transportation and disposal (without acceptable reasons) or failure to meet specifications authorized by the City of San Juan to provide service as specified.

Acceptable reasons for delayed services as specified herein are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.) acts of government, fire, strikes, war and actions beyond the control of the successful bidder.

Bids subject to unlimited price increase will not be considered.

The City may hold bids 60 days after opening without taking action. Bidders are required to hold their bid firm for the same period of time.

The City of San Juan reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of San Juan.

The bidder agrees to indemnify and save harmless the City, the Purchasing Division, and all City Staff from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request to Lori A. Maldonado, Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

Bidder will carefully examine bid forms, specifications, and instruction to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specification, or other documents, or should he/she be in doubt as to their meaning, he/she should notify Lori A. Maldonado, Purchasing Agent. The City of San Juan will execute payment by mail accordance to the State of Texas Payment Act after invoice has been received for those quantities of chemical that have been delivered. No other method of payment will be considered.

Where in this bid package service is used, its meaning will refer to the Specifications for the purchase of Sludge Transportation and Disposal.

The City of San Juan reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of San Juan.

The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful bidder's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The bidder shall be afforded the same right to terminate the contract in the same manner.

Payment will be made for sludge transported and delivered as per specifications and for specified and approved rentals only.

Bidder will hold unit price(s) firm for the term of the contract period.

SPECIFICATIONS
SLUDGE TRANSPORTATION AND DISPOSAL

SCOPE:

The City of San Juan seeks competitive bids on sludge transportation and disposal to permitted solid waste landfill. The purpose of these specifications is to describe the minimum requirements of the City of San Juan for the annual sludge transportation and disposal to permitted solid waste landfill contract. The quantities on the Invitation to Bid or attached quantities are estimates based on previous usage. These estimates are for acquainting the bidder with probable quantities to be expected during the contract period. These estimates are not intended to set forth minimum or maximum quantities of this contract and shall not be construed as such. This contract is intended for routine and continuous usage, and for large projects that occur. The City of San Juan reserves the right to go out for bids.

Sludge disposal must be at a Texas Commission on Environmental Quality (TCEQ) permitted solid waste management facility. The City does not intend to utilize beneficial re-use (land application) for this contract term. The City requests that if re-use opportunities return to areas that provide savings in disposal fees, it shall be notified accordingly, for consideration of future contract term.

GENERAL REQUIREMENTS:

The services to be furnished in this agreement will be for transportation and disposal of liquid and/or dewatered municipal water plant (WT) and wastewater treatment plant (WW) sludge, as required to provide proper treatment of the effluent.

Solid Waste Disposal Sites must meet TCEQ 30 TAC Chapter 312 & 330 and U.S. EPA 40 CFR Part 503 Sewage Sludge Use and Disposal regulations.

INSURANCE REQUIREMENTS:

Successful firm shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas, and shall contain the amounts specified herein, and shall be executed prior to award of bid.

SPECIFIC REQUIREMENTS:

- A. The Vendor's transport vehicle(s) must meet the following requirements:
1. A transportation capacity of 30 cubic yards containers (filled to 20-25 cubic yards) with (approximately 38,000lbs) of de-watered sludge cake.
 2. Vehicle(s) must be currently licensed and must meet all state, federal, county, and Department of Transportation requirements. Vehicle(s) must be of sound quality and in good working order.
 3. Vehicle(s) must have the company name and company phone number on the tractor, trailer and sludge containers.
 4. Vendor must divulge to City the inventory of Vendor's fleet vehicles and roll off containers available to service the City adequately and on a timely basis.
- B. The Vendor must meet the following requirements:
1. The Vendor must be subject to 24 hour on call notice 365 days per year. Vendor must provide the City with normal, weekend and emergency telephone numbers.
 2. The Vendor shall provide proof of all licenses and certifications required by Federal and State Regulatory agencies to perform the hauling of dewatered sludge.
 3. The Vendor must show proof of and provide the City with copies of the following:
 - a. All federal, state, and local/City permits to include: U.S. EPA transport number, TCEQ permit number and the county permit number.
 4. Contractor will be responsible for all spillage of product that includes liquid and dewatered solids, fuels, and lubricants.
 5. The vendor shall be responsible to ensure that all spills or damages caused by spillage are corrected immediately at their own expense. Correction of spills or damages shall be executed in a manner approved by a representative of the City.
 6. The Vendor will supply the City with a Municipal Sludge Manifest Ticket for each load of sludge transported. This manifest ticket shall contain the following information:
 - a. Name and address of site where sludge was generated.
 - b. Name, address, TCEQ and EPA registration numbers, where applicable, of site where sludge was finally deposited.
 - c. Approximate volume of sludge load.
 - d. Date and time of sludge pickup.
 - e. Name and address of hauler.
 - f. Date and time of disposal.
 - g. Signature verifying disposal date and time.
 7. Upon completion of loading of vehicle(s), the Vendor shall be responsible for all sludge loaded onto vehicle during transportation to solid waste landfill.
 8. The Vendor shall be responsible for any and all damages that may be caused by their transport vehicle(s) while loading, transporting, and disposing of the City's sludge.
 9. The Vendor must haul liquid and/or de-watered sludge cake on an as needed basis to ensure proper operation of the City's water and wastewater plants.

10. The Vendor will re-position sludge containers as directed by City's plant personnel to facilitate efficiency of container filling by plant personnel.
11. The Vendor will submit to the Utility Director a Monthly Report for each water and or wastewater plant, to include the following information:
 - a. Name and location of disposal site(s).
 - b. Owner of disposal site(s).
 - c. Disposal site(s) TCEQ, EPA registration number where applicable.
 - d. Date(s) of disposal.
 - e. Identity of hauler.
 - f. Manifest numbers.
 - g. Quantity (volume) of sludge hauled.
 - h. Facility where sludge was generated.
 - i. Method of final disposal.
 - j. Toxicity Characteristic Leaching Procedure Test: Pass/Fail.
 - k. Level of disinfection attained Class A or Class B. **(applies to land application only)**
 - l. Total number of loads, total cubic yards or gallons, and total dry tons transported from each wastewater plant.
 - i. **Copies of the completed manifest tickets showing the date, time, and location of disposal site, with signature verifying proper disposal of sludge will be submitted to the Utility Director with each monthly report.**
12. The Vendor will provide applicable annual and quarterly testing for each of the City's two water plants and one wastewater treatment plant for sludge disposed of at a solid waste land fill, as required by the City's, TCEQ and EPA discharge permits:

A Toxicity Characteristic Leaching Procedure (TCLP) sludge analysis, with a Matrix spike split. This analysis along with paint filter test will be completed one (1) time per year in August.

13. The Vendor will submit a comprehensive **Quarterly Report** to the City of San Juan Utility Director. The quarterly report will be due in February, May, August and November. This report will detail the City's sludge disposal activities and all other disposal activities at each disposal site. This report will separate the City's sludge disposal activities from the other disposal activities and will include the following information:
 - a. Name and location of disposal site(s).
 - b. Disposal site(s) TCEQ and EPA registration numbers, where applicable.
 - c. Owner of disposal site(s).
 - d. Method of final disposal.
 - e. Cumulative total amount (lbs/acre) of sludge deposited at each disposal site. **(Applies to land application only)**
 - f. Test results of the TCLP with Matrix Spike Split.

- g. Land usage of disposal site(s) where sludge was deposited, including crops grown. **(Applies to land application only)**
- 14. Vendor shall be responsible at no cost to the City, for the logistical support needed to remove and dispose of additional roll-offs, should plant operations require additional solids removal.
- 15. The Company shall supply a Fee Schedule for the following services, which the City may request:
 - a. Cost per load to haul cake sludge to sludge disposal site(s).
 - b. Cost per load for obtaining weight tickets on de-watered sludge cake.
 - c. Cost for extra testing as described in Section B, Items 10 of the specific requirements listed above.
 - d. Cost for any other services the Company provides (dewatering, lime stabilization, tank cleaning, etc.) which the Company considers integral to professional sludge management and of benefit to the City.

CITY OF SAN JUAN

SPECIFICATIONS FOR SLUDGE TRANSPORTATION AND DISPOSAL

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. DO NOT INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

	ITEM AND DESCRIPTION	QUANTITY	EACH PRICE	PRICE PER LOAD
	Annual Sludge Transportation and Disposal to Permitted Solid Waste Landfill Contract per Specification			
1	Liquid Sludge (Est. 5,000 gallons per load)	Per Gallon	\$ 0.814	\$ 4,070.00
2	De-Watered Sludge Cake	Per Load	\$ 501.00	\$ 501.00
3	Water Tight Box Rental Water Plant 1(WT) (per month) Water Plant 2(WT) (per month) Wastewater Plant (WW) (per month)	Each Rental	\$ 0.00	\$ 0.00

Per Addendum #2 Extra Testing : Fee Schedule

\$1,520.00

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

DATE

2-28-2024

SIGNATURE

Jeffrey J. LeBlanc

PRINT/TYPE NAME

Chief Growth Officer

TITLE

Denali Water Solutions LLC

COMPANY

jeffrey.leblanc@denaliwater.com

E-MAIL

(315) 374-8645

PHONE

Signed and executed in triplicate this 28th day of February, 2024.

CITY OF SAN JUAN, TEXAS

BENJAMIN ARJONA, CITY MANAGER

ATTEST:

BRENDA ESCALANTE, CITY SECRETARY

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.008(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.005(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

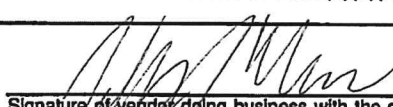
N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)**3** Name of local government officer about whom the information is being disclosed._____
Name of Officer**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**7** 

Signature of vendor doing business with the governmental entityFebruary 28, 2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

DENALI

Addendum



ADDENDUM NO. 1

CITY OF SAN JUAN

SLUDGE TRANSPORTATION & DISPOSAL

RFP NO. 24-005-02-22

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

1. Bid Receipt Date: The bid date has been changed from February 22, 2024 to **Friday, March 1, 2024**. The time and location remain unchanged, CITY OF SAN JUAN, 512 S NEBRASKA, SAN JUAN, TX, 78589 at 3:00 P.M.

END OF ADDENDUM NO. 1
/s/Lori A. Maldonado, Purchasing Agent
February 21, 2024



Signature of Respondent



Date



ADDENDUM NO. 2

CITY OF SAN JUAN

SLUDGE TRANSPORTATION & DISPOSAL

RFP NO. 24-005-02-22

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

1. Bid Specification Revision

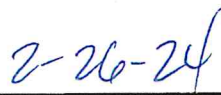
SPECIFIC REQUIREMENTS:

B. The Vendor must meet the following requirements:

15. The Company shall supply a Fee Schedule for the following services, which the City may request:
 - c. Cost of extra testing as described in Section B, Items 11 of the specific requirements listed above.

END OF ADDENDUM NO. 2
/s/Lori A. Maldonado, Purchasing Agent
February 26, 2024


Signature of Respondent


Date

DENALI

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2023

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1490 Market Street Suite 3 Lake Charles LA 70601		CONTACT NAME: Myra Clayton, CIC CISR PHONE (A/C, No, Ext): 337-289-5048 FAX (A/C, No): 866-421-2655 E-MAIL ADDRESS: Myra_Clayton@ajg.com	
License#: BR-724491 DENAWAT-03		INSURER(S) AFFORDING COVERAGE	
INSURED Dispatch Parent, LLC; Denali Water Solutions, LLC 3308 Bernice Ave Russellville, AR 72802		NAIC #	
		INSURER A: Colony Insurance Company 39993	
		INSURER B: National Union Fire Insurance Company of Pittsburg 19445	
		INSURER C: Allied World Assurance Co (U.S.) Inc. 19489	
		INSURER D: Gemini Insurance Company 10833	
		INSURER E: AXIS Surplus Insurance Company 26620	
		INSURER F: Granite State Insurance Company 23809	

COVERAGES **CERTIFICATE NUMBER:** 1923783412 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	PACE4279461	6/30/2023	6/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ MCS-90	Y	Y	5717880	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A C D E	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	EXC4279462 0313-4478 GVE100272503 P-001-001126335-01	6/30/2023 6/30/2023 6/30/2023 6/30/2023	6/30/2024 6/30/2024 6/30/2024 6/30/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
F B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	014195820 014195821	6/30/2023 6/30/2023	6/30/2024 6/30/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability and Professional Liability	Y	Y Y	PACE4279461	6/30/2023	6/30/2024	Pollution - Per Occur Professional - Claim \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured on the General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Certificate Holder is included as Additional Insured on the Automobile policy as per endorsement number 87950. Waiver of Subrogation applies to Certificate Holder as respects the General Liability, Automobile, Workers Compensation and Excess Liability policies pursuant to and subject to the policy's terms, definitions, conditions and exclusions. General Liability and Automobile policies are primary and noncontributory pursuant to the policy's term, definitions, conditions and exclusions. Pollution Liability is on Occurrence Basis while Professional Liability is on Claims Made Basis. Policies listed above contain a 30 day Notice of Cancellation, except 10 days in the event of nonpayment.

Workers Compensation Policy #: 014195820 covers State of California only.
See Attached...

CERTIFICATE HOLDER

CANCELLATION

SAMPLE CERTIFICATE
FOR INFORMATION PURPOSES ONLY
SAMPLE AR 12345

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Dispatch Parent, LLC; Denali Water Solutions, LLC 3308 Bernice Ave Russellville, AR 72802
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation Policy #: 014195821 covers all other States.

Excess Liability policies follow form of underlying policies as listed below:

Policy #: EXC4279462 - \$5,000,000 limit and is excess over General Liability, Pollution Liability and Professional Liability only.

Policy #: 0313-4478 - \$10,000,000 xs \$5,000,000 limit and is excess over General Liability, Pollution Liability and Professional Liability only.

Policy #: GVE100272503 - \$3,000,000 limit and is excess over Automobile and Employer's Liability only.

Policy #: P-001-001126335-01 - \$2,000,000 xs \$3,000,000 limit and is excess over Automobile and Employer's Liability only.

Policy #: 42-XSF-316137-03 - \$5,000,000 xs \$2,000,000 xs \$3,000,000 limit and is excess over Automobile and Employer's Liability only. Carrier is National Fire & Marine Insurance Company, NAIC #: 20079, Policy term: 06/30/2023 - 06/30/2024

Equipment Coverage:

Policy No: IMP 4001324-00

Carrier: Transguard Insurance Company

Policy Dates: 06/30/23 - 06/30/24

Cargo Limit: \$100,000

Trailer Interchange Limit: \$85,000

Rented/Leased Equipment Limit: \$1,000,000 Scheduled Equipment: \$68,662,540

Deductible: \$50,000 each occurrence

Complete list of Named Insureds: Dispatch Parent, LLC; Terra Renewal Services, Inc.; Denali Water Solutions, LLC; Organix Recycling, LLC; Wastewater Specialties, LLC; NuTerra SE FL Organics, LLC; WeCare Denali, LLC; New Earth, LLC; Denali ROI, LLC; OR Processing, LLC; OR Composting, LLC; Ramco, Environmental, LLC; Solid Solutions, LLC; Nebo Services, LLC; Veris Environmental, LLC; AWS Dredge, LLC; Intermountain Dredge Equipment and Supply, L.C.; TerraGro Farms, LLC; Viridiun Equipment, Inc.; Organix Composting of Texas, LLC; Viridiun, LLC; Viridiun Products, LLC; Swanson Bark & Wood Products, Inc.

DENALI

Authority to Sign



DELEGATION OF AUTHORITY LETTER

By means of this letter, I, Todd Mathes, delegate the authority herein described to the Chief Growth Officer, on the following terms and conditions:

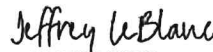
1. The Chief Growth Officer may review and execute, on behalf of Denali Water Solutions LLC ("Denali"), proposals and bids in an amount not to exceed \$1,000,000 in anticipated annual revenue.
2. The documents subject to this delegation are those between Denali and its customers, relating to the handling of biosolids or other similar organic materials.
3. The effective date of this delegation is August 1, 2023, and such authority shall run through December 31, 2023.
4. The authority delegated is not subject to sub-delegation without my prior and express written consent.
5. This delegation is made pursuant to Denali's Delegation of Authority policy and is subject thereto.

DocuSigned by:

62D318125DD04CE...
Todd Mathes, CEO

Date: 8/8/2023

Acknowledged and agreed:

DocuSigned by:

378C22590A5E40F...
Jeffrey LeBlanc, Chief Growth Officer

Date: 8/9/2023



Statement of Qualifications



STATEMENT OF QUALIFICATIONS

Denali has been in the business of providing residuals management services for the last 25 years and employs a number of experts who have been in the residuals management industry since the 1980s. The Company prides itself in putting the customers' needs, the environment, and safety first. This philosophy has been a primary driver for Denali Water's success as an environmental service company, and it is the reason Denali Water will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the US.

History

Denali was originally founded as Terra Renewal in 1995. The original focus of the company was the handling and disposal of wastewater residuals from industrial plants via land application for beneficial use as a fertilizer. The focus of the business quickly expanded to include municipal biosolids, spent fryer oil and grease, and handling of spent gas and oil exploration and production fluids. At its peak, it was one of the largest waste companies in the United States with operations in greater than 20 states and was land applying greater than one billion gallons of wastewater residuals on over 225,000 acres of farm fields. Ultimately, the company divested of its oil & gas business and its rendering business (i.e. spent fats and greases). As a result of these divestitures, the name of the company was changed to Denali Water Solutions.



In many states, Denali was an early pioneer in land application permitting process and has led the industry with safe, responsible management of organic residuals. The Company takes pride in its work and its relationships with customers and with officials in regulatory agencies across the US. The goal of Denali Water is to continue to grow and evolve with this ever-changing industry.

In 2016, Denali combined forces with WeCare Organics LLC and formed a subsidiary known as WeCare Denali LLC which services with mid-Atlantic region on the US, including New York, New Jersey, Maryland, Pennsylvania, and more. The company is now second largest handler of municipal biosolids in the United States, the largest provider of industrial food processing residuals management and operates from coast to coast. Denali offers an array of services including land application, Class A processing, dredging, composting, permitting, mobile dewatering, outsourced dewatering, geo-textile tube dewatering, lagoon and digester cleanout, and transportation services. Recent acquisitions have expanded Denali Water's service offerings in biosolids, green waste, and food waste composting.

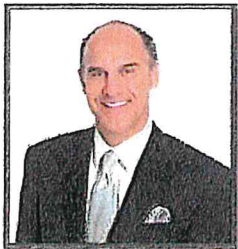
The Denali Team



We believe that we are only as good as our team. Denali has had the same leadership in place since 2002 and has a seasoned team of industry veterans and has had limited turnover in its management team for many years. This is because we foster a culture that makes people proud to say they work at Denali because of how it treats its employees, customers, and the community.

The key personnel working for Denali have a combined 100+ years of experience in the biosolids and residuals transportation and management industry. Whether it's a treatment facility producing as little as 300 tons per year or 150,000 tons per year, our experienced, friendly, and knowledgeable staff has provided years of success and satisfaction for our clients.

ANDY MCNEILL – CHAIRMAN OF THE BOARD



With over 15 years of industry experience Andy has led as CEO since 2002 and now serves as Chairman of the Board. Andy graduated from Auburn University with a BS in accounting and holds an MBA from the University of Notre Dame. Andy frequently speaks on topics associated with the company, including land application and beneficial reuse, and serves on various boards.

TODD MATHES - CHIEF EXECUTIVE OFFICER



Todd Mathes is Chief Executive Officer of Denali. Mathes has worked in the organic waste recycling industry for more than two decades, and he has been CEO of Denali since early 2023. As CEO, Mathes succeeded Andy McNeill, who now serves as Denali's Founder and Chairman. Mathes was previously Chief Operations Officer of Denali, overseeing Denali's organic waste recycling work across 48 states and Puerto Rico. Prior to joining Denali, Mathes was a senior executive at Darling Ingredients, a multi-billion-dollar rendering firm. His history with Denali dates back the early 2000's, when Mathes served as an executive at Terra Renewal Services, an organics recycling company that eventually became part of Denali. Mathes lives with his family in Dallas, Texas, where Denali has two offices.

JEFFREY J. LEBLANC – CHIEF GROWTH OFFICER



Jeff joined Denali Water Solutions LLC, as its President, when it acquired the key assets of WeCare Organics, LLC in 2016. Jeff is now the Chief Growth Officer, responsible for overseeing all aspects of sales, marketing and business development. Jeff has played a key role in Denali's growth, as the industry leader in recycling of waste and residuals, and as a frequent guest speaker at industry conferences and seminars.

Jeff is focused on Denali's strategy as a full-service residual management company commissioned to bridge the gap between the farmer and the environmental community via the operations, management, and distribution of residual based products, such as WeCare Compost®. In addition, Jeff has led the Company's vision to be the "landfill-alternative" and has steered the Company's advancement in managing source separated organics, such as green waste, food waste, food processing waste and biosolids.

DON BUDHU- CHIEF FINANCIAL OFFICER



Don Budhu serves as our Chief Financial Officer (CFO). Don leads the finance & accounting teams and IT strategy. Don Comes from Velocity Aerospace Group, where he held the role of Chief Executive Officer (CEO). He previously held leadership positions at Darling Ingredients, Terra Renewal Services, and Safety-Kleen Systems. Don is originally from Guyana, South America, and currently resides in Frisco, Texas. He and his wife Mona have a daughter, Emily, 14. When Don is not working or spending time with his family, he enjoys playing cricket, golf, and being active in his church.

GARY EMERY - VICE PRESIDENT, SALES & DEVELOPMENT



Gary is Vice President of Sales & Development for Denali, bringing a breadth of knowledge in the environmental and residuals management industry. He began his career in 1986 with an Arkansas-based environmental trucking company. Gary is a proven expert in the lagoon business as a key player for municipalities, solving liquid event problems. Gary has been with Denali since 2009 and was previously in management as an Operations Manager at Mid-America Environmental Solutions. Gary has managed operations, sales, dispatch, and environmental work throughout the South-Central region. His analysis of customer needs and determining operational resources are unmatched in the environmental sector.

MIKE WERTZ – REGIONAL OPERATIONS MANAGER



Mike joined Denali in 2011. He has extensive experience leading an interdepartmental team to navigate the sales and contracting process, labor and wage compliance through projects, complete submittal requirements, and see each project through to completion, including close-out. Mike has twenty years of Project Manager experience and is a company leader in planning, staffing, and training the workforce for new and on-going projects; including recruitment and utilization of MWBE and non-MWBE subcontractors.

JASON GOLDEN – GENERAL MANAGER, CENTRAL REGION



Jason joined Denali in 2006. He holds a degree from Arkansas Tech University and is a certified Residential and Commercial contractor in the state of Arkansas. Jason began with the company as the Asset Manager and became the Liquid Events Operations Manager in February 2009. Jason has responsibility for project development and growth in the municipal services sector. He oversees projects ranging from small lagoon cleanouts in farming communities to large multiyear sludge management project handling hundreds of thousands of tons per year for cities such as Dallas, Houston, Norman OK, as well as a large percentage of the Rio Grande Valley.

JASON R. RAMSEY - DIRECTOR OF SAFETY



Jason is the Director of Safety for Denali. He is responsible for safety programs and procedures, risk assessment, and compliance with USDOT, FMCSA, and OSHA regulations. Jason has 8 years of experience with Terra and Denali and has several years of experience in business development, safety, executive management, compliance, and was previously a State Trooper. He holds a bachelor's from the University of Arkansas. Jason also serves as a Board Member for the Arkansas State Police Foundation.

DON GAMBELIN – EVP STRATEGIC INITIATIVES

Don joined Denali in 2021 bringing his three decades of experience in the environmental services and recycling sector to the company, where he leads the Advocacy, Customer Solutions, and Environmental Compliance teams that deliver on facility development and processing initiatives and entitlements, regulatory and policy affairs, and compliance assistance in partnership with operations, safety, and corporate development. Throughout his career, he has brought some of the largest and most innovative recycling and organics composting developments to fruition and has worked closely with government agencies through regulatory changes and service agreements. Don holds a BS in Environmental Management from UC Davis and a master's in business administration from UC Berkeley.

Operations

Denali provides a specialized service, and it is customary to clarify the language in certain provisions such as indemnities, damages limitations, force majeure, notices, and cure provisions to make certain they are consistent with industry standards for the services provided. If we are the successful respondent, we will submit any requested changes for your review.

Should you have any questions or require further information regarding our submittal, please feel free to contact Denali at the number provided in our submittal.

CITY OF SAN JUAN

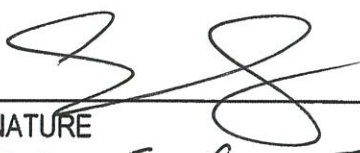
SPECIFICATIONS FOR SLUDGE TRANSPORTATION AND DISPOSAL

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. DO NOT INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

	ITEM AND DESCRIPTION	QUANTITY	EACH PRICE	PRICE PER LOAD
	Annual Sludge Transportation and Disposal to Permitted Solid Waste Landfill Contract per Specification			
1	Liquid Sludge (Est. 5,000 gallons per load)	Per Gallon	\$	\$ <u>675.00</u> for 6400 gal. tanker
2	De-Watered Sludge Cake	Per Load	\$ <u>550.00</u>	\$ <u>550.00</u>
3	Water Tight Box Rental Water Plant 1(WT) (per month) Water Plant 2(WT) (per month) Wastewater Plant (WW) (per month)	Each Rental	\$ 0	\$ 0

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

02/21/24
DATE


SIGNATURE
Steven E. Cruz II
PRINT/TYPE NAME
Owner / Chief Operating Officer
TITLE
C&C Wastewater Management & Equipment
COMPANY
CB3consultant@gmail.com
E-MAIL
956-605-2966
PHONE

Signed and executed in triplicate this _____ day of _____, 2024.

CITY OF SAN JUAN, TEXAS

BENJAMIN ARJONA, CITY MANAGER

ATTEST:

BRENDA ESCALANTE, CITY SECRETARY

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

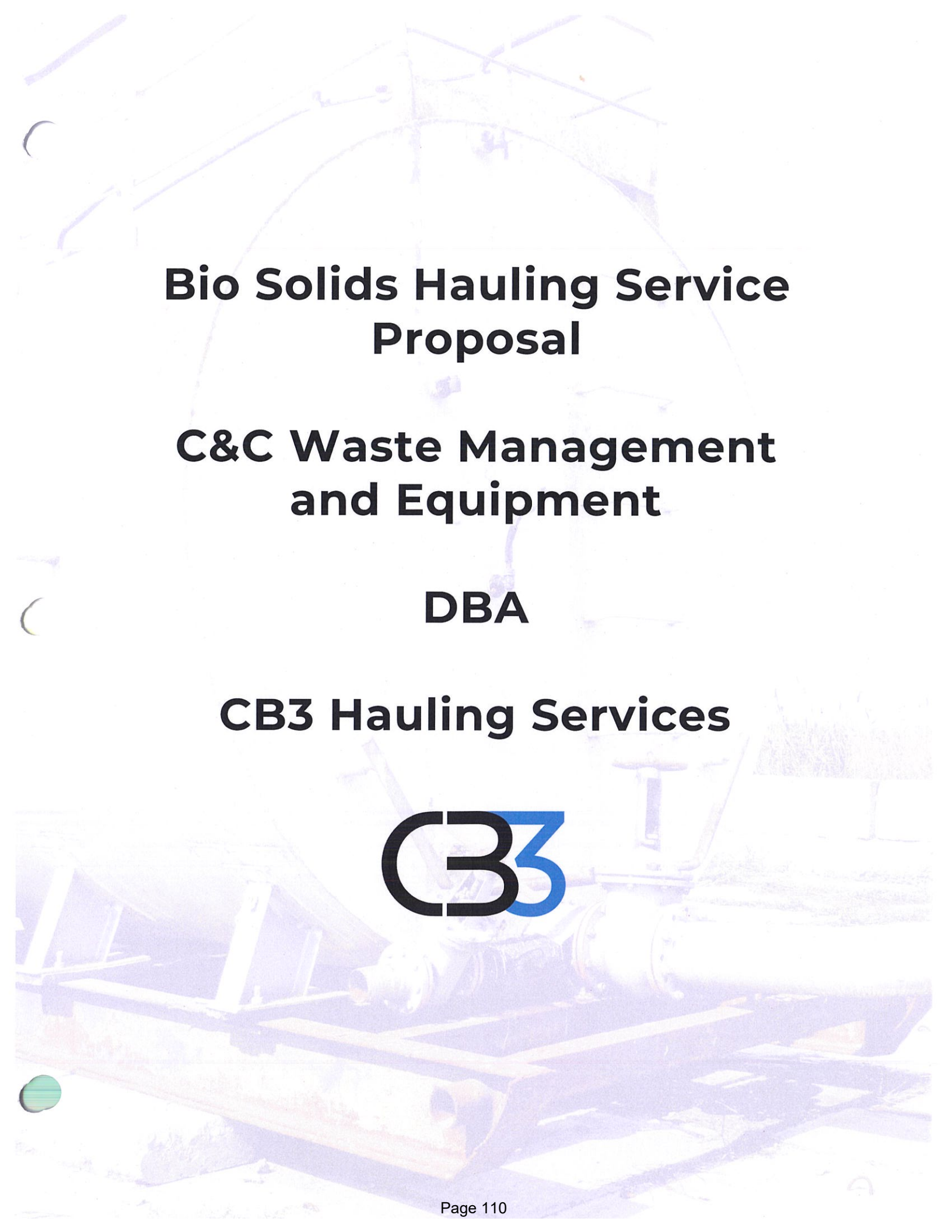
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

2/22/24

Date



Bio Solids Hauling Service Proposal

C&C Waste Management and Equipment

DBA

CB3 Hauling Services



OUR TEAM



Audra Palacios Cruz
Chief Legal Counsel



Dana Batiste
Water/Wastewater
Consultant
PE, CFMI



Steven Cruz
Chief Operating Officer
CPM, PMP, CCM



Victor Neil Chavez
Chief Financial Officer



Ricardo Rodriguez
Public Affairs Consultant
Legal Counsel

Management and Operations Plan for Sludge Hauling Services

Our company provides sludge hauling services to clients in need of reliable and efficient sludge removal and transportation. Our management and operations plan ensures that our team is equipped to provide safe and efficient services while complying with all relevant regulations.

Management:

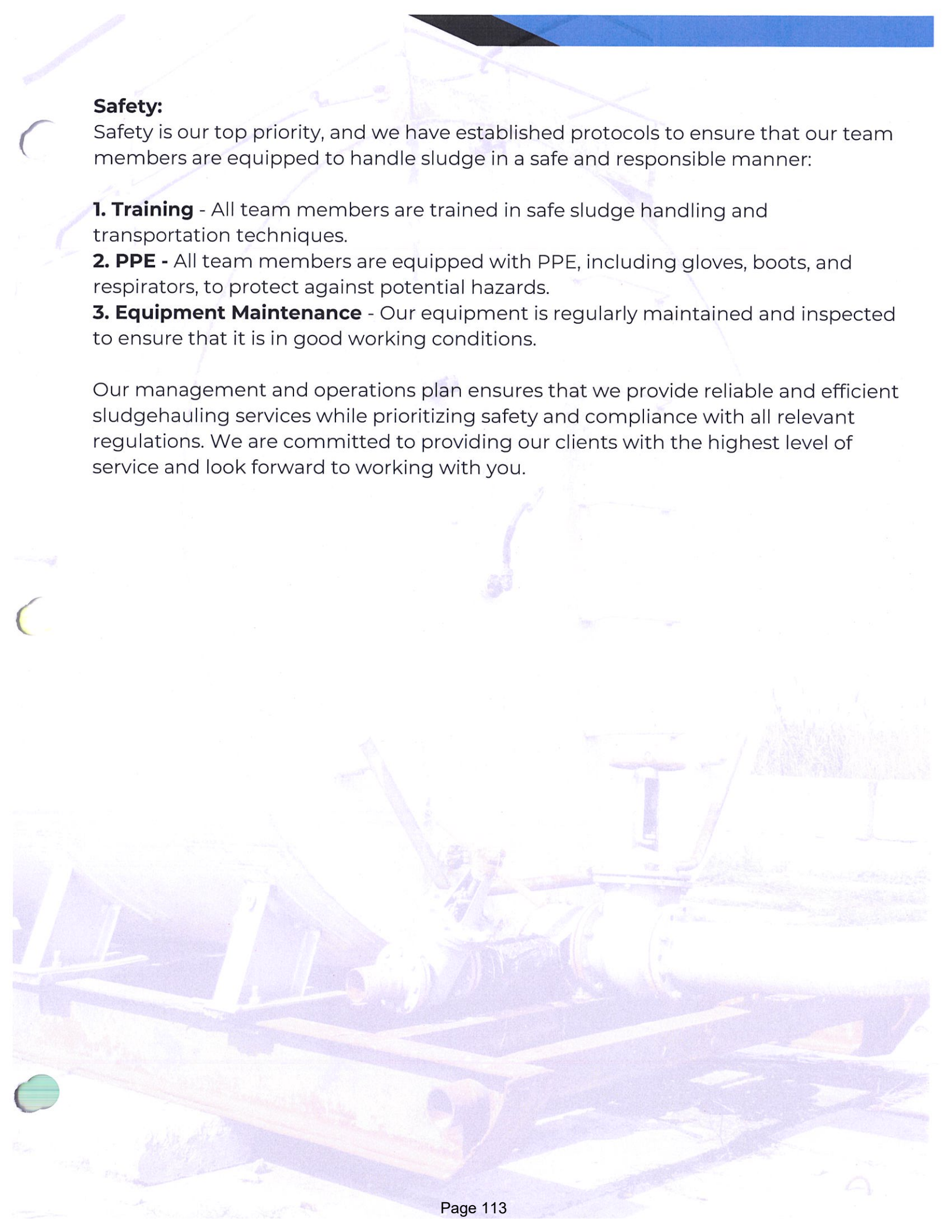
Our management team consists of experienced professionals who are responsible for overseeing our operations and ensuring that we meet our clients' needs. Our management team is composed of the following:

1. **Chief Operations Officer** - oversees day-to-day operations and ensures efficient service delivery.
2. **Director of Operations** - oversees safety protocols and ensures that all team members are trained and equipped to handle sludge in a safe and responsible manner.

Operations:

Our operations plan includes the following steps to ensure efficient and safe sludge hauling services:

1. **Scheduling** - Our operations team works with clients to schedule sludge removal and transportation services at a time that is convenient for the owner or they have authorized us to take them. Our team will work hand in hand with the staff at the facilities and the director to ensure we meet your scheduling needs and have units prepared for emergencies if needed by the city. Our Units are designated by precincts, therefore allowing us to be able to accommodate our customers and any changes or emergencies that may come up.
2. **Preparation** - Our team arrives at the treatment plant with all necessary equipment and personal protective equipment (PPE).
3. **Sludge Removal** - Our team removes sludge from the designated area using specialized equipment and transports it to the designated disposal site. We have a working contract with the City of Edinburg to dispose all biosolids at their permitted facility.
4. **Disposal** - Our team disposes of the sludge in a safe and environmentally friendly manner at a permitted municipal solid waste landfill facility.
5. **Documentation** - Our team provides clients with all necessary documentation, including manifests and disposal certificates.

The background of the page is a faded, light blue image of a sludge hauling truck. The truck is a large, heavy-duty vehicle with a prominent front grille and headlights. It has a large, rectangular container mounted on its chassis, which is used for transporting sludge. The truck is parked on a dirt or gravel surface, and the overall image has a soft, low-contrast appearance.

Safety:

Safety is our top priority, and we have established protocols to ensure that our team members are equipped to handle sludge in a safe and responsible manner:

- 1. Training** - All team members are trained in safe sludge handling and transportation techniques.
- 2. PPE** - All team members are equipped with PPE, including gloves, boots, and respirators, to protect against potential hazards.
- 3. Equipment Maintenance** - Our equipment is regularly maintained and inspected to ensure that it is in good working conditions.

Our management and operations plan ensures that we provide reliable and efficient sludgehauling services while prioritizing safety and compliance with all relevant regulations. We are committed to providing our clients with the highest level of service and look forward to working with you.

Transportation System and Routing for Sludge Hauling Services

Our sludge hauling services involve transporting sludge from wastewater treatment plants to a permitted municipal solid waste landfill facility. CB3 is a registered vendor with City of Edinburg Landfill and Republic Waste Landfill, which is used as a secondary permitted site. To ensure that our services are efficient and cost-effective, we have established a transportation system and routing plan that considers various factors such as distance, traffic, and environmental considerations.

Transportation System:

Our transportation system involves a fleet of specialized sludge hauling trucks that are equipped with roll-off containers, pumps and tanks to safely and efficiently transport sludge. We ensure that our trucks are regularly maintained and inspected to minimize the risk of breakdowns and delays. A maintenance and inspection plan on all our containers has also been implemented to ensure they don't have leaks and are up to code with all state and local government ordinances.

Routing Plan:

Our routing plan is designed to ensure that we provide efficient and cost-effective services while minimizing the impact on the environment. Our routing plan takes into account the following factors:

- 1. Distance** - We strive to minimize the distance between the wastewater treatment plant and the disposal facility to reduce transportation costs and minimize the environmental impact of our services.
- 2. Traffic** - We take into account traffic patterns and peak traffic hours to avoid delays and ensure timely delivery of sludge.
- 3. Environmental Considerations** - We avoid routes that may impact environmentally sensitive areas or residential neighborhoods to minimize the impact of our services on the community.
- 4. Capacity** - We ensure that our trucks are loaded to their maximum capacity to minimize the number of trips required to transport sludge.

Spill and Emergency Response Plan for Sludge Hauling Services

While we prioritize safety and compliance with all relevant regulations, accidents and spills can still occur. To ensure that we are prepared to respond to spills and emergencies, we have established a spill and emergency response plan.

Spill Response Plan:

Our spill response plan includes the following steps:

- 1. Identification** - Our team members are trained to identify potential spills and leaks and to report them immediately to the supervisor.
- 2. Containment** - Our team members are equipped with spill response kits that contain absorbent materials to contain the spill.
- 3. Cleanup** - Our team members are trained to clean up spills safely and effectively and dispose of contaminated materials in an environmentally responsible manner.
- 4. Reporting** - We report all spills to the appropriate regulatory agencies as required by law.

Emergency Response Plan:

Our emergency response plan includes the following steps:

- 1. Identification** - Our team members are trained to identify emergencies and to report them immediately to the supervisor.
- 2. Evaluation** - Our management team evaluates the situation and determines the appropriate response, which may include evacuation or shutdown of equipment.
- 3. Notification** - We notify emergency services as necessary and keep all stakeholders informed of the situation.
- 4. Coordination** - We work with emergency services to ensure that they have access to the site and to provide assistance as necessary.
- 5. Follow-up** - We follow up with clients and regulatory agencies as necessary to ensure that all requirements are met.

Our spill and emergency response plan is designed to ensure that we are prepared to respond to spills and emergencies promptly and effectively. We prioritize safety and compliance with all relevant regulations and strive to minimize the impact of spills and emergencies on the environment and the community.

Quality Assurance and Control Program for Sludge Hauling Services

Our sludge hauling services involve the transportation of sludge from wastewater treatment plants to licensed disposal facilities. To ensure that we provide high-quality services that meet the needs of our clients, we have established a quality assurance and control program that includes the following elements:

1. Quality Control Measures:

We implement the following quality control measures:

- a. Pre-Trip Inspections:** Before each trip, our drivers inspect their vehicles to ensure that they are in good working condition, including the brakes, lights, and tires.
- b. Load Verification:** Our drivers verify the load weight and volume to ensure that they are within the legal and safe limits.
- c. Post-Trip Inspections:** After each trip, our drivers inspect their vehicles to ensure that they are in good condition and report any issues to the maintenance team.
- d. Documentation:** Our drivers complete trip logs, vehicle inspection reports, and other documentation to ensure compliance with all relevant regulations and to maintain a record of the trip.

2. Training and Certification:

We ensure that all of our team members, including drivers and maintenance personnel, receive training and certification in the following areas:

- a. Health and Safety:** We provide training on safe driving practices, handling of hazardous materials, and personal protective equipment.
 - b. Environmental Regulations:** We provide training on all relevant environmental regulations (TCEQ) and ensure that our team members are aware of the potential impact of their work on the environment.
 - c. Maintenance:** We provide training on the maintenance and repair of our vehicles to ensure that they are in good working condition and comply with all relevant regulations.
- 3. Continuous Improvement:** We continuously monitor our processes and procedures to identify areas for improvement and implement changes as necessary. We also love to collect feedback from our clients and team members to identify areas for improvement and to ensure that we are meeting their needs.

Our quality assurance and control program is designed to ensure that we provide high-quality services that meet the needs of our clients while complying with all relevant regulations and minimizing the impact on the environment. We prioritize safety, training, and continuous improvement to ensure that we maintain our high standards of service.

Complaint Resolution Process for Sludge Hauling Services

At CB3, we are committed to providing high-quality services that meet the needs of our clients while complying with all relevant regulations and guidelines. However, we understand that issues and complaints may arise from time to time, and we have established a complaint resolution process to ensure that any issues are addressed promptly and effectively. Our complaint resolution process is directly handled by our COO and Governmental Affairs Consultant and includes the following steps:

- 1. Receipt of Complaint:** When a complaint is received, we document the complaint and any relevant details, such as the date and time of the complaint, the name and contact information of the complainant, and a description of the issue.
- 2. Investigation:** We investigate the complaint to determine the cause of the issue and any necessary corrective action. We may gather additional information from our team members, clients, and other stakeholders as necessary to fully understand the situation.
- 3. Resolution:** Once the issue has been identified, we take appropriate corrective action to resolve the issue. This may include providing additional training to our team members, adjusting our processes and procedures, or addressing any equipment or maintenance issues.
- 4. Communication:** We communicate the resolution of the issue to the complainant and any other relevant parties. We also ensure that any necessary follow-up actions are taken to prevent similar issues from occurring in the future.
- 5. Record Keeping:** We maintain records of all complaints, including the complaint details, investigation results, corrective actions taken, and communication with the complainant. These records are used to track trends and identify areas for improvement in our operations.

Our complaint resolution process is designed to ensure that any issues or complaints are addressed promptly and effectively, and that we maintain our commitment to high-quality services and compliance with all relevant regulations and guidelines. If you have any complaints or issues with our sludge hauling services, please do not hesitate to contact us. We take all complaints seriously and are committed to resolving them in a timely and effective manner.

Worker Health and Safety Plan for Sludge Hauling Services

CB3 is committed to providing a safe and healthy workplace for all of our employees and those who we are contracted by. To achieve this goal, we have established a comprehensive worker health and safety plan that includes the following elements:

- 1. Hazard Identification and Assessment:** We identify and assess all potential hazards associated with our operations, including hazards related to the transportation and handling of sludge. We use this information to develop appropriate control measures to minimize the risk of injury or illness to our employees.
- 2. Training and Education:** We provide comprehensive training and education to all employees on the hazards associated with our operations and the control measures in place to mitigate those hazards. We also provide training on the proper use of personal protective equipment (PPE) and other safety equipment.
- 3. Personal Protective Equipment:** We provide appropriate PPE to all employees, including gloves, safety glasses, respirators, and other equipment as necessary. We ensure that the PPE is properly fitted and maintained and that employees are trained in its proper use.
- 4. Safe Work Practices:** We establish and enforce safe work practices to minimize the risk of injury or illness to our employees. This includes procedures for loading and unloading sludge, operating equipment, and responding to emergencies.
- 5. Emergency Preparedness:** We have established an emergency response plan that includes procedures for responding to spills, accidents, and other emergency situations. We ensure that all employees are trained in these procedures and that appropriate equipment and resources are available to respond to emergencies.
- 6. Record Keeping:** We maintain records of all training, hazard assessments, and safety inspections. These records are used to track trends and identify areas for improvement in our operations.

Biosolids Hauling Services Fees

SERVICE	UNIT	UNIT COST
Dry Sludge Hauling	25-30 Yard Container	\$550
Vacuum Tanker Service	Hourly Rate	\$250
Vacuum Tanker Service	6,400 Gallon Flat Rate	\$675
Dump Truck Services	25 Yard End Dumps	\$650

*** CB3 Hauling also provides maintenance contracts at set monthly rate to include all hauling services needed by the city. In our experience, we have seen that this provides the city with the opportunity to budget for the year and not have to worry about unforeseen expenses unless agreed upon by both parties.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2023

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

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

PRODUCER Pacific Crest Services Inc., DBA TowerMark Insurance Services 7007 Bandera Road, Suite 8 San Antonio, TX 78238	CONTACT NAME: Karina Tijerina PHONE (A/C, No, Ext): (210)907-7161 FAX (A/C, No): E-MAIL ADDRESS: karina@towermarkinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: The Burlington Insurance Co. NAIC # INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED CB3 Consultants, LLC DBA C&C Waste Management and Equipment 1014 Hill Country Rd Edinburg, TX 78539	

COVERAGES**CERTIFICATE NUMBER: 01****REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	957BG09713	06/06/2023	06/06/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
EACH OCCURRENCE	\$1,000,000																				
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PRODUCTS - COMP/OP AGG	\$2,000,000																				
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Karina Tijerina

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Central Registry Query - Regulated Entity Information

Regulated Entity Information

RN Number: RN108719485

Name: YGRIEGA ENVIRONMENTAL SERVICES

Primary Business: SLUDGE HAULER

Street Address: 410 N 87TH ST, EDINBURG TX 78542 4156

County: HIDALGO

Nearest City: EDINBURG

State: TX

Near ZIP Code: 78542

Physical Location: No physical location description ON file.

Affiliated Customers - Current

Your Search Returned **1** Current Affiliation Records ([View Affiliation History ...](#))

The Customer Name displayed may be different than the Customer Name associated to the Additional IDs related to the customer. This name may be different due to ownership changes, legal name changes, or other administrative changes.

1-1 of 1 Records

CN Number	Customer Name	Customer Role(s)	Details
CN603725557	YGRIEGA ENVIRONMENTAL SERVICES LLC	OWNER OPERATOR	↗

Industry Type Codes

Code	Classification	Name
562991	NAICS	Septic Tank and Related Services

Permits, Registrations, or Other Authorizations

There is **1** program and ID for this regulated entity.

1-1 of 1 Records

Program	ID Type	ID Number	ID Status
SLUDGE	REGISTRATION	25063	ACTIVE

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Statewide Links: [Texas.gov](#) | [Texas Homeland Security](#) | [TRAIL Statewide Archive](#) | [Texas Veterans Portal](#)

Central Registry

The Customer Name displayed may be different than the Customer Name associated to the Additional IDs related to the customer. This name may be different due to ownership changes, legal name changes, or other administrative changes.

Detail of: **Sludge Registration 21785**

For: **CITY OF EDINBURG (RN110814951 ...)**

415 W UNIVERSITY DR, EDINBURG

Registration Status: **ACTIVE**

Held by: **City of Edinburg (CN600647978 ...)** [View 'Issued To' History ...](#)

OWNER OPERATOR [View Compliance History ...](#)

Mailing Address: PO BOX 1079 EDINBURG, TX 78540 -1079

[View Earlier Holders](#)

Related Information:

[Commissioners' Actions](#)

[Investigations](#)

[Periodic Reports](#)

[Notice of Violations](#)

[Registration Information](#)

There is no information related to this Registration in the following categories:

Correspondence Tracking

Effective Enforcement Orders

Criminal Convictions

Proposed Enforcement Orders

Complaints

Discharges

Emergency Response Events

Emission Events

Fish Kills

Other Incidents

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AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 12, 2024

Consideration and Action on a Resolution Authorizing the City of San Juan to Accept an Award from the Office of the Governor, OOG Operation Stonegarden Grant. [Leandro Sifuentes, Chief of Police]

STAFF COMMENTS AND RECOMMENDATIONS:

The city of San Juan has been awarded \$150,000. \$105,594 will fund overtime for police officers and dispatchers and \$44,006 will fund the purchase of a trailer live feed camera. The grant supports enhanced cooperation and coordination among Federal, state, local, and tribal law enforcement agencies to secure the Texas/Mexico and international water border. OPSG promotes a layered and coordinated approach to border security by directing critical resources to fund additional overtime for law enforcement personnel, equipment, and related operational costs. These funds ensure that law enforcement partners are equipped with the resources they need to confront the complex and dynamic challenges that exist along the Texas border.

RECOMMENDATION:

Staff Recommends Approval of the Resolution.

PREPARED BY:

Leandro Sifuentes,
Chief of Police

APPROVED BY:

Benjamin Arjona, City
Manager

RESOLUTION NO. 2024-

WHEREAS, The City of San Juan finds it in the best interest of the citizens of San Juan that the **Hidalgo-2023 OPSG** be operated for the 2024-2025; and

WHEREAS, The City of San Juan agrees to provide applicable matching funds for the said project as required by the Texas OOG grant application; and

WHEREAS, The City of San Juan agrees that in the event of loss or misuse of the Office of the Governor funds, the City of San Juan assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City of San Juan designates the City of San Juan, City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the City of San Juan City Commission approves submission of the grant application for the **Hidalgo-2023 OPSG** to the Office of the Governor.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SAN JUAN, TEXAS, THIS ____ DAY OF _____, 2024.

CITY OF SAN JUAN, TEXAS

BY: _____
MARIO GARZA, MAYOR

ATTEST:

BY: _____
BRENDA ESCALANTE, CITY SECRETARY
Grant Number: 3173309

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 12, 2024

Consideration and Action Regarding a Resolution in Support of the Lower Rio Grande Valley Development Council for Mexico to Comply with the Terms of the 1944 Treaty.

STAFF COMMENTS AND RECOMMENDATIONS:

Approval of a resolution supporting the efforts of the Lower Rio Grande Valley Development Council for Mexico to comply with the terms of the 1944 Treaty.

RECOMMENDATION:

Staff recommends approval of resolution.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



RESOLUTION NO. 2024-XX

WHEREAS, the Rio Grande is the only source of fresh water for the Rio Grande Valley of Texas; and,

WHEREAS, the Rio Grande flows are greatly dependent on inflows from Mexican tributaries that flow into the Rio Grande above Amistad and Falcon Reservoirs; and,

WHEREAS, the 1944 Treaty between the United States and Mexico allots to the United States one-third of the tributary inflow from six-named tributaries that flow into the Rio Grande above the international reservoirs and this one-third shall not be less than 350,000 acre-feet as an annual average over a cycle of five consecutive years; and,

WHEREAS, the only exception to the annual delivery of this water is if Mexico is experiencing extraordinary drought or has experienced serious accident to the hydraulic systems on the six-named tributaries; and,

WHEREAS, Mexico has accumulated over 2.9-million-acre feet of water in the reservoirs on the six-named tributaries since August 2022, and is an indication that Mexico is not in an extraordinary drought and there have been no reports of any accidents to their hydraulic systems; and,

WHEREAS, the current five-year Treaty Delivery Cycle commenced October 25, 2020, and Mexico is behind in their deliveries to the United States by over 550,000-acre feet of water; and,

WHEREAS, the United States ownership of water in the Amistad/Falcon Reservoir System is slightly less than one years' supply of water; and,

WHEREAS, Mexico has sufficient water in storage in the tributaries that the United States is entitled to receive water from and could release this water as called for by the 1944 Treaty.

NOW, THEREFORE, BE IT RESOLVED THAT the City of San Juan City Commission strongly urges Mexico to comply with the terms of the 1944 Treaty and release the water due to the United States.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS on this 12th day of March 2024.

CITY OF SAN JUAN, TEXAS

ATTEST:

Mario Garza, Mayor

Brenda Escalante, City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 12, 2024

Consideration and Action Regarding an Ordinance Authorizing the Mayor to Execute an Unimproved Property Contract and Amendment Thereto and Related Documents for the Purchase of Real Property Legally Described as a 5-Acre Tract of Land (Consisting of Tract I and Tract II) Being Out of Lot 9, Block 6, John Closner Subdivision, W165'-E463', City of San Juan, Hidalgo County, Texas, also known as 504 Sioux Road; Providing for an Effective Date; Providing for Publication; Providing for Codification; Providing for Severability; Providing for a Repealer Clause; and Ordaining all Other Provisions Related to the Subject Matter Hereof.

STAFF COMMENTS AND RECOMMENDATIONS:

Consideration and Action Regarding an Ordinance Authorizing the Mayor to Execute an Unimproved Property Contract and Amendment Thereto and Related Documents for the Purchase of Real Property Legally Described as a 5-Acre Tract of Land (Consisting of Tract I and Tract II) Being Out of Lot 9, Block 6, John Closner Subdivision, W165'-E463', City of San Juan, Hidalgo County, Texas, also known as 504 Sioux Road; Providing for an Effective Date; Providing for Publication; Providing for Codification; Providing for Serverability; Providing for a Repealer Clause; and Ordaining all Other Provisions Related to the Subject Matter Hereof.

RECOMMENDATION:

As recommended by the City Commission.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



ORDINANCE NO. 2024-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN UNIMPROVED PROPERTY CONTRACT AND AMENDMENT THERETO AND RELATED DOCUMENTS FOR THE PURCHASE OF REAL PROPERTY LEGALLY DESCRIBED AS A 5-ACRE TRACT OF LAND (CONSISTING OF TRACT I AND TRACT II) BEING OUT OF LOT 9, BLOCK 6, JOHN CLOSNER SUBDIVISION, W165'- E463', CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, ALSO KNOWN AS 504 SIOUX ROAD; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CODIFICATION; PROVIDING FOR SERVERABILITY; PROVIDING FOR A REPEALER CLAUSE; AND ORDAINING ALL OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Article I, Section 1.01 of the Home Rule Charter of the City of San Juan authorizes the City Commission to acquire real property within the City's corporate limits for any municipal purpose; and

WHEREAS, the City Commission desires to purchase the real property legally described as a 5-acre tract of land (consisting of Tract I and Tract II) being out of Lot 9, Block 6, John Closner Subdivision, W165'- E463', City of San Juan, Hidalgo County, Texas, which is situated at 504 Sioux Road in San Juan, Hidalgo County, Texas, which is more specifically described in the metes and bounds attached hereto as **Exhibit "A"**, for the purchase amount of \$350,000.00; and

WHEREAS, the City Commission deems this purchase as a municipal purpose and to be in the best interest of the citizens of the City of San Juan.

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

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

SECTION 2. AUTHORIZATION OF PURCHASE. The City Commission hereby authorizes the purchase of the property described in the recitals above for the purchase amount of \$350,000.00.

SECTION 3. AUTHORITY TO EXECUTE DOCUMENTS. The City Commission hereby authorizes the Mayor to execute all necessary documents for the purchase of such real property, including but not limited to the Unimproved Property Contract and related Amendment attached hereto as **Exhibit "B"** and made a part hereof.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect after a second reading, where it is read, considered and adopted by the City Commission and until the fifteen (15) days has passed after its first reading.

SECTION 5. PUBLICATION. The City Secretary of the City of San Juan is hereby authorized and directed to cause the caption of this Ordinance to be published in a newspaper having general circulation in San Juan, Texas, and in accordance with the applicable laws of this State.

SECTION 6. CODIFICATION. That this Ordinance shall not be codified in the Code of Ordinances of the City of San Juan, Texas, as it is not amendatory thereof.

SECTION 7. SEVERABILITY. If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Commission in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION 8. REPEALER CLAUSE. This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

READ, PASSED AND APPROVED ON FIRST READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041 on the 27th day of February, 2024.

READ, PASSED AND APPROVED IN SECOND READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041 on the 12th day of March, 2024.

CITY OF SAN JUAN, TEXAS

By: _____
Mario Garza, Mayor

ATTEST:

By: _____
Brenda Escalante, City Secretary_____

APPROVED AS TO FORM:

Palacios Garza & Thompson, P.C.

BY: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 12, 2024

Consider Approval of the Tax Collection Report for the Month of January 2024. [Leroy Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Tax Collection Report for the Month of January, 2024.

RECOMMENDATION:

Approve as presented

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager



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

To: Benjamin Arjona, City Manager
From: Leroy Gonzales, Director of Finance
Date: March 4, 2024
Subject: Monthly Collection Report – January, 2024

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:

Tax Year	SUMMARY OF TAX LEVY COLLECTIONS				
	2023	2022	2021	2020	2019
Tax Levy	11,550,566.23	10,077,461.55	9,088,383.56	8,178,632.23	7,793,728.78
Adjustment to date	311,912.18	64,974.17	65,817.85	267,480.56	(31,767.84)
Adjusted Tax Levy	11,862,478.41	10,142,435.72	9,154,201.41	8,446,112.79	7,761,960.94
Collections to date	9,427,649.03	9,673,448.14	8,834,000.89	8,133,995.20	7,396,436.76
Percentage Collected	79.47%	95.38%	96.50%	96.30%	95.29%

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, Marco "Markie" Villegas
Commissioners: Ernesto "Neto" Guajardo
Leonardo "Lenny" Sanchez
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:
JANUARY 2024

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 2023/2024	COLLECTED 2022/2023
2023 TAX ROLL	11,550,566.23	9,427,649.03	-	311,912.18	2,434,829.38	79.47%	80.81%
2022 & PRIOR YRS	1,389,590.98	142,438.71	-	(22,696.21)	1,224,456.06	10.42%	9.70%
ROLLBACK	2,012.36	1,654.19	-	-	358.17	82.20%	66.05%
TOTALS	12,942,169.57	9,571,741.93	-	289,215.97	3,659,643.61		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JANUARY 2024

	CITY OF SAN JUAN	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	4,366,893.18	(5,804.31) CURRENT
CURRENT YEAR-P&I	-	
PRIOR YEARS-BASE TAX	37,693.67	(6,338.46) PRIOR
PRIOR YEARS-P&I	13,530.11	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	6,903.59	- PURGED
TOTAL COLLECTIONS	4,425,020.55	(12,142.77)
LESS TRANSFERRED	2,295,726.21	
LESS IN TRANSIT	2,125,255.15	
LESS DUE TO HCAD COMM. FEE	495.19	
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 JANUARY 2024 IS CORRECT.

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



SWORN AND SUBSCRIBED BEFORE ME THIS 22ND DAY OF JANUARY 2024 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 JANUARY 2024

<u>AD VALOREM - CITY OF SAN JUAN</u>	<u>2023-2024</u>	<u>2022-2023</u>	<u>DIFFERENCE</u>
<u>2023 CURRENT</u>			
ORIGINAL LEVY	11,550,566.23	10,077,461.55	1,473,104.68
MODIFICATIONS	311,912.18	83,331.89	228,580.29
CURRENT LEVY	11,862,478.41	10,160,793.44	1,701,684.97
CURRENT COLLECTIONS THIS MONTH	4,366,893.18	3,500,297.74	866,595.44
CURRENT COLLECTIONS TO DATE	9,427,649.03	8,210,592.37	1,217,056.66
OUTSTANDING TO DATE	2,434,829.38	1,950,201.07	484,628.31
PERCENT COLLECTED/ORIGINAL	81.62%	81.47%	0.15%
PERCENT COLLECTED/MODIFIED	79.47%	80.81%	-1.34%
 TOTAL COLLECTIONS FISCAL YEAR	 9,427,649.03	 7,399,067.11	
 <u>DELINQUENT</u>			
ORIGINAL LEVY	1,389,590.98	1,238,990.29	150,600.69
MODIFICATIONS	(22,696.21)	(12,854.12)	(9,842.09)
DELINQUENT LEVY	1,366,894.77	1,226,136.17	140,758.60
DELINQUENT COLLECTIONS THIS MONTH	37,693.67	39,233.26	(1,539.59)
DELINQUENT COLLECTIONS TO DATE	142,438.71	118,904.30	23,534.41
OUTSTANDING TO DATE	1,224,456.06	1,107,231.87	117,224.19
PERCENT COLLECTED/ORIGINAL	10.25%	9.60%	0.65%
PERCENT COLLECTED/MODIFIED	10.42%	9.70%	0.72%
 TOTAL COLLECTIONS FISCAL YEAR	 142,438.71	 128,795.56	
 <u>ROLLBACK</u>			
ORIGINAL LEVY	2,012.36	12,542.85	(10,530.49)
MODIFICATIONS	0.00	17,604.36	(17,604.36)
ROLLBACK LEVY	2,012.36	30,147.21	(28,134.85)
ROLLBACK COLLECTIONS THIS MONTH	0.00	0.00	0.00
ROLLBACK COLLECTIONS TO DATE	1,654.19	19,912.32	(18,258.13)
OUTSTANDING TO DATE	358.17	10,234.89	(9,876.72)
PERCENT COLLECTED/ORIGINAL	82.20%	158.75%	-76.55%
PERCENT COLLECTED/MODIFIED	82.20%	66.05%	16.15%
 TOTAL COLLECTIONS FISCAL YEAR	 1,654.19	 5,196.14	

PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF SAN JUAN
TAX COLLECTIONS FOR MONTH OF: JANUARY 2024

37 - CSJ	REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEES	TOTAL	TOTAL TRANSF	DIFF.	DATE OF TRANSF.
	2-Jan	(22.95)	-	-	-	-	-	-	-	-	-	(22.95)	-	(22.95)	18-Jan
	3-Jan	89,606.25	-	-	-	241.28	71.97	-	-	33.03	-	89,952.53	-	89,952.53	18-Jan
	4-Jan	75,356.00	-	-	-	862.82	212.25	-	-	161.24	-	76,592.31	-	76,592.31	18-Jan
	5-Jan	80,507.59	-	-	-	1,829.37	558.19	-	-	324.72	-	83,219.87	-	83,219.87	18-Jan
	8-Jan	548,204.38	-	-	-	1,922.11	463.34	-	-	289.72	-	550,879.55	-	550,879.55	18-Jan
	9-Jan	117,040.88	-	-	-	943.96	321.09	-	-	184.56	-	118,490.49	-	118,490.49	18-Jan
	10-Jan	145,031.96	-	-	-	762.93	257.62	-	-	74.29	-	146,126.80	1,061,694.60	(915,567.80)	18-Jan
	11-Jan	151,794.96	-	-	-	2,508.37	772.88	-	-	429.39	-	155,505.60	155,505.60	-	19-Jan
	12-Jan	94,787.58	-	-	-	1,193.44	282.14	-	-	214.39	-	96,477.55	96,477.55	-	22-Jan
	13-Jan	(756.21)	-	-	-	(183.88)	-	-	-	-	-	(940.09)	-	(940.09)	23-Jan
	14-Jan	(993.30)	-	-	-	(6,044.75)	(6.88)	-	-	(6.19)	-	(7,051.12)	-	(7,051.12)	23-Jan
	16-Jan	84,142.70	-	-	-	2,000.37	2,432.69	-	-	664.96	-	89,240.72	80,302.44	8,938.28	23-Jan
	17-Jan	115,579.19	-	-	-	6,296.95	2,576.62	-	-	1,331.04	-	125,783.80	125,783.80	(0.00)	24-Jan
	18-Jan	118,329.75	-	-	-	1,501.29	468.22	-	-	289.16	-	120,588.42	120,588.42	-	25-Jan
	19-Jan	179,091.86	-	-	-	209.36	155.28	-	-	31.04	-	179,487.54	179,487.54	(0.00)	26-Jan
	22-Jan	142,561.45	-	-	-	434.08	(1,717.83)	-	-	(235.69)	-	141,042.01	141,042.01	-	27-Jan
	23-Jan	130,942.28	-	-	-	2,159.65	480.83	-	-	23.89	-	133,606.65	133,606.65	-	30-Jan
	24-Jan	200,136.90	-	-	-	745.85	211.28	-	-	143.57	-	201,237.60	201,237.60	-	31-Jan
	25-Jan	114,085.75	-	-	-	847.11	246.85	-	-	150.79	-	115,330.50	115,330.50	-	1-Feb
	26-Jan	119,420.62	-	-	-	504.45	121.07	-	-	93.83	-	120,139.97	120,139.97	-	2-Feb
	27-Jan	240,615.18	-	-	-	3,388.59	1,005.87	-	-	659.19	-	245,668.83	245,668.83	-	5-Feb
	29-Jan	181,803.95	-	-	-	2,574.23	786.94	-	-	324.96	-	185,490.08	185,490.08	0.00	6-Feb
	30-Jan	393,983.26	-	-	-	3,575.37	1,098.76	-	-	698.59	-	399,355.98	399,355.98	0.00	7-Feb
	31-Jan	1,045,643.15	-	-	-	9,420.72	2,730.93	-	-	1,023.11	-	1,058,817.91	1,059,269.79	(451.88)	15-Feb
TTL		4,366,893.18	0.00	0.00	0.00	37,693.67	13,530.11	0.00	0.00	6,903.59	0.00	4,425,020.55	4,420,981.36	4,039.19	

OVERALL TOTAL	4,425,020.55
LESS REFUNDS	0.00
LESS HCAD COMM FEES	495.19
LESS COMM/COST	3,544.00
BALANCE	4,420,981.36
LESS TRANSFERRED	2,295,726.21
LESS TRANSF IN TRANSIT	2,125,255.15
BALANCE PENDING	0.00

JURISDICTION: 0037 CITY OF SAN JUAN

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	1,772,524,018	48,683,659	1,821,207,677	0.676500	11,862,478.41	10,191

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2023	11,550,566.23	5,804.31-	311,912.18	4,366,893.18	9,427,649.03	2,434,829.38	79.47	0.00
ADJUSTMENT REFUNDS		1,772.46-	2,891.82-					
2022	468,987.58	6,304.08-	17,552.77-	22,236.55	92,212.57	359,222.24	20.43	0.00
ADJUSTMENT REFUNDS		6,194.25-	8,975.56-					
2021	148,352.26	34.38-	802.09-	5,512.56	15,306.17	132,244.00	10.37	320.77-
ADJUSTMENT REFUNDS		34.38-	514.08-					
2020	87,276.37	.00	1,173.88-	2,602.27	6,876.35	79,226.14	7.99	1,173.88-
2019	72,621.33	.00	745.45-	2,685.85	4,408.72	67,467.16	6.13	675.42-
2018	51,930.94	.00	675.42-	2,024.36	2,718.19	48,537.33	5.30	675.42-
2017	50,224.14	.00	372.73-	359.46	1,080.97	48,770.44	2.17	372.73-
2016	47,655.14	.00	145.65-	651.45	1,689.46	45,820.03	3.56	145.65-
2015	45,558.33	.00	0.00	24.14	1,675.46	43,882.87	3.68	0.00
2014	40,458.76	.00	0.00	256.15	2,356.13	38,102.63	5.82	0.00
2013	37,741.32	.00	0.00	232.36	1,564.76	36,176.56	4.15	0.00
2012	36,472.85	.00	0.00	242.55	1,262.91	35,004.19	3.48	205.75-
2011	49,114.50	.00	205.75-	256.00	1,669.51	47,239.24	3.41	205.75-
2010	33,392.25	.00	205.75-	122.40	1,822.02	31,364.48	5.49	205.75-
2009	34,658.92	.00	205.75-	54.65	921.90	33,531.27	2.68	205.75-
2008	27,955.35	.00	194.80-	54.25	375.51	27,385.04	1.35	194.80-
2007	25,894.23	.00	188.06-	0.00	132.34	25,573.83	.51	188.06-
2006	22,629.12	.00	22.36-	11.31	200.54	22,406.22	.89	22.36-
2005	19,401.46	.00	0.00	142.75	927.06	18,474.40	4.78	0.00
2004	13,913.56	.00	0.00	0.00	448.97	13,464.59	3.23	0.00
2003	13,919.30	.00	0.00	36.00	709.98	13,209.32	5.10	0.00
2002	61,433.27	.00	0.00	188.61	4,079.19	57,354.08	6.64	0.00
****	12,940,157.21	12,142.77-	289,215.97	4,404,586.85	9,570,087.74	3,659,285.44		4,592.09-
ADJUSTMENT REFUNDS		8,001.09-	12,381.46-					

CITY OF SAN JUAN, TEXAS
AS OF January, 2024

Levy 2023 (23-24 YR)

11,550,566.23	OCT 2023	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024	AUG 2024	SEPT 2024
Adjustments	-	-	317,716.49	311,912.18	-	-	-	-	-	-	-	-
Adjstd Levy	11,550,566.23	11,550,566.23	11,868,282.72	11,862,478.41	11,550,566.23	11,550,566.23	11,550,566.23	11,550,566.23	11,550,566.23	11,550,566.23	11,550,566.23	11,550,566.23
Collections	18,217.82	649,045.38	5,060,755.85	9,427,649.03	-	-	-	-	-	-	-	-
Percentage	0.16	5.62	42.64	79.47	-	-	-	-	-	-	-	-

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	68,311.03	67,068.30	66,873.30	65,004.35	64,974.17	64,974.17
Adjstd 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	10,145,772.58	10,144,529.85	10,144,334.85	10,142,465.90	10,142,435.72	10,142,435.72
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	9,440,809.10	9,524,638.55	9,593,986.04	9,635,837.70	9,673,448.14
Percentage	0.71	7.84	46.29	80.81	87.23	90.99	92.10	93.06	93.89	94.59	95.01	95.38

Levy 2021 (21-22 YR)

9,088,383.56	OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEPT 2022
Adjustments	103,468.54	102,204.24	96,189.28	92,010.27	86,694.75	74,038.53	73,011.86	71,058.66	70,491.94	70,491.94	65,817.85	65,817.85
Adjstd Levy	9,191,852.10	9,190,587.80	9,184,572.84	9,180,393.83	9,175,078.31	9,162,422.09	9,161,395.42	9,159,442.22	9,158,875.50	9,158,875.50	9,154,201.41	9,154,201.41
Collections	117,479.56	889,430.88	4,817,789.68	7,399,067.11	8,108,720.86	8,399,334.17	8,541,246.35	8,637,705.74	8,712,788.24	8,776,259.67	8,805,648.29	8,834,000.89
Percentage	1.28	9.68	52.46	80.60	88.38	91.67	93.23	94.30	95.13	95.82	96.19	96.50

Levy 2020 (20-21 YR)

8,178,632.23	OCT 2020	NOV 2020	DEC 2020	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	SEPT 2021
Adjustments	286,189.51	287,603.92	287,434.23	281,486.41	277,644.91	269,697.34	268,515.52	268,245.14	267,796.38	267,796.38	267,480.56	267,480.56
Adjstd Levy	8,464,821.74	8,466,236.15	8,466,066.46	8,460,118.64	8,456,277.14	8,448,329.57	8,447,147.75	8,446,877.37	8,446,428.61	8,446,428.61	8,446,112.79	8,446,112.79
Collections	130,555.94	684,177.98	3,953,871.77	6,761,511.71	7,363,117.19	7,730,743.55	7,883,151.58	7,958,400.88	8,038,910.70	8,088,931.19	8,112,398.19	8,133,995.20
Percentage	1.54	8.08	46.70	79.92	87.07	91.51	93.32	94.22	95.18	95.77	96.05	96.30

Levy 2019 (19-20 YR)

7,793,728.78	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	SEPT 2020
Adjustments	(2,881.85)	(8,507.53)	(10,226.02)	(12,344.25)	(8,461.48)	(24,205.85)	(24,205.85)	(26,575.44)	(26,496.84)	(31,605.07)	(31,605.07)	(31,767.84)
Adjstd Levy	7,790,846.93	7,785,221.25	7,783,502.76	7,781,384.53	7,785,267.30	7,769,522.93	7,769,522.93	7,767,153.34	7,767,231.94	7,762,123.71	7,762,123.71	7,761,960.94
Collections	175,292.78	640,774.22	3,552,655.97	6,112,934.56	6,653,965.90	6,935,008.58	7,038,803.16	7,163,810.26	7,269,120.58	7,334,802.90	7,369,890.49	7,396,486.76
Percentage	2.25	8.23	45.64	78.56	85.47	89.26	90.60	92.23	93.59	94.49	94.95	95.29

Levy 2018 (18-19 YR)

7,286,363.64	OCT 2018	NOV 2018	DEC 2018	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEPT 2019
Adjustments	(1,478.12)	(296.36)	(1,465.69)	(6,625.78)	(9,052.85)	(11,708.08)	(13,529.11)	(14,311.16)	(14,818.41)	(14,818.41)	(14,818.41)	(16,319.15)
Adjstd Levy	7,286,363.64	7,286,067.28	7,284,897.95	7,279,737.86	7,277,310.79	7,274,655.56	7,272,834.53	7,272,052.48	7,271,545.23	7,271,545.23	7,271,545.23	7,270,044.49
Collections	40,446.92	465,847.78	3,420,804.86	5,752,692.83	6,215,142.89	6,505,324.90	6,627,411.69	6,726,104.39	6,801,180.60	6,848,618.95	6,886,059.71	6,913,739.06
Percentage	0.56	6.39	46.96	79.02	85.40	89.42	91.13	92.49	93.53	94.18	94.70	95.10

Levy 2017 (17-18 YR)

7,112,363.88	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	MAY 2018	JUN 2018	JUL 2018	AUG 2018	SEPT 2018
Adjustments	-	-	-	-	-	-	-	-	-	-	-	-
Adjstd Levy	-	-	-	-	-	-	-	-	-	-	-	-
Collections	-	-	-	-	-	-	-	-	-	-	-	-
Percentage	-	-	-	-	-	-	-	-	-	-	-	-

CITY OF SAN JUAN, TEXAS
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Adjustments	10,342.19	7,030.81	19,613.03	15,576.11	6,300.15	5,051.36	(822.12)	(3,543.48)	(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	7,108,820.40	7,108,820.40	7,107,935.12	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	6,639,410.61	6,639,410.61	6,734,386.80	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												
Adjustments	(2,244.53)	(3,422.70)	(7,758.17)	(10,913.72)	(10,913.72)	(15,052.40)	(16,154.85)	(16,537.42)	(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	6,621,740.56	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	6,135,073.86	6,135,073.86	6,211,806.10	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	16,923.38	16,343.86	15,174.33	12,248.13	3,359.23	2,743.56	3,689.88	3,643.08	3,643.08	3,453.65	3,453.65	2,492.92
Adjstid 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	6,367,628.59	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	5,909,114.77	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	60,733.51	60,140.93	56,698.99	53,665.41	34,516.60	24,796.93	23,579.34	24,224.31	24,224.31	23,656.24	22,138.85	22,138.85
Adjstid Levy	6,123,607.81	6,123,015.23	6,119,573.29	6,116,539.71	6,097,390.90	6,087,671.23	6,086,453.64	6,087,098.61	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	5,593,139.34	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	(34.83)	4,339.90	2,590.79	(5,378.19)	(6,015.81)	(8,260.56)	(11,819.73)	(12,883.52)	(12,883.52)	(13,059.23)	(15,348.77)	(16,498.87)
Adjstid 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	6,014,086.29	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	5,510,781.54	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	-	-	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)
Adjstid 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												
Adjustments	(434.68)	9,757.00	7,191.02	6,935.04	6,744.28	2,616.92	1,327.13	(8,800.15)	(8,800.15)	(8,800.15)	(8,800.15)	(16,234.68)
Adjstid Levy	5,806,908.21	5,817,099.89	5,814,533.91	5,814,277.93	5,814,087.17	5,809,959.81	5,808,670.02	5,798,542.74	5,798,542.74	5,798,542.74	5,798,542.74	5,791,108.21

CITY OF SAN JUAN, TEXAS
AS OF January, 2024

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)												
Adjustments	5,689,359.60											
Adjusted Levy	5,688,989.97	(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)
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)												
Adjustments	5,701,885.79											
Adjusted Levy	5,701,885.79	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)
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)												
Adjustments	5,024,376.42											
Adjusted Levy	5,027,004.24	2,627.82	60,676.90	60,676.90	52,123.47	29,177.11	27,155.50	23,864.16	23,055.80	23,055.80	23,047.86	22,638.15
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)												
Adjustments	4,465,732.01											
Adjusted Levy	5,634.29	25,650.41	26,468.55	26,317.38	23,912.91	53,985.03	70,876.85	70,208.10	75,527.65	75,857.78	75,857.78	71,443.44
Collections	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
Percentage	-	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)												
Adjustments	3,969,895.75											
Adjusted Levy	652.70	3,094.18	3,880.78	2,673.19	2,956.92	1,511.22	1,882.04	4476.77	4,476.77	4,196.49	3,820.62	3,820.62
Collections	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
Percentage	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)												
Adjustments	3,624,334.79											
Adjusted Levy	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
Percentage	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

CITY OF SAN JUAN, TEXAS
AS OF January, 2024

Collections	235,068.44	1,216,067.43	1,485,867.17	2,145,921.90	2,680,117.58	2,859,160.58	2,942,344.67	3,001,789.83	3,069,943.94	3,123,142.83	3,160,234.59	3,184,175.39
Percentage	6.47	33.30	40.69	58.78	73.43	78.33	80.61	82.24	84.10	85.56	86.59	87.28

PREPARED BY: Leroy Gonzales

March 4, 2024

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 12, 2024

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

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Investment Report for the Quarter Ending December 31, 2024.

RECOMMENDATION:

Approve as Presented

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager



City of San Juan, Texas

Quarterly Investment Report

As of December 31, 2023

This report is full compliance with the Public Funds Investment Act (PFIA) and the Investment Policy of the City of San Juan, Texas.

Prepare By: 

Leroy Gonzales, Director of Finance
Investment Officer


Maria L. Beltran, Assist. Director of Finance
Investment Officer

Fund Allocation Summary

Book and Market Value

	Fund Total	LSB Bank Account	Texpool	TexStar	Lone Star Bank ICS
General Fund	5,063,438.18	-	1,905.66	4,543,740.49	517,792.03
Solid Waste	793,101.92	-	706.18	585,303.09	207,092.65
Parks Development	526,977.60	-	423.31	319,461.63	207,092.66
Asset Forfeiture-Federal	316,218.95	316,218.95	-	-	-
Debt Service	1,646,071.00	-	1,251.97	1,644,819.03	-
CIP Street Bond 2015 Fund	321,198.92	-	-	321,198.92	-
CO Series 2017 BOND	75,064.64	-	-	75,064.64	-
TDEM	5,302,100.44	89,409.35	-	5,212,691.09	-
Capital Projects-Fire Station	103,808.94	-	-	103,808.94	-
Bond 2014	267,214.97	-	-	267,214.97	-
Utility Fund	5,333,685.30	-	1,297.52	5,332,387.78	-
Bond Series 2023	6,083,639.50	-	-	6,083,639.50	-
Utility I & S	139,315.73	-	-	139,315.73	-
Water & Sewer Reserve Fund	660,931.08	-	-	660,931.08	-
Developers Escrow Fund	214,131.68	-	-	214,131.68	-
Payroll Fund	3,172.56	3,172.56	-	-	-
General Disbursement	7,443,675.39	7,443,675.39	-	-	-
Sub-total	\$ 34,293,746.80	\$ 7,852,476.25	\$ 5,584.64	\$ 25,503,708.57	\$ 931,977.34
EDC-Sales Tax Fund	2,041,512.09	233,183.67	1,530.72	1,806,797.70	-
EDC-Debt Service Fund		83,126.46		-	-
EDC Revolving Fund	904.80	-	904.80	-	-
Total	\$ 36,336,163.69	\$ 8,168,786.38	\$ 8,020.16	\$ 27,310,506.27	\$ 931,977.34

Quarter End Results by Investment Category:

Asset Type	Ave. Yield	Sep-23		Dec-23	
		Book Value	Market Value	Book Value	Market Value
TexStar Investment Pool	5.3378%	32,741,719.77	32,741,719.77	27,310,506.27	27,310,506.27
TexPool Investment Pool	0.0000%	7,881.78	7,881.78	8,020.16	8,020.16
Lone Star CSI	0.00%	919,812.87	919,812.87	931,977.34	931,977.34
LSNB	0.00%	5,977,209.71	5,977,209.71	8,168,786.38	8,168,786.38
Quarterly Interest Income		\$	591,869.77		
YTD Interest		\$	591,869.77		

Book Value Comparison

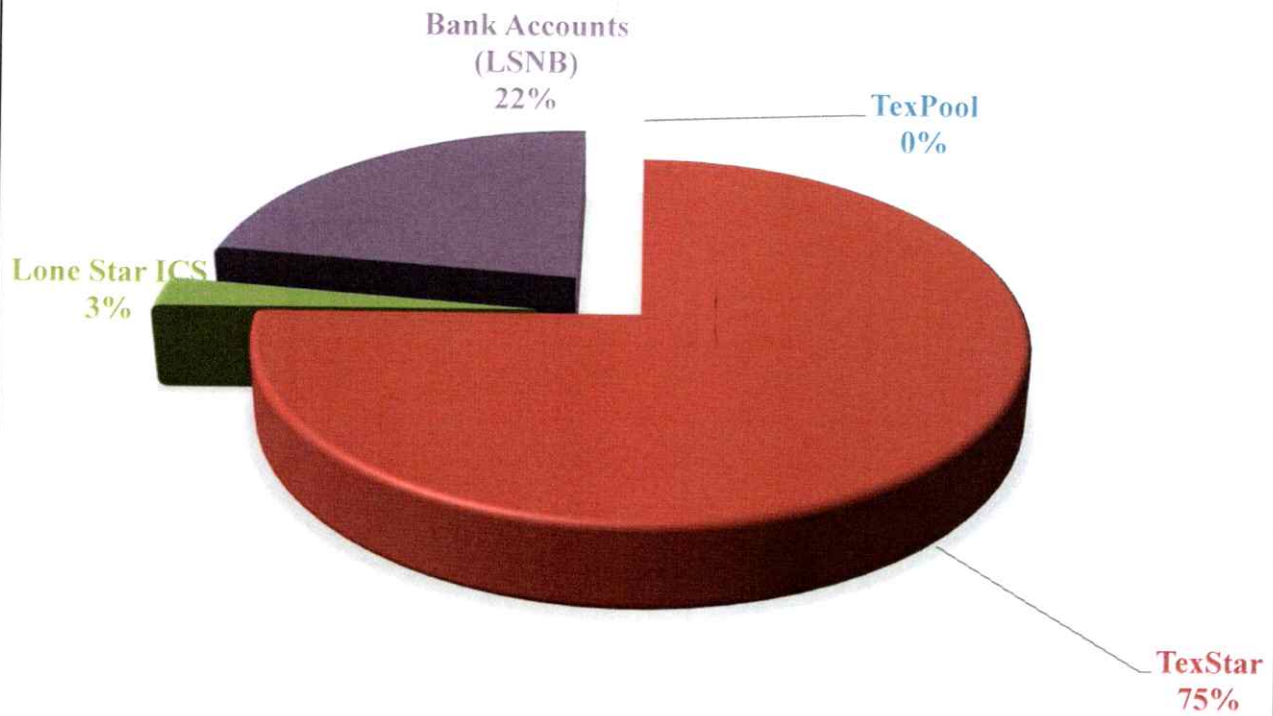
Description	Coupon/ Discount	Settlement Date	Sep-23		Purchase at Cost	Sales Maturities	Dec-23	
			Original Face/ Par Value	Book Value			Original Face/ Per Value	Book Value
TexStar Investment Pool	0.00%	12/31/2023	32,741,719.77	32,741,719.77	-	-	27,310,506.27	27,310,506.27
TexPool Investment Pool	0.00%	12/31/2023	7,881.78	7,881.78	-	-	8,020.16	8,020.16
Lone Star CSI	0.00%	12/31/2023	919,812.87	919,812.87			931,977.34	931,977.34
LSNB	0.00%	12/31/2023	5,977,209.71	5,977,209.71			8,168,786.38	8,168,786.38
Total			\$ 39,646,624.13	\$ 39,646,624.13			\$ 36,419,290.15	\$ 36,419,290.15

Market Value Comparison

Description	Coupon/ Discount	Sep-23		Qtr-to Qtr change	Dec-23	
		Original Face/ Par Value	Market Price		Original Face/ Per Value	Market Price
TexStar Investment Pool	0.00%	32,741,719.77	1.00	-	27,310,506.27	1.00
TexPool Investment Pool	0.00%	7,881.78	1.00	-	8,020.16	1.00
Lone Star CSI	0.00%	919,812.87	1.00		931,977.34	1.00
LSNB	0.00%	5,977,209.71	1.00		8,168,786.38	1.00
Total		\$ 39,646,624.13			\$ 36,419,290.15	\$ 4.00
						\$ 36,419,290.15

City of San Juan

POOL'S FUND APPROPRIATIONS



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 12, 2024

Consider Approval of City Commission Meeting Minutes:

- February 13, 2024
 - February 27, 2024
-

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, February 13, 2024

TIME: 6:00 p.m.

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

MEMBERS PRESENT: Mario Garza, Mayor
Marco “Markie” Villegas, Mayor Pro Tem
Leonardo “Lenny” Sanchez, Commissioner,
Ernesto “Neto” Guajardo, Commissioner
Ricardo Palacios, City Attorney

STAFF PRESENT: Benjamin Arjona, City Manager
Brenda Escalante, City Secretary
Tirso Garza, Fire Chief
Leandro Sifuentes, Chief of Police
Leroy Gonzalez, Director of Finance
Adelaida Cordero, Director of Human Resources
Christina Pérez, Interim Library Director
Daniel Tijerina, Director of Planning and Zoning
Israel Garza, Director of Sanitation/ Public Works
Juan Carlos Martinez, Interim Director of Utilities
Mary Enriquez, Court Administrator
Gregorio Trevino, Public Information Officer
Ruben Guajardo, Assistant Director of Parks & Recreation. PAL

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 Public Comments
- V. PRESENTATIONS**
 - A. Update on City Projects**

DISCUSSION: Benjamin Arjona, City Manager, indicated that this item was specifically with Parks and Recreation Phase I and the new fire station, and presented Mr. Tommy from Davila Construction to provide an update on the park phase one. Mr. Tommy with Davila Construction noted that they are reaching the finish

CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, FEBRUARY 13, 2024

of their project; they have been fortunate in spending contingency only on project upgrades, which they are implementing as they progress. He indicated that they are looking into two specific sections, one of which is coming to us, which is for the splash pad, and it includes that specific element of the work, which is around \$250,000. We still have a May 31st deadline, and they are aiming to finish the project by the end of the school year. Furthermore, they are transitioning from their portion of the project, phase I, to phase II of the project, which was given to NM Contracting, so there is some shared space, and they are ensuring that the transition is smooth. They have all of their concrete sidewalks poured, basketball slabs poured, a split-level roof pavilion poured, restroom buildings poured with the exception of the roof, paint, and toilet fixtures, as this is all being coordinated by the city's utility efforts to bring water to the site. The waterline work has begun, and a fire line expansion that runs westward all the way to Veterans began last week. Mr. Tommy stated that as we move south to north, we have just begun standing up light poles on light standards for the sidewalks; three or four large ones go from the parking lot to the main entrance, and large soccer field lights go at the far north end, so the electrician is onsite, actually standing those, as part of our efforts that we discussed in a meeting last Tuesday with the city's other general contractor, Davila Construction, and the City of San Juan. Davila Construction demonstrated precisely where they were, and they should be out of the way of the new general contractor shortly so that they can begin work on the phase two building. In addition, workout equipment has been placed, wrapped, and fastened. The fabric structure was installed above the workout area; however, it was removed owing to the desire not to lose it to a storm from now until the end of May. A few images were taken, and they will be reinstalled after the renovation is completed. All picnic tables and benches have been delivered, and installation will begin shortly. They are slowly and steadily approaching the finish of the project. The construction of the splash pad was the only element that took longer than expected (the initial completion date being March). Coordinating with the contractor to get it installed pushes it back to the end of May. The drainage system is adequate in the event of severe rain, and the site would likely only have an impact on completing the parking lot. Irrigation systems and landscaping will be the primary focus in March and April. All of the elements are in place; all we need to do now is complete and draw the line between Davila Construction's project and the new contractor's project. Park should be completed as soon as school is out. Mayor Mario Garza questioned Mr. Tommy if the workout equipment was the same as playground equipment. Mr. Tommy said, "No, that is a separate component of the project being worked on." Mr. Arjona remarked that they will go over the specifics in an executive session. Mayor Pro-Tem Marco "Markie" Villegas noted that he enjoys communicating with N & M Contractors and wants to thank them for being on schedule with the project. Mr. Ismael Morales of N&M Contracting, project manager for the San Juan Fire Station, stated that they are nearing the end of construction operations; they are currently finalizing the roof system, working on all exterior improvements, finalizing utilities, installing monumental signs and flag poles, and finishing up some stucco work on the exterior. Everything went extremely well, and it was a pleasure to collaborate with the design team on this project. Mayor Garza requested a completion date for the project. Mr. Morales indicated that the completion date is set for March 21, 2024. Mayor Pro Tem Marco "Markie" Villegas asked Mr. Morales about his design team, to which he replied that he works with Albert Cronis of ERO Architects. Meanwhile, they have an existing generator next door that will be utilized to climatize the building while allowing them to continue the work inside. They are now painting, installing the ceiling grid, and are going to install a flooring system, but in order to do so, they need to climatize, which will not be an issue with the generator next door. Commissioner Adina "Dina" Santillan inquired about the projected completion time. Mr. Morales answered on March 21, 2024, subject to AEP. AEP should modify the transformer, which is already available.

B. San Juan Municipal Court Outstanding Warrants. [Mary Enriquez, Court Administrator]

DISCUSSION: Mary Enriquez, Court Administrator, stated that the current total of outstanding warrants for class C misdemeanors and city ordinances was two million two hundred and twenty-eight thousand eight hundred and twenty-five with eighty-nine cents (\$2,828,856.89), based on the report from January 1, 1999 to January 25, 2024. The report included the funds received in 2023 for the amnesty program from February to April and June to September. Mayor Mario Garza inquired as to how long we would continue the amnesty program. Ms. Mary Enriquez stated that it would be in force until April 31, 2024, but she also has collecting agencies performing the resolution from March 2nd to March 31st, for one month; nevertheless, amnesty will run until April. The court is also receiving calls and visits from people seeking to pay their penalties. Mayor Mario Garza asked whether we could extend it if the city chose so, to which Ms. Enriquez answered yes. Mayor Garza remarked that he simply wants individuals to be able to pay off and not worry, even if they arrive after the April deadline. Ms. Enriquez noted that the program is working; they are receiving phone calls, and the City Marshall is going out and knocking on doors to inform individuals that we have an amnesty program in place, and they are coming in to pay. If there is no answer when he arrives at their residences, he leaves a door hanger directing them to contact and come into the court. Commissioner Adina "Dina" Santillan inquired about warrants and how effective they are. Commissioner Santillan further asked to review the figures for warrants and the amnesty program. Commissioner Leandro "Lenny" Sanchez agreed with Commissioner Santillan and wants to see if City Marshall is even being effective; if you ask me, he stated 25, 23 February through April and then June through September 24, 2023; that's not being productive, and that's just in the amnesty, so I'd like to have those numbers to see what's going on, what his workload is, and how effective he is for the position or the work that he is given. Mayor Pro Tem Marco "Markie" Villegas remarked that individuals are coming in on their own and that it is working for the regulars, which he is referring to. Commissioner Sanchez remarked that two million (\$2,000,000) for twenty-five (25) is not even fifty thousand (\$50,000), which is not even ten percent; therefore, we must ensure that the courts, as well as the Marshall, are effective. Ms. Enriquez indicated that she will include it in the report for this month. Commissioner Santillan inquired if the report dated January 1, 1999, contained those that had crossed the statute of limitations or were still functional and operational. Ms. Enriquez replied that the prosecutor is looking into that, being that she ran a report and we have one hundred and fifteen (115) for just the 1999 year, so they will be working together to go over those cases to see if some of those can be dismissed. Commissioner Santillan stated that if some of those are already passed, let's fix them, correct them, and move forward so that we can look at what we can still target and still get from whatever we have outstanding in the community. Commissioner Ernesto "Neto" Guajardo asked if there was something that stated the statute of limitations. Ms. Enriquez said that the prosecutor is looking into it, as she ran a report and found one hundred and fifteen (115) cases for only the 1999 year, so they would be working together to go over those cases to see if some may be dropped. Commissioner Santillan added that if some of those cases have already been passed, let's repair them, rectify them, and move on so that we can look at what we can still target and obtain from whatever we have outstanding in the community. Commissioner Ernesto "Neto" Guajardo inquired about the statute of limitations. Ricardo Palacios, City Attorney, noted that as long as the complaints are public and have been filed, there is no legislation. With a citation, one might argue that after so many years, their request for a speedy trial is something like that, but if these are citations that have already been issued and warrants, warrants will last as long as they are outstanding. However, if you had an ongoing case that is constantly being reset, you could argue for a rapid trial, but that is not what I am hearing. I am already hearing warrants, so if it is concerning warrants, they will be pending until they are served or prosecuted. Commissioner Sanchez questioned Mr. Palacios if there was no time limit because misdemeanors have a three-year statute of limitations before pressing charges. Mr. Palacios stated that when you have a warrant, the citation and complaint have already been issued; therefore, you have already filed your complaint and

issued the warrant, so it does not expire. Mr. Palacios proceeded as follows: in a felony case, or in some other cases, you arrest them, and then there is a process that must be followed to be indicted; once indicted, there is no statute of limitations, but in the case of a class C misdemeanor, when the officer issues that citation, that is already the complaint that has been issued. If Code Enforcement issues a citation for a complaint issued to an individual, they do not appear in court. Now the court has issued a pending warrant, which is unlikely to expire until the matter is resolved or they appear in court. Mayor Mario Garza remarked that they will dispose of such warrants until the defendant comes and takes care of them on their own volition or they are arrested. Mr. Palacios responded that he has not heard of a mechanism that requires you to renew your warrants or anything like that. This effectively "tolls" the statute of limitations, thus the lawsuit is still active. Code enforcement If code enforcement issues a citation, for instance, for a complaint that has been issued to the individual, they don't show up to court. Now the court issues a warrant, which becomes pending, and it's hard for that to go stale until they dispose of the case or until they show up to court. Mayor Mario Garza stated that until the defendant comes and takes care of it on a voluntary basis or they get picked up, that is how they dispose of those warrants. Mr. Ricardo Palacios, the city attorney, stated that he has not heard of a process where you have to renew your warrants or anything like that. I think once you've issued the warrant, you've issued that warrant. That basically "tolls" the statute of limitations, so the case is still alive. Commissioner Sanchez indicated that he is aware of whether or not the statute of limitations applies to class B offenses and higher, even if the warrant has already expired. Correct me if I am mistaken, chief, but those are no longer valid. Mr. Palacios responded with a Class B misdemeanor or higher. You are correct when you issue an arrest warrant, but it is essential that a complaint be filed; thus, a complaint must be made in court, and if not done within a specified time limit, it goes stale. Commissioner Santillan asked as to how it works for persons with arrest warrants—are they picking it up or is it simply notification? Ms. Enriquez stated that it is just notification since the truck is not suited to detain arrestees and hence cannot bring them in. Mr. Arjona stated that at the last meeting, they mentioned that if they needed assistance with someone being picked up or detained, they would contact the police department, and it will not and should not stop us.

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

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

DISCUSSION: Mayor Pro Tem Marco "Markie" Villegas asked Ruben Guajardo, Interim Director of Parks & Recreation/PAL Director, if we were okay with the forecasted weather for the weekend. Mr. Guajardo said that, sure, after consulting with the coordinator, who is very dedicated to the running activities, it would be difficult for us to cancel. He went on to say that he believed the runners were so committed to running that they would run even in the rain. Barring any extreme weather, we'll have to make that decision, particularly with our commission, Mr. Arjona, and Chief Garza, who would have a significant say in it as well. Mr. Guajardo stated that if we need to postpone it, we'd like to communicate with the real organizer, and their next available day, I believe, is March 9, 2024, Saturday, but only if it's delayed. I know that when these events have been cancelled in the past, they have done virtual runs, and we will examine these alternatives with the coordinator to see what is the best solution for these runners who have already paid for the event, so we will keep you updated.

VI. RESOLUTIONS

- A. Consideration and Action on a Resolution to Accept the Voluntary Annexation Petition of the 6.21-Acre Tract of Land Out of Lot 12, Stewart's Addition to the Conway Gardens, Located Approximately 300 feet North of Hall Acres Road, Along the West side of Stewart Road, as Requested by XLH Investments, LLC. [Daniel Tijerina, Director of Planning]**

DISCUSSION: Daniel Tijerina, Director of Planning, stated this item was for voluntary annexation request which includes the resolution and the meets and bounds description for the 6.21-acre tract of land. Mr. Tijerina stated staff recommended approval of the request.

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

- B. Consideration and Action on a Resolution to Amend the Final Workplan and Budget for Fiscal Year 37 (2024) for the Hidalgo County Urban County Program.**

DISCUSSION: Daniel Tijerina, Director of Planning, indicated that the city had previously approved a resolution; however, funds remain the same, and the city decided to complete the street repair on Tierra de Palmas Subdivision between Stewart and Business 83 with city funds. Furthermore, this workplan amendment is to allocate monies to pay for additional street improvements at Gardenia Drive and San Martin in Bar No. 4 Subdivision on Eldora Road. After consulting with Urban County, they indicated that there was no problem changing the work plan. Mayor Mario Garza inquired if anyone had any questions about the item; there were none.

Commissioner Leonardo “Lenny” Sanchez made motion to approve and was seconded by Commissioner Adina “Dina” Santillan. Motion Passed (5-0).

VII. CONTRACTUALS

- A. Consider Authorizing the City Mayor to Enter Into a Bi-Annual Interlocal Agreement Between the Rio Grande Valley 9-1-1 and the City of San Juan Police Department for 911 Services. [Leandro Sifuentes, Chief of Police]**

DISCUSSION: Benjamin Arjona, City Manager, indicated that this was a bi-annual 9-1-1 Interlocal Agreement that was presented before the commission as a formality.

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

VIII. CONSENT AGENDA

- A. Consider Second and Final Reading of the Ordinance Regarding the Conditional Use Permit for the Sale of Alcoholic Beverages (BG - Wine and Beer Retailer’s Permit) for On-Premise Consumption at “Los 3 Pachines” Restaurant Located at 111 W. Nolana Avenue, Suites 1-2, Legally Described as Lot 2, Circle K #9123 Subdivision, as Requested by Los 3 Pachines, LLC. [Daniel Tijerina, Director of Planning]**
- B. Consider Second and Final Reading of the Ordinance Regarding the Conditional Use Permit to Operate “Yuri’s Event Center” at 2003 N. Veterans Boulevard, Suites 1-2, Legally Described as Porciones Center Lot 1, Requested by Yuridia B. Sandoval. [Daniel Tijerina, Director of Planning]**

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, FEBRUARY 13, 2024**

- C. Consider Second and Final Reading of the Ordinance Regarding the Conditional Use Permit for the Sale of Alcoholic Beverages (BG - Wine and Beer Retailer's Permit) for On-Premise Consumption at "El Mezquite Pollos Asados" Located at 205 W. Nolana Avenue Suites 5-6, Legally Described as Lot 1, San Juan Plaza Subdivision, as Requested by Javier and Idalia Hernandez. [Daniel Tijerina, Director of Planning]**
- D. Consider Approval of the Tax Collection Report for the Month of December 2023. [Leroy Gonzales, Director of Finance]**
- E. Consider Approval of the Budget Expenditure Report for the Month of December 2023. [Leroy Gonzales, Director of Finance]**
- F. Consider Approval of City Commission Meeting Minutes:
- June 13, 2023
- September 26, 2023**

Commissioner Leonardo "Lenny" Sanchez made motion to approve and was seconded by Commissioner Adina "Dina" Santillan. Motion Passed (5-0).

IX. EXECUTIVE SESSION

- A. The City Commission will Reconvene in Open Session to Take Necessary Action if any, in Accordance with Chapter 551, Open Meeting Subchapter E, Procedures Relating to Closed Meeting 551, Requirements to Vote or Take Final Action in Open Meeting.**
 - 1. Pursuant to Section §551.071 CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding Legal Issues Concerning the Entertainment Agreement for Event to be held on March 30, 2024, Hosted by Walls and Bridges Production LLC.**
 - 2. Pursuant to Section §551.071 Consultation with Attorney and Section §551.072, Real Estate Matters; Consideration and Action Regarding an Ordinance Authorizing the Mayor to Execute a Commercial Real Estate Contract and Related Documents for the Purchase of Real Property Legally Described as Lot 9, Block 6, John Closner W165'-E463' Lot 9 Block 6 5.0AC and Situated at 504 Sioux Rd. in San Juan, Hidalgo County, Texas.**
 - 3. Pursuant to Section §551.071 Consultation with Attorney and Section 551.072, Real Estate Matters; Consideration and Action Regarding Downtown Parking Issues.**
 - 4. Pursuant to Section §551.074 PERSONNEL MATTERS; Discuss the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee (City Manager).**

Commissioner Ernesto "Neto" Guajardo made motion to enter into executive session at 6:29 p.m. and was seconded by Mayor Pro Tem Marco "Markie" Villegas. Motion Passed (5-0).

X. RECONVENE

Commissioner Adina "Dina" Santillan made motion to enter into executive session at 7:30 p.m. and was seconded by Commissioner Leonardo "Lenny" Sanchez. Motion Passed (4-0).

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

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, FEBRUARY 13, 2024**

1. Pursuant to Section §551.071 CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding Legal Issues Concerning the Entertainment Agreement for Event to be held on March 30, 2024, Hosted by Walls and Bridges Production LLC.

Commissioner Adina “Dina” Santillan made motion to authorize the City Manager to negotiate and enter into an agreement with Walls and Bridge Production, LLC. based on the contingencies and was seconded by Commissioner Leonardo “Lenny” Sanchez. Motion Passed (4-0).

2. Pursuant to Section §551.071 Consultation with Attorney and Section §551.072, Real Estate Matters; Consideration and Action Regarding an Ordinance Authorizing the Mayor to Execute a Commercial Real Estate Contract and Related Documents for the Purchase of Real Property Legally Described as Lot 9, Block 6, John Closner W165'-E463' Lot 9 Block 6 5.0AC and Situated at 504 Sioux Rd. in San Juan, Hidalgo County, Texas.

Mayor Pro Tem Marco “Markie” Villegas made motion to approve as discussed under executive session and was seconded by Commissioner Leonardo “Lenny” Sanchez. Motion Passed (4-0).

3. Pursuant to Section §551.071 Consultation with Attorney and Section 551.072, Real Estate Matters; Consideration and Action Regarding Downtown Parking Issues.

No Action

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

Mayor Pro Tem Marco “Markie” Villegas made a motion to approve the one-year employment contract for the City Manager for \$175,000.00 as discussed under executive session, and was seconded by Commissioner Adina “Dina” Santillan. Motion Passed (4-0).

XI. ADJOURNMENT

Mayor Pro Tem Marco “Markie” Villegas made motion to adjourn at 7:23 p.m. and was seconded by Commissioner Adina “Dina” Santillan. Motion Passed (4-0).

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Brenda Escalante, City Secretary

MINUTES OF REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Tuesday, February 27, 2024

TIME: 6:00 p.m.

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

MEMBERS PRESENT: Mario Garza, Mayor
Marco “Markie” Villegas, Mayor Pro Tem
Leonardo “Lenny” Sanchez, Commissioner,
Ernesto “Neto” Guajardo, Commissioner
Ricardo Palacios, City Attorney

STAFF PRESENT: Benjamin Arjona, City Manager
Brenda Escalante, City Secretary
Tirso Garza, Fire Chief
Leandro Sifuentes, Chief of Police
Leroy Gonzalez, Director of Finance
Adelaida Cordero, Director of Human Resources
Christina Pérez, Interim Library Director
Daniel Tijerina, Director of Planning and Zoning
Israel Garza, Director of Sanitation/ Public Works
Juan Carlos Martinez, Interim Director of Utilities
Mary Enriquez, Court Administrator
Gregorio Trevino, Public Information Officer
Ruben Guajardo, Assistant Director of Parks & Recreation. PAL

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 Public Comments
- V. PRESENTATIONS**
 - A. Presentation of Carman Elementary 4th/5th Grade Flag Football - Team Kelly Green.**

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, FEBRUARY 27, 2024**

DISCUSSION: Ruben Guajardo, Assistant Director of Parks and Recreation, honored and acknowledged the 4th and 5th grade Carman Elementary Flag Football Teams that competed in the Winter Flag Football

League. Mr. Guajardo expressed gratitude to the Carman Elementary administration, staff, and coaches for their support and engagement. Mr. Guajardo introduced the Team Kelly Green players.

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

- 1. Department of Finance Monthly Report**
- 2. Fire Department Monthly Report.**
- 3. Police Department Monthly Report.**
- 4. Municipal Court Monthly Report.**
- 5. Department of Utilities Monthly Report.**

DISCUSSION: Mayor Mario Garza inquired about the quotations that were meant to be received for street repairs at the intersection of Standard and Railroad, adjacent to Central Ready Mix. Israel Garza, Director of Sanitation, reported that he acquired a bid that came in at \$28,370. Mayor Garza asked about Moore Road. Mr. Garza stated that he met with Mr. Roy from TXDOT about this matter, which is currently before County Court Judge Cortez, but he feels it will be approved. Commissioner Ernesto "Neto" Guajardo commended Mayor Garza for raising this matter. He added that he spoke to Mr. Olvera regarding this roadway being utilized as a bus route; according to Commissioner Guajardo, Mr. Olvera will communicate with the school district superintendent.

VI. PUBLIC HEARING/ORDINANCES

A. Hold a Public Hearing and Consider an Ordinance Regarding a Rezoning Request from General Business District (C-2) to a Multi-Family Residence District (R-MF) of the 2.59-Acre Tract of Land, Being the North 300 Feet of Lot 6, Block 7, John Closner Subdivision, Located Approximately a Quarter of a Mile West of Raul Longoria Road, Along the South Side of Nolana Avenue, as Requested by Dora Alicia Lara. [Daniel Tijerina, Director of Planning]

DISCUSSION: Daniel Tijerina, Director of Planning, stated that this 2.59-acre tract is located west of Nolana Avenue, next to the Drainage Ditch. Back in November 2014, this property came before the city commission and was rezoned to commercial. However, at this moment, the applicant is proposing to change it from commercial to multi-family. Mr. Tijerina stated that the Planning and Zoning Commission went with the staff's recommendation for denial as it's a commercial corridor, as per the future land use map, for commercial. Furthermore, staff mailed a notice of the public hearing before the Planning and Zoning Commission to eight (8) property owners within a two hundred (200)-foot radius.

Mayor Mario Garza opened the Public Hearing at 6:20 p.m.

Rene Barrera, who represented the applicant, Ms. Dora Alicia Lara, indicated that the applicant preferred to keep the entire development as a multi-family fourplex. He went on to say that the applicant intended to maintain the structure and facade architecture the same, that a HOA would be involved in the development, and that they were prepared to follow all of the planning criteria.

Mayor Mario Garza closed the Public Hearing at 6:23 p.m.

Commissioner Leonardo "Lenny" Sanchez made motion to go with the city staff's recommendation and was seconded by Commissioner Ernesto "Neto" Guajardo. Motion denied (5-0).

- B. Consideration and Action Regarding an Ordinance Authorizing the Mayor to Execute an Unimproved Property Contract and Amendment Thereto and Related Documents for the Purchase of Real Property Legally Described as a 5-Acre Tract of Land (Consisting of Tract I and Tract II) Being Out of Lot 9, Block 6, John Closner Subdivision, W165'-E463', City of San Juan, Hidalgo County, Texas, also known as 504 Sioux Road; Providing for an Effective Date; Providing for Publication; Providing for Codification; Providing for Severability; Providing for a Repealer Clause; and Ordaining all Other Provisions Related to the Subject Matter Hereof.**

DISCUSSION: Benjamin Arjona, City Manager, noted that the purpose of this ordinance is to acquire the land situated north on Sioux Road close to North San Juan Park, which was discussed at our most recent city commission meeting.

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

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

- A. Preliminary and Final Plat Approval for the Westview IV Lot 1 Subdivision, Being a 19.639-Acre Tract of Land out of Lot 2, Block 47, Alamo Land and Sugar Subdivision, Located Approximately Half of a Mile East of Raul Longoria Road, Along the South Side of Owassa Road, as Requested by CDS Muery Engineers.**

DISCUSSION: Daniel Tijerina, Director of Planning, stated that the Delias Tamales factory will be built along Owassa Road in a one-lot subdivision of around 20 acres. He went on to say that they have been working with Juan Dudwick of CVS Murray Engineers, that they have received easements from PSJA ISD, and that they have completed the building's final plating and construction. Furthermore, it was stated that this plant will produce tamales for distribution throughout the state. According to Mr. Tijerina, the North Alamo Water Supply Corporation will supply water service, while the City of San Juan will offer sewage. Water lines must be looped to 8-inch water line following San Juan Fire Department specifications. Additional fire hydrants shall be located every 300 feet of the existing fire hydrant. All entrances and exits must be 26 feet wide. Mr. Tijerina stated that the Planning Commission and staff recommended approval of the preliminary and final plat.

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

- B. Discussion and Possible Action on the San Juan Municipal Court 2024 Case Resolution Campaign.**

DISCUSSION: Mary Enriquez, Court Administrator, indicated that the Municipal Court would hold its 2024 Case Resolution Campaign from March 2 to March 31, 2024. Individuals with outstanding warrants are encouraged to make arrangements with the court to resolve their unpaid fees. In addition, throughout the case resolution campaign, failure to appear on each warrant will be waived. Citizens may pay their outstanding warrants without being arrested. Mayor Mario Garza inquired if the court would assist with payment arrangements, to which Ms. Enriquez answered yes.

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

VIII. CONTRACTUALS

- A. 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.**

DISCUSSION: Israel Garza, Director of Sanitation, stated this agreement is between the City of San Juan and the Lower Rio Grande Valley TPDES Stormwater Task Force Partnership, Inc. for the preparation of a Regional Texas Pollution Discharge Elimination System (TPDES). Mr. Garza stated staff recommended approval.

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

IX. CONSENT AGENDA

- A. Consider Approval of City Commission Meeting Minutes:**

- May 31, 2023
- November 14, 2023
- January 23, 2024

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

X. ADJOURNMENT

Commissioner Leonardo “Lenny” Sanchez made motion to adjourn at 6:30 p.m. and was seconded by Mayor Pro Tem Marco “Markie” Villegas. Motion Passed (5-0).

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Brenda Escalante, City Secretary