



Mayor: Mario Garza
Mayor Pro-Tem: Jesus "Jesse" Ramirez
Commissioners: Mario Cantu
Gilbert Garza
Marco "Markie" Villegas

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

SAN JUAN CITY COMMISSION

Location: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard St.
San Juan, Texas 78589
Tuesday, April 14, 2026

REGULAR MEETING AGENDA **6:00 PM**

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

- A.** The Public Comment portion of the meeting ensures a fair and transparent process in the governance of the City. In accordance with the Texas Open Meetings Act, the Mayor and City Commissioners do not respond to comments during this time; they listen. Individuals wishing to address the governing body must register with the City Secretary fifteen (15) minutes prior to the scheduled start time of the meeting by completing the registration form. The City reserves the right to refuse a speaker if the registration form is incomplete. Registered speakers may only speak on items listed on the agenda and are limited to three (3) minutes. A registered speaker may not donate time to another speaker. To promote efficiency and minimize repetitive commentary, the governing body may request that an identifiable group appoint a spokesperson to represent their views. Additionally, the number of speakers representing the same group may be limited. Once the public comments under this section conclude, no further public comments will be permitted.

Any Public Comments regarding items listed under the Public Hearing section will be accepted when the governing body formally opens each item for discussion under the Public Hearing

portion of the meeting.

V. PRESENTATIONS

- A. Presentation of a Proclamation Designating the Week of April 12–18, 2026, as National Public Safety Telecommunicators Week. [Leandro Sifuentes, Chief of Police]
- B. Presentation Regarding the Upcoming 2026 City of San Juan Department of Parks and Recreation Friendly City 5K.
- C. Presentation on Departmental Reports: Department of Planning and Zoning, Department of Parks and Recreation, Department of Sanitation, and San Juan Memorial Library.
 - 1. Department of Planning and Zoning Monthly Report. [Monica Gomez, Director of Planning]
 - 2. Department of Parks and Recreation Monthly Report. [Patrick Willingham, Director of Parks and Recreation]
 - 3. Department of Sanitation Monthly Report. [Israel Garza, Director of Sanitation]
 - 4. San Juan Memorial Library Monthly Report. [Christina Perez, Library Director]

VI. PUBLIC HEARING/ORDINANCES

- A. Consideration and Appropriate Action on an Ordinance Authorizing the Issuance of “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2026”; Providing for the Payment of said Certificates by the Levy of an Ad Valorem Tax upon all Taxable Property within the City and further securing said Certificates by a Lien on and Pledge of Certain Revenues of the City’s Utility System; and Resolving other Matters Incident and Related to the Issuance, Payment, Security, Sale, and Delivery of said Certificates.
- B. Consideration and Appropriate Action on an Ordinance Authorizing the Issuance of “City of San Juan, Texas General Obligation Refunding Bonds, Series 2026”; Providing for the Payment of said Bonds by the Levy of an Ad Valorem Tax upon all Taxable Property within the City; and Resolving other matters incident and related to the Issuance, Payment, Security, Dale, and Delivery of said Bonds.
- C. Hold a Public Hearing and Consider the First Reading of an Ordinance Amending the Budget for the 2025-2026 Fiscal Year by Providing Additional Appropriation to the General Fund, Solid Waste, Storm Water and Utility Fund. [Maria L. Beltran, Director of Finance]

VII. APPOINTMENTS

- A. Consider the Removal, Appointment, or Reappointment of Member(s) to the Keep San Juan Beautiful Board. [Brenda Escalante, City Secretary]

VIII. RESOLUTIONS

- A. Consider Resolution to Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC), the City of San Juan and 316 Investments, LP. for the Black Hills Estates II Subdivision. [Monica Gomez, Director of Planning]
- B. Consider Resolution to Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC), the City of San Juan and People's Manufactured Homes Property. [Monica Gomez, Director of Planning]
- C. Consideration and Action, if any, on a Resolution Accepting Petition for Voluntary Annexation; Setting Dates and Times of Public Hearings; and Directing the Planning Department to Prepare a Service Plan of the 18.86-acre tract of land out of the East half of Lot 7, Block 47, Alamo Land and Sugar Company. [Monica Gomez, Director of Planning]

IX. CONTRACTUALS

- A. Consideration and Action, if any, on an Interlocal Cooperation Agreement Between the County of Hidalgo and City of San Juan to provide Efficient and Effective Library Services for County Residents. [Christina Perez, Library Director]

X. CONSENT AGENDA

- A. Consider Second and Final Reading of an Ordinance Amending the Code of Ordinance of the City of San Juan, Texas Under Chapter 13. Utilities, Article 13.03. Water and Sewer Services, Division 2. Rates, Charges and Billing, Part III. Water Rates and Charges, Section 13.03.146. Standard Rate Schedule and Section 13.03.147. Nonstandard Rate Schedule and Under Part IV. Sewer Rates and Charges, Section 13.03.183. Rates, to Modify Water and Sewer Rates; Providing for Effective Date; Providing for Publication; Providing for Codification; Providing for Severability Clause; and Providing for Repealer Clause. [Maria L. Beltran, Director of Finance]
- B. Consider Second and Final Reading of an Ordinance Amending Chapter 13 Utilities, Article 13.02; Solid Waste and Stormwater Pollution Prevention, Division 1. Generally, Section 13.02.005 Receptacle; Placement of Waste for Collection and Section 13.02.006 Exemptions, Divisions 2. Rate Charges and Billing, Section 13.02.051 Customer Classification; Rate Schedule and Divisions 3. Private Collectors to Amend Placement of Waste, Modify Rate and Deposit Fees, Eliminate Private Collections and Other Related Regulations; Providing for Effective Date; Providing for Publication; Providing for Codification; Providing for Severability

Clause; and providing for Repealer Clause.

- C. Consider Second and Final Reading of an Ordinance Regarding the Voluntary Annexation Petition Concerning a 6.814-acre tract of land out of Lot 55, Stewart's Addition to the Conway Gardens Subdivision, located approximately 450 feet West of Stewart Road, along the South side of Las Milpas Road, as Requested by Agricore Properties, LLC. [Monica Gomez, Director of Planning]
- D. Consider Second and Final Reading of an Ordinance Regarding the Voluntary Annexation Petition concerning a 6.039-acre tract of land out of Lot 55, Stewart's Addition to the Conway Gardens Subdivision, located approximately, as Requested by S&ML Properties, LLC. [Monica Gomez, Director of Planning]
- E. Consider Second and Final Reading of an Ordinance Regarding the Voluntary Annexation Petition concerning a 4.748-acre tract of land out of Lots 55 and Lot 60, Stewart's Addition to the Conway Gardens Subdivision, located approximately 450 feet West of Stewart Road and 810 feet South of Las Milpas Road, as Requested by Aldape Family Investments, LLC. [Monica Gomez, Director of Planning]
- F. Consider Second and Final Reading of an Ordinance Regarding the Voluntary Annexation Petition concerning a 7.708-acre tract of land out of Lots 55 and 60, Stewart's Addition to the Conway Gardens Subdivision, located approximately 450 feet West of Stewart Road and 395 feet South of Las Milpas Road, as Requested by Texas RGV Investment, LLC. [Monica Gomez, Director of Planning]
- G. Consider Second and Final Reading of an Ordinance Regarding the Voluntary Annexation Petition concerning a 5.936-acre tract of land out of Lot 60, Stewart's Addition to the Conway Gardens Subdivision, located approximately 450 feet West of Stewart Road and 530 feet South of Las Milpas Road, as Requested by RGV International Logistics, LLC. [Monica Gomez, Director of Planning]
- H. Consider Second and Final Reading of an Ordinance Regarding the Voluntary Annexation Petition concerning a 6.706-acre tract of land out of Lot 60, Stewart's Addition to the Conway Gardens Subdivision, located approximately 450 Feet West of Stewart Road and 650 Feet South of Las Milpas Road, as Requested by Nacional Proveedora de Hortalizas S.A. de C.V. [Monica Gomez, Director of Planning]
- I. Consider Second and Final Reading of an Ordinance Regarding the Conditional Use Permit for the Sale of Alcoholic Beverage (FB – Food & Beverage Certificate and MB – Mixed Beverages) for On-Premise Consumption at The Post Oak Beer Garden at GW's BBQ, located at 107 N. Nebraska Avenue, as Requested by Post Oak Beer Garden at GW's BBQ, LLC. [Monica Gomez, Director of Planning]
- J. Consider Second and Final Reading of an Ordinance Regarding the Rezoning Request from

Single-Family Residence District (R-S) to General Business District (C-2) of the property located at 311 N. Standard Avenue, legally described as the W ½ of Lots 17 through 20, Block 17, San Juan Original Townsite Subdivision, as Requested by Ernesto Gonzalez, Jr. [Monica Gomez, Director of Planning]

K. Budget Expenditure Report February 28, 2026. [Maria L. Beltran, Director of Finance]

L. Consider Approval of City Commission Meeting Minutes:

- October 3, 2022
- February 24, 2026
- March 10, 2026

XI. 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 of the Texas Government Code, Consultation with Attorney; Discussion and Possible Action Regarding Legal Matters Pertaining to Litigation Concerning an Employment Contract.
- 2.** Pursuant to Section §551.071 Consultation with Attorney and Pursuant to Section §551.074 Personnel Matters; Discussion Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee: Director of Utilities.
- 3.** Pursuant to Section §551.071 of the Texas Government Code, Consultation with Attorney, Discussion and Possible Action Regarding the Terms of the Agreement with The Brazoria County Hispanic Lions Club.

XII. 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 of the Texas Government Code, Consultation with Attorney; Discussion and Possible Action Regarding Legal Matters Pertaining to Litigation Concerning an Employment Contract.
- 2.** Pursuant to Section §551.071 Consultation with Attorney and Pursuant to Section §551.074 Personnel Matters; Discussion Regarding the Appointment, Employment, Evaluation,

Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee: Director of Utilities.

3. Pursuant to Section §551.071 of the Texas Government Code, Consultation with Attorney, Discussion and Possible Action Regarding the Terms of the Agreement with The Brazoria County Hispanic Lions Club.

XIII. ADJOURNMENT

CERTIFICATION

I certify that the above notice of the Regular Called Meeting of the City of San Juan is true and correct; and that I posted such notice on the bulletin board. A place convenient and readily accessible to the public on the 8th day of April 2026 at 5:00 p.m. in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551-041 - §551.050).



BRENDA ESCALANTE
CITY SECRETARY
CITY OF SAN JUAN, TEXAS

CERTIFICATION OF REMOVAL

I certify that the agenda of items to be considered by the City Commission was removed by the City Secretary's Office from the San Juan City Hall bulletin area on the _____ of _____, 2026.

OFFICE OF THE CITY SECRETARY



Mayor: Mario Garza
Mayor Pro-Tem: Jesus “Jesse” Ramirez
Commissioners: Mario Cantu
Gilbert Garza
Marco “Markie” Villegas

MEMORANDUM

TO: Ruben Guajardo, City Manager

FROM: Leandro Sifuentes, Chief of Police

DATE: 04/06/2026

SUBJECT: Presentation of a Proclamation Designating the Week of April 12–18, 2026, as National Public Safety Telecommunicators Week. [Leandro Sifuentes, Chief of Police]



PROCLAMATION

*National Public Safety Telecommunicators Week:
April 12th - 18th, 2026*

Whereas, Congress and the President of the United States have established the second week of April as National Public Safety Telecommunicators Week; and

Whereas, when an emergency occurs, the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property, and the City of San Juan Public Safety Telecommunicators are the single vital link between first responders and persons seeking immediate relief during an emergency; and

Whereas, the work of these “unseen first responders” is invaluable in emergency situations; and

Whereas, each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year; and

Whereas, the San Juan City Commission encourages the citizens to express their appreciation to the San Juan Public Telecommunicators for their diligence and professionalism in keeping our city and citizens safe.

NOW, THEREFORE, Be It Resolved that I, Mario Garza, by the power vested in me as Mayor of the City of San Juan, along with Mayor Pro-Tempore Jesus “Jesse” Ramirez, Commissioner Mario Cantu, Commissioner Gilbert Garza, and Commissioner Marco “Markie” Villegas, hereby proclaim the week of April 12th – 18th, 2026 as National Public Safety Telecommunicators Week in the City of San Juan, Texas.

PROCLAIMED this 14th day of April, 2026.

CITY OF SAN JUAN, TEXAS

ATTEST:

Mario Garza, Mayor

Brenda Escalante, City Secretary



Mayor: Mario Garza
Mayor Pro-Tem: Jesus "Jesse" Ramirez
Commissioners: Mario Cantu
Gilbert Garza
Marco "Markie" Villegas

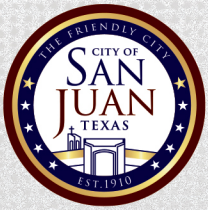
MEMORANDUM

TO: Ruben Guajardo, City Manager

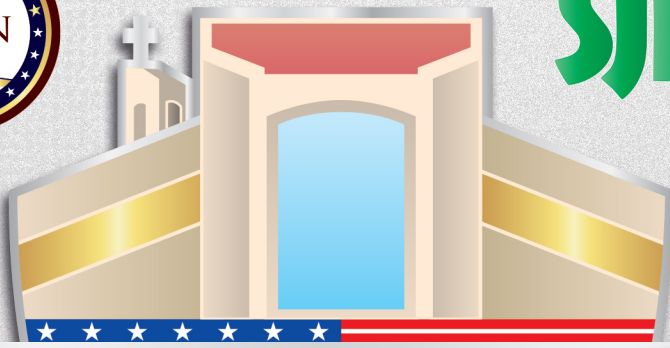
FROM: Patrick Willingham, Director of Parks and Recreation

DATE: 04/02/2026

SUBJECT: Presentation Regarding the Upcoming 2026 City of San Juan Department of Parks and Recreation Friendly City 5K.



SJR &



THE CITY OF SAN JUAN **FRIENDLY CITY**



SATURDAY, APRIL 25, 2026

FUN RUN - 8 AM / 5K - 8:30 AM / BIKE RIDE - 9:30 AM

REGISTER ONLINE: SJTX.US

\$10

\$25

\$15

FUN RUN
1 MILE - MEDAL

5K RUN
SHIRT & MEDAL

BIKE RIDE
5 MILES WITH POLICE BIKE PATROL
SHIRT & MEDAL



SAN JUAN SPORTS COMPLEX

1419 S SAN ANTONIO AVE, SAN JUAN, TX 78589

FOR MORE INFORMATION CALL: 956.223.2350



SCAN TO REGISTER



Mayor: Mario Garza
Mayor Pro-Tem: Jesus "Jesse" Ramirez
Commissioners: Mario Cantu
Gilbert Garza
Marco "Markie" Villegas

MEMORANDUM

TO: Ruben Guajardo, City Manager

FROM: Monica Gomez, Interim Director of Planning

DATE: 04/01/2026

SUBJECT: Department of Planning and Zoning Monthly Report. [Monica Gomez, Director of Planning]

The City of San Juan Planning & Zoning Department has been actively engaged in processing subdivision plats, rezoning applications, special and conditional use permits, variance requests, and public information requests, while also carrying out a range of additional responsibilities as outlined below.

- 71 building permits were issued during the month of March with a \$3,206,491.00 in total valuation.
- 222 garage sale permits were issued with \$3,330.00 in total valuation.
- We provided customer service and support to 761 people and handled approximately 1,230 calls.
- The building inspectors conducted approximately 353 inspections.
- 19 building permits were issued for new houses with \$2,978,142.00 in total valuation.

HEALTH DIVISION

Inspections: 23
Permits Issued: 20
Valuation: \$2,150.00

CODE ENFORCEMENT

Code Enforcement Inspectors continue to conduct site visits at businesses to verify that occupational licenses and permits are current. Inspectors also performed inspections of food trucks and reviewed permits for day care and foster homes.

Business Permits Renewed: 35
Valuation of business permits renewed: \$1,750.00

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

Officer Rodriguez

- Weedy Lots: 2
- Garage Sale w/o permit: 24
- Banners & Temporary signs: 6
- Building w/o permit: 2
- Certified Letters: 4
- Abandoned cars: 25
- Expired Business permit: 6
- Occupational Inspection: 7

Officer Munoz

- Illegal Dumping: 1
- Work orders: 5
- Weedy Lots: 21
- Garage Sale w/o permit: 23
- Rubbish: 10
- Foul odor: 2
- Building without permit: 6
- Certified Letters: 22
- Abandoned cars: 35
- Street vendors: 3
- Occupational Inspection: 21

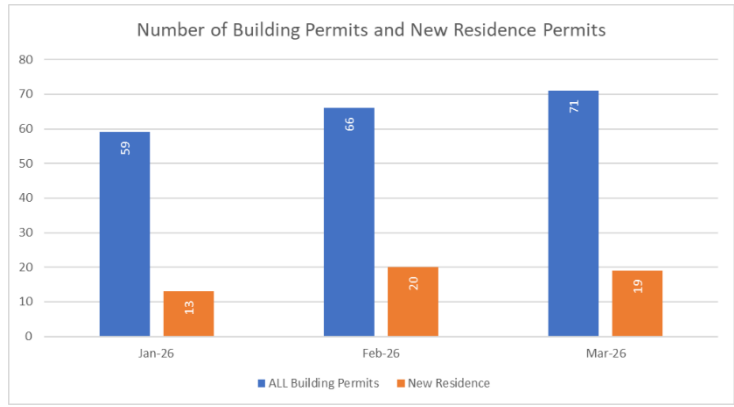
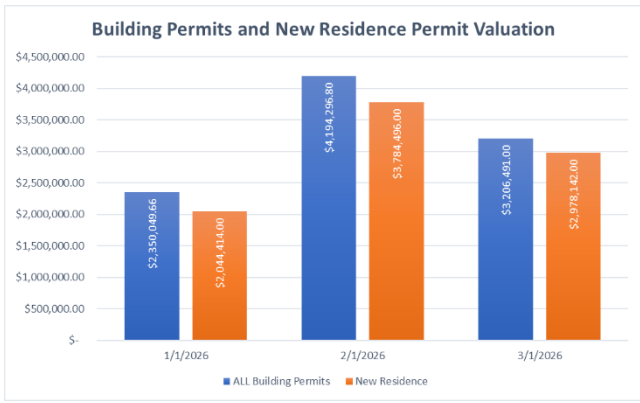
Officer Cavazos

- Weedy Lots: 2
- Garage Sale w/o permit: 3
- Rubbish: 1
- Foul Order: 1
- Building without permit: 4
- Certified Letters: 4
- Complaints filed in court: 2
- Commercial abandoned vehicles: 22
- Follow up: 2

NEW BUSINESSES OPENING IN THE CITY DURING THIS MONTH

A total of ten (10) new businesses were opened in the City of San Juan during the month of March.

- | | |
|-------------------------------|---------------------------------------|
| • Impulsa Beauty Co | 905 W FM 495 |
| • Moments Events Center | 816 N Veterans Boulevard (N "I" Road) |
| • People's Manufactured Homes | 909 W Eldora Rd |
| • Petrita's Adult Daycare | 5201 N Raul Longoria Road |
| • Stir Fry Express | 234 E Bus Hwy 83 |
| • The Industrial Ballroom | 1200 E Bus Hwy 83 |
| • The Wings Sport Bar | 205 W Nolana Avenue Ste. 16-18 |
| • RGV RAXZ Co | 2506 N Raul Longoria Road Ste. 15 |
| • H Wellness Beauty Studio | 2604 N Raul Longoria Rd Ste. 118 |
| • Flo Sculpt Studio | 2211 S Veterans Boulevard Ste. 10 |





**PLANNING AND ZONING COMMISSION
MARCH 12, 2026
SAN JUAN CITY HALL - EOC ROOM
512 S. NEBRASKA AVENUE
SAN JUAN, TX 78589
6:00 P.M.**

P&Z PRESENT

Valerie Cardenas
Irma Castillo
Martin Gamboa
Daniel Garza
Luis Mancillas
Mark Salinas

P&Z ABSENT

Eliza Yzaguirre

STAFF PRESENT

Monica Gomez
Clarissa Aviles

GUESTS PRESENT

Gracie Rendon
Evi Lindquist
Hector Guajardo
Cristian Guajardo
Gertrude Soto
Deborah Ybanez
Carlos Garza
Ernesto Gonzalez, Jr.
Alberto Covarrubias
Lorena de Covarrubias
Karina Espinoza

1. CALL TO ORDER

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

2. APPROVAL OF MINUTES – February 12, 2026

Vice Chair Castillo made a motion to approve the minutes as presented by city staff. Commissioner Gamboa seconded the motion. The motion passed unanimously with a 6-0 vote.

3. PUBLIC HEARINGS

3.1 Conditional Use Permit

**For the Sale of Alcoholic Beverages (*FB – Food & Beverage Certificate and MB – Mixed Beverage*)
“Post Oak Beer Garden at GW’s BBQ”
107 N. Nebraska Avenue
East 127.8 feet of the West 290.60 feet of the South 274.1 feet of Lot 32, Block 8, John Closner Subdivision
Applicant: Post Oak Beer Garden at GW’s BBQ, LLC**

REVIEW COMMENTS:

Ms. Gomez explained that this item is a public hearing for the approval of a Conditional Use Permit to allow the sale of alcoholic beverages under a FB – Food & Beverage Certificate and MB – Mixed Beverage at the proposed Post Oak Beer Garden at GW’s BBQ located at 107 N. Nebraska Avenue. The proposed use is a Beer Garden.

Hours of Operation:

- Thursday – Saturday: 6:00 p.m. to 12:00 a.m.
- Sunday: 10:00 a.m. to 4:00 p.m.

The applicant must comply with all City of San Juan and Texas Alcoholic Beverage Commission (TABCO) regulations to maintain the alcohol permit. Compliance with the business permit is also required as part of this Conditional Use Permit. Failure to comply with any of the listed requirements may result in revocation of the Conditional Use Permit. Additional permits may be required depending on the type of alcohol sales authorized. Notice of the public hearing was published in the newspaper, and notification letters were mailed to twenty-one (21) property owners within the required 200-foot radius. No comments were received.

Staff recommends approval of the Conditional Use Permit as presented.

Chairwoman Cardenas opened the public hearing at 6:02 p.m.

Commissioner Garza inquired whether the proposal would utilize the same parking area as the restaurant. Staff confirmed that it would, as the uses operate during different hours.

Vice Chair Castillo asked whether the application was limited to the sale of alcohol at the beer garden.

Ms. Gomez confirmed that the request is limited to that area and stated that a separate permit would be required for alcohol sales within the restaurant.

Chairwoman Cardenas closed the public hearing at 6:03 p.m.

FINAL RESOLUTION OF REQUEST & COMMENTS:

Vice Chair Castillo made a motion to approve the conditional use permit as presented. Commissioner Yzaguirre second the motion. The motion passed unanimously with a 6-0 vote.

3.2 Rezoning Request

**From a Single-Family Residence District (R-S) to General Business District (C-2)
W ½ Lots 17-20 Blk 17, San Juan Original Townsite Subdivision
Location: 311 N. Standard Avenue
Applicant: Ernesto Gonzalez, Jr.**

REVIEW COMMENTS:

Ms. Gomez explained that the applicant is requesting that the property be rezoned from Single-Family Residence District (R-S) to General Business District (C-2) in order to bring the zoning designation into compliance with the existing use of the property. The property, is operating as a commercial since the 1980s, has a long-standing commercial use. Notice of the public hearing was published in the local newspaper, and notification letters were mailed to seventeen (17) property owners. Two comments and letters were received in opposition to the request. Staff recommended approval of the rezoning request as presented.

Chairwoman Cardenas opened the public hearing at 6:04 p.m.

Ms. Evi Lindquist asked whether the proposed rezoning would affect their property taxes.

Ms. Gomez explained that there would be no changes to surrounding properties' taxes, and that any tax implications would apply only to the subject property, which is already being assessed as commercial.

Chairwoman Cardenas added that the property is currently appraised as commercial and that the rezoning request is intended to align the zoning with the existing use of the property.

Mr. Ernesto Gonzalez Jr., the property owner, explained the current use of the property and expressed his intent to contribute to the beautification of the City of San Juan. He noted that prospective tenants plan to use the property for storage and office space.

Chairwoman Cardenas expressed concern that approving the request could constitute spot zoning and potentially set a precedent for other residential properties to seek similar approvals, thereby undermining the purpose and integrity of the residential zoning designation.

Mr. Gonzalez responded by referencing nearby subdivisions that include commercial buildings.

Commissioner Garza asked about the future land use designation, and Ms. Gomez confirmed that the property is currently designated as residential.

Carlos Garza, engineer with AEC Engineering, explained the distinction between land use and zoning, stating that the intent is to bring the property into compliance with applicable codes and regulations.

Chairwoman Cardenas stated that the request is being brought forward due to the pending sale of the property and the need to address zoning. However, she emphasized that the Commission's responsibility is to uphold the current residential land use designation rather than speculate on future ownership or potential uses, noting that prior nonconforming uses do not justify rezoning.

Commissioner Garza asked whether any future development plans had been submitted, and Ms. Gomez confirmed that there are no current proposals.

Ms. Gomez also noted that a workshop was held in 2019 regarding future land use maps and that amendments to the map can be considered.

Commissioner Salinas asked why the property needs to be rezoned, and Chairwoman Cardenas responded that the property cannot be marketed as residential under its current conditions.

Chairwoman Cardenas stated that while she respects the history of the building and the intentions of the prospective buyers, her decision must be based strictly on the current residential land use and zoning, rather than past informal uses or potential future plans.

Karina Espinoza, a realtor, briefly stated that the property is now being considered a landmark and mentioned that an event was recently held there.

Ms. Gomez explained that the property has historically been utilized for commercial purposes and that the request would ensure compliance with applicable commercial regulations.

Chairwoman Cardenas closed the public hearing at 6:32 p.m.

FINAL RESOLUTION OF REQUEST & COMMENTS:

Following discussion, Vice Chair Castillo made a motion to approve the rezoning request as presented. Commissioner Garza seconded the motion. The motion carried by a 5-1 vote, with Chairwoman Cardenas voting in opposition.

4. SUBDIVISIONS

4.1 Preliminary Plat Approval with Variances

**DG South Veterans Subdivision
Being a 1.713-acre tract of land out of Lot 9, San Juan
Hacienda Estates, Unit No. 1 Subdivision
Location: The property is located approximately 620 feet
South from Moore Rd, along the East side of Veterans Blvd
Engineer: AEC Engineering, LLC
Developer: The Overland Group
Flood Zone: C**

REVIEW COMMENTS:

Ms. Gomez explained that this item is the Preliminary Plat of the DG South Veterans Subdivision. The applicant proposes to subdivide a 1.713-acre tract into a single commercial lot. The property is located within Flood Zone “C,” indicating minimal flood risk. Water service will be provided by the City of San Juan; however, sanitary sewer service is not available at this time.

The developer submitted a following variance:

- A variance from the requirement to loop the water line as requested by the Fire Department.
- A variance to allow the use of septic tanks due to the absence of sanitary sewer service in the area.
- A variance from the requirement to provide a fifteen 15-foot utility easement along the north side of the subdivision.

Before considering the requested variances, city staff met with the Project Engineer, Carlos Garza, to reach agreements that benefit both parties.

Staff recommends approval of the Preliminary Plat and the requested variances as presented.

Carlos Garza, engineer with AEC Engineering, stated that the applicant is complying with all City requirements and has coordinated with various departments to reach solutions acceptable to all parties.

FINAL RESOLUTION OF REQUEST & COMMENTS:

Commissioner Garza made a motion to approve the Preliminary Plat with variances as presented. Vice Chair Castillo seconded the motion. The motion passed unanimously with a 6–0 vote.

4.2 Preliminary Plat Approval with Variances

**Krystal Subdivision
Being a 1.00-acre tract of land out of Lot 20, Block 8,
John Closner Subdivision
Location: 200 W Thelma St
Engineer: Guajardo Engineering
Developer: Carlos Gabriel Lopez
Flood Zone: B**

REVIEW COMMENTS:

Ms. Gomez explained that this is the Preliminary Plat of the Krystal Estates Subdivision, located at 200 W. Thelma Street. The developer is proposing to subdivide a 1.00-acre tract for the development of land of a two (2) lot residential subdivision. The property is located in Flood Zone “B,” indicating minimal flood risk. Water and sewer services will be provided by the City of San Juan.

The developer submitted the following variance.

- A variance from the requirement to provide a 15-foot utility easement around the perimeter of the subdivision.

Staff recommends approval of the Preliminary Plat and the requested variances as presented.

Cristian Guajardo, engineer, explained the owner wants to subdivide to split the property up into two.

Commissioner Garza asked if the city engineer had any comments.

Ms. Gomez explained they had a meeting with the city engineer and staff and no objections were found since the property has never been developed.

FINAL RESOLUTION OF REQUEST & COMMENTS:

Commissioner Mancillas made a motion to approve the Preliminary Plat with variances as presented. Vice Chair Castillo seconded the motion. The motion passed unanimously with a 6–0 vote.

4. NEXT MEETING - TBD

5. ADJOURNMENT

There being no further items to discuss, Vice Chair Castillo made a motion to adjourn; Commissioner second the motion. The meeting was adjourned at 6:43 p.m.

City of San Juan, Texas

Valerie Cardenas, Chairwoman
Planning and Zoning Commission

Attest:

Monica Gomez
Director of Planning



Mayor: Mario Garza
Mayor Pro-Tem: Jesus "Jesse" Ramirez
Commissioners: Mario Cantu
Gilbert Garza
Marco "Markie" Villegas

MEMORANDUM

TO: Ruben Guajardo, City Manager

FROM: Patrick Willingham, Director of Parks and Recreation

DATE: 04/02/2026

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

For March 2026, we have the following to report: During March 2026, our department addressed the following areas.

Parks Division-

- Parks staff has been maintaining the fields in preparations for the upcoming PONY Baseball/Softball season.
- Parks Staff continues to maintain the grounds of our city parks, land scaping departmental buildings and other assigned areas through-out the City.
- Weekly preparations at Municipal Park for the Men's Class E Softball on Thursdays, Co-Ed Softball on Fridays, Soccer Fields for Girls Soccer and PONY baseball/softball practices.
- Installed four bleachers at the Sports Complex dugouts
- Repaired and painted the storage rooms at the Sports Complex
- Assisted in providing tables and chairs for the Golden Gloves Boxing Tournament
- Wednesday, March 11, 2026 Set up tent at Carman Elementary for the Trik a Thon
- Park preparations are on going for the upcoming PONY Baseball/Softball Season.
- Repairs are ongoing for Liberty Park
- Resurfacing of the parking area was completed at the San Juan Sports Complex.
- The New Parks & Recreation Facility tentative grand opening date is Thursday, April 23, 2026.

Recreation Division-

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

- Staff has been assisting opening and closing the weekday and weekend rentals
 - Youth Boys Basketball with 30 teams and Girls Soccer with 18 teams came to an end.
 - Winter Adult Softball Leagues came to an end for Thursday nights Men's Class E with 7 teams and Friday nights Co-Ed Softball with 4 teams.
 - Registration came to an end for PONY Baseball ages 3-14 and Softball ages 5-14 with current registration numbers 440 in baseball and 213 in softball for a total of 653. Currently there is 38 Baseball teams and 19 Softball teams for a total of 57 teams.
 - Alex Lopez, Recreation Supervisor, PONY Baseball/Softball Coaches held a coaches meeting on Wednesday, March 11 at 6 pm at Amigos del Valle.
 - Volunteers Coaches and Staff are currently practicing with all baseball/softball teams.
 - Alex Lopez and I have been meeting with Pharr & Alamo representatives to coordinate interlocking league play for PONY baseball/softball.
- The New Parks & Recreation Facility tentative grand opening date is Thursday, April 23, 2026.

Building Maintenance Division-

- Staff has continued daily and weekly cleaning, repairing, and maintaining all city buildings. Along with coordinating the Amigo del Valle Rentals, City Hall EOC Room, Library set-ups for weekly meetings as needed
 - Regular care & preventative maintenance of A/C at City Buildings
 - Monthly city hall elevator test is conducted by Eduardo Guajardo
 - Ruben Martinez is overseeing the renovation of the restroom at the Shooting Range
 - Tuesday, March 3, Hidalgo County Elections were held at the Library and North Fire Department custodian staff were assigned to clean
 - Saturday, March 7, the outside windows at City Hall were cleaned.
- The New Parks & Recreation Facility tentative grand opening date is Thursday, April 23, 2026.

San Juan Parks & Recreation Advisory Board- Meeting was held Wednesday, March 4 at 7 pm.

San Juan Police Athletic League (PAL)- Meeting was held Wednesday, March 4, 2026 at 6 pm



Mayor: Mario Garza
Mayor Pro-Tem: Jesus “Jesse” Ramirez
Commissioners: Mario Cantu
Gilbert Garza
Marco “Markie” Villegas

MEMORANDUM

TO: Ruben Guajardo, City Manager
FROM: Israel Garza, Sanitation Director
DATE: 03/30/2026
SUBJECT: Department of Sanitation Monthly Report. [Israel Garza, Director of Sanitation]

Sanitation Department (March 2026)

- Solid Waste Collection ran on schedule all month
- Brush pickup ran on schedule all month
- Drop off Site: 1,328
- Residential: 1,052.76 Tons
- Commercial: 712.77 Tons
- Roll-Off Containers: 261.72 Tons/70 loads
- Brush: 493.49 Tons/88 loads of brush

Recycling (March 2026)

- Cardboard: 17.46 tons/\$1113.90
- Curbside: 6.13 tons/0.00
- Mix White Paper: 0.00 tons/\$0.00
- Batteries: 0.00 tons/\$0.00
- Metal: 3.22 tons/\$321.50
- Books: 0.40 tons/\$0.00
- Tin Cans: 0.00 tons/\$0.00
- Plastic: 1.46 tons/\$0.00
- E-Waste: 0.00 tons/\$0.00
- Aluminum: 0.00 tons/\$0.00

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Total Tons/Revenue: 28.27 tons/\$1,435.40

- Savings of \$565.40
- Walk-Ins: 318

Code Enforcement - Esteban Garcia (March 2026)

- Violation Notices Issued: 30
- Illegal Dumping: 49
- Contact People: 63
- Construction Material: 13
- Tires: 0

Code Enforcement – Ruben Navarro (March 2026)

- Violation Notice: 0
- Illegal Dumping: 9
- Contact People: 9
- Construction Material: 0
- Tires: 0

Central Garage (March 2026)

- Tickets Open: 8
- Tickets Closed: 50 See Attachment
- 6 Residential Side Loaders operating
- 1 Commercial Side Loaders operator
- 2 Commercial Front Loaders operator
- 2 Brush Trucks operating
- 1 Brush Tractor (Grapple) operating
- 3 Brush Grapple Trucks operating
- 2 Roll-Offs Trucks operating

58 Total Work Orders Created

50 Closed Work Orders

8 Pending Work Orders



Mayor: Mario Garza
Mayor Pro-Tem: Jesus "Jesse" Ramirez
Commissioners: Mario Cantu
Gilbert Garza
Marco "Markie" Villegas

MEMORANDUM

TO: Ruben Guajardo, City Manager

FROM: Christina Perez, Director of Library

DATE: 04/06/2026

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

Enclosed is the March Monthly Report including statistics and programs:

For the month of March, we had 2,416 visitors. The library checked out a total of 481 physical items for both adult and children. We had 9 in-house circulation items. We requested and received thirty (30) Interlibrary Loans (ILL). We had 60 new patrons added to our circulation system. We helped the public with an estimated 764 reference/informational questions. We had 17 fax transactions. The monthly amount deposited was \$1,399.77 for both fines and fees.

Please see the attached statistical report.

During the month of February

- Hosted Mario Event
- Hosted Robotics Workshop
- Hosted Science Experiment Event
- Completed E-Rate Internet Contract
- Completed Texas Library State Report
- Attended Hidalgo County Library System Meeting
- Managed the day-to-day operations of the San Juan Memorial Library

Meetings to be held in April 2026

Multipurpose Room

Easter Event, April 2nd

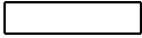
Keep San Juan Beautiful, April 8th

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

Rio Grande Early Childhood Educator Assoc, April 11th
City Commission, April 14th & 28th
Parent Behavioral Workshop, April 16th , 23rd , & 30th
Footlocker Meeting, April 22nd
Vanguard Superintendent Parent Meeting, April 23rd
Vanguard Superintendent Student Council, April 24th
Chuy Ramirez Book Reading, April 29th

Training Room:

Library Board, April 8th
Parent Behavioral Workshop, April 9th



MINUTES OF REGULAR MEETING OF THE SAN JUAN LIBRARY ADVISORY BOARD

DATE: Wednesday, March 4, 2026

TIME: 6:00 p.m.

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

MEMBERS PRESENT: Iris Lara
Maria Estela Ayala
Maria Alicia Navarro
Sarah Guerra
Melina Montoya
Christina Garza
Commissioner Mario Cantu

MEMBERS ABSENT: Elizabeth Saldana

LIBRARY DIRECTOR: Christina Perez

ORDER OF BUSINESS

- I. INVOCATION:**
Maria Alicia Navarro led the Invocation

- II. PLEDGE OF ALLEGIANCE:**
Iris Ayala

- III. CALL MEETING TO ORDER:**
Meeting was call to order at 6:03 p.m.

- IV. ROLL CALL:**
All Board Members were present with the exception of Elizabeth Saldana

- V. REVIEW OF MINUTES:**
January and February – no quorum

**CITY OF SAN JUAN
LIBRARY BOARD MEETING
WEDNESDAY, MARCH 4, 2026**

Minutes were accepted: Motion: Christina Garza
2nd: Maria Estela Ayala

VI. NEW BUSINESS:

- a. Mario Brothers Event – March 9
- b. Easter Pictures
- c. Spring Break hours will stay the same
- d. Crafts and Events during the day (spring break week)

VII. Old Business:

- a. **Pokémon Event**
- b. **Valentines Day Event**
- c. **Special Education Fair**

VIII. DIRECTOR’S REPORT:

Directors report Accepted: Motion: Sarah Guerra
2nd: Maria Alicia Navarro

IX. ADJOURMENT:

A motion to adjourn was made at 6:24 p.m. by Melina Montoya and 2nd by Christina Garza.

Elizabeth Saldana, Chair

Iris Lara, Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Consideration and Appropriate Action on an Ordinance Authorizing the Issuance of “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2026”; Providing for the Payment of said Certificates by the Levy of an Ad Valorem Tax upon all Taxable Property within the City and further securing said Certificates by a Lien on and Pledge of Certain Revenues of the City’s Utility System; and Resolving other Matters Incident and Related to the Issuance, Payment, Security, Sale, and Delivery of said Certificates.

STAFF COMMENTS AND RECOMMENDATIONS:

Consideration and Appropriate Action on an Ordinance Authorizing the Issuance of “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2026”; Providing for the Payment of said Certificates by the Levy of an Ad Valorem Tax upon all Taxable Property within the City and further securing said Certificates by a Lien on and Pledge of Certain Revenues of the City’s Utility System; and Resolving other Matters Incident and Related to the Issuance, Payment, Security, Sale, and Delivery of said Certificates.

RECOMMENDATION:

Approve as recommended by the City Commission.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Ruben Guajardo, City
Manager

ORDINANCE NO. 2026-__

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF SAN JUAN, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026”; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND FURTHER SECURING SAID CERTIFICATES BY A LIEN ON AND PLEDGE OF THE PLEDGED REVENUES OF THE SYSTEM; PROVIDING THE TERMS AND CONDITIONS OF SAID CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SAID CERTIFICATES; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AND INVESTMENT LETTER; COMPLYING WITH THE REQUIREMENTS OF THE LETTER OF REPRESENTATIONS PREVIOUSLY EXECUTED WITH THE DEPOSITORY TRUST COMPANY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of San Juan, Texas (the *City*) has caused notice to be given of its intention to issue certificates of obligation in the maximum principal amount of \$2,700,000 as provided pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through 271.064, for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and traffic safety signalization and signage incidental thereto; (2) constructing, acquiring, equipping, purchasing, renovating, enlarging, and improving the City’s public safety facilities (including a police station and fire station); (3) constructing, acquiring, equipping, purchasing, renovating, enlarging, and improving the City administrative office buildings (including the City Hall Complex); (4) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (5) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. This notice has been posted on the City’s website, if available, and duly published in a newspaper hereby found and determined to be of general circulation in the City, once a week for two (2) consecutive weeks, the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates of obligation; and

WHEREAS, in accordance with the provisions of Section 271.049, as amended, Texas Government Code, the City confirms that notice of the City’s intention to issue certificates of obligation was approved by resolution at a public meeting and stated (1) the then current principal of all outstanding debt of the City; (2) the then current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full, based on the City’s expectations relative to the interest due on any variable rate debt obligations, as applicable; (3) the maximum

principal amount of the certificates of obligation to be authorized; (4) the estimated combined principal and interest required to pay the certificates of obligation in full; (5) the estimated interest rate for the certificates of obligation or that the maximum interest rate for the certificates of obligation may not exceed the maximum legal interest rate; and (6) the maximum maturity date of the certificates of obligation; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in this notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary prior to the date tentatively set in such notice for the passage of this ordinance; and

WHEREAS, the City Commission hereby finds and determines that the issuance of the certificates of obligation, under the terms herein specified, is in the best interests of the City and its residents; and

WHEREAS, the City Commission hereby finds and determines that certificates of obligation in the principal amount of \$ _____ described in such notice should be issued and sold at this time; now, therefore,

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

SECTION 1. Authorization - Designation - Principal Amount - Purpose. The certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of _____ MILLION _____ THOUSAND AND NO/100 DOLLARS (\$ _____), to be designated and bear the title of "CITY OF SAN JUAN, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026" (the *Certificates*), for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and traffic safety signalization and signage incidental thereto; (2) constructing, acquiring, equipping, purchasing, renovating, enlarging, and improving the City's public safety facilities (including a police station and fire station); (3) constructing, acquiring, equipping, purchasing, renovating, enlarging, and improving the City administrative office buildings (including the City Hall Complex); (4) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (5) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects (collectively, the *Projects*), pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, and Chapter 1502, as amended, Texas Government Code (the *Act*), and the City Home Rule Charter.

SECTION 2. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Certificate Date. The Certificates are issuable in fully registered form only; shall be dated April 15, 2026 (the *Certificate Date*) and shall be issued in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, and the Certificates shall

become due and payable on February 15 in each of the years and in principal amounts (the *Stated Maturities*) in accordance with the following schedule:

Dates of Stated Maturity	Principal Amounts (\$)	Interest Rates (%)
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The Certificates shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about May 12, 2026), or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on February 15 and August 15 in each year commencing February 15, 20__ (each, an *Interest Payment Date*), while the Certificates are Outstanding.

SECTION 3. Payment of Certificates - Paying Agent/Registrar. The principal of, premium, if any, and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Certificates shall be without exchange or collection charges to the Holder (hereinafter defined) of the Certificates.

The selection and appointment of _____, _____, _____ (the *Paying Agent/Registrar*), to serve as the initial Paying Agent/Registrar for the Certificates is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment and transfer of the Certificates, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and City may prescribe. The City covenants to maintain and provide a Paying

Agent/Registrar at all times while the Certificates are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The City reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the City agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Certificates by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Certificates appearing on the Security Register (the *Holder* or *Holder*s) maintained on behalf of the City by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest thereon, (ii) on the date of surrender of the Certificates for purposes of receiving payment of principal thereof upon redemption of the Certificates or at the Certificates' Stated Maturity, and (iii) on any other date for any other purpose. The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Certificate for purposes of receiving payment and all other purposes whatsoever, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Certificates shall be payable only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its corporate trust office (provided, however, with respect to principal payments prior to the final Stated Maturity, the Certificates need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar). Interest on the Certificates shall be paid to the Holder whose name appears in the Security Register at the close of business on the last business day of the month next preceding an Interest Payment Date for the Certificates (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Certificates was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have

been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. Redemption.

A. Optional Redemption. The Certificates having Stated Maturities on and after February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the City, on February 15, 20__, or on any date thereafter, as a whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

B. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

C. Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Certificates to be redeemed, provided that if less than the entire principal amount of a Certificate is to be redeemed, the Paying Agent/Registrar shall treat such Certificate then subject to redemption as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificate by \$5,000.

D. Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the City and at the City's expense, by the Paying Agent/Registrar to each Holder of a Certificate to be redeemed, in whole or in part, at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the

redemption date, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Certificate is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Certificate (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Certificates (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Certificates (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Certificates shall not be deemed to be Outstanding in accordance with the provisions of this Ordinance.

E. Transfer/Exchange of Certificates. Neither the City nor the Paying Agent/Registrar shall be required (1) to transfer or exchange any Certificate during a period beginning forty-five (45) days prior to the date fixed for redemption of the Certificates or (2) to transfer or exchange any Certificate selected for redemption, provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate which is subject to redemption in part.

SECTION 5. Execution – Registration. The Certificates shall be executed on behalf of the City by its Mayor or Mayor Pro Tem under the seal of the City reproduced or impressed thereon and attested by its City Secretary. The signature of either of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who were, at the time of the Certificate Date, the proper officers of the City shall bind the City, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Certificates to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified or registered and delivered.

SECTION 6. Registration – Transfer – Exchange of Certificates – Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Certificates, or if appropriate, the nominee thereof. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Certificate at the corporate trust office of the Paying Agent/Registrar, the City shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender of the Certificates to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the City shall execute, and the Paying Agent/Registrar shall register and deliver, the Certificates to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered upon such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Certificates, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Certificates shall include any Certificate registered and delivered pursuant to Section 25 in lieu of a mutilated, lost, destroyed, or stolen Certificate which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

SECTION 7. Initial Certificate. The Certificates herein authorized shall be issued initially either (i) as a single fully registered Certificate in the total principal amount of \$ _____ with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as one (1) fully registered Certificate for each year of Stated Maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the *Initial Certificate*) and, in either case, the Initial Certificate shall be registered in the name of the Purchasers or the designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Certificate to the Purchasers, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers or their designee, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates on the unpaid principal amounts from the Closing Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity, and shall

be lettered "R" and numbered consecutively from one (1) upward for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8. Forms.

A. Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the City or determined by the officers executing the Certificates as evidenced by their execution thereof. Any portion of the text of any Certificate may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Certificates as evidenced by their execution thereof, but the Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise reproduced.

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B. Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
County of Hidalgo
CITY OF SAN JUAN, TEXAS
COMBINATION TAX AND LIMITED PLEDGE REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2026

Certificate Date:
August 15, 2026

Interest Rate:

Stated Maturity:

CUSIP No.

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

The City of San Juan, Texas (the *City*), a body corporate and municipal corporation in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about May 12, 2026), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year commencing February 15, 2026 (each, an *Interest Payment Date*), while the Certificates are Outstanding.

Principal and premium, if any, of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$ _____ (the *Certificates*) pursuant to an Ordinance adopted by the governing body of the City (the *Ordinance*), for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and traffic safety signalization and signage incidental thereto; (2) constructing, acquiring, equipping, purchasing, renovating, enlarging, and improving the City's public safety facilities (including a police station and fire station); (3) constructing, acquiring, equipping, purchasing, renovating, enlarging, and improving the City administrative office buildings (including the City Hall Complex); (4) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (5) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects, under and in strict conformity with the laws of the State of Texas, the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through 271.064, and the City's Home Rule Charter.

As provided in the Ordinance, the Certificates having Stated Maturities on and after February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the City, on February 15, 20__, or on any date thereafter, as a whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption provided, however, that at least thirty (30) days prior written notice shall be sent to the Holders of the Certificates to be redeemed by United States mail, first-class postage prepaid, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Certificate is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Certificate to the Paying Agent/Registrar at its corporate trust office, a new Certificate or Certificates of like Stated Maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof.

If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if the money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Certificate is called for redemption, in whole or in part, the City or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Certificate within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

The Certificates of this series are payable from the proceeds of an ad valorem tax levied upon all taxable property within the City, within the limitations prescribed by law, and are further payable from and secured by a lien on and pledge of the Pledged Revenues (identified and defined

in the Ordinance), being a limited amount of the Net Revenues derived from the operation of the City's combined utility system (the *System*), such lien on and pledge of the limited amount of Net Revenues being subordinate and inferior to the lien on and pledge of such Net Revenues securing payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City. The City has previously authorized the issuance of the currently outstanding Limited Pledge Obligations (identified and defined in the Ordinance) that are payable, in part, from and secured by a lien on and pledge of a limited amount of the Net Revenues of the System in the manner and as described in the ordinances authorizing the issuance of the currently outstanding Limited Pledge Obligations. In the Ordinance, the City reserves and retains the right to issue Additional Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, and Additional Limited Pledge Obligations (all as identified and defined in the Ordinance), while the Certificates are Outstanding, without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise.

Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenues pledged for the payment of the Certificates; the terms and conditions under which the City may issue Additional Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, and Additional Limited Pledge Obligations; the terms and conditions relating to the transfer or exchange of the Certificates; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holder; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein without definition have the same meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the City nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be

fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to or in the issuance of this Certificate in order to render the same a legal, valid, and binding obligation of the City have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Ordinance, and that issuance of the Certificates does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Certificates by the levy of a tax and collection of Pledged Revenues as aforesated. In case any provision in this Certificate or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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IN WITNESS WHEREOF, the City has caused this Certificate to be duly executed under its official seal.

CITY OF SAN JUAN, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

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C. *Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Certificate Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF
PUBLIC ACCOUNTS

§
§
§
§

REGISTER NO.

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____

Acting Comptroller of Public Accounts of
the State of Texas

(SEAL)

*NOTE TO PRINTER: Do not print on Definitive Certificates.

D. *Form of Certificate of Paying Agent/Registrar to Appear on Definitive Certificates Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued under the provisions of the within-mentioned Ordinance; the Certificate or Certificates of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date:

_____, _____,
_____, as Paying Agent/Registrar

By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Certificates.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____ (Social Security or other identifying number): _____ the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

Signature guaranteed:

F. Form of Initial Certificate. The Initial Certificate shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

- (i) immediately under the name of the Certificate the headings "Interest Rate" and "Stated Maturity" shall both be completed "as shown below";
- (ii) the first two paragraphs shall read as follows:

The City of San Juan, Texas (the *City*), a body corporate and municipal corporation in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above stated to mature on the fifteenth day of February in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amounts (\$)</u>	<u>Interest</u> <u>Rates (%)</u>
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(Information to be inserted
from schedule in Section 2 hereof)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amounts hereof from the Closing Date (anticipated to occur on or about May 12, 2026), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates of interest specified above, computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year commencing February 15, 20__ (each, an *Interest Payment Date*), while the Certificates are Outstanding.

Principal of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender, to Stated Maturity or prior redemption, while Outstanding, at the corporate trust office of _____, _____, _____, (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Certificate whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

(The remainder of this page intentionally left blank)

G. Insurance Legend. If bond insurance is obtained by the City or the Purchasers for the Certificates, the Definitive Certificates and the Initial Certificate shall bear an appropriate legend as provided by the bond insurer to appear under the following header:

[BOND INSURANCE] or [STATEMENT OF INSURANCE]

SECTION 9. Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 27 and 44 of this Ordinance have the meanings assigned to them in Sections 27 and 44 of this Ordinance, and all such terms, include the plural as well as the singular; (ii) all references in this Ordinance to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

A. The term *Additional Limited Pledge Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or other evidences of indebtedness hereafter issued by the City payable, in part, from a limited pledge of and lien on Net Revenues of the System, being a lien on and pledge of Net Revenues that is subordinate and inferior to the lien thereon and pledge thereof securing the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City, which pledge of revenues is limited pursuant to Section 1502.052, as amended, Texas Government Code all as further provided in Section 20 of this Ordinance, and (ii) any obligations issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

B. The term *Additional Prior Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or any similar obligations hereafter issued by the City that are payable in whole or in part from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues of the System, all as further provided in Section 20 of this Ordinance, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues as determined by the City Commission in accordance with any applicable law.

C. The term *Authorized Officials* shall mean the Mayor, the Mayor Pro Tem, the City Manager, the Interim City Manager, the Finance Director, and/or the City Secretary or Acting City Secretary.

D. The term *Certificates* shall mean the \$ _____ “CITY OF SAN JUAN, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026” authorized by this Ordinance.

E. The term *Certificate Fund* shall mean the special Fund created and established by the provisions of Section 10 of this Ordinance.

F. The term *City* shall mean the City of San Juan, located in Hidalgo County, Texas and, where appropriate, the City Commission of the City.

G. The term *Closing Date* shall mean the date of physical delivery of the Initial Certificate in exchange for the payment of the agreed purchase price for the Certificates.

H. The term *Collection Date* shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

I. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

J. The term *Depository* shall mean an official depository bank of the City.

K. The term *Fiscal Year* shall mean the annual financial accounting period for the System now ending on September 30th of each year; provided, however, the City Commission may change such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes or is required by applicable law.

L. The term *Government Securities*, as used herein, shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Certificates.

M. The term *Gross Revenues* for any period shall mean all revenue during such period in respect or on account of the operation or ownership of the System, excluding refundable meter deposits, restricted gifts, and grants in aid of construction, but including earnings and income derived from the investment or deposit of money in any special fund or account (except the Certificate Fund) created and established for the payment or security of the Certificates.

N. The term *Holder* or *Holder*s shall mean the registered owner, whose name appears in the Security Register, for any Certificate.

O. The term *Interest Payment Date* shall mean the date interest is payable on the Certificates, being February 15 and August 15 in each year commencing February 15, 20__ , while the Certificates are Outstanding.

P. The term *Junior Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or any similar obligations hereafter issued by the City that are payable in whole or in part from and equally and ratably secured by a junior and inferior lien on and pledge of the Net Revenues of the System, such pledge being junior and inferior to the lien on and pledge of the Net Revenues of the System that are pledged to the currently outstanding Prior Lien Obligations and may be pledged to the payment of any Additional Prior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues of the System that are or will be pledged to the payment of the currently outstanding Limited Pledge Obligations, the Certificates, and any Subordinate Lien Obligations or Additional Limited Pledge Obligations hereafter issued by the City all as further provided in Section 20 of this Ordinance, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a junior and inferior lien on and pledge of the Net Revenues as determined by the City Commission in accordance with any applicable law.

Q. The term *Limited Pledge Obligations* shall mean (i) the Certificates and the outstanding and unpaid obligations of the City that are payable, in part, from and secured by a subordinate and inferior lien on and pledge of a limited amount of the Net Revenues of the System and designated as follows:

(1) “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2014”, dated February 15, 2014, in the original principal amount of \$2,240,000;

(2) “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2015”, dated October 15, 2015, in the original principal amount of \$4,205,000;

(3) “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2017”, dated April 1, 2017, in the original principal amount of \$4,680,000;

(4) “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2018”, dated December 1, 2018, in the original principal amount of \$3,020,000;

(5) “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2020”, dated August 15, 2020, in the original principal amount of \$4,835,000;

(6) “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2021”, dated September 1, 2021, in the original principal amount of \$8,205,000;

(7) “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2023”, dated August 15, 2023, in the original principal amount of \$8,935,000;

(8) “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2024”, dated September 1, 2024, in the original principal amount of \$13,395,000;

(9) “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2025”, dated August 15, 2025, in the original principal amount of \$7,870,000”;

and (ii) obligations hereafter issued to refund any of the foregoing as determined by the City Commission in accordance with any applicable law.

R. The term *Maintenance and Operating Expenses* shall mean all current expenses of operating and maintaining the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Commission, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining “Net Revenues”. Depreciation charges shall not be considered Maintenance and Operating Expenses. Maintenance and Operating Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods or services for the System to the extent authorized by law and the provisions of such contract.

S. The term *Net Revenues* for any period shall mean the Gross Revenues of the System less the Maintenance and Operating Expenses of the System.

T. The term *Ordinance* shall mean this ordinance as finally passed and adopted by the City Commission of the City.

U. The term *Outstanding* when used in this Ordinance with respect to Certificates shall mean, as of the date of determination, all Certificates issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 29 of this Ordinance; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 25 of this Ordinance.

V. The term *Pledged Revenues* shall mean, while the Certificates remain Outstanding, an amount of Net Revenues not in excess of \$1,000. The Pledged Revenues shall be deposited, allocated, and expended in accordance with Section 10 of this Ordinance.

W. The term *Pledged Revenue Amount* shall mean the total amount, not to exceed \$1,000 while the Certificates are Outstanding, of Net Revenues that may be transferred in whole or in part by the City in any given Fiscal Year (however, any amounts transferred prior to the final maturity date of the Certificates may not exceed the total amount of \$1,000) to the Certificate Fund.

X. The term *Prior Lien Obligations* shall mean (i) the outstanding and unpaid obligations of the City that are payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System and designated as follows:

(1) “City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2013-A”, dated June 15, 2013, in the original principal amount of \$6,170,000;

(2) “City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2013-B”, dated October 29, 2013, in the original principal amount of \$1,400,000;

(3) “City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2017”, dated July 1, 2017, in the original principal amount of \$2,285,000;

(4) “City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2018”, dated June 1, 2018, in the original principal amount of \$1,270,000;

(5) “City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2019”, dated May 1, 2019 in the original principal amount of \$6,645,000;

(6) “City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2019A”, dated May 1, 2019, in the original principal amount of \$1,715,000;

and (ii) any obligations hereafter issued to refund the foregoing if issued in a manner so as to be payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System as determined by the City Commission in accordance with any applicable law.

Y. The term *Purchasers* shall mean the initial purchaser or purchasers of the Certificates named in Section 26 of this Ordinance.

Z. The term *Record Date*, as used in connection with any Obligation, shall mean: (a) with respect to an Interest Payment Date that occurs on the fifteenth day of any month, the close of business on the last business day of the month next preceding such Interest Payment Date, and (b) with respect to an Interest Payment Date that occurs on the first day of any month, the close of business on the fifteenth day of the month next preceding such Interest Payment Date.

AA. The term *Stated Maturity* shall mean the annual principal payments of the Certificates payable on February 15 of each year the Certificates are Outstanding as set forth in Section 2 of this Ordinance.

BB. The term *Subordinate Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation, or any similar obligations hereafter issued by the City that are payable, in whole or in part, from and equally and ratably secured by a lien on and pledge of the Net Revenues of the System, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues of the System that are or may be pledged to the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations or Junior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the limited amount of the Net Revenues securing, in part, the payment of the currently outstanding Limited Pledge Obligations, the Certificates, or any Additional Limited Pledge Obligations hereafter issued by the City, all as further provided in Section 20 of this Ordinance and (ii) any obligations hereafter issued to refund any of the foregoing if issued in a manner so as to be payable from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues of the System as determined by the City Commission in accordance with any applicable law.

CC. The term *System* shall mean all properties, facilities and plants currently owned, operated and maintained by the City for the supply, treatment and transmission of treated potable water, the collection, treatment and disposal of water-carried wastes, the generation, transmission and distribution of electricity, together with all future extensions, improvements, replacements and additions thereto; provided, however, that notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term “System” shall not mean to include facilities of any kind which are declared not to be a part of the System and which are acquired or constructed by or on behalf of the City with the proceeds from the issuance of “Special Facilities Bonds”, which are hereby defined as being special revenue obligations of the City which are not Prior Lien Obligations but which are payable from and secured by other liens on and pledges of any revenues, sources or payments, not pledged to the payment of the currently outstanding Prior Lien Obligations including, but not limited to, special contract revenues or payments received from any other legal entity in connection with such facilities.

SECTION 10. Certificate Fund - Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Certificates, there shall be and is hereby created a special fund to be designated “COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026, INTEREST AND SINKING FUND” (the *Certificate Fund*), which fund shall be kept and maintained at the Depository, and money deposited in the Certificate Fund shall be used for no other purpose and shall be maintained as provided in Section 27. Authorized Officials of the City are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the purchase price or the amount of principal of, premium, if any, and interest on the Certificates as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Certificates.

The City, at its sole discretion, may deposit the Pledged Revenue Amount to the Certificate Fund. The Pledged Revenue Amount, if deposited, shall be expended annually to pay principal of and interest on the Certificates as the same become due and payable. This Pledged Revenue

Amount shall be accounted for and transferred to the Paying Agent/Registrar in accordance with the provisions of the previous paragraph of this Section.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund created and established by this Ordinance may, at the option of the City, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities, including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund established pursuant to the provisions of this Ordinance shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 11. Tax Levy. To provide for the payment of the Debt Service Requirements on the Certificates being (i) the interest on the Certificates and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars valuation of taxable property in the City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund and are thereafter pledged to the payment of the Certificates. The City Commission hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the City.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

A. Prior to the date the City Commission establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Commission shall determine:

(1) the amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year;

(2) the amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Pledged Revenues, if any, to be appropriated and allocated during such year to pay such Debt Service Requirements, if any, prior to the Collection Date for the ad valorem taxes to be levied; and

(3) the amount of Pledged Revenues, if any, appropriated and set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding Fiscal Year.

B. The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (1) above less the sum total of the amounts established in paragraphs (2) and (3), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 12. Pledge of Revenues. The City hereby covenants and agrees that, subject to (i) any prior lien on and pledge of the Net Revenues of the System to the payment and security of the currently outstanding Prior Lien Obligations or any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City and (ii) the lien on and pledge of a limited amount of the Net Revenues to the payment and security of the currently outstanding Limited Pledge Obligations, the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the City, the Pledged Revenues are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates and the pledge of Pledged Revenues herein made for the payment of the Certificates shall constitute a lien on the Pledged Revenues in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the City.

SECTION 13. System Fund. The City hereby covenants and agrees that all Gross Revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and money of the City and shall be deposited as collected into the "CITY OF SAN JUAN, TEXAS UTILITY SYSTEM FUND" (the *System Fund*). All money deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown:

- First: to the payment of the reasonable and proper Maintenance and Operating Expenses of the System required by statute or ordinances authorizing the issuance of any indebtedness of the City to be a first charge on and claim against the Gross Revenues of the System;
- Second: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations hereafter

issued by the City in accordance with the terms and provisions of any ordinance authorizing their issuance;

- Third: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Junior Lien Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinance authorizing their issuance;
- Fourth: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Subordinate Lien Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinance authorizing their issuance; and
- Fifth: To the payment of the amounts that may be deposited in the special funds and accounts established for the payment of the currently outstanding Limited Pledge Obligations, including the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinances authorizing their issuance.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment, security and benefit thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 14. Deposits to Certificate Fund – Surplus Certificate Proceeds. The City hereby covenants and agrees to cause to be deposited in the Certificate Fund prior to a principal and interest payment date for the Certificates, from the Pledged Revenues in the System Fund, after the deduction of all payments required to be made to the special funds or accounts created for the payment, security, and benefit of (i) the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City and (ii) the currently outstanding Limited Pledge Obligations, including the Certificates or any Additional Limited Pledge Obligations hereafter issued by the City, and any amounts budgeted to be paid therefrom in such Fiscal Year.

Accrued interest, if any, received from the Purchasers of the Certificates shall be deposited to the Certificate Fund and ad valorem taxes levied and collected for the benefit of the Certificates shall be deposited to the Certificate Fund. In addition, any surplus proceeds, including investment income therefrom, from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said fund from ad valorem taxes.

SECTION 15. Security of Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

SECTION 16. Maintenance of System - Insurance. The City covenants and agrees that while the Certificates remain Outstanding it will maintain and operate the System with all possible

efficiency and maintain casualty and other insurance (including a system of self-insurance) on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type of business and that it will faithfully and punctually perform all duties with reference to the System required by the laws of the State of Texas. All money received from losses under such insurance policies, other than public liability policies, are held for the benefit of the holders of the Certificates until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by replacing the property destroyed or repairing the property damaged, and adequate provision for making good such loss or damage must be made within ninety (90) days after the date of loss. The payment of premiums for all insurance policies required under the provisions hereof shall be considered Maintenance and Operating Expenses. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System but nothing herein shall be construed as preventing the City from doing so.

SECTION 17. Rates and Charges. The City hereby covenants and agrees with the Holders of the Certificates that rates and charges for utility services afforded by the System will be established and maintained to provide Gross Revenues sufficient at all times:

A. to pay, together with any other lawfully available funds, all operating, maintenance, depreciation, replacement, betterment, and other costs incurred in the maintenance and operation of the System, including, but not limited to, Maintenance and Operating Expenses; provided, however, that the City expressly reserves the right to utilize other lawfully available funds to pay the Maintenance and Operating Expenses;

B. to produce Net Revenues sufficient, together with any other lawfully available funds, to pay (i) the interest on and principal of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof; (ii) the interest on and principal of any Junior Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof; (iii) the interest on and principal of any Subordinate Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, and (iv) the amounts that may be deposited in the special funds established for the payment of the currently outstanding Limited Pledge Obligations, the Certificates or any Additional Limited Pledge Obligations hereafter issued by the City; and

C. to pay other legally incurred indebtedness payable from the Net Revenues of the System and/or secured by a lien on the System or the Net Revenues thereof.

SECTION 18. Records and Accounts - Annual Audit. The City further covenants and agrees that so long as any of the Certificates remain Outstanding it will keep and maintain separate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto, as provided by Chapter 1502, as amended, Texas Government Code, or other applicable law. The Holders of the Certificates or any duly authorized agent or agents of the Holders shall have the right to inspect the System and

all properties comprising the same. The City further agrees that, following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants. Expenses incurred in making the annual audit of the operations of the System are to be regarded as Maintenance and Operating Expenses.

SECTION 19. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Certificates shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 20. Issuance of Additional Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, and Additional Limited Pledge Obligations. The City hereby expressly reserves the right to hereafter issue bonds, notes, warrants, certificates of obligation, or similar obligations, payable, wholly or in part, as appropriate, from and secured by a pledge of and lien on the Net Revenues of the System with the following priorities, without limitation as to principal amount, but subject to any terms, conditions, or restrictions applicable thereto under existing ordinances, laws, or otherwise:

A. Additional Prior Lien Obligations payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System;

B. Junior Lien Obligations payable from and equally and ratably secured by a lien on and pledge of the Net Revenues that is junior and inferior to the lien on and pledge thereof securing the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues securing, in part, the payment of the currently outstanding Limited Pledge Obligations and the Certificates and any Subordinate Lien Obligations or Additional Limited Pledge Obligations hereafter issued by the City;

C. Subordinate Lien Obligations payable from and equally and ratably secured by a lien on and pledge of the Net Revenues that is subordinate and inferior to the lien on and pledge thereof securing the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations or Junior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues securing, in part, the payment of the currently outstanding Limited Pledge Obligations, the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the City; and

D. Additional Limited Pledge Obligations secured by a lien on and pledge of a limited amount of the Net Revenues in accordance with the provisions of the following paragraph.

Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations, if issued, may be payable, in whole or in part, from Net Revenues (without impairment of the obligation of contract with the holders of the currently outstanding Limited Pledge Obligations and the Certificates) upon such terms and conditions as the City Commission may determine. Additional Limited Pledge Obligations, if issued and payable, in whole or in part, from Pledged Revenues (defined in the same or similar terms as provided in Section 9 of this Ordinance or in the ordinances authorizing the issuance of the currently outstanding Limited Pledge Obligations), shall not in any event be construed to be payable from the Pledged Revenues authorized by this Ordinance or in the respective ordinances authorizing the issuance of the currently outstanding Limited Pledge Obligations to be budgeted and appropriated for the payment of the Certificates or the respective ordinances authorizing the issuance of the currently outstanding Limited Pledge Obligations. However, the lien on and pledge of the limited amount of Net Revenues securing, in part, the payment of the Certificates, the Limited Pledge Obligations, and any Additional Limited Pledge Obligations shall be subordinate and inferior to the pledge of and lien on the Net Revenues securing the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City.

SECTION 21. Special Covenants. The City hereby further covenants that:

A. it has the lawful power to pledge the Pledged Revenues supporting the Certificates and has lawfully exercised said powers under the laws of the State of Texas, including power existing under Chapter 1502, as amended, Texas Government Code, the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, and the City's Home Rule Charter;

B. other than for the payment of the currently outstanding Prior Lien Obligations, the currently outstanding Limited Pledge Obligations and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System;

C. as long as any Certificates or any interest thereon remain Outstanding, the City will not sell, lease or encumber (except in the manner provided in Section 20 of this Ordinance) the System or any substantial part thereof, provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System;

D. to the extent that it legally may, the City further covenants and agrees that, so long as any of the Certificates, or any interest thereon, are Outstanding, no franchise shall be granted for the installation or operation of any competing utility systems other than those owned by the City, and the operation of any such systems by anyone other than the City is hereby prohibited; and

E. no free service of the System shall be allowed, and should the City or any of its agents or instrumentalities make use of the services and facilities of the System, payment of the

reasonable value thereof shall be made by the City out of funds from sources other than the revenues and income of the System.

SECTION 22. Application of the Covenants and Agreements of any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations. It is the intention of the City Commission and accordingly hereby recognized and stipulated that the provisions, agreements, and covenants contained herein bearing upon the management and operations of the System, and the administration and application of Gross Revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements, and covenants contained in the ordinances authorizing the issuance of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City; and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City, the provisions, agreements, and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance, especially the priority of rights and benefits conferred thereby to the holders of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City. It is expressly recognized that prior to the issuance of any Additional Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, or Additional Limited Pledge Obligations, the City must comply with each of the conditions precedent contained in the respective ordinances authorizing the issuance of the currently outstanding Prior Lien Obligations, Limited Pledge Obligations, and the Certificates, as appropriate.

SECTION 23. Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 24. Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All

cancelled Certificates held by the Paying Agent/Registrar shall be destroyed as directed by the City.

SECTION 25. Mutilated, Destroyed, Lost, and Stolen Certificates. If (1) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate or payment in lieu thereof, under this Section, the City may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

SECTION 26. Sale of the Certificates; Approval of Purchase Contract; Use of Certificate Proceeds. The Certificates authorized by this Ordinance are hereby sold by the City to _____, _____, at a private placement (the *Purchasers*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of a Purchase and Investment Letter (the *Purchase Contract*), dated April 14, 2026, attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes, at the price of par, plus a reoffering premium of \$ _____ (including the Purchasers' compensation and Insurance Premium of \$ _____), and no accrued interest and is hereby approved and confirmed. The Initial Certificate shall be registered in the name of _____. The pricing and terms of the sale of the Certificates are hereby found and determined to be the most advantageous reasonably obtainable by the City. Any Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City and as the act and deed of this City Commission, and in regard to the approval and execution of the Purchase Contract, the City Commission hereby finds, determines and declares that the representations, warranties, and agreements of the City contained in the Purchase Contract are true and correct in all material

respects and shall be honored and performed by the City. Delivery of the Certificates to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Purchase Contract.

Proceeds from the sale of the Certificates shall be applied as follows:

(1) Accrued interest, if any, received from the Purchasers shall be deposited into the Certificate Fund.

(2) The City expects to receive a reoffering premium from the sale of the Certificates of \$_____ which is allocated by the City in the following manner: (i) \$_____ to pay the Purchasers' compensation, (ii) \$_____ to pay the Insurer's insurance premium, (iii) \$_____ shall be deposited into the construction account established in paragraph (3) below, and (iv) \$_____ to pay certain costs of issuance of the Certificates.

(3) The balance of the proceeds in the amount of \$_____.00 (being the principal amount of the Certificates in the amount of \$_____.00 and a portion of the reoffering premium in the amount of \$_____ derived from the sale of the Certificates (after paying costs of issuance) shall be deposited into the special construction account or accounts created for the project to be constructed with the proceeds of the Certificates and used to pay costs of such projects. This special construction account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Ordinance. Interest earned on the proceeds of the Certificates pending completion of construction of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 14 of this Ordinance.

SECTION 27. Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

Closing Date means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

Computation Date has the meaning set forth in Section 1.148-1(b) of the Regulations.

Gross Proceeds means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

Investment has the meaning set forth in Section 1.148-1(b) of the Regulations.

Nonpurpose Investment means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

Rebate Amount has the meaning set forth in Section 1.148-1(b) of the Regulations.

Regulations means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Yield of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Certificates and the Bonds, combined as a single issue, has the meaning pursuant to Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent it will not cause the Certificates to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or

refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent it will not cause the Certificates to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent it will not cause the Certificates to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Certificates.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its

official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

J. Certificates Not Hedge Bonds.

(1) The City reasonably expects to spend at least 85% of the spendable proceeds of the Certificates within three years after such Certificates are issued.

(2) Not more than 50% of the proceeds of the Certificates will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

K. Elections. The City hereby directs and authorizes any Authorized Official and Bond Counsel, either individually or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar

or other appropriate certificate, form or document. Such elections shall be deemed to be made on the Closing Date.

L. Qualified Tax-Exempt Obligations. The City hereby designates the Certificates as qualified tax-exempt obligations for purposes of section 265(b) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) during the calendar year in which the Certificates are issued, the City (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Certificates, will result in more than \$10,000,000 of “qualified tax-exempt obligations” being issued; (b) the City reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year 2026 by the City (including any subordinate entities) will not exceed \$10,000,000; and the City will take such action or refrain from such action as is necessary in order that the Certificates will not be considered “private activity bonds” within the meaning of section 141 of the Code.

SECTION 28. Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Certificates pending their approval by the Attorney General of the State of Texas, the registration thereof by the Comptroller of Public Accounts of the State of Texas and the delivery of the Certificates to the Purchasers.

Furthermore, any Authorized Official, either individually or any combination of them, are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Certificates, the approval of the Attorney General of the State of Texas and their registration by the Comptroller of Public Accounts of the State of Texas and, together with the City’s financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Certificate to the Purchasers and, when requested in writing by the Purchasers, the initial exchange thereof for definitive Certificates.

SECTION 29. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Pledged Revenues under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements

therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Certificates. In the event of a defeasance of the Certificates, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of redemption premium (if any), and interest due on any defeased Certificate. To the extent applicable, if at all, the City covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 27 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Certificates, or applicable redemption date of the Certificates, such money was deposited and is held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem defeased Certificates that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Certificates immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Certificates, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Certificates.

SECTION 30. Printed Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to their being furnished a final opinion of Cantu Harden Montoya LLP, San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Certificates, this opinion to be dated and delivered as of the date of initial delivery and payment for such Certificates. Printing of a true and correct copy of this opinion on the reverse side of each of the Certificates, with appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City is hereby approved and authorized.

SECTION 31. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof, and neither the City nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 33. Ordinance a Contract, Amendments - Outstanding Certificates. The City acknowledges that the covenants and obligations of the City herein contained are a material inducement to the purchase of the Certificates. This Ordinance shall constitute a contract with the Holders from time to time, binding on the City and its successors and assigns, and it shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided, however, that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition, or rescission.

SECTION 34. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, Bond Counsel, Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, Bond Counsel, Paying Agent/Registrar, and the Holders.

SECTION 35. Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 36. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 37. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Commission hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 39. Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Commission of the City.

SECTION 40. Authorization of Paying Agent/Registrar Agreement. The City Commission of the City hereby finds and determines that it is in the best interest of the City to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Certificates. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

SECTION 41. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 42. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 43. No Recourse Against City Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Certificate or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificate.

SECTION 44. Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

MSRB means the Municipal Securities Rulemaking Board.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

The Certificates are being sold pursuant to a private placement with the Purchasers, in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, to less than thirty-five sophisticated investors, and therefore the Rule is not applicable to the offering of the Certificates. Accordingly, no contract to provide continuing disclosure information after the issuance of the Certificates has been made by the City with investors.

SECTION 45. Book-Entry Only System.

The Certificates shall initially be registered so as to participate in a securities depository system (the DTC System) with the Depository Trust Company, New York, New York, or any successor entity thereto (DTC), as set forth herein. Each Stated Maturity of the Certificates shall be issued (following cancellation of the Initial Certificates described in Section 7) in the form of a single definitive Certificate. Upon issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Certificates shall be registered in the name of Cede & Co., as the nominee of DTC. The City and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit C (the Representation Letter).

With respect to the Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Certificates from time to time as securities depository (a Depository Participant) or to any person on behalf of whom such a Depository Participant holds an interest in the Certificates (an Indirect Participant). Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Certificates, as shown on the Security Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Certificate, of any amount with respect to principal of, premium, if any, or interest on the Certificates. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that (a) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the City determines that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the City shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Certificates shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Certificates shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the City, or such depository's agent or designee, and if the City and the Paying Agent/Registrar do not select such alternate securities depository system then the Certificates may be registered in whatever name or names the Holders of Certificates transferring or exchanging the Certificates shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 46. Further Procedures. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, the Purchase Contract, the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance and as described in the Official Statement necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office. In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 47. Contract with Financial Advisor and/or Bond Counsel. The City Commission authorizes any Authorized Official, or their designees, to take all actions necessary to execute any necessary financial advisory contracts with TRB Capital Markets, LLC (d/b/a Estrada Hinojosa & Company, Inc., as the financial advisor to the City (the *Financial Advisor*). The City understands that under applicable federal securities laws and regulations that the City must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Certificates. In addition, the City Commission also authorizes any Authorized Official, or their designees, to take all actions necessary to execute any necessary engagement agreement with Cantu Harden Montoya LLP, as Bond Counsel to the City.

SECTION 48. City's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the City hereby consents to and authorizes any Authorized Official, Bond Counsel to the City, and/or Financial Advisor to the City to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Certificates; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Certificates.

SECTION 49. Effective Date. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

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PASSED, APPROVED, AND ADOPTED on the 14th day of April, 2026.

CITY OF SAN JUAN, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

INDEX TO EXHIBITS

Exhibit A.....Paying Agent/Registrar Agreement

Exhibit B.....Purchase Contract

Exhibit C.....DTC Letter of Representations

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

See Tab No. __

EXHIBIT B

PURCHASE CONTRACT

See Tab No. __

EXHIBIT C

DTC LETTER OF REPRESENTATIONS

See Tab No. __

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Consideration and Appropriate Action on an Ordinance Authorizing the Issuance of “City of San Juan, Texas General Obligation Refunding Bonds, Series 2026”; Providing for the Payment of said Bonds by the Levy of an Ad Valorem Tax upon all Taxable Property within the City; and Resolving other matters incident and related to the Issuance, Payment, Security, Dale, and Delivery of said Bonds.

STAFF COMMENTS AND RECOMMENDATIONS:

Consideration and Appropriate Action on an Ordinance Authorizing the Issuance of “City of San Juan, Texas General Obligation Refunding Bonds, Series 2026”; Providing for the Payment of said Bonds by the Levy of an Ad Valorem Tax upon all Taxable Property within the City; and Resolving other matters incident and related to the Issuance, Payment, Security, Dale, and Delivery of said Bonds.

RECOMMENDATION:

Approve as recommended by the City Commission.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Ruben Guajardo, City
Manager

ORDINANCE NO. 2026-__

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS AUTHORIZING THE ISSUANCE OF “CITY OF SAN JUAN, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026”; LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE AND INVESTMENT LETTER, AND AN ESCROW DEPOSIT LETTER; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENTS WITH THE CITY’S FINANCIAL ADVISORS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission (the *City Commission*) of the City of San Juan, Texas (the *City*) has heretofore issued, sold, and delivered, and there are currently outstanding obligations in the aggregate original principal amount of \$5,875,000, being the obligations set forth on Schedule I hereto which is incorporated by reference for all purposes to this ordinance (the *Refunded Obligations*); and

WHEREAS, the City Commission intends to issue an aggregate principal amount of \$_____ in general obligation refunding bonds the proceeds of which will be utilized to provide for the (i) refunding of the Refunded Obligations and (ii) payment of the costs of issuance of the general obligation refunding bonds; and

WHEREAS, pursuant to the provisions of Chapter 1207, as amended, Texas Government Code (the *Act*), the City Commission is authorized to issue refunding bonds and deposit the proceeds of sale under an escrow agreement to provide for the payment of the Refunded Obligations, and such deposit, when made in accordance with the Act, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Act permits that the deposit of the proceeds from the sale of the refunding bonds be deposited directly with any designated escrow agent which is not the depository bank of the City; and

WHEREAS, when firm banking arrangements have been made for the payment of principal of and interest to the stated maturity or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose and may not be included in or

considered to be an indebtedness of the City for the purpose of a limitation on outstanding indebtedness or taxation or for any other purpose; and

WHEREAS, BOKF, NA, Dallas, Texas and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, currently serve as the paying agents for the Refunded Obligations; and

WHEREAS, _____, _____, _____, which is not a depository bank of the City, is hereby appointed as the Escrow Agent (hereinafter defined) and Paying Agent/Registrar (hereinafter defined) for the general obligation refunding bonds; and

WHEREAS, the City Commission hereby finds and determines that the Refunded Obligations are scheduled to mature or are subject to being redeemed, not more than twenty (20) years from the date of the general obligation refunding bonds herein authorized; and

WHEREAS, the City Commission hereby finds and determines that the issuance of the refunding bonds will result in a net present value debt service loss of \$_____ and that the refunding contemplated in this Ordinance is necessary to restructure debt service for financing of necessary capital improvements of the City and that such benefit is sufficient consideration for the refunding of the Refunded Obligations; and

WHEREAS, the City Commission hereby finds and determines that the issuance of the general obligation refunding bonds for the purpose of refunding the Refunded Obligations is in the best interests of the residents of the City, now, therefore,

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

SECTION 1. Authorization – Designation – Principal Amount – Purpose. General obligation refunding bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount _____ THOUSAND AND NO/100 DOLLARS (\$ _____), to be designated and bear the title of “CITY OF SAN JUAN, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026” (the *Bonds*), for the purpose of providing funds for the (i) discharge and final payment of the Refunded Obligations and (ii) payment of the costs of issuance of the Bonds, all in conformity with the laws of the State of Texas, particularly Chapter 1207, as amended, Texas Government Code, this ordinance adopted by the City Commission on April 14, 2026, and the City’s Home Rule Charter.

SECTION 2. Fully Registered Obligations – Authorized Denominations – Stated Maturities – Interest Rates – Dated Date. The Bonds shall be issued as fully registered obligations, without coupons, shall be dated April 15, 2026 (the *Dated Date*), and shall be in denominations of \$5,000 or any integral multiple thereof, and the Bonds shall be lettered “R” and numbered consecutively from One (1) upward, and principal shall become due and payable on February 15 in each of the years and in principal amounts (the *Stated Maturities*) and bear interest on the unpaid principal amounts from the Closing Date (hereinafter defined) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity, at the per annum rates, while Outstanding (hereinafter defined), in accordance with the following schedule:

Years of Stated Maturity	Principal Amounts (\$)	Interest Rates (%)
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The Bonds shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on May 12, 2026), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 (each, an *Interest Payment Date*) of each year, commencing February 15, 2027, while the Bonds are Outstanding.

SECTION 3. Payment of Bonds - Paying Agent/Registrar.

The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of Stated Maturity or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Bonds shall be without exchange or collection charges to the Holder (as hereinafter defined) of the Bonds.

The selection and appointment of _____, _____, _____ (the *Paying Agent/Registrar*), to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The City covenants to maintain and provide a Paying Agent/Registrar at all times while the Bonds are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The City reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the City agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Bonds by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity or otherwise, shall be payable only to the registered owner of the Bonds appearing on the Security Register (the *Holder or Holders*) maintained on behalf of the City by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest on the Bonds, (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof or at the Bonds' Stated Maturity, and (iii) on any other date for any other purpose. The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office (provided, however, with respect to principal payments prior to the final Stated Maturity, the Bonds need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar). Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the last business day of the month next preceding an Interest Payment Date for the Bonds (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the Special Payment Date - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. No Redemption. The Bonds are not subject to redemption prior to Stated Maturity.

SECTION 5. Execution - Registration. The Bonds shall be executed on behalf of the City by its Mayor or Mayor Pro Tern under the seal of the City reproduced or impressed thereon and attested by its City Secretary. The signature of any of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who were, at the time of the Dated

Date, the proper officers of the City shall bind the City, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Bonds to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered and delivered.

SECTION 6. Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, transfer, or exchange of the Bonds shall at all times be kept and maintained by the City at the corporate trust office of the Paying Agent/Registrar, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds, or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the corporate trust office of the Paying Agent/Registrar, the City shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute, and the Paying Agent/Registrar shall register and deliver, the Bonds to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by United States registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered upon such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any fee, tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 17 in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 7. Initial Bond. The Bonds herein authorized shall be initially issued as either (i) a single fully registered Bond in the aggregate principal amount of \$ _____ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as one (1) fully registered Bond for each year of Stated Maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the *Initial Bond*), and the Initial Bond shall be registered in the name of the Purchasers or the designee thereof. The Initial Bond shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts bearing applicable interest rates, and shall be lettered “R” and numbered consecutively from one (1) upward for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8. Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the City or determined by the officers executing the Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise reproduced.

B Form of Definitive Bond.

REGISTERED
No. ____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America State of Texas
County of Hidalgo
CITY OF SAN JUAN, TEXAS
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2026

Dated Date Interest Rate Stated Maturity CUSIP No.

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

The City of San Juan, Texas (the *City*), a body corporate and a municipal corporation in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about May 12, 2026) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, until such Principal Amount has become due and payment thereof has been made or duly provided for to Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 (each, an Interest Payment Date) of each year, commencing February 15, 2027.

Principal of and premium, if any, on this Bond shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each interest payment date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ _____ (the *Bonds*) pursuant to an ordinance adopted by the governing body of the City

(the *Ordinance*), for the purpose of providing funds for the (i) discharge and final payment of the Refunded Obligations and (ii) payment of the costs of issuance of the Bonds, under and in strict conformity with the laws of the State of Texas, including Chapter 1207, as amended, Texas Government Code, and the City's Home Rule Charter.

As specified in the Ordinance, the Bonds are not subject to redemption prior to Stated Maturity.

The Bonds of this series are payable from the proceeds of an annual ad valorem tax levied upon all taxable property within the City within the limitations prescribed by law.

Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of the Bonds; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein have the same meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Bond as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity, and (iii) on any other date as the owner hereof for all other purposes, and neither the City nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* – which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice. It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to or in the issuance of this Bond in order to render the same a legal, valid, and binding obligation of the City have been performed, exist, and have been

done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Ordinance, and that the issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this Bond to be duly executed under its official seal.

CITY OF SAN JUAN, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

[The remainder of this page intentionally left blank]

C. *Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF PUBLIC ACCOUNTS §
§
§ REGISTER NO.
§

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____

Acting Comptroller of Public Accounts of
the State of Texas

(SEAL)

*NOTE TO PRINTER: Do not print on Definitive Bonds.

D. *Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Ordinance; the Bond or Bonds of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: _____, _____, _____, as
Paying Agent/Registrar

By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____ (Social Security or other identifying number): _____ the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

F. Form of Initial Bond. The Initial Bond shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Bond shall be modified as follows:

- (i) immediately under the name of the Bond the headings "Interest Rate" and "Stated Maturity" shall both be completed "as shown below";
- (ii) the first two paragraphs shall read as follows:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

The City of San Juan, Texas (the *City*), a body corporate and municipal corporation in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above stated to mature on the fifteenth day of February in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
-------------------------------------	-----------------------------------	-------------------------------

Years of
Stated Maturity

Principal
Amounts (\$)

Interest
Rates (%)

and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about May 12, 2026) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 (each, an Interest Payment Date) of each year, commencing February 15, 2027.

Principal of this Bond shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender to Stated Maturity, while Outstanding, at the corporate trust office of _____, _____, _____ (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

[END OF FORMS]

G. Insurance Legend. If bond insurance is obtained by the City or the Purchasers for the Bonds, the Definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the bond insurer to appear under the following header:

[BOND INSURANCE]

SECTION 9. Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 27 and 44 of this Ordinance have the meanings assigned to them in Sections 27 and 44 of this Ordinance, and all such terms, include the plural as well as the singular; (ii) all references in this Ordinance to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Officials* shall mean the Mayor, the Mayor Pro Tem, the City Manager, the Interim City Manager, the Finance Director, and/or the City Secretary or Acting City Secretary.

B. The term *Bond Fund* shall mean the special Fund created and established by the provisions of Section 10 of this Ordinance.

C. The term *Bonds* shall mean the \$_____ “CITY OF SAN JUAN, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026” authorized by this Ordinance.

D. The term *City or Issuer* shall mean the City of San Juan, located in Hidalgo County, Texas and, where appropriate, the City Commission of the City.

E. The term *Closing Date* shall mean the date of physical delivery of the Initial Bond in exchange for the payment of the agreed purchase price for the Bonds.

F. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

G. The term *Depository* shall mean an official depository bank of the City.

H. The term *Government Securities*, as used herein, shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

I. The term *Holder or Holders* shall mean the registered owner, whose name appears in the Security Register, for any Bond.

J. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being February 15 and August 15 in each year commencing February 15, 2027, while the Bonds are Outstanding.

K. The term *Ordinance* shall mean this ordinance adopted by the City Commission of the City on April 14, 2026.

L. The term *Outstanding* when used in this Ordinance with respect to Bonds shall mean, as of the date of determination, all Bonds issued and delivered under this Ordinance, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the City in accordance with the provisions of Section 23 of this Ordinance; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 17 of this Ordinance.

M. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 18 of this Ordinance.

N. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on February 15 of each year the Bonds are Outstanding, as set forth in Section 2 of this Ordinance.

SECTION 10. Bond Fund: Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment and retirement of the Bonds, there shall be and is hereby created a special fund to be designated “CITY OF SAN JUAN, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026 INTEREST AND SINKING FUND” (the *Bond Fund*), which fund shall be kept and maintained at the Depository, and money deposited in such fund shall be used for no other purpose and shall be maintained as provided in Section 21. Authorized Officials of the City are hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the purchase price or amount of principal of, premium, if any, and interest on the Bonds as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Bonds.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund created and established pursuant to the provisions of this Ordinance, at the option of the City, may be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in

indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such fund will be available at the proper time or times. All interest and income derived from deposits and investments in such fund shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11. Tax Levy. To provide for the payment of the Debt Service Requirements on the Bonds being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Bonds or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Bond Fund and are thereafter pledged to the payment of the Bonds. The City Commission hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the City.

SECTION 12. Deposits to Bond Fund: Surplus Bond Proceeds. The City hereby covenants and agrees to cause to be deposited in the Bond Fund prior to a principal and interest payment date for the Bonds, from the annual levy of an ad valorem tax or from other lawfully available funds, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of Stated Maturity.

Accrued interest, if any, received from the Purchasers of the Bonds, along with any taxes collected pertaining to the Refunded Obligations, after the Closing Date, shall be deposited to the Bond Fund. In addition, any surplus proceeds from the sale of the Bonds, including investment income thereon, not expended for authorized purposes shall be deposited in the Bond Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said fund from ad valorem taxes.

SECTION 13. Security of Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

SECTION 14. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the

event the City (a) defaults in the payments to be made to the Bond Fund or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 15. Notices to Holders; Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 16. Cancellation. All Bonds surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the City.

SECTION 17. Mutilated, Destroyed, Lost, and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond or payment in lieu thereof, under this Section, the City may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 18. Sale of Bonds - Authorization of Purchase Contract – Use of Bond Proceeds. The Bonds authorized by this Ordinance are hereby sold by the City to _____, _____, at a private placement (the *Purchasers*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of a Purchase and Investment Letter (the *Purchase Contract*), dated April 14, 2026, attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes, at the price of par, plus a reoffering premium of \$ _____ (including the Purchasers' compensation of \$ _____), and no accrued interest and is hereby approved and confirmed. The Initial Bond shall be registered in the name of _____. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the City. Any Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City and as the act and deed of this City Commission, and in regard to the approval and execution of the Purchase Contract, the City Commission hereby finds, determines and declares that the representations, warranties, and agreements of the City contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the City. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Purchase Contract.

SECTION 19. Escrow Deposit Letter Approval and Execution. The Escrow Deposit Letter dated as of April 14, 2026 to be effective upon the initial delivery of the Bonds to the Purchasers (the *Agreement*) between the City and _____, _____, _____ (the *Escrow Agent*), attached hereto as Exhibit C and incorporated herein by reference as a part of this Ordinance for all purposes, is hereby approved as to form and content, and such Agreement in substantially the form and substance attached hereto, together with such changes or revisions as may be necessary to accomplish the refunding or benefit the City, is hereby authorized to be executed by any Authorized Official on behalf of the City and as the act and deed of this City Commission; and such Agreement as executed by said officials shall be deemed approved by the City Commission and constitute the Agreement herein approved.

Furthermore, any Authorized Official, or any one or more of said officials, and Bond Counsel in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the Escrow Securities, if any, referenced in the Agreement and the initial delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "CITY OF SAN JUAN, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026 ESCROW FUND" (the *Escrow Fund*), including the execution of the subscription forms for the purchase and issuance of the "United States Treasury Securities - State and Local Government Series", if any, for deposit to the Escrow Fund; all as contemplated and provided by the provisions of the Act, this Ordinance, and the Agreement.

Immediately following the delivery of the Bonds, the proceeds of sale along with a cash contribution, if any, from the City (less certain costs of issuance, and accrued interest, if any, received from the Purchasers of the Bonds) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Agreement. The proceeds of sale of the Bonds not so deposited with the Escrow Agent for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance and deposited with the place of payment (of the Refunded Obligations) in an account in the name of the City and applied for the purposes of providing for the payment of the costs and expenses incurred in connection therewith or deposited in the Bond Fund for the Bonds, all in accordance with written instructions from the Authorized Officials. Amounts held in the interest and sinking fund of the Refunded Obligations and not used as part of the City's contribution to the Escrow Fund, if any, shall be deposited into the Bond Fund and used to pay principal on the Bonds.

Additionally, on or immediately prior to the date of the initial delivery of the Bonds to the Purchasers, an Authorized Official shall cause to be transferred any necessary funds in immediately available funds to the Escrow Agent from money on deposit in the interest and sinking fund(s) maintained for the payment of the Refunded Obligations certain fund(s) to accomplish the refunding of the Refunded Obligations.

SECTION 20. Redemption of Refunded Obligations. The Refunded Obligations referenced in the preamble hereof become subject to redemption prior to their stated maturities at the price of par, premium, if any, and accrued interest to the date of redemption. The Mayor or the City Secretary shall give written notice to the paying agent/registrars for the Refunded Obligations and the Escrow Agent that the Refunded Obligations have been called for redemption, and the City Commission orders that such obligations are called for redemption on the date set forth on Schedule I attached to this Ordinance, and such order to redeem the Refunded Obligations on such date shall be irrevocable upon the delivery of the Bonds. Copies of the notices of redemption pertaining to the Refunded Obligations are attached to this Ordinance as Exhibit D and are incorporated herein by reference for all purposes. The paying agent for the Refunded Obligations is authorized and instructed to provide notice of these redemptions to the holders of the Refunded Obligations in the form and manner described in the ordinances authorizing the issuance of the Refunded Obligations.

SECTION 21. Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

Closing Date means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

Computation Date has the meaning set forth in Section 1.148-1(b) of the Regulations.

Gross Proceeds means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

Investment has the meaning set forth in Section 1.148-1(b) of the Regulations.

Nonpurpose Investment means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

Rebate Amount has the meaning set forth in Section 1.148-1(b) of the Regulations.

Regulations means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Yield of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Bonds and the Certificates, combined as a single issue, has the meaning pursuant to Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption

from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent it will not cause the Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations) or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general application within the City or

D. No Private Loan. Except to the extent it will not cause the Bonds to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent it will not cause the Bonds to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action

which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Bond Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.1483(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

J. Bonds Not Hedge Bonds.

(1) At the time the original bonds refunded by the Bonds were issued, the City reasonably expects to spend at least 85% of the spendable proceeds of the Bonds within three years after such Bonds are issued.

(2) Not more than 50% of the proceeds of the original bonds refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

K. Qualified Current Refunding. The Bonds are issued, in part, to refund the Refunded Obligations, and the Bonds will be issued, and certain proceeds thereof used, within 90 days after the Closing Date for the redemption of the Refunded Obligations. In the issuance of the Bonds, the City has employed no "device" to obtain a material financial advantage (based on arbitrage), within the meaning of section 149(d)(4) of the Code, apart from savings attributable to lower interest rates. The City has complied with the covenants, representations, and warranties contained in the documents executed in connection with the issuance of the Refunded Obligations. Accordingly, the City expects to invest the Bond proceeds to be used to refund the Refunded Obligations without regard to Yield restrictions.

L. Elections. The City hereby directs and authorizes any Authorized Official, either or any combination of the foregoing, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds. Such elections shall be deemed to be made on the Closing Date.

M. Qualified Tax-Exempt Obligations. The City hereby designates the Bonds as qualified tax-exempt obligations for purposes of section 265(b) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) during the calendar year in which the Bonds are issued, the City (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Bonds, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; (b) the City reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year 2026 by the City (including any subordinate entities) will not exceed \$10,000,000; and (c) the City will take such action or refrain from such action as is necessary in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code.

SECTION 22. Control and Custody of Bonds. The Mayor shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney

General of the State of Texas and shall take and have charge and control of the Bonds pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Bonds to the Purchasers.

Furthermore, any Authorized Official, either or all, are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the City's financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bonds to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 23. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof on or prior to Stated Maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, at the Stated Maturity thereof. In the event of a defeasance of the Bonds, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. To the extent applicable, if at all, the City covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 21 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Bonds, such money was deposited and is held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

SECTION 24. Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Cantu Harden Montoya LLP, San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Bonds, said opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of said opinion on the reverse side of each of the Bonds, with appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City is hereby approved and authorized.

SECTION 25. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 26. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 27. Ordinance a Contract; Amendments – Outstanding Bonds. The City acknowledges that the covenants and obligations of the City herein contained are a material inducement to the purchase of the Bonds. This Ordinance shall constitute a contract with the Holders from time to time, shall be binding on the City and its successors and assigns, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided; however, that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 28. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, Bond Counsel, Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, Bond Counsel, the Paying Agent/Registrar, and the Holders.

SECTION 29. Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 30. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 31. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 32. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Commission hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 33. Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Commission.

SECTION 34. Authorization of Paying Agent/Registrar Agreement. The City Commission of the City hereby finds and determines that it is in the best interest of the City to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

SECTION 35. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 36. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 37. No Recourse Against City Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bond.

SECTION 38. Private Placement. The Bonds are being sold pursuant to a private placement with the Purchaser, in denominations of generally \$100,000 or any integral multiple of \$5,000 in excess thereof, to less than thirty-five sophisticated investors, and therefore SEC Rule 15c2-12 is not applicable to the offering of the Bonds. Accordingly, no contract to provide continuing disclosure information after the issuance of the Bonds has been made by the County with investors;

provided, however, the County hereby agrees to deliver to the Purchaser its audited financial statements upon written request of the Purchaser.

SECTION 39. Book-Entry Only System.

The Bonds may be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bonds described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The City and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit E (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that (a) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the City determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the City, or such depository's agent or designee, and if the City and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or

names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 40. Further Procedures. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Purchase Contract, and the Agreement. In addition, prior to the initial delivery of the Bonds, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 41. City's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the City hereby consents to and authorizes any Authorized Official, Bond Counsel to the City, and/or Financial Advisor to the City to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 42. Contracts with Financial Advisor. The City Commission authorized any Authorized Official, or their designee thereof, to take all actions necessary to execute any necessary financial advisory contracts with Hilltop Securities Inc., as the financial advisor to the City (the *Financial Advisor*). The City understands that under applicable federal securities laws and regulations that the City must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Bonds.

SECTION 43. Effective Date. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption,

notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

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PASSED, APPROVED, AND ADOPTED on the 14th day of April, 2026.

CITY OF SAN JUAN, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

INDEX TO SCHEDULE AND EXHIBITS

Schedule I	Table of Refunded Obligations
Exhibit A.....	Paying Agent/Registrar Agreement
Exhibit B	Purchase Contract
Exhibit C	Escrow Deposit Letter
Exhibit D.....	Notices of Redemption
Exhibit E.....	DTC Letter of Representations

SCHEDULE I

Refunded Obligations

1. City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2015, dated October 15, 2015, in the original principal amount of \$4,205,000 stated to mature on February 15 in each of the years 2027 through 2035, in the aggregate principal amount of \$3,000,000, to be redeemed on May 12, 2026.
2. City of San Juan, Texas General Obligation Refunding Bonds, Series 2016, dated December 1, 2016, in the original principal amount of \$7,185,000 stated to mature on February 15 in each of the years 2027 and 2032, in the aggregate principal amount of \$2,875,000, to be redeemed on May 12, 2026.

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. __

EXHIBIT B

Purchase Contract

See Tab No. __

EXHIBIT C

Escrow Deposit Letter

See Tab No. __

EXHIBIT D

Notices of Redemption

See Tab No. __

EXHIBIT E

DTC Letter of Representations

See Tab No. __

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Hold a Public Hearing and Consider the First Reading of an Ordinance Amending the Budget for the 2025-2026 Fiscal Year by Providing Additional Appropriation to the General Fund, Solid Waste, Storm Water and Utility Fund. [Maria L. Beltran, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

The Ordinance Amends the 2025-2026 Budget Ordinance by Providing \$943,316 in Additional Appropriation to the General Fund. The Additional Appropriations Will be Funded From the Fund Balance.

The Ordinance also provides \$196,469 in additional appropriation to the Solid Waste Fund. The Additional Appropriations Will be Funded From the Retained Earnings.

The Ordinance also provides \$2,471 to the Storm Water Fund. The Additional Appropriations Will be Funded From the Retained Earnings.

The Ordinance also provides \$891,306 in additional appropriation to the Utility Fund. The Additional Appropriation Will be Funded From the Retained Earnings Balance.

GENERAL FUND

FUNDING SOURCE

Fund Balance \$930,566

APPROPRIATIONS

City Manager	\$71,231
City Secretary	2,023
Municipal Court	2,671
Finance	3,935
Planning	6,494
Police	458,531
Fire	62,277
Streets	4,115
Central Garage	1,903
Parks & Recreation	107,973
Building Maintenance	68,018
Library	3,055
Human Resources	3,148
Information Tech.	134,364
Animal Control	828
	<hr/>
	\$930,566

SOLID WASTE FUND

FUNDING SOURCE
Retained Earnings \$196,469

APPROPRIATIONS
Sanitation 196,469
\$196,469

STORM WATER FUND
FUNDING SOURCE
Retained Earnings \$2,471

APPROPRIATIONS
Storm Water 2,471
\$2,471

UTILITY FUND
FUNDING SOURCE
Retained Earnings \$891,306

APPROPRIATIONS
Utility Billing & Collection 3,483
Utility Administration 3,748
Water Plant 484,126
Water Distribution 12,912
Sewer Collection 264,384
Sewer Plant 122,653
\$891,306

RECOMMENDATION:

Staff Recommends Approving the Ordinance Amending the Budget for the 2025–2026 Fiscal Year by Providing Additional Appropriations to the General Fund, Solid Waste Fund, Stormwater and Utility Fund.

PREPARED BY:
Maria Beltran,
Director of Finance

APPROVED BY:
Ruben Guajardo, City
Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE 2025-2026 FISCAL YEAR BY APPROPRIATING TO THE **GENERAL FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **\$930,566** FOR ADDITIONAL EXPENDITURES FROM FUND BALANCE, TO THE **SOLID WASTE FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **\$196,469** FOR ADDITIONAL EXPENSES FROM RETAINED EARNINGS, THE **STORMWATER FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **\$2,471** FOR ADDITIONAL EXPENSES FROM RETAINED EARNINGS, TO THE **UTILITY FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **\$891,306** FOR ADDITIONAL EXPENSES FROM RETAINED EARNINGS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

SECTION I. The **GENERAL FUND** budget appropriations of the City of San Juan for the Fiscal Year 2025-2026 is hereby amended in the sum of NINE HUNDRED FORTY-THREE THOUSAND THREE HUNDRED SIXTEEN AND NO/100 DOLLARS (**\$930,566**) in appropriations from fund balance for payment of operating expenditures.

The appropriations to be appropriated are as follows:

SEVENTY-ONE THOUSAND TWO HUNDRED THIRTY-ONE AND NO/100 DOLLARS (**\$71,231**) for the Department of **CITY MANAGER**; TWO THOUSAND TWENTY-THREE AND NO/100 DOLLARS (**\$2,023**) for the Department of **CITY SECRETARY**; TWO THOUSAND SIX HUNDRED SEVENTY-ONE AND NO/100 DOLLARS (**\$2,671**) for the **MUNICIPAL COURT**; THREE THOUSAND NINE HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (**\$3,935**) for the Department of **FINANCE**; SIX THOUSAND FOUR HUNDRED NINETY-FOUR AND NO/100 DOLLARS (**\$6,494**) for the Department of **PLANNING**; FOUR HUNDRED FIFTY-EIGHT THOUSAND FIVE HUNDRED THIRTY-ONE AND NO/100 DOLLARS (**\$458,531**) for the **POLICE** Department; SIXTY-TWO THOUSAND TWO HUNDRED SEVENTY-SEVEN AND NO/100 DOLLARS (**\$62,277**) for the **FIRE** Department; FOUR THOUSAND ONE HUNDRED FIFTEEN AND NO/100 DOLLARS (**\$4,115**) for the Division of **STREETS & ALLEYS**; ONE THOUSAND NINE HUNDRED THREE AND NO/100 DOLLARS (**\$1,903**) for the Division of **CENTRAL GARAGE**; ONE HUNDRED SEVEN THOUSAND NINE HUNDRED SEVENTY-THREE AND NO/100 DOLLARS (**\$107,973**) for the Department **PARKS AND RECREATION**; SIXTY EIGHT THOUSAND AND NO/100 DOLLARS (**\$68,018**) for the Department of **BUILDING MAINTENANCE**; THREE THOUSAND FIFTY-FIVE AND NO/100 DOLLARS (**\$3,055**) for the Department of **LIBRARY**; THREE THOUSAND ONE HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (**\$3,148**) for the Department of **HUMAN RESOURCES**; ONE HUNDRED THIRTY-FOUR THOUSAND THREE HUNDRED SIXTY-FOUR AND NO/100 DOLLARS (**\$134,364**) for the Department of **INFORMATION TECHNOLOGY**; EIGHT HUNDRED TWENTY-EIGHT NO/100 DOLLARS (**\$828**) for the Department of **ANIMAL CONTR.**

SECTION II. The **SOLID WASTE FUND** budget appropriations of the City of San Juan for the Fiscal Year 2025-2026 is hereby amended in the sum of ONE HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED SIXTY-NINE AND NO/100 DOLLARS (**\$196,469**) in appropriations from Unreserved Retained Earnings for operating expenses.

SECTION III. The **STORMWATER FUND** budget appropriations of the City of San Juan for the Fiscal Year 2025-2026 is hereby amended in the sum of TWO THOUSAND FOUR HUNDRED SEVENTY-ONE AND NO/100 DOLLARS (**\$2,471**) in appropriations from Unreserved Retained Earnings for operating expenses.

SECTION IV. The **UTILITY FUND** budget appropriations of the City of San Juan for the Fiscal Year 2025-2026 is hereby amended in the sum of EIGHT HUNDRED NINETY-ONE THOUSAND THREE HUNDRED SIX AND NO/100 DOLLARS (**\$891,306**) in appropriations from Unreserved Retained Earnings for operating expenses.

The appropriations to be appropriated are as follows:

THREE THOUSAND FOUR HUNDRED EIGHTY-THREE AND NO/100 DOLLARS (**\$3,483**) for the Department of the **UTILITY BILLING AND COLLECTION**; THREE THOUSAND SEVEN HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (**\$3,748**) for the Department of **UTILITY ADMINISTRATION**; FOUR HUNDRED EIGHTY-FOUR THOUSAND ONE HUNDRED TWENTY-SIX AND NO/100 DOLLARS (**\$484,126**) for the Department of the **WATER PLANT** Department; TWELVE THOUSAND NINE HUNDRED TWELVE AND NO/100 DOLLARS (**\$12,912**) for the Department of the **WATER DISTRIBUTION**; TWO HUNDRED SIXTY-FOUR THOUSAND THREE HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (**\$264,384**) for the Department of the **SEWER COLLECTION**; ONE HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED FIFTY-THREE AND NO/100 DOLLARS (**\$122,653**) for the Department of the **SEWER PLAN**.

SECTION V. The Director of Finance is hereby instructed to amend the appropriate line items in the budget for Fiscal Year 2025-2026 to take into consideration the expenditures appropriated hereby.

SECTION VI. REPEALER CLAUSE. This Ordinance shall be cumulative of all other ordinances dealing with the same subject any provision of any ordinance in direct conflict with any provision of the 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.

SECTION VII. SEVERABILITY CLAUSE. 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 the 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 VIII. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication according to law.

READ, CONSIDERED, PASSED AND APPROVED 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 V.T.C.A., Government Code, Section 551.041, on the **14TH** day of **April**, **2026**.

CITY OF SAN JUAN, TEXAS

READ, CONSIDERED, PASSED AND APPROVED 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 V.T.C.A., Government Code, Section 551.041, on the ____ day of **April**, **2026**.

BY: _____
Mario Garza, Mayor

ATTEST:

BY: _____
Brenda Escalante, City Secretary



CITY OF SAN JUAN BUDGET AMENDMENT FY 2025-2026

Budget Adjustment No. _____

(Assigned by Fin. Dept)

Fund Name: General Fund
Dept. Name: All Departments

Account Number	Description	Original Budget	Adjustment Budget	Increase	Decrease	Current Budget
REVENUES						
		-	-	-		-
TOTAL REVENUES						
		-	-	-	-	-

EXPENDITURES						
10-410.1030	Salaries of employees	282,636	282,636	920		283,556
10-420.1030	Salaries of employees	176,114	176,114	1,707		177,821
10-430.1030	Salaries of employees	231,654	231,654	2,278		233,932
10-440.1030	Salaries of employees	410,921	410,921	3,198		414,119
10-450.1030	Salaries of employees	570,640	570,640	5,466		576,106
10-460.1030	Salaries of employees	3,541,932	3,541,932	7,824		3,549,756
10-470.1030	Salaries of employees	1,725,203	1,725,203	1,869		1,727,072
10-480.1030	Salaries of employees	368,480	368,480	3,304		371,784
10-490.1030	Salaries of employees	158,795	158,795	1,557		160,352
10-500.1030	Salaries of employees	719,110	719,110	6,279		725,389
10-520.1030	Salaries of employees	332,087	332,087	2,961		335,048
10-530.1030	Salaries of employees	262,682	262,682	2,575		265,257
10-570.1030	Salaries of employees	272,700	272,700	2,657		275,357
10-580.1030	Salaries of employees	484,897	484,897	4,734		489,631
10-602.1030	Salaries of employees	71,365	71,365	666		72,031
	Fund Balance				47,995	(47,995)

TOTALS EXPEDITURES	9,609,216	9,609,216	47,995	47,995	9,609,216
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JUSTIFICATION: _____

Amend FYE 2025-2026 Budget, additional appropriation of 1% cost of living to the employee salaries for all general fund departments. Only 2% was budgeted when it should had been a total of 3%.

Maria L. Beltran

REQUESTED BY
Department Director (Print)

DATE

DEPT. DIRECTOR
Department Director (Signature)

DATE

APPROVED BY
City Manager (Budget Officer)

DATE

REVIEWED BY
(Finance Department)

DATE



CITY OF SAN JUAN BUDGET AMENDMENT FY 2025-2026

Budget Adjustment No. _____

(Assigned by Fin. Dept)

Fund Name: General Fund
Dept. Name: All Departments

Account Number	Description	Original Budget	Adjustment Budget	Increase	Decrease	Current Budget
REVENUES						
		-	-	-		-
TOTAL REVENUES		-	-	-	-	-

EXPENDITURES						
10-410.2110	Workers Compensation	1,179	1,179	4		1,183
10-420.2110	Workers Compensation	717	717	7		724
10-430.2110	Workers Compensation	958	958	9		967
10-440.2110	Workers Compensation	1,671	1,671	16		1,687
10-450.2110	Workers Compensation	4,201	4,201	40		4,241
10-460.2110	Workers Compensation	158,216	158,216	123		158,339
10-470.2110	Workers Compensation	93,616	93,616	70		93,686
10-480.2110	Workers Compensation	24,010	24,010	215		24,225
10-490.2110	Workers Compensation	6,654	6,654	65		6,719
10-500.2110	Workers Compensation	37,295	37,295	214		37,509
10-520.2110	Workers Compensation	17,953	17,953	163		18,116
10-530.2110	Workers Compensation	1,390	1,390	14		1,404
10-570.2110	Workers Compensation	1,107	1,107	11		1,118
10-580.2110	Workers Compensation	2,017	2,017	19		2,036
10-602.2110	Workers Compensation	4,841	4,841	42		4,883
	Fund Balance				1,012	(1,012)

TOTALS EXPEDITURES	355,825	355,825	1,012	1,012	355,825
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JUSTIFICATION: _____

Amend FYE 2025-2026 Budget, additional appropriation of 1% cost of living to the workers compensation for all general fund departments. Only 2% was budgeted when it should had been a total of 3%.

Maria L. Beltran
REQUESTED BY _____ DATE _____
Department Director (Print)

DEPT. DIRECTOR _____ DATE _____
Department Director (Signature)

APPROVED BY _____ DATE _____
City Manager (Budget Officer)

REVIEWED BY _____ DATE _____
(Finance Department)



**CITY OF SAN JUAN
BUDGET AMENDMENT
FY 2025-2026**

Budget Adjustment No. _____
(Assigned by Fin. Dept)

Fund Name: General Fund
Dept. Name: All Departments

Account Number	Description	Original Budget	Adjustment Budget	Increase	Decrease	Current Budget
REVENUES						
		-	-	-		-
TOTAL REVENUES		-	-	-	-	-

EXPENDITURES						
10-410.2080	Employee Retirement	30,011	30,011	96		30,107
10-420.2080	Employee Retirement	18,233	18,233	178		18,411
10-430.2080	Employee Retirement	24,446	24,446	238		24,684
10-440.2080	Employee Retirement	42,494	42,494	416		42,910
10-450.2080	Employee Retirement	26,816	26,816	570		27,386
10-460.2080	Employee Retirement	173,843	173,843	816		174,659
10-470.2080	Employee Retirement	89,513	89,513	195		89,708
10-480.2080	Employee Retirement	16,535	16,535	344		16,879
10-490.2080	Employee Retirement	7,147	7,147	162		7,309
10-500.2080	Employee Retirement	33,131	33,131	655		33,786
10-520.2080	Employee Retirement	15,100	15,100	309		15,409
10-530.2080	Employee Retirement	11,821	11,821	269		12,090
10-570.2080	Employee Retirement	12,178	12,178	277		12,455
10-580.2080	Employee Retirement	22,086	22,086	494		22,580
10-602.2080	Employee Retirement	3,407	3,407	69		3,476
	Fund Balance				5,088	(4,160)

TOTALS EXPEDITURES 411,577 411,577 5,088 5,088 411,577

JUSTIFICATION: _____

Amend FYE 2025-2026 Budget, additional appropriation of 1% cost of living to the employee retirement for all general fund departments. Only 2% was budgeted when it should had been a total of 3%.

 Maria L. Beltran
 REQUESTED BY DATE
 Department Director (Print)

 DEPT. DIRECTOR DATE
 Department Director (Signature)

 APPROVED BY DATE
 City Manager (Budget Officer)

 REVIEWED BY DATE
 (Finance Department)



CITY OF SAN JUAN BUDGET AMENDMENT FY 2025-2026

Budget Adjustment No. _____

(Assigned by Fin. Dept)

Fund Name: General Fund
Dept. Name: All Departments

Account Number	Description	Original Budget	Adjustment Budget	Increase	Decrease	Current Budget
REVENUES						
		-	-	-		-
TOTAL REVENUES		-	-	-	-	-

EXPENDITURES						
10-410.2060	Social Security Tax	22,014	22,014	70		22,084
10-420.2060	Social Security Tax	13,526	13,526	131		13,657
10-430.2060	Social Security Tax	17,876	17,876	146		18,022
10-440.2060	Social Security Tax	31,473	31,473	305		31,778
10-450.2060	Social Security Tax	43,844	43,844	418		44,262
10-460.2060	Social Security Tax	296,190	296,190	597		296,787
10-470.2060	Social Security Tax	153,139	153,139	143		153,282
10-480.2060	Social Security Tax	28,250	28,250	252		28,502
10-490.2060	Social Security Tax	12,177	12,177	119		12,296
10-500.2060	Social Security Tax	83,653	83,653	480		84,133
10-520.2060	Social Security Tax	26,614	26,614	226		26,840
10-530.2060	Social Security Tax	20,141	20,141	197		20,338
10-570.2060	Social Security Tax	20,881	20,881	203		21,084
10-580.2060	Social Security Tax	37,763	37,763	362		38,125
10-602.2060	Social Security Tax	5,804	5,804	51		5,855
	Fund Balance				3,700	(3,700)

TOTALS EXPEDITURES	813,345	813,345	3,700	3,700	813,345
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JUSTIFICATION: _____

Amend FYE 2025-2026 Budget, additional appropriation of 1% cost of living to the social security tax for all general fund departments. Only 2% was budgeted when it should had been a total of 3%.

Maria L. Beltran

 REQUESTED BY DATE
 Department Director (Print)

 DEPT. DIRECTOR DATE
 Department Director (Signature)

 APPROVED BY DATE
 City Manager (Budget Officer)

 REVIEWED BY DATE
 (Finance Department)



CITY OF SAN JUAN BUDGET AMENDMENT FY 2025-2026

Budget Adjustment No. _____
(Assigned by Fin. Dept)

Fund Name: General
Dept. Name: City Manager

Account Number	Description	Original Budget	Adjustment Budget	Increase	Decrease	Current Budget
REVENUES						
		-	-	-		-
TOTAL REVENUES						
		-	-	-	-	-

EXPENDITURES						
10-410.1040	Overtime	100	100	200		300
10-410.2080	Retirement	30,011	30,011	9		30,020
10-410.2060	Social Security	22,014	22,014	15		22,029
10-410.2110	Workers Comp	1,179	1,179	1		1,180
10-410.3499	Other Pro & Para Pro Service	30,000	30,000	65,116		95,116
10-410.5500	Travel and Training	5,500	5,500	4,000		9,500
10-410.6140	Office Supplies	650	650	300		950
10-410.6250	Food, Ice and Bottled Water	500	500	500		1,000
	Fund Balance				70,141	(70,141)
TOTALS EXPEDITURES		89,954	89,954	70,141	70,141	89,954

JUSTIFICATION: _____

1040: To cover for personnel attending city commission meetings & other related meetings or events.

2080, 2060 & 2110: Additional appropriation deduction (benefits) to align with the overtime requested.

3499: To cover expenses not originally budgeted for consulting services: Hollis Rutledge & Associates Inc. (\$24,000) and Talk Less More Action, LLC (\$41,116)

5500: To cover training expenses for City Manager and Purchasing Agent; travel was not taken into consideration due to filled and transferred position.

6140: To cover office supplies for personnel; were not taken into consideration due to transferred position of Purchasing Agent.

6250: To cover expense for water & soft drinks for all meetings held at the city manager's conference room.

Ruben Guajardo
REQUESTED BY DATE
Department Director (Print)

DEPT. DIRECTOR DATE
Department Director (Signature)

APPROVED BY DATE
City Manager (Budget Officer)

Maria L. Beltran
REVIEWED BY DATE
(Department of Finance)



CITY OF SAN JUAN BUDGET AMENDMENT FY 2025-2026

Budget Adjustment No. _____

Fund Name: General Fund

(Assigned by Fin. Dept)

Dept. Name: Parks & Recreation

Account Number	Description	Original Budget	Adjustment Budget	Increase	Decrease	Current Budget
REVENUES						
		-	-	-		-
TOTAL REVENUES		-	-	-	-	-

EXPENDITURES						
10-500.1040	Overtime	23,400	23,400	21,500		44,900
10-500.2080	Employee Retirement	33,131	33,131	965		34,096
10-500.2060	Social Security	83,653	83,653	1,645		85,298
10-500.2110	Workers Compensation	37,295	37,295	735		38,030
10-500.4630	Other Structures & Improvements	38,646	38,806	12,500		51,306
10-500.4640	Repairs & Maintenance	31,353	31,353	5,500		36,853
10-500.6120	Office Equipment	10,450	10,936	3,000		13,936
10-500.6170	Mds. & Consumables	16,577	17,268	2,500		19,768
10-500.6200	Tires & Tubes	1,000	1,000	2,000		3,000
10-500.6210	Agricultural & Landscaping	2,500	2,500	1,000		3,500
10-500.6250	Food, Ice & Bottled Water	600	724	500		1,224
10-500.6265	Safety Supplies	3,500	3,500	1,500		5,000
10-500.9903	Soccer Programs	16,849	16,849	5,500		22,349
10-500.9905	Basketball	22,200	22,200	1,500		23,700
10-500.9911	City Events	62,000	62,948	40,000		102,948
	Fund Balance				100,345	(100,345)

TOTALS EXPENDITURES 383,154 385,563 100,345 100,345 385,563

JUSTIFICATION:

- 1040: Currently negative \$2,300 last year we spent between April-Sept. \$19,554.
- 2080, 2060 and 2110: Additional appropriation deduction (benefits) to align with the overtime requested.
- 4630: Pending upgrades to install flag poles to new SJPR park \$4,350 x 2 poles, foul ball poles \$3,00 , logos on scoreboards \$940.
- 4640: Pending new flags \$1,000 and supplies for upkeep of the parks for the next 6 months.
- 6120: Pending custom book shelf \$1,900 and tv for conference room at the new Parks & Recreation Facility.
- 6170: Pony season until June, this summer we plan on opening concession all summer at new Parks & Recreation Facility.
- 6200: Pk335, Pk311, Pk330 units need new tires.
- 6210: Pending re-mulching of parks playgrounds, and fertilizer for soccer fields at Municipal Park.
- 6250: TAAF meeting to be hosted by San Juan Parks & Recreation in May.
- 6265: Unexpected expense of AED for new parks & recreation facility currently \$2,000 short now for ice packs, safety supplies for summer programs.
- 9903: Currently negative \$3,000 and pending to pay \$1,850 for trophies and pending to pay security guard services.
- 9905: Currently negative \$1,300 pending security guard invoice.
- 9911: Projected expenses of about \$75,000 for July 4th celebration.

Patrick Willingham

 REQUESTED BY DATE
 Department Director (Print)

 DEPT. DIRECTOR DATE
 Department Director (Signature)

 APPROVED BY DATE
 City Manager (Budget Officer)

 REVIEWED BY DATE
 (Finance Department)



**CITY OF SAN JUAN
BUDGET AMENDMENT
FY 2025-2026**

Budget Adjustment No. _____

Fund Name: General Fund
Dept. Name: Building Maintenance

(Assigned by Fin. Dept)

Account Number	Description	Original Budget	Adjustment Budget	Increase	Decrease	Current Budget
REVENUES						
		-	-	-		-
						-
TOTAL REVENUES		-	-	-	-	-

EXPENDITURES						
10-520.1040	Overtime	5,220	5,220	8,300		13,520
10-520.2080	Employee Retirement	15,100	15,100	866		15,966
10-520.2060	Social Security	26,614	26,614	635		27,249
10-520.2110	Workers Compensation	17,953	17,953	458		18,411
10-520.4610	Buildings Repair & Maintenance	45,000	59,353	40,000		99,353
10-520.4640	Repair & Maintenance	20,000	23,947	5,500		29,447
10-520.6200	Tires & Tubes	700	700	600		1,300
10-520.6260	Household Institutional	13,793	13,793	8,000		21,793
	Fund Balance				64,359	(64,359)

TOTALS EXPEDITURES 144,380 162,680 64,359 64,359 162,680

JUSTIFICATION:

1040: Currently negative \$2,000 and last year we spent \$6,229 between April - September.

2080, 2060 & 2110: Additional appropriation deduction (benefits) to align with the overtime requested.

4610 : Pending \$10,000 A/C minisplit for IT, PD storage roof repair \$6,800, A/C minisplit PD \$4,500 , Library plumbing repairs on or about \$3,000 (quote has not been received).

4640: Repair and maintenance supplies to help fulfill work orders for the next 5 months.

6200: PK344 units needs new tires aprox \$600

6260: We spend approximately per month \$1,300 in paper products. We have 6 months left, currently have \$12 left in the account.

Patrick Willingham

REQUESTED BY DATE
Department Director (Print)

DEPT. DIRECTOR DATE
Department Director (Signature)

APPROVED BY DATE
City Manager (Budget Officer)

REVIEWED BY DATE
(Finance Department)



**CITY OF SAN JUAN
BUDGET AMENDMENT
FY 2025-2026**

Budget Adjustment No. _____
(Assigned by Fin. Dept)

Fund Name: Solid Waste
Dept. Name: Sanitation

Account Number	Description	Original Budget	Adjustment Budget	Increase	Decrease	Current Budget
REVENUES						
		-	-	-		-
						-
TOTAL REVENUES		-	-	-	-	-

EXPENDITURES						
22-700.1030	Salaries of employees	1,431,578	1,431,578	13,225		1,444,803
22-700.2060	Social Security Tax	109,649	109,649	1,063		110,712
22-700.2110	Workers Compensation	74,327	74,327	731		75,058
22-700.2080	Employee Retirement	148,764	148,764	1,450		150,214
	Fund Balance				16,469	(16,469)

TOTALS EXPEDITURES 1,764,318 1,764,318 16,469 16,469 1,764,318

JUSTIFICATION:

Amend FYE 2025-2026 Budget, additional appropriations of 1% cost of living to the salaries, social security tax, workers compensation and employee retirement. Only 2% was budgeted when it should had been a total of 3%.

Maria L. Beltran
REQUESTED BY DATE
Department Director (Print)

DEPT. DIRECTOR DATE
Department Director (Signature)

APPROVED BY DATE
City Manager (Budget Officer)

REVIEWED BY DATE
(Finance Department)



**CITY OF SAN JUAN
BUDGET AMENDMENT
FY 2025-2026**

Budget Adjustment No. _____

(Assigned by Fin. Dept)

Fund Name: Storm Water
 Dept. Name: Storm Water

Account Number	Description	Original Budget	Adjustment Budget	Increase	Decrease	Current Budget
REVENUES						
		-	-	-		-
						-
TOTAL REVENUES		-	-	-	-	-

EXPENDITURES						
55-601.1030	Salaries of employees	202,231	202,231	1,983		204,214
55-601.2060	Social Security Tax	15,501	15,501	152		15,653
55-601.2110	Workers Compensation	13,212	13,212	129		13,341
55-601.2080	Employee Retirement	21,135	21,135	207		21,342
	Fund Balance				2,471	(2,471)

TOTALS EXPEDITURES 252,079 252,079 2,471 2,471 252,079

JUSTIFICATION: _____

Amend FYE 2025-2026 Budget, additional appropriations of 1% cost of living to the salaries, social security tax, workers compensation and employee retirement. Only 2% was budgeted when it should had been a total of 3%.

 Maria L. Beltran
 REQUESTED BY DATE
 Department Director (Print)

 DEPT. DIRECTOR DATE
 Department Director (Signature)

 APPROVED BY DATE
 City Manager (Budget Officer)

 REVIEWED BY DATE
 (Finance Department)



**CITY OF SAN JUAN
BUDGET AMENDMENT
FY 2025-2026**

Budget Adjustment No. _____

(Assigned by Fin. Dept)

Fund Name: Utilities
Dept. Name: All Departments

Account Number	Description	Original Budget	Adjustment Budget	Increase	Decrease	Current Budget
REVENUES						
		-	-	-		-
TOTAL REVENUES		-	-	-	-	-

EXPENDITURES						
56-441.1030	Salaries of employees	300,881	300,881	2,884		303,765
56-451.1030	Salaries of employees	231,102	231,102	2,255		233,357
56-600.1030	Salaries of employees	433,934	433,934	4,082		438,016
56-610.1030	Salaries of employees	254,226	254,226	2,375		256,601
56-620.1030	Salaries of employees	291,164	291,164	2,761		293,925
56-630.1030	Salaries of employees	230,977	230,977	2,164		233,141
56-441.2060	Social Security Tax	23,170	23,170	221		23,391
56-451.2060	Social Security Tax	17,794	17,794	173		17,967
56-600.2060	Social Security Tax	34,038	34,038	312		34,350
56-610.2060	Social Security Tax	20,978	20,978	182		21,160
56-620.2060	Social Security Tax	24,569	24,569	211		24,780
56-630.2060	Social Security Tax	18,587	18,587	166		18,753
56-441.2110	Workers Compensation	8,186	8,186	77		8,263
56-451.2110	Workers Compensation	8,732	8,732	85		8,817
56-600.2110	Workers Compensation	19,932	19,932	183		20,115
56-610.2110	Workers Compensation	12,295	12,295	107		12,402
56-620.2110	Workers Compensation	14,452	14,452	124		14,576
56-630.2110	Workers Compensation	10,934	10,934	97		11,031
56-441.2080	Employee Retirement	31,277	31,277	301		31,578
56-451.2080	Employee Retirement	24,156	24,156	235		24,391
56-600.2080	Employee Retirement	46,198	46,198	426		46,624
56-610.2080	Employee Retirement	28,498	28,498	248		28,746
56-620.2080	Employee Retirement	33,497	33,497	288		33,785
56-630.2080	Employee Retirement	25,343	25,343	226		25,569
	Retained Earnings				20,183	(20,183)
TOTALS EXPEDITURES		2,144,920	2,144,920	20,183	20,183	2,144,920

JUSTIFICATION:

Amend FYE 2025-2026 Budget, additional appropriations of 1% cost of living to the salaries, social security tax, workers compensation and employee retirement to the all the utilities department. Only 2% was budgeted when it should had been a total of 3%.

Maria L. Beltran

 REQUESTED BY DATE
 Department Director (Print)

 DEPT. DIRECTOR DATE
 Department Director (Signature)

 APPROVED BY DATE
 City Manager (Budget Officer)

 REVIEWED BY DATE
 (Finance Department)

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Consider the Removal, Appointment, or Reappointment of Member(s) to the Keep San Juan Beautiful Board. [Brenda Escalante, City Secretary]

STAFF COMMENTS AND RECOMMENDATIONS:

Please consider the removal, appointment, or reappointment of two members to the Keep San Juan Beautiful Board to replace Scott Leal and Jelet Martinez.

RECOMMENDATION:

Approve as recommended by the City Commission.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Ruben Guajardo, City
Manager



City of San Juan

Application for Appointment

RECEIVED
APR 07 2026
BY: Brenda E.

Date: 4-7-26

Board / Commission / Committee: Keep San Juan Beautiful

Name: Thelma Bermea

Mailing Address: 2016 Olmitos Ave

Preferred Phone and Fax: (956) 407-9603

Employer: Rock N Thrift

Occupation: Sales

Email Address: tbermea1@yahoo.com

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

Are you a City of San Juan resident? Yes No How long? 10 years

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

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

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

List of professional or social membership(s)

I did work for Desperado H-D as a manager and I sat on their meetings. I belong to San Juan's small business owners group.

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

This is the experience I am waiting to acquire. It is time for the common resident to sit in any board in the City of San Juan. THANK YOU!

Application will be kept on file for two (2) years: thereafter applicants must reapply. Applications may be faxed (956) 787-5978, mailed to the City Secretary (512 S. Nebraska, San Juan, TX 78589) or emailed to City Secretary Brenda Escalante at: bescalante@sitx.us



City of San Juan

Application for Appointment

RECEIVED
APR 07 2026
BY: Brenda E.

Date: 04/07/2026

Board / Commission / Committee: Keep San Juan Beautiful

Name: Roberto Carlos Ortiz

Mailing Address: 2215 Fresno St.

Preferred Phone and Fax: (956)884-1643

Employer: Magic Valley Electric Coop

Occupation: GIS Manager

Email Address: rortiz9931@gmail.com

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

Are you a City of San Juan resident? Yes No How long? 25 years

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

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

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

List of professional or social membership(s)

Associates Degree in Business Administration,
currently pursuing a Bachelors Degree in
Organizational Leadership

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

Employer committees experience only.

Application will be kept on file for two (2) years: thereafter applicants must reapply. Applications may be faxed (956) 787-5978, mailed to the City Secretary (512 S. Nebraska, San Juan, TX 78589) or emailed to City Secretary Brenda Escalante at: bescalante@sjtx.us

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Consider Resolution to Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC), the City of San Juan and 316 Investments, LP. for the Black Hills Estates II Subdivision. [Monica Gomez, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The proposed property lies within the service area of the North Alamo Water Supply Corporation (NAWSC). As a requirement, NAWSC mandates that an agreement be executed among the Corporation, the City of San Juan, and 316 Investments, LP, along with an accompanying Resolution, prior to authorizing the installation of fire hydrants and water lines for the proposed Black Hills Estates II Subdivision.

The property is located approximately one-quarter mile west of Cesar Chavez Road, along the south side of Sioux Road.

The format of the agreement is consistent with similar agreements previously approved by the City Commission in recent years.

RECOMMENDATION:

Staff recommends approval of the Resolution to Approve the Waterline Access Agreement as presented.

PREPARED BY:

Monica Gomez,
Interim Director of
Planning

APPROVED BY:

Ruben Guajardo, City
Manager

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

FRYER & HANSEN, PLLC

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

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

March 9, 2026

Ruben Guajardo, City Manager
City of San Juan
709 S. Nebraska Avenue
San Juan, Texas 78589

Via U.S. Postal Service

RE: *Waterline Access Agreement - North Alamo Water Supply Corporation, City of San Juan and 316 Investments, LP - Black Hills Estates II Subdivision*

Dear Mr. Guajardo:

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

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

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

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

Respectfully,

Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosure

STATE OF TEXAS

§
§
§
§
§

**BETWEEN:
NORTH ALAMO WATER SUPPLY
CORPORATION AND CITY OF SAN
JUAN**

COUNTY OF HIDALGO

**WATERLINE ACCESS AGREEMENT
(with City)**

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

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

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

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

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

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

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

WHEREAS, 316 Investments, LP ("Owner") is constructing a subdivision on the property described in **Exhibit "A"**, Black Hills Estates II Subdivision (the "**Subdivision**") and the City requires fire protection for the Subdivision as part of the Subdivision process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

By: _____,
Diana Cavazos, City Secretary

By: _____,
Ruben Guajardo, City Manager

APPROVED AS TO FORM:

By: _____,
Rick Palacios, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

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

Notary Public in and for the State of Texas

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

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

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

Notary Public in and for the State of Texas

EXHIBIT "A"

A 13.46 Acre Tract of Land out of Lot 3, Block 39, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, as recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas.

STATE OF TEXAS
COUNTY OF HENDALO

THE UNDERSIGNED, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT HAS BEEN FILED FOR RECORD IN THE PUBLIC CLERK'S OFFICE OF SAID COUNTY, AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS FILED FOR RECORD IN SAID OFFICE.

WITNESSED MY HAND AND SEAL OF SAID COUNTY AT THE CITY OF SAN ANTONIO, TEXAS, THIS 15th DAY OF FEBRUARY, 2010.

STATE OF TEXAS
COUNTY OF HENDALO
CITY OF SAN ANTONIO
CITY CLERK
JAMES R. HARRIS
CITY CLERK

NOTARY PUBLIC
OF AND FOR THE COUNTY OF HENDALO, TEXAS

APPROVED BY THE CITY COMMISSION, SAN ANTONIO, TEXAS, ON THIS DAY OF FEBRUARY, 2010.

APPROVED BY THE CITY COMMISSION, SAN ANTONIO, TEXAS, ON THIS DAY OF FEBRUARY, 2010.

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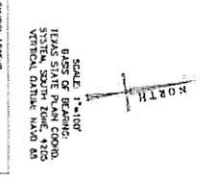
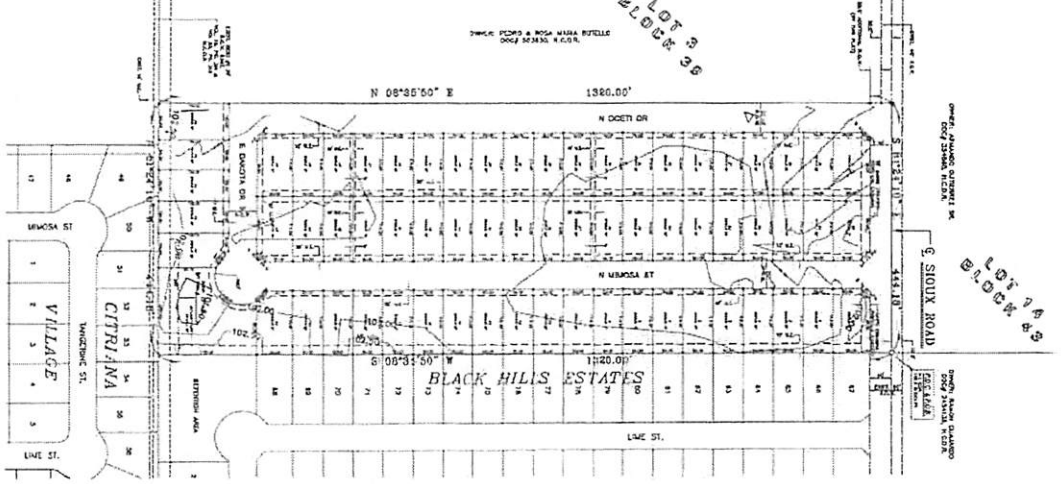
APPROVED BY THE CITY COMMISSION, SAN ANTONIO, TEXAS, ON THIS DAY OF FEBRUARY, 2010.

GENERAL NOTES

1. THE PROPERTY IS LOCATED IN BLOCK 208, W. ANTONIO SUBDIVISION, AS SHOWN ON THE PLAT OF SAID SUBDIVISION, FILED FOR RECORD IN THE PUBLIC CLERK'S OFFICE OF SAID COUNTY, TEXAS, ON FEBRUARY 15, 2010.
2. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLAT OF SAID SUBDIVISION.
3. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLAT OF SAID SUBDIVISION.
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14. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLAT OF SAID SUBDIVISION.
15. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLAT OF SAID SUBDIVISION.



NOTARY PUBLIC
OF AND FOR THE COUNTY OF HENDALO, TEXAS



BLACK HILLS ESTATES II
LOT 1

FOR CONSTRUCTION
THESE DOCUMENTS ARE TO BE FILED FOR RECORD IN THE PUBLIC CLERK'S OFFICE OF SAID COUNTY, TEXAS, ON FEBRUARY 15, 2010.

FOR CONSTRUCTION
THESE DOCUMENTS ARE TO BE FILED FOR RECORD IN THE PUBLIC CLERK'S OFFICE OF SAID COUNTY, TEXAS, ON FEBRUARY 15, 2010.

EXHIBIT "B"

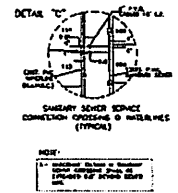
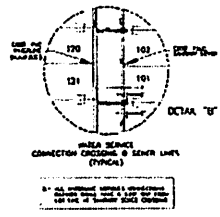
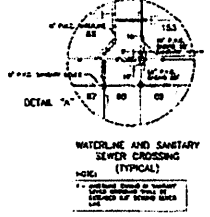
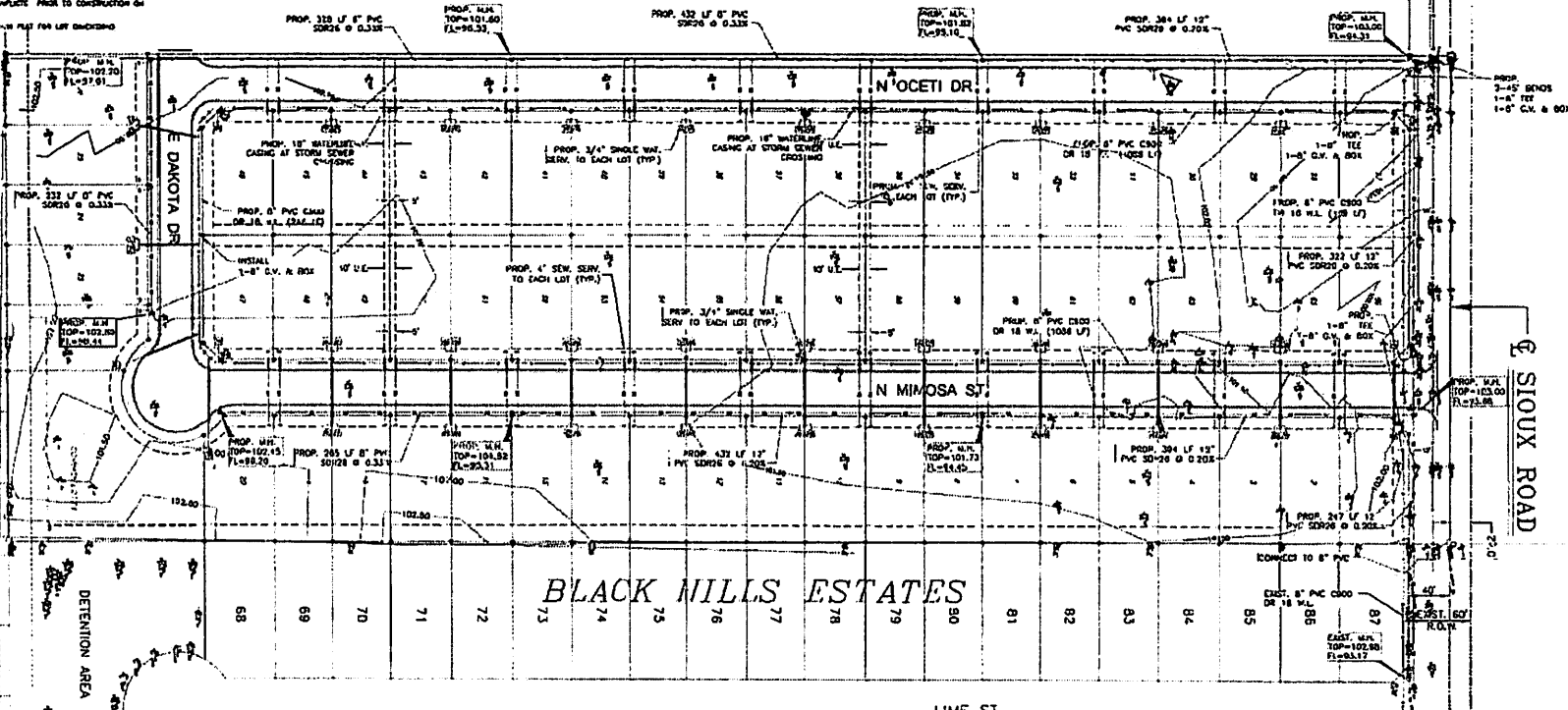
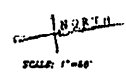
Fire Hydrant Installation

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

- GENERAL NOTES**
1. ALL PROPOSED WATER LINES TO BE C-400 OR-18.
 2. ALL PROPOSED SEWER LINES TO BE 30" OR 36" ON SALES OR APPROVED EQUAL.
 3. ALL THE FITTINGS SHALL BE METAL AND TO BE INSTALLED WITH HUBS A MIN. OF 3" FROM THE END OF CLASS PROPOSED PIPE WORK. SHALL BE SPACED 200 FEET (MAX.) FROM EACH OTHER AND TOP OF CURB.
 4. CONTRACTOR SHALL MAINTAIN A 36" FOOT MIN. HORIZONTAL SEPARATION BETWEEN PROPOSED WATER LINES & EXISTING SEWER LINES. ALL WATER AND SEWER LINES ARE TO BE PLACED UNDER ANY EXISTING CURB.
 5. CONTRACTOR TO INSTALL 1/2" WATER SERVICE CONNECTION AND 4" SEWER SERVICE TO LOT.
 6. CONTRACTOR TO VERIFY ALL UTILITY CONDITIONS FOR DEPTH OF CONFLICTS PRIOR TO CONSTRUCTION ON SITE.
 7. 80% TO BE SUBMITTED FOR PERMITS.

- NOTES CENTER**
8. ALL WATER SERVICE LINES CROSSING UNDER ROADWAY SHALL BE INSTALLED WITH 8" PVC.
 9. ALL CONNECTIONS TO BE SET 18".
 10. ALL SERVICE TAPS TO BE 18" MIN. DEPTH.
 11. ALL CONSTRUCTION TO ADHERE TO CITY OF SAN ANTONIO CONSTRUCTION STANDARDS.
 12. EVERY COVER MANHOLE MUST BE THE MANUFACTURED PRODUCT AS LISTED IN SPEC.
 13. EVERY SERVICE MANHOLE MUST HAVE A 2" MIN. CLEARANCE AT PROPERTY LINE.
 14. MANHOLE COVERS MUST BE COMPACTED.

- DETAILED NOTES**
1. A FIRE HYDRANT SHALL BE LOCATED TO THE 4" WATERLINE. DISCONNECTED WOULD SAFETY TAP/VALVE, WITHOUT THE FIRE-DEPT. SERVICE.
 2. THE CONTRACTOR SHALL VERIFY THE EXISTING WATER MAINS IN FRONT OF ALL HOMES.
 3. CURB SHALL BE MAINTAINED 18" FROM THE EXISTING WATER MAINS TO PREVENT 30" FLY FROM THE CENTER OF HYDRANT AND 18" FROM THE CURB SIDE.
 4. ALL SERVICE TAPS SHALL BE PLACED ALONG BUILDING READING "NO SERVICE".
 5. ALL DISTANCE AND DEPT. MUST BE IN FEET.



NO.	REVISION	DATE
1	FIELD OFFICE NO. 1, REVISED EGV AND FLOW RELEASES FOR DRAINAGE, KITCHEN FLOWS AND TOP OF FINISHED WALKS.	11-24-25

FOR CONSTRUCTION
THIS DOCUMENT HAS BEEN RELEASED FOR CONSTRUCTION BY RENE BARRISER, P.E. NO. 20822
11-24-25

BIG ENGINEERING
1831 N. 10TH STREET, SUITE 2
MCKINNEY, TEXAS 75069
P: 972.667.3333
F: 972.667.2601
FIRM NO. 6123

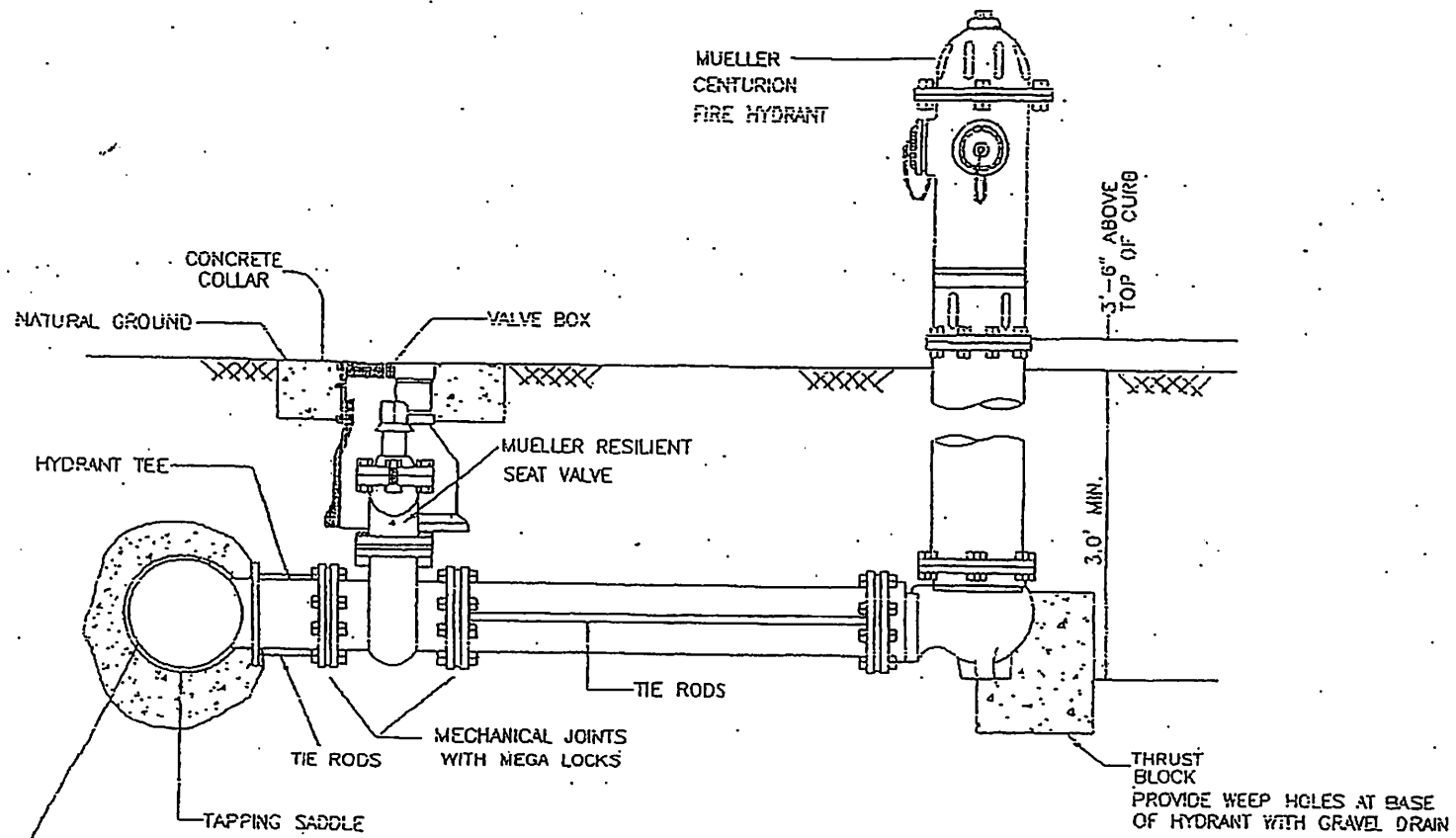
WATER AND SEWER SYSTEM LAYOUT

**BLACK HILLS ESTATES II
SAN JUAN, TEXAS**



11-24-25
Rene Barriser
Licensed Professional Engineer # 20822

Project No.	
Sheet No.	2



MUELLER MODEL _____ OR EQUAL
AWWA APPROVED

NAWSC FIRE HYDRANT

(NOT TO SCALE)



RESOLUTION NO.

**A RESOLUTION OF THE CITY OF SAN JUAN, TEXAS
TO APPROVE A WATERLINE ACCESS
AGREEMENT BETWEEN THE CITY OF SAN JUAN,
NORTH ALAMO WATER SUPPLY CORPORATION AND
316 INVESTMENTS, LP. FOR THE BLACK HILLS
ESTATES II SUBDIVISION**

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

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

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

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

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

READ, CONSIDERED and APPROVED this the 14th day of April, 2025.

CITY OF SAN JUAN

MARIO GARZA
Mayor

ATTEST:

BRENDA ESCALANTE
City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Consider Resolution to Approve a Waterline Access Agreement between the North Alamo Water Supply Corporation (NAWSC), the City of San Juan and People's Manufactured Homes Property. [Monica Gomez, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The proposed property lies within the service area of the North Alamo Water Supply Corporation (NAWSC). As a requirement, NAWSC mandates that an agreement be executed between the Corporation, the City of San Juan, and People's Manufactured Homes, LLC. along with an accompanying Resolution, prior to authorizing the installation of fire hydrants and water lines.

The property is located approximately 250 feet east of Veterans Boulevard, along the south side of Eldora Road.

The format of the agreement is consistent with similar agreements previously approved by the City Commission in recent years.

RECOMMENDATION:

Staff recommends approval of the Waterline Access Agreement as presented.

PREPARED BY:

Monica Gomez,
Interim Director of
Planning

APPROVED BY:

Ruben Guajardo, City
Manager

FRYER & HANSEN, PLLC

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

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

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

March 24, 2026

Ruben Guajardo, City Manager
City of San Juan
709 S. Nebraska Avenue
San Juan, Texas 78589

Via U.S. Postal Service

RE: Waterline Access Agreement - North Alamo Water Supply Corporation, City of San Juan and People's Manufactured Homes, LLC - People's Manufactured Homes Property

Dear Mr. Guajardo:

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

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

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

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

Respectfully,

/s/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosure

STATE OF TEXAS

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**BETWEEN:
NORTH ALAMO WATER SUPPLY
CORPORATION AND CITY OF SAN
JUAN**

COUNTY OF HIDALGO

**WATERLINE ACCESS AGREEMENT
(with City)**

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

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

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

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

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

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

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

WHEREAS, People's Manufactured Homes, LLC ("**Owner**") is constructing improvements on the property described in **Exhibit "A"**, People's Manufactured Homes Property (the "**Property**") and the City requires fire protection for the Property as part of the Subdivision process.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged and the goodwill generated, NAWSC and City agree as follows:

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

should not be covered.

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

reasonable fee for the presence and administration of NAWSC's personnel.

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

OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

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

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

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

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

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

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

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

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

16. City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
- b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.
- c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
- e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

17. NAWSC may notify City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. City shall immediately correct any undesirable practice on the Property. City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to City, as

applicable.

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

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

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

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

ATTEST:

By: _____,
Diana Cavazos, City Secretary

By: _____,
Ruben Guajardo, City Manager

APPROVED AS TO FORM:

By: _____,
Rick Palacios, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

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

Notary Public in and for the State of Texas

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

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

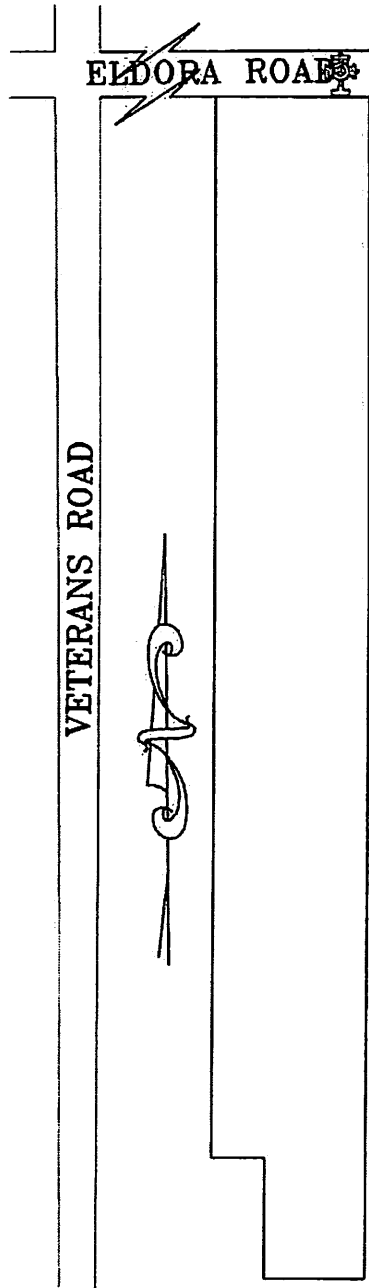
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation,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

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

Notary Public in and for the State of Texas

EXHIBIT "A"

A 5.00 Acre Tract of Land being a portion of Lot 8, Block 5, CLOSNER, ET AL SUBDIVISION, as recorded in Volume 0, Page 4, Map Records of Hidalgo County, Texas, and also being that certain tract described in Special Warranty Deed with Vendor's Lien recorded in Document No. 2631161, Official Records of Hidalgo County, Texas.



3/12/26

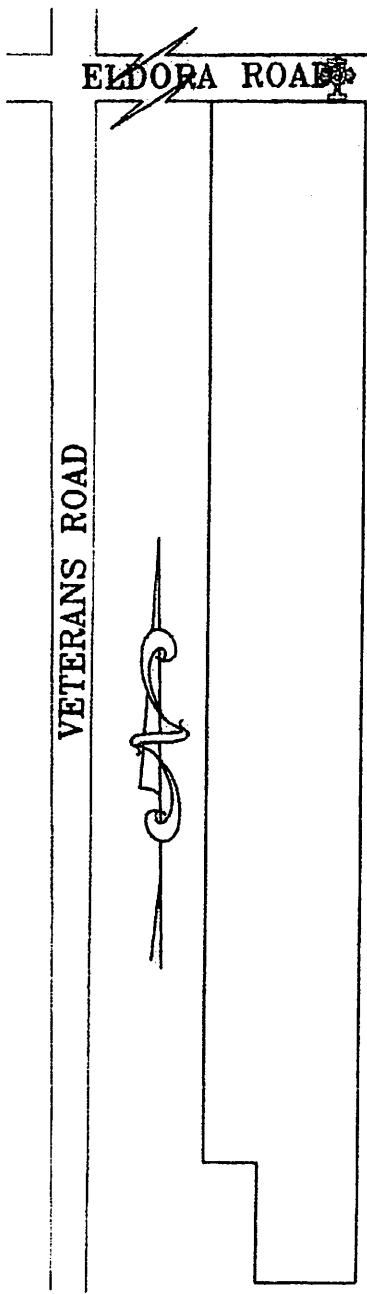
*PEOPLE MANUFACTURE
HOMES LLC.*

**NORTH ALAMO
WATER SUPPLY CORP.**

EXHIBIT "B"

Fire Hydrant Installation

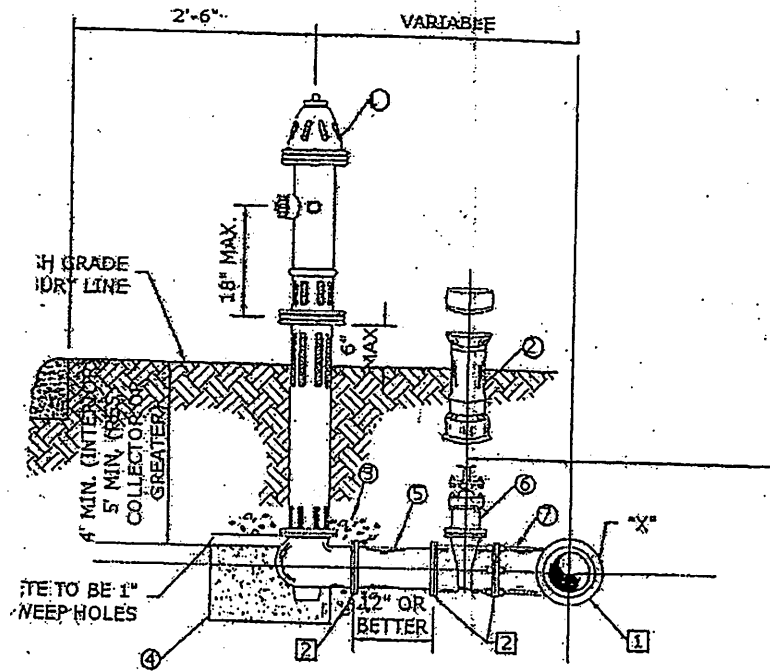
Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block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



3/12/26

**PEOPLE MANUFACTURE
HOMES LLC.**

**NORTH ALAMO
WATER SUPPLY CORP.**



NOTE:

- 1.) Oil shall be placed in hydrant at the time of installation
- 2.) Pumper nozzle shall face roadway. (5 1/2" N.S.T.)
- 3.) In certain instances, where distances permit, a Parallel Tee or Union-Tite 90 Degree elbow with restraining lugs may be used in lieu of a standard tee.
- 4.) Stainless steel bolts and nuts will be required in the event Tapping sleeves are used.

FIRE HYDRANT INSTALLATION

(CONSIST OF A FIRE HYDRANT, VALVE, AND VALVE BOX)

FIRE HYDRANT UNIT SHALL INCLUDE:

- 1.) FIRE HYDRANT W/ 4 1/2" PUMPER NOZZLE
- 2.) VALVE BOX.
- 3.) 3 CU. FT. GRAVEL
- 4.) 3 CU. FT. CONCRETE: 1" BELOW HYDRANT WEEP HOLES
- 5.) 1 FT. MINIMUM PVC SPOOL
- 6.) 6" RESILIENT SEAT GATE VALVE (FLANGED X MECHANICAL JOINT)
- 7.) FLANGED X MECHANICAL JOINT CAST IRON TEE



RESOLUTION NO.

**A RESOLUTION OF THE CITY OF SAN JUAN, TEXAS
TO APPROVE A WATERLINE ACCESS
AGREEMENT BETWEEN THE CITY OF SAN JUAN,
NORTH ALAMO WATER SUPPLY CORPORATION AND
PEOPLE'S MANUFACTURED HOMES, LLC. FOR THE
PEOPLE'S MANUFACTURED HOMES PROPERTY**

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

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

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

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

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

READ, CONSIDERED and APPROVED this the 14th day of April, 2025.

CITY OF SAN JUAN

MARIO GARZA
Mayor

ATTEST:

BRENDA ESCALANTE
City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Consideration and Action, if any, on a Resolution Accepting Petition for Voluntary Annexation; Setting Dates and Times of Public Hearings; and Directing the Planning Department to Prepare a Service Plan of the 20.00-acre tract of land out of Lot 7, Block 47, Alamo Land and Sugar Company's Subdivision. [Monica Gomez, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The Planning Department is proposing the adoption of a Resolution for a Voluntary Annexation Petition, including the setting of dates and times for public hearings, for an 18.86-acre tract of land out of the East half of Lot 7, Block 47, Alamo Land and Sugar Company Subdivision. The property is located one-half mile west of Cesar Chavez Road, along the north side of Minnesota Road.

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

RECOMMENDATION:

Adopt a Resolution accepting the Petition for Voluntary Annexation and establishing the dates and times for the required public hearings.

PREPARED BY:

Monica Gomez,
Interim Director of
Planning

APPROVED BY:

Ruben Guajardo, City
Manager

February 23, 2026

City of San Juan
512 S. Nebraska Ave.
San Juan, Texas 78589

Re: Voluntary Annexation Petition Request

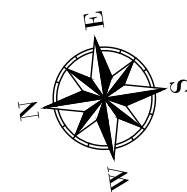
To Whom it May Concern,

I Bona Fide Re LLC owner of the below reference property, We would like the City of San Juan to consider our request for annexation for the following property. The subject property is located approximately ±2,700 feet west from the intersection of Cesar Chavez Road and Minnesota Road along the north side of Minnesota Road Right-Of-Way line, having a legal description: ALAMO LAND & SUGAR CO E1/2 OF LOT 7 BLK 47 20.00 AC GR 18.86 AC NET. (property ID 112803), in the Hidalgo County Texas. The property is currently undeveloped and used as farm land, and the future use to be zone as Multifamily use. The size of the tract in total is approximately 18.86-acre net. Should have any questions please feel free to reach us at the number provided below.

Best regards,



Bona Fide Re LLC
Francisco Pons – Managing Member



SCALE: 1" = 80'

P.O.C./P.O.B.
SET MAG NAIL
SOUTHEAST CORNER OF LOT 7,
BLK 47, ALAMO LAND AND SUGAR
COMPANY SUBDIVISION,
VOL. 1, PG. 24-26, H.C.M.R.
N:16610814.4478'
E:1103936.2797'

A 5.65 ACRE TRACT OF LAND OUT
OF LOT 6, BLOCK 47, ALAMO LAND
AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS, AS PER
MAP THEREOF RECORDED IN VOL. 1,
PG. 24-26
OWNER NAME: GONZALEZ MANUEL L
DOC. NO: 3114761
O.R.H.C.

30.0' H.C.I.D. No. 2
IRRIGATION EASEMENT
VOL. 16, PG. 5
H.C.M.R.

A 5.10 ACRE TRACT OF LAND, LOT 11, BLOCK 47,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
HIDALGO COUNTY, TEXAS,
VOL. 1, PG. 24-26, H.C.M.R.
OWNER NAME: MARTINEZ ALONZO & BLANCO
DOC. NO: 1560668
O.R.H.C.

A 10.00 ACRE TRACT OF LAND, LOT 10, BLOCK 47,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
HIDALGO COUNTY, TEXAS,
VOL. 1, PG. 24-26, H.C.M.R.
OWNER NAME: SALINAS HOMERO SR & HOMERO JR
DOC. NO: 2967308
O.R.H.C.

A 0.587 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 10, BLOCK 47, ALAMO
LAND AND SUGAR COMPANY SUBDIVISION,
VOL. 1, PG. 24-26, H.C.M.R.
OWNER NAME: SALINAS HOMERO SR & JULIA Y
DOC. NO: 3528276
O.R.H.C.

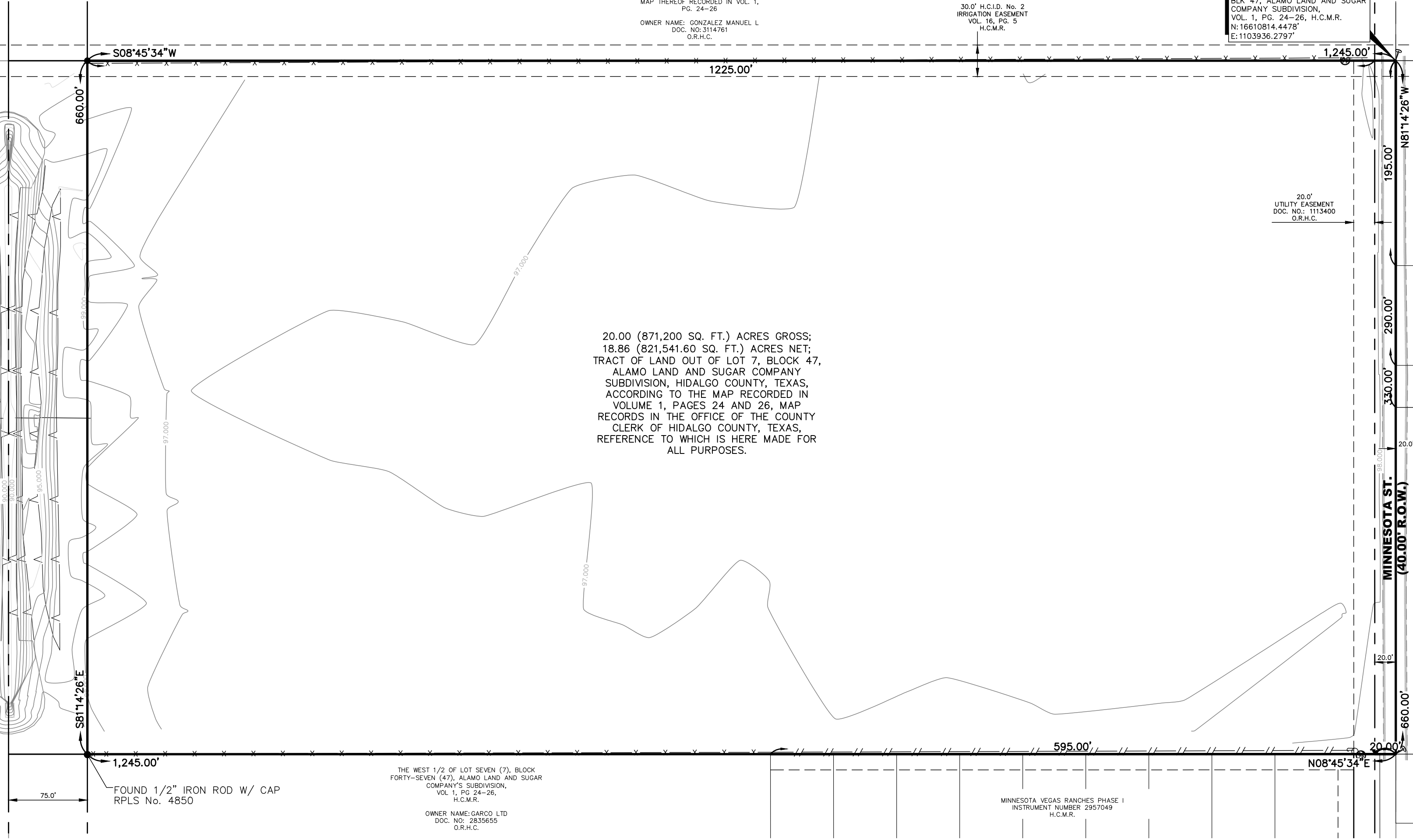
A 10.00 ACRE TRACT OF LAND, LOT 10, BLOCK 47,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
HIDALGO COUNTY, TEXAS,
VOL. 1, PG. 24-26, H.C.M.R.
OWNER NAME: SALINAS HOMERO SR & HOMERO JR
DOC. NO: 2967308
O.R.H.C.

A 10.00 ACRE TRACT OF LAND OUT OF LOT 10,
BLOCK 47, ALAMO LAND AND SUGAR COMPANY
SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP
RECORDED IN VOL. 1, PG. 24-26
H.C.M.R.
OWNER NAME: CHAVEZ ELISEO RODRIGUEZ &
MARIORUZ RODRIGUEZ TIJERINA
DOC. NO: 3294859
O.R.H.C.

A 1.99 ACRE TRACT OF LAND OUT OF LOT 10,
BLOCK 47, ALAMO LAND AND SUGAR COMPANY
SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP
RECORDED IN VOL. 1, PG. 24-26
H.C.M.R.
OWNER NAME: GONZALEZ JUAN MANUEL & OREJIA
VILLAREAL
DOC. NO: 3232789
O.R.H.C.

20.00 (871,200 SQ. FT.) ACRES GROSS;
18.86 (821,541.60 SQ. FT.) ACRES NET;
TRACT OF LAND OUT OF LOT 7, BLOCK 47,
ALAMO LAND AND SUGAR COMPANY
SUBDIVISION, HIDALGO COUNTY, TEXAS,
ACCORDING TO THE MAP RECORDED IN
VOLUME 1, PAGES 24 AND 26, MAP
RECORDS IN THE OFFICE OF THE COUNTY
CLERK OF HIDALGO COUNTY, TEXAS,
REFERENCE TO WHICH IS HERE MADE FOR
ALL PURPOSES.

BEING A 1.136-ACRE TRACT OF
LAND OUT OF LOT 7, BLOCK 47,
ALAMO LAND AND SUGAR
COMPANY SUBDIVISION, HIDALGO
COUNTY, TEXAS, AS PER MAP
RECORDED IN VOLUME 1, PAGES
24-26, MAP RECORDS OF HIDALGO
COUNTY, TEXAS, PROPRIETOR
INVESTMENTS, LLC, DOCUMENT
2119653, O.R.H.C., TEXAS.



THE WEST 1/2 OF LOT SEVEN (7), BLOCK
FORTY-SEVEN (47), ALAMO LAND AND SUGAR
COMPANY'S SUBDIVISION,
VOL. 1, PG. 24-26,
H.C.M.R.
OWNER NAME: GARCO LTD
DOC. NO: 2835855
O.R.H.C.

MINNESOTA VEGAS RANCHES PHASE I
INSTRUMENT NUMBER 2057049
H.C.M.R.

GENERAL NOTES:
ADDRESS: MINNESOTA ROAD, SAN JUAN, TEXAS
SURVEYED: DECEMBER 11, 2024
REQUESTED BY: LUIS MENDEZ - SAMES, INC
PROPOSED BORROWER: BONA FIDE RE LLC, A TEXAS LIMITED
LIABILITY COMPANY

FLOOD ZONE DESIGNATION: "ZONE AH" - FLOOD DEPTHS OF 1 TO 3
FEET (USUALLY AREAS OF PONDING); BASE FLOOD ELEVATIONS
DETERMINED.

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

SURVEY NOTES (CONTINUATION):
6. SCHEDULE "B" ITEMS FROM REFERENCED TITLE.

10A. EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF
HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

10C. EASEMENT RESERVED BY LOUISIANA-RIO GRANDE CANAL
COMPANY AS SHOWN BY INSTRUMENT RECORDED IN VOLUME 19,
PAGE 201, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (DOES NOT
AFFECT PROPERTY)

10D. EASEMENT IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT
NO. 2 AS SHOWN BY INSTRUMENTS RECORDED IN VOLUME 16, PAGE
5, MAP RECORDS AND VOLUME 25, PAGE 312, DEED RECORDS OF
HIDALGO COUNTY, TEXAS. (SHOWN ON SURVEY PLAT)

10E. EASEMENT FOR UTILITY IN FAVOR OF CITY OF SAN JUAN AS
SHOWN BY INSTRUMENT DATED JULY 23, 2002, FILED AUGUST 21,
2002 UNDER DOCUMENT NUMBER 1113400, OFFICIAL RECORDS OF
HIDALGO COUNTY, TEXAS. (SHOWN ON SURVEY PLAT)

10J. THERE IS EXCEPTED FROM THE POLICIES TO BE ISSUED, AND
THE COMPANY DOES NOT INSURE, ANY PORTION OF THE PROPERTY
OWNED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 IN FEE
SIMPLE, EASEMENT OR OTHERWISE.

10N. VISIBLE AND APPARENT EASEMENTS ON OR ACROSS THE
PROPERTY HEREIN DESCRIBED.

SURVEY NOTES:
1. BASIS OF BEARING AS PER THE SOUTH RIGHT OF WAY LINE OF
MINNESOTA ROAD, ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1,
PAGES 24 AND 26, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

2. ALL COORDINATES, BEARINGS, AND DISTANCES, ARE BASED ON
THE TEXAS COORDINATE SYSTEM, (NAD 83), TEXAS STATE PLANES,
SOUTH ZONE, US SURVEY FEET, GRID. BEARINGS AND DISTANCES
SHOWN IN PARENTHESIS ARE BASED ON RECORDED DOCUMENT.

3. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED
UTILIZING RTK GPS METHODS.

4. THE SURVEYOR DID NOT PREPARE AN ABSTRACT OF TITLE. TITLE
WORK WAS FURNISHED BY COMMONWEALTH LAND TITLE INSURANCE
COMPANY, UNDER OF NO. 188153, AND TITLE COMMITMENT DATED
EFFECTIVE OCTOBER 10, 2024. SURVEYOR ASSUMES NO LIABILITY
FOR THE ACCURACY OF THE TITLE WORK FURNISHED.

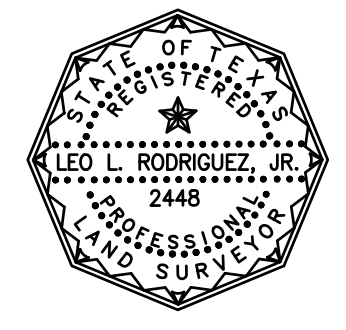
**THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS
CREATING OR OFFERING EVIDENCE OF THE MATTERS:**

5. SUBJECT TO THE SUBDIVISION RULES AND REGULATIONS OF THE
COUNTY OF HIDALGO AND ORDINANCES OR GOVERNMENTAL
REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE
LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION OF SAID
PROPERTY.

PLAT SHOWING
20.00 (871,200 SQ. FT.) ACRES GROSS;
18.86 (821,541.60 SQ. FT.) ACRES NET;
TRACT OF LAND OUT OF LOT 7, BLOCK 47, ALAMO LAND AND
SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS,
ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGES 24
AND 26, MAP RECORDS IN THE OFFICE OF THE COUNTY
CLERK OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS
HERE MADE FOR ALL PURPOSES.

I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THIS PLAT
REPRESENTS THE FACTS FOUND ON THE GROUND AT THE
TIME OF SURVEY AND THAT THERE ARE NO VISIBLE OR
APPARENT EASEMENTS, DISCREPANCIES, CONFLICTS, OR
SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY
ENCROACHMENTS, OR OVERLAPPING OF IMPROVEMENTS OR
VISIBLE EASEMENTS EXCEPT AS SHOWN ON THIS PLAT. NO
SUBSURFACE UTILITIES OR SERVICE CONNECTIONS ARE
SHOWN. © COPYRIGHT 2018 SAMES ENGINEERING &
SURVEYING. THIS SURVEY WAS PROVIDED IN MULTIPLE
ORIGINALS SOLELY FOR THE BORROWER NAMED HEREON, IN
CONJUNCTION WITH THE ORIGINAL TRANSACTION WHICH
SHALL TAKE PLACE WITHIN 6 MONTHS AFTER THE SURVEY
WAS PROVIDED. NO LICENSE HAS BEEN CREATED OR
IMPLIED COPY THIS SURVEY. SURVEY VALID ONLY IF PRINT
HAS ORIGINAL SEAL AND SIGNATURE.

LEO L. RODRIGUEZ, JR. DATE 12/20/24
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448



LEGEND

●	- FND. 1/2" IRON ROD W/ CAP
○	- SET 1/2" IRON ROD W/ PLASTIC CAP STAMPED "SAMES"
⊕	- POWER POLE
⊙	- IRRIGATION STAND PIPE
⊗	- IRRIGATION CONTROL VALVE
—x—	- CHAINLINK FENCE LINE
—/—	- CEDAR FENCE LINE
H.C.M.R.	- HIDALGO COUNTY MAP RECORDS
H.C.D.R.	- HIDALGO COUNTY DEED RECORDS
O.R.H.C.	- OFFICIAL RECORDS OF HIDALGO COUNTY
R.O.W.	- RIGHT OF WAY
FND.	- FOUND

SAMES

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

| McALLEN TX. | HARLINGEN TX. | SANTA FE NM. | LOS ALAMOS NM. |

JOB NUMBER	DRAWN BY	RVWD. BY	DATE
SUR 24-133	SM	LL.R.	12/12/2024

SHEET 1 OF 4



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

METES AND BOUNDS DESCRIPTION

**20.00 (871,200 SQ. FT.) OF AN ACRE GROSS; 18.86 (821,541.60 SQ. FT.) OF AN ACRE NET;
TRACT OF LAND OUT OF LOT 7, BLOCK 47, ALAMO LAND AND SUGAR COMPANY
SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 1,
PAGES 24 AND 26, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO
COUNTY, TEXAS.**

BEING A 20.00 (871,200 SQ. FT.) OF AN ACRE GROSS; 18.86 (821,541.60 SQ. FT.) OF AN ACRE NET; TRACT OF LAND OUT OF LOT 7, BLOCK 47, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGES 24 AND 26, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES, BEING THE SAME TRACT OF LAND CONVEYED BY DEED DATED NOVEMBER 2, 1951, RECORDED IN VOLUME 734, PAGE 83, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS.

COMMENCING; AT A SET MAG NAIL, FOR THE COMMON CORNER OF LOT 6, 7, 10, AND 11, BLOCK 47, OF SAID ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ALSO BEING THE COMMON CORNER OF A TRACT OF LAND CONVEYED TO MANUEL L. GONZALEZ, AS RECORDED IN DOCUMENT NUMBER 3114761, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND OF A TRACT OF LAND CONVEYED TO ALONZO & BLANCO MARTINEZ, AS RECORDED IN DOCUMENT NUMBER 1560668, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, A TRACT OF LAND CONVEYED TO HOMERO SR. & HOMERO JR. SALINAS, AS RECORDED IN DOCUMENT NUMBER 2967308, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, BEING ON THE CENTERLINE OF MINNESOTA STREET (HAVING A 40.00' R.O.W.), FOR THE **POINT OF BEGINNING** AND SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF N=16610814.4478', E=1103936.2797';



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

THENCE; NORTH 81°14'26" WEST, ALONG THE COMMON LINE OF LOT 7, AND LOT 10, BLOCK 47, OF SAID ALAMO LAND SUGAR COMPANY SUBDIVISION, ALSO BEING THE CENTERLINE OF SAID MINNESOTA ROAD, AND THE NORTH LINE OF SAID TRACT OF LAND CONVEYED TO HOMERO SR. & HOMERO JR. SALINAS, A DISTANCE OF 195.00 FEET, PASSING A POINT, FOR THE COMMON CORNER OF SAID TRACT OF LAND CONVEYED TO HOMERO SR. & HOMERO JR. SALINAS, AND OF A TRACT OF LAND CONVEYED TO HOMERO SR. & JULIA Y. SALINAS, AS RECORDED IN DOCUMENT NUMBER 2967308, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, CONTINUING AT A DISTANCE OF 290.00 FEET, PASSING A POINT, FOR THE COMMON CORNER OF SAID TRACT OF LAND CONVEYED TO HOMERO SR. & JULIA Y. SALINAS, AND OF SAID TRACT OF LAND CONVEYED TO HOMERO SR. & HOMERO JR. SALINAS, CONTINUING AT A DISTANCE OF 330.00 FEET, PASSING A POINT, FOR THE COMMON CORNER OF SAID TRACT OF LAND CONVEYED TO HOMERO SR. & HOMERO JR. SALINAS, AND OF A TRACT OF LAND CONVEYED TO ELISEO RODRIGUEZ CHAVEZ & MARICRUZ RODRIGUEZ TIJERINA, AS RECORDED IN DOCUMENT NUMBER 3294859, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, CONTINUING TO A TOTAL DISTANCE OF 660.00 FEET, TO A SET MAG NAIL, FOR THE COMMON CORNER OF MINNESOTA VEGAS RANCHES PHASE I SUBDIVISION, AS RECORDED IN DOCUMENT NUMBER 2957049, HIDALGO COUNTY MAP RECORDS, AND OF A TRACT OF LAND CONVEYED TO JUAN MANUEL GONZALEZ & ORELIA VILLAREAL, AS RECORDED IN DOCUMENT NUMBER 3323789, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND OF SAID TRACT OF LAND CONVEYED TO ELISEO RODRIGUEZ CHAVEZ & MARICRUZ RODRIGUEZ TIJERINA, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 08°45'34" EAST, ALONG THE EAST LINE OF SAID MINNESOTA VEGAS RANCHES PHASE I SUBDIVISION, AT A DISTANCE OF 20.00 FEET, PASSING A FOUND 1/2 INCH IRON ROD, FOR THE NORTH RIGHT OF WAY LINE OF SAID MINNESOTA ROAD, CONTINUING AT A DISTANCE OF 595.00 FEET, PASSING A POINT, FOR THE COMMON CORNER OF SAID MINNESOTA VEGAS RANCHES PHASE I SUBDIVISION, AND OF TRACT OF LAND CONVEYED TO GARCO LTD, AS RECORDED IN DOCUMENT NUMBER 2835655, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, CONTINUING TO A TOTAL DISTANCE OF 1,245.00 FEET, TO A FOUND 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "RPLS No. 4850", FOR THE COMMON CORNER OF A TRACT OF LAND CONVEYED TO PROPILUSION INVESTMENTS, LLC, AS RECORDED IN DOCUMENT NUMBER 2119853, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND OF SAID TRACT OF LAND CONVEYED TO GARCO LTD, BEING ON THE SOUTH RIGHT OF WAY LINE OF A DRAIN DITCH, AND FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;



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

THENCE; SOUTH 81°14'26" EAST (SOUTH 09°05'00" WEST DEED), ALONG THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO PROPILUSION INVESTMENTS, LLC, AS RECORDED IN DOCUMENT NUMBER 2119853, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, A DISTANCE OF 660.00 FEET, TO A FOUND 1/2 INCH IRON ROD WITH A PLASTIC CAP, FOR THE COMMON CORNER OF A TRACT OF LAND CONVEYED TO MANUEL L. GONZALEZ, AS RECORDED IN DOCUMENT NUMBER 3114761, OFFICIAL RECORDS, BEING ON THE COMMON LINE OF LOT 6, AND LOT 7, BLOCK 47, OF SAID ALAMO LAND AND SUGAR COMPANY SUBDIVISION, AND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 08°45'34" WEST, ALONG THE WEST LINE OF SAID TRACT OF LAND CONVEYED TO MANUEL L. GONZALEZ, ALSO BEING THE COMMON LINE OF LOT 6, AND LOT 7, BLOCK 47, OF SAID ALAMO LAND AND SUGAR COMPANY SUBDIVISION, AT A DISTANCE OF 1,225.00 FEET, TO A SET ROD, SHOWN ON SURVEY PLAT, FOR THE NORTH RIGHT OF WAY LINE OF SAID MINNESOTA STREET, CONTINUING TO A TOTAL DISTANCE OF 1,245.00 FEET, TO THE **POINT OF BEGINNING**, CONTAINING A 20.00 (871,200 SQ. FT.) OF AN ACRE GROSS; 18.86 (821,541.60 SQ. FT.) OF AN ACRE NET; TRACT OF LAND, MORE OR LESS.

ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

I, LEO L. RODRIGUEZ, JR., R.P.L.S. CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.

 12/19/24

LEO L. RODRIGUEZ, JR., R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2448





**Planning & Zoning Department
VOLUNTARY ANNEXATION SCHEDULE
Minnesota Oaks Subdivision**

Subject Property	Being a 20.00-acre tract of land out of Lot 7, Block 47, Alamo Land and Sugar Company's Subdivision, according to the Map Recorded in Volume 1, Pages 24 and 26, Hidalgo County Map Records.
Monday, April 6, 2026	Planning Department distributes location map, annexation map and subdivision plat to other city departments for their review and comments.
Tuesday, April 7, 2026	Negotiate written service agreement with property owner and City.
Tuesday, April 14, 2026	City Commission accepts the petition for Voluntary Annexation, setting dates and times for public hearings by a Resolution.
Wednesday, April 15, 2026	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, April 28, 2026	City Commission holds public hearing on Voluntary Annexation.
Wednesday, April 29, 2026	Notice of 2 nd Public Hearing is published in the local newspaper.
Tuesday, May 12, 2025	City Commission holds 2 nd public hearing on Voluntary Annexation.
Tuesday, May 26, 2026	First Reading: City Commission Approves Voluntary Annexation Ordinance.
Tuesday, June 9, 2026	2 nd Reading: City Commission Approves Voluntary Annexation Ordinance.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

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

STAFF COMMENTS AND RECOMMENDATIONS:

Interlocal agreement states that Hidalgo County gives all accredited libraries in Hidalgo County \$16,588.45 so that all Hidalgo County residents who live outside city limits still have access to library resources.

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

RECOMMENDATION:

Staff recommends approval of agreement.

PREPARED BY:

Christina Perez,
Director of Library

APPROVED BY:

Ruben Guajardo, City
Manager



THE STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF SAN JUAN, TEXAS**

This Agreement is made effective as of this 3rd day of March, 2026, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF SAN JUAN, TEXAS hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2026; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: Richard F. Cortez, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to City: City of San Juan, Texas
Attn: City Manager
701 S Nebraska
San Juan, Texas 78589

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. Assignment. This Agreement shall not be assignable.

14. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms

17. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. Commitment of Current Revenues Only. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.

19. Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this 3rd day of March, 2026.



HIDALGO COUNTY, TEXAS

Richard F. Cortez

Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr.

Arturo Guajardo, Jr., County Clerk

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

By: _____
Brenda Escalante, City Secretary

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

By: *Victor M. Garza*
Victor M. Garza, Chief Administrative Attorney

CITY:

By: _____
Ricardo Palacios, City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Consider Second and Final Reading of an Ordinance Amending the Code of Ordinance of the City of San Juan, Texas Under Chapter 13. Utilities, Article 13.03. Water and Sewer Services, Division 2. Rates, Charges and Billing, Part III. Water Rates and Charges, Section 13.03.146. Standard Rate Schedule and Section 13.03.147. Nonstandard Rate Schedule and Under Part IV. Sewer Rates and Charges, Section 13.03.183. Rates, to Modify Water and Sewer Rates; Providing for Effective Date; Providing for Publication; Providing for Codification; Providing for Severability Clause; and Providing for Repealer Clause. [Maria L. Beltran, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

Approve the Second Reading of the Adoption to Amend the Code of Ordinance on the Water and Sewer Rates as Approved During the Commission Meeting on February 24, 2026.

RECOMMENDATION:

Approve the Second Reading of the Adoption to Amend the Code of Ordinance on the Water and Sewer Rates as Presented.

PREPARED BY:

Maria Beltran,
Director of Finance

APPROVED BY:

Ruben Guajardo, City
Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SAN JUAN, TEXAS UNDER CHAPTER 13. UTILITIES, ARTICLE 13.03. WATER AND SEWER SERVICE, DIVISION 2. RATES, CHARGES AND BILLING, PART III. WATER RATES AND CHARGES, SECTION 13.03.146. STANDARD RATE SCHEDULE AND SECTION 13.03.147. NONSTANDARD RATE SCHEDULE AND UNDER PART IV. SEWER RATES AND CHARGES, SECTION 13.03.183. RATES, TO MODIFY WATER AND SEWER RATES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CODIFICATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR REPEALER CLAUSE.

RECITALS

WHEREAS, the City of San Juan provides water and sewer services to the community and certain fees are necessary to offset the operational and capital costs incurred by the City in doing so; and

WHEREAS, the City of San Juan currently provides for water and sewer rates and other related regulations under Chapter 13. Utilities, Article 13.03. Water and Sewer Services under the City's Code of Ordinances; and

WHEREAS, the City's water and sewer rates were last increased in 2009; and

WHEREAS, after conducting a Water and Wastewater Rate Study to determine the City's long-term financial plan, the City Commission desires to amend such water and sewer rates specifically under Chapter 13. Utilities, Article 13.03. Water and Sewer Services, Division 2. Rates, Charges and Billing, Part III. Water Rates and Charges, Section 13.03.146. Standard Rate Schedule and Section 13.03.147. Nonstandard Rate Schedule and under Part IV. Sewer Rates and Charges, Section 13.03.183. Rates, under the City's Code of Ordinances.

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

SECTION 1. The Code of Ordinances of the City of San Juan, Texas is hereby amended at Chapter 13. Utilities, Article 13.03. Water and Sewer Service, Division 2. Rates, Charges and Billing, Part III. Water Rates and Charges, Section 13.03.146 Standard Rate Schedule, to add the underlined language and delete the stricken out language as highlighted below:

§ 13.03.146 Standard rate schedule.

- (a) Determination of type of use. The city's zoning regulations shall be relied on for resolving disputes regarding what constitutes a specific type of use.
- (b) Rate schedule for meters 3/4 inch in diameter (residential unit). Users shall be charged water rates on a monthly basis as provided for in table B as follows.

- (1) Gallons of water included in minimum rate. The initial amount of water covered by the minimum rate is the total number of units multiplied by 2,000 gallons.
- (2) Rates for use beyond minimum rate. The water rates for water consumed in excess of that covered by the minimum rate shall be charged as provided in table B as follows.

TABLE B. STANDARD MINIMUM RATE

- (A) The base rate for a residential account shall be ~~\$12.05~~ at the effective base rate as follows.

	<u>Effective</u> <u>April</u> , <u>2026</u>	<u>Effective</u> <u>January 1,</u> <u>2027</u>	<u>Effective</u> <u>January 1,</u> <u>2028</u>	<u>Effective</u> <u>January 1,</u> <u>2029</u>	<u>Effective</u> <u>January 1,</u> <u>2030</u>
<u>Base Rate</u>	<u>\$13.98</u>	<u>\$16.21</u>	<u>\$17.51</u>	<u>\$18.91</u>	<u>\$20.43</u>

- (B) The rate of every 1,000 gallons of metered consumption shall be determined at the effective rate as follows:

<u>Usage in Gallons</u>	<u>Consumption Charge/1,000 Gallons</u>
<u>0 – 10,999</u>	<u>\$1.65</u>
<u>11,000 – 15,999</u>	<u>\$2.00</u>
<u>16,000 – 25,999</u>	<u>\$2.35</u>
<u>26,000 – higher</u>	<u>\$3.10</u>

<u>Usage in Gallons</u>	<u>Consumption Charge/1,000 Gallons</u>				
	<u>Effective</u> <u>April</u> , <u>2026</u>	<u>Effective</u> <u>January</u> <u>1, 2027</u>	<u>Effective</u> <u>January</u> <u>1, 2028</u>	<u>Effective</u> <u>January</u> <u>1, 2029</u>	<u>Effective</u> <u>January</u> <u>1, 2030</u>
<u>0 – 10,999</u>	<u>\$1.91</u>	<u>\$2.22</u>	<u>\$2.40</u>	<u>\$2.59</u>	<u>\$2.80</u>
<u>11,000 – 15,999</u>	<u>\$2.32</u>	<u>\$2.69</u>	<u>\$2.91</u>	<u>\$3.14</u>	<u>\$3.39</u>
<u>16,000 – 25,999</u>	<u>\$2.73</u>	<u>\$3.16</u>	<u>\$3.42</u>	<u>\$3.69</u>	<u>\$3.98</u>
<u>26,000 – higher</u>	<u>\$3.60</u>	<u>\$4.17</u>	<u>\$4.51</u>	<u>\$4.87</u>	<u>\$5.25</u>

SECTION 2. The Code of Ordinances of the City of San Juan, Texas is hereby amended at Chapter 13 Utilities, Article 13.03 Water and Sewer Services, Division 2. Rates, Charges and Billing, Part III. Water Rates and Charges, Section 13.03.147. Nonstandard Rate Schedule, to add the underlined language and delete the stricken out language as highlighted below:

§ 13.03.147 Nonstandard rate schedule.

- (a) Water meter sizes of one-inch diameter and greater. Users shall be charged water rates

on a monthly basis as provided for in table C.

- (b) Multifamily and mobile home parks. The water rates for multifamily and mobile home parks are classified as commercial use for utility billing purposes. Also see section 13.03.183(d).

TABLE C. MINIMUM WATER RATES, FIRST 2,000 GALLONS

The water rates for commercial, industrial, and institutional users for water shall be \$1.90 at the effective rate below for every 1,000 gallons consumed and a base charge to be determined by meter size of:

	Effective April , 2026	Effective January 1, 2027	Effective January 1, 2028	Effective January 1, 2029	Effective January 1, 2030
Water Rate	\$2.26	\$2.69	\$2.99	\$3.32	\$3.69

In addition to the water rate above, the base charge for commercial, industrial, and institutional users for water shall be determined by the meter size at the effective base charge below:

Meter Size	Base Charge
¾"	27.95
1"	33.28
2"	46.59
3"	56.00
4"	166.38
6"	332.75

Meter Size	Base Charge				
	Effective April , 2026	Effective January 1, 2027	Effective January 1, 2028	Effective January 1, 2029	Effective January 1, 2030
¾"	\$32.42	\$37.61	\$40.62	\$43.87	\$47.38
1"	\$38.60	\$44.78	\$48.36	\$52.23	\$56.41
2"	\$54.04	\$62.69	\$67.71	\$73.12	\$78.97
3"	\$64.96	\$75.35	\$81.38	\$87.89	\$94.92
4"	\$193.00	\$223.88	\$241.79	\$261.13	\$282.03
6"	\$385.99	\$447.75	\$483.57	\$522.25	\$564.03

SECTION 3. The Code of Ordinances of the City of San Juan, Texas is hereby amended at Chapter

13 Utilities, Article 13.03 Water and Sewer Services, Division 2. Rates, Charges and Billing, Part IV. Sewer Rates and Charges, Section 13.03.183. Rates, to add the underlined language and delete the stricken out language as highlighted below:

§ 13.03.183 Rates.

- (a) Base rate. The base rate for a residential account shall be \$11.00 at the effective rate below.

	Effective April 2026	Effective January 1, 2027	Effective January 1, 2028	Effective January 1, 2029	Effective January 1, 2030
<u>Base Rate</u>	<u>\$12.21</u>	<u>\$13.55</u>	<u>\$14.23</u>	<u>\$14.94</u>	<u>\$15.69</u>

- (b) Consumption charge. The rate of every 1,000 gallons of metered water consumption shall be determined as follows:

<u>Usage in Gallons</u>	<u>Consumption Charge/1,000 Gallons</u>
<u>0 – 10,999</u>	<u>\$1.52</u>
<u>11,000 – 15,999</u>	<u>\$1.52</u>
<u>16,000 – 25,999</u>	<u>\$1.88</u>
<u>26,000 – higher</u>	<u>\$2.48</u>

<u>Usage in Gallons</u>	<u>Consumption Charge/1,000 Gallons</u>				
	Effective April 2026	Effective January 1, 2027	Effective January 1, 2028	Effective January 1, 2029	Effective January 1, 2030
<u>0 – 10,999</u>	<u>\$1.69</u>	<u>\$1.87</u>	<u>\$1.97</u>	<u>\$2.06</u>	<u>\$2.17</u>
<u>11,000 – 15,999</u>	<u>\$1.69</u>	<u>\$1.87</u>	<u>\$1.97</u>	<u>\$2.06</u>	<u>\$2.17</u>
<u>16,000 – 25,999</u>	<u>\$2.09</u>	<u>\$2.32</u>	<u>\$2.43</u>	<u>\$2.55</u>	<u>\$2.68</u>
<u>26,000 – higher</u>	<u>\$2.75</u>	<u>\$3.06</u>	<u>\$3.21</u>	<u>\$3.37</u>	<u>\$3.54</u>

- (c) Commercial, industrial and institutional users. The sewer rates for commercial, industrial, and institutional users for sewer shall be \$1.40 at the effective sewer rate below for every 1,000 gallons of water consumed and a base charge of \$25.00 regardless of meter size.

	Effective April 2026	Effective January 1, 2027	Effective January 1, 2028	Effective January 1, 2029	Effective January 1, 2030
<u>Sewer Rate</u>	<u>\$1.55</u>	<u>\$1.72</u>	<u>\$1.81</u>	<u>\$1.90</u>	<u>\$2.00</u>

In addition to the sewer rates above, commercial, industrial, and institutional users for sewer shall also incur a base charge at the effective base charge below regardless of meter size.

	<u>Effective</u> <u>April</u> , <u>2026</u>	<u>Effective</u> <u>January 1,</u> <u>2027</u>	<u>Effective</u> <u>January 1,</u> <u>2028</u>	<u>Effective</u> <u>January 1,</u> <u>2029</u>	<u>Effective</u> <u>January 1,</u> <u>2030</u>
<u>Base Charge</u>	<u>\$27.75</u>	<u>\$30.80</u>	<u>\$32.34</u>	<u>\$33.96</u>	<u>\$35.66</u>

(d) Mobile home and travel trailer parks. Mobile home and travel trailer parks are classified as commercial use for utility billing purposes.

SECTION 5. Effective Date. This ordinance shall take effect after a second reading, where it is read, considered and adopted by the City Commission and until fifteen (15) days have passed after its first reading.

SECTION 6. 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 7. Codification. The City Secretary is hereby directed to cause this Ordinance to be codified in the Code of Ordinances of the City of San Juan, Texas, and in accordance with the applicable laws of this State.

SECTION 8. 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 9. 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 ____ day of March, 2026.

READ, PASSED AND APPROVED IN SECOND READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held

in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041 on the ____ day of March, 2026.

CITY OF SAN JUAN

BY: _____
Mario Garza, Mayor

ATTEST:

BY: _____
Brenda Escalante, City Secretary

APPROVED AS TO FORM:

PALACIOS THOMPSON, P.C.

BY: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Consider Second and Final Reading of an Ordinance Amending Chapter 13 Utilities, Article 13.02; Solid Waste and Stormwater Pollution Prevention, Division 1. Generally, Section 13.02.005 Receptacle; Placement of Waste for Collection and Section 13.02.006 Exemptions, Divisions 2. Rate Charges and Billing, Section 13.02.051 Customer Classification; Rate Schedule and Divisions 3. Private Collectors to Amend Placement of Waste, Modify Rate and Deposit Fees, Eliminate Private Collections and Other Related Regulations; Providing for Effective Date; Providing for Publication; Providing for Codification; Providing for Severability Clause; and providing for Repealer Clause.

STAFF COMMENTS AND RECOMMENDATIONS:

The Sanitation Department is proposing amendments to an existing ordinance in order to ensure that municipal regulations remain current, effective, and aligned with the needs of the community.

RECOMMENDATION:

Staff recommends approval of the second reading.

PREPARED BY:

Israel Garza,
Sanitation Director

APPROVED BY:

Ruben Guajardo, City
Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SAN JUAN, CHAPTER 13 UTILITIES, ARTICLE 13.02 SOLID WASTE AND STORMWATER POLLUTION PREVENTION, DIVISION 1. GENERALLY, SECTION 13.02.005 RECEPTABLE; PLACEMENT OF WASTE FOR COLLECTION AND SECTION 13.02.006 EXEMPTIONS, DIVISION 2. RATES, CHARGES AND BILLING, SECTION 13.02.051 CUSTOMER CLASSIFICATION; RATE SCHEDULE AND DIVISIONS 3. PRIVATE COLLECTORS TO AMEND PLACEMENT OF WASTE, MODIFY RATE AND DEPOSIT FEES, ELIMINATE PRIVATE COLLECTIONS AND OTHER RELATED REGULATIONS; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR PUBLICATION; PROVIDING FOR CODIFICATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR REPEALER CLAUSE.

RECITALS

WHEREAS, the City of San Juan provides garbage and waste disposal services to the community and certain fees are necessary to offset the operational and administrative costs incurred by the City in doing so; and

WHEREAS, the City of San Juan currently provides for garbage and waste disposal services, fees and other related regulations under Chapter 13 Utilities, Article 13.02 Solid Wastes and Stormwater Pollution Prevention under the City of San Juan Code of Ordinances; and

WHEREAS, after review of the current provisions under Article 13.02, the City Commission desires to amend such services, fees and related regulations, specifically Section 13.02.005 Receptables; placement of waste collection, 13.02.006 Exemptions, Section 13.02.051 Customer Classifications; Rate Schedule and Division 3. Private Collectors, to amend placement of waste, modify rate and deposit fees, eliminate private collections and other related regulations within the City of San Juan, Texas.

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

SECTION 1. The Code of Ordinances of the City of San Juan, Texas is hereby amended at Chapter 13 Utilities, Article 13.02 Solid Waste and Stormwater Pollution and Prevention, Division 1. Generally, Section 13.02.005 Receptacles; placement of waste for collection. to add the underlined language and delete the stricken out language as highlighted below:

§ 13.02.005. Receptacles; placement of waste for collection.

- (a) Approved garbage receptacles. The temporary placement of garbage receptacles on a street right-of-way by an occupant shall be exempt from the application of section 13.02.004 if the receptacle has been authorized by the city. The currently authorized garbage receptacles are limited to city-issued ~~9690~~-gallon containers for single-family residential users and 300-gallon containers for multifamily residential, commercial and industrial users. Authorized brush, leaves and trimming receptacles are plastic garbage bags with the following specifications: 10 mils.

(b) Placing receptacles and trash for collection.

(1) It shall be the duty of every occupant of the lot, building or property, adjacent to a right-of-way or other location from which the garbage or trash is to be collected to place the garbage receptacle at a location on the street right-of-way:

(A) Between the street curb and the fence or property line; and/or

(B) Where it may be easily accessible to the person or equipment collecting and removing trash or garbage.

(2) In the event it is not practicable to collect and remove the garbage receptacle from a street right-of-way, the occupant of the premises shall place the receptacle at such location on his property as the city shall assign and designate as the most convenient and accessible.

(3) At no time shall the receptacle be placed so that any alley, drain, gutter, sidewalk, street, or street right-of-way will be blocked or obstructed from the city's garbage collection equipment.

(c) Placing brush for collection. It shall be the duty of every occupant of the lot, building or property, adjacent to a right-of-way or other location from which the brush is to be collected to place the brush at a location on the street right-of-way at a location:

(1) Between the street curb and the fence or property line; and/or

(2) Where it may be easily accessible to the person or equipment collecting and removing trash or garbage.

(3) In accessible stacks or piles as herein set out to facilitate removal of same.

(4) The placement of brush shall be along the alley or within the front yard/front right-of-way away from water or gas meters. In subdivisions that have no alleys no brush shall be placed behind a back fence or behind a lot or parcel or along the side yard/side right-of-way on corner lots.

(5) When placing materials, other than construction materials, along the alley or along the front right-of-way it shall be separated from the brush.

(6) No person shall be allowed to place brush along the alley or along the front right-of-way within four (4) weeks of more than seven (7) days prior to the City's scheduled week of service for pick-up of brush within that neighborhood. Once address has been serviced, any request for additional brush pick-up service within the same the same month of service, shall be charged at the additional

rate of service under Section 13.02.051(c) for brush truck service.

(7) Violations of this subsection shall be punishable by fines not to exceed \$2,000.00 for each violation. Each day that a violation continues shall constitute a separate violation.

(d) Violation defined. It shall be unlawful for any person or occupant to:

(1) Sweep, throw, dump, place, deposit, or allow or permit any material or substance including, but not limited to, debris, garbage, rubbish, brush, trash, building materials, furniture, appliances, and mechanical items to be placed to accumulate upon or along any:

(A) Gutter;

(B) Alley;

(C) Sidewalk;

(D) Drain;

(E) Street;

(F) Street right-of-way; or

(G) Any portion of any vacant lot between curb and property line, unless this article otherwise so permits or expressly exempts such act.

(2) Place or allowing to remain at a brush collection location:

(A) Tree limbs and trunks shall not exceed three (3) feet in length.

(B) Brush, leaves and cuttings, unless placed in plastic container or a garbage container to prevent from blowing or scattering.

(C) Leaves, hedge and shrub cuttings, and small loose material other than in an approved receptacles as set out in subsection (a).

SECTION 2. The Code of Ordinances of the City of San Juan, Texas is hereby amended at Chapter 13 Utilities, Article 13.02 Solid Waste and Stormwater Pollution and Prevention, Division 1. Generally, Section 13.02.006 Exemptions. to delete the stricken out language as highlighted below:

§ 13.02.006 Exemptions.

- (a) Exemptions specified. The following acts are also exempt from prosecution and proof thereof shall constitute a complete defense hereunder:
- (1) If a person places the material or substance in a suitable receptacle as set out in section 13.02.005 at a location under the orders or instructions of the city which may be issued in writing, posted or other public notice thereof given;
 - (2) If a person places the material or substance in a suitable receptacle as set out in section 13.02.005(c) at a location under the orders or instructions of the city which may be issued in writing, posted or other public notice thereof given; or
 - (3) If a person places the material or substance for a reasonable temporary period, not to exceed five (5) business days, for pick up by the city, or another party with whom the person has contracted ~~or made specific arrangements for pick up within no later than five (5) business days.~~
- (b) Reliance on exemptions. Exemptions shall not be improvidently granted by the court. The burden of proof on an exemption claim shall lie with the occupant.

SECTION 3. The Code of Ordinances of the City of San Juan, Texas is hereby amended at Chapter 13 Utilities, Article 13.02 Solid Waste and Stormwater Pollution and Prevention, Division 2. Rates, Charges and Billing, Section 13.02.051 Customer Classification; Rate Schedule to add the underlined language and delete the stricken out language as highlighted below:

Sec. 13.02.051 Customer classifications; rate schedule.

(a) Classifications. ~~Properties located with the City limits of San Juan shall utilized only City-issued containers under the applicable classifications below. To obtain containers under the applicable classifications below, only the property owner(s) is allowed to open a residential (single family or multifamily) account or commercial account under the applicable classifications below.~~

- (1) Class I, single-family residential service 96 gallon container. ~~Class I containers are applicable to~~ Shall include all single-family residences including single family residential mobile homes/travel trailer s parks.
- (2) Class II, multifamily residential and commercial service 300 gallon container. Class II containers are applicable to all multifamily residential and commercial properties. Multifamily residential properties shall include travel trailer parks/mobile home parks, duplexes and fourplexes, apartments, including garage apartments, and other properties on which more than one family resides. Commercial service properties shall includes

any retail or service business and industrial operations, churches, schools and nonprofit organizations.

- (3) Class III, 3 cubic yard container. **Includes all other customers not included in class I and II. Class III containers are applicable to all multifamily residential and commercial properties.**
- (4) Class IV, 6 cubic yard container. **Class IV containers are applicable to all multifamily residential and commercial properties.**
- (5) Class V, 8 cubic yard container. **Class V containers are applicable to all multifamily residential and commercial properties.**
- (6) Class VI, 10 cubic yard container. **Class VI containers are applicable to all multifamily residential and commercial properties.**
- (7) Class VII, pickup trucks. All size noncommercial pickup.
- (8) Class VIII, trailers. All size noncommercial trailers.
- (9) Class IX, brush truck. All size noncommercial brush trucks.
- (10) Class X, roll off trucks. All size noncommercial roll off trucks.

(b) Monthly rates.

	Container	Service	Rate	Stormwater fee*
Class I	96 gallon (residential single-family)	Once-a-week	\$17.20	1.55
	96 gallon (commercial)	Once-a-week	\$30.50	2.00
Class II	300 gallon (multifamily and commercial)	Once a week	\$74.11	6.75
		Twice a week	\$135.83	13.50
		Three times a week	\$196.25	20.25
Class III	3 cubic yard (multifamily and commercial)	Once a week	\$74.11	\$6.75
		Twice a week	\$135.83	\$13.50

		Three times a week	\$196.25	\$20.25
		Four times a week	\$256.67	\$27.00
		Five times a week	\$317.09	\$33.75
		Six times a week	\$377.51	\$40.50
Class IV	6 cubic yard (multifamily and commercial)	Once a week	\$119.20	\$12.00
		Twice a week	\$238.39	\$24.00
		Three times a week	\$357.58	\$36.00
		Four times a week	\$476.77	\$48.00
		Five times a week	\$595.96	\$60.00
		Six times a week	\$715.15	\$72.00
Class V	8 cubic yard (multifamily and commercial)	Once a week	\$149.20	\$14.00
		Twice a week	\$268.39	\$26.00
		Three times a week	\$387.58	\$38.00
		Four times a week	\$506.77	\$50.00
		Five times a week	\$625.96	\$62.00
		Six times a week	\$745.15	\$74.00
Class VI	10 cubic yard (multifamily and commercial)	Once a week	\$179.20	\$16.00
		Twice a week	\$298.39	\$28.00
		Three times a week	\$417.58	\$40.00

		Four times a week	\$536.77	\$52.00
		Five times a week	\$655.96	\$64.00
		Six times a week	\$775.15	\$76.00
Class IX	Brush Collection Service Fee (all residential and commercial buildings within the City of San Juan)	Per the City's adopted schedule and as amended at the City's discretion hereafter.	\$7.00	

*Stormwater pollution prevention fee: This fee shall be used to purchase or finance a street sweeper and/or a road patcher and all the expenses associated with the operation of these machines including personnel. Funds may also be used towards the purchase of asphalt for the patching of potholes throughout the city or for drainage improvement projects. The stormwater pollution prevention fees are to be held in a separate fund account.

(c) Disposal of construction debris and non-schedule collection rates. Must show proof of city residency and building permit:

- (1) Class VII, pick-up truck: \$75.00.
- (2) Class VIII, trailer: \$175.00.
- (3) Class IX, brush truck: \$325.00.

(d) Roll-Off Container Rental and Service Rates.

- (1) Waste Pick Up: \$200.00 per pick up.
- (2) Waste Disposal Fee: \$35.00 per ton (up to 14 tons) and \$45.00 per ton (for disposal over 14 tons).
- (3) Tire Disposal: \$5.00 per tire.
- (4) Daily Rental Fee: \$10.00 per day.

- (5) Inactivity Charge: 30 days or less - \$250.00; 31-60 days – \$300.00; 61-90 days - \$350.00; and over 90 days – \$400.00.
- (6) Relocation Fee: \$125.00.
- (7) Return Trip Fee: \$40.00.
- (8) Only City of San Juan roll-off containers will be allowed for disposal. If a City of San Juan roll-off container isn't available, a chicken wire containment will be allowed until a container can become available.

(e) Multiple classifications. In cases in which the premises consist of more than one classification (i.e. **single-family residential, multifamily** residential and commercial), the rates to be charged shall be established as a combination of the rate for the highest rate for one of the classifications, plus fifty-percent (50%) of the rate for the additional classifications.

(f) Additional **Single-family** Residential Service Fees. Upon request, an additional container shall be provided to a class I user at the following additional rates, **with a maximum of 2 containers per single-family residence:**

- (1) Additional Residential 96-Gallon Container: \$10.00 per month.
- (2) Washing of Residential 96-Gallon Container: \$25.00.
- (3) Recycling 96-Gallon Container: \$10.00 per month.
- (4) Return Pick-up for Residential/Recycling 96-Gallon Container: \$15.00.
- (5) Additional Pick-up of Residential/Recycling 96-Gallon Container: \$15.00.

(g) Additional Commercial Service Fees:

- (1) Washing of Commercial Container: \$40.00.
- (2) Lock Bar: \$50.00.
- (3) Return Pick-up for Commercial Container: \$40.00.
- (4) Return Pick-up for Roll-Off Container: \$40.00.

(h) Deposit Fees.

- (1) A ~~\$50.00~~**\$150.00** deposit will be charged for each Class I container.

- (2) A \$~~200.00~~400.00 per container deposit will be charged for each Class II, III, IV, V, or VI container.
- (3) A \$400.00 deposit will be charged for each Class X container.

SECTION 4. The Code of Ordinances of the City of San Juan, Texas is hereby amended at Chapter 13 Utilities, Article 13.02 Solid Waste and Stormwater Pollution and Prevention, Division 3. Private Collectors delete the entire Division as stricken out and highlighted below:

Division 3. Private Collectors

~~§ 13.02.101. City to be notified of yard and construction site cleanup.~~

~~Any property owner who engages the services of a person to perform yard cleanup, including trimming trees and brush or construction site cleanup, and who will produce trimmings or other material that can be disposed of in the city's standard solid waste containers, shall promptly notify the city of the week during which the cleanup will take place.~~

~~§ 13.02.102. Vehicles; containers; duties of permittee on termination of service.~~

~~(a) All vehicles used in the collection of garbage and trash by any permittee within the city shall meet the minimum specifications relating to safety and health as promulgated and established by the department of state health services for the purposes of collection of garbage and trash within the city.~~

~~(b) It shall be the obligation of the permittee to see that all containers used for trash collection by the permittee meet the specifications for such containers.~~

~~(c) It shall be unlawful to use city right-of-way for the purpose of storing or collecting garbage or trash from any commercial-type dumpster container, by any permittee.~~

~~(d) It shall be the responsibility of the permittee to remove the container and any accumulation of garbage, trash, or brush should any customer of a permittee cancel or have service canceled as a final collection. The permittee shall notify the city of the date of termination and the date of the above-mentioned final collection.~~

~~§ 13.02.103. Collectors operating on effective date.~~

~~All persons collecting garbage and trash, other than the city, who come under the provisions of this division shall apply for a permit from the city within thirty (30) days from the effective date. Any such persons applying for a permit within the time limit as specified above or who shall have applied for renewal of a permit within the appropriate~~

~~time period shall have the right to continue operations during the pendency of the consideration of such person's permit application.~~

SECTION 5. Effective Date. This ordinance shall take effect after a second reading, where it is read, considered and adopted by the City Commission and until fifteen (15) days have passed after its first reading.

SECTION 6. 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 7. Codification. The City Secretary is hereby directed to cause this Ordinance to be codified in the Code of Ordinances of the City of San Juan, Texas, and in accordance with the applicable laws of this State.

SECTION 8. 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 9. 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 ____ day of January, 2026.

READ, PASSED AND APPROVED IN SECOND READING at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Annotated, Government Code, Section 551.041 on the ____ day of January, 2026.

CITY OF SAN JUAN

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
APRIL 14, 2026

Consider Second and Final Reading of an Ordinance Regarding the Voluntary Annexation Petition Concerning a 6.814-acre tract of land out of Lot 55, Stewart's Addition to the Conway Gardens Subdivision, located approximately 450 feet West of Stewart Road, along the South side of Las Milpas Road, as Requested by Agricore Properties, LLC. [Monica Gomez, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

At the City Commission Meeting on March 24, 2026, the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background:

As presented in previous meetings, this item constitutes the first reading of the voluntary annexation ordinance. The property owner has submitted a petition for voluntary annexation to the City of San Juan for a 6.814-acre tract of land located approximately 450 feet west of Stewart Road, along the south side of Las Milpas Road.

The annexation petition was accepted by the San Juan City Commission, and two public hearings were subsequently conducted in accordance with the requirements of Chapter 43 of the Texas Local Government Code, after which the City Commission may consider action on the annexation request.

RECOMMENDATION:

Staff recommends approval of the final reading of the ordinance as presented.

PREPARED BY:

Monica Gomez,
Interim Director of
Planning

APPROVED BY:

Ruben Guajardo, City
Manager



ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE EXTENSION ON CERTAIN BOUNDARY LIMITS OF THE CITY OF SAN JUAN, TEXAS; AND THE VOLUNTARY ANNEXATION OF A 6.814-ACRE TRACT OF LAND OUT OF LOT 55, STEWART'S ADDITION TO THE CONWAY GARDENS, HIDALGO COUNTY, TEXAS; AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGES 43, DEED RECORDS OF HIDALGO COUNTY.

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

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

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

WHEREAS, the territory hereinafter described contains approximately **6.814** acres of land; and

WHEREAS, a notice of the City of San Juan proposed annexation was published in a newspaper having general circulation in the City of San Juan, Texas on January 28, 2026 and February 25, 2026 and was published between 11th day and 20th day before the public hearing dates; and

WHEREAS, the first public hearing was held at 6:00 p.m. on February 10, 2026 at the San Juan Memorial Library, located at 1010 S. Standard Avenue, San Juan, Texas and second public hearing was held at 6:00 p.m. on March 10, 2026 at San Juan Memorial Library, located at 1010 S. Standard Avenue, San Juan, Texas so that all interested parties were provided the opportunity to be heard regarding the proposed annexation of those tracts hereinafter described; and

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

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

Exhibit "B"

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

Being a 6.814 acre tract of land out of Lot 55, Stewarts Addition to the Conway Gardens Subdivision, Volume 0, Page 43, Hidalgo County Map Records, conveyed to Agricore Properties, LLC, by a "Special Warranty Deed", as shown in Document Number 3610238, of the Official Records, Hidalgo County, Texas, said 6.814 acre tract of land being more particularly described as follows:

COMMENCING at a cotton spindle found on the Centerline of Las Milpas Rd, being the Northwest corner of said Lot 55;

Thence, South 81°23'51" East, a distance of 150.00 feet, with the North line of said Lot 55, to a Magnail set for the Northwest corner of this tract and also being the POINT OF BEGINNING of this herein described tract;

Thence, South 81°23'51" East, a distance of 670.00 feet, with the North line of said Lot 55 to the Northeast corner of this herein described tract of land;

Thence, South 08°36'09" West, a distance of 443.00 feet, to a corner of this herein described tract of land;

Thence, North 81°23'51" West, a distance of 670.00 feet, to a 5/8-inch iron rod with yellow plastic cap stamped "ROWSS PROP COR" set on the Southwest corner this herein described tract of land;

Thence, North 08°36'09" East, a distance of 443.00 feet to the Point of Beginning, containing a computed area of 6.814 acres.

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

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

SECTION IV: The zoning of the property shall be classified as Light Industrial District (L-I).

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

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

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

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

PASSED and APPROVED on first reading on the 24th day of March, 2026.

PASSED and APPROVED on second reading on the 14th day of April, 2026.

CITY OF SAN JUAN

MARIO GARZA, Mayor

ATTEST:

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

BRENDA ESCALANTE
City Secretary

City Attorney

EXHIBIT C

ANNEXATION MUNICIPAL SERVICE PLAN AGREEMENT

POLICE

Existing Services: City of San Juan

Services to be provided: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of San Juan Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

FIRE PROTECTION & AMBULANCE SERVICE

Existing Services: City of San Juan

Services to be provided: Fire protection will be available to the area upon annexation. Primary fire response will be provided by the San Juan Fire Department staff and personnel located at 512 S. Nebraska Avenue, San Juan, Texas and 2301 N. Raul Longoria Road, San Juan, Texas. Adequate fire protection activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Inspector's office as needed. Ambulance service will be provided with response to all dispatched calls and request for service on assistance within the newly annexed areas.

BUILDING INSPECTION & CODE ENFORCEMENT DIVISION

Existing Services: City of San Juan

Services to be provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes with regulated building construction within the City of San Juan.

PLANNING AND ZONING

Existing Services: City of San Juan

Services to be provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of San Juan Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of San Juan Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: City of San Juan

Services to be provided: Library use privileges is currently available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

The San Juan Memorial Library serves as a community resource to the citizens of San Juan and surrounding communities. The library has a collection of over 34,000 books along with a variety of DVD movies available for check out. We also provide fifty personal computers with internet access as well as MS Office and four children's computers with many fun and educational programs.

STREETS

Existing Services: City of San Juan

Services to be provided: Maintenance to the street facilities will be provided by the City of San Juan upon the effective date of the annexation. This service can be provided within the current budget appropriation. For streets that will require major improvements the service plan will address those concerns within two and a half (2 ½) years and complete the work within four and a half (4 ½) years.

STORM WATER MANAGEMENT

Existing Services: City of San Juan

Services to be provided: For new areas to be developed, developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completions. The City of San Juan will then maintain the drainage upon approval. For existing development the City will conduct public awareness and education activities on **Storm Water Management Plan** (MS4 Permit) and the **Clean Water Act**.

STREET LIGHTING

Existing Services: City of San Juan

Services to be provided: The City of San Juan will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy. The City will be installing additional street lighting in areas that are below standards.

TRAFFIC ENGINEERING

Existing Services: None by the City of San Juan

Services to be provided: The City Engineer will work with Texas Department of Transportation

(TxDot) to provide, after the effective date of annexation, any additional traffic control devices, such as traffic lights and stop signs to improve the safety of traffic in the area.

WATER SERVICE

Existing Services: Areas will be served by the Military Highway Water Supply Corporation.

Services to be provided: Water service is currently provided to the area in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: Sewer services currently being provided by on site sewer facilities (OSSF), City of San Juan.

Services to be provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: City of San Juan

Services to be provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Such Services will be required no later than expiration of any current contract citizen has in effect at the time of annexation.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of San Juan established policies governing extension of municipal services to newly annexed areas.

Furthermore, the City of San Juan, Texas, finds and determines the rural nature of the area is characteristically different from other more highly developed areas within the corporate limits of the City of San Juan, Texas. Consequently, because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of San Juan, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of San Juan, TX, will undertake to perform consistent with this contract so as to provide this newly annexed area the same type, kind and quality of service presently enjoyed by the citizens of the City of San Juan, Texas, who reside in areas of similar topography, land utilization and population.

Legal Description: Being a 6.814-acre tract of land out of Lot 55, Stewart's Addition to the Conway Gardens Subdivision, Volume 0, Pages 43, Hidalgo County Map Records, conveyed to Agricore Properties, LLC.

EXECUTED this 31st day of March, A.D. 2026.



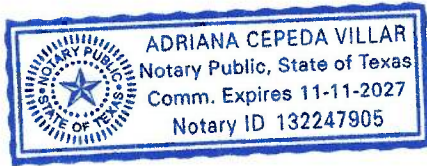
Agricore Properties, LLC.
Alejandro Rodriguez Magaña

Acknowledgment

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 31 day of March, 2026.





Notary Public – State of Texas

Accepted by:

CITY OF SAN JUAN

By: _____
Ruben Guajardo, City Manager

Approved as to form:
Palacios, Garza & Thompson, P.C.

By: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Consider Second and Final Reading of an Ordinance Regarding the Voluntary Annexation Petition concerning a 6.039-acre tract of land out of Lot 55, Stewart's Addition to the Conway Gardens Subdivision, located approximately, as Requested by S&ML Properties, LLC. [Monica Gomez, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

At the City Commission Meeting on March 24, 2026, the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background:

As presented in previous meetings, this item constitutes the first reading of the voluntary annexation ordinance. The property owner has submitted a petition for voluntary annexation to the City of San Juan for a 6.039-acre tract of land located approximately 450 feet West of Stewart Road and 417 feet South of Las Milpas Road.

The annexation petition was accepted by the San Juan City Commission, and two public hearings were subsequently conducted in accordance with the requirements of Chapter 43 of the Texas Local Government Code, after which the City Commission may consider action on the annexation request.

RECOMMENDATION:

Staff recommends approval of the final reading of the ordinance as presented.

PREPARED BY:

Monica Gomez,
Interim Director of
Planning

APPROVED BY:

Ruben Guajardo, City
Manager



ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE EXTENSION ON CERTAIN BOUNDARY LIMITS OF THE CITY OF SAN JUAN, TEXAS; AND THE VOLUNTARY ANNEXATION OF A 6.039-ACRE TRACT OF LAND OUT OF LOT 55, STEWART'S ADDITION TO THE CONWAY GARDENS, HIDALGO COUNTY, TEXAS; AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGES 43, DEED RECORDS OF HIDALGO COUNTY.

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

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

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

WHEREAS, the territory hereinafter described contains approximately 6.039 acres of land; and

WHEREAS, a notice of the City of San Juan proposed annexation was published in a newspaper having general circulation in the City of San Juan, Texas on January 28, 2026 and February 25, 2026 and was published between 11th day and 20th day before the public hearing dates; and

WHEREAS, the first public hearing was held at 6:00 p.m. on February 10, 2026 at the San Juan Memorial Library, located at 1010 S. Standard Avenue, San Juan, Texas and second public hearing was held at 6:00 p.m. on March 10, 2026 at San Juan Memorial Library, located at 1010 S. Standard Avenue, San Juan, Texas so that all interested parties were provided the opportunity to be heard regarding the proposed annexation of those tracts hereinafter described; and

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

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

Exhibit "B"

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

Being a 6.039 acre tract of land out of Lot 55, Stewarts Addition to the Conway Gardens Subdivision, as per map thereof recorded in Volume 0, Page 43, of the Map Records, Hidalgo County, Texas, conveyed to S&ML Properties, LLC, by a "Deed of Trust", as described in Document Number 3609145, of the Official Records, Hidalgo County, Texas, said 6.039 acre tract of land being more particularly described as follows:

Commencing at a cotton spindle found for the Northwest corner of said Lot 55, Stewarts Addition to the Conway Gardens Subdivision, and also being on the centerline of E. Las Milpas Road (40.0 feet Right-of-Way), **Thence**, South 08°36'09" West, a distance of 443.00 feet on the West line of said Lot 55, **Thence**, South 81°23'51" East, a distance of 150.00 feet, to a 5/8 inch iron rod with yellow plastic cap stamped "ROWSS PROP COR" set for the Northwest corner and the **Point of Beginning** this herein described tract of land;

Thence, South 81°23'51" East, a distance of 670.00 feet, to the Northeast corner this herein described tract of land;

Thence, South 08°36'09" West, a distance of 392.64 feet, to the Southeast corner this herein described tract of land;

Thence, North 81°23'51" West, a distance of 670.00 feet, to a 5/8-inch iron rod with yellow plastic cap stamped "ROWSS PROP COR" set on the Southwest corner this herein described tract of land;

Thence, North 08°36'09" East, a distance of 392.64 feet to the **Point of Beginning**, containing a computed area of 6.039 acres.

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

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

SECTION IV: The zoning of the property shall be classified as Light Industrial District (L-I).

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

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

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

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

PASSED and APPROVED on first reading on the 24th day of March, 2026.

PASSED and APPROVED on second reading on the 14th day of April, 2026.

CITY OF SAN JUAN

MARIO GARZA, Mayor

ATTEST:

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

BRENDA ESCALANTE
City Secretary

City Attorney

EXHIBIT C

ANNEXATION MUNICIPAL SERVICE PLAN AGREEMENT

POLICE

Existing Services: City of San Juan

Services to be provided: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of San Juan Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

FIRE PROTECTION & AMBULANCE SERVICE

Existing Services: City of San Juan

Services to be provided: Fire protection will be available to the area upon annexation. Primary fire response will be provided by the San Juan Fire Department staff and personnel located at 512 S. Nebraska Avenue, San Juan, Texas and 2301 N. Raul Longoria Road, San Juan, Texas. Adequate fire protection activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Inspector's office as needed. Ambulance service will be provided with response to all dispatched calls and request for service on assistance within the newly annexed areas.

BUILDING INSPECTION & CODE ENFORCEMENT DIVISION

Existing Services: City of San Juan

Services to be provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes with regulated building construction within the City of San Juan.

PLANNING AND ZONING

Existing Services: City of San Juan

Services to be provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of San Juan Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of San Juan Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: City of San Juan

Services to be provided: Library use privileges is currently available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

The San Juan Memorial Library serves as a community resource to the citizens of San Juan and surrounding communities. The library has a collection of over 34,000 books along with a variety of DVD movies available for check out. We also provide fifty personal computers with internet access as well as MS Office and four children's computers with many fun and educational programs.

STREETS

Existing Services: City of San Juan

Services to be provided: Maintenance to the street facilities will be provided by the City of San Juan upon the effective date of the annexation. This service can be provided within the current budget appropriation. For streets that will require major improvements the service plan will address those concerns within two and a half (2 ½) years and complete the work within four and a half (4 ½) years.

STORM WATER MANAGEMENT

Existing Services: City of San Juan

Services to be provided: For new areas to be developed, developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completions. The City of San Juan will then maintain the drainage upon approval. For existing development the City will conduct public awareness and education activities on **Storm Water Management Plan** (MS4 Permit) and the **Clean Water Act**.

STREET LIGHTING

Existing Services: City of San Juan

Services to be provided: The City of San Juan will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy. The City will be installing additional street lighting in areas that are below standards.

TRAFFIC ENGINEERING

Existing Services: None by the City of San Juan

Services to be provided: The City Engineer will work with Texas Department of Transportation

(TxDot) to provide, after the effective date of annexation, any additional traffic control devices, such as traffic lights and stop signs to improve the safety of traffic in the area.

WATER SERVICE

Existing Services: Areas will be served by the Military Highway Water Supply Corporation.

Services to be provided: Water service is currently provided to the area in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: Sewer services currently being provided by on site sewer facilities (OSSF), City of San Juan.

Services to be provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: City of San Juan

Services to be provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Such Services will be required no later than expiration of any current contract citizen has in effect at the time of annexation.

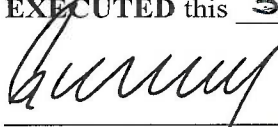
MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of San Juan established policies governing extension of municipal services to newly annexed areas.

Furthermore, the City of San Juan, Texas, finds and determines the rural nature of the area is characteristically different from other more highly developed areas within the corporate limits of the City of San Juan, Texas. Consequently, because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of San Juan, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of San Juan, TX, will undertake to perform consistent with this contract so as to provide this newly annexed area the same type, kind and quality of service presently enjoyed by the citizens of the City of San Juan, Texas, who reside in areas of similar topography, land utilization and population.

Legal Description: Being a 6.039-acre tract of land out of Lot 55, Stewart's Addition to the Conway Gardens Subdivision, Volume 0, Pages 43, Hidalgo County Map Records, conveyed to S&ML Properties, LLC.

EXECUTED this 30 day of March, A.D. 2026.



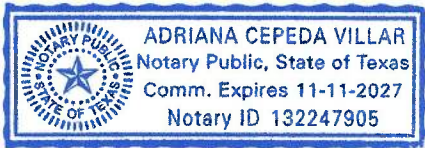
S&ML Properties, LLC.
Guillermo Martinez

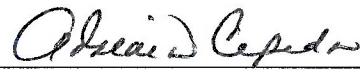
Acknowledgment

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 30 day of March, 2026.





Notary Public – State of Texas

Accepted by:

CITY OF SAN JUAN

By: _____
Ruben Guajardo, City Manager

Approved as to form:
Palacios, Garza & Thompson, P.C.

By: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Consider Second and Final Reading of an Ordinance Regarding the Voluntary Annexation Petition concerning a 4.748-acre tract of land out of Lots 55 and Lot 60, Stewart’s Addition to the Conway Gardens Subdivision, located approximately 450 feet West of Stewart Road and 810 feet South of Las Milpas Road, as Requested by Aldape Family Investments, LLC. [Monica Gomez, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

At the City Commission Meeting on March 24, 2026, the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background:

As presented in previous meetings, this item constitutes the first reading of the voluntary annexation ordinance. The property owner has submitted a petition for voluntary annexation to the City of San Juan for a 4.748-acre tract of land located approximately 450 feet West of Stewart Road and 810 feet South of Las Milpas Road.

The annexation petition was accepted by the San Juan City Commission, and two public hearings were subsequently conducted in accordance with the requirements of Chapter 43 of the Texas Local Government Code, after which the City Commission may consider action on the annexation request.

RECOMMENDATION:

Staff recommends approval of the final reading of the ordinance as presented.

PREPARED BY:

Monica Gomez,
Interim Director of
Planning

APPROVED BY:

Ruben Guajardo, City
Manager



ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE EXTENSION ON CERTAIN BOUNDARY LIMITS OF THE CITY OF SAN JUAN, TEXAS; AND THE VOLUNTARY ANNEXATION OF A 4.748-ACRE TRACT OF LAND OUT OF LOT 55 AND 60, STEWART'S ADDITION TO THE CONWAY GARDENS, HIDALGO COUNTY, TEXAS; AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGES 43, DEED RECORDS OF HIDALGO COUNTY.

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

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

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

WHEREAS, the territory hereinafter described contains approximately 4.748 acres of land; and

WHEREAS, a notice of the City of San Juan proposed annexation was published in a newspaper having general circulation in the City of San Juan, Texas on January 28, 2026 and February 25, 2026 and was published between 11th day and 20th day before the public hearing dates; and

WHEREAS, the first public hearing was held at 6:00 p.m. on February 10, 2026 at the San Juan Memorial Library, located at 1010 S. Standard Avenue, San Juan, Texas and second public hearing was held at 6:00 p.m. on March 10, 2026 at San Juan Memorial Library, located at 1010 S. Standard Avenue, San Juan, Texas so that all interested parties were provided the opportunity to be heard regarding the proposed annexation of those tracts hereinafter described; and

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

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

Exhibit "B"

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

Being a 4.748 acre tract of land out of Lot 55 and Lot 60, Stewarts Addition to the Conway Gardens Subdivision, as per map or plat thereof recorded in Volume 0, Page 43, of the Map Records, Hidalgo County, Texas, Conveyed to Aldape Family Investments, LLC, by a "Special Warranty Deed", as described in Document Number 3604148, of the Official Records, Hidalgo County, Texas, said 4.748 acre tract of land being more particularly described as follows:

Commencing at a cotton spindle found on the Centerline of Las Milpas Rd, being on the Northwest corner of Lot 55, Stewarts Addition to the Conway Gardens Subdivision, Volume 0, Page 43, Hidalgo County Map Records, **Thence**, South 08°36'09" West, a distance of 835.64 feet on the West line of said Lot 55, **Thence**, South 81°23'51" East, a distance of 150.00 feet, to a 5/8 inch iron rod with yellow plastic cap stamped "ROWSS PROP COR" set for the Northwest corner and the **Point of Beginning** this herein described tract of land;

Thence, South 81°23'51" East, a distance of 670.00 feet, to the Northeast corner this herein described tract of land;

Thence, South 08°36'09" West, a distance of 397.37 feet, to the Southeast corner of this herein described tract of land;

Thence, North 66°33'58" West, a distance of 693.09 feet, to a 5/8-inch iron rod with yellow plastic cap stamped "ROWSS PROP COR" set on the Southwest corner this herein described tract of land;

Thence, North 08°36'09" East, a distance of 219.96 feet to the **Point of Beginning**, containing a computed area of 4.748 acres.

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

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

SECTION IV: The zoning of the property shall be classified as Light Industrial District (L-1).

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

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

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

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

PASSED and **APPROVED** on first reading on the 24th day of March, 2026.

PASSED and **APPROVED** on second reading on the 14th day of April, 2026.

CITY OF SAN JUAN

MARIO GARZA, Mayor

ATTEST:

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

BRENDA ESCALANTE
City Secretary

City Attorney

EXHIBIT C

ANNEXATION MUNICIPAL SERVICE PLAN AGREEMENT

POLICE

Existing Services: City of San Juan

Services to be provided: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of San Juan Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

FIRE PROTECTION & AMBULANCE SERVICE

Existing Services: City of San Juan

Services to be provided: Fire protection will be available to the area upon annexation. Primary fire response will be provided by the San Juan Fire Department staff and personnel located at 512 S. Nebraska Avenue, San Juan, Texas and 2301 N. Raul Longoria Road, San Juan, Texas. Adequate fire protection activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Inspector's office as needed. Ambulance service will be provided with response to all dispatched calls and request for service on assistance within the newly annexed areas.

BUILDING INSPECTION & CODE ENFORCEMENT DIVISION

Existing Services: City of San Juan

Services to be provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes with regulated building construction within the City of San Juan.

PLANNING AND ZONING

Existing Services: City of San Juan

Services to be provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of San Juan Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of San Juan Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: City of San Juan

Services to be provided: Library use privileges is currently available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

The San Juan Memorial Library serves as a community resource to the citizens of San Juan and surrounding communities. The library has a collection of over 34,000 books along with a variety of DVD movies available for check out. We also provide fifty personal computers with internet access as well as MS Office and four children's computers with many fun and educational programs.

STREETS

Existing Services: City of San Juan

Services to be provided: Maintenance to the street facilities will be provided by the City of San Juan upon the effective date of the annexation. This service can be provided within the current budget appropriation. For streets that will require major improvements the service plan will address those concerns within two and a half (2 ½) years and complete the work within four and a half (4 ½) years.

STORM WATER MANAGEMENT

Existing Services: City of San Juan

Services to be provided: For new areas to be developed, developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completions. The City of San Juan will then maintain the drainage upon approval. For existing development the City will conduct public awareness and education activities on **Storm Water Management Plan** (MS4 Permit) and the **Clean Water Act**.

STREET LIGHTING

Existing Services: City of San Juan

Services to be provided: The City of San Juan will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy. The City will be installing additional street lighting in areas that are below standards.

TRAFFIC ENGINEERING

Existing Services: None by the City of San Juan

Services to be provided: The City Engineer will work with Texas Department of Transportation

(TxDot) to provide, after the effective date of annexation, any additional traffic control devices, such as traffic lights and stop signs to improve the safety of traffic in the area.

WATER SERVICE

Existing Services: Areas will be served by the Military Highway Water Supply Corporation.

Services to be provided: Water service is currently provided to the area in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: Sewer services currently being provided by on site sewer facilities (OSSF), City of San Juan.

Services to be provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: City of San Juan

Services to be provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Such Services will be required no later than expiration of any current contract citizen has in effect at the time of annexation.

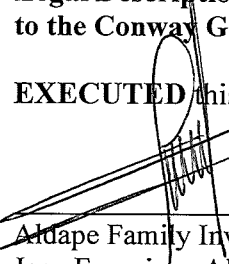
MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of San Juan established policies governing extension of municipal services to newly annexed areas.

Furthermore, the City of San Juan, Texas, finds and determines the rural nature of the area is characteristically different from other more highly developed areas within the corporate limits of the City of San Juan, Texas. Consequently, because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of San Juan, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of San Juan, TX, will undertake to perform consistent with this contract so as to provide this newly annexed area the same type, kind and quality of service presently enjoyed by the citizens of the City of San Juan, Texas, who reside in areas of similar topography, land utilization and population.

Legal Description: Being a 4.748-acre tract of land out of Lots 55 and Lot 60, Stewart's Addition to the Conway Gardens Subdivision, Volume 0, Pages 43, Hidalgo County Map Records.

EXECUTED this 31st day of March, A.D. 2026.

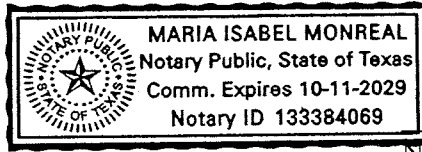

Aldape Family Investments, LLC.
Jose Francisco Aldape

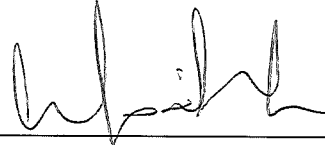
Acknowledgment

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 31st day of March, 2026.





Notary Public – State of Texas

Accepted by:

CITY OF SAN JUAN

By: _____
Ruben Guajardo, City Manager

Approved as to form:
Palacios, Garza & Thompson, P.C.

By: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Consider Second and Final Reading of an Ordinance Regarding the Voluntary Annexation Petition concerning a 7.708-acre tract of land out of Lots 55 and 60, Stewart's Addition to the Conway Gardens Subdivision, located approximately 450 feet West of Stewart Road and 395 feet South of Las Milpas Road, as Requested by Texas RGV Investment, LLC. [Monica Gomez, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

At the City Commission Meeting on March 24, 2026, the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background:

As presented in previous meetings, this item constitutes the first reading of the voluntary annexation ordinance. The property owner has submitted a petition for voluntary annexation to the City of San Juan for a 7.708-acre tract of land located approximately 450 feet West of Stewart Road and 395 feet South of Las Milpas Road,

The annexation petition was accepted by the San Juan City Commission, and two public hearings were subsequently conducted in accordance with the requirements of Chapter 43 of the Texas Local Government Code, after which the City Commission may consider action on the annexation request.

RECOMMENDATION:

Staff recommends approval of the final reading of the ordinance as presented.

PREPARED BY:

Monica Gomez,
Interim Director of
Planning

APPROVED BY:

Ruben Guajardo, City
Manager



ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE EXTENSION ON CERTAIN BOUNDARY LIMITS OF THE CITY OF SAN JUAN, TEXAS; AND THE VOLUNTARY ANNEXATION OF A 7.708-ACRE TRACT OF LAND OUT OF LOT 55 AND 60, STEWART'S ADDITION TO THE CONWAY GARDENS, HIDALGO COUNTY, TEXAS; AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGES 43, DEED RECORDS OF HIDALGO COUNTY.

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

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

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

WHEREAS, the territory hereinafter described contains approximately 7.708 acres of land; and

WHEREAS, a notice of the City of San Juan proposed annexation was published in a newspaper having general circulation in the City of San Juan, Texas on January 28, 2026 and February 25, 2026 and was published between 11th day and 20th day before the public hearing dates; and

WHEREAS, the first public hearing was held at 6:00 p.m. on February 10, 2026 at the San Juan Memorial Library, located at 1010 S. Standard Avenue, San Juan, Texas and second public hearing was held at 6:00 p.m. on March 10, 2026 at San Juan Memorial Library, located at 1010 S. Standard Avenue, San Juan, Texas so that all interested parties were provided the opportunity to be heard regarding the proposed annexation of those tracts hereinafter described; and

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

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

Exhibit "B"

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

Being a 7.708 acre tract of land out of Lot 55 and Lot 60, Stewarts Addition to the Conway Gardens Subdivision, as per map thereof recorded in Volume 0, Page 43, of the Map Records, Hidalgo County, Texas, conveyed to Texas RGV Investment, LLC, by "Special Warranty Deed", as described in Document Number 3570639, of the Official Records, Hidalgo County, Texas, said 7.708 acre tract of land being more particularly described as follows:

Commencing at a cotton spindle found for the Northwest corner of said Lot 55, Stewarts Addition to the Conway Gardens Subdivision, and also being on the centerline of E. Las Milpas Road (40.0 feet Right-of-Way), **Thence**, South 08°36'09" West, a distance of 1098.64 feet, with the West line of said Lot 55, to a point on the South line of an 80' claimed canal Right-of-Way (2.70 acres) owned by Hidalgo County Irrigation District No. 2, as per Volume 19, Page 17, Deed Records, Hidalgo County, Texas, **Thence**, South 66°33'58" East a distance of 196.35 feet, with the South line of an 80' claimed canal Right-of-Way, to a 5/8-inch iron rod with yellow plastic cap stamped "ROWSS PROP COR" set and being the **Point of Beginning** this herein described tract of land;

Thence, South 66°33'58" East, a distance of 651.91 feet, with the South line of an 80' claimed canal Right-of-Way (2.70 acres) owned by Hidalgo County Irrigation District No. 2, to the Northeast corner this herein described tract of land;

Thence, South 08°36'09" West, a distance of 449.52 feet, to the Southeast corner of this herein described tract of land;

Thence, North 81°23'51" West, a distance of 629.81 feet, to a 5/8-inch iron rod with yellow plastic cap stamped "ROWSS PROP COR" set on the Southwest corner this herein described tract of land;

Thence, North 08°34'02" East, a distance of 616.39 feet, to the **Point of Beginning**, containing a computed area of 7.708 acres.

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

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

SECTION IV: The zoning of the property shall be classified as Light Industrial District (L-I).

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

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

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

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

PASSED and APPROVED on first reading on the 24th day of March, 2026.

PASSED and APPROVED on second reading on the 14th day of April, 2026.

CITY OF SAN JUAN

MARIO GARZA, Mayor

ATTEST:

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

BRENDA ESCALANTE
City Secretary

City Attorney

EXHIBIT C

ANNEXATION MUNICIPAL SERVICE PLAN AGREEMENT

POLICE

Existing Services: City of San Juan

Services to be provided: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of San Juan Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

FIRE PROTECTION & AMBULANCE SERVICE

Existing Services: City of San Juan

Services to be provided: Fire protection will be available to the area upon annexation. Primary fire response will be provided by the San Juan Fire Department staff and personnel located at 512 S. Nebraska Avenue, San Juan, Texas and 2301 N. Raul Longoria Road, San Juan, Texas. Adequate fire protection activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Inspector's office as needed. Ambulance service will be provided with response to all dispatched calls and request for service on assistance within the newly annexed areas.

BUILDING INSPECTION & CODE ENFORCEMENT DIVISION

Existing Services: City of San Juan

Services to be provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes with regulated building construction within the City of San Juan.

PLANNING AND ZONING

Existing Services: City of San Juan

Services to be provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of San Juan Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of San Juan Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: City of San Juan

Services to be provided: Library use privileges is currently available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

The San Juan Memorial Library serves as a community resource to the citizens of San Juan and surrounding communities. The library has a collection of over 34,000 books along with a variety of DVD movies available for check out. We also provide fifty personal computers with internet access as well as MS Office and four children's computers with many fun and educational programs.

STREETS

Existing Services: City of San Juan

Services to be provided: Maintenance to the street facilities will be provided by the City of San Juan upon the effective date of the annexation. This service can be provided within the current budget appropriation. For streets that will require major improvements the service plan will address those concerns within two and a half (2 ½) years and complete the work within four and a half (4 ½) years.

STORM WATER MANAGEMENT

Existing Services: City of San Juan

Services to be provided: For new areas to be developed, developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completions. The City of San Juan will then maintain the drainage upon approval. For existing development the City will conduct public awareness and education activities on **Storm Water Management Plan** (MS4 Permit) and the **Clean Water Act**.

STREET LIGHTING

Existing Services: City of San Juan

Services to be provided: The City of San Juan will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy. The City will be installing additional street lighting in areas that are below standards.

TRAFFIC ENGINEERING

Existing Services: None by the City of San Juan

Services to be provided: The City Engineer will work with Texas Department of Transportation

(TxDot) to provide, after the effective date of annexation, any additional traffic control devices, such as traffic lights and stop signs to improve the safety of traffic in the area.

WATER SERVICE

Existing Services: Areas will be served by the Military Highway Water Supply Corporation.

Services to be provided: Water service is currently provided to the area in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: Sewer services currently being provided by on site sewer facilities (OSSF), City of San Juan.

Services to be provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: City of San Juan

Services to be provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Such Services will be required no later than expiration of any current contract citizen has in effect at the time of annexation.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of San Juan established policies governing extension of municipal services to newly annexed areas.

Furthermore, the City of San Juan, Texas, finds and determines the rural nature of the area is characteristically different from other more highly developed areas within the corporate limits of the City of San Juan, Texas. Consequently, because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of San Juan, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of San Juan, TX, will undertake to perform consistent with this contract so as to provide this newly annexed area the same type, kind and quality of service presently enjoyed by the citizens of the City of San Juan, Texas, who reside in areas of similar topography, land utilization and population.

Legal Description: Being a 7.708-acre tract of land out of Lots 55 and 60, Stewart's Addition to the Conway Gardens Subdivision, Volume 0, Pages 43, Hidalgo County Map Records, conveyed to Texas RGV Investment, LLC.

EXECUTED this 31 day of March, A.D. 2026.



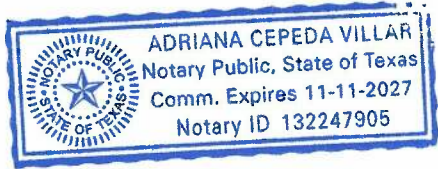
Texas RGV Investment, LLC.
Hugo Martinez

Acknowledgment

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 31 day of March, 2026.





Notary Public – State of Texas

Accepted by:

CITY OF SAN JUAN

By: _____
Ruben Guajardo, City Manager

Approved as to form:
Palacios, Garza & Thompson, P.C.

By: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Consider Second and Final Reading of an Ordinance Regarding the Voluntary Annexation Petition concerning a 5.936-acre tract of land out of Lot 60, Stewart’s Addition to the Conway Gardens Subdivision, located approximately 450 feet West of Stewart Road and 530 feet South of Las Milpas Road, as Requested by RGV International Logistics, LLC. [Monica Gomez, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

At the City Commission Meeting on March 24, 2026, the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background:

As presented in previous meetings, this item constitutes the first reading of the voluntary annexation ordinance. The property owner has submitted a petition for voluntary annexation to the City of San Juan for a 5.936-acre tract of land located approximately 450 feet West of Stewart Road and 530 feet South of Las Milpas Road.

The annexation petition was accepted by the San Juan City Commission, and two public hearings were subsequently conducted in accordance with the requirements of Chapter 43 of the Texas Local Government Code, after which the City Commission may consider action on the annexation request.

RECOMMENDATION:

Staff recommends approval of the final reading of the ordinance as presented.

PREPARED BY:

Monica Gomez,
Interim Director of
Planning

APPROVED BY:

Ruben Guajardo, City
Manager



ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE EXTENSION ON CERTAIN BOUNDARY LIMITS OF THE CITY OF SAN JUAN, TEXAS; AND THE VOLUNTARY ANNEXATION OF A 5.936-ACRE TRACT OF LAND OUT OF LOT 55 AND 60, STEWART'S ADDITION TO THE CONWAY GARDENS, HIDALGO COUNTY, TEXAS; AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGES 43, DEED RECORDS OF HIDALGO COUNTY.

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

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

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

WHEREAS, the territory hereinafter described contains approximately **5.936** acres of land; and

WHEREAS, a notice of the City of San Juan proposed annexation was published in a newspaper having general circulation in the City of San Juan, Texas on January 28, 2026 and February 25, 2026 and was published between 11th day and 20th day before the public hearing dates; and

WHEREAS, the first public hearing was held at 6:00 p.m. on February 10, 2026 at the San Juan Memorial Library, located at 1010 S. Standard Avenue, San Juan, Texas and second public hearing was held at 6:00 p.m. on March 10, 2026 at San Juan Memorial Library, located at 1010 S. Standard Avenue, San Juan, Texas so that all interested parties were provided the opportunity to be heard regarding the proposed annexation of those tracts hereinafter described; and

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

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

Exhibit "B"

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

Being a 5.936 acre tract of land out of Lot 60, Stewarts Addition to the Conway Gardens Subdivision, Volume 0, Page 43, Hidalgo County Map Records, conveyed to RGV International Logistics, LLC, by a "Deed of Trust", as shown in Document Number 3634314, of the Official Records, Hidalgo County, Texas, said 5.936 acre tract of land being more particularly described as follows:

Commencing at a cotton spindle found on the Centerline of Las Milpas Rd, being on the Northwest corner of Lot 55, Stewarts Addition to the Conway Gardens Subdivision, Volume 0, Page 43, Hidalgo County Map Records, **Thence**, South 08°36'09" West, a distance of 1,765.29 feet, to a point on the West line of said Lot 60, **Thence**, South 81°23'51" East a distance of 190.19 feet, to a 5/8 inch iron rod with yellow plastic cap stamped "ROWSS PROP COR" set for the Northwest corner and the **Point of Beginning** this herein described tract of land;

Thence, South 81°23'51" East, a distance of 629.81 feet, to the Northeast corner this herein described tract of land;

Thence, South 08°36'09" West, a distance of 410.64 feet, to the Southeast corner this herein described tract of land;

Thence, North 81°23'51" West, a distance of 629.56 feet, to a 5/8-inch iron rod with yellow plastic cap stamped "ROWSS PROP COR" set on the Southwest corner this herein described tract of land;

Thence, North 08°34'02" East, a distance of 410.64 feet to the **Point of Beginning**, containing a computed area of 5.936 acres.

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

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

SECTION IV: The zoning of the property shall be classified as Light Industrial District (L-I).

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

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

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

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

PASSED and APPROVED on first reading on the 24th day of March, 2026.

PASSED and APPROVED on second reading on the 14th day of April, 2026.

CITY OF SAN JUAN

MARIO GARZA, Mayor

ATTEST:

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

BRENDA ESCALANTE
City Secretary

City Attorney

EXHIBIT C

ANNEXATION MUNICIPAL SERVICE PLAN AGREEMENT

POLICE

Existing Services: City of San Juan

Services to be provided: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of San Juan Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

FIRE PROTECTION & AMBULANCE SERVICE

Existing Services: City of San Juan

Services to be provided: Fire protection will be available to the area upon annexation. Primary fire response will be provided by the San Juan Fire Department staff and personnel located at 512 S. Nebraska Avenue, San Juan, Texas and 2301 N. Raul Longoria Road, San Juan, Texas. Adequate fire protection activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Inspector's office as needed. Ambulance service will be provided with response to all dispatched calls and request for service on assistance within the newly annexed areas.

BUILDING INSPECTION & CODE ENFORCEMENT DIVISION

Existing Services: City of San Juan

Services to be provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes with regulated building construction within the City of San Juan.

PLANNING AND ZONING

Existing Services: City of San Juan

Services to be provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of San Juan Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of San Juan Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: City of San Juan

Services to be provided: Library use privileges is currently available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

The San Juan Memorial Library serves as a community resource to the citizens of San Juan and surrounding communities. The library has a collection of over 34,000 books along with a variety of DVD movies available for check out. We also provide fifty personal computers with internet access as well as MS Office and four children's computers with many fun and educational programs.

STREETS

Existing Services: City of San Juan

Services to be provided: Maintenance to the street facilities will be provided by the City of San Juan upon the effective date of the annexation. This service can be provided within the current budget appropriation. For streets that will require major improvements the service plan will address those concerns within two and a half (2 ½) years and complete the work within four and a half (4 ½) years.

STORM WATER MANAGEMENT

Existing Services: City of San Juan

Services to be provided: For new areas to be developed, developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completions. The City of San Juan will then maintain the drainage upon approval. For existing development the City will conduct public awareness and education activities on **Storm Water Management Plan** (MS4 Permit) and the **Clean Water Act**.

STREET LIGHTING

Existing Services: City of San Juan

Services to be provided: The City of San Juan will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy. The City will be installing additional street lighting in areas that are below standards.

TRAFFIC ENGINEERING

Existing Services: None by the City of San Juan

Services to be provided: The City Engineer will work with Texas Department of Transportation

(TxDot) to provide, after the effective date of annexation, any additional traffic control devices, such as traffic lights and stop signs to improve the safety of traffic in the area.

WATER SERVICE

Existing Services: Areas will be served by the Military Highway Water Supply Corporation.

Services to be provided: Water service is currently provided to the area in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: Sewer services currently being provided by on site sewer facilities (OSSF), City of San Juan.

Services to be provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: City of San Juan

Services to be provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Such Services will be required no later than expiration of any current contract citizen has in effect at the time of annexation.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of San Juan established policies governing extension of municipal services to newly annexed areas.

Furthermore, the City of San Juan, Texas, finds and determines the rural nature of the area is characteristically different from other more highly developed areas within the corporate limits of the City of San Juan, Texas. Consequently, because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of San Juan, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of San Juan, TX, will undertake to perform consistent with this contract so as to provide this newly annexed area the same type, kind and quality of service presently enjoyed by the citizens of the City of San Juan, Texas, who reside in areas of similar topography, land utilization and population.

Legal Description: Being a 5.936-acre tract of land out of Lot 60, Stewart's Addition to the Conway Gardens Subdivision, Volume 0, Pages 43, Hidalgo County Map Records, conveyed to RGV International Logistics, LLC.

EXECUTED this 31 day of March, A.D. 2026.



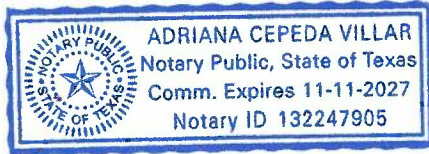
RGV International Logistics, LLC.
Hugo Martinez

Acknowledgment

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 31 day of March, 2026.





Notary Public – State of Texas

Accepted by:

CITY OF SAN JUAN

By: _____
Ruben Guajardo, City Manager

Approved as to form:
Palacios, Garza & Thompson, P.C.

By: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Consider Second and Final Reading of an Ordinance Regarding the Voluntary Annexation Petition concerning a 6.706-acre tract of land out of Lot 60, Stewart’s Addition to the Conway Gardens Subdivision, located approximately 450 Feet West of Stewart Road and 650 Feet South of Las Milpas Road, as Requested by Nacional Proveedora de Hortalizas S.A. de C.V. [Monica Gomez, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

At the City Commission Meeting on March 24, 2026, the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background:

As presented in previous meetings, this item constitutes the first reading of the voluntary annexation ordinance. The property owner has submitted a petition for voluntary annexation to the City of San Juan for a 6.814-acre tract of land located approximately 450 feet west of Stewart Road, along the south side of Las Milpas Road.

The annexation petition was accepted by the San Juan City Commission, and two public hearings were subsequently conducted in accordance with the requirements of Chapter 43 of the Texas Local Government Code, after which the City Commission may consider action on the annexation request.

RECOMMENDATION:

Staff recommends approval of the final reading of the ordinance as presented.

PREPARED BY:

Monica Gomez,
Interim Director of
Planning

APPROVED BY:

Ruben Guajardo, City
Manager



ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE EXTENSION ON CERTAIN BOUNDARY LIMITS OF THE CITY OF SAN JUAN, TEXAS; AND THE VOLUNTARY ANNEXATION OF A 6.706-ACRE TRACT OF LAND OUT OF LOT 60, STEWART'S ADDITION TO THE CONWAY GARDENS, HIDALGO COUNTY, TEXAS; AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGES 43, DEED RECORDS OF HIDALGO COUNTY.

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

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

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

WHEREAS, the territory hereinafter described contains approximately 6.706 acres of land; and

WHEREAS, a notice of the City of San Juan proposed annexation was published in a newspaper having general circulation in the City of San Juan, Texas on January 28, 2026 and February 25, 2026 and was published between 11th day and 20th day before the public hearing dates; and

WHEREAS, the first public hearing was held at 6:00 p.m. on February 10, 2026 at the San Juan Memorial Library, located at 1010 S. Standard Avenue, San Juan, Texas and second public hearing was held at 6:00 p.m. on March 10, 2026 at San Juan Memorial Library, located at 1010 S. Standard Avenue, San Juan, Texas so that all interested parties were provided the opportunity to be heard regarding the proposed annexation of those tracts hereinafter described; and

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

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

Exhibit "B"

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

Being a 6.706 acre tract of land out of Lot 60, Stewarts Addition to the Conway Gardens Subdivision, Volume 0, Page 43, Hidalgo County Map Records, conveyed to Nacional Proveedora de Hortalizas S.A. de C.V., by a "Special Warranty Deed", as shown in Document Number 3564469, of the Official Records, Hidalgo County, Texas, said 6.706 acre tract of land being more particularly described as follows:

Commencing at a cotton spindle found on the Centerline of Las Milpas Rd, being on the Northwest corner of Lot 55, Stewarts Addition to the Conway Gardens Subdivision, Volume 0, Page 43, Hidalgo County Map Records, Thence, South 08°36'09" West, a distance of 2175.93 feet, to a point on said West line, Thence, South 81°23'51" East a distance of 190.44 feet, to a 5/8 inch iron rod with yellow plastic cap stamped "ROWSS PROP COR" set for the Northwest corner and the Point of Beginning this herein described tract of land;

Thence, South 81°23'51" East, a distance of 629.56 feet, to the Northeast corner of this herein described tract of land;

Thence, South 08°36'09" West, a distance of 464.07 feet to the Southeast this corner this herein described tract of land;

Thence, North 81°23'51" West, a distance of 629.27 feet to a Magnail set for the Southwest corner this herein described tract of land;

Thence, North 08°34'02" East, a distance of 464.07 feet to the Point of Beginning, containing a computed area of 6.706 acres.

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

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

SECTION IV: The zoning of the property shall be classified as Light Industrial District (L-I).

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

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

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

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

PASSED and APPROVED on first reading on the 24th day of March, 2026.

PASSED and APPROVED on second reading on the 14th day of April, 2026.

CITY OF SAN JUAN

MARIO GARZA, Mayor

ATTEST:

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

BRENDA ESCALANTE
City Secretary

City Attorney

EXHIBIT C

ANNEXATION MUNICIPAL SERVICE PLAN AGREEMENT

POLICE

Existing Services: City of San Juan

Services to be provided: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of San Juan Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

FIRE PROTECTION & AMBULANCE SERVICE

Existing Services: City of San Juan

Services to be provided: Fire protection will be available to the area upon annexation. Primary fire response will be provided by the San Juan Fire Department staff and personnel located at 512 S. Nebraska Avenue, San Juan, Texas and 2301 N. Raul Longoria Road, San Juan, Texas. Adequate fire protection activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Inspector's office as needed. Ambulance service will be provided with response to all dispatched calls and request for service on assistance within the newly annexed areas.

BUILDING INSPECTION & CODE ENFORCEMENT DIVISION

Existing Services: City of San Juan

Services to be provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes with regulated building construction within the City of San Juan.

PLANNING AND ZONING

Existing Services: City of San Juan

Services to be provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of San Juan Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of San Juan Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: City of San Juan

Services to be provided: Library use privileges is currently available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

The San Juan Memorial Library serves as a community resource to the citizens of San Juan and surrounding communities. The library has a collection of over 34,000 books along with a variety of DVD movies available for check out. We also provide fifty personal computers with internet access as well as MS Office and four children's computers with many fun and educational programs.

STREETS

Existing Services: City of San Juan

Services to be provided: Maintenance to the street facilities will be provided by the City of San Juan upon the effective date of the annexation. This service can be provided within the current budget appropriation. For streets that will require major improvements the service plan will address those concerns within two and a half (2 ½) years and complete the work within four and a half (4 ½) years.

STORM WATER MANAGEMENT

Existing Services: City of San Juan

Services to be provided: For new areas to be developed, developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completions. The City of San Juan will then maintain the drainage upon approval. For existing development the City will conduct public awareness and education activities on **Storm Water Management Plan** (MS4 Permit) and the **Clean Water Act**.

STREET LIGHTING

Existing Services: City of San Juan

Services to be provided: The City of San Juan will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy. The City will be installing additional street lighting in areas that are below standards.

TRAFFIC ENGINEERING

Existing Services: None by the City of San Juan

Services to be provided: The City Engineer will work with Texas Department of Transportation

(TxDot) to provide, after the effective date of annexation, any additional traffic control devices, such as traffic lights and stop signs to improve the safety of traffic in the area.

WATER SERVICE

Existing Services: Areas will be served by the Military Highway Water Supply Corporation.

Services to be provided: Water service is currently provided to the area in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: Sewer services currently being provided by on site sewer facilities (OSSF), City of San Juan.

Services to be provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: City of San Juan

Services to be provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Such Services will be required no later than expiration of any current contract citizen has in effect at the time of annexation.


MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of San Juan established policies governing extension of municipal services to newly annexed areas.

Furthermore, the City of San Juan, Texas, finds and determines the rural nature of the area is characteristically different from other more highly developed areas within the corporate limits of the City of San Juan, Texas. Consequently, because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of San Juan, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of San Juan, TX, will undertake to perform consistent with this contract so as to provide this newly annexed area the same type, kind and quality of service presently enjoyed by the citizens of the City of San Juan, Texas, who reside in areas of similar topography, land utilization and population.

Legal Description: Being a 6.706-acre tract of land out of Lot 60, Stewart's Addition to the Conway Gardens Subdivision, Volume 0, Pages 43, Hidalgo County Map Records, conveyed to National Proveedorora de Hortalizas S.A. de C.V.

EXECUTED this 31 day of March, A.D. 2026.



Nacional Proveedorora de Hortalizas S.A. de C.V.
Jose Fernando de Doig Alvear


Acknowledgment

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 31 day of March, 2026.





Notary Public – State of Texas

Accepted by:

CITY OF SAN JUAN

By: _____
Ruben Guajardo, City Manager

Approved as to form:
Palacios, Garza & Thompson, P.C.

By: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Consider Second and Final Reading of an Ordinance Regarding the Conditional Use Permit for the Sale of Alcoholic Beverage (FB – Food & Beverage Certificate and MB – Mixed Beverages) for On-Premise Consumption at The Post Oak Beer Garden at GW’s BBQ, located at 107 N. Nebraska Avenue, as Requested by Post Oak Beer Garden at GW’s BBQ, LLC. [Monica Gomez, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

At the City Commission Meeting on March 24, 2026, the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background:

The applicant is proposing to operate a beer garden at GW’s BBQ. For this reason, the applicant is requesting a Conditional Use Permit (CUP) to allow the sale of alcoholic and mixed beverages for on-premise consumption as a complement to the food service provided at the establishment.

Hours of Operation

- Thursday – Saturday: 6:00 p.m. to 12:00 a.m.
- Sunday: 10:00 a.m. to 4:00 p.m.

The applicant will be required to comply with all regulations established by the Texas Alcoholic Beverage Commission (TABC) as well as all applicable City of San Juan ordinances and requirements governing the sale of alcoholic beverages. Additional permits may be required depending on the type of alcohol sales authorized.

Staff recommends approval of the conditional use permit as presented.

RECOMMENDATION:

Staff recommends approval of the final reading of the ordinance as presented.

PREPARED BY:

Monica Gomez,
Interim Director of
Planning

APPROVED BY:

Ruben Guajardo, City
Manager

CONDITIONAL USE PERMIT
“POST OAK BEER GARDEN AT GW’S BBQ, LLC.”
APRIL 14, 2026

PAGE 1

Conditional Use Permit

Applicant: Post Oak Beer Garden at GW’s BBQ, LLC.

Request: Conditional Use Permit for the Sale of Alcoholic Beverages (*FB – Food & Beverage Certificate and MB – Mixed Beverage Permit*) for On-Premise Consumption

Address: 107 N. Nebraska Avenue

Legal Description: The East 127.8 feet of the West 290.60 feet of the South 274.1 feet of Lot 32, Block 8, John Closner Subdivision.

The applicant is proposing to operate a beer garden at GW’s BBQ. For this reason, the applicant is requesting a Conditional Use Permit (CUP) to allow the sale of alcoholic and mixed beverages for on-premise consumption as a complement to the food service provided at the establishment.

Hours of Operation

- Thursday – Saturday: 6:00 p.m. to 12:00 a.m.
- Sunday: 10:00 a.m. to 4:00 p.m.

The applicant will be required to comply with all regulations established by the Texas Alcoholic Beverage Commission (TABC) as well as all applicable City of San Juan ordinances and requirements governing the sale of alcoholic beverages. Additional permits may be required depending on the type of alcohol sales authorized.

The following conditions are recommended should the Conditional Use Permit be approved:

1. The applicant shall comply with all City of San Juan ordinances and Texas Alcoholic Beverage Commission (TABC) regulations, including permitted hours of operation.
2. Adequate security lighting shall be provided to ensure customer safety and assist with crime prevention.
3. The applicant shall comply with all applicable City requirements, including but not limited to building codes, fire codes, landscaping, parking requirements, and other applicable regulations.
4. The business shall comply at all times with the City of San Juan Noise Ordinance.
5. Loading or unloading of merchandise shall not occur within any public street.
6. The owner shall agree to pay all required annual fees to the City of San Juan, including fees associated with the alcohol license, Conditional Use Permit, occupational license, and health permits.
7. The Conditional Use Permit may be revoked at any time by the Planning and Zoning Commission and/or the City Commission for noncompliance with any condition of approval.

Notice of the public hearing was published in the local newspaper, and notification letters were mailed to twenty-one (21) property owners within the required 200-foot radius of the subject property. No comments were received.

Based on the analysis above, staff recommends approval of the Conditional Use Permit request for the sale of alcoholic beverages for on-premise consumption at 107 N. Nebraska Avenue, subject to the conditions listed above.



Proposed Site



Location Map

CONDITIONAL USE PERMIT
“POST OAK BEER GARDEN AT GW’S BBQ, LLC.”
APRIL 14, 2026

PAGE 3

FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 03/12/2026 Vice Chair Castillo made a motion to approve the conditional use permit as presented. Commissioner Yzaguirre second the motion. The motion passed unanimously with a 6-0 vote.

Ms. Gomez explained that this item is a public hearing for the approval of a Conditional Use Permit to allow the sale of alcoholic beverages under a FB – Food & Beverage Certificate and MB – Mixed Beverage at the proposed Post Oak Beer Garden at GW’s BBQ located at 107 N. Nebraska Avenue. The proposed use is a Beer Garden.

Hours of Operation:

- Thursday – Saturday: 6:00 p.m. to 12:00 a.m.
- Sunday: 10:00 a.m. to 4:00 p.m.

The applicant must comply with all City of San Juan and Texas Alcoholic Beverage Commission (TABC) regulations to maintain the alcohol permit. Compliance with the business permit is also required as part of this Conditional Use Permit. Failure to comply with any of the listed requirements may result in revocation of the Conditional Use Permit. Additional permits may be required depending on the type of alcohol sales authorized. Notice of the public hearing was published in the newspaper, and notification letters were mailed to twenty-one (21) property owners within the required 200-foot radius. No comments were received.

Staff recommends approval of the Conditional Use Permit as presented.

Chairwoman Cardenas opened the public hearing at 6:02 p.m.

Commissioner Garza inquired whether the proposal would utilize the same parking area as the restaurant. Staff confirmed that it would, as the uses operate during different hours.

Vice Chair Castillo asked whether the application was limited to the sale of alcohol at the beer garden.

Ms. Gomez confirmed that the request is limited to that area and stated that a separate permit would be required for alcohol sales within the restaurant.

Chairwoman Cardenas closed the public hearing at 6:03 p.m.



ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGE (FB – FOOD & BEVERAGE CERTIFICATE AND MB – MIXED BEVERAGES) AT “POST OAK BEER GARDEN AT GW’S BBQ” LOCATED AT 107 N. NEBRASKA AVENUE, AS PROVIDED IN ARTICLE IV, OF THE ZONING ORDINANCE, CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING FOR A CODE DISPOSITION.

WHEREAS, Post Oak Beer Garden at GW’s BBQ, LLC. has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan for the Sale of Alcoholic Beverages (*FB – Food & Beverage Certificate and MB – Mixed Beverages*) for on-premise consumption at Post Oak Beer Garden at GW’s BBQ, located at 107 N. Nebraska Avenue, San Juan, Texas.

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

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

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to Post Oak Beer Garden at GW’s BBQ, LLC. has applied for a Conditional Use Permit for the Sale of Alcoholic Beverages (*FB – Food & Beverage Certificate and MB – Mixed Beverages*) at “Post Oak Beer Garden at GW’s BBQ, LLC.”, subject to the following conditions:

1. The applicant shall comply with all City of San Juan ordinances and Texas Alcoholic Beverage Commission (TABC) regulations, including permitted hours of operation.
2. Adequate security lighting shall be provided to ensure customer safety and assist with crime prevention.
3. The applicant shall comply with all applicable City requirements, including but not limited to building codes, fire codes, landscaping, parking requirements, and other applicable regulations.
4. The business shall comply at all times with the City of San Juan Noise Ordinance.
5. Loading or unloading of merchandise shall not occur within any public street.
6. The owner shall agree to pay all required annual fees to the City of San Juan, including fees associated with the alcohol license, Conditional Use Permit, occupational license, and health permits.
7. The Conditional Use Permit may be revoked at any time by the Planning and Zoning Commission and/or the City Commission for noncompliance with any condition of approval.

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

PASSED and **APPROVED** on first reading on the 24th day of March, 2026.

PASSED and **APPROVED** on second and final reading on the 14th day of April, 2026.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

APPROVED BY:

Palacios, Garza & Thompson, P.C.

BRENDA ESCALANTE
CITY SECRETARY

CITY ATTORNEY

COMMUNITY IMPACT STATEMENT

Post Oak Beer Garden at GW's BBQ

The Post Oak Beer Garden at GW's BBQ is designed to serve as a positive addition to the community by creating a safe, family-friendly gathering space that supports local economic growth, job creation, and community engagement.

Economic Impact & Job Creation

The project represents a significant private investment into the property and surrounding area, including substantial improvements to infrastructure, facility upgrades, and operational enhancements. The development and operation of the Post Oak Beer Garden will create employment opportunities for local residents, including front-of-house, kitchen, management, and support positions.

The continued expansion of GW's BBQ — already an established and successful local business — reinforces long-term economic stability and ongoing tax revenue generation for the city and surrounding region.

Community-Oriented Environment

The concept is intentionally designed to maintain a family-friendly atmosphere where residents and visitors can gather safely to enjoy food, beverages, live entertainment, and community events. The environment will encourage positive social interaction while supporting responsible service practices and operational standards.

Entertainment offerings, including occasional live music and televised sporting events, will be curated to enhance the guest experience while maintaining respect for nearby businesses and the surrounding community.

Responsible Operations & Safety

Operational policies prioritize safety and responsible management, including:

- Alcohol service concluding at least 30 minutes prior to closing.
- Adherence to all local, state, and federal regulations.
- Responsible beverage service protocols.
- Management oversight to ensure orderly operations and guest safety.

Local Identity & Cultural Contribution

As an extension of GW's BBQ — recognized as one of Texas's top barbecue destinations — the Post Oak Beer Garden builds upon a strong foundation of community trust, culinary excellence,

and local pride. The concept will contribute to the area's identity as a destination for quality food and hospitality while supporting surrounding businesses through increased traffic and visibility.

Long-Term Vision

The goal of the Post Oak Beer Garden is to create a sustainable, long-term business that becomes a valued part of the community. By combining responsible operations, quality food, and a welcoming atmosphere, the project aims to deliver lasting social and economic benefits to the city and its residents.

Days & Hours of Operation Statement

Post Oak Beer Garden at GW's BBQ

The Post Oak Beer Garden at GW's BBQ is proposed as a family-friendly outdoor dining and beverage concept designed to complement the existing operations of GW's BBQ. The concept will provide a relaxed environment for guests to enjoy food, beer, wine, and entertainment while maintaining a safe and community-focused atmosphere.

Proposed Days of Operation

- Thursday
- Friday
- Saturday
- Sunday

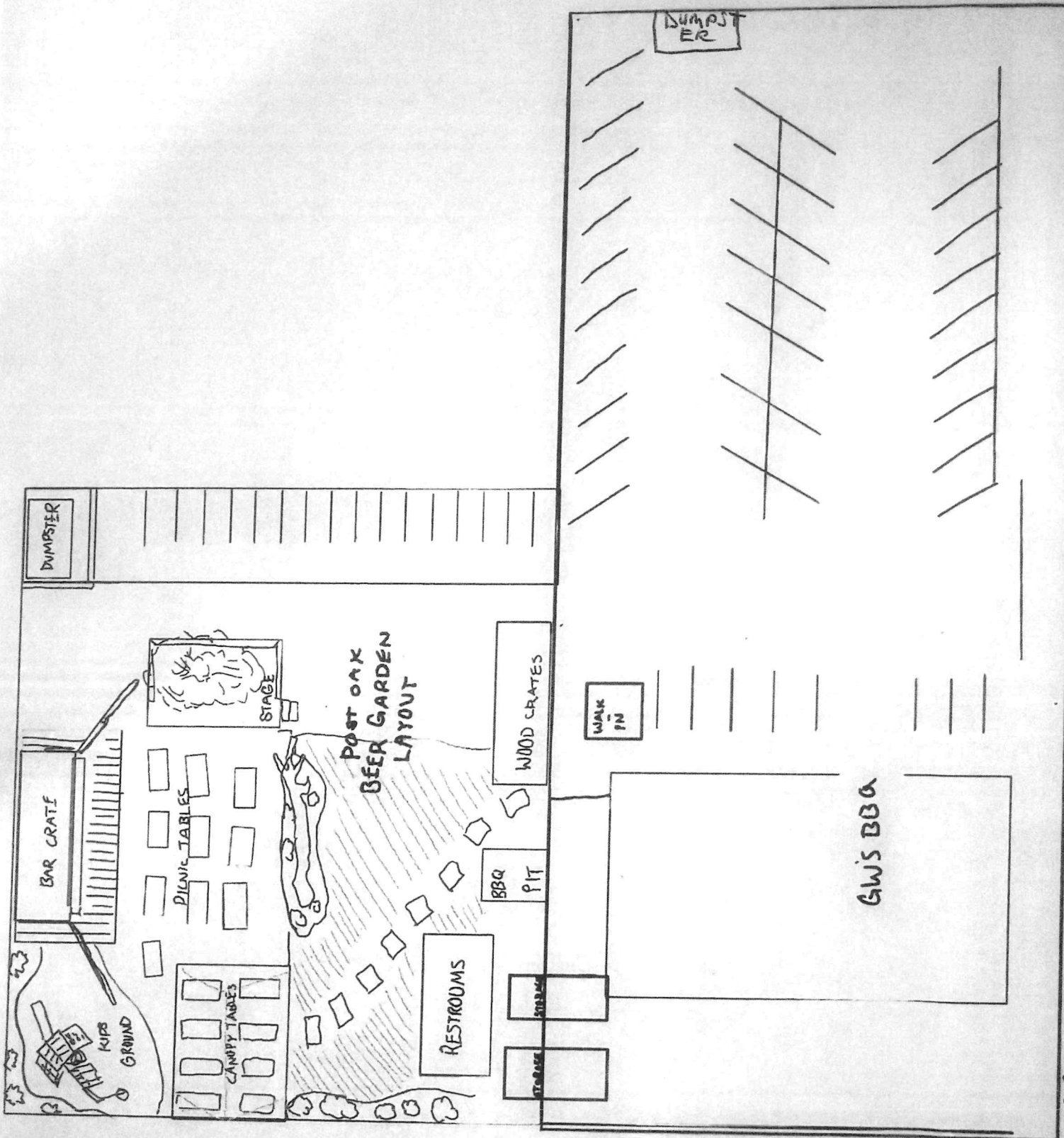
Proposed Hours of Operation

- **Thursday – Saturday:** 6:00 PM – 12:00 AM
- **Sunday:** 10:00 AM – 4:00 PM

Operational Highlights

- Family-oriented environment with seating for guests of all ages.
- Beer and wine service with responsible alcohol practices.
- **Alcohol service will conclude at least 30 minutes prior to closing.**
- Televisions for sports and entertainment.
- Occasional live music and special events.
- Expanded food offerings including items such as brisket tacos, wings, wraps, fresh ground brisket burgers, brisket pizza, and traditional wood-fired pizza options prepared in a 100% wood-fired oven.

The intent of the Post Oak Beer Garden is to create a community gathering space that enhances the existing success and reputation of GW's BBQ while adding economic and social value to the area.



After 4 parking becomes post oak beer garden parking spaces

Conditional Use Permit for the Sale of Alcoholic Beverages (*FB – Food & Beverage Certificate and MB – Mixed Beverage*) at “Post Oak Beer Garden at GW’s BBQ” located at 107 N. Nebraska Avenue, legally described as the East 127.8 feet of the West 290.60 feet of the South 274.1 feet of Lot 32, Block 8, John Closner Subdivision, as Requested by Post Oak Beer Garden at GW’s BBQ, LLC.

CANALES BERTHA C
1816 DIABLO CT
PLANO, TX 75074-7945

PADRON MARIA ESTELLA ETAL
PO BOX 984
SAN JUAN, TX 78589-0984

SANDOVAL DELIA
129 E 1ST ST
SAN JUAN, TX 78589

GARZA EULALIO ET AL
122 E 1ST ST
SAN JUAN, TX 78589

BOJORQUEZ RICARDO
2422 LINKS DR
EDINBURG, TX 78542-4543

SANDOVAL ROGELIO & REBECCA
129 E 1ST ST
SAN JUAN, TX 78589-3001

AVILA ROSELIA H
712 N 31ST ST
MCALLEN, TX 78501-8018

HERNANDEZ GABRIEL FEDERICO
ORTEGA
121 E 2ND ST
SAN JUAN, TX 78589-3007

GEORGE WATTS JR
107 N NEBRASKA AVE
SAN JUAN, TX 78589

FARIAS AGUINALDO JR & LINA D
130 E 1ST ST
SAN JUAN, TX 78589-3002

ACOSTA ROBERT
PO BOX 577
ALAMO, TX 78516-0577

ESCAMILLA MANUEL
132 E FIRST STREET
SAN JUAN, TX 78589-3002

URESTI JORGE BALDEMAR
119 E 2ND ST
SAN JUAN, TX 78589-3007

YRACHETA HILDA
115 E 2ND ST
SAN JUAN, TX 78589-3007

HOWELL MICHAEL & SONIA M
TREVINO
1901 ROYAL PALM DR
MISSION, TX 78572-3243

LOPEZ RAFAEL
115 E 2ND ST
SAN JUAN, TX 78589-3007

BOX NORMA LINDA
PO BOX 598
SAN JUAN, TX 78589-0598

ALEMAN ENCARNACION
PO BOX 984
SAN JUAN, TX 78589-0984

CANTU MINERVA A LIVING TRUST
113 E 1ST ST
SAN JUAN, TX 78589-3001

GARCIA MARIA FELICITAS
118 E 1ST ST
SAN JUAN, TX 78589-3002

CANTU ALFREDO JR
111 E 1ST ST
SAN JUAN, TX 78589-3001

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Consider Second and Final Reading of an Ordinance Regarding the Rezoning Request from Single-Family Residence District (R-S) to General Business District (C-2) of the property located at 311 N. Standard Avenue, legally described as the W ½ of Lots 17 through 20, Block 17, San Juan Original Townsite Subdivision, as Requested by Ernesto Gonzalez, Jr. [Monica Gomez, Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

At the City Commission Meeting on March 24, 2026, the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background:

The applicant is requesting that the property be rezoned from Single-Family Residence District (R-S) to General Business District (C-2) in order to bring the zoning designation into compliance with the existing use of the property. The subject property has historically operated as a commercial since the 1980s.

The surrounding area along Standard Avenue is primarily characterized by residential uses. The Hidalgo County Irrigation District No. 2 is located directly in front of the property. However, due to the presence of the existing commercial building, the applicant is requesting the rezoning to ensure the zoning classification is consistent with the current use of the property.

Notice of the public hearing was published in the local newspaper, and notification letters were mailed to seventeen (17) property owners within the required 200-foot radius of the subject property. One comment was received against the request.

RECOMMENDATION:

Staff recommends approval of the final reading of the ordinance as presented.

PREPARED BY:

Monica Gomez,
Interim Director of
Planning

APPROVED BY:

Ruben Guajardo, City
Manager

Rezoning Request

Applicant: Ernesto Gonzalez Jr.

Request: Rezoning from Single-Family Residence District (R-S) to General Business District (C-2)

Address: 311 N. Standard Avenue

Legal Description: The West ½ of Lots 17-20, Block 17, San Juan Original Townsite

This property is currently known as a feed store located along Standard Avenue, between 3rd and 4th Streets. The applicant is requesting that the property be rezoned from Single-Family Residence District (R-S) to General Business District (C-2) in order to bring the zoning designation into compliance with the existing use of the property. The subject property has historically operated as a commercial since the 1980s.

The surrounding area along Standard Avenue is primarily characterized by residential uses. The Hidalgo County Irrigation District No. 2 is located directly in front of the property. However, due to the presence of the existing commercial building, the applicant is requesting the rezoning to ensure the zoning classification is consistent with the current use of the property.

Notice of the public hearing was published in the local newspaper, and notification letters were mailed to seventeen (17) property owners within the required 200-foot radius of the subject property. One comment was received against the request.

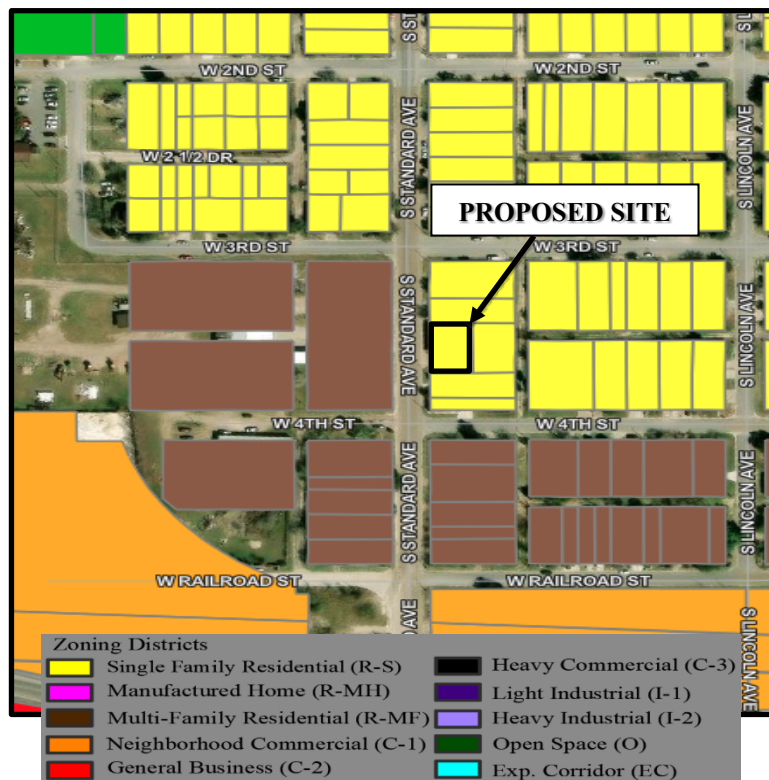
Based on the analysis above, staff recommends approval of the rezoning request from Single-Family Residence District (R-S) to General Business District (C-2). The property has historically operated as a commercial use for several decades, and approval of the rezoning would eliminate the nonconforming status of the property and allow it to operate in compliance with the City’s zoning regulations.



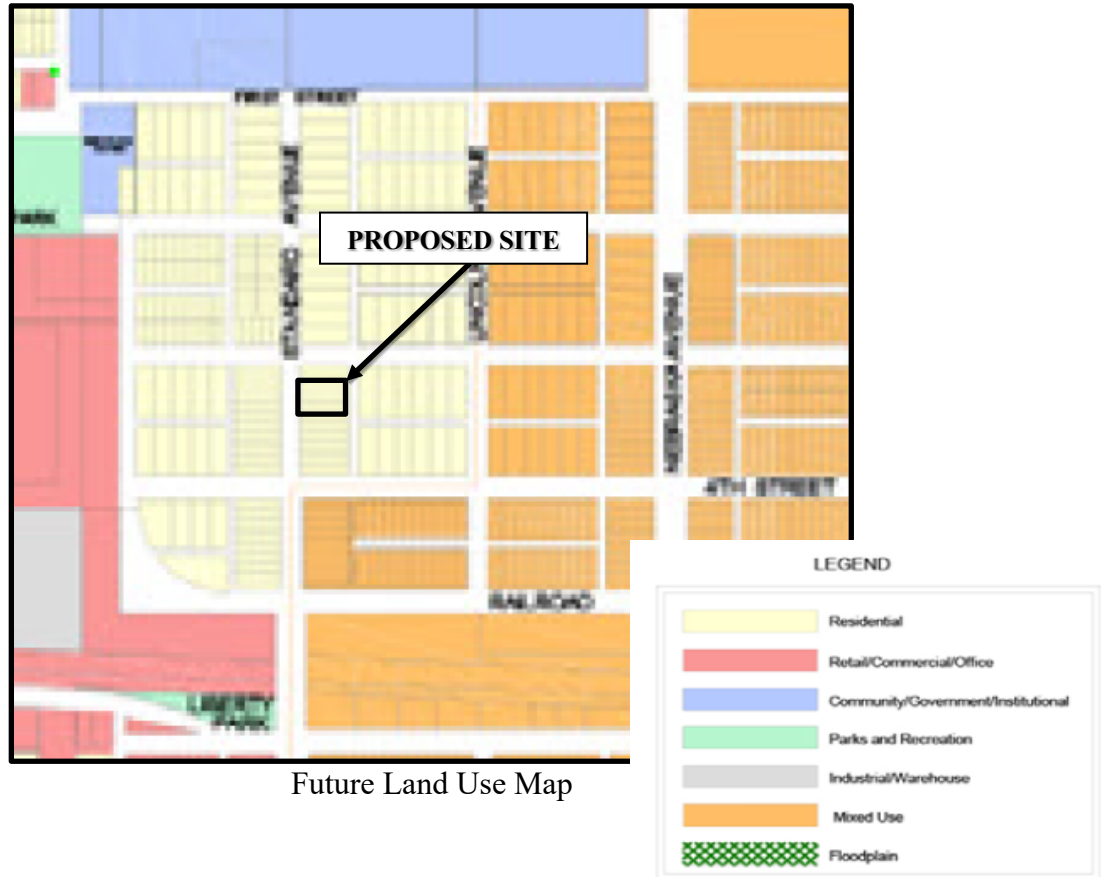
Proposed Site



Location Map



Zoning Map



FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 03/12/2026 Vice Chair Castillo made a motion to approve the rezoning request as presented. Commissioner Garza seconded the motion. The motion carried by a 5–1 vote, with Chairwoman Cardenas voting in opposition.

Ms. Gomez explained that the applicant is requesting that the property be rezoned from Single-Family Residence District (R-S) to General Business District (C-2) in order to bring the zoning designation into compliance with the existing use of the property. The property, is operating as a commercial since the 1980s, has a long-standing commercial use. Notice of the public hearing was published in the local newspaper, and notification letters were mailed to seventeen (17) property owners. Two comments and letters were received in opposition to the request. Staff recommended approval of the rezoning request as presented.

Chairwoman Cardenas opened the public hearing at 6:04 p.m.

Ms. Evi Lindquist asked whether the proposed rezoning would affect their property taxes.

Ms. Gomez explained that there would be no changes to surrounding properties’ taxes, and that any tax implications would apply only to the subject property, which is already being assessed as commercial.

Chairwoman Cardenas added that the property is currently appraised as commercial and that the rezoning request is intended to align the zoning with the existing use of the property.

Mr. Ernesto Gonzalez Jr., the property owner, explained the current use of the property and expressed his intent to contribute to the beautification of the City of San Juan. He noted that prospective tenants plan to use the property for storage and office space.

Chairwoman Cardenas expressed concern that approving the request could constitute spot zoning and potentially set a precedent for other residential properties to seek similar approvals, thereby undermining the purpose and integrity of the residential zoning designation.

Mr. Gonzalez responded by referencing nearby subdivisions that include commercial buildings.

Commissioner Garza asked about the future land use designation, and Ms. Gomez confirmed that the property is currently designated as residential.

Carlos Garza, engineer with AEC Engineering, explained the distinction between land use and zoning, stating that the intent is to bring the property into compliance with applicable codes and regulations.

Chairwoman Cardenas stated that the request is being brought forward due to the pending sale of the property and the need to address zoning. However, she emphasized that the Commission's responsibility is to uphold the current residential land use designation rather than speculate on future ownership or potential uses, noting that prior nonconforming uses do not justify rezoning.

Commissioner Garza asked whether any future development plans had been submitted, and Ms. Gomez confirmed that there are no current proposals.

Ms. Gomez also noted that a workshop was held in 2019 regarding future land use maps and that amendments to the map can be considered.

Commissioner Salinas asked why the property needs to be rezoned, and Chairwoman Cardenas responded that the property cannot be marketed as residential under its current conditions.

Chairwoman Cardenas stated that while she respects the history of the building and the intentions of the prospective buyers, her decision must be based strictly on the current residential land use and zoning, rather than past informal uses or potential future plans.

Karina Espinoza, a realtor, briefly stated that the property is now being considered a landmark and mentioned that an event was recently held there.

Ms. Gomez explained that the property has historically been utilized for commercial purposes and that the request would ensure compliance with applicable commercial regulations.

Chairwoman Cardenas closed the public hearing at 6:32 p.m.



ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY OF SAN JUAN ZONING ORDINANCE NO. 98-006, TO CHANGE THE ZONING DISTRICT FROM SINGLE-FAMILY RESIDENCE DISTRICT (R-S) TO GENERAL BUSINESS DISTRICT (C-2) OF THE PROPERTY LOCATED AT 311 N. STANDARD AVENUE, LEGALLY DESCRIBED AS THE WEST ½ OF LOTS 17 THROUGH 20, BLOCK 17, SAN JUAN ORIGINAL TOWNSITE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS:

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

The zoning district of the property legally described as the W ½ of Lots 17 through 20, Block 17, San Juan Original Townsite Subdivision, located at 311 N. Standard Avenue shall be changed to General Business District (C-2) and the zoning map shall be amended accordingly.

PASSED and **APPROVED** on first reading on the 24th day of March, 2026.

PASSED and **APPROVED** on second and final reading on the 14th day of April, 2026.

CITY OF SAN JUAN

MARIO GARZA
MAYOR

ATTEST:

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

BRENDA ESCALANTE
CITY SECRETARY

CITY ATTORNEY

§ 5.00. (C-2) GENERAL BUSINESS DISTRICT.

§ 5.01. PERMITTED USES.

- (a) All uses listed as permitted uses in C-1 districts;
 - (b) Any retail business, personal services, business services except the following: Lumberyards or contractor yards, farm equipment or other heavy equipment sales or service, farm products warehousing and storage or stockyards, general warehousing and storage. Household goods warehousing and storage in individually rented storage units is permitted;
 - (c) Hotel, motel and/or eating places;
 - (d) Printing, publishing and allied products manufacturing;
 - (e) Rail and motor vehicle transportation passenger terminals;
 - (f) Telephone, telegraphs, television, radio or similar media stations, centers, studios, but not including public microwave, radio and television towers;
 - (g) Any wholesale trade or wholesale trade accessory to any permitted retail operation except the following: Raw cotton, grain, hide, skins and raw furs, tobacco, wool or mohair, livestock, commercial or industrial machinery or supplies, metals and minerals, petroleum bulk stations and terminals, scrap or junk waste materials;
 - (h) Signs in accordance with adopted ordinances; or
 - (i) Automotive repair as an accessory use to a permitted retail use, such as retail sale of automobiles or retail sale of automotive parts.
- (Ordinance 17-13 adopted 6/27/17)

§ 5.02. CONDITIONAL USES (REQUIRE USE PERMITS).

- (a) Gasoline service stations or retail outlets where gasoline products are sold;
- (b) Drive-in businesses;
- (c) Planned shopping centers;
- (d) Bars, nightclubs and social event centers in accordance with adopted policies;
- (e) Amusement parks, circus or carnival grounds, commercial amusement or recreation developments, or tents or other temporary structures used for temporary purposes, in accordance with all applicable City regulations and ordinances;
- (f) Portable buildings;
- (g) Owner-occupied residence in compliance with the setback requirements of this zoning district;
- (h) Automotive repair and service as a primary use, including auto paint and body work as a

primary use, subject to required conditions. (See conditions listed in Section 5.04 hereof).

- (1) All establishments engaged in automotive repair, services, maintenance, or paint and body work that are under construction or in existence and located in C-2 zone as of the date of adoption of this subsection shall hereby be classified as conforming uses and shall not be denied the right to expand, repair or rebuild such establishments.

(i) Mobile food courts:

- (1) All establishments engaged as a mobile food court as defined under Article 4.12 of Chapter 4 Business Regulations of the City's Code of Ordinances shall comply with all the applicable local, state and federal regulations, including but not limited to Division 1, 2, and 3 under Article 4.12 Food Establishment Regulations of Chapter 4 Business Regulations under the City's Code of Ordinances.

(Ordinance 17-13 adopted 6/27/17; Ordinance 2023-05 adopted 2/28/2023)

§ 5.03. REQUIRED CONDITIONS.

Gasoline service stations or retail outlets where gasoline products are sold, drive-in businesses, and veterinary hospitals shall be subject to the same limitations as set forth in the C-1 district for these types of uses. Access lane shall be clearly designated on subdivision plat.

(Ordinance 17-13 adopted 6/27/17)

§ 5.04. REQUIRED CONDITIONS FOR AUTOMOTIVE REPAIR AS A PRIMARY USE.

- (a) Such establishments shall be located on a lot or tract of land of sufficient size to accommodate the proposed use. In no case shall the building site be less than twenty thousand (20,000) square feet;
- (b) All service, repair, maintenance, painting, and other work shall take place within an enclosed area;
- (c) There shall be no outside storage of materials;
- (d) The building where the proposed work is to take place shall be at least one hundred (100) feet from the nearest residence;
- (e) A six-foot wall or opaque fence buffering the proposed use from any residential use of residentially zoned area may be required; and
- (f) All new buildings and all conversions of existing buildings to such uses shall meet current building code and fire code requirements in terms of separation of high hazard uses from other occupancy use classifications, etc.

(Ordinance 17-13 adopted 6/27/17)

§ 5.05. PROHIBITED USES.

- (a) Any building erected or land used for other than one or more of the preceding specified uses; or

- (b) Any use of property that does not meet the required minimum lot size; front, side and rear yard dimension; and/or lot width; or exceeds the maximum height, building coverage or density per gross acre as required in Article VI.
(Ordinance 17-13 adopted 6/27/17)

Rezoning Request from Single Family Residence District (R-S) to General Business District (C-2) of the W ½ Lots 17-20 Blk 17, San Juan Original Townsite Subdivision, located at 311 N. Standard Avenue, as Requested by Ernesto Gonzalez, Jr.

PACHECO JOSE & MARIA L
711 CHERRY ST
CHARLOTTE, MI 48813-1701

GONZALEZ ERNESTO JR
1304 S JUNIPER ST
PHARR, TX 78577-6404

HIDALGO CO IRR DIST #2
PO BOX 6
SAN JUAN, TX 78589-0006

ZAVALA RUBEN
301 N OBLATE
SAN JUAN, TX 78589-2230

SNELL SONYA I ET AL
402 N STANDARD AVE
SAN JUAN, TX 78589

NAVA MARIA DE LOS ANGELES
209 W 3RD ST
SAN JUAN, TX 78589-2713

MIRELES VICTOR H
301 NORTH STANDARD AVE
SAN JUAN, TX 78589-2739

LUNA ALBERTO JR & HECTOR
401 S STANDARD AVE
SAN JUAN, TX 78589

ESCOBEDO NICOLAS JR
610 E ELDORA RD
PHARR, TX 78577

MARTINEZ LUISA & RAUL
406 S WOODLAND DR
PHARR, TX 78577-5200

SOLIS ANTONIO
221 W 4TH ST
SAN JUAN, TX 78589-2719

AYALA MARIO & CYNTHIA DE LA
GARZA AKA AYALA
300 W 3RD ST
SAN JUAN, TX 78589-2716

MARTINEZ LEONARDO SALVADOR
ET AL
309 N STANDARD AVE
SAN JUAN, TX 78589-2739

ERNESTO GONZALEZ JR
311 N STANDARD AVE
SAN JUAN, TX 78589

SANTILLAN GILBERTO JR
214 W 3RD ST
SAN JUAN, TX 78589-2714

ZAVALA SANTOS G
206 W 4TH ST
SAN JUAN, TX 78589-2720

YBANEZ DEBORAH ETAL
1310 E JACKSON AVE
PHARR, TX 78577

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Budget Expenditure Report February 28, 2026. [Maria L. Beltran, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of the Budget Expenditure Report for the Month of February 28, 2026

RECOMMENDATION:

Approve as Presented

PREPARED BY:

Maria Beltran,
Director of Finance

APPROVED BY:

Ruben Guajardo, City
Manager

**City of San Juan, Texas
Budget Expenditures Report
February 28, 2026**

Budget Target 42%

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
PROPERTY TAXES	9,516,262	8,449,444	-	(1,066,818)	2,906,941	1,118,128	88.79
SALES TAX REVENUE	5,746,168	2,055,704	-	(3,690,464)	474,542	592,347	35.78
FRANCHISE TAX	1,062,500	484,176	-	(578,324)	78,152	350,297	45.57
LICENSES & PERMITS	1,067,782	254,563	-	(813,219)	42,211	62,751	23.84
FEES & FINES	297,037	54,287	-	(242,750)	20,683	19,530	18.28
INTERGOVERNMENTAL REVENUE	745,151	197,359	-	(547,792)	56,750	51,694	26.49
OTHER REVENUE	1,180,741	378,132	-	(802,609)	62,111	75,206	32.02
Transfer Inn	-	-	-	-	-	-	-
TOTAL REVENUES	19,615,641	11,873,666	-	(7,741,975)	3,641,389	2,269,953	60.53
EXPENDITURE SUMMARY							
LEGISLATIVE							
PURCHASED PROF/TECH SRVS	50,000	8,000	28,000	14,000	4,000	4,000	72.00
PUR PROP SRVS & OTH SRVS	15,050	990	730	13,330	435	90	11.43
SUPPLIES	5,040	1,559	630	2,851	864	-	43.43
MISCELLANEOUS	175,876	108,848	163	66,866	11,096	45,180	61.98
LEGISLATIVE	245,966	119,397	29,522	97,046	16,396	49,270	60.54
CITY MANAGER							
SALARIES & WAGES/BENEFIT	369,272	140,992	-	228,280	34,110	34,248	38.18
PURCHASED PROF/TECH SRVS	37,000	41,500	7,000	(11,500)	5,500	8,000	131.08
PUR PROP SRVS & OTH SRVS	7,125	1,869	-	5,256	-	-	26.23
SUPPLIES	1,667	1,256	39	372	259	32	77.69
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	2,206	288	-	1,918	60	100	13.07
CITY MANAGER	417,270	185,905	7,039	224,326	39,930	42,380	46.24
CITY SECRETARY							
SALARIES & WAGES/BENEFIT	237,622	86,144	-	151,478	17,554	15,637	36.25
PURCHASED PROF/TECH SRVS	12,000	6,605	-	5,395	1,529	785	55.04
PUR PROP SRVS & OTH SRVS	10,485	4,128	1,359	4,998	1,595	674	52.33
SUPPLIES	3,706	1,301	60	2,345	318	165	36.72
MISCELLANEOUS	300	175	119	6	-	-	98.11
CITY SECRETARY	264,113	98,352	1,539	164,222	20,997	17,261	37.82
MUNICIPAL COURT							
SALARIES & WAGES/BENEFIT	312,349	100,996	-	211,353	20,840	22,142	32.33
PURCHASED PROF/TECH SRVS	95,807	33,715	61,017	1,075	5,864	11,874	98.88
PUR PROP SRVS & OTH SRVS	9,844	3,321	485	6,038	2,136	843	38.66
SUPPLIES	11,233	2,827	-	8,406	1,378	664	25.17
MISCELLANEOUS	2,085	-	-	2,085	-	-	-
MUNICIPAL COURT	431,318	140,859	61,501	228,957	30,218	35,523	46.92



Mayor: Mario Garza
Mayor Pro-Tem: Jesus "Jesse" Ramirez
Commissioners: Mario Cantu
Gilbert Garza
Marco "Markie" Villegas

Memorandum

To: Ruben Guajardo, City Manager
From: Maritza Phillips, Assistant Director of Finance
Date: March 26, 2025
Subject: Budget Expenditure Report – February 28, 2026

MMS 4/6/2024

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

The funds are listed as follows:

Approved Budgets:

	<u>Fund No.</u>	<u>Page</u>
• General Fund	10	1 – 4
• Enterprise Fund:		
a. Solid Waste	22	5
b. Utility Fund	56	6 – 7
c. Utility I & S	60	8
d. Water & Sewer I & S	61	9
• Special Revenue Fund:		
a. Local Truancy Prevention & Diversion Fund	18	10
b. Local Municipal Jury Fund	19	11
c. Municipal Court-Building Security	20	12
d. Municipal Court-Technology	21	13
e. Revolving Loan	23	14
f. Parks Sport Fee	25	15
g. Parks Development	26	16
h. Wrecker Law Enforcement	27	17
i. Asset Forfeiture-State	28	18
j. Miscellaneous Grants	30	19
k. Hotel/Motel Occupancy Tax	33	20
l. Asset Forfeiture-Federal Sharing	35	21
m. Storm Water Fund	55	22
• Debt Service Fund	36	23

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

Other City Funds:

• Capital Projects		
a. Bond Series 2025	40	24
b. Bond Series 2019-A	43	25
c. CIP-Street-Series 2015	44	26
d. Certificate of Obligation 2017	48	27
e. TDEM Fund	51	28
f. 2014 Bond	54	29
g. Certificate of Obligation 2023	58	30
h. Certificate of Obligation 2024	59	31

Component Unit:

• San Juan E.D.C.	24	32
• San Juan Economic Development Corp.	29	33

C: Mayor, Mario Garza

Mayor Pro-Tem,- Jesus “Jesse” Ramirez

Commissioners:- Mario Cantu

Gilbert Garza

Marco “Markie” Villegas

**City of San Juan, Texas
Budget Expenditures Report
February 28, 2026**

Budget Target 42%

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
FINANCE							
SALARIES & WAGES/BENEFIT	543,723	153,924	-	389,799	29,192	28,724	28.31
PURCHASED PROF/TECH SRVS	2,500	500	-	2,000	125	250	20.00
PUR PROP SRVS & OTH SRVS	14,658	3,790	-	10,868	1,519	316	25.86
SUPPLIES	5,543	1,414	110	4,019	598	39	27.49
MISCELLANEOUS	5,282	1,507	991	2,784	110	299	47.29
FINANCE	571,706	161,134	1,101	409,471	31,543	29,627	28.38
PLANNING							
SALARIES & WAGES/BENEFIT	740,080	205,158	-	534,922	40,114	39,146	27.72
PURCHASED PROF/TECH SRVS	64,510	5,926	1,860	56,724	1,740	930	12.07
PUR PROP SRVS & OTH SRVS	21,229	3,333	3,693	14,203	434	1,641	33.10
SUPPLIES	31,998	10,415	9,338	12,245	3,355	3,364	61.73
MISCELLANEOUS	12,200	6,780	570	4,850	38	80	60.24
PLANNING	870,017	231,611	15,461	622,944	45,681	45,161	28.40
POLICE							
SALARIES & WAGES/BENEFIT	4,941,333	1,777,302	-	3,164,031	381,873	350,346	35.97
PURCHASED PROF/TECH SRVS	18,481	9,877	300	8,304	351	5,996	55.07
PUR PROP SRVS & OTH SRVS	153,006	56,982	26,660	69,364	13,156	4,627	54.67
SUPPLIES	424,862	134,808	156,174	133,880	23,380	79,369	68.49
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	133,053	109,130	1,995	21,927	-	75	83.52
POLICE	5,670,734	2,088,100	185,129	3,397,505	418,760	440,413	40.09
FIRE							
SALARIES & WAGES/BENEFIT	2,601,069	896,219	-	1,704,850	201,564	182,636	34.46
PURCHASED PROF/TECH SRVS	31,440	21,712	1,325	8,403	522	80	73.27
PUR PROP SRVS & OTH SRVS	121,761	73,881	9,077	38,802	17,969	24,632	68.13
SUPPLIES	187,322	62,473	13,422	111,426	9,472	16,865	40.52
CAPITAL OUTLAY	90,145	17,265	31,962	40,919	-	-	54.61
DEBT SERVICE	178,971	46,900	-	132,071	-	46,900	26.21
MISCELLANEOUS	326,950	113,685	-	213,265	25,100	25,901	34.77
FIRE	3,537,658	1,232,135	55,786	2,249,737	254,626	297,014	36.41
STREETS, ALLEY, OTHER							
SALARIES & WAGES/BENEFIT	515,970	165,712	-	350,258	35,674	35,613	32.12
PUR PROP SRVS & OTH SRVS	439,146	125,189	283	313,674	19,526	31,146	28.57
SUPPLIES	148,093	60,316	23,213	64,564	5,932	39,808	56.40
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	6,200	165	68	5,967	33	33	3.76
STREETS, ALLEY, OTHER	1,109,409	351,383	23,564	734,463	61,164	106,600	33.80

**City of San Juan, Texas
Budget Expenditures Report
February 28,2026**

Budget Target 42%

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
CENTRAL GARAGE							
SALARIES & WAGES/BENEFIT	220,568	62,384	-	158,184	12,853	12,692	28.28
PUR PROP SRVS & OTH SRVS	4,046	632	-	3,414	29	85	15.62
SUPPLIES	15,992	4,423	2,185	9,385	768	1,915	41.32
CENTRAL GARAGE	240,606	67,438	2,185	170,983	13,651	14,693	28.94
PARKS							
SALARIES & WAGES/BENEFIT	1,392,999	447,999	-	945,000	81,696	86,801	32.16
PURCHASED PROF/TECH SRVS	4,700	6,557	-	(1,857)	722	694	139.52
PUR PROP SRVS & OTH SRVS	200,545	111,961	12,466	76,118	37,142	16,861	62.04
SUPPLIES	94,813	33,505	18,191	43,116	4,759	11,898	54.52
DEBT SERVICE	54,043	-	-	54,043	-	-	-
MISCELLANEOUS	288,680	121,014	12,453	155,213	25,387	19,599	46.23
PARKS	2,035,780	721,037	43,110	1,271,633	149,705	135,852	37.54
BUILDING MAINTENANCE							
SALARIES & WAGES/BENEFIT	474,403	156,631	-	317,772	31,099	33,263	33.02
PURCHASED PROF/TECH SRVS	1,000	-	-	1,000	-	-	-
PUR PROP SRVS & OTH SRVS	98,864	11,896	64,804	22,164	7,847	10,850	77.58
SUPPLIES	82,269	26,603	31,364	24,302	5,065	4,581	70.46
CAPITAL OUTLAY	-	-	-	-	-	-	-
BUILDING MAINTENANCE	656,536	195,130	96,169	365,238	44,011	48,694	44.37
LIBRARY							
SALARIES & WAGES/BENEFIT	339,195	127,174	-	212,021	26,446	25,677	37.49
PURCHASED PROF/TECH SRVS	2,300	1,393	-	907	55	29	60.55
PUR PROP SRVS & OTH SRVS	30,662	10,570	1,860	18,231	1,784	1,709	40.54
SUPPLIES	16,248	1,900	(49)	14,397	19	1,373	11.39
MISCELLANEOUS	9,400	6,373	719	2,308	147	2,343	75.45
LIBRARY	397,805	147,411	2,530	247,864	28,450	31,130	37.69
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	543,734	215,514	-	328,220	84,481	9,920	39.64
PUR PROP SRVS & OTH SRVS	421,223	169,255	43	251,925	33,872	34,586	40.19
SUPPLIES	3,268	1,446	591	1,231	298	780	62.34
DEBT SERVICE	129,700	108,200	-	21,500	-	108,200	83.42
MISCELLANEOUS	446,126	226,500	-	219,626	24,494	47,854	50.77
ADMINISTRATION	1,544,051	720,915	634	822,502	143,145	201,340	46.73

**City of San Juan, Texas
Budget Expenditures Report
February 28,2026**

Budget Target 42%

10 -GENERAL FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
HUMAN RESOURCES							
SALARIES & WAGES/BENEFIT	342,531	87,386	-	255,145	17,230	17,215	25.51
PURCHASED PROF/TECH SRVS	9,500	2,541	455	6,504	330	911	31.54
PUR PROP SRVS & OTH SRVS	22,602	491	668	21,444	311	-	5.12
SUPPLIES	11,004	1,320	514	9,169	429	-	16.67
MISCELLANEOUS	1,970	530	-	1,440	230	300	26.90
HUMAN RESOURCES	387,607	92,268	1,637	293,702	18,530	18,426	24.23
INFORMATION TECHNOLOGY							
SALARIES & WAGES/BENEFIT	619,510	240,382	-	379,128	45,791	47,970	38.80
PURCHASED PROF/TECH SRVS	54,580	5,495	12,144	36,941	4,517	678	32.32
PUR PROP SRVS & OTH SRVS	194,142	89,532	10,773	93,837	21,809	15,837	51.67
SUPPLIES	26,315	6,919	3,432	15,964	24	2,365	39.34
CAPITAL OUTLAY	42,169	42,168	-	1	-	-	100.00
MISCELLANEOUS	180,108	166,240	1,367	12,501	71,704	13,493	93.06
INFORMATION TECHNOLOGY	1,116,824	550,736	27,716	538,372	143,844	80,344	51.79
EMERGENCY MANAGEMENT							
PURCHASED PROF/TECH SRVS	3,000	-	-	3,000	-	-	-
SUPPLIES	8,500	2,886	-	5,614	-	2,701	33.95
CAPITAL OUTLAY	48,000	31,225	-	16,775	-	-	65.05
MISCELLANEOUS	6,000	-	-	6,000	-	-	-
EMERGENCY MANAGEMENT	65,500	34,111	-	31,389	-	2,701	52.08
ANIMAL CONTROL							
SALAREIES & WAGES/BENEFIT	104,083	39,073	-	65,010	7,884	7,740	37.54
PUR PROP SRVS & OTH SRVS	4,950	982	138	3,830	693	100	22.62
SUPPLIES	25,579	14,723	642	10,214	6,508	2,100	60.07
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	101,666	60,227	41,415	24	35,955	148	99.98
ANIMAL CONTROL	236,278	115,005	42,195	79,078	51,039	10,088	66.53
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	19,799,178.57	7,252,928	596,818	11,949,432	1,511,689.22	1,606,516.68	39.65
REVENUES OVER/(UNDER) EXPENDITURES	(183,538)	4,620,738	(596,818)	4,207,457	2,129,700	663,436	(2,192.42)

**City of San Juan, Texas
Budget Expenditures Report
February 28,2026**

Budget Target 42%

22 -SOLID WASTE FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
REFUSE COLLECTION SYSTEM	4,323,200	1,655,255	-	(2,667,945)	446,807	291,307	38.29
OTHER REVENUE	151,700	46,080	-	(105,620)	7,654	8,304	30.38
OTHER FINANCING SOURCES	-	-	-	-	-	-	-
TOTAL REVENUES	4,474,900	1,701,335	-	(2,773,565)	454,461	299,610	38.02
EXPENDITURE SUMMARY							
SANITATION							
SALARIES & WAGES/BENEFIT	2,042,330	549,313	-	1,493,017	139,531	140,088	26.90
PUR PROF/TECH SRVS	-	319	-	(319)	71	44	-
PUR PROP SRVS & OTH SRVS	398,044	189,661	23,847	184,536	40,054	38,765	53.64
SUPPLIES	477,647	210,345	59,252	208,050	18,137	104,093	56.44
CAPITAL OUTLAY	47,775	25,175	-	22,600	-	14,775	52.69
MISCELLANEOUS	573,115	341,864	488	230,763	111,826	58,129	59.74
SANITATION	3,538,911	1,316,677	83,586	2,138,647	309,619	355,895	39.57
ORGANIZATIONAL							
PURCHASED PROF/TECH SRVS	88,125	23,555	-	64,570	14,062	745	26.73
PUR PROP SRVS & OTH SRVS	138,931	57,849	-	81,082	11,570	11,570	41.64
DEBT SERVICE	515,318	479,631	-	35,687	173,941	305,690	93.07
MISCELLANEOUS	215,630	89,716	-	125,914	18,609	17,619	41.61
ORGANIZATIONAL	958,004	650,751	-	307,253	218,182	335,623	67.93
TRANSFER OUT		-	-	-	-	-	-
TOTAL EXPENDITURES	4,496,915	1,967,428	83,586	2,445,900	527,802	691,518	45.61
REVENUES OVER/(UNDER) EXPENDITURES	(22,015)	(266,093)	(83,586)	(327,665)	(73,340)	(391,908)	1,588.38

City of San Juan, Texas
Budget Expenditures Report
February 28,2026

Budget Target 42%

56 -UTILITY FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
WATER SYSTEMS	3,905,645	1,224,834	-	(2,680,811)	251,696	243,580	31.36
SEWER SYSTEMS	3,369,092	1,234,869	-	(2,134,223)	398,651	183,037	36.65
OTHER REVENUES	-	-	-	-	-	-	-
INTERGOV'T REVENUE	-	-	-	-	-	-	-
OTHER REVENUES	431,820	74,328	-	(357,492)	14,248	13,263	17.21
OTHER	(1,659,187)	(1,483,700)	-	175,487	(296,740)	(296,740)	89.42
TOTAL REVENUES	6,047,370	1,050,331	-	(4,997,039)	367,855	143,141	17.37
EXPENDITURE SUMMARY							
UTILITY BILLING & COLLEC							
SALARIES & WAGES/BENEFIT	429,261	126,261	-	303,000	30,772	30,757	29.41
PURCHASED PROF/TECH SRVS	40,992	10,939	244	29,809	10,207	-	27.28
PUR PROP SRVS & OTH SRVS	125,493	13,317	518	111,658	3,708	(1,111)	11.02
SUPPLIES	40,396	17,188	4,787	18,421	1,249	4,536	54.40
MISCELLANEOUS	70,874	63,183	991	6,701	12,653	12,745	90.55
UTILITY BILLING & COLLEC	707,016	230,887	6,540	469,589	58,589	46,926	33.58
UTILITY ADMINISTRATION							
SALARIES & WAGES/BENEFIT	311,616	79,178	-	232,438	16,209	16,591	25.41
PURCHASED PROF/TECH SRVS	135,780	20,915	11,250	103,615	13,235	7,680	23.69
PUR PROP SRVS & OTH SRVS	24,746	35,600	3,227	(14,081)	7,269	11,670	156.90
SUPPLIES	22,681	4,558	2,640	15,483	418	1,960	31.74
MISCELLANEOUS	7,380	2,363	36,500	(31,483)	590	773	526.60
UTILITY ADMINISTRATION	502,203	142,614	53,617	305,973	37,720	38,673	39.07
WATER PLANT							
SALARIES & WAGES/BENEFIT	630,098	158,815	-	471,283	41,615	39,804	25.20
PURCHASED PROF/TECH SRVS	32,792	11,344	3,558	17,890	1,728	1,804	45.44
PUR PROP SRVS & OTH SRVS	294,778	73,727	7,012	214,039	5,277	17,825	27.39
SUPPLIES	429,311	262,555	39,475	127,281	33,246	72,567	70.35
CAPITAL OUTLAY	119,000	-	-	119,000	-	-	-
MISCELLANEOUS	48,380	22,739	3,648	21,993	4,645	2,750	54.54
WATER PLANT	1,554,359	529,180	53,693	971,486	86,511	134,750	37.50
WATER DISTRIBUTION							
SALARIES & WAGES/BENEFIT	385,578	96,816	-	288,762	24,624	24,025	25.11
PUR PROP SRVS & OTH SRVS	23,779	5,476	6,480	11,823	1,720	2,304	50.28
SUPPLIES	121,664	19,349	9,865	92,450	8,045	5,904	24.01
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	1,830	718	-	1,112	360	358	39.21
WATER DISTRIBUTION	532,851	122,359	16,345	394,147	34,750	32,591	26.03
SEWER COLLECTION							
SALARIES & WAGES/BENEFIT	450,346	101,240	-	349,106	21,278	22,641	22.48
PUR PROP SRVS & OTH SRVS	353,191	200,002	41,889	111,300	30,048	18,710	68.49
SUPPLIES	125,334	41,039	9,927	74,368	15,775	12,529	40.66
CAPITAL OUTLAY	228,000	49,572	-	178,428	49,572	-	-
MISCELLANEOUS	840	723	-	117	450	273	86.07
SEWER COLLECTION	1,157,711	392,577	51,816	713,318	117,123	54,153	38.39

City of San Juan, Texas
Budget Expenditures Report
February 28,2026

Budget Target 42%

56 -UTILITY FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
SEWER PLANT							
SALARIES & WAGES/BENEFIT	340,339	87,075	-	253,264	21,088	19,773	25.58
PURCHASED PROF/TECH SRVS	50,000	12,741	19	37,240	2,016	2,655	25.52
PUR PROP SRVS & OTH SRVS	359,154	166,881	4,450	187,823	67,097	41,079	47.70
SUPPLIES	152,167	74,960	8,414	68,794	7,420	13,636	54.79
MISCELLANEOUS	120,840	44,423	50	76,367	360	4,488	36.80
SEWER PLANT	1,022,500	386,079	12,933	623,488	97,981	81,631	39.02
ORGANIZATIONAL							
PURCHASED PROF/TECH SRVS	81,786	17,256	-	64,530	9,960	683	21.10
PUR PROP SRVS & OTH SRVS	213,711	89,155	-	124,556	17,831	17,831	41.72
DEBT SERVICE	1,000	-	-	1,000	-	-	-
MISCELLANEOUS	413,820	102,855	-	310,965	34,885	33,985	24.86
ORGANIZATIONAL	710,317	209,266	-	501,051	62,676	52,499	29.46
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	6,186,957	2,012,961	194,945	3,979,051	495,350	441,223	35.69
REVENUES OVER/(UNDER) EXPENDITURES	(139,587)	(962,631)	(194,945)	(8,976,091)	(127,494)	(298,082)	829.29

City of San Juan, Texas
Budget Expenditures Report
February 28, 2026

Budget Target 42%

60 -UTILITY I&S FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	-	13,873		13,873	390	350	-
OTHER FINANCING SOURCES	1,597,811	1,458,127	-	(139,684)	291,625	291,625	91.26
TOTAL REVENUES	1,597,811	1,471,999	-	(125,812)	292,015	291,976	92.13
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	1,600,687	1,455,636	-	145,051	-	552,322	90.94
MISCELLANEOUS	-	-	-	-	-	-	-
DEBT SERVICE	1,600,687	1,455,636	-	145,051	-	552,322	90.94
TRANSFER IN	-	-	-	-	-	-	-
TRANSFER OUT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,600,687	1,455,636	-	145,051	-	552,322	90.94
REVENUES OVER/(UNDER) EXPENDITURES	(2,876)	16,363	-	19,239	292,015	(260,346)	(568.94)

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Budget Target 42%

61 - Water & Sewer I & S FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		11,560	-	11,560	2,285	2,054	-
OTHER FINANCING SOURCES	61,376	25,573	-	(35,803)	5,115	5,115	41.67
TOTAL REVENUES	61,376	37,134	-	(35,803)	7,400	7,168	60.50
EXPENDITURE SUMMARY							
DEBT SERVICE							
DEBT SERVICE	-	-	-	-	-	-	-
MISCELLANEOUS	-	-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	61,376	37,134	-	(24,242)	7,400	7,168	60.50

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Budget Target 42%

**18 -LOCAL TRUANCY PREVENTION &
 DIVERSION FUND
 FINANCIAL SUMMARY**

18 -LOCAL TRUANCY PREVENTION & DIVERSION FUND FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES		2,780	-	2,780	560	515	-
TOTAL REVENUES		2,780	-	2,780	560	515	-

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Budget Target 42%

19 - LOCAL MUNICIPAL JURY FUND
FINANCIAL SUMMARY

REVENUE SUMMARY

	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	Budget Target 42% % RECEIV. EXPENDED
FEES & FINES		56	-	56	11	10	-
TOTAL REVENUES		56	-	56	11	10	-

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20 -MUNICIPAL COURT-BLDG SEC. FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	Budget Target 42%	% RECEIV. EXPENDED
REVENUE SUMMARY								
OTHER REVENUE	6,000	2,970	-	(3,030)	618	559		49.51
TOTAL REVENUES	6,000	2,970	-	(3,030)	618	559		49.51
=====								
SUPPLIES	-	-		-	-	-		-
MISCELLANEOUS	180	192	180	(192)	-	-		206.67
MUNICIPAL COURT	180	192.00	180	(192)	-	-		206.67
TOTAL EXPENDITURES	180	192.00	180	(192)	-	-		206.67
=====								
REVENUES OVER/(UNDER) EXPENDITURES	5,820	2,778	(180)	(3,222)	618	559		44.65
=====								

**City of San Juan, Texas
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Budget Target 42%

21 -MUNICIPAL COURT-TECH. FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	5,500	2,396	-	(3,104)	524	436	43.56
TOTAL REVENUES	5,500	2,396	-	(3,104)	524	436	43.56
EXPENDITURE SUMMARY							
MUNICIPAL COURT							
SUPPLIES		-		-	-	-	-
CAPITAL OUTLAY	2,500	2,500	-	-	-	-	-
MUNICIPAL COURT	2,500	2,500	-	-	-	-	-
TOTAL EXPENDITURES	2,500	2,500	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	3,000	(104)	-	(3,104)	524	436	(3.47)

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Budget Target 42%

23 - REVOLVING LOAN FUND FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		10	-	10	3	-	-
TOTAL REVENUES		10	-	10	3	-	-
EXPENDITURE SUMMARY							
ADMINSTRATION							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINSTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES		10	-	10	3	-	-

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Budget Target 42%

25 -PARKS SPORT FEE FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	2,500	1,982	-	(518)	506	557	79.27
TOTAL REVENUES	2,500	1,982	-	(518)	506	557	79.27
EXPENDITURE SUMMARY							
RECREATION							
PUR PROP SRVS & OTH SRVS	-	-	-	-	-	-	-
ADMINSTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	2,500	1,982	-	(518)	506	557	79.27

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Budget Target 42%

26 -PARK DEVELOPMENT FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENUE		-	-	-	-	-	-
OTHER INCOME	295,000	91,596	-	(203,404)	3,879	2,909	31.05
TOTAL REVENUES	295,000	91,596	-	(203,404)	3,879	2,909	31.05
EXPENDITURE SUMMARY							
PARKS							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
SUPPLIES	-	-	-	-	-	-	-
CAPITAL OUTLAY	778,595	173,262	378,951	226,382	59,467.50	20,727.00	70.92
PARKS	778,595	173,262	378,951	226,382	59,468	20,727	70.92
TOTAL EXPENDITURES	778,595	173,262	378,951	226,382	59,468	20,727	71
REVENUES OVER/(UNDER) EXPENDITURES	(483,595)	(81,666)	(378,951)	22,978	(55,588)	(17,818)	95.25

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Budget Target 42%

27 -WRECKER LAW ENFORCEMENT FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	14,000	2,690	-	(11,310)	1,320	-	19.21
TOTAL REVENUES	14,000	2,690	-	(11,310)	1,320	-	19.21
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	650	-	-	650	-	-	-
SUPPLIES	6,540	3,894	-	2,645	-	-	59.55
MISCELLANEOUS	25,964	967	-	24,997	(7,974)	671	3.72
ADMINISTRATION	33,154	4,861	-	28,292	(7,974)	671	14.66
TOTAL EXPENDITURES	33,154	4,861	-	28,292	(7,974)	671	14.66
REVENUES OVER/(UNDER) EXPENDITURES	(19,154)	(2,171)	-	16,982	9,294	(671)	11.34

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Budget Target 42%

28 -ASSET FORFEITURE-STATE FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	1,000	-	-	(1,000)	-	-	-
FORFEIT LOCAL		2,786	-	2,786	1,250	1,286	-
TOTAL REVENUES	1,000	2,786	-	1,786	1,250	1,286	278.56
EXPENDITURE SUMMARY							
POLICE							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
PUR PROP SRVS & OTH SRVS	7,000	-	-	7,000	-	-	-
SUPPLIES	8,000	-	-	8,000	-	-	-
CAPITAL OUTLAY	5,000	-	-	5,000	-	-	-
POLICE	20,000	-	-	20,000	-	-	-
TOTAL EXPENDITURES	20,000	-	-	20,000	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	(19,000)	2,786	-	21,786	1,250	1,286	(14.66)

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Budget Target 42%

30 - MISCELLANEOUS GRANTS FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	Budget Target 42% % RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE	419,533	713	-	(418,820)	-	-	0.17
OTHER REVENUE		-	-	-	-	-	-
TOTAL REVENUES	419,533	713	-	(418,820)	-	-	0.17
EXPENDITURE SUMMARY							
POLICE							
SALARIES & WAGES/BENEFIT	222,707	97,565	-	125,142	23,297	34,320	43.81
SUPPLIES	17,103	-	-	17,103	-	-	-
CAPITAL OUTLAY	291,465	250,190	-	41,275	40,351	32,789	85.84
POLICE	531,275	347,755	-	183,520	63,648	67,109	65.46
FIRE							
CAPITAL OUTLAY	139,133	79,092	55,916	4,125	-	-	97.03
FIRE	139,133	79,092	55,916	4,125	-	-	97.03
LIBRARY							
PUR PROP SRVS & OTH SRVS	8,400	8,480	-	(80)	29	13	100.95
SUPPLIES	1,150	21	50	1,080	-	21	6.09
MISCELLANEOUS	3,588	620	128	2,841	126	43	20.83
LIBRARY	13,138	9,120	177	3,841	155	77	70.77
SEWER COLLECTION							
PUR PROP SRVS & OTH SRVS	-	406,914	-	(406,914)	406,914	-	-
SEWER COLLECTION	-	406,914	-	(406,914)	406,914	-	-
TOTAL EXPENDITURES	683,547.07	842,881.36	56,092.72	(215,427.01)	470,716.73	67,185.52	131.52
REVENUES OVER/(UNDER) EXPENDITUR	(264,014)	(842,168)	(56,093)	(634,247)	(470,717)	(67,186)	340.23

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Budget Target 42%

33 -HOTEL/MOTEL OCCUPANCY TAX FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
TAX REVENUE	110,300	48,532	-	(61,768)	12,996	12,643	44.00
FINES & FEES	300	-	-	(300)	-	-	-
OTHER REVENUE		40,410	-	(40,410)	4,500	5,810	-
TOTAL REVENUES	110,600	88,942	-	(102,478)	17,496	18,453	80.42
EXPENDITURE SUMMARY							
CITY EVENTS							
MISCELLANEOUS	130,000	493,051	-	(363,051)	12,761	2,256	379.27
CITY EVENTS							
TOTAL EXPENDITURES	130,000	493,051	-	(363,051)	12,761	2,256	379.27
REVENUES OVER/(UNDER) EXPENDITURES	(19,400)	(404,109)	-	(465,529)	4,735	16,196	2,083.03

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Budget Target 42%

35 -ASSET FORFEITURE-FEDERAL FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE	17,000	9,395	-	(7,605)	2,654	1,484	55.26
FORFEIT FEDERAL	50,000	-	-	(50,000)	-	-	-
TOTAL REVENUES	67,000	9,395	-	(57,605)	2,654	1,484	14.02
EXPENDITURE SUMMARY							
POLICE							
PUR PROP SRVS & OTH SRVS	48,343	3,797	-	44,546	-	-	7.85
SUPPLIES	82,076	1,088	4,816	76,171	-	-	7.19
CAPITAL OUTLAY	190,000	49,991	39,880	100,129	-	-	47.30
MISCELLANEOUS	-	25	-	(25)	5	5	-
POLICE	320,419	54,901	44,696	220,821	5	5	31.08
TOTAL EXPENDITURES	320,419	54,901	44,696	220,821	5	5	31.08
REVENUES OVER/(UNDER) EXPENDITURES	(253,418.87)	(45,506)	(44,696)	163,216	2,649	1,479	35.59

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55 -STORM WATER FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	Budget Target 42%
							% RECEIV. EXPENDED
REVENUE SUMMARY							
FEES & FINES	343,798	122,456	-	(221,342)	32,906	21,095	35.62
TOTAL REVENUES	343,798	122,456	-	(221,342)	32,906	21,095	35.62
EXPENDITURE SUMMARY							
SALARIES & WAGES/BENEFIT	302,060	95,735	-	206,325	22,034	21,782	31.69
PUR PROP SRVS & OTH SRVS	9,080	5,910	162	3,008	-	777	66.87
SUPPLIES	20,987	11,871	6,788	2,327	1,713	5,496	88.91
CAPITAL OUTLAY	-	-	-	-	-	-	-
MISCELLANEOUS	13,566	375	-	13,191	-	-	2.76
STORM WATER	345,693	113,892	6,950	224,851	23,747	28,055	34.96
TOTAL EXPENDITURES	345,693	113,892	6,950	224,851	23,747	28,055	34.96
REVENUES OVER/(UNDER) EXPENDITURES	(1,895)	8,563	(6,950)	3,508	9,159	(6,960)	(85.11)

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Budget Target 42%
% RECEIV. EXPENDED

36 -DEBT SERVICE FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	%
REVENUE SUMMARY							
PROPERTY TAXES	4,863,328	4,401,850	-	(461,478)	1,517,213	581,362	90.51
OTHER REVENUE	80,000	28,788	-	(51,212)	5,692	5,111	35.98
TOTAL REVENUES	4,943,328	4,430,638	-	(512,690)	1,522,905	586,473	89.63
EXPENDITURE SUMMARY							
ORGANIZATIONAL EXPENSE							
DEBT SERVICE	4,312,157	3,313,890	-	998,267	-	3,313,140	76.85
MISCELLANEOUS	-	-	-	-	-	-	-
ORGANIZATIONAL EXPENSE	4,312,157	3,313,890	-	998,267	-	3,313,140	76.85
TOTAL EXPENDITURES	4,312,157	3,313,890	-	998,267	-	3,313,140	76.85
REVENUES OVER/(UNDER) EXPENDITURES	631,171	1,116,748	-	485,577	1,522,905	(2,726,668)	176.93

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Budget Target 42%
% RECEIV. EXPENDED

40-BOND SERIES - 2025 FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		86,828	-	86,828	21,913	18,852	-
OTHER FINANCING SOURCES		-	-	-	-	-	-
TOTAL REVENUES	-	86,828	-	86,828	21,913	18,852	-
EXPENDITURE SUMMARY							
POLICE DEPARTMENT							
CAPITAL OUTLAY	1,389,593	1,335,301	-	54,292	1,335,301	-	96.09
POLICE DEPARTMENT	1,389,593	1,335,301	-	54,292	1,335,301	-	96.09
FIRE							
CAPITAL OUTLAY	197,403	-	197,403	-	-	-	100.00
FIRE	197,403	-	197,403	-	-	-	100.00
ADMINISTRATION							
PROF/TECH SRVS	-	-	-	-	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
SNITATION							
CAPITAL OUTLAY	1,173,769	-	1,066,130	107,639	-	-	90.83
SANITATION	1,173,769	-	1,066,130	107,639	-	-	90.83
TRANSFER OUT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	2,760,765	1,335,301	1,263,533	161,931	-	-	94.13
REVENUES OVER/(UNDER) EXPENDITURES	(2,760,765)	(1,248,473)	(1,263,533.24)	(248,759)	21,913	18,852	90.99

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Budget Target 42% % RECEIV. EXPENDED
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43-BOND SERIES 2019-A FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE		-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE		-	-	-	-	-	-
OTHER REVENUE		-	-	-	-	-	-
OTHER FINANCING SOURCES		-	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-	-	-
=====							
SEWER PLANT							
PURCHASED PROF/TECH SRVS	27,420	-	27,420	-	-	-	100.00
PUR PROP SRVS & OTH SRVS	75,639	47,557	37,292	(9,210)	-	-	112.18
MISCELLANEOUS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	103,059	47,557	64,712	(9,210)	-	-	108.94
=====							
REVENUES OVER/(UNDER) EXPENDITURES	(103,059)	47,557	64,712	(9,210)	-	-	(108.94)
=====							

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Budget Target 42% % RECEIV. EXPENDED

44-CIP-STREET-SERIES 2015 FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE		-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE		-	-	-	-	-	-
OTHER REVENUE		4,038	-	4,038	798	717	-
OTHER FINANCING SOURCES		-	-	-	-	-	-
TOTAL REVENUES	-	4,038	-	4,038	798	717	-
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							
EXPENDITURES							
STREETS							
CAPITAL OUTLAY	2,840	2,840.00	-	-	-	-	100.00
STREETS	2,840	2,840	-	-	-	-	100.00
LONG TERM DEBT TRANSFER OUT	-	-	-	-	-	-	-
LONG TERM DEBT	-	-	-	-	-	-	-
TOTAL EXPENDITURES	2,840	2,840	-	-	-	-	100.00
	=====	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(2,840)	1,198	-	4,038	798	717	(42.19)
	=====	=====	=====	=====	=====	=====	=====

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Budget Target 42%

48- Certificate of Obligation -2017 FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		1,327	-	1,327	262	236	-
TOTAL REVENUES		1,327	-	1,327	262	236	-
EXPENDITURE SUMMARY							
NEW CITY HALL							
PROF/TECH SRVS	-	-	-	-	-	-	-
CAPITAL OUTLAY							
NEW CITY HALL	-	-	-	-	-	-	-
TOTAL EXPENDITURES		-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES	-	1,327	-	1,327	262	236	-

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Budget Target 42%

51 - TDEM FUND FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
INTERGOV'T REVENUE		-	-	-	-	-	-
OTHER REVENUE		12,312	-	12,312	2,436	2,187	-
TOTAL REVENUES		12,312	-	12,312	2,436	2,187	-
POLICE DEPARTMENT							
CAPITAL OUTLAY		-	-	-	-	-	-
POLICE DEPARTMENT	-	-	-	-	-	-	-
WATER PLANT							
CAPITAL OUTLAY	-	-	-	-	-	-	-
WATER PLANT	-	-	-	-	-	-	-
SEWER COLLECTION							
CAPITAL OUTLAY	162,831	26,332	136,498	0	-	26,332	100.00
SEWER COLLECTION	162,831	26,332	136,498	0	-	26,332	100.00
Transfer Out		-	-	-	-	-	-
TOTAL EXPENDITURES	162,831	26,332	136,498	0	-	26,332	100.00
REVENUES OVER/(UNDER) EXPENDITURES	(162,831)	(14,020)	(136,498)	12,312	2,436	(24,145)	92.44

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 Budget Expenditures Report
 February 28, 2026

Budget Target 42%

54-2014 BOND FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		4,674	-	4,674	924	830	-
TOTAL REVENUES		4,674	-	4,674	924	830	-
EXPENDITURE SUMMARY							
WATER DISTRIBUTION CAPITAL OUTLAY	-	-	-	-	-	-	-
WATER DISTRIBUTION	-	-	-	-	-	-	-
ORGANIZATIONAL DEBT SERVICE	-	-	-	-	-	-	-
ORGANIZATIONAL	-	-	-	-	-	1.00	-
TOTAL EXPENDITURES		-	-	-	-	-	-
REVENUES OVER/(UNDER) EXPENDITURES		4,674	-	4,674	924	830	-

**City of San Juan, Texas
Budget Expenditures Report
February 28, 2026**

Budget Target 42%

58-CERT. OF OBLIG. SER 2023 FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		45,765	-	45,765	9,012	8,119	-
OTHER FINANCING SOURCES		-	-	-	-	-	-
TOTAL REVENUES		45,765	-	45,765	9,012	8,119	-
EXPENDITURE SUMMARY							
PROF/TECH SRVS	-	-	-	-	-	-	-
COST OF ISSUANCE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
STREETS & ALLEYS							
CAPITAL OUTLAY	-	-	-	-	-	-	-
STREETS & ALLEYS	-	-	-	-	-	-	-
PARKS AND RECREATION							
CAPITAL OUTLAY	487,455	112	487,455	(112)	112	-	100.02
PARKS AND RECREATION	487,455	112	487,455	(112)	112	-	100.02
SANITATION							
CAPITAL OUTLAY	-	-	-	-	-	-	-
SANITATION	-	-	-	-	-	-	-
WATER PLANT							
CAPITAL OUTLAY	-	-	-	-	-	-	-
WATER PLANT	-	-	-	-	-	-	-
SEWER COLLECTION							
CAPITAL OUTLAY	-	-	-	-	-	-	-
SEWER COLLECTION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	487,455	112	487,455	(112)	112	-	100.02
REVENUES OVER/(UNDER) EXPENDITURES	(487,455)	45,653	(487,455)	45,653	8,900	8,119	90.63

**City of San Juan, Texas
Budget Expenditures Report
February 28, 2026**

Budget Target 42%

59-Cert. of Oblig. Ser. 2024 BOND FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		89,182	-	89,182	17,501	15,802	-
OTHER FINANCING SOURCES		-	-	-	-	-	-
TOTAL REVENUES		89,182	-	89,182	17,501	15,802	-
EXPENDITURE SUMMARY							
POLICE DEPARTMENT							
CAPITAL OUTLAY	168,065	36,563	131,503	-	36,563	-	100.00
POLICE DEPARTMENT	168,065	36,563	131,503	-	36,563	-	100.00
FIRE DEPARTMENT							
CAPITAL OUTLAY	-	-	-	-	-	-	-
FIRE DEPARTMENT	-	-	-	-	-	-	-
STREETS DEPARTMENT							
CAPITAL OUTLAY	922,267	884,376	(559,369)	597,260	8,495	44,192	35.24
STREETS DEPARTMENT	922,267	884,376	(559,369)	597,260	8,495.00	44,191.50	35.24
ADMINISTRATION							
PURCHASED PROF/TECH SRVS	-	-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
ADMINISTRATION	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,090,332	920,938	(427,866)	597,260	45,058	44,192	45.22
REVENUES OVER/(UNDER) EXPENDITURES	(1,090,332)	(831,756)	427,866	686,442	(62,559)	(59,994)	37.04

City of San Juan, Texas
Budget Expenditures Report
February 28, 2026

Budget Target 42%

24 - SAN JUAN E. D. C. FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
SALES TAX REVENUE	1,865,517	682,332	-	(1,183,185)	157,515	196,888	36.58
OTHER REVENUE	107,766	60,253	-	(47,513)	12,117	11,153	55.91
OTHR FINANCING SOURCES/U	(92,734)	(44,182)	-	48,552	(8,836)	(8,836)	47.64
TOTAL REVENUES	1,880,549	698,403	-	(1,182,146)	160,796	199,205	37.14
EXPENDITURE SUMMARY							
SAN JUAN ECONOMIC DEV							
SALARIES & WAGES/BENEFIT	391,387	111,508	-	279,879	20,898	22,527	28.49
PURCHASED PROF/TECH SRVS	293,765	30,843	-	262,922	14	12,750	10.50
PUR PROP SRVS & OTH SRVS	92,099	8,673	-	83,426	2,168	2,241	9.42
SUPPLIES	20,150	2,131	-	18,019	778	1,314	10.58
DEBT SERVICE	255,658	210,350	-	45,308	-	210,350	82.28
MISCELLANEOUS	923,442	170,517	-	752,925	10,693	6,660	18.47
SAN JUAN ECONOMIC DEV	1,976,501	534,021	-	1,442,480	34,551	255,842	27.02
OTHER PROJECTS							
MISCELLANEOUS	-	-	-	-	-	-	-
RETAIL INCENTIVES	-	-	-	-	-	-	-
OTHER PROJECTS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,976,501	534,021	-	1,442,480	34,551	255,842	27.02
REVENUES OVER/(UNDER) EXPENDITURES	(95,952)	164,382	-	260,334	126,245	(56,637)	(171.32)

**City of San Juan, Texas
Budget Expenditures Report
February 28, 2026**

Budget Target 42%

29 - SAN JUAN ECONOMIC DEPNT. CORP FINANCIAL SUMMARY	BUDGET 2025-2026	YEAR-TO-DATE REV./EXP.	ENCUMBRANCE	BALANCE REMAINING	Jan-26	Feb-26	% RECEIV. EXPENDED
REVENUE SUMMARY							
OTHER REVENUE		809	-	809	193	129	-
OTHR FINANCING SOURCES/U	83,233	44,182	-	(39,051)	8,836	8,836	53.08
TOTAL REVENUES	83,233	44,992	-	(38,241)	9,029	8,965	54.06
ORGANIZATIONAL EXPENSES							
DEBT SERVICE	83,233	74,724	-	8,509	-	74,724	89.78
ORGANIZATIONAL EXPENSES	83,233	74,724	-	8,509	-	74,724	89.78
TOTAL EXPENDITURES	83,233	74,724	-	8,509	-	74,724	89.78
REVENUES OVER/(UNDER) EXPENDITURES	-	(29,732)	-	(29,732)	9,029	(65,759)	-

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
APRIL 14, 2026

Consider Approval of City Commission Meeting Minutes:

- October 3, 2022
 - February 24, 2026
 - March 10, 2026
-

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of City Commission Meeting Minutes:

- October 3, 2022
- February 24, 2026
- March 10, 2026

RECOMMENDATION:

Approval of Minutes as Presented.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Ruben Guajardo, City
Manager

MINUTES OF SPECIAL MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Monday, October 3, 2022

TIME: 12:00 p.m.

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

MEMBERS PRESENT: Mario Garza, Mayor
Adina “Dina” Santillan, Commissioner
Ernesto “Neto” Guajardo, Commissioner
Cris Palacios, City Attorney

STAFF PRESENT: Benjamin Arjona, City Manager
Brenda Escalante, City Secretary
Leroy Gonzales, Director of Finance
Adelaida Cordero, Director of Human Resources

ORDER OF BUSINESS

- I. CALL MEETING TO ORDER:**
Mayor Mario Garza called meeting to order at 12:00 p.m.
- II. PLEDGE OF ALLEGIANCE:**
Mayor Mario Garza led the Pledge of Allegiance.
- III. DISCUSSION AND POSSIBLE ACTION ON ALL THE FOLLOWING MATTERS:**
- A. Discussion and Possible Action Regarding Qualifications to Award RFQ NO. 22-013-0908 Agent of Record for Employee Health Insurance and Voluntary Products and Authorize the City Manager to Execute all Related Documents as Needed.**

No Action was Taken

- IX. EXECUTIVE**
- A. The San Juan City Commission will Convene in Executive Session, in Accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code Chapter 551 et seq. and §551.071 Consultation with Attorney.**
- 1. Pursuant to Section §551.074, PERSONNEL MATTERS; Discuss the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee (Acting Chief of Police).**
 - 2. Pursuant to Section §551.071 CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding the Proposed Collective Bargaining Labor Agreement Between the City of San Juan and the San Juan Police Officers Association.**

**CITY OF SAN JUAN
CITY COMMISSION MEETING
MONDAY, OCTOBER 3, 2022**

Mayor Pro Tem Leonardo “Lenny” Sanchez made a motion to enter executive session at 12:02 p.m. and was seconded by Mayor Mario Garza. Motion passed (3-0)

X. RECONVENE

Commissioner Ernesto “Neto” Guajardo made a motion to reconvene at 12:11 p.m. and was seconded by Mayor Pro-Tem Leonardo “Lenny” Sanchez. Motion passed (3-0)

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.

1. Pursuant to Section §551.074, PERSONNEL MATTERS; Discuss the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee (Acting Chief of Police).

Mayor Mario Garza made a motion to appoint Leandro Sifuentes as recommended by the City Manager. The motion was seconded by Commissioner Ernesto “Neto” Guajardo. Motion passed (3-0)

2. Pursuant to Section §551.071 CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding the Proposed Collective Bargaining Labor Agreement Between the City of San Juan and the San Juan Police Officers Association.

No Action was Taken

XII. ADJOURNEMENT

Commissioner Ernesto “Neto” Guajardo made motion to adjourn at 12:12 p.m. and was seconded by Mayor Mario Garza. Motion Passed (3-0).

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Brenda Escalante, City Secretary

MINUTES OF SPECIAL MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Tuesday, February 24, 2026

TIME: 6:00 p.m.

PLACE: Amigos Del Valle
601 W. 1st Street
San Juan, Texas 78589

MEMBERS PRESENT: Mario Garza, Mayor
Mario Cantu, Commissioner
Gilbert Garza, Commissioner
Marco “Markie” Villegas, Commissioner
Rick Palacios, City Attorney

STAFF PRESENT: Tirso Garza, Interim City Manager
Brenda Escalante, City Secretary
Leandro Sifuentes, Chief of Police
Adelaida Cordero, Director of Human Resources
Maria L. Beltran, Director of Finance
Christina Perez, Library Director
Monica Gomez, Director of Planning
Israel Garza, Director of Sanitation/ Public Works
Alfredo De Leon, Interim Director of Utilities
Mary Enriquez, Court Administrator
Pat Karr, Director of Information Technology
Patrick Willingham, Director of Parks & Recreation

ORDER OF BUSINESS

- I. CALL MEETING TO ORDER:**
Mayor Mario Garza called meeting to order at 6:00 p.m.
- II. INVOCATION:**
Tirso Garza, Interim City Manager led the Invocation.
- III. PLEDGE OF ALLEGIANCE:**
Mayor Mario Garza led the Pledge of Allegiance.
- IV. PUBLIC COMMENTS ON AGENDA ITEMS**
- A.** The Public Comment portion of the meeting ensures a fair and transparent process in the governance of the City. In accordance with the Texas Open Meetings Act, the Mayor and City Commissioners do not respond to comments during this time; they listen. Individuals wishing to address the governing body must register with the City Secretary fifteen (15) minutes prior to the scheduled start time of the meeting by completing the registration form. The City reserves the right to refuse a speaker if the registration form is incomplete. Registered speakers may only speak on items listed on the agenda and are limited to three (3) minutes. A registered speaker may not donate time to another speaker. To promote efficiency and minimize repetitive commentary, the governing body may request that an identifiable group appoint a spokesperson to represent their views. Additionally, the number of speakers representing the same group may be limited. Once the public comments under this section conclude, no further public comments will be permitted.

Any Public Comments regarding items listed under the Public Hearing section will be accepted when the governing body formally opens each item for discussion under the Public Hearing portion of the meeting.

No Public Comments

V. PRESENTATIONS

A. Presentation on a Proclamation Recognizing the 2025 Miss San Juan Royal Court.

DISCUSSION: The City of San Juan officially recognized the 2025 Miss San Juan Royal Court through a proclamation issued on February 24, 2026. Mayor Mario Garza read the proclamation. City leaders and board members expressed gratitude for the record-breaking participation and congratulated the court for their service and dedication.

B. Presentation on a Proclamation Recognizing the Raul Yzaguirre Middle School Cheerleading Team for Winning First Place at the NCA Nationals.

DISCUSSION: The City of San Juan presented a proclamation honoring the Raul Middle School cheerleading team for winning first place in the non-varsity junior high division at the NCA National Championship in Fort Worth,

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, FEBRUARY 24, 2026**

Texas. City officials praised the team’s hard work, dedication, and teamwork, recognizing the athletes, coaches, and supportive families for their commitment and sacrifice. Leaders congratulated the team for bringing home a national title for the first time in the school’s history and for proudly representing San Juan on a national stage, wishing them continued success in the future. Mayor Mario Garza read the proclamation.

C. Presentation of the Military Order of the Devil Dogs 5K Presented by the Marine Corp League of the RGV.

DISCUSSION: A representative of the Military Order of the Devil Dogs addressed the city to share information about their ongoing community involvement and charitable efforts. They announced an upcoming 5K run scheduled for May 9, with opening colors beginning at 7 a.m., and invited city officials and the community to attend. City leaders discussed confirming park availability for the event and thanked the organization for their service and continued dedication to the community.

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

- 1. Department of Finance Monthly Report. [Maria L. Beltran, Director of Finance]**
- 2. Fire Department Monthly Report. [Tirso Garza, Fire Chief]**
- 3. Police Department Monthly Report. [Leandro Sifuentes, Chief of Police]**
- 4. Municipal Court Monthly Report. [Mary Enriquez, Court Administrator]**
- 5. Department of Utilities Monthly Report. [Alfredo de Leon, Interim Director of Utilities]**

DISCUSSION: Commissioner Jesus “Jesse” Ramirez inquired for an update on Station No. 6. Alfredo De Leon, Interim Director of Utilities noted that installation of a needed pump is pending but expected soon, followed by staff training for preventive maintenance. Commissioner Ramirez also requested an update regarding the Water & Wastewater Project, Mr. De Leon stated they are awaiting required documentation to move forward and will follow up on a recommendation to return to the Texas Water Development Board. Chief Tirso Garza stated he would follow-up with Mrs. Lori Maldonado first thing the following morning.

VI. PUBLIC HEARING/ORDINANCES

A. Consider Hold a Public Hearing and Consider an Ordinance for a Conditional Use Permit Regarding the Sale of Alcoholic Beverages (BQ – Wine and Malt Beverage Retail Dealer’s Off-Premise Permit) at “Viva Mini Mart #1” Located at 205 W Nolana Ave, Suite 11-12, Legally Described as Lot 1, San Juan Plaza Subdivision, as Requested by Luis Valencia. [Monica Gomez, Director of Planning]

DISCUSSION: Monica Gomez, Director of Planning stated this was a public hearing to consider a conditional use permit for the sale of beer, wine, and other alcoholic beverages for on-site consumption at a new business located at 205 West Atlanta Avenue, Suite 112. The applicant proposed operating daily from 6:00 a.m. to midnight and will be required to comply with all TABC regulations and standard city conditions. Public notice was issued, with no comments received for or against the request. Mrs. Gomez, stated that the Planning Commission and city staff recommended approval.

Mayor Mario Garza open the Public Hearing at 6:19 p.m.

Mayor Mario Garza closed the Public Hearing at 6:19 p.m.

Mayor Pro Tem Jesus “Jesse” Ramirez made a motion to approve and was seconded by Commissioner Gilbert Garza. Motion passed (4-0)

B. Hold a Public Hearing for a Rezoning Request from the Single-Family Residence District (R-S) to General Business District (C-2) of the 2.00-Acre Tract of Land Out of the South ½ of Lot 37, Stewart’s Addition to Conway Gardens Subdivision, Located Approximately 875 Feet South of E Juan Balli Rd, Along the West Side of S Stewart Road, as Requested by Francisco Cerda. [Monica Gomez, Director of Planning]

DISCUSSION: Monica Gomez, Director of Planning stated that this was public hearing to consider a rezoning request for a 2.20-acre tract of land from Single-Family Residential (R-2) to General Business (C-2), located approximately 875 feet south of East on the west side of Stewart Road. The proposed rezoning aligns with the city’s future land use plan, which designates Stewart Road as a commercial corridor to support economic growth. Public notice was provided, and one objection was received. Mrs. Gomez stated that the Planning and Zoning Commission and city staff recommended approval, citing the area’s transition toward commercial use and the roadway’s capacity to support higher-intensity development.

Mayor Mario Garza open the Public Hearing at 6:21 p.m.

Mayor Mario Garza closed the Public Hearing at 6:21 p.m.

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Commissioner Mario Cantu made a motion to approve and was seconded by Commissioner Gilbert Garza. Motion passed (4-0)

- C. Hold a Public Hearing for a Voluntary Annexation Petition Concerning a 6.814-Acre Tract of and Out of Lot 55, Stewart's Addition to the Conway Gardens Subdivision, Located Approximately 450 Feet West Stewart Road, Along the South Side of Las Milpas Road, at Requested by Agricore Properties, LLC. [Monica Gomez, Director of Planning]**

DISCUSSION: Monica Gomez, Director of Planning stated that this was a public hearing regarding a voluntary annexation petition submitted by Agricore Properties LLC for a 6.814-acre tract located west of Stewart Road along the south side of Las Milpas Road. The petition was previously accepted by the City Commission in January 2026, and the purpose of the hearing was to receive public comments on the proposed annexation.

No action was taken, as the item was for public hearing purposes only.

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

Mayor Mario Garza inquired whether the property had properly removed itself from another city's extraterritorial jurisdiction (ETJ) before seeking voluntary annexation into San Juan. Rick Palacios, City Attorney explained that if the property owners followed statutory requirements to exit the prior ETJ, the voluntary annexation would not violate existing agreements, as the request was initiated by the landowners, not the city.

Mayor Mario Garza closed the Public Hearing at 6:28 p.m.

No Action was Taken

- D. Hold a Public Hearing for a Voluntary Annexation Petition Concerning a 6.039-Acre Tract of Land Out of Lot 55, Stewart's Addition to the Conway Gardens Subdivision, Located Approximately 450 Feet West of Stewart Road and 417 Feet South of Las Milpas Road, as Requested by S&ML Properties, LLC. [Monica Gomez, Director of Planning]**

DISCUSSION: Monica Gomez, Director of Planning stated that this was public hearing on a voluntary annexation petition submitted by S and ML Prime LLC for a 6.0939-acre tract of land located west of Stewart Road and south of Las Milpas Road. The hearing was opened to receive public comment, but no one spoke for or against the request. With no questions from the commission, the public hearing was closed without further action.

Mayor Mario Garza open the Public Hearing at 6:29 p.m.

Mayor Mario Garza closed the Public Hearing at 6:29 p.m.

No Action was Taken

- E. Hold a Public Hearing for a Voluntary Annexation Petition Concerning a 4.748-Acre Tract of Land Out of Lots 55 and Lot 60, Stewart's Addition to the Conway Gardens Subdivision, Located Approximately 450 Feet West of Stewart Road and 810 Feet South of Las Milpas Road, as Requested by Aldape Family Investments, LLC. [Monica Gomez, Director of Planning]**

DISCUSSION: Monica Gomez, Director of Planning stated that this was a public hearing for a voluntary annexation petition submitted by Family Investments LLC for a 4.748-acre tract of land located west of Stewart Road and south of El Milpas Road.

Mayor Mario Garza open the Public Hearing at 6:30 p.m.

Mayor Mario Garza closed the Public Hearing at 6:30 p.m.

No Action was Taken

- F. Hold a Public Hearing for a Voluntary Annexation Petition Concerning a 7.708-Acre Tract of Land Out of Lots 55 and 60, Stewart's Addition to the Conway Gardens Subdivision, Located Approximately 450 Feet West of Stewart Road and 395 Feet South of Las Milpas Road, as Requested by Texas RGV Investment, LLC. [Monica Gomez, Director of Planning]**

DISCUSSION: Monica Gomez, Director of Planning stated that this was a public hearing on a voluntary annexation petition by TRGB Investment LLC for a 7.708-acre tract west of Stewart Road and south of Las Milpas Road.

Mayor Mario Garza open the Public Hearing at 6:31 p.m.

Mayor Mario Garza closed the Public Hearing at 6:31 p.m.

No Action was Taken

- G. Hold a Public Hearing for a Voluntary Annexation Petition Concerning a 5.936-Acre Tract of Land Out of Lot 60, Stewart's Addition to the Conway Gardens Subdivision, Located**

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Approximately 450 Feet West of Stewart Road and 530 Feet South of Las Milpas Road, as Requested by RGV International Logistics, LLC. [Monica Gomez, Director of Planning]

DISCUSSION: Monica Gomez, Director of Planning stated that this was a public hearing on a voluntary annexation petition by RGB International Logistics LLC for a 5.936-acre tract west of Stewart Road and south of Nicholas Road.

Mayor Mario Garza open the Public Hearing at 6:32 p.m.

Mayor Mario Garza closed the Public Hearing at 6:32 p.m.

No Action was Taken

H. Hold a Public Hearing for a Voluntary Annexation Petition Concerning a 6.706-Acre Tract of Land Out of Lot 60, Stewart's Addition to the Conway Gardens Subdivision, Located Approximately 450 Feet West of Stewart Road and 650 Feet South of Las Milpas Road, as Requested by National Provedora de Hortalizas S.A. de C.V. [Monica Gomez, Director of Planning]

DISCUSSION: Monica Gomez, Director of Planning stated that this was a voluntary annexation petition by National and FUM for a 6.706-acre tract west of Stewart Road and south of Las Milpas Road.

Mayor Mario Garza open the Public Hearing at 6:33 p.m.

Mayor Mario Garza closed the Public Hearing at 6:34 p.m.

No Action was Taken

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

A. Consideration and Possible Action, if any, on a Variance Request to Allow a Detention Pond within a 20-foot Utility Easement Located at 1801 N. Veterans Boulevard, Legally Described as Lot 1, Castle Heights Subdivision, as Requested by Zambrano Investment Group, LLC. [Monica Gomez, Director of Planning]

DISCUSSION: Monica Gomez, Director of Planning stated that this request was submitted by Zambrano Investment Group LLC to construct a detention pond within a 20-foot utility easement at 1801 North Veterans Boulevard in Castle Heights Subdivision. The pond relocation could conflict with existing overhead power lines and an 8-inch water line. Commissioner Jesus "Jesse" Ramirez asked on the process as to handled this type of request. Mrs. Gomez, replied that this is the first time the City of San Juan received this type of variance. She further stated that staff and the Planning and Zoning Commission recommended approval only after obtaining letters from all affected utility companies confirming no conflicts. The commission approved the request with the condition that the necessary utility letters be provided.

Mayor Mario Garza made a motion to approve with the request of obtaining the letters and was seconded by Commissioner Gilbert Garza. Motion passed (4-0)

B. Discussion and Possible Action, if any, to Approve the 2025 Proposed Water and Wastewater Rate and Financial Forecast Prepared by Willdan Financial Services and Authorize the City Manager to Execute Any Related Documents. [Maria L. Beltran, Director of Finance]

DISCUSSION: Maria L. Beltran, Director of Finance stated this item was possible action to approve the proposed 2025 Water and Wastewater Rates and Financial Forecast prepared by Willdan Financial Services. Mayor Mario Garza asked what Scenario was Mrs. Beltran recommending. Jason Gray, Vice President, and Managing Principal stated that they altered the scenario after the feedback they received, for the \$100 million worth of debt and they opted for Scenario Option 2 which is 50%. The plan supports up to \$60 million in debt to fund infrastructure projects but does not require immediate debt issuance. Mayor Mario Garza inquired as to when was the last time the City San Juan increased the water rates and Mr. Gray replied 2009. Mayor Pro Tem Jesus "Jesse" Ramirez asked if they looked into how, it affects the average household income. Mr. Gray stated that the proposed rates, averaging \$78 per month for most users, are considered affordable at 1.8% of median household income, well below the national 3% threshold. This rate adjustment marks the first increase since 2009 and was approved by the commission, authorizing the city manager to execute related documents.

Mayor Mario Garza made a motion to approve and was seconded by Mayor Pro Tem Jesus "Jesse" Ramirez. Motion passed (4-0)

VIII. RESOLUTION

A. Consideration and Action, if any, on a Resolution Authorizing the Information Technology Department to Submit and Accept an Application for Funding from the Office of the Governor (OG) for FY27 Cybersecurity Assessment Grant Program. [Pat Karr, CTO]

DISCUSSION: Pat Karr, CTO stated that this resolution authorizing the IT department to apply for and accept a \$15,000 cybersecurity grant from the Office of the Governor for fiscal year 2027. The grant requires a 30% local

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match of \$4,500, which will be budgeted by the city, with the remainder funded by the state. The grant period covers fiscal years 2026–2027.

Mayor Pro Tem Jesus “Jesse” Ramirez made a motion to approve and was seconded by Commissioner Gilbert Garza. Motion passed (4-0)

- B. Consideration and Action, if any, on a Resolution Authorizing the City of San Juan Police Department to Accept an Award from the Office of the Governor for the Operation Stonegarden Grant Project FY25. [Leandro Sifuentes, Chief of Police]**

DISCUSSION: Leandro Sifuentes, Chief of Police stated that this resolution is to authorize the Police Department to accept a \$125,000 award from the Office of the Governor’s Operation Stonegarden grant program for overtime.

Commissioner Mario Cantu made a motion to approve and was seconded by Mayor Mario Garza. Motion passed (4-0)

- C. Consideration and Action, if any, on a Resolution Authorizing the City of San Juan to Make a Public Purpose Determination and Supporting Intergovernmental Cooperation Consistent with TDHCA 4% Housing Tax Credit Requirements.**

DISCUSSION: Roberto Garza, Executive Director of the San Juan Housing Authority stated that this resolution from the City of San Juan was to support a public purpose determination and intergovernmental cooperation with the South Housing Authority to provide up to 25 housing units for families in need. The partnership allows the city to maintain administrative fees locally while helping families on a long waiting list of approximately 175 people, improving access to housing for San Juan residents.

Mayor Pro Tem Jesus “Jesse” Ramirez made a motion to approve and was seconded by Commissioner Mario Cantu. Motion passed (4-0)

IX. CONTRACTUALS

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

DISCUSSION: Leandro Sifuentes, Chief of Police the City approved the renewal of the interlocal agreement with RGV for 911 services, with no changes to the existing terms.

Commissioner Mario Cantu made a motion to approve and was seconded by Commissioner Gilbert Garza. Motion passed (4-0)

X. CONSENT AGENDA

- A. Consider Approval of the Investment Report for the Quarter ending December 31, 2025. [Maria L. Beltran, Director of Finance]**
- B. Consider Approval of the Investment Report for the Quarter ending December 31, 2025. [Maria L. Beltran, Director of Finance]**
- C. Consider Approval of the Budget Expenditures Report for the Month of January 31, 2026. [Maria L. Beltran, Director of Finance]**
- D. Consider Approval of City Commission Meeting Minutes:
- September 9, 2025**

Mayor Pro Tem Jesus “Jesse” Ramirez made a motion to approve all items under consent agenda and was seconded by Commissioner Mario Cantu. Motion passed (4-0)

XI. 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 of the Texas Government Code, Consultation with Attorney; Discussion and Possible Action Regarding Legal Matters Concerning the Excavation Permit Applications Submitted by Vexus Fiber for the Installation of Vexus Fiber Cable.**
 - 2. Pursuant to Section §551.071 Consultation with Attorney and Pursuant to Section §551.074 Personnel Matters; Discussion Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee: City Manager.**

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, FEBRUARY 24, 2026**

Mayor Pro Tem Jesus “Jesse” Ramirez made a motion to enter executive session at 6:49 p.m. and was seconded by Mayor Mario Garza. Motion passed (4-0)

XII. RECONVENE

- 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).**

Mayor Pro Tem Jesus “Jesse” Ramirez made a motion to reconvene at 7:14 p.m. and was seconded by Commissioner Gilbert Garza. Motion passed (4-0)

- 1. Pursuant to Section §551.071 of the Texas Government Code, Consultation with Attorney; Discussion and Possible Action Regarding Legal Matters Concerning the Excavation Permit Applications Submitted by Vexus Fiber for the Installation of Vexus Fiber Cable.**

No Action was Taken

- 2. Pursuant to Section §551.071 Consultation with Attorney and Pursuant to Section §551.074 Personnel Matters; Discussion Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee: City Manager.**

No Action was Taken

XIII. ADJORNMENT

Commissioner Mario Cantu made a motion to adjourn at 7:15 p.m. and was seconded by Mayor Mario Garza. Motion passed (4-0)

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Brenda Escalante, City Secretary

MINUTES OF SPECIAL MEETING OF THE CITY OF SAN JUAN COMMISSION

DATE: Tuesday, March 10, 2026

TIME: 6:00 p.m.

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

MEMBERS PRESENT: Mario Garza, Mayor
Mario Cantu, Commissioner
Gilbert Garza, Commissioner
Marco "Markie" Villegas, Commissioner
Rick Palacios, City Attorney

STAFF PRESENT: Tirso Garza, Interim City Manager
Brenda Escalante, City Secretary
Leandro Sifuentes, Chief of Police
Adelaida Cordero, Director of Human Resources
Maria L. Beltran, Director of Finance
Christina Perez, Library Director
Monica Gomez, Director of Planning
Israel Garza, Director of Sanitation/ Public Works
Alfredo De Leon, Interim Director of Utilities
Mary Enriquez, Court Administrator
Pat Karr, Director of Information Technology
Patrick Willingham, Director of Parks & Recreation

ORDER OF BUSINESS

- I. CALL MEETING TO ORDER:**
Mayor Mario Garza called meeting to order at 6:00 p.m.
- II. INVOCATION:**
Tirso Garza, Interim City Manager led the Invocation.
- III. PLEDGE OF ALLEGIANCE:**
Mayor Mario Garza led the Pledge of Allegiance.
- IV. PUBLIC COMMENTS ON AGENDA ITEMS**
 - A.** The Public Comment portion of the meeting ensures a fair and transparent process in the governance of the City. In accordance with the Texas Open Meetings Act, the Mayor and City Commissioners do not respond to comments during this time; they listen. Individuals wishing to address the governing body must register with the City Secretary fifteen (15) minutes prior to the scheduled start time of the meeting by completing the registration form. The City reserves the right to refuse a speaker if the registration form is incomplete. Registered speakers may only speak on items listed on the agenda and are limited to three (3) minutes. A registered speaker may not donate time to another speaker. To promote efficiency and minimize repetitive commentary, the governing body may request that an identifiable group appoint a spokesperson to represent their views. Additionally, the number of speakers representing the same group may be limited. Once the public comments under this section conclude, no further public comments will be permitted.

Any Public Comments regarding items listed under the Public Hearing section will be accepted when the governing body formally opens each item for discussion under the Public Hearing portion of the meeting.

No Public Comments

- V. PRESENTATIONS**
 - A. Presentation on the Piñata Dash 5K Presented by the Keep San Juan Beautiful Board. [Israel Garza, Director of Sanitation]**

DISCUSSION: The City of San Juan officially recognized the 2025 Miss San Juan Royal Court through a proclamation issued on February 24, 2026. Mayor Mario Garza read the proclamation. City leaders and board members expressed gratitude for the record-breaking participation and congratulated the court for their service and dedication.

- B. Presentation on a Proclamation Proclaiming the Month of March 2026 as Procurement Month.**

DISCUSSION: The City of San Juan presented a proclamation honoring the Raul Middle School cheerleading team

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, MARCH 10, 2026**

for winning first place in the non-varsity junior high division at the NCA National Championship in Fort Worth, Texas. City officials praised the team's hard work, dedication, and teamwork, recognizing the athletes, coaches, and supportive families for their commitment and sacrifice. Leaders congratulated the team for bringing home a national title for the first time in the school's history and for proudly representing San Juan on a national stage, wishing them continued success in the future. Mayor Mario Garza read the proclamation.

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

- 1. Department of Planning and Zoning Monthly Report. [Monica Gomez, Director of Planning]**
- 2. Department of Parks and Recreation Monthly Report. [Patrick Willingham, Director of Parks & Recreation]**
- 3. Department of Sanitation Monthly Report. [Israel Garza, Director of Sanitation]**
- 4. San Juan Memorial Library Monthly Report. [Christina Perez, Library Director]**

DISCUSSION: Commissioner Jesus "Jesse" Ramirez inquired for an update on Station No. 6. Alfredo De Leon, Interim Director of Utilities noted that installation of a needed pump is pending but expected soon, followed by staff training for preventive maintenance. Commissioner Ramirez also requested an update regarding the Water & Wastewater Project, Mr. De Leon stated they are awaiting required documentation to move forward and will follow up on a recommendation to return to the Texas Water Development Board. Chief Tirso Garza stated he would follow-up with Mrs. Lori Maldonado first thing the following morning.

VI. PUBLIC HEARING/ORDINANCES

- A. Hold a Public Hearing for a Voluntary Annexation Petition Concerning a 6.814-acre tract of land out of Lot 55, Stewart's Addition to the Conway Gardens Subdivision, located approximately 450 feet west of Stewart Road, along the south side of Las Milpas Road, as requested by Agricore Properties, LLC. [Monica Gomez, Director of Planning]**

DISCUSSION: Monica Gomez, Director of Planning stated this was a public hearing to consider a conditional use permit for the sale of beer, wine, and other alcoholic beverages for on-site consumption at a new business located at 205 West Atlanta Avenue, Suite 112. The applicant proposed operating daily from 6:00 a.m. to midnight and will be required to comply with all TABC regulations and standard city conditions. Public notice was issued, with no comments received for or against the request. Mrs. Gomez, stated that the Planning Commission and city staff recommended approval.

Mayor Mario Garza open the Public Hearing at 6:19 p.m.

Mayor Mario Garza closed the Public Hearing at 6:19 p.m.

Mayor Pro Tem Jesus "Jesse" Ramirez made a motion to approve and was seconded by Commissioner Gilbert Garza. (4-0)

- B. Hold a Public Hearing for a Voluntary Annexation Petition concerning a 6.039-acre tract of land out of Lot 55, Stewart's Addition to the Conway Gardens Subdivision, located approximately 450 feet West of Stewart Road and 417 feet South of Las Milpas Road, as requested by S&ML Properties, LLC. [Monica Gomez, Director of Planning]**

DISCUSSION: Monica Gomez, Director of Planning stated that this was public hearing to consider a rezoning request for a 2.20-acre tract of land from Single-Family Residential (R-2) to General Business (C-2), located approximately 875 feet south of East on the west side of Stewart Road. The proposed rezoning aligns with the city's future land use plan, which designates Stewart Road as a commercial corridor to support economic growth. Public notice was provided, and one objection was received. Mrs. Gomez stated that the Planning and Zoning Commission and city staff recommended approval, citing the area's transition toward commercial use and the roadway's capacity to support higher-intensity development.

Mayor Mario Garza open the Public Hearing at 6:21 p.m.

Mayor Mario Garza closed the Public Hearing at 6:21 p.m.

Commissioner Mario Cantu made a motion to approve and was seconded by Commissioner Gilbert Garza. (4-0)

- C. Hold a Public Hearing for a Voluntary Annexation Petition concerning a 4.748-acre tract of land out of Lots 55 and Lot 60, Stewart's Addition to the Conway Gardens Subdivision, located approximately 450 feet West of Stewart Road and 810 feet South of Las Milpas Road, as requested by Aldape Family Investments, LLC. [Monica Gomez, Director of Planning]**

DISCUSSION: Monica Gomez, Director of Planning stated that this was a public hearing regarding a voluntary annexation petition submitted by Agricore Properties LLC for a 6.814-acre tract located west of Stewart Road along

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, MARCH 10, 2026**

the south side of Las Milpas Road. The petition was previously accepted by the City Commission in January 2026, and the purpose of the hearing was to receive public comments on the proposed annexation.

No action was taken, as the item was for public hearing purposes only.

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

Mayor Mario Garza inquired whether the property had properly removed itself from another city's extraterritorial jurisdiction (ETJ) before seeking voluntary annexation into San Juan. Rick Palacios, City Attorney explained that if the property owners followed statutory requirements to exit the prior ETJ, the voluntary annexation would not violate existing agreements, as the request was initiated by the landowners, not the city.

Mayor Mario Garza closed the Public Hearing at 6:28 p.m.

No Action was Taken

- D. Hold a Public Hearing for a Voluntary Annexation Petition concerning a 7.708-acre tract of land out of Lots 55 and 60, Stewart's Addition to the Conway Gardens Subdivision, located approximately 450 feet West of Stewart Road and 395 feet South of Las Milpas Road, as requested by Texas RGV Investment, LLC. [Monica Gomez, Director of Planning]**

DISCUSSION: Monica Gomez, Director of Planning stated that this was public hearing on a voluntary annexation petition submitted by S and ML Prime LLC for a 6.0939-acre tract of land located west of Stewart Road and south of Las Milpas Road. The hearing was opened to receive public comment, but no one spoke for or against the request. With no questions from the commission, the public hearing was closed without further action.

Mayor Mario Garza open the Public Hearing at 6:29 p.m.

Mayor Mario Garza closed the Public Hearing at 6:29 p.m.

No Action was Taken

- E. Hold a Public Hearing for a Voluntary Annexation Petition concerning a 5.936-acre tract of land out of Lot 60, Stewart's Addition to the Conway Gardens Subdivision, located approximately 450 feet West of Stewart Road and 530 feet South of Las Milpas Road, as requested by RGV International Logistics, LLC. [Monica Gomez, Director of Planning]**

DISCUSSION: Monica Gomez, Director of Planning stated that this was a public hearing for a voluntary annexation petition submitted by Family Investments LLC for a 4.748-acre tract of land located west of Stewart Road and south of El Milpas Road.

Mayor Mario Garza open the Public Hearing at 6:30 p.m.

Mayor Mario Garza closed the Public Hearing at 6:30 p.m.

No Action was Taken

- F. Hold a Public Hearing for a Voluntary Annexation Petition concerning a 6.706-Acre Tract of Land Out of Lot 60, Stewart's Addition to the Conway Gardens Subdivision, Located Approximately 450 Feet West of Stewart Road and 650 Feet South of Las Milpas Road, as requested by National Proveedora de Hortalizas S.A. de C.V. [Monica Gomez, Director of Planning]**

DISCUSSION: Monica Gomez, Director of Planning stated that this was a public hearing on a voluntary annexation petition by TRGB Investment LLC for a 7.708-acre tract west of Stewart Road and south of Las Milpas Road.

Mayor Mario Garza open the Public Hearing at 6:31 p.m.

Mayor Mario Garza closed the Public Hearing at 6:31 p.m.

No Action was Taken

- G. Hold a Public Hearing and Consider an Ordinance Amending the Code of Ordinance of the City of San Juan, Texas Under Chapter 13. Utilities, Article 13.03. Water and Sewer Services, Division 2. Rates, Charges and Billing, Part III. Water Rates and Charges, Section 13.03.146. Standard Rate Schedule and Section 13.03.147. Nonstandard Rate Schedule and Under Part IV. Sewer Rates and Charges, Section 13.03.183. Rates, to Modify Water and Sewer Rates; Providing for Effective Date; Providing for Publication; Providing for Codification; Providing for Severability Clause; and Providing for Repealer Clause. [Maria L. Beltran, Director of Finance]**

DISCUSSION: Monica Gomez, Director of Planning stated that this was a public hearing on a voluntary annexation petition by RGB International Logistics LLC for a 5.936-acre tract west of Stewart Road and south of Nicholas Road.

Mayor Mario Garza open the Public Hearing at 6:32 p.m.

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, MARCH 10, 2026**

Mayor Mario Garza closed the Public Hearing at 6:32 p.m.

No Action was Taken

VII. APPOINTMENTS

- A. Consider the Removal, Appointment, or Reappointment of Member(s) to the Keep San Juan Beautiful Board. [Brenda Escalante, City Secretary]**

Mayor Mario Garza made a motion to approve with the request of obtaining the letters and was seconded by Commissioner Gilbert Garza. Motion passed (4-0)

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

- A. Consideration and Possible Action, if any, on a Variance Request to Allow a Detention Pond within a 20-foot Utility Easement Located at 1801 N. Veterans Boulevard, Legally Described as Lot 1, Castle Heights Subdivision, as Requested by Zambrano Investment Group, LLC. [Monica Gomez, Director of Planning]**

DISCUSSION: Monica Gomez, Director of Planning stated that this request was submitted by Zambrano Investment Group LLC to construct a detention pond within a 20-foot utility easement at 1801 North Veterans Boulevard in Castle Heights Subdivision. The pond relocation could conflict with existing overhead power lines and an 8-inch water line. Commissioner Jesus “Jesse” Ramirez asked on the process as to handled this type of request. Mrs. Gomez, replied that this is the first time the City of San Juan received this type of variance. She further stated that staff and the Planning and Zoning Commission recommended approval only after obtaining letters from all affected utility companies confirming no conflicts. The commission approved the request with the condition that the necessary utility letters be provided.

Mayor Mario Garza made a motion to approve with the request of obtaining the letters and was seconded by Commissioner Gilbert Garza. Motion passed (4-0)

- B. Discussion and Possible Action, if any, to Approve the 2025 Proposed Water and Wastewater Rate and Financial Forecast Prepared by Willdan Financial Services and Authorize the City Manager to Execute Any Related Documents. [Maria L. Beltran, Director of Finance]**

DISCUSSION: Maria L. Beltran, Director of Finance stated this item was possible action to approve the proposed 2025 Water and Wastewater Rates and Financial Forecast prepared by Willdan Financial Services. Mayor Mario Garza asked what Scenario was Mrs. Beltran recommending. Jason Gray, Vice President, and Managing Principal stated that they altered the scenario after the feedback they received, for the \$100 million worth of debt and they opted for Scenario Option 2 which is 50%. The plan supports up to \$60 million in debt to fund infrastructure projects but does not require immediate debt issuance. Mayor Mario Garza inquired as to when was the last time the City San Juan increased the water rates and Mr. Gray replied 2009. Mayor Pro Tem Jesus “Jesse” Ramirez asked if they looked into how, it affects the average household income. Mr. Gray stated that the proposed rates, averaging \$78 per month for most users, are considered affordable at 1.8% of median household income, well below the national 3% threshold. This rate adjustment marks the first increase since 2009 and was approved by the commission, authorizing the city manager to execute related documents.

Mayor Mario Garza made a motion to approve and was seconded by Mayor Pro Tem Jesus “Jesse” Ramirez. Motion passed (4-0)

IX. RESOLUTION

- A. Consideration and Action, if any, on a Resolution Authorizing the Information Technology Department to Submit and Accept an Application for Funding from the Office of the Governor (OG) for FY27 Cybersecurity Assessment Grant Program. [Pat Karr, CTO]**

DISCUSSION: Pat Karr, CTO stated that this resolution authorizing the IT department to apply for and accept a \$15,000 cybersecurity grant from the Office of the Governor for fiscal year 2027. The grant requires a 30% local match of \$4,500, which will be budgeted by the city, with the remainder funded by the state. The grant period covers fiscal years 2026–2027.

Mayor Jesus “Jesse” Ramirez made a motion to approve and was seconded by Commissioner Gilbert Garza. (4-0)

- B. Consideration and Action, if any, on a Resolution Authorizing the City of San Juan Police Department to Accept an Award from the Office of the Governor for the Operation Stonegarden Grant Project FY25. [Leandro Sifuentes, Chief of Police]**

DISCUSSION: Leandro Sifuentes, Chief of Police stated that this resolution is to authorize the Police Department to accept a \$125,000 award from the Office of the Governor’s Operation Stonegarden grant program for overtime.

Commissioner Mario Cantu made a motion to approve and was seconded by Mayor Mario Garza. Motion

**CITY OF SAN JUAN
CITY COMMISSION MEETING
TUESDAY, MARCH 10, 2026**

passed (4-0)

- C. Consideration and Action, if any, on a Resolution Authorizing the City of San Juan to Make a Public Purpose Determination and Supporting Intergovernmental Cooperation Consistent with TDHCA 4% Housing Tax Credit Requirements.**

DISCUSSION: Roberto Garza, Executive Director of the San Juan Housing Authority stated that this resolution from the City of San Juan was to support a public purpose determination and intergovernmental cooperation with the South Housing Authority to provide up to 25 housing units for families in need. The partnership allows the city to maintain administrative fees locally while helping families on a long waiting list of approximately 175 people, improving access to housing for San Juan residents.

Mayor Pro Tem Jesus “Jesse” Ramirez made a motion to approve and was seconded by Commissioner Mario Cantu. Motion passed (4-0)

IX. CONTRACTUALS

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

DISCUSSION: Leandro Sifuentes, Chief of Police the City approved the renewal of the interlocal agreement with RGV for 911 services, with no changes to the existing terms.

Commissioner Mario Cantu made a motion to approve and was seconded by Commissioner Gilbert Garza. Motion passed (4-0)

X. CONSENT AGENDA

- B. Consider Approval of the Investment Report for the Quarter ending December 31, 2025. [Maria L. Beltran, Director of Finance]**
- B. Consider Approval of the Investment Report for the Quarter ending December 31, 2025. [Maria L. Beltran, Director of Finance]**
- C. Consider Approval of the Budget Expenditures Report for the Month of January 31, 2026. [Maria L. Beltran, Director of Finance]**
- D. Consider Approval of City Commission Meeting Minutes:
- September 9, 2025**

Mayor Pro Tem Jesus “Jesse” Ramirez made a motion to approve all items under consent agenda and was seconded by Commissioner Mario Cantu. Motion passed (4-0)

XI. 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 of the Texas Government Code, Consultation with Attorney; Discussion and Possible Action Regarding Legal Matters Concerning the Excavation Permit Applications Submitted by Vexus Fiber for the Installation of Vexus Fiber Cable.**
 - 2. Pursuant to Section §551.071 Consultation with Attorney and Pursuant to Section §551.074 Personnel Matters; Discussion Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee: City Manager.**

Mayor Pro Tem Jesus “Jesse” Ramirez made a motion to enter executive session at 6:49 p.m. and was seconded by Mayor Mario Garza. Motion passed (4-0)

XII. RECONVENE

- 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).**

Mayor Pro Tem Jesus “Jesse” Ramirez made a motion to reconvene at 7:14 p.m. and was seconded by Commissioner Gilbert Garza. Motion passed (4-0)

- 1. Pursuant to Section §551.071 of the Texas Government Code, Consultation with Attorney; Discussion and Possible Action Regarding Legal Matters Concerning the Excavation Permit Applications Submitted by Vexus Fiber for the Installation of Vexus Fiber Cable.**

**CITY OF SAN JUAN
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No Action was Taken

2. Pursuant to Section §551.071 Consultation with Attorney and Pursuant to Section §551.074 Personnel Matters; Discussion Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee: City Manager.

No Action was Taken

XIII. ADJORNMENT

Commissioner Mario Cantu made a motion to adjourn at 7:15 p.m. and was seconded by Mayor Mario Garza. Motion passed (4-0)

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

ATTEST:

Brenda Escalante, City Secretary