NOTICE OF THE REGULAR MEETING OF
THE CITY OF SAN BENITO CITY COMMISSION
MARCH 3, 2026
5:30 PM

SAN BENITO MUNICIPAL BUILDING
CESAR GONZALEZ MEETING HALL
401 NORTH SAM HOUSTON BOULEVARD
SAN BENITO, TEXAS 78586

During the course of this meeting, the City Commission may retire into Executive Session under Texas Government Code Section 551.071 (2) to consult with its legal counsel on legal matters relating to any item on this agenda when the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. The City Commission reserves the right to consider and address any of the items in this agenda in any order during the meeting.

CALL TO ORDER:

1. Roll call and possible action on the excusing of any absent member of the governing board.

2. Pledge of Allegiance to the U.S. Flag and to the Texas Flag.

3. Invocation.

ANNOUNCEMENT(S)

PUBLIC COMMENTS (Speaker remarks limited to three minutes)

- **Non-Agenda Items:** Kindly submit a "Public Comment Form" stating the City business or City policy you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Forms are not reserved for anyone nor may time be deferred to anyone. PowerPoint presentations may not be accommodated. This period is limited to five (5) speakers with a time limit of three (3) minutes per speaker.
- **Agenda Items:** Kindly submit a "Public Comment Form" stating which item(s) on the agenda you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Speakers will be allowed to address the Commission on the agenda item before it is to be considered. The speaker is limited to three (3) minutes.
- **Time Limits:** The City Commission shall have the discretion to modify its regulations regarding time limits on public comment if necessary. For example, the time limit may be shortened to accommodate a lengthy agenda or it could be lengthened to allow additional time for discussion on a complicated matter or if there is a need for an interpreter.

PRESENTATION(S)

- Presentation of the City Manager's Report.

- Presentation of the City of San Benito Key Performance Indicators (KPIs) for the First Quarter of Fiscal Year 2025-2026.

- Presentation of the City of San Benito Financials for the Fourth Quarter of Fiscal Year 2024-2025.

PUBLIC HEARING(S)

1. Public Hearing on an ordinance of the City of San Benito, Texas, amending Ordinance Number 2252, the Zoning Ordinance of the city; providing amendments to the zoning regulations; providing enforcement; repealing all ordinances in conflict; and providing an effective date.

2. Public Hearing on an ordinance of the City of San Benito, amending Ordinance Number 2546, and any other amending ordinances codified in the Code of Ordinances pertaining to "Flood Damage Prevention"; repealing all ordinances in conflict; and providing for an effective date.

3. Public Hearing on a request to rezone a property located at 762 East Otho Street bearing a Legal Description of: Lot Twelve (12) Block Four (4) Third Addition to the City of San Benito, Cameron County, Texas according to the Map or said addition recorded in Volume 2, Page 5 of the Map Records of Cameron County, Texas from SF-1 "Single Family One" to C-2 "Commercial General Retail Business". Applicant: Alma Delia Cantu.

4. Public Hearing on requests to rezone properties located at 1010 and 1020 Ratliff Street bearing a Legal Description of: Being Lot One (1) Two (2) and Three (3) Block One Emma Porter Estates San Benito, Cameron County, Texas according to the Plat thereof recorded in Cabinet 1, Page 848-A, Map Records of Cameron County, Texas from HI "Heavy Industry" to C-2 "Commercial General Retail Business". Applicant: Charles Ratliff.

5. Public Hearing on a request to rezone a property located at 1123 East Eighth Street bearing a Legal Description of: Being 10.0-acre tract of land out of Block 27, San Benito Land and Water Company Subdivision, Cameron County, Texas as per Map thereof recorded in Volume 1, Page 6, Map Records, Cameon County, Texas, and further being out of certain 20.00 acre tract recorded in Volume 14147, Page 159, Official records, Cameron County, Texas from AO "Agriculture and Open Space" to C-2 "Commercial General Retail Business". Applicants: Francisco and Miriam Galindo.

6. Public Hearing on a request to rezone a property located at 351 Cesar Gonzalez Parkway bearing a Legal Description of: Being 5.01 acres of land out of the Southwest 10.0 acres out of the Southeast One-Quarter of Block 6, San Benito Land and Water Company Subdivision, according to Map recorded in Volume 1, Page 6, Map Records, Concepcion De Carricitos Grant, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicant: Ovidio De La Fuente III.

7. Public Hearing on a request to rezone a property located at 780 South Fannin Street bearing a Legal Description of: Being the South 35 feet of Lot Six (6), all of Lots Seven (7) and eight (8) and the North One-Half (1/2) of Lot Nine (9), Wilkinson Subdivision, an Addition to the City of San Benito, Texas, according to the Map or Plat thereof recorded in Volume 6, Page 55, Map records of Cameron County, Texas from SF-1 "Single Family One" to C-2 "Commercial General Retail Business". Applicant: Antonio Vasquez.

8. Public Hearing on a request to rezone a property located at 942 East Stenger Street bearing a Legal Description of: Tract I: A 1.44 acre of land being a portion of Block Two (2) of the Clara Subdivision in Block Seventeen (17) of the San Benito Land and Water Company Subdivision, as recorded in Volume 4, Page 72 of the Map Records of Cameron County, Texas and Tract II: Being a 0.31 acre tract of land, being part of Block (2), of the Clara Subdivision in Block Seventeen (17) of the San Benito Land and Water Company Subdivision, as recorded in Volume 4, Page 72 of the Map Records of Cameron County, Texas from C-1 "Commercial Restricted Business" to MH "Mobile Home". Applicants: Carlos and Alicia Ruiz.

CONSENT AGENDA ITEM(S)

The following are considered to be routine by the City Commission and will be approved by one motion. There will be no separate discussion of these items unless a City Commissioner so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

1. Consideration and possible action to approve the minutes of the February 3, 2026 City of San Benito Regular City Commission Meeting.

2. Consideration and possible action to approve the Second and Final Reading of Ordinance 2593-C-02-2026, an ordinance amending Ordinance Number 2583-B-09-2022 and all ordinances in conflict therewith, and providing for a change in the number of budgeted and authorized positions at the rank of patrol officer for the San Benito Police Department, and providing for an effective date.

3. Consideration and possible action to approve the Second and Final Reading of Ordinance Number 2636 Creating the Rio Grande Valley Public Utility Agency; Approving Bylaws; Providing for Purposes, Powers, and Governance; Appointing Initial Directors; Establishing an Effective Date; and Addressing Related Matters.

4. Consideration and possible action to approve the Second and Final Reading of Ordinance Number 2637 establishing the Keep San Benito Beautiful Advisory Board.

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1. First Reading of Ordinance Number 2111-B, an ordinance amending Ordinance Number 2111 and Ordinance Number 2111-A, to prohibit the assessment of additional local fees for alcoholic beverage sales for food establishments that have already paid required operational fees and repealing any other ordinances in conflict therewith, as provided by the City of San Benito.

2. First Reading of Ordinance Number 2252-AX-031726, amending Ordinance Number 2252, and any other ordinances, and codified in the Code of Ordinances in Section 12, Special Use and Regulations to add Section 12.09 Regulations for Smoke Shops and Related Retail Establishments and dealing with related matters; providing savings, repealing and severability clauses; and providing an effective date.

3. First Reading of Ordinance Number 2252-AY-031726, an ordinance of the City of San Benito, Texas, amending Ordinance Number 2252, the Zoning Ordinance of the City, providing amendments to the zoning regulations, providing enforcement, repealing all ordinances in conflict, and providing an effective date.

4. First Reading of Ordinance Number 2252-AZ-031726, a request to rezone properties located at 1010 and 1020 Ratliff Street bearing a Legal Description of: Being Lot One (1) Two (2) and Three (3) Block One Emma Porter Estates San Benito, Cameron County, Texas according to the Plat thereof recorded in Cabinet 1, Page 848-A, Map Records of Cameron County, Texas from HI “Heavy Industry” to C-2 “Commercial General Retail Business”. Applicant: Charles Ratliff.

5. First Reading of Ordinance Number 2252-BA-031726, a request to rezone a property located at 762 East Otho Street bearing a Legal Description of: Lot Twelve (12) Block Four (4) Third Addition to the City of San Benito, Cameron County, Texas according to the Map or said Addition recorded in Volume 2, Page 5 of the Map Records of Cameron County, Texas from SF-1 “Single Family One” to C-2 “Commercial General Retail Business”. Applicant: Alma Delia Cantu.

6. First Reading of Ordinance Number 2252-BB-031726, a request to rezone a property located at 1123 East Eighth Street bearing a Legal Description of: Being 10.0-acre tract of land out of Block 27, San Benito Land and Water Company Subdivision, Cameron County, Texas as per map thereof recorded in Volume 1, Page 6, Map Records, Cameon County, Texas, and further being out of certain 20.00 acre tract recorded in Volume 14147, Page 159, Official records, Cameron County, Texas from AO “Agriculture and Open Space” to C-2 “Commercial General Retail Business”. Applicants: Francisco and Miriam Galindo.

7. First Reading of Ordinance Number 2252-BC-031726, a request to rezone a property located at 351 Cesar Gonzalez Parkway bearing a Legal Description of: Being 5.01 acres of land out of the Southwest 10.0 acres out of the Southeast One-Quarter of Block 6, San Benito Land and Water Company Subdivision, according to Map recorded in Volume 1, Page 6, Map Records, Concepcion De Carricitos Grant, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicant: Ovidio De La Fuente III.

8. First Reading of Ordinance Number 2252-BD-031726, a request to rezone a property located at 780 South Fannin Street bearing a Legal Description of: Being the South 35 feet of Lot Six (6), all of Lots Seven (7) and Eight (8) and the North One-Half (1/2) of Lot Nine (9), Wilkinson Subdivison, an addition to the City of San Benito, Texas, according to the map or plat thereof recorded in Volume 6, Page 55, Map records of Cameron County, Texas from SF-1 "Single Family One" to C-2 "Commercial General Retail Business". Applicant: Antonio Vasquez.

9. First Reading of Ordinance Number 2252-BE-031726, a request to rezone a property located at 942 East Stenger Street bearing a Legal Description of: Tract I: A 1.44 acre of land being a portion of Block Two (2) of the Clara Subdivision in Block Seventeen (17) of the San Benito Land and Water Company Subdivision, as recorded in Volume 4, Page 72 of the Map Records of Cameron County, Texas and Tract II: Being a 0.31 acre tract of land, being part of Block (2), of the Clara Subdivision in Block Seventeen (17) of the San Benito Land and Water Company Subdivision, as recorded in Volume 4, Page 72 of the Map Records of Cameron County, Texas from C-1 "Commercial Restricted Business" to MH "Mobile Home". Applicants: Carlos and Alicia Ruiz.

10. First Reading of Ordinance Number 2546-01, an ordinance of the City of San Benito, Texas, amending Ordinance Number 2546 and any other amending ordinances codified in the Code of Ordinances pertaining to "Flood Damage Prevention", repealing all ordinances in conflict, and providing for an effective date.

11. Consideration and possible action to ratify Resolution Number 2026-0303-001(R), authorizing the Mayor or his designee to approve the application and acceptance of any Operation Stonegarden Grant Number 3186811 that the Office of the Governor issues for the period of performance of March 1, 2026, through February 28, 2027.

12. Consideration and possible action to ratify Resolution Number 2026-0303-002(R), authorizing the Mayor of his designee to approve the application and acceptance of any Rifle Resistant Body Armor Grant 5733501 that the Officer of the Governor issues for the period of performance starting September 1, 2026, through September 30, 2027.

13. Consideration and possible action to ratify Resolution 2026-0303-003(R) authorizing the Mayor to execute a Texas Department of Transportation Agreement for the temporary closure of a State Right-of-Way on Sam Houston Boulevard, for the 1st Annual Hog Waddle Mini Kickoff Parade to be held on March 7, 2026.

14. Consideration and possible action to approve Resolution Number 2026-0303-004(R), a resolution approving the Joint Election between the San Benito Consolidated Independent School District and the City of San Benito for the May 2, 2026, School Board and City Commission Elections.

15. Consideration and possible action to approve Resolution Number 2026-0303-006(R), recognizing and supporting the Texas Independence Celebration Association (THICA) event to be held on March 14, 2026, at the San Benito Fairgrounds, and acknowledging the historical significance of the Texas Revolution.

16. Consideration and possible action to approve the San Benito Drainage Master Plan Project, including authorization of the Interlocal Agreement and adoption of Resolution Number 2026-0303-005(R) regarding the Flood Mitigation Assistance local match and related additional services.

17. Consideration and possible action to approve an Ambulance Service Contract between the City of San Benito and South Texas Emergency Care Foundation, Inc. for the provision of emergency and non-emergency ambulance services and emergency medical services (EMS).

18. Consideration and possible action to approve an Interlocal Cooperation Contract between the City of San Benito and the University of Texas Rio Grande Valley for Cybersecurity Services.

19. Consideration and possible action to authorize the Mayor to enter into an Agreement with Express Employment Professionals.

20. Consideration and possible action to authorize the Mayor to sign an Agreement between Flock Group, Incorporated, and the City of San Benito for the Police Department to install Pan-Tilt-Zoom video cameras at Landrum Park and First Responder Park.

21. Consideration and possible action to approve a Contract between the City of San Benito and Dizzy Productions, LLC for Hog Waddle 2026 Stage, Sound, and Lighting Services in the amount of $40,000.00.

22. Consideration and possible action to approve ratification of an Agreement with Creative Benefit Administrators for Affordable Care Act (ACA) Reporting Services.

23. Consideration and possible action to ratify the Professional Services Agreement with Carpe Nox Industries, LLC.

24. Consideration and possible action to ratify a contract with Heart of America Shows to host a carnival at the San Benito Fairgrounds.

25. Consideration and possible action to accept a $750,000 grant award from the Texas Parks and Wildlife Department Local Park Non-Urban Outdoor Grant program for park improvements at the San Benito Wetlands.

26. Consideration and possible action to approve Payment Number 14 and Payment Number 15 to Cameron County Regional Mobility Authority (CCRMA) pertaining to the City of San Benito Commitment for North Williams Road, Phase I Project, Per Agreement Number 2022-0510-4(A), in the amount of $32,033.28.

27. Consideration and possible action to approve the annual payment to Granicus, LLC, for the renewal subscription of live stream services of City meetings in the total amount of $21,638.61.

28. Consideration and possible action to approve the purchase of one Chevy Silverado Police Pursuit Vehicle from Caldwell County Chevrolet for the San Benito Police Department in the total amount of $51,580.00.

29. Consideration and possible action to approve the purchase of two Dodge Durango Police Pursuit vehicles from Dodge City of McKinney for the San Benito Police Department in the total amount of $86,296.00.

30. Consideration and possible action to approve payment to Tri-County Communications, LLC, for the purchase of Emergency Equipment for San Benito Fire Department Unit Number 415 in the amount of $21,000.00.

31. Consideration and possible action to approve ratification of payment to OMT Utilities for Emergency Repairs to a collapsed utility manhole located at the intersection of Expressway 77/83 Frontage and Whalen Road, in the amount of $59,000.00.

32. Consideration and possible action to approve ratification of payment to SHI Government Solutions for the annual renewal of all City employees' Adobe Accounts in the amount of $12,447.16.

33. Consideration and possibly action to approve ratification of payment to Holt Cat Industrial Rentals for emergency rental of a Tow Generator for the San Benito Police Department in the total amount of $24,131.60.

ADJOURNMENT

Note: The City of San Benito 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 City Secretary at (956) 361-3800, Extension 103, by Monday, no later than 5:00 P.M., to make proper arrangements.

Dated: February 25, 2026
CITY OF SAN BENITO

Ricardo Guerra

Honorable Ricardo Guerra
Mayor

STATE OF TEXAS §
COUNTY OF CAMERON §

I, the undersigned authority, do hereby certify that the above Notice of the Regular Meeting of the City of San Benito City Commission is a true and correct copy of said Notice posted on the front outdoor bulletin board cabinet for agendas at the San Benito Municipal Building, 401 North Sam Houston Boulevard, in San Benito, Texas, a place convenient and readily accessible to the general public at all times which has been continuously posted for a period three (3) business days prior to the date and time said meeting was convened. This agenda may be downloaded by accessing: http://cityofsanbenito.com/AgendaCenter.

ATTEST:

Ruth McGinnis

Ruth A. McGinnis
City Secretary

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Presentation of the City Manager's Report.

RECOMMENDATION:
No Action. Presentation Only.

RATIONALE:
To receive an informational update from the City Manager regarding current municipal operations, administrative activities, and significant projects or issues affecting the City.

BUDGET IMPACT:
None.

RESOURCE PERSONNEL:
Fred Sandoval, City Manager

EXHIBITS: None

PREPARED BY: Fred Sandoval
City Manager

01/17/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Presentation of the City of San Benito Key Performance Indicators (KPIs) for the First Quarter of Fiscal Year 2025-2026.

RECOMMENDATION:
Commissioner Galvan requested this item.

RATIONALE:
Providing Key Performance Indicators (KPIs) to the Commission ensures transparency and accountability by offering measurable evidence of progress and impact. This enables informed decision-making, effective resource allocation, and alignment with the Commission's strategic goals.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Fred Sandoval, City Manager

EXHIBITS: KPI Q1 FY 2026 Presentation

PREPARED BY: Fred Sandoval
City Manager

02/23/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

City of San Benito

Q1 KPI Report

Fiscal Year 2025-2026

Presented: March 3, 2026

Prepared By: City of San Benito Administration

Alexis Gonzalez

Code Compliance & Health Department

Q1 Performance (October – December 2025)

Category	2025	2024	% Increase / Decrease
Weedy Lot Notices	203	106	+91.5%
Dilapidated Structure Notices	16	4	+300.0%
Structures Demolished	5	0	N/A
Junked Vehicle Notices	33	37	-10.8%
Junked Vehicles Tagged	39	21	+85.7%
Debris / Brush	43	14	+207.1%
Bandit Signs Removed	96	166	-42.2%
Thank You Letters	12	8	+50.0%
Illegal Dumping Sites	13	20	-35.0%
No Permits / Stop Work Orders	4	5	-20.0%
Properties Mowed by City Contractor	54	30	+80.0%
Food Establishment Inspections	38	12	+216.7%
Food Trucks / Mobile Vendors	3	3	0.0%
Events / Market Days Food Inspections	33	30	+10.0%
Business / Health License Renewal Notices	325	N/A	N/A
Neighborhood Clean-Up	0	1	-100.0%
Zoning Cases	23	N/A	N/A

Municipal Court Department

- Q1 Performance (Oct. – Dec. 2025)

- **Citations: 2,250 citations with 1,916 violations were filed in the court.**
- San Benito Police Department Citations: 1,452 ; Violations: 1,878
- Animal Control Citations: 7 ; Violations: 22
- Code Enforcement Citations: 5 ; Violations: 5
- Fire Department Citations: 0 ; Violations: 0
- San Benito CISD Citations: 9 ; Violations: 11

	Oct. – Dec. 2025	Oct. – Dec. 2024
Citations	2,250 ↑	2,132
Violations	1,916 ↓	3,030
Arraignments	263 ↓	295
Warrants (From PD)	50 ↑	34
Traffic Court - Individuals	456 ↑	353
Traffic Court – Cases Heard	804 ↑	721
Collections	$186,990.86 ↑	$148,735.93

- **Arraignments:**
- Judge David Garza: 152 - Misdemeanor (A, B, C) and Felony
- Judge Noe Alaniz: 111 - Misdemeanor (A, B, C) and Felony
- 50 Misdemeanor and Felony warrants were requested and issued from the Police Department.

- **Traffic Court:** 456 individuals appeared in court for traffic and/or trials, and a total of 804 cases were heard.

- **Collections:** The Municipal Court collected a total of $186,990.86. (Includes all fees, State and collections).

Building Inspections Department

October– December 2025

PROJECT DESCRIPTION	PERMITS ISSUED	TOTAL VALUATION	FEES
RESIDENTIAL - NEW	34	$5,118,170.91	$36,420.00
RESIDENTIAL-RENOVATIONS	110	$2,961,042.90	$17,826.50
RESIDENTIAL-SOLAR PANELS	3	$116,334.00	$943.50
COMMERCIAL DEVELOPMENT - NEW	4	$3,133,430.27	$5,288.50
COMMERCIAL - RENOVATION	11	$702,345.50	$3,049.00
NEW BUSINESS / RENEWALS	141	$0	$20,770.00
ELECTRICAL	125	$0	$11,490.00
MECHANICAL	20	$0	$2,336.00
PLUMBING	48	$0	$7,940.00
RE-ROOF	37	$168,081.36	$3,095.00
SHED/CARPORT/DECK	6	$73,897.65	$1,133.50
DEMOLITION	3	$0	$285.00
FENCE	11	$255,679.88	$1,085.00
HOUSE MOVING	4	$0	$450.00
SWIMMING POOL	2	$70,500.00	$901.50
SIGN	1	$2,500.00	$180.50
VENDOR	111	$0	$4,050.00
TOTAL	**671**	**$12,601,982.47**	**$117,244.00**

- Garage Sales: 234
- Plan Reviews Processed: 106
- Inspections Conducted: 454
- Office/Field Consultations: 10

October– December 2024

PROJECT DESCRIPTION	PERMITS ISSUED	TOTAL VALUATION	FEES
RESIDENTIAL - NEW	26	$3,642,076.65	$26,943.25
RESIDENTIAL-RENOVATIONS	70	$692,310.44	$22,734.76
RESIDENTIAL-SOLAR PANELS	0	$0	$0
COMMERCIAL DEVELOPMENT - NEW	1	$1,800,000.00	$4,955.50
COMMERCIAL - RENOVATION	10	$568,785.69	$2,522.88
NEW BUSINESS / RENEWALS	121	$0	$17,665.00
ELECTRICAL	141	$0	$10,415.00
MECHANICAL	66	$0	$4,522.50
PLUMBING	83	$0	$13,693.00
RE-ROOF	25	$198,003.32	$2,315.00
SHED/CARPORT/DECK	10	$34,670.12	$1,487.20
DEMOLITION	1	$0	$200.00
FENCE	7	$8,448.02	$575.00
HOUSE MOVING	3	$0	$600
SWIMMING POOL	1	$62,870.00	$427.50
SIGN	3	$85,010.00	$835.75
VENDOR	119	$0	$2,680.00
TOTAL	**687**	**$7,092,174.24**	**$112,572.39**

- Garage Sales: 257
- Plan Reviews Processed: 78
- Inspections Conducted: 466
- Office/Field Consultation: 8

Planning Department

	FY 2024-2025 1ST QTR OCT. 2025- DEC. 2025	FY 2025-2026 1ST QTR OCT. 2025- DEC. 2025	CHANGE IN PERCENTAGE
Subdivision Review	5	13	160.00%
Recorded Plats	2	2	0.00%
Notice To Proceed	0	2	100.00%
Subdivision Variance	3	1	-66.67%
Rezone	0	7	100.00%
Conditional Use Permits	6	1	-83.33%
Setback Variance	6	0	-100.00%
Verification Letters	133	27	-79.70%
Public Information Requests	25	25	0.00%
Map Requests	31	17	-45.16%
Easement Inquires	10	2	-80.00%
Annexation		1	100.00%
Deannexation		2	100.00%
Total	221	100	-54.75%

Public Works Department

Month	Category	2024	2025	Change / Note
October	Work Orders Completed	54	45	⬇ Decreased
	Average Completion Time	~1 hr. - 2 days	~1 hr. - 2 days	✅ Average
	Customer Satisfaction	90%	90% - 100%	✅ Improved
November	Work Orders Completed	22	33	⬆ Increased
	Average Completion Time	~1 hr. - 2 days	~1 hr. - 2 days	✅ Average
	Customer Satisfaction	90%	90% - 100%	✅ Improved
December	Work Orders Completed	36	32	⬇ Decreased
	Average Completion Time	~1 hr. - 2 days	~1 hr. - 2 days	✅ Average
	Customer Satisfaction	90%	90% - 100%	✅ Improved

October Comparison

- **Work Orders Completed**
  - 2024: 54
  - 2025: 45 ⬇
- **Average Completion Time**
  - 2024: 1 hr. - 2 days
  - 2025: 1 hr. - 2 days
- **Customer Satisfaction**
  - 2024: 90%
  - 2025: 90% - 100% ✅

November Comparison

- **Work Orders Completed**
  - 2024: 22
  - 2025: 33 ⬆
- **Average Completion Time**
  - 2024: 1 hr. - 2 days
  - 2025: 1 hr. - 2 days
- **Customer Satisfaction**
  - 2024: 90%
  - 2025: 90% - 100% ✅

December Comparison

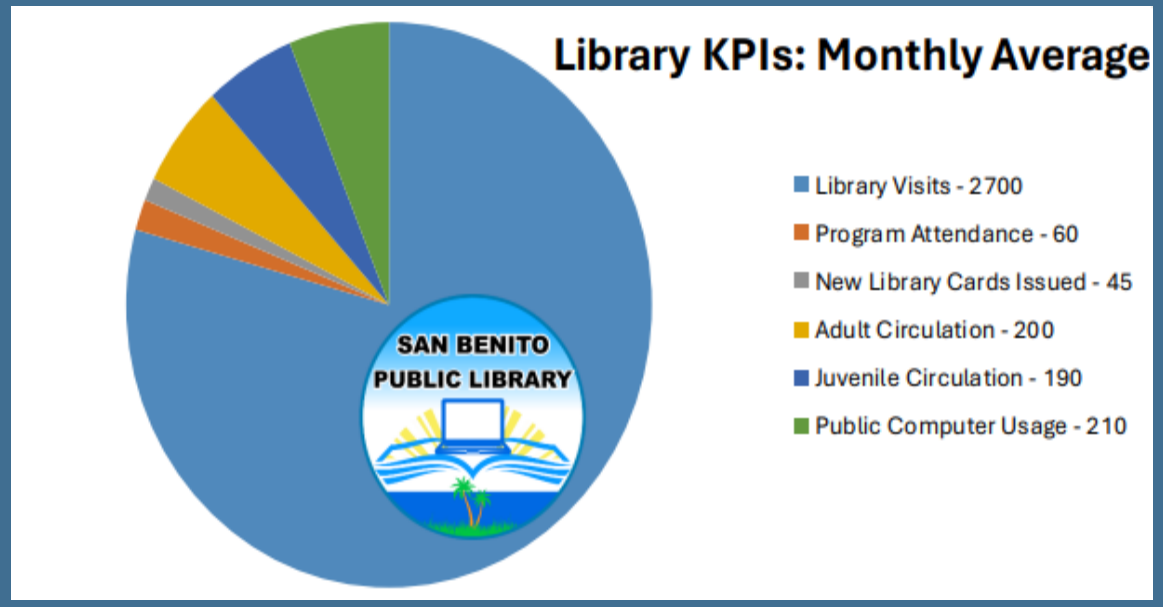
- **Work Orders Completed**
  - 2024: 36
  - 2025: 32 ⬇
- **Average Completion Time**
  - 2024: 1 hr. - 2 days
  - 2025: 1 hr. - 2 days
- **Customer Satisfaction**
  - 2024: 90%
  - 2025: 90% - 100% ✅

Stormwater Department

	1ST QTR FY 24-25	1ST QTR 25-26
• New residential construction, remodel/renovation's applications reviewed with sign offs:	24	38
• Residential and Commercial construction and Initial Routine Inspections:	30	274
• Inlet inspections:	5	130
• Meetings/Trainings:	3	3
• Community Outreach:	2	0

Library Department

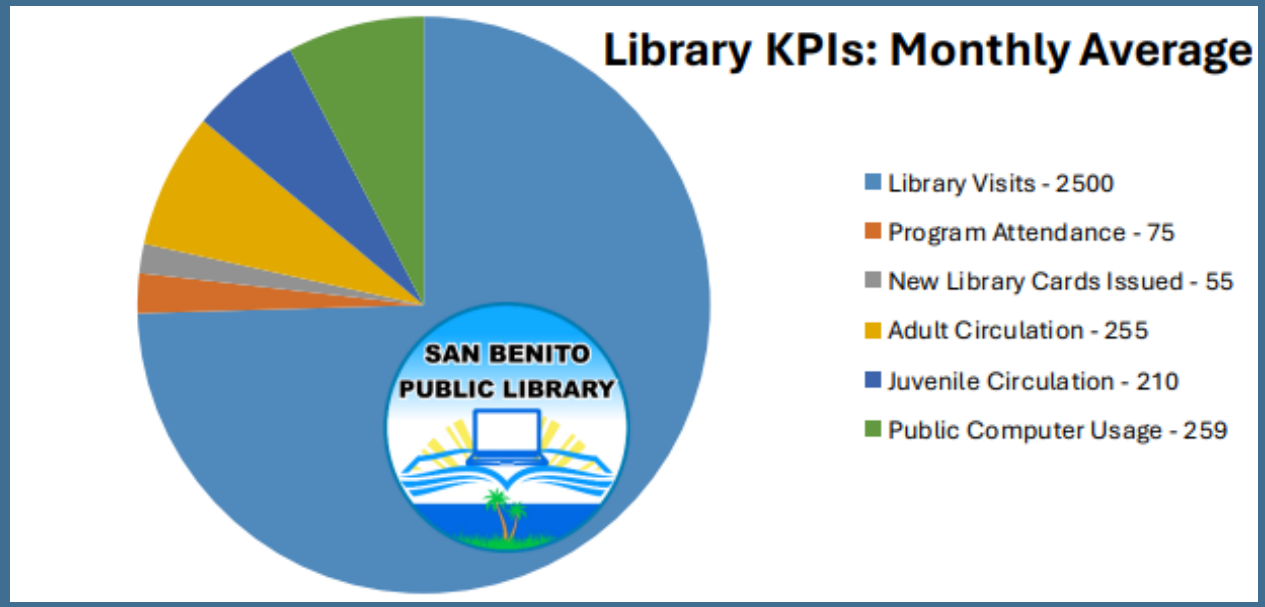
October 2024 – December 2024



Quarter 1 Stats (Oct. – Dec. 2024)

- Library Visits: 2,700
- Program Attendance: 60
- New Library Cards Issued: 45
- Adult Circulation: 200
- Juvenile Circulation: 190
- Public Computer Usage: 210

October 2025 – December 2025



Quarter 1 Stats (Oct. – Dec. 2025)

- Library Visits: 2,500 ↓
- Program Attendance: 75 ↑
- New Library Cards Issued: 55 ↑
- Adult Circulation: 255 ↑
- Juvenile Circulation: 210 ↑
- Public Computer Usage: 259 ↑

Human Resources Department

- **Ongoing Trainings for City Staff**

- Halloween Costume Contest
- Vaccine Clinic
- Veteran's Breakfast
- Thanksgiving Luncheon
- Slips, Trips, Fall Training
- 2 Hot Chocolate Tables
- Christmas Luncheon
- Curative Info Sessions

Comparison	New Hires	Terminations	Employee Engagement Events
Oct. - Dec. 2024	24	11	10
Oct. - Dec. 2025	10	9	9

San Benito Fire Department

1st Quarter 2025-2026 Oct. - Dec. 2025

Training Hours Class (Oct.– Dec. 2025)

- Daily Training
  - 40 hrs.
  - No. Of Personnel: 4
  - Total: 160
- Inspector/Plan Review
  - 40 hrs.
  - No. Of Personnel: 1
  - Total: 40
- Hazmat
  - 40 hrs.
  - No. Of Personnel: 5
  - Total: 200
- Overall Total: 400 hrs.

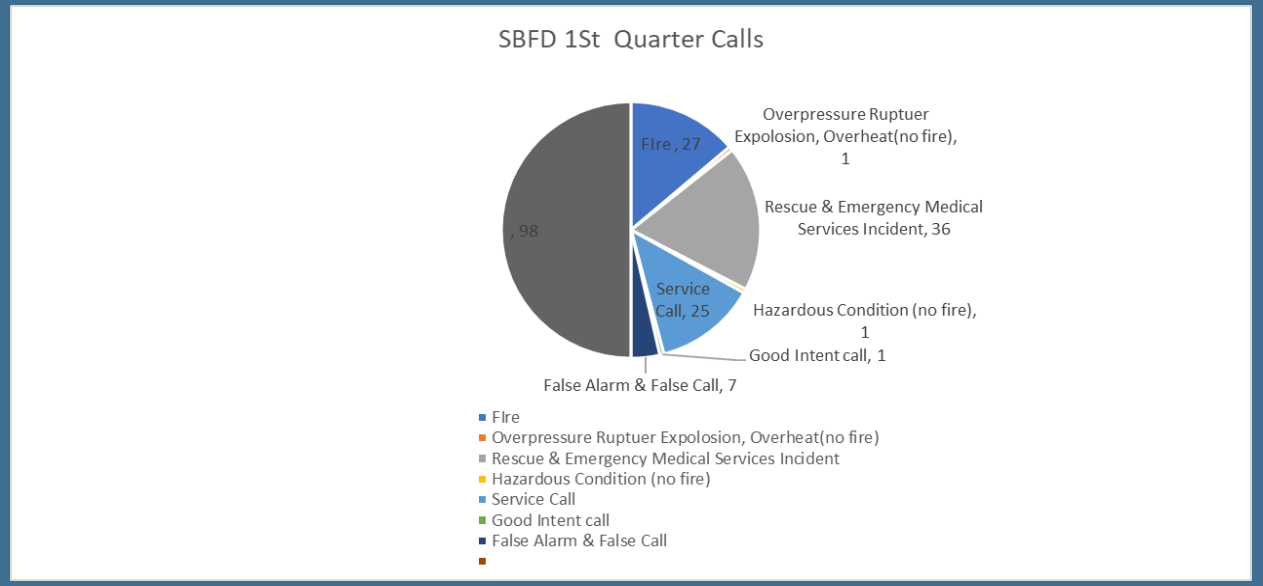
Average Response Time: 5 mins 21 secs

Average Response Time Q1 2024-2025: 5 mins 45 secs

Incidents by Type

- Fire: 27 (Oct. – Dec. 2024 ; 241)
- Overpressure Rupture Explosion, Overheat (no fire): 1
- Rescue & Emergency Medical Services Incident: 36
- Hazardous Condition (no fire): 1 (Oct. – Dec. 2024 ; 41)
- Service Call: 25 (Oct. – Dec. 2024 ; 54)
- Good Intent Call: 1
- False Alarm & False Call: 7

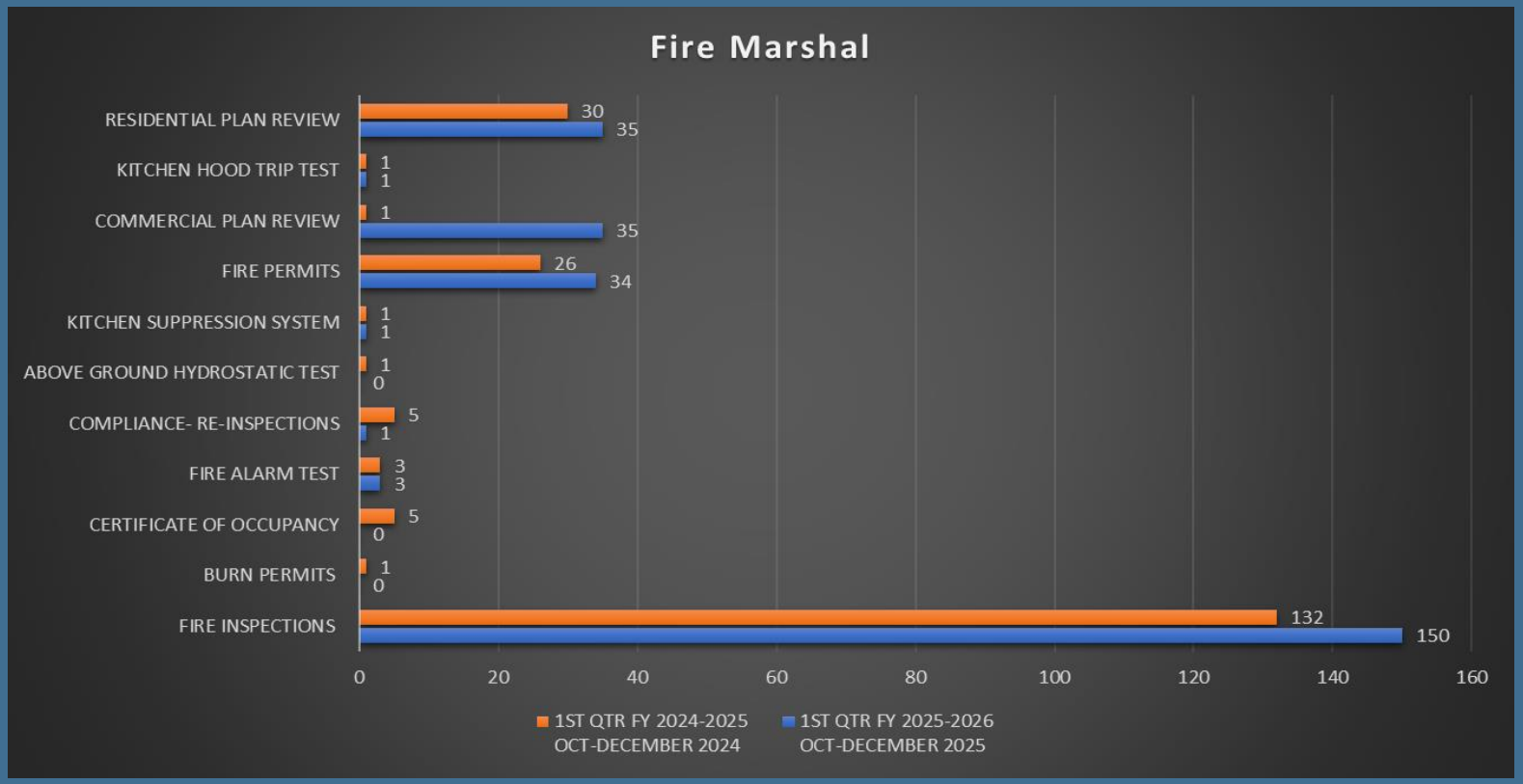
Total: 98



Fire Marshal Activities (July - Sept 2025)

Comparison from July – Sept. 2024 & July – Sept. 2025

- Fire Inspections: 150 ↑ by 14% (Oct.– Dec. 2024 ; 132)
- Burn Permits: 0 (Oct.– Dec. 2024 ; 1)
- Certificate of Occupancy: 0 (Oct.– Dec. 2024 ; 5)
- Fire Alarm Test: 3 (Oct.– Dec. 2024 ; 3)
- Compliance-Re-Inspections: 1 (Oct.– Dec. 2024 ; 5)
- Above Ground Hydrostatic Test: 0 (Oct.– Dec. 2024 ; 1)
- Kitchen Suppression System: 1 (Oct.– Dec. 2024 ; 1)
- Fire Permits: 34 ↑ by 31% (Oct.– Dec. 2024 ; 26)
- Commercial Plan Review: 35 ↑ by 3400% (Oct.– Dec. 2024 ; 1)
- Kitchen Hood Trip Test: 1 (Oct.– Dec. 2024 ; 1)
- Residential Plan Review: 35 ↑ by 17% (Oct.– Dec. 2024 ; 30)
- Fire Prevention Revenue: $22,178.00 ↑ by 7% ($20,880.750)



Public Relations Department

Social Media Reach

Metric	Current Quarter	Last Quarter	Change
Total Views	4,399,198	1,865,968	**+2,533,230**

Social Media Engagement

Metric	Current Quarter	Last Quarter	Change
Total Interactions	42,065	31,276	**+10,789**
Likes / Clicks / Reactions	34,285	24,477	**+9,808**
Comments	3,394	3,894	**−500**
Shares	4,384	2,905	**+1,479**

Community Growth

Metric	Current Quarter	Last Quarter	Change
New Followers	1,238 (+4.7%)	872	**+366**
Unfollows	553	142	**+411**

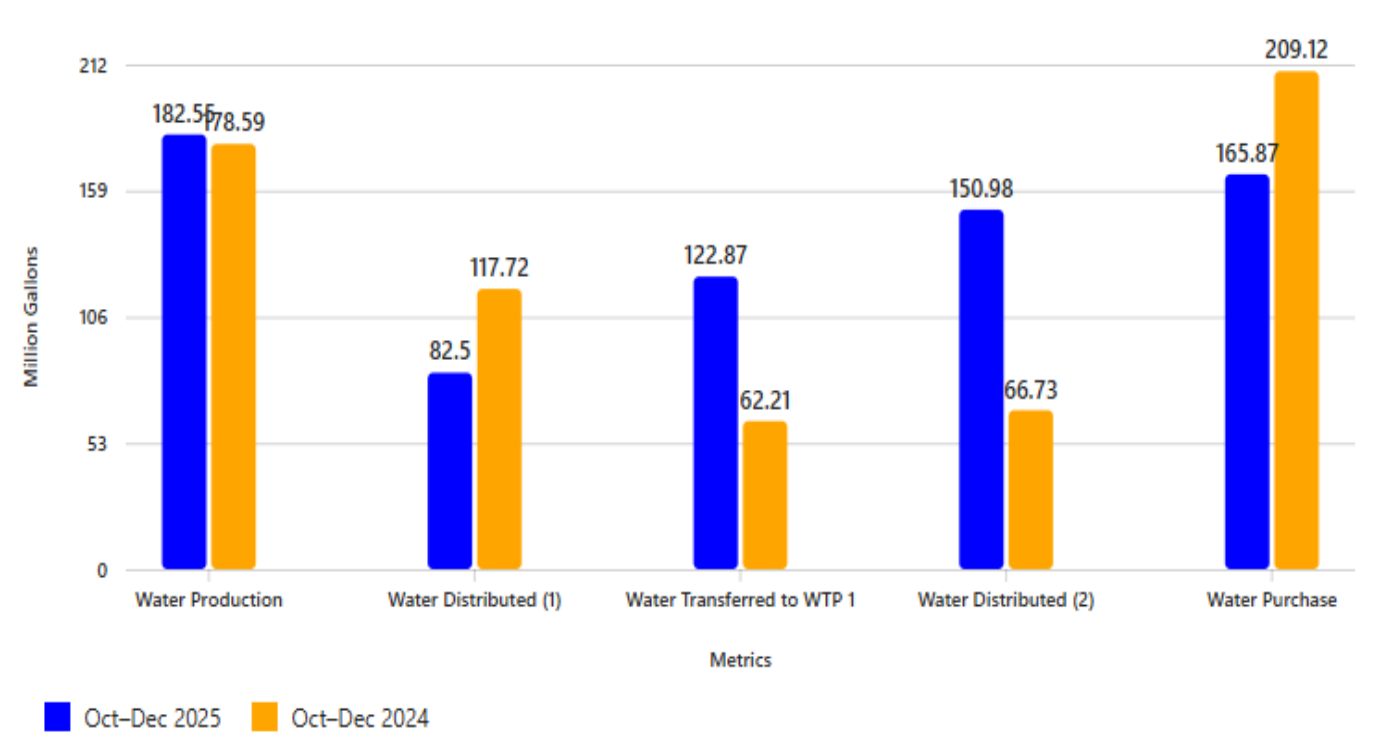
Content Output

Metric	Current Quarter
Total Posts	289

Media Relations Impact

Metric	Current Quarter
Total Media Inquiries	38

Water Treatment Plant



October – December 2025

- Water Production: 182.554 (Million Gallons)
- Water Distributed: 82.502 (Million Gallons)
- Water Transferred to WTP 1: 122.869 (Million Gallons)
- Water Distributed: 150.984 (Million Gallons)
- Water Purchase: 165.865 (Million Gallons)

October – December 2024

- Water Production: 178.593 (Million Gallons)
- Water Distributed: 117.716 (Million Gallons)
- Water Transferred to WTP 1: 62.2094 (Million Gallons)
- Water Distributed: 66.731 (Million Gallons)
- Water Purchase: 209.118 (Million Gallons)

Parks and Recreation Department

Category	*1st Quarter FY 2024 (Oct–Dec 2024)*	*1st Quarter FY 2025 (Oct–Dec 2025)*	*% Change / Notes*
Facility Improvements	N/A	Renewed Kennedy Basketball Courts (Oct) – Pickleball Courts Grand Opening at Diaz Park (Oct) – (~20–30 attendees)	**New in FY 2025**
Youth Sports – MLS GO	Opening Ceremonies (Oct 1) 150 attendees	Season Started (Nov) 190–200 registered kids Closing Ceremonies (Dec) 70–90 attendees	**+27% to +33% increase** in youth participation (registration vs prior attendance); closing ceremonies added
Recreation Classes	Bachata Class (Oct 7) 10 participants	N/A	**–100%** (program not offered)
Fall / Halloween Events	Candy Crawl & Movie (Oct 31) 150 – 200 attendees	N/A	**–100%** (event not held)
Veterans Day Programming	Veterans Day Event (Nov 9) 200+ attendees	Veterans Celebration (Nov) (~20–30 attendees) Veterans Festival (Nov) (~80–100 attendees)	**–35% to –50% overall attendance**, shifted to multiple smaller events
Christmas Tree Lighting	Annual Tree Lighting (Dec 7) 350–400+ attendees	Annual Tree Lighting (Dec) 350–400+ attendees ; 8–10 schools performed	**0% attendance change**; **program enhancements added**
Christmas Parade	Annual Christmas Parade (Dec 14) 400–500+ attendees	Annual Christmas Parade (Dec) 400–500+ attendees ; ~100 parade entries	**0% attendance change**; **increase in parade participation**

Cultural Arts Department

Q1 Comparison: FY 2024–2025 vs. FY 2025–2026

Programming & Attendance

- **Exhibitions:**
  - FY 24–25: **3**
  - FY 25–26: **5**
- **In-Person Visitors:**
  - FY 24–25: **483**
  - FY 25–26: **563**

Events & Engagement

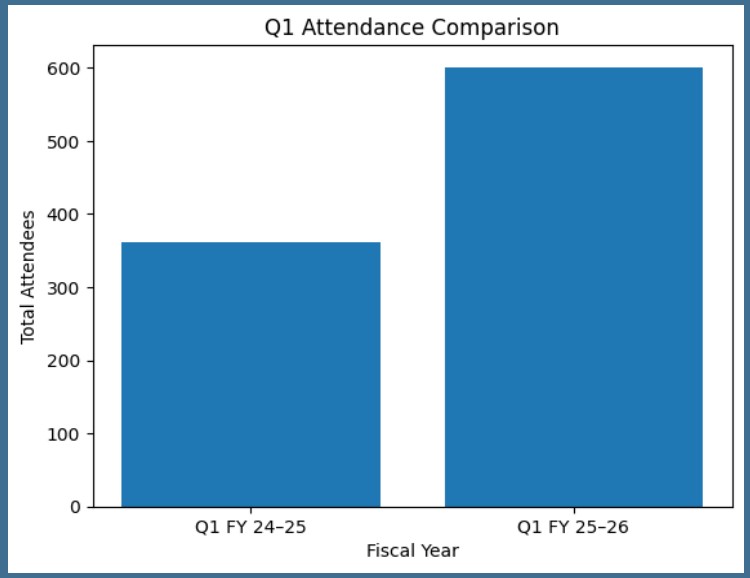
- **Unique Events Held:**
  - FY 24–25: **8**
  - FY 25–26: **11**
- **Estimated Event Attendance:**
  - FY 24–25: **361**
  - FY 25–26: **601** *(~100% increase)*

Key Highlights

- Significant growth in attendance with minimal increase in event count
- Stronger partnerships (SBCISD) and return of high-performing exhibitions
- Improved event distribution across October–December
- Increased regional and national visibility

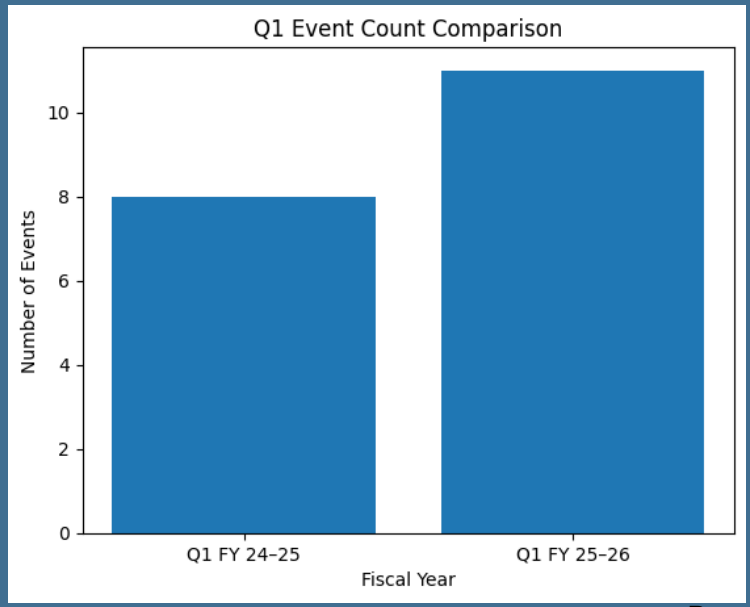
Q1 Attendance Comparison

- Shows nearly ***doubling of total attendance***
- Strong visual proof of impact and growth



Q1 Event Count Comparison

- Demonstrates that attendance growth was achieved ***without proportional growth in events***
- Reinforces efficiency and program quality



San Benito Police Department

OFFENSE	OCT. – DEC. 2024	OCT. – DEC. 2025	% CHANGE
Murder	0	1	+100%↑
Rape	6	6	0%
Robbery	2	0	-100%↓
Aggravated Assaults	18	7	-61%↓
Simple Assaults	54	74	+37%↑
Burglary	26	21	-19%↓
Theft-Larceny	172	127	-26%↓
Motor Vehicle Theft	13	11	-15%↓

CATEGORY	OCT. – DEC. 2024	OCT. – DEC. 2025	% CHANGE
Calls for Service	8,210	7,324	-10%↓
Incident Reports	970	952	-1%↓
Arrests	333	365	+9%↑
Traffic Collisions	174	142	-18%↓
Citations	608	648	+6%↑
Warnings	1,484	1,372	-7%↓

Pt.1

2025 Racial Profiling Report Summary

- Total Traffic Stops: 7,900
- Race Known Prior to Stop:
  - Yes: 58
  - No: 7,842
- Top Race/Ethnicity Stopped:
  - Hispanic/Latino: 7,605
- Primary Reasons to Stop:
  - Moving Traffic Violations: 6,164
  - Vehicle Traffic Violations: 1,542
- Searches Conducted:
  - Yes: 346
  - No: 7,554
- Contraband Found:
  - Yes: 188
  - Most Common: Drugs (159 cases)
- Results to Stops:
  - Written Warnings: 5,160
  - Citations: 2,455
  - Arrests (Total): 240 (various categories combined)
- Use of Physical Force Resulting in Bodily Injury:
  - 0 Incidents
- Racial Profiling Complaints Filed:
  - 0 Complaints
  - 0 Disciplinary Actions

Pt. 2

Utilities Department

	1st Quarter Oct.– Dec. 2024	1st Quarter Oct.– Dec. 2025
Residential	6,652	6,832 ⬆
Commercial	702	724 ⬆

This table shows the number of accounts the City has opened in each category—*Residential and Commercial*—during the 1st Quarter (October through December) for both 2024 and 2025.

IT Department

Month	Category	2024	2025	Change / Note
October	Work Orders Completed	115	96	Decreased
	Average Completion Time	~1 hr. – 2 days	~1 hr. – 2 days	Average
	Customer Satisfaction	90%	90% – 100%	Improved
November	Work Orders Completed	74	116	Increased
	Average Completion Time	~1 hr. – 2 days	~1 hr. – 2 days	Average
	Customer Satisfaction	90%	90% – 100%	Improved
December	Work Orders Completed	81	97	Increased
	Average Completion Time	~1 hr. – 2 days	~1 hr. – 2 days	Average
	Customer Satisfaction	90%	90% – 100%	Improved

Department	2024	2025	Change
Administration	25	66	↑
Code	26	17	↓
Court	5	4	↓
EDC	8	6	↓
Finance	65	94	↑
Fire	1	3	↑
HR	32	46	↑
Library	29	11	↓
Museum	10	8	↓
Parks & Rec	3	3	Average
PD	56	39	↓
Public Works	4	3	↓
Utilities	6	9	↑
Total	270	309	↑

- **Average Completion Time 2024 & 2025**: 1 hr. - 2 days
- **Customer Satisfaction 2024 & 2025**: 90% - 100%

City of San Benito Grants

SCADA Project – EPA Funding

- March 28, 2025 – EPA Decision Memorandum
  - Waiver granted for $239,238 non-federal cost-share
  - Total FY24 appropriation: $959,752
  - Project originally titled: *Ground Storage Tank and SCADA System*
- September 3, 2025 – EPA Grant Agreement (OMB 02F96101-0)
  - EPA awarded $959,752
  - 100% federally funded (no local cost share required)
  - Project title updated to: *San Benito FY24 SCADA Systems Improvements*
- Project Name Clarification
  - 1 MG Ground Storage Tank was **not funded**
  - Wastewater lift stations were added to scope
- SCADA Work Plan
  - Submitted July 15, 2025
  - Includes full project description and cost estimate
- Engineer's Construction Cost Estimate
  - Submitted July 17, 2025
  - Same estimate included in Work Plan

BUS. 77 Waterlines – TWDB DWSRF 63109

- Funding Determination Letter (Oct. 7, 2025)
  - Eligible for principal forgiveness up to $6,633,598
- Engineer's Construction Cost Estimate completed
- Overall Project Budget Worksheet completed

- **The City of San Benito received a $750,000 Non-Urban Outdoor Recreation Grant from the Texas Parks and Wildlife Commission.**
- The funding will support major improvements at the San Benito Wetlands Park.
- Planned upgrades include:
  - Restroom and interpretive kiosk
  - Rainwater catchment system
  - Pollinator gardens and native habitat enhancements
  - Pavilion and walking trails with culverts for water flow
  - Benches with wheelchair-accessible spaces
  - Interpretive signage and bird blinds
  - Environmentally sensitive lighting
  - Permeable parking, bike rack, and bike repair station
- The goal is to enhance outdoor recreation, accessibility, and environmental education for the community.
- Mayor Ricardo Guerra emphasized that this investment will protect and enhance the Wetlands while creating a safe, welcoming space for families.
- This grant is part of $21.2 million in local park grants statewide, the largest amount ever distributed by Texas Parks and Wildlife for outdoor recreation projects.
- The program supports cities under 500,000 population and requires sites to be dedicated parkland, properly maintained, and open to the public.
- City Manager Fred Sandoval noted that grants like this accelerate projects that might otherwise take years to complete.

- **The Tree Canopy Grant was awarded to Region One with 7 partnering cities, Alton, Mission, Edinburg, Donna, Mercedes, Harlingen & San Benito.**
- It was $1,181,667 for total project to plant 5,000 trees.
- We are focusing on the main areas needed first which are the Resaca Trail, Ed Downs Fine Arts Academy as well as the South Park Area.
    - These areas were chosen by Texas A&M Forest Service and Texas Trees Foundation.
- Working closely to ensure that only native trees in our area are planted and possibly adopted out.

- **Grants PD Received since 2023:**
    - 2023 - Local Border Security - $15,000
    - 2023 - 2024 Operation Stonegarden - $47,703
    - 2024 - 2025 Operation Stonegarden - $58,203
    - 2023 - Ballistic Vest Grant - $27,975
    - 2024 - 2025 Operation Lone Star - $20,000
    - 2023 - 2024 Ballistic Shield Grant - $54,280
    - 2025 - 2026 Operation Stonegarden - $146,516
    - 2025 - 2026 Operation Lonestar - $20,000
    - 2025 - COPS Hiring Grant - $250,000

Pt. 2



Thank you



Thank You for Your Time and Attention.

Questions?

www.cityofsanbenito.com

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Presentation of the City of San Benito Financials for the Fourth Quarter of Fiscal Year 2024-2025.

RECOMMENDATION:
City staff recommends that the City Commission acknowledge.

RATIONALE:
Financial presentation for the last quarter of Fiscal Year 2024-2025 for the months of July - September.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Stephanie Sarrionandia, Finance Director
Fred Sandoval, City Manager

EXHIBITS: QUARTERLY FINANCIAL REPORTS 4TH QUARTER
4th QTR FINANCIALS

PREPARED BY: Stephanie Sarrionandia
Finance Director

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

QUARTERLY FINANCIAL REPORTS

4TH QUARTER JULY-SEPT 2025

SAN BENITO

THE SOUL OF SOUTH TEXAS



GENERAL FUND BALANCE SHEET

	September 30, 2025	September 30, 2024
ASSETS		
Cash and cash equivalents	$ 2,878,266	$ 4,200,340
Investments		
Veritex	5,177,273	4,954,751
Texas Regional Bank MM	-	-
Prosperity Bank MN	-	-
Texpool	-	-
East West Bank CD	5,719,810	5,467,086
Veritex CD	-	-
Texpool-Escrow	309,028	295,675
Southside	-	-
Receivables (less allowance for uncollectible accts)		
Property Taxes	784,792	759,960
Sales Tax	999,255	918,061
Other	1,322,198	1,380,771
Prepaid expenses	8,565	4,177
Due from other funds	967,623	204,508
Due from component unit EDC	138,598	15,395
Total assets	$ 18,305,407	$ 18,200,723

LIABILITIES				
Accounts payable	$	916,857	$	681,566
Accrued and other liabilities		181,924		165,284
Due to other funds		81,497		47,065
Due to component unit EDC		111		-
Deferred revenues		1,248,526		1,300,145
Total liabilities	$	2,428,915	$	2,194,060
FUND BALANCE				
Nonspendable	$	8,565	$	4,177
Restricted				
State court payment (one year's payment)		-		-
Committed				
For street improvement		600,000		-
City Projects (Equipment, Grant Payment & CCRMA)		2,008,108		-
Days in reserve, 120		4,300,000		4,200,000
Encumbered budget balance		364,268		296,505
Unassigned Funds		8,395,553		2,400,000
Assigned		200,000		9,105,982
Total fund balance	$	15,876,493	$	16,006,664
TOTAL LIABILITIES and FUND BALANCE	$	18,305,407	$	18,200,723

GENERAL FUND REVENUES

	Quarterly 2024	Quarterly Actual	YTD Actual
Revenues			
Property taxes	$ 64,618	$ 218,209	$ 7,629,482
Non-property taxes	2,014,237	$ 2,043,348	7,071,175
Fees revenue	154,585	$ 228,762	639,690
Fines and forfeitures	68,016	$ 98,561	364,516
Licenses and permits	75,333	$ 71,435	296,489
Interest revenue	210,586	$ 131,510	728,810
Miscellaneous revenues	963,073	$ 303,669	811,236
Other Financing Sources	51,837	$ 146,522	205,214
Total Revenues	**$ 3,602,284**	**$ 3,242,016**	**$ 17,746,611**

EXPENSES

	Quarterly 2024	Quarterly Actual	YTD Actual
Expenditures			
City commission	$ 5,978	$ 4,983	$ 21,875
City management	335,331	306,609	1,733,361
Public Relations	21,808	29,603	105,801
Personnel/civil services	42,596	55,879	216,111
Finance	129,540	184,833	572,323
Information technology	127,211	190,258	449,811
Planning & development	313,841	97,878	350,432
Municipal court	57,069	64,902	248,732
Police department	1,204,250	1,309,301	4,762,962
Fire department	717,254	799,507	2,962,425
Code enforcement	93,050	118,266	467,722
Stormwater	8,532	12,998	61,609
General maintenance	151,630	180,191	705,972
Streets maintenance	390,029	670,918	2,244,269
Grounds maintenance	193,246	230,131	967,323
Parks and Recreation	343,425	171,964	760,224
Public library	105,324	114,163	422,287
Cultural Arts	30,216	30,291	120,510
Capital outlay	289,313	22,403	586,021
Non-capitalized items	-	-	-
Total Expenditures	**$ 4,559,641**	**$ 4,595,079**	**$ 17,759,768**
Revenues Over(Under) Expenditures	**$ (957,356)**	**$ (1,353,063)**	**$ (13,157)**

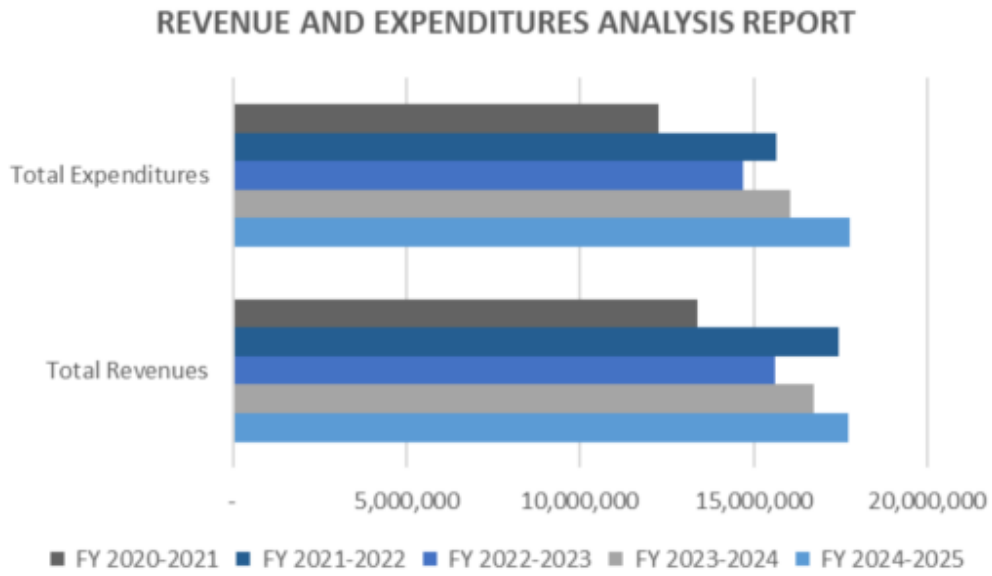
YEARLY COMPARISON

	YTD 2024	YTD Actual
Revenues		
Property taxes	$ 6,367,048	$ 7,629,482
Non-property taxes	6,930,043	7,071,175
Fees revenue	506,687	639,690
Fines and forfeitures	322,584	364,516
Licenses and permits	322,413	296,489
Interest revenue	914,588	728,810
Miscellaneous revenues	1,129,646	811,236
Other Financing Sources	87,760	205,214
Total Revenues	**$ 16,580,769**	**$ 17,746,611**
Expenditures		
City commission	$ 46,685	$ 21,875
City management	1,713,286	1,733,361
Public Relations	101,920	105,801
Personnel/civil services	151,828	216,111
Finance	498,670	572,323
Information technology	421,377	449,811
Planning & development	607,475	350,432
Municipal court	232,175	248,732
Police department	4,407,434	4,762,962
Fire department	2,588,611	2,962,425
Code enforcement	263,728	467,722
Stormwater	98,766	61,609
Public Safety	848	
General maintenance	557,721	705,972
Streets maintenance	1,828,078	2,244,269
Grounds maintenance	577,967	967,323
Parks and Recreation	796,362	760,224
Public library	386,408	422,287
Cultural Arts	83,390	120,510
Capital outlay	686,149	586,021
Non-capitalized items	-	-
Total Expenditures	**$ 16,048,877**	**$ 17,759,768**
Revenues Over(Under) Expenditures	**$ 531,892**	**$ (13,157)**

CITY OF SAN BENITO

REVENUE AND EXPENDITURES ANALYSIS REPORT

MONTH	FY 2024-2025	FY 2023-2024	FY 2022-2023	FY 2021-2022	FY 2020-2021
Revenues					
October	3,646,124	3,608,464	2,775,194	2,566,870	2,309,552
November	2,465,010	1,609,248	2,302,918	2,520,563	2,274,736
December	1,382,998	1,749,684	1,126,492	1,081,106	981,013
January	1,772,923	1,157,752	1,222,526	1,137,194	1,135,680
February	1,226,186	1,184,393	1,038,440	1,058,173	1,083,696
March	1,061,689	1,101,506	1,220,850	1,060,531	950,396
April	965,113	898,094	821,458	964,411	901,709
May	775,506	740,527	953,858	767,741	1,045,789
June	1,209,047	928,819	925,784	881,995	742,224
July	995,890	887,052	939,110	887,129	548,906
August	1,084,833	1,971,023	1,080,211	924,682	666,256
September	1,161,294	902,857	1,189,184	3,596,144	721,158
Total Revenues	17,746,611	16,739,416	15,596,024	17,446,539	13,361,115
Expenditures					
October	1,256,266	1,116,056	1,088,315	885,070	926,222
November	1,270,398	1,064,863	1,052,302	1,091,740	994,855
December	1,198,153	1,341,942	1,148,788	1,003,222	860,778
January	2,383,248	1,390,907	1,386,299	1,126,939	1,034,183
February	1,457,181	1,257,940	1,113,411	992,507	800,830
March	1,331,785	1,664,338	1,506,803	868,301	1,007,690
April	1,591,299	1,161,996	951,129	1,344,720	1,198,183
May	1,325,860	1,325,807	1,361,709	1,213,076	942,066
June	1,350,499	1,155,539	996,162	1,169,640	931,696
July	1,622,272	1,342,132	1,303,128	1,143,394	917,814
August	1,713,609	1,905,949	1,197,537	1,011,571	935,802
September	1,259,198	1,328,590	1,574,963	3,818,420	1,713,757
Total Expenditures	17,759,768	16,056,060	14,680,547	15,668,598	12,263,876
Revenues Over(Under) Expenditu	$ (13,157)	$ 683,357	$ 915,477	$ 1,777,941	$ 1,097,239



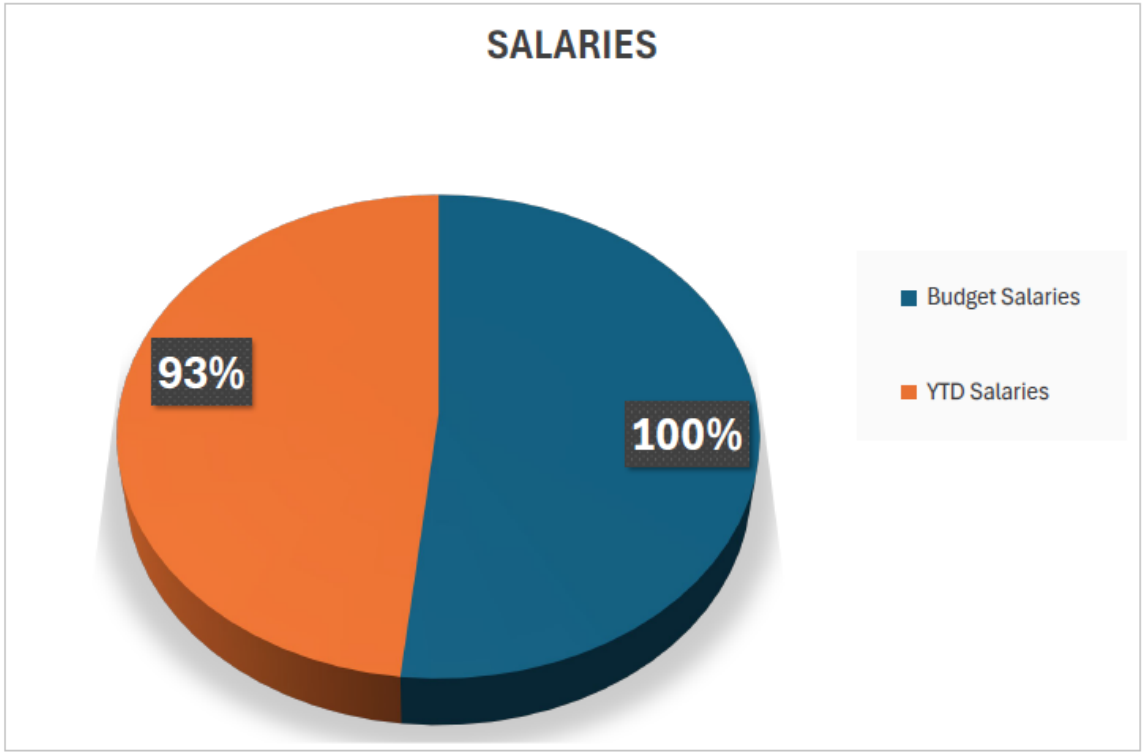
REVENUE AND EXPENSE ANAYLIS REPORT

		SALARIES	
Fund	Department	Budget Salaries	YTD Salaries
01	CITY MANAGEMENT	509,404.00	492,671
01	PUBLIC RELATIONS	57,062.00	48,967
01	HUMAN RESOURSES	133,038.00	119,688
01	FINANCE	437,332.00	401,170
01	PLANNING & DEVELOPMENT	200,429.00	191,455
01	MUNICIPAL COURT	124,414.00	132,437
01	POLICE	3,634,591.00	3,319,904
01	FIRE	2,002,523.00	2,110,665
01	CODE ENFORCEMENT	319,875.00	336,801
01	STORMWATER DIVISION	29,128.00	27,291
01	GENERAL MAINTENANCE	297,676.00	293,040
01	STREETS MAINTENANCE	614,324.00	553,042
01	PUBLIC GROUNDS	432,107.00	492,185
01	PARKS AND RECREATION	180,427.00	139,049
01	PUBLIC LIBRARY	289,481.00	235,327
01	CULTURAL ARTS	72,300.00	70,769
02	CDBG	43,700.00	8,500
04	ADMINISTRATION	292,389.00	188,438
04	WATER PLANT #1	209,808.00	171,537
04	WATER PLANT DISTRIBUTION	288,602.00	295,401
04	METER READERS OPERATION	103,644.00	101,318
04	WATER PLANT # 2	236,440.00	244,251
05	WASTEWATER ADMINISTRATION	104,520.00	64,377
05	WASTEWATER OPERATIONS	376,175.00	315,529
05	WASTERWATER SEWER	453,929.00	329,324
06	SOLID WASTE COLLECTION	68,024.00	42,826
21	HOTEL/MOTEL	64,330.00	70,887
80	UTHSCH	40,874.00	45,000

	Budget Salaries	YTD Salaries
Totals	11,616,546.00	10,841,847.70

	Budget Salaries	YTD Salaries
SALARIES	100%	93%

Sep-25 **100.00%**



City of San Benito
SALES TAX RECONCITILIATION ANALYSIS
Year 2024-2025

COMP.TEX.GOV CALENDAR YEAR	COSB FISCAL YEAR	FY 2024-2025	EDC 25%	CITY OF SAN BENITO 75%
Dec 2024	Oct 2024	601,498.40	150,374.60	451,123.80
Jan 2025	Nov 2024	579,576.37	144,894.09	434,682.28
Feb 2025	Dec 2024	732,476.40	183,119.10	549,357.30
Mar 2025	Jan 2025	576,023.31	144,005.83	432,017.48
April 2025	Feb 2025	545,266.76	136,316.69	408,950.07
May 2025	Mar 2025	711,248.33	177,812.08	533,436.25
June 2025	Apr 2025	607,780.40	151,945.10	455,835.30
July 2025	May 2025	622,414.09	155,603.52	466,810.57
Aug 2025	Jun 2025	664,356.73	166,089.18	498,267.55
Sept 2025	Jul 2025	673,254.88	168,313.72	504,941.16
Oct 2025	Aug 2025	634,008.60	158,502.15	475,506.45
Nov 2025	Sep 2025	698,330.85	174,582.71	523,748.14
				-
YTD AS PER COMP.TEX. GOV		7,044,736.72	1,761,184.17	4,230,480.60
YTD COSB FY 2024-2025		7,646,235.12	1,911,558.77	5,734,676.35

2025	
January	579,576.37
February	732,476.40
March	576,023.31
April	545,266.76
May	711,248.33
June	607,780.40
July	622,414.09
August	664,356.73
September	673,254.88
October	634,008.60
November	698,330.85
December	.
TOTAL	7,044,736.72

City of San Benito

SALES TAX COMPARATIVE ANALYSIS

	Year 2023-2024					Year 2024-2025				
	State Comptroller	EDC(25%)	Mth %Inc/Dec	CITY (75%)	Mth %Inc/Dec	State Comptroller	EDC(25%)	Mth %Inc/Dec	CITY (75%)	Mth %Inc/Dec
Oct 2024	580,410.48	145,102.62	-	435,307.86	-	601,498.40	150,374.60	-	451,123.80	-
Nov 2024	580,902.92	145,225.73	**0.08%**	435,677.19	**0.08%**	579,576.37	144,894.09	**-3.64%**	434,682.28	**-3.64%**
Dec 2024	698,668.11	174,667.03	**20.27%**	524,001.08	**20.27%**	732,476.40	183,119.10	**26.38%**	549,357.30	**26.38%**
Jan 2025	593,112.07	148,278.02	**-15.11%**	444,834.05	**-15.11%**	576,023.31	144,005.83	**-21.36%**	432,017.48	**-21.36%**
Feb 2025	587,008.17	146,752.04	**-1.03%**	440,256.13	**-1.03%**	545,266.76	136,316.69	**-5.34%**	408,950.07	**-5.34%**
Mar 2025	676,451.81	169,112.95	**15.24%**	507,338.86	**15.24%**	711,248.33	177,812.08	**30.44%**	533,436.25	**30.44%**
Apr 2025	598,594.44	149,648.61	**-11.51%**	448,945.83	**-11.51%**	607,780.40	151,945.10	**-14.55%**	455,835.30	**-14.55%**
May 2025	594,036.00	148,509.00	**-0.76%**	445,527.00	**-0.76%**	622,414.09	155,603.52	**2.41%**	466,810.57	**2.41%**
Jun 2025	633,250.89	158,312.72	**6.60%**	474,938.17	**6.60%**	664,356.73	166,089.18	**6.74%**	498,267.55	**6.74%**
Jul 2025	587,230.86	146,807.72	**-7.27%**	440,423.14	**-7.27%**	673,254.88	168,313.72	**1.34%**	504,941.16	**1.34%**
Aug 2025	582,561.52	145,640.38	**-0.80%**	436,921.14	**-0.80%**	634,008.60	158,502.15	**-5.83%**	475,506.45	**-5.83%**
Sep 2025	641,519.56	160,379.89	**10.12%**	481,139.67	**10.12%**	698,330.85	174,582.71	**10.15%**	523,748.14	**10.15%**
EOY Adj	-	-		-						
Total	7,353,746.83	1,838,436.71	**1.44%**	5,515,310.12	**1.44%**	7,646,235.12	1,911,558.78	**2.43%**	5,734,676.34	**2.43%**

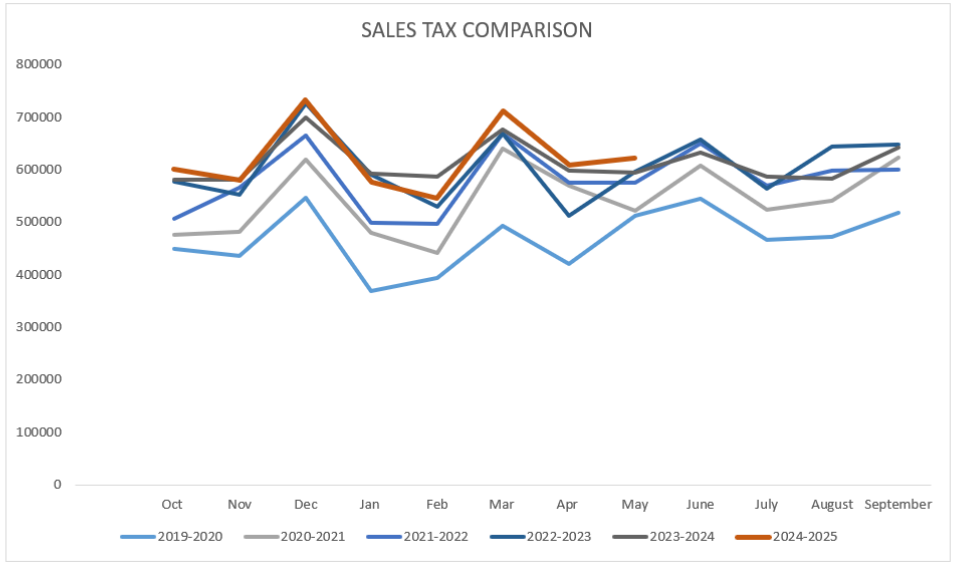
Last Year Sales Tax Comparison

	2023-2024	2024-2025	Yr %Inc/Dec
Oct	580,410.48	601,498.40	**3.63%**
Nov	580,902.92	579,576.37	**-0.23%**
Dec	698,668.11	732,476.40	**4.84%**
Jan	593,112.07	576,023.31	**-2.88%**
Feb	587,008.17	545,266.76	**-7.11%**
Mar	676,451.81	711,248.33	**5.14%**
Apr	598,594.44	607,780.40	**1.53%**
May	594,036.00	622,414.09	**4.78%**
June	633,250.89	664,356.73	**4.91%**
July	587,230.86	673,254.88	**14.65%**
August	582,561.52	634,008.60	**8.83%**
September	641,519.56	698,330.85	**8.86%**
EOY Adj		-	
	7,353,746.83	7,646,235.12	**3.98%**

COSB BUDGET	5,450,439.00
%OF BUDGET	105.21%

Note: Revenue generated 2 months prior receipt. Ex: Generated in Oct will be received Dec

SALES TAX



Allocation Historical Summary

Results

City of San Benito
Authority Code: 2031021

Select a year

2025	
January	579,576.37
February	732,476.40
March	576,023.31
April	545,266.76
May	711,248.33
June	607,780.40
July	622,414.09
August	664,356.73
September	673,254.88
October	634,008.60
November	698,330.85
December	715,567.62
TOTAL	7,760,304.34

City of San Benito
Hotel/Motel
Balance Sheet
As of September 30, 2025

	September 30, 2025	September 30, 2024
CURRENT ASSETS		
Cash and cash equivalents	$ 735,944	$ 774,158
Account Receivables	5,313	23,208
Due from other funds	3,195	3,195
Total current assets	$ 744,452	$ 800,561
CURRENT LIABILITIES		
Accounts payable	$ 2,771	$ 3,270
Due to General Fund	180	60
Due to other funds	103,276	11,007
Total current liabilities	106,228	14,338
FUND BALANCE		
Fund balance, beginning	786,223	726,657
Net change in fund balance	(147,999)	59,566
Fund balance, ending	638,225	786,223
Total liabilities and fund balance	$ 744,452	$ 800,561

City of San Benito
Hotel/Motel
Revenues, Expenditures and Changes in Fund Balance
As of September 30, 2025

	Current Budget	Quarterly Actual	YTD Actual
Beginning Fund Balance			$ 775,621
Revenues			
Non-property taxes	$ 106,013	$ 15,593	43,137
Interest revenue	14,000	2,960	28,676
Total Revenues	120,013	18,553	71,812
Expenditures			
Cultural Arts	-	25	25
Visitor Center	96,343	82,149	219,786
Total Expenditures	96,343	82,174	219,811
Net change in fund balance	$ 23,670	$ (63,621)	$ (147,999)
Ending Fund Balance			$ 627,623

HOTEL MOTEL



THANK YOU.



CITY OF SAN BENITO

QUARTERLY FINANCIALS

JULY-SEPTEMBER 2025

City of San Benito
General Fund
Balance Sheet
As of September 30, 2025

	September 30, 2025	September 30, 2024
ASSETS		
Cash and cash equivalents	$ 2,878,266	$ 4,200,340
Investments		
Veritex	5,177,273	4,954,751
Texas Regional Bank MM	-	-
Prosperity Bank MN	-	-
Texpool	-	-
East West Bank CD	5,719,810	5,467,086
Veritex CD	-	-
Texpool-Escrow	309,028	295,675
Southside	-	-
Receivables (less allowance for uncollectible accts)		
Property Taxes	784,792	759,960
Sales Tax	999,255	918,061
Other	1,322,198	1,380,771
Prepaid expenses	8,565	4,177
Due from other funds	967,623	204,508
Due from component unit EDC	138,598	15,395
Total assets	$ 18,305,407	$ 18,200,723
LIABILITIES		
Accounts payable	$ 916,857	$ 681,566
Accrued and other liabilities	181,924	165,284
Due to other funds	81,497	47,065
Due to component unit EDC	111	-
Deferred revenues	1,248,526	1,300,145
Total liabilities	$ 2,428,915	$ 2,194,060
FUND BALANCE		
Nonspendable	$ 8,565	$ 4,177
Restricted		
State court payment (one year's payment)	-	-
Committed		
For street improvement	600,000	-
City Projects (Equipment, Grant Payment & CCRMA)	2,008,108	-
Days in reserve, 120	4,300,000	4,200,000
Encumbered budget balance	364,268	296,505
Unassigned Funds	8,395,553	2,400,000
Assigned	200,000	9,105,982
Total fund balance	$ 15,876,493	$ 16,006,664
TOTAL LIABILITIES and FUND BALANCE	$ 18,305,407	$ 18,200,723

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

01 -GENERAL FUND

ACCOUNT#	TITLE			
ASSETS				
1-0107	PETTY CASH	3,550.00		
1-0112	INVESTMENT VERITEX MM	5,177,272.63		
1-0115	INVESTMENT EAST WEST BANK CD	5,719,809.87		
1-0124	INVESTMENT TEXPOOL-ESCROW	309,028.05		
1-0150	CASH IN FUND 96 POOL	2,850,530.26		
1-0151	CASH LOCAL GENERAL FUND	5,359.34		
1-0155	CASH BORDER SECURITY	18,826.81		
1-0200	ACCOUNTS RECEIVABLE	879,356.83		
1-0201	A/R SALES TAX	999,254.75		
1-0203	A/R MOWING	438,739.62		
1-0204	A/R DEMOLITION	17,332.50		
1-0207	A/R CDBG	46,780.98		
1-0208	A/R UTHSCA GRANT	(14,904.14)		
1-0211	A/R HOTEL/MOTEL	635.40		
1-0212	A/R EDC	547.74		
1-0215	UNAPPLIED CREDITS (A/R)	(130,665.06)		
1-0219	POSTAGE PREPAID	2,975.32		
1-0220	OFFICE SUPPLIES INVENTORY	5,089.71		
1-0221	FUEL INVENTORY	4,233.12		
1-0226	ALLOWANCE FOR BAD DEBTS	(12,773.67)		
1-0231	PREPAID EXPENSE	500.00		
1-0240	A/R HEAVIN TRAIL	(1,506.96)		
1-0295	A/R ARPA	94,969.16		
1-0311	PROPERTY TAXES RECEIVABLE	802,669.61		
1-0312	ALLOW UNCOLL DELINQUENT TAXES	(17,877.52)		
1-0402	DUE FROM CDBG	24,007.46		
1-0403	DUE FROM TECHNOLOGY FUND	(39.67)		
1-0404	DUE FROM WATER PRODUCTION	683,101.03		
1-0405	DUE FROM WASTEWATER	84,858.51		
1-0406	DUE FROM SANITATION	5,115.58		
1-0410	DUE FROM FIREMEN PENSION	147.97		
1-0412	DUE FROM ECONOMIC DEV. CORP	138,050.03		
1-0414	DUE FROM PAYROLL	8,995.49		
1-0421	DUE FROM HOTEL/MOTEL TAX	674.00		
1-0423	DUE FROM SPECIAL INVESTIGATION	6,196.61		
1-0424	DUE FROM POLICE SPECIAL	5,145.00		
1-0427	DUE FROM SPECIAL INVESTIGATION	40.00		
1-0440	DUE FROM RESACA TRAIL	4,069.26		
1-0449	DUE FROM TIRZ FUND	0.50		
1-0480	DUE FROM UTHSCSA GRANT	539.04		
1-0495	DUE FROM ARPA	144,772.14		
			18,305,407.30	
	TOTAL ASSETS			18,305,407.30
LIABILITIES				
2-0200	A/P HELD IN FUND 96 POOL	716,199.44		
2-0201	ACCRUED ACCOUNTS PAYABLE	13,926.96		
2-0203	ACCOUNTS PAYABLE ESCROW ACCT	200.00		
2-0205	VETERAN BRICK PAVERS PAYABLE	(441.72)		
2-0206	OUTSTANDING CHECKS PAYABLE	135,384.97		

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

01 -GENERAL FUND

ACCOUNT#	TITLE	
LIABILITIES - (CONTINUED)		
2-0208	UNEARNED REVENUE PEG FUNDS	147,000.71
2-0215	GREETING CARD SALES TAX PAYABL	134.25
2-0220	ESCROW ACCOUNT	3,289.00
2-0221	UNEARNED REV CULTURAL MUSEUM	36,750.00
2-0223	OTHER DEDUCTIONS	(2,700.35)
2-0245	RESERVE FOR CDBG USE	3,876.27
2-0270	OPERATOR'S & CHAUFFEUR'S LICEN	75.61
2-0271	COURT PERSONNEL TRAINING	17.01
2-0272	COMPENS.TO VICTIMS OF CRIME	98.58
2-0273	LAW ENFORCEMENT OFFICERS ADMIN	1.21
2-0274	CRIMINAL JUSTICE PLANNING	6.04
2-0275	STATE GENERAL REVENUE	3.02
2-0276	COMPREHENSIVE REHABILITATION	5.00
2-0277	LAW ENFORCEMENT MANAGEMENT INS	0.60
2-0278	LAW ENF.OFC.CONTINUUNG EDUCATI	13.55
2-0279	MUNICIPAL SERVICES BUREAU	56,437.29
2-0281	MUN COURT CASH/BOND CLEARING	2,334.48
2-0282	STATE JURY FEE	209.84
2-0284	TIME PAYMENT	131.68
2-0285	FUGITIVE APPREHENSION	26.81
2-0286	CONSOLIDATED COURT COSTS	21,342.85
2-0287	JUVENILE CRIME & DELINQUENCY	24.83
2-0288	CORRECTIONAL MGMT INSTITUTE	2.15
2-0289	SEAT BELT & CHILD SAFETY FINES	1,121.36
2-0290	STATE TRAFFIC FEE	8,324.00
2-0291	JUDICIAL FEE-STATE	267.10
2-0292	INDIGENT DEFENSE FUND	91.88
2-0293	COLLECTION FEE-LINEBARGER	28,833.00
2-0294	TLFTA1 - STATE FEE	(2,381.03)
2-0295	TLFTA2 - OMNI COLLECTION FEE	20,251.50
2-0296	CIVIL JUSTICE FUND PAYMENT	(5,088.29)
2-0297	CHILD SAFETY	150,584.37
2-0298	SCOFFLOW-CAMERON COUNTY	548.11
2-0299	TRUANCY PREV FUND - STATE	(7.23)
2-0301	BOND ESCROW ACCT	2,347.00
2-0302	RENTAL USE DEPOSITS-CITY	2,350.00
2-0303	KEY DEPOSIT-CITY RENTALS	1,350.00
2-0304	HOUSE MOVING/DEMOLITION DPSIT	7,750.00
2-0306	SALE OF SCRAP/DONATIONS	43,346.87
2-0308	ABATEMENT CLEAR	0.91
2-0309	ELECTION SIGN DEPOSITS	100.00
2-0310	DEFERRED REVENUE	1,391.79
2-0311	DEFERRED TAX REVENUE	601,778.92
2-0315	BUILDING DEPOSIT-CITY RENTALS	1,320.00
2-0319	LEOSE STATE ALLOCATION-FIRE	(1,068.08)
2-0320	RECREATION CONCESSIONS PAYABLE	31,024.54
2-0321	CHAMBER EVENTS	4,016.38
2-0324	COPS FOR TOTS PAYABLE	19,393.71
2-0326	CITY EVENTS	156,128.06
2-0327	FCB DONATION	5,000.00
2-0328	LOCAL TRUENCY PREV FUND	55,235.58
2-0329	SALE OF SCRAP/PD RANGE	6,991.57

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

01 -GENERAL FUND

ACCOUNT#	TITLE			
LIABILITIES - (CONTINUED)				
2-0330	OPIOID ABATEMENT SETTLEMENT	26,927.58		
2-0335	FIRE DEPARTMENT DONATIONS	4,000.00		
2-0336	LIBRARY GRANT DONATION	211.12		
2-0337	PARK LAND FEES ZONE 1	23,400.00		
2-0340	PARK LAND FEES ZONE 4	2,400.00		
2-0341	HEALTH FAIR DONATIONS	5,016.22		
2-0342	FIRE FLEET SERVICE REPAYMENT	10,000.00		
2-0404	DUE TO WATER PRODUCTION	31,923.56		
2-0405	DUE TO WASTEWATER	8,390.64		
2-0409	DUE TO FIRE APPARATUS	4,807.95		
2-0412	DUE TO EDC	110.89		
2-0414	DUE TO PAYROLL	27,326.72		
2-0421	DUE TO HOTEL/MOTEL TAX	3,195.15		
2-0423	DUE TO SPECIAL INVESTIGATION	5,770.55		
2-0424	DUE TO LEOSE	50.00		
2-0441	DUE TO DISASTER RECOVERY	32.05		
2-0630	ENCUMBRANCE ACCOUNT	(59,054.58)		
2-0631	RESERVE FOR ENCUMBRANCES	59,054.58		
2-0632	PRIOR YR ENCUMBRANCE ACCT	38,440.35		
2-0633	PRIOR YR RESERVE FOR ENCUMB	(38,440.35)		
	TOTAL LIABILITIES		2,428,914.53	
EQUITY				
3-0700	FUND BALANCE	15,326,875.62		
3-0750	RESERVE-FUND BALANCE	685,038.00		
	TOTAL BEGINNING EQUITY	16,011,913.62		
	TOTAL REVENUE	17,746,611.21		
	TOTAL EXPENSES	17,882,032.06		
	TOTAL SURPLUS/(DEFICIT)	(135,420.85)		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		15,876,492.77	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			18,305,407.30

CITY OF SAN BENITO

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2024

01 -GENERAL FUND

ACCOUNT#	TITLE		
ASSETS			
1-0107	PETTY CASH	3,750.00	
1-0112	INVESTMENT VERITEX MM /	4,954,751.07	
1-0115	INVESTMENT EAST WEST BANK CD	5,467,086.12	
1-0124	INVESTMENT TEXPOOL-ESCROW	295,674.62	
1-0150	TRB CASH IN FUND 96 POOL	1,417,274.55	
1-0151	TRB CASH LOCAL GENERAL FUND	2,761,182.95	
1-0155	TRB CASH BORDER SECURITY	18,132.39	
1-0200	ACCOUNTS RECEIVABLE	833,686.81	
1-0201	A/R SALES TAX	918,060.97	
1-0203	A/R MOWING	399,939.62	
1-0204	A/R DEMOLITION	17,332.50	
1-0207	A/R CDBG	32,869.71	
1-0208	A/R UTHSCA GRANT	10,650.90	
1-0211	A/R HOTEL/MOTEL	572.40	
1-0212	A/R EDC	469.49	
1-0215	UNAPPLIED CREDITS (A/R)	(124,010.93)	
1-0219	POSTAGE PREPAID	4,243.05	
1-0220	OFFICE SUPPLIES INVENTORY	5,482.35	
1-0221	FUEL INVENTORY	(6,048.54)	
1-0226	ALLOWANCE FOR BAD DEBTS	(12,773.67)	
1-0231	PREPAID EXPENSE	500.00	
1-0240	A/R HEAVIN TRAIL	127,534.72	
1-0295	A/R ARPA	94,969.16	
1-0311	PROPERTY TAXES RECEIVABLE	852,164.84	
1-0312	ALLOW UNCOLL DELINQUENT TAXES	(92,205.05)	
1-0402	DUE FROM CDBG	34,745.64	
1-0403	DUE FROM TECHNOLOGY FUND	(39.67)	
1-0404	DUE FROM WATER PRODUCTION	7,727.87	
1-0405	DUE FROM WASTEWATER	5,555.91	
1-0406	DUE FROM SANITATION	347.14	
1-0410	DUE FROM FIREMEN PENSION	136.24	
1-0412	DUE FROM ECONOMIC DEV. CORP	14,925.69	
1-0414	DUE FROM PAYROLL	6,682.20	
1-0421	DUE FROM HOTEL/MOTEL TAX	59.80	
1-0427	DUE FROM SPECIAL INVESTIGATION	40.00	
1-0440	DUE FROM RESACA TRAIL	4,069.26	
1-0449	DUE FROM TIRZ FUND	0.50	
1-0480	DUE FROM UTHSCSA GRANT	410.50	
1-0495	DUE FROM ARPA	144,772.14	
			18,200,723.25
	TOTAL ASSETS		18,200,723.25
LIABILITIES			
2-0200	A/P HELD IN FUND 96 POOL	502,469.81	
2-0201	ACCRUED ACCOUNTS PAYABLE	1,201.09	
2-0203	ACCOUNTS PAYABLE ESCROW ACCT	200.00	
2-0205	VETERAN BRICK PAVERS PAYABLE	(441.72)	
2-0206	OUTSTANDING CHECKS PAYABLE	135,384.97	
2-0208	UNEARNED REVENUE PEG FUNDS	126,197.75	
2-0215	GREETING CARD SALES TAX PAYABL	134.25	

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2024

01 -GENERAL FUND

ACCOUNT#	TITLE	
LIABILITIES - (CONTINUED)		
2-0220	ESCROW ACCOUNT	1,089.00
2-0221	UNEARNED REV CULTURAL MUSEUM	36,750.00
2-0223	OTHER DEDUCTIONS	(2,700.35)
2-0245	RESERVE FOR CDBG USE	3,876.27
2-0270	OPERATOR'S & CHAUFFEUR'S LICEN	75.61
2-0271	COURT PERSONNEL TRAINING	17.01
2-0272	COMPENS.TO VICTIMS OF CRIME	98.58
2-0273	LAW ENFORCEMENT OFFICERS ADMIN	1.21
2-0274	CRIMINAL JUSTICE PLANNING	6.04
2-0275	STATE GENERAL REVENUE	3.02
2-0276	COMPREHENSIVE REHABILITATION	5.00
2-0277	LAW ENFORCEMENT MANAGEMENT INS	0.60
2-0278	LAW ENF.OFC.CONTINUUNG EDUCATI	13.55
2-0279	MUNICIPAL SERVICES BUREAU	55,302.24
2-0281	MUN COURT CASH/BOND CLEARING	2,240.48
2-0282	STATE JURY FEE	209.83
2-0284	TIME PAYMENT	131.68
2-0285	FUGITIVE APPREHENSION	26.81
2-0286	CONSOLIDATED COURT COSTS	21,046.08
2-0287	JUVENILE CRIME & DELINQUENCY	24.83
2-0288	CORRECTIONAL MGMT INSTITUTE	2.15
2-0289	SEAT BELT & CHILD SAFETY FINES	(57.50)
2-0290	STATE TRAFFIC FEE	8,161.80
2-0291	JUDICIAL FEE-STATE	267.10
2-0292	INDIGENT DEFENSE FUND	91.88
2-0293	COLLECTION FEE-LINEBARGER	24,536.35
2-0294	TLFTA1 - STATE FEE	(2,381.03)
2-0295	TLFTA2 - OMNI COLLECTION FEE	19,613.82
2-0296	CIVIL JUSTICE FUND PAYMENT	(4,872.63)
2-0297	CHILD SAFETY	118,086.67
2-0298	SCOFFLOW-CAMERON COUNTY	548.11
2-0299	TRUANCY PREV FUND - STATE	(7.23)
2-0301	BOND ESCROW ACCT	2,432.00
2-0302	RENTAL USE DEPOSITS-CITY	2,350.00
2-0303	KEY DEPOSIT-CITY RENTALS	1,290.00
2-0304	HOUSE MOVING/DEMOLITION DPSIT	7,750.00
2-0306	SALE OF SCRAP/DONATIONS	41,352.17
2-0308	ABATEMENT CLEAR	0.91
2-0309	ELECTION SIGN DEPOSITS	100.00
2-0310	DEFERRED REVENUE	1,391.79
2-0311	DEFERRED TAX REVENUE	760,728.50
2-0313	DEFERRED REVENUE-MOWING	5,250.00
2-0315	BUILDING DEPOSIT-CITY RENTALS	1,320.00
2-0319	LEOSE STATE ALLOCATION-FIRE	(1,068.08)
2-0320	RECREATION CONCESSIONS PAYABLE	18,404.34
2-0321	CHAMBER EVENTS	4,016.38
2-0323	UNEARNED REV RECREATION ACT	9,894.70
2-0324	COPS FOR TOTS PAYABLE	16,000.34
2-0326	CITY EVENTS	130,824.48
2-0327	FCB DONATION	5,000.00
2-0328	LOCAL TRUENCY PREV FUND	41,319.48
2-0329	SALE OF SCRAP/PD RANGE	6,651.20

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2024

01 -GENERAL FUND

ACCOUNT#	TITLE			
LIABILITIES - (CONTINUED)				
2-0330	OPIOID ABATEMENT SETTLEMENT	15,005.50		
2-0335	FIRE DEPARTMENT DONATIONS	3,000.00		
2-0336	LIBRARY GRANT DONATION	211.12		
2-0337	PARK LAND FEES ZONE 1	22,200.00		
2-0340	PARK LAND FEES ZONE 4	1,800.00		
2-0341	HEALTH FAIR DONATIONS	2,416.22		
2-0404	DUE TO WATER PRODUCTION	3,328.14		
2-0405	DUE TO WASTEWATER	8,390.64		
2-0409	DUE TO FIRE APPARATUS	4,807.95		
2-0414	DUE TO PAYROLL	27,261.52		
2-0421	DUE TO HOTEL/MOTEL TAX	3,195.15		
2-0424	DUE TO LEOSE	50.00		
2-0441	DUE TO DISASTER RECOVERY	32.05		
2-0630	ENCUMBRANCE ACCOUNT	(59,054.59)		
2-0631	RESERVE FOR ENCUMBRANCES	59,054.59		
2-0632	PRIOR YR ENCUMBRANCE ACCT	38,440.35		
2-0633	PRIOR YR RESERVE FOR ENCUMB	(38,440.35)		
	TOTAL LIABILITIES		2,194,059.63	
EQUITY				
3-0700	FUND BALANCE	15,025,121.10		
3-0750	RESERVE-FUND BALANCE	685,038.00		
	TOTAL BEGINNING EQUITY	15,710,159.10		
	TOTAL REVENUE	16,580,769.08		
	TOTAL EXPENSES	16,284,264.56		
	TOTAL SURPLUS/(DEFICIT)	296,504.52		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		16,006,663.62	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			18,200,723.25

City of San Benito
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
As of September 30, 2025

	Quarterly 2024	Quarterly Actual	YTD Actual	Budget	YTD Encumbered	Unencumbered Balance	% Used 100.00%
Revenues							
Property taxes	$ 64,618	$ 218,209	$ 7,629,482	$ 7,536,943	-	$ (92,539)	101.23%
Non-property taxes	2,014,237	$ 2,043,348	7,071,175	6,929,523	-	(141,652)	102.04%
Fees revenue	154,585	$ 228,762	639,690	406,052	-	(233,638)	157.54%
Fines and forfeitures	68,016	$ 98,561	364,516	322,633	-	(41,883)	112.98%
Licenses and permits	75,333	$ 71,435	296,489	450,326	-	153,837	65.84%
Interest revenue	210,586	$ 131,510	728,810	349,247	-	(379,563)	208.68%
Miscellaneous revenues	963,073	$ 303,669	811,236	241,310	-	(569,926)	336.18%
Other Financing Sources	51,837	$ 146,522	205,214	122,278	-	(82,936)	167.83%
Total Revenues	**$ 3,602,284**	**$ 3,242,016**	**$ 17,746,611**	**$ 16,358,312**	**-**	**$ (1,388,299)**	**108.49%**

	Quarterly 2024	Quarterly Actual	YTD Actual	Budget	YTD Encumbered	Unencumbered Balance	% Used 100.00%
Expenditures							
City commission	$ 5,978	$ 4,983	$ 21,875	$ 88,940		$ 67,065	24.60%
City management	335,331	306,609	1,733,361	1,954,120		220,759	88.70%
Public Relations	21,808	29,603	105,801	122,784		16,983	86.17%
Personnel/civil services	42,596	55,879	216,111	246,056		29,945	87.83%
Finance	129,540	184,833	572,323	710,643		138,320	80.54%
Information technology	127,211	190,258	449,811	438,185		(11,626)	102.65%
Planning & development	313,841	97,878	350,432	323,980		(26,452)	108.16%
Municipal court	57,069	64,902	248,732	261,051	50	12,269	95.30%
Police department	1,204,250	1,309,301	4,762,962	5,406,707	2	643,743	88.09%
Fire department	717,254	799,507	2,962,425	2,932,107	905	(31,222)	101.06%
Code enforcement	93,050	118,266	467,722	522,500		54,778	89.52%
Stormwater	8,532	12,998	61,609	74,742		13,133	82.43%
General maintenance	151,630	180,191	705,972	778,520		72,548	90.68%
Streets maintenance	390,029	670,918	2,244,269	2,092,252	1,088	(153,104)	107.32%
Grounds maintenance	193,246	230,131	967,323	910,767	3,246	(59,801)	106.57%
Parks and Recreation	343,425	171,964	760,224	714,687		(45,537)	106.37%
Public library	105,324	114,163	422,287	515,843		93,556	81.86%
Cultural Arts	30,216	30,291	120,510	149,861		29,351	80.41%
Capital outlay	289,313	22,403	586,021	-	-	(586,021)	0.00%
Non-capitalized items	-	-	-	-	-	-	0.00%
Total Expenditures	**$ 4,559,641**	**$ 4,595,079**	**$ 17,759,768**	**$ 18,243,745**	**$ 5,290**	**$ 478,687**	**97.38%**
Revenues Over(Under) Expenditures	**$ (957,356)**	**$ (1,353,063)**	**$ (13,157)**	**$ (1,885,433)**	**$ (5,290)**	**$ (1,866,986)**	
Details-Other financing sources (uses)							
Refunded bonds issued		-	-	-	-	-	0.00%
Finance contract issued		-	-	-	-	-	0.00%
Payment to refunded bond escrow agent		-	-	-	-	-	0.00%
Sale of fixed assets / auction		-	-	-	-	-	0.00%
Insurance proceeds		-	-	-	-	-	0.00%
Public safety grant reimbursements		-	-	-	-	- *	0.00%
Total other financing sources (uses)		-	-	-	-	-	0.00%
Net change in fund balance	$ (957,356)	$ (1,353,063)	$ (13,157)	$ (1,885,433)	$ (5,290)	$ (1,866,986)	
Beginning Fund Balance			$ 16,006,664				
Fund balance, end of year			$ 15,993,507				

Note:* = not part of budget.

CITY OF SAN BENITO
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

01 -GENERAL FUND

% OF YEAR COMPLETED:100.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY							
PROPERTY TAXES:	7,536,943	7,536,943	35,458.91	7,629,481.66	0.00	101.23	(92,538)
NON-PROPERTY TAXES:	6,929,523	6,929,523	689,011.37	7,071,174.51	0.00	102.04	(141,652)
FEES AND SERVICES:	406,052	406,052	127,043.13	639,690.37	0.00	157.54	(233,639)
FINES AND FORFEITURES:	322,633	322,633	39,199.22	364,515.94	0.00	112.98	(41,883)
LICENSES AND PERMITS:	450,326	450,326	25,167.41	296,488.83	0.00	65.84	153,837
INTEREST REVENUE:	349,247	349,247	40,164.28	728,809.86	0.00	208.68	(379,562)
MISCELLANEOUS REVENUE:	241,310	241,310	205,267.36	811,235.97	0.00	336.18	(569,926)
OTHER FINANCING SOURCES:	122,278	122,278	(18.10)	205,214.07	0.00	167.83	(82,936)
TOTAL REVENUES	16,358,313	16,358,313	1,161,293.58	17,746,611.21	0.00	108.49	(1,388,298)
EXPENDITURE SUMMARY							
CITY COMMISSION	88,940	88,940	3,994.27	21,874.95	0.00	24.60	67,065
CITY MANAGEMENT	1,954,120	1,954,120	88,216.60	1,733,360.93	0.00	88.70	220,759
PUBLIC RELATIONS	122,784	122,784	6,636.72	105,800.76	0.00	86.17	16,983
PERSONNEL/CIVIL SERVICES	246,056	246,056	15,295.37	216,111.46	0.00	87.83	29,945
FINANCE	710,643	710,643	46,265.07	572,323.48	0.00	80.54	138,319
INFORMATION TECHNOLOGY	438,185	438,185	69,277.44	449,810.55	0.00	102.65	(11,626)
PLANNING & DEVELOPMENT	323,980	323,980	34,046.31	350,432.35	0.00	108.16	(26,452)
MUNICIPAL COURT	261,051	261,051	18,741.57	248,731.63	50.00	95.30	12,270
POLICE	5,406,707	5,406,707	369,990.97	4,762,962.20	2.08	88.09	643,743
FIRE	2,932,107	2,932,107	233,091.64	2,962,424.80	904.58	101.06	(31,223)
CODE ENFORCEMENT	522,500	522,500	33,290.27	467,721.80	0.00	89.52	54,779
STORMWATER DIVISION	74,742	74,742	3,951.03	61,608.98	0.00	82.43	13,133
GENERAL MAINTENANCE	778,520	778,520	44,060.97	705,971.79	(0.01)	90.68	72,548
STREETS MAINTENANCE	2,092,252	2,092,252	138,981.39	2,244,268.62	1,087.57	107.32	(153,104)
PUBLIC GROUNDS MAINTENAN	910,767	910,767	63,612.79	967,322.65	3,245.70	106.57	(59,801)
PARKS AND RECREATION	714,687	714,687	25,999.74	760,223.65	0.00	106.37	(45,536)
PUBLIC LIBRARY	515,843	515,843	30,832.68	422,286.54	0.00	81.86	93,556
CULTURAL ARTS	149,861	149,861	10,313.21	120,509.83	0.00	80.41	29,351
CAPITALIZED ITEMS	0	0	22,600.33	586,021.32	0.00	0.00	(586,021)
TOTAL EXPENDITURES	18,243,746	18,243,746	1,259,198.37	17,759,768.29	5,289.92	97.38	478,688
REVENUE OVER/(UNDER) EXPENDITURES	(1,885,433)	(1,885,433)	(97,904.79	(13,157.08	(5,289.92)	0.98	(1,866,986)

01 -GENERAL FUND

% OF YEAR COMPLETED:100.00

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PROPERTY TAXES:							
01-4-1001 CURRENT PROPERTY TAX	7,114,243	7,114,243	25,078.08	7,245,252.48	0.00	101.84	(131,010)
01-4-1003 DELINQUENT PROPERTY TAX	185,400	185,400	(2,583.48)	332,260.08	0.00	179.21	(146,860)
01-4-1005 PENALTY & INTEREST-DEL. TAXES	150,077	150,077	12,964.31	195,944.23	0.00	130.56	(45,867)
01-4-1006 DISCOUNTS IN TAXES	0	0	0.00	(153,510.66)	0.00	0.00	153,511
01-4-1007 PAYMENT IN LIEU OF TAXES	74,863	74,863	0.00	0.00	0.00	0.00	74,863
01-4-1008 LATE RENDITION PENALTY	12,360	12,360	0.00	9,535.53	0.00	77.15	2,824
TOTAL PROPERTY TAXES:	7,536,943	7,536,943	35,458.91	7,629,481.66	0.00	101.23	(92,538)
NON-PROPERTY TAXES:							
01-4-1201 SALES TAX REVENUE	5,450,439	5,450,439	523,748.14	5,734,676.35	0.00	105.21	(284,238)
01-4-1203 MIXED BEVERAGE TAX	29,395	29,395	3,138.04	25,128.62	0.00	85.49	4,266
01-4-1204 VEHICLE INVENTORY TAX	10,027	10,027	0.00	8,984.69	0.00	89.60	1,043
01-4-1208 FRANCHISE FEES	1,439,662	1,439,662	162,125.19	1,302,384.85	0.00	90.46	137,277
TOTAL NON-PROPERTY TAXES:	6,929,523	6,929,523	689,011.37	7,071,174.51	0.00	102.04	(141,652)
FEES AND SERVICES:							
01-4-1801 PRESERVATIVE FEES	702	702	55.00	657.00	0.00	93.53	45
01-4-1803 LIBRARY FEES	11,451	11,451	1,217.19	8,900.23	0.00	77.73	2,550
01-4-1804 PARK USE FEES	901	901	100.00	675.00	0.00	74.90	226
01-4-1805 MOWING FEES	0	0	45,435.00	45,435.00	0.00	0.00	(45,435)
01-4-1806 PLANNING AND ZONING FEES	9,219	9,219	1,100.00	20,275.00	0.00	219.94	(11,057)
01-4-1807 VITAL STATISTIC FEES	16,803	16,803	1,394.00	15,451.40	0.00	91.96	1,351
01-4-1808 BUILDING RENTAL FEE-DAILY-CIT	232	232	0.00	350.00	0.00	151.02	(118)
01-4-1810 HEALTH INSPECTION FEE	51,500	51,500	2,525.00	49,080.00	0.00	95.30	2,420
01-4-1811 POLICE SECURITY FEES	577	577	280.00	560.00	0.00	97.09	17
01-4-1812 ACCOUNTING SERVICES	101,979	101,979	9,942.50	119,310.00	0.00	116.99	(17,331)
01-4-1813 DATA PROCESSING SERVICES	2,060	2,060	891.67	10,700.04	0.00	519.42	(8,640)
01-4-1814 MANAGERIAL SERVICES	29,664	29,664	6,450.00	77,400.00	0.00	260.92	(47,736)
01-4-1815 PERSONNEL SERVICES	62,490	62,490	5,000.00	60,000.00	0.00	96.01	2,490
01-4-1822 POLICE REPORT FEES	4,906	4,906	254.00	4,929.45	0.00	100.48	(23)
01-4-1823 FIRE REPORT FEES	258	258	0.00	0.00	0.00	0.00	258
01-4-1824 OTHER FEES	103	103	0.00	0.00	0.00	0.00	103
01-4-1828 RECREATIONAL ACTIVITIES	0	0	39,764.77	39,764.77	0.00	0.00	(39,765)
01-4-1829 SB MEMORIAL PARK	113,207	113,207	5,080.50	104,236.53	0.00	92.08	8,971
01-4-1860 FIRE INSPECTION	0	0	7,553.50	81,965.95	0.00	0.00	(81,966)
TOTAL FEES AND SERVICES:	406,052	406,052	127,043.13	639,690.37	0.00	157.54	(233,639)

01 -GENERAL FUND

% OF YEAR COMPLETED:100.00

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
FINES AND FORFEITURES:							
01-4-1901 CERTIFIED COPY CHARGES	31	31	0.00	10.00	0.00	32.36	21
01-4-1902 MUNICIPAL COURT FINES	316,485	316,485	39,189.34	364,065.10	0.00	115.03	(47,580)
01-4-1905 JUDICIAL FEE-CITY	392	392	9.88	199.84	0.00	50.99	192
01-4-1906 MUSEUM FEES	484	484	0.00	241.00	0.00	49.78	243
01-4-1920 RESTITUTION REVENUE-MUNI CRT	5,241	5,241	0.00	0.00	0.00	0.00	5,241
TOTAL FINES AND FORFEITURES:	322,633	322,633	39,199.22	364,515.94	0.00	112.98	(41,883)
LICENSES AND PERMITS:							
01-4-1401 NEW BUSINESS LICENSES/REGISTR	7,854	7,854	450.00	5,540.00	0.00	70.54	2,314
01-4-1402 ALCOHOLIC BEVERAGE LICENSE/RE	6,705	6,705	0.00	5,040.00	0.00	75.16	1,665
01-4-1405 BUILDING LICENSE/REGISTRATION	38,357	38,357	3,065.00	32,630.00	0.00	85.07	5,727
01-4-1406 PLUMBING LICENSE/REGISTRATION	6,427	6,427	0.00	4,400.00	0.00	68.46	2,027
01-4-1407 ELECTRICAL LICENSES/REGISTR.	19,519	19,519	100.00	525.00	0.00	2.69	18,994
01-4-1408 MECHANICAL LICENSES/REGISTRAT	3,002	3,002	0.00	150.00	0.00	5.00	2,852
01-4-1409 ANIMAL LICENSE/REGISTRATIONS	458	458	0.00	80.00	0.00	17.45	378
01-4-1410 VENDOR PEDDLER LICENSE/REGIST	13,184	13,184	620.00	9,590.00	0.00	72.74	3,594
01-4-1413 PLUMBING PERMITS	32,064	32,064	2,255.00	30,130.00	0.00	93.97	1,934
01-4-1414 BUILDING & EQUIPMENT PERMITS	239,481	239,481	15,047.41	163,778.83	0.00	68.39	75,702
01-4-1415 ELECTRICAL PERMITS	61,752	61,752	3,180.00	39,400.00	0.00	63.80	22,352
01-4-1416 HOUSE MOVING/DEMOLITION PERMI	11,376	11,376	450.00	3,650.00	0.00	32.08	7,726
01-4-1418 GAS PERMITS	2,359	2,359	0.00	1,585.00	0.00	67.20	774
01-4-1419 GARAGE SALE PERMITS	7,787	7,787	0.00	(10.00)	0.00	0.13-	7,797
TOTAL LICENSES AND PERMITS:	450,326	450,326	25,167.41	296,488.83	0.00	65.84	153,837
INTEREST REVENUE:							
01-4-2201 INTEREST-TXPOOL	4,971	4,971	1,076.20	13,353.43	0.00	268.64	(8,383)
01-4-2202 INTEREST-NOW ACCOUNT	140,000	140,000	1,321.15	145,350.37	0.00	103.82	(5,350)
01-4-2204 INTEREST-VERITEX	51,500	51,500	17,292.30	222,521.56	0.00	432.08	(171,022)
01-4-2207 INTEREST-EAST WEST BANK	15,450	15,450	20,459.40	252,723.75	0.00	1,635.75	(237,274)
01-4-2209 INTEREST-PROSPERITY BANK	56,680	56,680	0.00	0.00	0.00	0.00	56,680
01-4-2210 INTEREST-VERITEX CD	5,647	5,647	0.00	0.00	0.00	0.00	5,647
01-4-2213 INTEREST-LOCAL GENERAL FUND	75,000	75,000	15.23	94,860.75	0.00	126.48	(19,861)
TOTAL INTEREST REVENUE:	349,247	349,247	40,164.28	728,809.86	0.00	208.68	(379,562)
MISCELLANEOUS REVENUE:							
01-4-2400 INSURANCE PROCEEDS	0	0	10,736.85	28,053.35	0.00	0.00	(28,053)
01-4-2404 CASH OVER/SHORT	10	10	6.39	(187.06)	0.00	1,816.12-	197
01-4-2405 MISCELLANEOUS REVENUE	30,900	30,900	453.12	17,669.18	0.00	57.18	13,231
01-4-2417 LOS INDIOS BRIDGE REVENUE	210,400	210,400	194,071.00	765,600.50	0.00	363.88	(555,201)
01-4-2420 TIME CAPSULE MAIL BOXES	0	0	0.00	100.00	0.00	0.00	(100)
TOTAL MISCELLANEOUS REVENUE:	241,310	241,310	205,267.36	811,235.97	0.00	336.18	(569,926)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2025

01 -GENERAL FUND

% OF YEAR COMPLETED:100.00

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
OTHER FINANCING SOURCES:							
01-4-2509 TECHNOLOGY FUND	7,736	7,736	1,156.38	11,133.39	0.00	143.91	(3,397)
01-4-2510 LOCAL MUNICIPAL JURY FUND	193	193	28.87	277.90	0.00	144.10	(85)
01-4-2621 SALE OF FIXED ASSETS/AUCTION	435	435	(2,970.00)	122,910.00	0.00	8,261.02	(122,475)
01-4-2720 STEP GRANT	5,471	5,471	196.68	6,557.22	0.00	119.86	(1,087)
01-4-2721 STONEGARDEN OT GRANT	75,012	75,012	0.00	36,783.72	0.00	49.04	38,228
01-4-2723 BORDER SECURITY PROGRAM	13,478	13,478	0.00	0.00	0.00	0.00	13,478
01-4-2724 DEA	19,953	19,953	1,569.97	14,991.68	0.00	75.13	4,962
01-4-2740 HEALTH FAIR	0	0	0.00	1,150.00	0.00	0.00	(1,150)
01-4-2741 LONE STAR PROGRAM	0	0	0.00	11,210.16	0.00	0.00	(11,210)
01-4-2742 FIRE DONATION	0	0	0.00	200.00	0.00	0.00	(200)
TOTAL OTHER FINANCING SOURCES:	122,278	122,278	(18.10)	205,214.07	0.00	167.83	(82,936)
TOTAL REVENUES	16,358,313	16,358,313	1,161,293.58	17,746,611.21	0.00	108.49	(1,388,298)

01 -GENERAL FUND
CITY COMMISSION

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
BENEFITS:							
MATERIALS AND SUPPLIES:							
01-5-0101-0301 OFFICE SUPPLIES	1,440	1,440	154.54	957.47	0.00	66.49	483
01-5-0101-0315 ELECTION EXPENSES	40,000	40,000	0.00	0.00	0.00	0.00	40,000
01-5-0101-0384 OFFICE FIXTURES/EQUIPMEN	2,000	2,000	0.00	0.00	0.00	0.00	2,000
TOTAL MATERIALS AND SUPPLIES:	43,440	43,440	154.54	957.47	0.00	2.20	42,483
CONTRACTED SERVICES:							
01-5-0101-0409 PRINTING/FORMS/ADVERTISI	2,500	2,500	0.00	370.00	0.00	14.80	2,130
TOTAL CONTRACTED SERVICES:	2,500	2,500	0.00	370.00	0.00	14.80	2,130
OTHER EXPENSES:							
01-5-0101-0501 DUES/SUBCRIPTIONS/MEMBER	2,000	2,000	0.00	0.00	0.00	0.00	2,000
01-5-0101-0502 TRAVEL/TRAINING/PER DIEM	27,000	27,000	3,552.09	18,448.43	0.00	68.33	8,552
01-5-0101-0521 FLOWER FUND	1,500	1,500	267.84	1,432.66	0.00	95.51	67
01-5-0101-0523 COMMISSION MEETINGS EXPE	2,500	2,500	19.80	570.39	0.00	22.82	1,930
01-5-0101-0560 MISC EXPENSES-CITY EVENT	10,000	10,000	0.00	96.00	0.00	0.96	9,904
TOTAL OTHER EXPENSES:	43,000	43,000	3,839.73	20,547.48	0.00	47.78	22,453
TOTAL CITY COMMISSION	88,940	88,940	3,994.27	21,874.95	0.00	24.60	67,065

01 -GENERAL FUND
CITY MANAGEMENT

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
01-5-0103-0101 SALARIES-FULL TIME	499,788	499,788	16,498.68	436,305.69	0.00	87.30	63,482
01-5-0103-0103 OVERTIME	4,000	4,000	635.26	1,593.85	0.00	39.85	2,406
01-5-0103-0105 LONGEVITY	816	816	53.53	771.81	0.00	94.58	44
01-5-0103-0107 CAR ALLOWANCE	4,800	4,800	4,500.00	54,000.00	0.00	1,125.00	(49,200)
TOTAL PERSONNEL SERVICES:	509,404	509,404	21,687.47	492,671.35	0.00	96.72	16,732
BENEFITS:							
01-5-0103-0201 FICA	30,535	30,535	1,398.39	30,521.15	0.00	99.95	14
01-5-0103-0202 MEDICARE	7,141	7,141	327.05	7,137.92	0.00	99.95	3
01-5-0103-0203 T.M.R.S.	25,389	25,389	1,993.73	25,797.92	0.00	101.61	(409)
01-5-0103-0205 HEALTH INSURANCE	32,664	32,664	2,881.54	29,684.59	0.00	90.88	2,979
01-5-0103-0206 WORKERS COMPENSATION	2,019	2,019	159.15	1,616.79	0.00	80.07	402
01-5-0103-0207 UNEMPLOYMENT	1,890	1,890	25.69	607.48	0.00	32.14	1,283
01-5-0103-0208 LIFE INSURANCE	2,100	2,100	0.00	0.00	0.00	0.00	2,100
TOTAL BENEFITS:	101,738	101,738	6,785.55	95,365.85	0.00	93.74	6,373
MATERIALS AND SUPPLIES:							
01-5-0103-0301 OFFICE SUPPLIES	2,000	7,000	1,097.62	4,237.34	0.00	60.53	2,763
01-5-0103-0302 POSTAGE CHARGES	360	360	5.22	356.05	0.00	98.90	4
01-5-0103-0384 OFFICE FIXTURES/EQUIPMEN	2,000	2,000	153.34	6,036.93	0.00	301.85	(4,037)
TOTAL MATERIALS AND SUPPLIES:	4,360	9,360	1,256.18	10,630.32	0.00	113.57	(1,270)
CONTRACTED SERVICES:							
01-5-0103-0401 UTILITIES	25,000	20,000	4,024.88	39,650.37	0.00	198.25	(19,650)
01-5-0103-0403 PROFESSIONAL SERVICES	11,800	61,800	9,253.10	163,058.78	0.00	263.85	(101,259)
01-5-0103-0407 TAX ASSESSMENT-APPRAISAL	85,000	85,000	0.00	111,729.00	0.00	131.45	(26,729)
01-5-0103-0408 TAX COLLECTION COMMISSIO	75,000	75,000	802.31	80,789.14	0.00	107.72	(5,789)
01-5-0103-0409 PRINTING/FORMS/ADVERTISI	0	0	198.00	4,422.63	0.00	0.00	(4,423)
01-5-0103-0411 CAM CO IRR DIST #2 LEASE	0	0	0.00	400.00	0.00	0.00	(400)
01-5-0103-0423 LEGAL SERVICES-COMMISSIO	170,000	120,000	25,000.00	256,931.75	0.00	214.11	(136,932)
TOTAL CONTRACTED SERVICES:	366,800	361,800	39,278.29	656,981.67	0.00	181.59	(295,182)
OTHER EXPENSES:							
01-5-0103-0501 DUES/SUBSCRIPTIONS/MEMBE	2,500	2,500	21.18	5,431.28	0.00	217.25	(2,931)
01-5-0103-0502 TRAVEL/TRAINING/PER DIEM	19,550	19,550	3,231.69	17,953.45	0.00	91.83	1,597
01-5-0103-0503 INSURANCE COST	400,000	400,000	15,511.25	189,723.48	0.00	47.43	210,277
01-5-0103-0506 MAINT & REPAIRS-VEHICLES	5,000	5,000	7.50	228.36	0.00	4.57	4,772
01-5-0103-0512 EMPLOYEE EXPENSES	12,320	12,320	437.49	5,775.85	0.00	46.88	6,544
01-5-0103-0513 CITY EVENTS	16,000	16,000	0.00	30,108.10	0.00	188.18	(14,108)
01-5-0103-0517 CHAMBER OF COMMERCE	10,000	10,000	0.00	17,500.00	0.00	175.00	(7,500)
01-5-0103-0518 TEXAS MUNICIPAL LEAGUE	5,700	5,700	0.00	0.00	0.00	0.00	5,700

01 -GENERAL FUND
CITY MANAGEMENT

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
01-5-0103-0519 L.R.G.V.D.C.	7,000	7,000	0.00	0.00	0.00	0.00	7,000
01-5-0103-0521 CHAPTER 380 ECONOMIC DEV	69,000	69,000	0.00	0.00	0.00	0.00	69,000
01-5-0103-0523 VALLEY METRO MATCH	31,112	31,112	0.00	46,446.40	0.00	149.29	(15,334)
01-5-0103-0525 INTERLOCAL AGREEMENT	31,887	31,887	0.00	0.00	0.00	0.00	31,887
01-5-0103-0570 FUELS & LUBRICANTS	2,450	2,450	0.00	89.51	0.00	3.65	2,360
TOTAL OTHER EXPENSES:	612,519	612,519	19,209.11	313,256.43	0.00	51.14	299,263
OTHER FINANCING USES:							
01-5-0103-0801 DEBT SERVICE PRINCIPAL	114,761	114,761	0.00	114,761.02	0.00	100.00	(0)
01-5-0103-0802 DEBT SERVICE INTEREST	1,538	1,538	0.00	1,537.80	0.00	99.99	0
01-5-0103-0808 TIRZ EXPENSES	190,000	190,000	0.00	0.00	0.00	0.00	190,000
01-5-0103-0810 TRANSFER OUT-TO OTHER FU	5,000	5,000	0.00	0.00	0.00	0.00	5,000
01-5-0103-0811 PAYING AGENTS FEES	0	0	0.00	156.49	0.00	0.00	(156)
01-5-0103-0815 DEBT SERVICE S2019	48,000	48,000	0.00	48,000.00	0.00	100.00	0
TOTAL OTHER FINANCING USES:	359,299	359,299	0.00	164,455.31	0.00	45.77	194,844
TOTAL CITY MANAGEMENT	1,954,120	1,954,120	88,216.60	1,733,360.93	0.00	88.70	220,759

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

01 -GENERAL FUND
PUBLIC RELATIONS

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
01-5-0105-0101 SALARIES-FULL TIME	56,822	56,822	4,195.47	48,967.06	0.00	86.18	7,855
01-5-0105-0105 LONGEVITY	240	240	0.00	0.00	0.00	0.00	240
TOTAL PERSONNEL SERVICES:	57,062	57,062	4,195.47	48,967.06	0.00	85.81	8,095
BENEFITS:							
01-5-0105-0201 FICA	3,538	3,538	260.12	3,035.99	0.00	85.82	502
01-5-0105-0202 MEDICARE	827	827	60.83	710.05	0.00	85.82	117
01-5-0105-0203 T.M.R.S.	2,933	2,933	200.54	2,367.99	0.00	80.74	565
01-5-0105-0205 HEALTH INSURANCE	5,444	5,444	476.36	4,991.17	0.00	91.68	453
01-5-0105-0206 WORKERS COMPENSATION	0	0	10.40	129.32	0.00	0.00	(129)
01-5-0105-0207 UNEMPLOYMENT	270	270	0.00	172.67	0.00	63.95	97
TOTAL BENEFITS:	13,012	13,012	1,008.25	11,407.19	0.00	87.67	1,605
MATERIALS AND SUPPLIES:							
01-5-0105-0301 OFFICE SUPPLIES	1,200	1,200	0.00	0.00	0.00	0.00	1,200
01-5-0105-0302 POSTAGE CHARGES	500	500	0.00	0.00	0.00	0.00	500
TOTAL MATERIALS AND SUPPLIES:	1,700	1,700	0.00	0.00	0.00	0.00	1,700
CONTRACTED SERVICES:							
01-5-0105-0401 UTILITIES	960	960	0.00	0.00	0.00	0.00	960
01-5-0105-0403 PROFESSIONAL SERVICES	500	500	1,073.00	20,820.03	0.00	4,164.01	(20,320)
01-5-0105-0409 PRINTING/FORMS/ADVERTISI	32,150	32,150	0.00	4,387.29	0.00	13.65	27,763
TOTAL CONTRACTED SERVICES:	33,610	33,610	1,073.00	25,207.32	0.00	75.00	8,403
OTHER EXPENSES:							
01-5-0105-0501 DUES/SUBSCRIPTIONS/MEMBE	5,000	5,000	0.00	166.40	0.00	3.33	4,834
01-5-0105-0502 TRAVEL/TRAINING/PER DIEM	2,000	2,000	0.00	45.00	0.00	2.25	1,955
01-5-0105-0520 MAIL BOX TIME CAPSULES	1,000	1,000	0.00	0.00	0.00	0.00	1,000
01-5-0105-0523 MEETING EXPENSE	400	400	0.00	0.00	0.00	0.00	400
01-5-0105-0541 HOLIDAY DECORATIONS	2,000	2,000	0.00	0.00	0.00	0.00	2,000
01-5-0105-0560 MISC EXPENSES-CITY EVENT	7,000	7,000	360.00	20,007.79	0.00	285.83	(13,008)
TOTAL OTHER EXPENSES:	17,400	17,400	360.00	20,219.19	0.00	116.20	(2,819)
TOTAL PUBLIC RELATIONS	122,784	122,784	6,636.72	105,800.76	0.00	86.17	16,983

01 -GENERAL FUND
PERSONNEL/CIVIL SERVICES % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
01-5-0110-0101 SALARIES-FULL TIME	131,942	131,942	9,088.27	118,759.31	0.00	90.01	13,183
01-5-0110-0103 OVERTIME	1,000	1,000	309.18	875.17	0.00	87.52	125
01-5-0110-0105 LONGEVITY	96	96	3.70	53.62	0.00	55.85	42
TOTAL PERSONNEL SERVICES:	133,038	133,038	9,401.15	119,688.10	0.00	89.97	13,350
BENEFITS:							
01-5-0110-0201 FICA	8,248	8,248	575.54	7,333.06	0.00	88.90	915
01-5-0110-0202 MEDICARE	1,929	1,929	134.62	1,715.06	0.00	88.91	214
01-5-0110-0203 T.M.R.S.	6,838	6,838	449.38	6,017.36	0.00	88.00	821
01-5-0110-0205 HEALTH INSURANCE	16,332	16,332	808.86	13,626.12	0.00	83.43	2,706
01-5-0110-0206 WORKERS COMPENSATION	0	0	23.05	315.03	0.00	0.00	(315)
01-5-0110-0207 UNEMPLOYMENT	810	810	32.48	312.72	0.00	38.61	497
TOTAL BENEFITS:	34,158	34,158	2,023.93	29,319.35	0.00	85.84	4,838
MATERIALS AND SUPPLIES:							
01-5-0110-0301 OFFICE SUPPLIES	2,500	2,500	0.00	2,224.03	0.00	88.96	276
01-5-0110-0302 POSTAGE CHARGES	250	250	0.00	0.69	0.00	0.28	249
01-5-0110-0312 EDUCATIONAL SUPPLIES	200	200	0.00	0.00	0.00	0.00	200
01-5-0110-0384 OFFICE FIXTURES/EQUIPMEN	3,300	3,300	0.00	1,838.65	0.00	55.72	1,461
TOTAL MATERIALS AND SUPPLIES:	6,250	6,250	0.00	4,063.37	0.00	65.01	2,187
CONTRACTED SERVICES:							
01-5-0110-0401 UTILITIES	960	960	0.00	0.00	0.00	0.00	960
01-5-0110-0403 PROFESSIONAL SERVICES	20,000	20,000	1,601.00	27,283.53	0.00	136.42	(7,284)
01-5-0110-0409 PRINTING/FORMS/ADVERTISI	1,000	1,000	0.00	0.00	0.00	0.00	1,000
01-5-0110-0424 LEGAL SERVICES-PERSONNEL	3,150	3,150	177.50	1,390.00	0.00	44.13	1,760
01-5-0110-0427 CIVIL SERVICE TESTING MA	15,000	15,000	0.00	4,792.71	0.00	31.95	10,207
TOTAL CONTRACTED SERVICES:	40,110	40,110	1,778.50	33,466.24	0.00	83.44	6,644
OTHER EXPENSES:							
01-5-0110-0501 DUES/SUBSCRIPTIONS/MEMBE	2,000	2,000	0.00	572.17	0.00	28.61	1,428
01-5-0110-0502 TRAVEL/TRAINING/PER DIEM	5,500	5,500	1,529.20	4,146.37	0.00	75.39	1,354
01-5-0110-0512 EMPLOYEE EXPENSES	25,000	25,000	562.59	21,316.32	0.00	85.27	3,684
01-5-0110-0556 EXPENDABLE/SAFETY EQUIPM	0	0	0.00	1,253.09	0.00	0.00	(1,253)
01-5-0110-0561 HEALTH FAIR EXPENSES	0	0	0.00	2,286.45	0.00	0.00	(2,286)
TOTAL OTHER EXPENSES:	32,500	32,500	2,091.79	29,574.40	0.00	91.00	2,926
TOTAL PERSONNEL/CIVIL SERVICES	246,056	246,056	15,295.37	216,111.46	0.00	87.83	29,945

01 -GENERAL FUND
FINANCE % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
01-5-0120-0101 SALARIES-FULL TIME	428,412	428,412	34,457.61	373,216.54	0.00	87.12	55,196
01-5-0120-0103 OVERTIME	7,000	7,000	585.14	11,480.91	0.00	164.01	(4,481)
01-5-0120-0105 LONGEVITY	1,920	1,920	134.76	1,622.95	0.00	84.53	297
01-5-0120-0112 TEMPORARY ADDITIONAL PAY	0	0	1,350.00	14,850.00	0.00	0.00	(14,850)
TOTAL PERSONNEL SERVICES:	437,332	437,332	36,527.51	401,170.40	0.00	91.73	36,162
BENEFITS:							
01-5-0120-0201 FICA	27,115	27,115	2,261.96	24,840.13	0.00	91.61	2,274
01-5-0120-0202 MEDICARE	6,341	6,341	529.02	5,809.55	0.00	91.61	532
01-5-0120-0203 T.M.R.S.	22,479	22,479	1,746.02	19,451.64	0.00	86.53	3,027
01-5-0120-0205 HEALTH INSURANCE	48,996	48,996	3,708.12	39,768.39	0.00	81.17	9,228
01-5-0120-0206 WORKERS COMPENSATION	1,764	1,764	90.07	987.81	0.00	55.99	777
01-5-0120-0207 UNEMPLOYMENT	2,430	2,430	32.76	697.68	0.00	28.71	1,732
TOTAL BENEFITS:	109,125	109,125	8,367.95	91,555.20	0.00	83.90	17,570
MATERIALS AND SUPPLIES:							
01-5-0120-0301 OFFICE SUPPLIES	4,000	4,000	(9.04)	2,943.91	0.00	73.60	1,056
01-5-0120-0302 POSTAGE CHARGES	2,700	2,700	158.94	2,393.87	0.00	88.66	306
01-5-0120-0384 OFFICE FIXTURES/EQUIPMEN	1,000	1,000	0.00	359.99	0.00	36.00	640
TOTAL MATERIALS AND SUPPLIES:	7,700	7,700	149.90	5,697.77	0.00	74.00	2,002
CONTRACTED SERVICES:							
01-5-0120-0401 UTILITIES	960	960	37.50	402.25	0.00	41.90	558
01-5-0120-0403 PROFESSIONAL SERVICES	80,000	80,000	0.00	11,313.47	0.00	14.14	68,687
01-5-0120-0405 AUDIT FEES	27,775	27,775	0.00	26,199.00	0.00	94.33	1,576
01-5-0120-0409 PRINTING/FORMS/ADVERTISI	3,800	3,800	0.00	8,293.55	0.00	218.25	(4,494)
TOTAL CONTRACTED SERVICES:	112,535	112,535	37.50	46,208.27	0.00	41.06	66,327
OTHER EXPENSES:							
01-5-0120-0501 DUES/SUBSCRIPTIONS/MEMBE	6,000	6,000	21.28	1,105.06	0.00	18.42	4,895
01-5-0120-0502 TRAVEL/TRAINING/PER DIEM	10,500	10,500	0.00	6,329.92	0.00	60.28	4,170
01-5-0120-0512 EMPLOYEE EXPENSES	5,000	5,000	0.00	1,954.21	0.00	39.08	3,046
01-5-0120-0522 BANK SERVICE CHARGES	20,000	20,000	1,160.93	18,302.65	0.00	91.51	1,697
01-5-0120-0570 FUELS & LUBRICANTS	2,450	2,450	0.00	0.00	0.00	0.00	2,450
TOTAL OTHER EXPENSES:	43,950	43,950	1,182.21	27,691.84	0.00	63.01	16,258
TOTAL FINANCE	710,643	710,643	46,265.07	572,323.48	0.00	80.54	138,319

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

01 -GENERAL FUND
INFORMATION TECHNOLOGY % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
BENEFITS:							
MATERIALS AND SUPPLIES:							
01-5-0125-0307 SMALL TOOLS & EQUIPMENT	0	0	0.00	202.93	0.00	0.00	(203)
TOTAL MATERIALS AND SUPPLIES:	0	0	0.00	202.93	0.00	0.00	(203)
CONTRACTED SERVICES:							
01-5-0125-0401 UTILITIES	0	0	1,386.19	1,664.06	0.00	0.00	(1,664)
01-5-0125-0402 COMMUNICATIONS	140,000	140,000	35,897.08	107,581.28	0.00	76.84	32,419
01-5-0125-0403 PROFESSIONAL SERVICES	88,000	88,000	8,134.95	78,846.38	0.00	89.60	9,154
TOTAL CONTRACTED SERVICES:	228,000	228,000	45,418.22	188,091.72	0.00	82.50	39,908
OTHER EXPENSES:							
01-5-0125-0509 MAINT-COMPUTER HARDWARE	30,000	30,000	3,153.53	38,725.77	0.00	129.09	(8,726)
01-5-0125-0510 MAINT-COMPUTER SOFTWARE	81,000	111,000	19,408.24	173,191.25	0.00	156.03	(62,191)
01-5-0125-0525 MAINT-INTERNET/WEBSITE	14,000	14,000	0.00	10,109.41	0.00	72.21	3,891
01-5-0125-0546 MAINT-COPIER/PRINTER/FAX	75,000	45,000	1,228.78	36,899.12	0.00	82.00	8,101
01-5-0125-0568 LIBRARY TECHNOLOGY	10,185	10,185	68.67	2,590.35	0.00	25.43	7,595
TOTAL OTHER EXPENSES:	210,185	210,185	23,859.22	261,515.90	0.00	124.42	(51,331)
TOTAL INFORMATION TECHNOLOGY	438,185	438,185	69,277.44	449,810.55	0.00	102.65	(11,626)

01 -GENERAL FUND
PLANNING & DEVELOPMENT % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
01-5-0131-0101 SALARIES-FULL TIME	195,045	195,045	16,957.76	188,572.66	0.00	96.68	6,473
01-5-0131-0103 OVERTIME	5,000	5,000	262.72	2,634.75	0.00	52.70	2,365
01-5-0131-0105 LONGEVITY	384	384	24.65	247.19	0.00	64.37	137
TOTAL PERSONNEL SERVICES:	200,429	200,429	17,245.13	191,454.60	0.00	95.52	8,975
BENEFITS:							
01-5-0131-0201 FICA	12,427	12,427	1,068.55	11,843.25	0.00	95.31	583
01-5-0131-0202 MEDICARE	2,906	2,906	249.88	2,769.69	0.00	95.30	137
01-5-0131-0203 T.M.R.S.	10,302	10,302	824.33	9,375.30	0.00	91.00	927
01-5-0131-0205 HEALTH INSURANCE	21,776	21,776	2,231.29	21,134.77	0.00	97.06	641
01-5-0131-0206 WORKERS COMPENSATION	0	0	46.64	535.32	0.00	0.00	(535)
01-5-0131-0207 UNEMPLOYMENT	1,080	1,080	47.86	243.63	0.00	22.56	836
TOTAL BENEFITS:	48,491	48,491	4,468.55	45,901.96	0.00	94.66	2,589
MATERIALS AND SUPPLIES:							
01-5-0131-0301 OFFICE SUPPLIES	3,500	3,500	0.00	1,080.02	0.00	30.86	2,420
01-5-0131-0302 POSTAGE CHARGES	500	1,100	44.40	1,038.14	0.00	94.38	62
01-5-0131-0307 SMALL TOOLS & EQUIPMENT	2,400	2,400	0.00	91.94	0.00	3.83	2,308
01-5-0131-0384 OFFICE FIXTURES/EQUIPMEN	5,000	5,000	0.00	2,261.68	0.00	45.23	2,738
TOTAL MATERIALS AND SUPPLIES:	11,400	12,000	44.40	4,471.78	0.00	37.26	7,528
CONTRACTED SERVICES:							
01-5-0131-0401 UTILITIES	6,000	6,000	796.23	8,960.46	0.00	149.34	(2,960)
01-5-0131-0403 PROFESSIONAL SERVICES	25,000	25,000	10,800.00	84,216.25	0.00	336.87	(59,216)
01-5-0131-0409 PRINTING/FORMS/ADVERTISI	9,100	9,100	610.50	8,777.42	0.00	96.46	323
01-5-0131-0426 LEGAL SERVICES-PLANNING	5,000	5,000	0.00	0.00	0.00	0.00	5,000
TOTAL CONTRACTED SERVICES:	45,100	45,100	12,206.73	101,954.13	0.00	226.06	(56,854)
OTHER EXPENSES:							
01-5-0131-0501 DUES/SUBSCRIPTIONS/MEMBE	1,810	1,810	0.00	568.62	0.00	31.42	1,241
01-5-0131-0502 TRAVEL/TRAINING/PER DIEM	7,000	7,000	0.00	1,308.67	0.00	18.70	5,691
01-5-0131-0506 MAINT & REPAIRS-VEHICLES	1,300	1,300	7.50	3,242.54	0.00	249.43	(1,943)
01-5-0131-0512 EMPLOYEE EXPENSES	4,000	3,400	0.00	80.00	0.00	2.35	3,320
01-5-0131-0554 FILING FEES	1,200	1,200	74.00	1,296.00	0.00	108.00	(96)
01-5-0131-0556 EXPENDABLE/SAFETY EQUIPM	250	250	0.00	13.04	0.00	5.22	237
01-5-0131-0570 FUELS & LUBRICANTS	3,000	3,000	0.00	141.01	0.00	4.70	2,859
TOTAL OTHER EXPENSES:	18,560	17,960	81.50	6,649.88	0.00	37.03	11,310
TOTAL PLANNING & DEVELOPMENT	323,980	323,980	34,046.31	350,432.35	0.00	108.16	(26,452)

01 -GENERAL FUND
MUNICIPAL COURT % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
01-5-0150-0101 SALARIES-FULL TIME	120,186	120,186	9,293.38	114,746.70	0.00	95.47	5,439
01-5-0150-0103 OVERTIME	2,500	2,500	477.52	3,368.39	0.00	134.74	(868)
01-5-0150-0105 LONGEVITY	1,728	1,728	103.38	1,321.80	0.00	76.49	406
01-5-0150-0112 TEMPORARY ADDITIONAL PAY	0	0	461.54	13,000.02	0.00	0.00	(13,000)
TOTAL PERSONNEL SERVICES:	124,414	124,414	10,335.82	132,436.91	0.00	106.45	(8,023)
BENEFITS:							
01-5-0150-0201 FICA	7,342	7,342	633.27	8,115.52	0.00	110.54	(774)
01-5-0150-0202 MEDICARE	1,717	1,717	148.10	1,897.98	0.00	110.54	(181)
01-5-0150-0203 T.M.R.S.	6,086	6,086	494.06	6,474.34	0.00	106.37	(388)
01-5-0150-0205 HEALTH INSURANCE	16,332	16,332	1,429.08	16,716.60	0.00	102.35	(385)
01-5-0150-0206 WORKERS COMPENSATION	0	0	25.23	343.17	0.00	0.00	(343)
01-5-0150-0207 UNEMPLOYMENT	810	810	42.47	348.47	0.00	43.02	462
TOTAL BENEFITS:	32,287	32,287	2,772.21	33,896.08	0.00	104.98	(1,609)
MATERIALS AND SUPPLIES:							
01-5-0150-0301 OFFICE SUPPLIES	2,000	2,000	2.36	985.31	0.00	49.27	1,015
01-5-0150-0302 POSTAGE CHARGES	1,900	1,900	181.18	1,834.80	0.00	96.57	65
01-5-0150-0384 OFFICE FIXTURES/EQUIPMEN	1,200	1,200	0.00	689.65	0.00	57.47	510
TOTAL MATERIALS AND SUPPLIES:	5,100	5,100	183.54	3,509.76	0.00	68.82	1,590
CONTRACTED SERVICES:							
01-5-0150-0403 PROFESSIONAL SERVICES	84,000	84,000	5,250.00	72,362.84	0.00	86.15	11,637
01-5-0150-0409 PRINTING/FORMS/ADVERTISI	800	800	0.00	525.38	0.00	65.67	275
TOTAL CONTRACTED SERVICES:	84,800	84,800	5,250.00	72,888.22	0.00	85.95	11,912
OTHER EXPENSES:							
01-5-0150-0501 DUES/SUBSCRIPTIONS/MEMBE	2,900	2,900	200.00	2,910.00	0.00	100.34	(10)
01-5-0150-0502 TRAVEL/TRAINING/PER DIEM	7,000	7,000	0.00	2,742.66	50.00	39.90	4,207
01-5-0150-0512 EMPLOYEE EXPENSES	2,100	2,100	0.00	348.00	0.00	16.57	1,752
01-5-0150-0570 FUELS & LUBRICANTS	2,450	2,450	0.00	0.00	0.00	0.00	2,450
TOTAL OTHER EXPENSES:	14,450	14,450	200.00	6,000.66	50.00	41.87	8,399
TOTAL MUNICIPAL COURT	261,051	261,051	18,741.57	248,731.63	50.00	95.30	12,270

01 -GENERAL FUND
POLICE % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
01-5-0210-0101 SALARIES-FULL TIME	2,975,798	2,975,798	207,554.90	2,753,222.04	0.00	92.52	222,576
01-5-0210-0103 OVERTIME	120,401	120,401	8,449.13	102,961.37	0.00	85.52	17,440
01-5-0210-0104 INCENTIVES (FY23)	273,540	273,540	25,691.62	203,804.70	0.00	74.51	69,735
01-5-0210-0105 LONGEVITY	24,480	24,480	1,796.22	22,495.11	0.00	91.89	1,985
01-5-0210-0106 STANDBY (INC)	0	0	432.60	6,424.75	0.00	0.00	(6,425)
01-5-0210-0109 CLOTHING ALLOWANCE	22,600	22,600	4,800.00	19,600.00	0.00	86.73	3,000
01-5-0210-0112 TEMPORARY ADDITIONAL PAY	0	0	923.08	12,000.04	0.00	0.00	(12,000)
01-5-0210-0113 HOLIDAY PAY	128,400	140,400	6,758.33	137,896.27	0.00	98.22	2,504
01-5-0210-0114 SPECIAL OT STONEGARDEN	35,000	35,000	7,415.37	45,863.76	0.00	131.04	(10,864)
01-5-0210-0115 SPECIAL OT BODER SECURIT	35,000	35,000	0.00	0.00	0.00	0.00	35,000
01-5-0210-0116 SPECIAL OT DEA	19,372	19,372	261.64	15,636.15	0.00	80.72	3,736
TOTAL PERSONNEL SERVICES:	3,634,591	3,646,591	264,082.89	3,319,904.19	0.00	91.04	326,687
BENEFITS:							
01-5-0210-0201 FICA	225,345	225,345	16,310.17	205,728.17	0.00	91.29	19,616
01-5-0210-0202 MEDICARE	52,702	52,702	3,814.50	48,113.97	0.00	91.30	4,588
01-5-0210-0203 T.M.R.S.	186,818	186,818	12,406.47	161,900.99	0.00	86.66	24,917
01-5-0210-0205 HEALTH INSURANCE	315,752	315,752	23,854.62	297,715.99	0.00	94.29	18,036
01-5-0210-0206 WORKERS COMPENSATION	125,840	125,840	7,439.45	98,457.48	0.00	78.24	27,382
01-5-0210-0207 UNEMPLOYMENT	15,660	15,660	55.47	4,306.34	0.00	27.50	11,354
01-5-0210-0220 WELLNESS PROGRAM	25,000	12,000	(5,299.00)	5,368.37	0.00	44.74	6,632
TOTAL BENEFITS:	947,116	934,116	58,581.68	821,591.31	0.00	87.95	112,525
MATERIALS AND SUPPLIES:							
01-5-0210-0301 OFFICE SUPPLIES	4,500	4,500	0.00	1,894.70	0.00	42.10	2,605
01-5-0210-0302 POSTAGE CHARGES	600	600	6.50	224.27	0.00	37.38	376
01-5-0210-0304 CHEMICALS	0	0	0.00	835.85	0.00	0.00	(836)
01-5-0210-0305 MEDICAL SUPPLIES	1,500	1,500	125.55	125.55	0.00	8.37	1,374
01-5-0210-0306 UNIFORMS	25,000	30,000	0.00	16,872.81	0.00	56.24	13,127
01-5-0210-0307 SMALL TOOLS & EQUIPMENT	19,100	19,100	79.95	15,874.94	0.00	83.11	3,225
01-5-0210-0308 RADIO EQUIPMENT	10,000	20,000	0.00	11,785.00	0.00	58.93	8,215
01-5-0210-0309 JANITORIAL SUPPLIES	1,700	1,700	0.00	1,026.00	0.00	60.35	674
01-5-0210-0310 VEHICLE EQUIPMENT	27,400	27,400	6,897.41	22,961.30	0.00	83.80	4,439
01-5-0210-0313 PRISONERS MEALS	1,200	1,200	18.30	396.86	0.00	33.07	803
01-5-0210-0314 CONSTRUCTION MATERIALS	8,000	8,000	0.00	0.00	0.00	0.00	8,000
01-5-0210-0384 OFFICE FIXTURES/EQUIPMEN	15,000	15,000	140.64	5,904.29	2.08	39.38	9,094
TOTAL MATERIALS AND SUPPLIES:	114,000	129,000	7,268.35	77,901.57	2.08	60.39	51,096
CONTRACTED SERVICES:							
01-5-0210-0401 UTILITIES	90,000	90,000	7,253.45	81,873.56	0.00	90.97	8,126
01-5-0210-0403 PROFESSIONAL SERVICES	50,000	40,000	6,081.25	27,320.69	0.00	68.30	12,679
01-5-0210-0404 RADIO USER FEES	35,000	31,000	0.00	26,380.00	0.00	85.10	4,620

01 -GENERAL FUND
POLICE % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
01-5-0210-0409 PRINTING/FORMS/ADVERTISI	2,400	2,400	139.95	779.42	0.00	32.48	1,621
01-5-0210-0427 LEGAL SERVICES-CIVIL SER	50,000	42,000	0.00	23,763.68	0.00	56.58	18,236
01-5-0210-0433 ANIMAL DISPOSAL	1,500	1,500	37.44	296.64	0.00	19.78	1,203
TOTAL CONTRACTED SERVICES:	228,900	206,900	13,512.09	160,413.99	0.00	77.53	46,486
OTHER EXPENSES:							
01-5-0210-0501 DUES/SUBSCRIPTIONS/MEMBE	108,000	98,000	107.40	76,304.30	0.00	77.86	21,696
01-5-0210-0502 TRAVEL/TRAINING/PER DIEM	45,000	45,000	12,337.48	26,168.71	0.00	58.15	18,831
01-5-0210-0504 COMPUTER HARDWARE/SOFTWA	0	55,000	(11,500.01)	40,509.98	0.00	73.65	14,490
01-5-0210-0506 MAINT & REPAIRS-VEHICLES	64,500	64,500	2,060.51	53,745.34	0.00	83.33	10,755
01-5-0210-0512 EMPLOYEE EXPENSES	5,000	5,000	0.00	1,056.16	0.00	21.12	3,944
01-5-0210-0547 AMMUNITION	13,000	13,000	0.00	12,023.73	0.00	92.49	976
01-5-0210-0548 VESTS	21,600	23,600	0.00	8,639.00	0.00	36.61	14,961
01-5-0210-0550 MAINTENANCE/SERVICE	88,500	58,500	0.00	39,756.93	0.00	67.96	18,743
01-5-0210-0555 ANIMAL FEED	2,500	3,500	426.94	2,649.19	0.00	75.69	851
01-5-0210-0556 EXPENDABLE/SAFETY EQUIPM	13,000	13,000	0.00	8,097.61	0.00	62.29	4,902
01-5-0210-0570 FUELS & LUBRICANTS	121,000	111,000	22,846.74	92,678.77	0.00	83.49	18,321
01-5-0210-0576 COPS FOR TOTS EXPENSES	0	0	0.00	4,628.47	0.00	0.00	(4,628)
TOTAL OTHER EXPENSES:	482,100	490,100	26,279.06	366,258.19	0.00	74.73	123,842
CAPITAL OUTLAY:							
01-5-0210-0761 SPECIAL OT LONE STAR	0	0	266.90	16,892.95	0.00	0.00	(16,893)
TOTAL CAPITAL OUTLAY:	0	0	266.90	16,892.95	0.00	0.00	(16,893)
TOTAL POLICE	5,406,707	5,406,707	369,990.97	4,762,962.20	2.08	88.09	643,743

01 -GENERAL FUND
POLICE CLEARING % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
BENEFITS:							

01 -GENERAL FUND
FIRE

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
01-5-0212-0101 SALARIES-FULL TIME	1,732,599	1,732,599	144,437.42	1,777,267.00	0.00	102.58	(44,668)
01-5-0212-0103 OVERTIME	200,000	200,000	15,279.47	231,481.18	0.00	115.74	(31,481)
01-5-0212-0104 INCENTIVES (FY23)	0	0	4,953.70	61,676.21	0.00	0.00	(61,676)
01-5-0212-0105 LONGEVITY	13,824	13,824	1,026.48	12,773.81	0.00	92.40	1,050
01-5-0212-0106 STANDBY (INC)	28,525	28,525	0.00	0.00	0.00	0.00	28,525
01-5-0212-0118 STABILITY	27,575	27,575	2,232.64	27,467.10	0.00	99.61	108
TOTAL PERSONNEL SERVICES:	2,002,523	2,002,523	167,929.71	2,110,665.30	0.00	105.40	(108,142)
BENEFITS:							
01-5-0212-0201 FICA	124,156	124,156	10,354.28	130,182.60	0.00	104.85	(6,026)
01-5-0212-0202 MEDICARE	29,037	29,037	2,421.58	30,445.88	0.00	104.85	(1,409)
01-5-0212-0203 T.M.R.S.	557	557	619.93	8,229.75	0.00	1,476.35	(7,672)
01-5-0212-0204 FIREMENS' RETIREMENT	239,055	239,055	18,499.27	234,938.45	0.00	98.28	4,116
01-5-0212-0205 HEALTH INSURANCE	179,652	179,652	14,786.12	174,614.90	0.00	97.20	5,037
01-5-0212-0206 WORKERS COMPENSATION	90,007	90,007	5,931.30	77,643.00	0.00	86.26	12,364
01-5-0212-0207 UNEMPLOYMENT	8,910	8,910	17.47	2,429.50	0.00	27.27	6,481
TOTAL BENEFITS:	671,374	671,374	52,629.95	658,484.08	0.00	98.08	12,890
MATERIALS AND SUPPLIES:							
01-5-0212-0301 OFFICE SUPPLIES	1,500	1,500	0.00	1,259.28	0.00	83.93	241
01-5-0212-0302 POSTAGE CHARGES	150	150	0.00	0.00	0.00	0.00	150
01-5-0212-0304 CHEMICALS	4,000	4,000	0.00	1,078.92	0.00	26.97	2,921
01-5-0212-0306 UNIFORMS	22,000	22,000	0.00	18,217.74	0.00	82.81	3,782
01-5-0212-0307 SMALL TOOLS & EQUIPMENT	10,000	10,000	0.00	9,162.17	27.18	91.89	811
01-5-0212-0311 BUNKER GEAR	35,000	35,000	0.00	23,452.00	0.00	67.01	11,548
01-5-0212-0312 EDUCATIONAL SUPPLIES	6,000	6,000	0.00	2,472.69	0.00	41.21	3,527
01-5-0212-0321 MATERIALS/SUPPLIES	2,000	2,000	0.00	2,195.29	0.00	109.76	(195)
01-5-0212-0384 OFFICE FIXTURES/EQUIPMEN	10,000	10,000	0.00	5,537.86	0.00	55.38	4,462
TOTAL MATERIALS AND SUPPLIES:	90,650	90,650	0.00	63,375.95	27.18	69.94	27,247
CONTRACTED SERVICES:							
01-5-0212-0401 UTILITIES	15,000	15,000	3,985.83	17,354.26	0.00	115.70	(2,354)
01-5-0212-0403 PROFESSIONAL SERVICES	4,000	4,000	39.56	395.83	0.00	9.90	3,604
01-5-0212-0409 PRINTING/FORMS/ADVERTISI	1,600	1,600	0.00	696.27	0.00	43.52	904
01-5-0212-0427 LEGAL SERVICES	12,000	12,000	0.00	7,876.78	0.00	65.64	4,123
TOTAL CONTRACTED SERVICES:	32,600	32,600	4,025.39	26,323.14	0.00	80.75	6,277
OTHER EXPENSES:							
01-5-0212-0501 DUES/SUBSCRIPTIONS/MEMBE	10,000	10,000	951.00	6,207.19	0.00	62.07	3,793
01-5-0212-0502 TRAVEL/TRAINING/PER DIEM	19,000	19,000	0.00	17,773.31	0.00	93.54	1,227
01-5-0212-0506 MAINT & REPAIRS-VEHICLES	50,000	50,000	7.50	26,339.32	877.40	54.43	22,783
01-5-0212-0512 EMPLOYEE EXPENSES	2,400	2,400	450.43	3,038.67	0.00	126.61	(639)

01 -GENERAL FUND
FIRE % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
01-5-0212-0547 AMMUNITION	3,000	3,000	0.00	2,758.94	0.00	91.96	241
01-5-0212-0550 MAINTENANCE/REPAIRS	20,000	20,000	529.46	15,518.93	0.00	77.60	4,481
01-5-0212-0556 EXPENDABLE/SAFETY EQUIPM	2,560	2,560	0.00	1,315.00	0.00	51.38	1,245
01-5-0212-0570 FUELS & LUBRICANTS	28,000	28,000	6,081.92	27,121.94	0.00	96.86	878
01-5-0212-0576 UNEARNED REV FIRE DEPT	0	0	486.28	3,503.03	0.00	0.00	(3,503)
TOTAL OTHER EXPENSES:	134,959	134,959	8,506.59	103,576.33	877.40	77.40	30,505
TOTAL FIRE	2,932,107	2,932,107	233,091.64	2,962,424.80	904.58	101.06	(31,223)

01 -GENERAL FUND
CODE ENFORCEMENT

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
01-5-0223-0101 SALARIES-FULL TIME	311,347	311,347	21,952.77	331,463.32	0.00	106.46	(20,116)
01-5-0223-0103 OVERTIME	8,000	8,000	300.93	4,815.24	0.00	60.19	3,185
01-5-0223-0105 LONGEVITY	528	528	45.54	522.26	0.00	98.91	6
TOTAL PERSONNEL SERVICES:	319,875	319,875	22,299.24	336,800.82	0.00	105.29	(16,926)
BENEFITS:							
01-5-0223-0201 FICA	19,336	19,336	1,378.69	20,828.05	0.00	107.71	(1,492)
01-5-0223-0202 MEDICARE	4,522	4,522	322.44	4,871.28	0.00	107.72	(349)
01-5-0223-0203 T.M.R.S.	16,030	16,030	1,065.82	16,463.25	0.00	102.70	(433)
01-5-0223-0205 HEALTH INSURANCE	54,440	54,440	3,709.03	45,472.17	0.00	83.53	8,968
01-5-0223-0206 WORKERS COMPENSATION	2,146	2,146	96.79	1,389.05	0.00	64.72	757
01-5-0223-0207 UNEMPLOYMENT	2,700	2,700	79.97	912.95	0.00	33.81	1,787
TOTAL BENEFITS:	99,175	99,175	6,652.74	89,936.75	0.00	90.68	9,238
MATERIALS AND SUPPLIES:							
01-5-0223-0301 OFFICE SUPPLIES	3,000	3,000	69.70	1,317.91	0.00	43.93	1,682
01-5-0223-0302 POSTAGE CHARGES	2,000	2,000	372.39	3,378.48	0.00	168.92	(1,378)
01-5-0223-0304 CHEMICALS	0	0	0.00	5,164.50	0.00	0.00	(5,165)
01-5-0223-0306 UNIFORMS	4,000	4,000	0.00	2,953.08	0.00	73.83	1,047
01-5-0223-0307 SMALL TOOLS & EQUIPMENT	500	500	0.00	246.22	0.00	49.24	254
01-5-0223-0312 EDUCATIONAL SUPPLIES	1,500	1,000	0.00	560.75	0.00	56.08	439
01-5-0223-0384 OFFICE FIXTURES/EQUIPMEN	1,000	1,000	0.00	905.98	0.00	90.60	94
TOTAL MATERIALS AND SUPPLIES:	12,000	11,500	442.09	14,526.92	0.00	126.32	(3,027)
CONTRACTED SERVICES:							
01-5-0223-0401 UTILITIES	4,950	4,950	24.10	460.68	0.00	9.31	4,489
01-5-0223-0403 PROFESSIONAL SERVICES	10,000	10,000	0.00	0.00	0.00	0.00	10,000
01-5-0223-0409 PRINTING/FORMS/ADVERTISI	3,000	3,000	0.00	1,131.60	0.00	37.72	1,868
01-5-0223-0432 CONTRACT MOWING	25,000	22,000	2,305.00	12,655.00	0.00	57.52	9,345
TOTAL CONTRACTED SERVICES:	42,950	39,950	2,329.10	14,247.28	0.00	35.66	25,703
OTHER EXPENSES:							
01-5-0223-0501 DUES/MEMBERSHIPS/SUBSCRI	500	500	0.00	631.50	0.00	126.30	(132)
01-5-0223-0502 TRAVEL/TRAINING/PER DIEM	12,000	12,000	1,176.16	4,391.48	0.00	36.60	7,609
01-5-0223-0506 MAINT & REPAIRS-VEHICLES	1,000	4,000	3.75	4,005.30	0.00	100.13	(5)
01-5-0223-0512 EMPLOYEE EXPENSES	0	500	49.05	151.70	0.00	30.34	348
01-5-0223-0524 DEMOLITION EXPENSE	30,000	30,000	0.00	0.00	0.00	0.00	30,000
01-5-0223-0554 FILLING FEES	2,000	2,000	0.00	1,925.00	0.00	96.25	75
01-5-0223-0556 EXPENDABLE/SAFETY EQUIPM	0	0	0.00	80.26	0.00	0.00	(80)
01-5-0223-0570 FUELS & LUBRICANTS	3,000	3,000	338.14	1,024.79	0.00	34.16	1,975
TOTAL OTHER EXPENSES:	48,500	52,000	1,567.10	12,210.03	0.00	23.48	39,790
TOTAL CODE ENFORCEMENT	522,500	522,500	33,290.27	467,721.80	0.00	89.52	54,779

01 -GENERAL FUND
STORMWATER DIVISION

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
01-5-0224-0101 SALARIES-FULL TIME	28,080	28,080	2,644.13	26,904.96	0.00	95.82	1,175
01-5-0224-0103 OVERTIME	1,000	1,000	105.48	339.77	0.00	33.98	660
01-5-0224-0105 LONGEVITY	48	48	7.38	46.13	0.00	96.10	2
TOTAL PERSONNEL SERVICES:	29,128	29,128	2,756.99	27,290.86	0.00	93.69	1,837
BENEFITS:							
01-5-0224-0201 FICA	1,806	1,806	169.87	1,684.38	0.00	93.27	122
01-5-0224-0202 MEDICARE	422	422	39.73	393.91	0.00	93.27	28
01-5-0224-0203 T.M.R.S.	1,497	1,497	131.79	1,330.54	0.00	88.87	167
01-5-0224-0205 HEALTH INSURANCE	5,444	5,444	476.36	5,082.76	0.00	93.36	361
01-5-0224-0206 WORKERS COMPENSATION	245	245	6.75	67.28	0.00	27.49	177
01-5-0224-0207 UNEMPLOYMENT	270	270	0.00	145.89	0.00	54.03	124
TOTAL BENEFITS:	9,684	9,684	824.50	8,704.76	0.00	89.89	979
MATERIALS AND SUPPLIES:							
01-5-0224-0301 OFFICE SUPPLIES	1,650	1,650	0.00	1,176.58	0.00	71.31	473
01-5-0224-0302 POSTAGE	1,100	1,100	0.00	0.00	0.00	0.00	1,100
01-5-0224-0306 UNIFORMS	500	500	0.00	709.44	0.00	141.89	(209)
01-5-0224-0307 SMALL TOOLS & EQUIPMENT	1,100	1,100	0.00	209.74	0.00	19.07	890
01-5-0224-0309 JANITORIAL SUPPLIES	120	120	0.00	0.00	0.00	0.00	120
01-5-0224-0312 EDUCATIONAL SUPPLIES	2,400	2,400	(407.44)	1,345.74	0.00	56.07	1,054
TOTAL MATERIALS AND SUPPLIES:	6,870	6,870	(407.44)	3,441.50	0.00	50.09	3,429
CONTRACTED SERVICES:							
01-5-0224-0401 UTILITIES	960	960	0.00	0.00	0.00	0.00	960
01-5-0224-0403 PROFESSIONAL SERVICES	2,000	2,000	0.00	33.01	0.00	1.65	1,967
01-5-0224-0409 PRINTING/FORMS/ADVERTISI	1,450	1,450	0.00	473.62	0.00	32.66	976
01-5-0224-0426 LEGAL SERVICES	1,000	1,000	0.00	0.00	0.00	0.00	1,000
TOTAL CONTRACTED SERVICES:	5,410	5,410	0.00	506.63	0.00	9.36	4,903
OTHER EXPENSES:							
01-5-0224-0501 DUES/SUBCRIPTIONS/MEMBER	12,000	12,000	0.00	14,259.46	0.00	118.83	(2,259)
01-5-0224-0502 TRAVEL/TRAINING/PER DIEM	4,000	4,000	60.00	2,711.24	0.00	67.78	1,289
01-5-0224-0504 COMPUTER HARDWARE	1,400	1,400	0.00	98.99	0.00	7.07	1,301
01-5-0224-0506 MAINT & REPAIRS-VEHICLES	2,200	2,200	0.00	1,316.09	0.00	59.82	884
01-5-0224-0512 EMPLOYEE EXPENSES	0	0	0.00	147.88	0.00	0.00	(148)
01-5-0224-0544 TRAFFIC SIGNS	250	250	0.00	0.00	0.00	0.00	250
01-5-0224-0556 EXPENDABLE/SAFETY EQUIPM	500	500	0.00	345.40	0.00	69.14	154
01-5-0224-0570 FUELS & LUBRICANTS	3,300	3,300	716.98	2,786.17	0.00	84.43	514
TOTAL OTHER EXPENSES:	23,650	23,650	776.98	21,665.23	0.00	91.61	1,984
TOTAL STORMWATER DIVISION	74,742	74,742	3,951.03	61,608.98	0.00	82.43	13,133

01 -GENERAL FUND
PUBLIC SAFETY

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
MATERIALS AND SUPPLIES:							
CONTRACTED SERVICES:							
OTHER EXPENSES:							

01 -GENERAL FUND
GENERAL MAINTENANCE

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
01-5-0309-0101 SALARIES-FULL TIME	267,882	267,882	22,745.60	283,602.06	0.00	105.87	(15,720)
01-5-0309-0103 OVERTIME	12,000	12,000	359.41	6,886.71	0.00	57.39	5,113
01-5-0309-0104 STANDBY	14,482	14,482	0.00	0.00	0.00	0.00	14,482
01-5-0309-0105 LONGEVITY	3,312	3,312	203.06	2,551.04	0.00	77.02	761
TOTAL PERSONNEL SERVICES:	297,676	297,676	23,308.07	293,039.81	0.00	98.44	4,636
BENEFITS:							
01-5-0309-0201 FICA	18,456	18,456	1,441.63	18,126.53	0.00	98.22	329
01-5-0309-0202 MEDICARE	4,316	4,316	337.16	4,239.34	0.00	98.22	77
01-5-0309-0203 T.M.R.S.	15,301	15,301	1,114.12	14,319.92	0.00	93.59	981
01-5-0309-0205 HEALTH INSURANCE	48,996	48,996	4,763.60	54,508.45	0.00	111.25	(5,512)
01-5-0309-0206 WORKERS COMPENSATION	14,970	14,970	724.57	9,621.08	0.00	64.27	5,349
01-5-0309-0207 UNEMPLOYMENT	2,430	2,430	25.29	603.56	0.00	24.84	1,826
TOTAL BENEFITS:	104,469	104,469	8,406.37	101,418.88	0.00	97.08	3,050
MATERIALS AND SUPPLIES:							
01-5-0309-0301 OFFICE SUPPLIES	500	500	0.00	482.82	0.00	96.56	17
01-5-0309-0306 UNIFORMS	2,500	2,500	421.70	4,600.14	0.00	184.01	(2,100)
01-5-0309-0307 SMALL TOOLS & EQUIPMENT	8,000	8,000	0.00	3,952.90	0.00	49.41	4,047
01-5-0309-0309 JANITORIAL SUPPLIES	30,000	30,000	601.89	36,551.78	0.00	121.84	(6,552)
01-5-0309-0314 CONSTRUCTION MATERIALS	27,000	17,000	247.95	4,894.53	0.00	28.79	12,105
TOTAL MATERIALS AND SUPPLIES:	68,000	58,000	1,271.54	50,482.17	0.00	87.04	7,518
CONTRACTED SERVICES:							
01-5-0309-0401 UTILITIES	27,200	27,200	3,006.97	31,987.75	0.00	117.60	(4,788)
01-5-0309-0403 PROFESSIONAL SERVICES	53,000	43,000	43.00	6,740.00	0.00	15.67	36,260
01-5-0309-0410 EQUIP RENT/LEASE	1,000	1,000	0.00	105.56	0.00	10.56	894
TOTAL CONTRACTED SERVICES:	81,200	71,200	3,049.97	38,833.31	0.00	54.54	32,367
OTHER EXPENSES:							
01-5-0309-0501 DUES/SUBSCRIPTIONS/MEMBE	0	0	0.00	40.00	0.00	0.00	(40)
01-5-0309-0502 TRAVEL/TRAINING/PER DIEM	100	100	0.00	17.95	0.00	17.95	82
01-5-0309-0506 MAINT & REPAIRS-VEHICLES	11,000	11,000	15.50	7,133.35	0.00	64.85	3,867
01-5-0309-0508 MAINT & REPAIRS-MACH & E	7,000	7,000	195.00	15,511.47	0.00	221.59	(8,511)
01-5-0309-0512 EMPLOYEE EXPENSES	1,575	1,575	0.00	861.18	0.00	54.68	714
01-5-0309-0541 HOLIDAY DECORATIONS	35,000	35,000	0.00	8,030.98	0.00	22.95	26,969
01-5-0309-0542 MAINTENANCE/REPAIRS BUIL	160,000	180,000	5,746.05	178,718.10	(0.01)	99.29	1,282
01-5-0309-0556 EXPENDABLE/SAFETY EQUIPM	4,000	4,000	57.25	1,330.23	0.00	33.26	2,670
01-5-0309-0570 FUELS & LUBRICANTS	8,500	8,500	2,011.22	10,554.36	0.00	124.17	(2,054)
TOTAL OTHER EXPENSES:	227,175	247,175	8,025.02	222,197.62	(0.01)	89.89	24,977

01 -GENERAL FUND
GENERAL MAINTENANCE

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
CAPITAL OUTLAY:							
TOTAL GENERAL MAINTENANCE	778,520	778,520	44,060.97	705,971.79(	0.01)	90.68	72,548

01 -GENERAL FUND
STREETS MAINTENANCE % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
01-5-0310-0101 SALARIES-FULL TIME	563,996	563,996	35,258.72	515,102.75	0.00	91.33	48,893
01-5-0310-0103 OVERTIME	35,000	35,000	845.86	25,453.37	0.00	72.72	9,547
01-5-0310-0104 STANDBY	10,000	10,000	0.00	164.57	0.00	1.65	9,835
01-5-0310-0105 LONGEVITY	5,328	5,328	400.62	4,800.95	0.00	90.11	527
01-5-0310-0106 INCENTIVES	0	0	535.38	7,519.94	0.00	0.00	(7,520)
TOTAL PERSONNEL SERVICES:	614,324	614,324	37,040.58	553,041.58	0.00	90.02	61,282
BENEFITS:							
01-5-0310-0201 FICA	37,468	37,468	2,283.28	34,126.34	0.00	91.08	3,342
01-5-0310-0202 MEDICARE	8,763	8,763	534.00	7,981.18	0.00	91.08	782
01-5-0310-0203 T.M.R.S.	31,576	31,576	1,770.53	27,024.39	0.00	85.58	4,552
01-5-0310-0205 HEALTH INSURANCE	103,436	103,436	7,481.10	96,089.09	0.00	92.90	7,347
01-5-0310-0206 WORKERS COMPENSATION	35,555	35,555	1,645.99	24,283.06	0.00	68.30	11,272
01-5-0310-0207 UNEMPLOYMENT	5,130	5,130	16.43	1,371.77	0.00	26.74	3,758
TOTAL BENEFITS:	221,928	221,928	13,731.33	190,875.83	0.00	86.01	31,052
MATERIALS AND SUPPLIES:							
01-5-0310-0301 OFFICE SUPPLIES	500	500	0.00	0.00	0.00	0.00	500
01-5-0310-0304 CHEMICALS	5,000	5,000	0.00	4,440.52	0.00	88.81	559
01-5-0310-0306 UNIFORMS	3,500	3,500	469.33	7,311.04	0.00	208.89	(3,811)
01-5-0310-0307 SMALL TOOLS & EQUIPMENT	13,000	13,000	0.00	10,126.07	0.00	77.89	2,874
01-5-0310-0314 CONSTRUCTION MATERIALS	0	0	0.00	0.00	(0.02)	0.00	0
01-5-0310-0315 STREETS & RELATED IMPROV	675,000	675,000	28,823.56	777,017.24	(0.02)	115.11	(102,017)
01-5-0310-0384 OFFICE FIXTURES/EQUIPMEN	0	0	0.00	178.00	0.00	0.00	(178)
TOTAL MATERIALS AND SUPPLIES:	697,000	697,000	29,292.89	799,072.87	(0.04)	114.64	(102,073)
CONTRACTED SERVICES:							
01-5-0310-0401 UTILITIES	290,000	290,000	23,311.91	289,786.71	0.00	99.93	213
01-5-0310-0403 PROFESSIONAL SERVICES	24,000	24,000	3,875.00	51,410.79	0.00	214.21	(27,411)
01-5-0310-0409 PRINTING/FORMS/ADVERTISI	2,000	2,000	0.00	330.00	0.00	16.50	1,670
01-5-0310-0410 EQUIP RENT/LEASE	500	500	0.00	2,635.00	0.00	527.00	(2,135)
TOTAL CONTRACTED SERVICES:	316,500	316,500	27,186.91	344,162.50	0.00	108.74	(27,663)
OTHER EXPENSES:							
01-5-0310-0502 TRAINING/TRAVEL/PER DIEM	4,500	4,500	0.00	2,841.51	0.00	63.14	1,658
01-5-0310-0506 MAINT & REPAIRS-VEHICLES	15,000	15,000	0.00	7,028.69	0.00	46.86	7,971
01-5-0310-0508 MAINT & REPAIRS-MACH & E	100,000	100,000	5,138.26	84,544.50	1,087.69	85.63	14,368
01-5-0310-0512 EMPLOYEE EXPENSES	5,500	5,500	0.00	3,312.97	0.00	60.24	2,187
01-5-0310-0543 SIGNAL LIGHT REPAIRS	3,000	3,000	0.00	0.00	0.00	0.00	3,000
01-5-0310-0544 TRAFFIC SAFETY SIGNS	20,000	20,000	0.00	17,928.36	0.00	89.64	2,072
01-5-0310-0546 STREET LIGHT REPAIRS	32,000	32,000	0.00	0.00	0.00	0.00	32,000

01 -GENERAL FUND
STREETS MAINTENANCE

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
01-5-0310-0556 EXPENDABLE/SAFETY EQUIPM	7,500	7,500	0.00	1,749.88	0.00	23.33	5,750
01-5-0310-0570 FUELS & LUBRICANTS	55,000	55,000	9,136.10	48,043.42	(0.08)	87.35	6,957
01-5-0310-0573 CCRMA RAILROAD ENVI ASSE	0	0	17,455.32	191,666.51	0.00	0.00	(191,667)
TOTAL OTHER EXPENSES:	242,500	242,500	31,729.68	357,115.84	1,087.61	147.71	(115,703)
CAPITAL OUTLAY:							
TOTAL STREETS MAINTENANCE	2,092,252	2,092,252	138,981.39	2,244,268.62	1,087.57	107.32	(153,104)

01 -GENERAL FUND
PUBLIC GROUNDS MAINTENAN % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
01-5-0311-0101 SALARIES-FULL TIME	416,219	416,219	36,327.58	472,954.26	0.00	113.63	(56,736)
01-5-0311-0103 OVERTIME	12,000	12,000	217.43	15,642.77	0.00	130.36	(3,643)
01-5-0311-0105 LONGEVITY	3,888	3,888	302.81	3,587.49	0.00	92.27	301
TOTAL PERSONNEL SERVICES:	432,107	432,107	36,847.82	492,184.52	0.00	113.90	(60,078)
BENEFITS:							
01-5-0311-0201 FICA	26,791	26,791	2,272.96	30,371.29	0.00	113.37	(3,581)
01-5-0311-0202 MEDICARE	6,266	6,266	531.59	7,102.84	0.00	113.36	(837)
01-5-0311-0203 T.M.R.S.	22,210	22,210	1,761.33	24,112.72	0.00	108.57	(1,902)
01-5-0311-0205 HEALTH INSURANCE	76,216	76,216	7,613.32	89,667.78	0.00	117.65	(13,452)
01-5-0311-0206 WORKERS COMPENSATION	13,049	13,049	1,029.51	14,048.10	0.00	107.66	(999)
01-5-0311-0207 UNEMPLOYMENT	3,780	3,780	0.00	1,424.90	0.00	37.70	2,355
TOTAL BENEFITS:	148,311	148,311	13,208.71	166,727.63	0.00	112.42	(18,416)
MATERIALS AND SUPPLIES:							
01-5-0311-0301 OFFICE SUPPLIES	500	500	0.00	412.07	0.00	82.48	88
01-5-0311-0304 CHEMICALS	7,000	7,000	0.00	1,927.66	0.00	27.54	5,072
01-5-0311-0306 UNIFORMS	2,000	2,000	153.66	5,226.72	62.60	264.47	(3,289)
01-5-0311-0307 SMALL TOOLS & EQUIPMENT	10,000	10,000	0.00	5,395.82	308.16	57.04	4,296
01-5-0311-0384 OFFICE FIXTURES/EQUIPMEN	3,000	3,000	0.00	149.82	0.00	4.99	2,850
TOTAL MATERIALS AND SUPPLIES:	22,500	22,500	153.66	13,112.09	370.76	59.93	9,017
CONTRACTED SERVICES:							
01-5-0311-0401 UTILITIES	70,000	70,000	4,470.49	60,725.04	0.00	86.75	9,275
01-5-0311-0403 PROFESSIONAL SERVICES	65,000	65,000	0.00	35,357.00	0.00	54.40	29,643
01-5-0311-0409 PRINTING/FORMS/ADVERTISI	1,000	1,000	0.00	775.00	0.00	77.50	225
01-5-0311-0410 EQUIP/LEASE	3,000	3,000	0.00	7,963.80	1,099.90	302.12	(6,064)
TOTAL CONTRACTED SERVICES:	139,000	139,000	4,470.49	104,820.84	1,099.90	76.20	33,079
OTHER EXPENSES:							
01-5-0311-0501 DUES/SUBSCRIPTIONS/MEMBE	2,400	2,400	0.00	119.99	0.00	5.00	2,280
01-5-0311-0502 TRAVEL/TRAINING/PER DIEM	3,000	3,000	0.00	0.00	0.00	0.00	3,000
01-5-0311-0506 MAINT & REPAIRS-VEHICLES	11,000	11,000	2,100.25	9,266.47	0.00	84.24	1,734
01-5-0311-0508 MAINT & REPAIRS-MACH & E	24,000	24,000	2,409.49	34,070.15	0.01	141.96	(10,070)
01-5-0311-0512 EMPLOYEE EXPENSES	2,450	2,450	0.00	1,239.63	0.00	50.60	1,210
01-5-0311-0543 PARK IMPROVEMENTS-EQUIP	34,000	34,000	0.00	58,287.42	1,619.11	176.20	(25,907)
01-5-0311-0545 PARK IMPROVEMENTS-MAINT/	57,000	57,000	0.00	66,996.23	155.92	117.81	(10,152)
01-5-0311-0556 EXPENDABLE/SAFETY EQUIPM	5,000	5,000	199.71	457.39	0.00	9.15	4,543
01-5-0311-0570 FUELS & LUBRICANTS	30,000	30,000	4,222.66	20,040.29	0.00	66.80	9,960
TOTAL OTHER EXPENSES:	168,850	168,850	8,932.11	190,477.57	1,775.04	113.86	(23,403)
TOTAL PUBLIC GROUNDS MAINTENAN	910,767	910,767	63,612.79	967,322.65	3,245.70	106.57	(59,801)

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

01 -GENERAL FUND
PARKS AND RECREATION % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
01-5-0312-0101 SALARIES-FULL TIME	164,899	164,899	6,115.00	127,888.40	0.00	77.56	37,011
01-5-0312-0103 OVERTIME	15,000	15,000	79.59	11,075.73	0.00	73.84	3,924
01-5-0312-0105 LONGEVITY	528	528	0.00	85.19	0.00	16.13	443
TOTAL PERSONNEL SERVICES:	180,427	180,427	6,194.59	139,049.32	0.00	77.07	41,378
BENEFITS:							
01-5-0312-0201 FICA	11,186	11,186	384.08	8,613.64	0.00	77.00	2,573
01-5-0312-0202 MEDICARE	2,616	2,616	89.81	2,014.44	0.00	77.00	602
01-5-0312-0203 T.M.R.S.	5,930	5,930	189.53	4,213.32	0.00	71.05	1,717
01-5-0312-0205 HEALTH INSURANCE	16,332	16,332	952.72	14,706.09	0.00	90.04	1,626
01-5-0312-0206 WORKERS COMPENSATION	3,805	3,805	91.62	2,622.17	0.00	68.91	1,183
01-5-0312-0207 UNEMPLOYMENT	2,430	2,430	62.22	1,032.79	0.00	42.50	1,397
TOTAL BENEFITS:	42,300	42,300	1,769.98	33,202.45	0.00	78.49	9,098
MATERIALS AND SUPPLIES:							
01-5-0312-0301 OFFICE SUPPLIES	2,000	2,000	0.00	1,148.36	0.00	57.42	852
01-5-0312-0306 UNIFORMS	1,500	1,500	92.90	1,681.03	0.00	112.07	(181)
01-5-0312-0307 SMALL TOOLS & EQUIPMENT	4,000	4,000	0.00	475.39	0.00	11.88	3,525
01-5-0312-0384 OFFICE FIXTURES/EQUIPMEN	3,000	3,000	0.00	1,488.96	0.00	49.63	1,511
TOTAL MATERIALS AND SUPPLIES:	10,500	10,500	92.90	4,793.74	0.00	45.65	5,706
CONTRACTED SERVICES:							
01-5-0312-0401 UTILITIES	960	960	0.00	592.43	0.00	61.71	368
01-5-0312-0403 PROFESSIONAL SERVICES	22,000	22,000	8,000.00	89,309.00	0.00	405.95	(67,309)
01-5-0312-0409 PRINTING/FORMS/ADVERTISI	2,500	5,000	0.00	13,337.06	0.00	266.74	(8,337)
01-5-0312-0432 SEASONAL LABOR	20,000	20,000	900.00	16,490.00	0.00	82.45	3,510
TOTAL CONTRACTED SERVICES:	45,460	47,960	8,900.00	119,728.49	0.00	249.64	(71,768)
OTHER EXPENSES:							
01-5-0312-0501 DUES/SUBSRIPTIONS/MEMBER	500	500	6.91	4,258.51	0.00	851.70	(3,759)
01-5-0312-0502 TRAVEL/TRAINING/PER DIEM	10,000	10,000	0.00	916.36	0.00	9.16	9,084
01-5-0312-0506 MAINT & REPAIRS-VEHICLES	2,000	2,000	0.00	1,118.00	0.00	55.90	882
01-5-0312-0512 EMPLOYEE EXPENSES	1,500	1,500	0.00	2,662.49	0.00	177.50	(1,162)
01-5-0312-0543 PARK IMPROVEMENT-EQUIP	10,000	10,000	0.00	14,963.31	0.00	149.63	(4,963)
01-5-0312-0544 RECREATIONAL PROGRAMS	60,000	57,500	8,915.00	29,008.68	0.00	50.45	28,491
01-5-0312-0556 EXPENDABLE/SAFETY/EQUIPM	2,000	2,000	79.16	1,468.90	0.00	73.45	531
01-5-0312-0560 CITY EVENTS	300,000	300,000	41.20	383,152.99	0.00	127.72	(83,153)
01-5-0312-0561 RECREATION ACTIV EXPENSE	0	0	0.00	999.34	0.00	0.00	(999)
01-5-0312-0562 BASEBALL RECREATION ACTI	50,000	50,000	0.00	24,901.07	0.00	49.80	25,099
TOTAL OTHER EXPENSES:	436,000	433,500	9,042.27	463,449.65	0.00	106.91	(29,950)
TOTAL PARKS AND RECREATION	714,687	714,687	25,999.74	760,223.65	0.00	106.37	(45,536)

01 -GENERAL FUND
PUBLIC LIBRARY % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
01-5-0540-0101 SALARIES-FULL TIME	273,998	273,998	16,582.93	216,203.98	0.00	78.91	57,794
01-5-0540-0102 SALARIES-PART TIME	8,275	8,275	371.26	15,412.53	0.00	186.25	(7,138)
01-5-0540-0103 OVERTIME	5,000	5,000	57.22	2,066.80	0.00	41.34	2,933
01-5-0540-0105 LONGEVITY	2,208	2,208	140.32	1,643.20	0.00	74.42	565
TOTAL PERSONNEL SERVICES:	289,481	289,481	17,151.73	235,326.51	0.00	81.29	54,154
BENEFITS:							
01-5-0540-0201 FICA	17,614	17,614	1,056.16	14,504.43	0.00	82.35	3,110
01-5-0540-0202 MEDICARE	4,119	4,119	247.03	3,392.26	0.00	82.35	727
01-5-0540-0203 T.M.R.S.	14,195	14,195	802.09	10,752.41	0.00	75.75	3,442
01-5-0540-0205 HEALTH INSURANCE	38,108	38,108	2,858.16	33,843.79	0.00	88.81	4,264
01-5-0540-0206 WORKERS COMPENSATION	1,466	1,466	56.98	820.94	0.00	55.98	645
01-5-0540-0207 UNEMPLOYMENT	2,160	2,160	1.57	562.87	0.00	26.06	1,597
TOTAL BENEFITS:	77,662	77,662	5,021.99	63,876.70	0.00	82.25	13,786
MATERIALS AND SUPPLIES:							
01-5-0540-0301 OFFICE SUPPLIES	4,000	4,000	0.00	3,831.22	0.00	95.78	169
01-5-0540-0302 POSTAGE CHARGES	550	550	42.51	395.64	0.00	71.93	154
01-5-0540-0307 SMALL TOOLS & EQUIPMENT	500	500	0.00	0.00	0.00	0.00	500
01-5-0540-0312 EDUCATIONAL SUPPLIES	8,500	8,500	87.69	7,438.12	0.00	87.51	1,062
01-5-0540-0384 OFFICE FIXTURES/EQUIPMEN	5,500	5,500	0.00	1,056.14	0.00	19.20	4,444
TOTAL MATERIALS AND SUPPLIES:	19,050	19,050	130.20	12,721.12	0.00	66.78	6,329
CONTRACTED SERVICES:							
01-5-0540-0401 UTILITIES	22,000	22,000	2,058.23	25,529.42	0.00	116.04	(3,529)
01-5-0540-0403 PROFESSIONAL SERVICES	15,000	15,000	0.00	7,112.47	0.00	47.42	7,888
01-5-0540-0409 PRINTING/FORMS/ADVERTISI	2,500	2,500	0.00	25.98	0.00	1.04	2,474
TOTAL CONTRACTED SERVICES:	39,500	39,500	2,058.23	32,667.87	0.00	82.70	6,832
OTHER EXPENSES:							
01-5-0540-0501 DUES/SUBSCRIPTIONS/MEMBE	1,200	1,200	106.59	1,384.45	0.00	115.37	(184)
01-5-0540-0502 TRAVEL/TRAINING/PER DIEM	3,000	3,000	420.00	600.95	0.00	20.03	2,399
01-5-0540-0505 MAINT/REPAIRS	22,000	22,000	5,034.58	7,411.89	0.00	33.69	14,588
01-5-0540-0506 MAINT & REPAIRS-VEHICLES	650	650	0.00	127.50	0.00	19.62	523
01-5-0540-0512 EMPLOYEE EXPENSES	2,100	2,100	0.00	967.85	0.00	46.09	1,132
01-5-0540-0523 MEETING EXPENSES	600	600	0.00	440.47	0.00	73.41	160
01-5-0540-0551 BOOKS, MAGAZINES, & NEWS	25,000	25,000	0.00	17,639.75	0.00	70.56	7,360
01-5-0540-0561 PUB. EDU. GOV. EXPENSES	0	0	0.00	8,602.72	0.00	0.00	(8,603)
01-5-0540-0568 COMPUTER TECHNOLOGY	35,000	35,000	909.36	40,518.76	0.00	115.77	(5,519)
01-5-0540-0570 FUELS & LUBRICANTS	600	600	0.00	0.00	0.00	0.00	600
TOTAL OTHER EXPENSES:	90,150	90,150	6,470.53	77,694.34	0.00	86.18	12,456
TOTAL PUBLIC LIBRARY	515,843	515,843	30,832.68	422,286.54	0.00	81.86	93,556

01 -GENERAL FUND
CULTURAL ARTS % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
01-5-0550-0101 SALARIES-FULL TIME	61,660	61,660	5,436.54	70,618.59	0.00	114.53	(8,958)
01-5-0550-0102 SALARIES-PART TIME	10,400	10,400	0.00	0.00	0.00	0.00	10,400
01-5-0550-0105 LONGEVITY	240	240	14.22	150.54	0.00	62.73	89
TOTAL PERSONNEL SERVICES:	72,300	72,300	5,450.76	70,769.13	0.00	97.88	1,531
BENEFITS:							
01-5-0550-0201 FICA	4,483	4,483	334.96	4,352.38	0.00	97.09	130
01-5-0550-0202 MEDICARE	1,048	1,048	78.32	1,017.90	0.00	97.10	30
01-5-0550-0203 T.M.R.S.	3,182	3,182	260.54	3,458.57	0.00	108.70	(277)
01-5-0550-0205 HEALTH INSURANCE	10,888	10,888	604.98	7,216.69	0.00	66.28	3,671
01-5-0550-0206 WORKERS COMPENSATION	0	0	18.08	246.34	0.00	0.00	(246)
01-5-0550-0207 UNEMPLOYMENT	810	810	0.00	243.00	0.00	30.00	567
TOTAL BENEFITS:	20,411	20,411	1,296.88	16,534.88	0.00	81.01	3,876
MATERIALS AND SUPPLIES:							
01-5-0550-0301 OFFICE SUPPLIES	1,000	1,000	0.00	953.06	0.00	95.31	47
01-5-0550-0302 POSTAGE	250	3,750	0.00	1,834.12	0.00	48.91	1,916
01-5-0550-0384 OFFICE FIXTURES/EQUIP	2,200	2,200	0.00	1,740.50	0.00	79.11	460
TOTAL MATERIALS AND SUPPLIES:	3,450	6,950	0.00	4,527.68	0.00	65.15	2,422
CONTRACTED SERVICES:							
01-5-0550-0401 UTILITIES	8,000	8,000	0.00	0.00	0.00	0.00	8,000
01-5-0550-0402 COMMUNICATIONS	2,100	2,100	0.00	0.00	0.00	0.00	2,100
01-5-0550-0403 LEGAL & PROFESSIONAL SER	3,500	3,500	1,110.00	3,485.00	0.00	99.57	15
01-5-0550-0409 ADVERTISING & PROMOTIONS	10,000	10,000	365.78	2,571.04	0.00	25.71	7,429
01-5-0550-0410 PRINTING/FORMS/NOTICES	1,100	1,100	0.00	0.00	0.00	0.00	1,100
01-5-0550-0415 CULTURAL ARTS PROGRAM	20,000	16,500	1,669.79	15,441.21	0.00	93.58	1,059
01-5-0550-0416 WEBSITE	300	300	0.00	0.00	0.00	0.00	300
TOTAL CONTRACTED SERVICES:	45,000	41,500	3,145.57	21,497.25	0.00	51.80	20,003
OTHER EXPENSES:							
01-5-0550-0501 DUES/SUBS/MEMBERSHIPS	400	1,900	0.00	1,793.00	0.00	94.37	107
01-5-0550-0502 TRAVEL/TRAINING/PERDIEM	5,000	3,500	420.00	1,595.54	0.00	45.59	1,904
01-5-0550-0512 EMPLOYEE EXPENSES	300	300	0.00	152.19	0.00	50.73	148
01-5-0550-0523 MEETING EXPENSES	1,000	1,000	0.00	127.16	0.00	12.72	873
01-5-0550-0561 CULTURAL AND HERITAGE EX	2,000	2,000	0.00	3,513.00	0.00	175.65	(1,513)
TOTAL OTHER EXPENSES:	8,700	8,700	420.00	7,180.89	0.00	82.54	1,519
TOTAL CULTURAL ARTS	149,861	149,861	10,313.21	120,509.83	0.00	80.41	29,351

01 -GENERAL FUND
CAPITALIZED ITEMS

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
01-5-1000-0100 VEHICLES	0	0	0.00	163,084.75	0.00	0.00	(163,085)
01-5-1000-0125 IT TECHNOLOGY	0	0	17,301.33	17,301.33	0.00	0.00	(17,301)
TOTAL PERSONNEL SERVICES:	0	0	17,301.33	180,386.08	0.00	0.00	(180,386)
BENEFITS:							
01-5-1000-0210 PD VEHICLES	0	0	0.00	354,769.24	0.00	0.00	(354,769)
01-5-1000-0211 PD EQUIPMENT	0	0	5,299.00	5,299.00	0.00	0.00	(5,299)
TOTAL BENEFITS:	0	0	5,299.00	360,068.24	0.00	0.00	(360,068)
MATERIALS AND SUPPLIES:							
01-5-1000-0310 PW VEHICLES/EQUIPMENT	0	0	0.00	45,567.00	0.00	0.00	(45,567)
TOTAL MATERIALS AND SUPPLIES:	0	0	0.00	45,567.00	0.00	0.00	(45,567)
OTHER EXPENSES:							
TOTAL CAPITALIZED ITEMS	0	0	22,600.33	586,021.32	0.00	0.00	(586,021)

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

01 -GENERAL FUND
NON-CAPITALIZED ITEMS % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
BENEFITS:							
MATERIALS AND SUPPLIES:							
OTHER EXPENSES:							
TOTAL EXPENDITURES	18,243,746	18,243,746	1,259,198.37	17,759,768.29	5,289.92	97.38	478,688



UTILITY FUNDS

QUARTERLY FINANCIALS

JULY-SEPTEMBER 2025

City of San Benito
Water Production Fund
Statement of Net Position
As of September 30, 2025

	June 30, 2025	June 30, 2024
CURRENT ASSETS		
Cash and cash equivalents	$ 2,828,544	$ 2,198,251
Receivables (less allowance for uncollectible accts)	29,080	5,777
Due from other funds	1,068,533	932,650
Total current assets	3,926,157	3,136,679
RESTRICTED ASSETS		
Investments, at cost		
Southside	1,137,286	1,102,466
Reserves (R&R,O&M,Debt Serv, CIP)	60,457	57,844
Total restricted assets	1,197,743	1,160,310
NON CURRENT ASSETS-NET		
Bond issue costs (net)	329,195	329,195
Land, plant and equipment (net)	20,178,630	20,499,824
Total capital assets	20,507,825	20,829,019
Total assets	$ 25,631,725	$ 25,126,008
CURRENT LIABILITIES		
Accounts payable	$ 104,133	$ 154,106
Meter deposits	1,107,728	26,181
Due to other funds	762,255	2,246,845
Accrued liabilities	252,413	220,716
Total current liabilities	2,226,529	2,647,849
CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS		
Accrued interest payable(net of unamortized discounts)	17,801	17,801
Deferred Revenue	-	-
Total current liabilities payable from restricted assets	17,801	17,801
NONCURRENT LIABILITIES		
Net Pension Liability	123,031	112,306
Revenue bonds payable (net of unamortized discounts)	1,531,153	164,644
Total non current liabilities payable	1,654,184	276,950
Total liabilities	$ 3,898,514	$ 2,942,600
NET POSITION		
Net investment in capital assets	18,647,476	20,335,180
Restricted (reserved)	1,272,353	1,272,353
Reserve retained earnings	298,091	298,091
Unrestricted (unreserved)	1,515,291	277,784
	21,733,211	22,183,408
Total liabilities and net position	$ 25,631,725	$ 25,126,008

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

04 -WATER PRODUCTION

ACCOUNT#	TITLE			
ASSETS				
1-0126	INVESTMENT SOUTHSIDE	1,137,286.36		
1-0132	R&R RESERVE	4,463.79		
1-0133	O&M RESERVE	31,120.75		
1-0134	DEBT SERVICE RESERVE	24,872.30		
1-0150	CASH IN FUND 97 POOL	2,828,544.32		
1-0153	PREPAID BOND INSURANCE	4,436.37		
1-0200	ACCOUNTS RECEIVABLE	254,669.96		
1-0210	RESTITUTION RECEIVABLE	5,723.79		
1-0215	UNAPPLIED CREDITS (A/R)	(37,666.90)		
1-0217	A/R UTILITY MISCELLANEOUS	9,912.32		
1-0218	A/R OTHER	3,423.13		
1-0219	NOTES RECEIVABLE (HOOK-UPS)	747.30		
1-0220	ALLOWANCES FOR BAD DEBTS	(207,729.55)		
1-0401	DUE FROM GENERAL FUND	31,923.56		
1-0405	DUE FROM WASTEWATER	929,321.98		
1-0409	DUE FROM CO 93	16,513.36		
1-0412	DUE FROM EDC	41,400.21		
1-0451	DUE FROM CO SERIES 2020	49,373.53		
1-0500	CONSTRUCTION IN PROGRESS	414,163.85		
1-0501	LAND	439,654.94		
1-0502	BUILDINGS	17,872,925.46		
1-0504	VEHICLES	735,786.64		
1-0505	MACHINERY & EQUIPMENT	731,134.99		
1-0507	COMPUTER EQUIPMENT	6,000.00		
1-0510	WATER RIGHTS	3,064,000.00		
1-0511	MAINS & SERVICE LINES	11,641,412.02		
1-0514	SERVICE RIGHTS-EAST RIO HONDO	305,360.00		
1-0519	ALLOWANCE FOR DEPRECIATION	(15,031,808.15)		
1-0535	DEFERRED CHARGE ON REFUNDING	304,220.43		
1-0536	DEFF. RESOURCE OUTFLOW-PENSION	20,538.46		
			25,631,725.22	
	TOTAL ASSETS			25,631,725.22
LIABILITIES				
2-0200	A/P HELD IN FUND 97 POOL	104,133.27		
2-0201	ACCRUED ACCOUNTS PAYABLE	6,470.70		
2-0204	ACCRUED INTEREST PAYABLE	17,800.75		
2-0205	VETERAN BRICK PAVERS PAYABLE	591.72		
2-0206	OUTSTANDING CHECKS PAYABLE	49,936.03		
2-0220	ESCROW ACCOUNT	31,697.20		
2-0223	OTHER DEDUCTIONS	(871.49)		
2-0306	SALE OF SCRAP/DONATIONS	10,019.76		
2-0310	DEFERRED REVENUE	154,569.34		
2-0313	METER DEPOSITS	1,085,686.22		
2-0314	UTILITY DEPOSITS CLEAR	22,041.28		
2-0401	DUE TO GENERAL FUND	683,655.97		
2-0414	DUE TO PAYROLL	46,901.87		
2-0506	REVENUE BONDS '04 PAYABLE	8.49		
2-0507	REVENUE BONDS SERIES '05 PAYAB	0.80		
2-0511	C.O. SERIES 2020 PAYABLE	2,111,616.00		

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

04 -WATER PRODUCTION

ACCOUNT#	TITLE			
LIABILITIES - (CONTINUED)				
2-0513	G.O. SERIES 2013 REFUNDING	5.94		
2-0519	REVENUE BONDS SERIES 2019	132,706.00		
2-0521	C.O. SERIES 2020 REFUNDING	(713,183.84)		
2-0590	NET PENSION LIABILITY	(43,294.46)		
2-0599	COMPENSATED ABSENCES V & SL	77,283.65		
2-0630	ENCUMBRANCE ACCOUNT	(163,546.19)		
2-0631	RESERVE FOR ENCUMBRANCES	163,546.19		
2-0632	PRIOR YR ENCUMBRANCE ACCT	15,699.39		
2-0633	PRIOR YR RESERVE FOR ENCUMB	(15,699.39)		
2-0701	DEFFERRED RESOURCES TMRS PEN	89,041.39		
	TOTAL LIABILITIES		3,866,816.59	
EQUITY				
3-0700	NET INVESTMENT IN FIXED ASSETS	41,299.32		
3-0701	RETAINED EARNINGS	17,905,160.10		
3-0705	RESERVE-R & R	253,151.79		
3-0710	RESERVE-O & M	300,171.37		
3-0715	RESERVE-DEBT SERVICE	519,189.96		
3-0725	RESERVE-CIP	199,839.79		
3-0750	RESERVE-RETAINED EARNINGS	298,091.07		
3-0850	CONTRIBUTION UTILITY	33,080.53		
3-0851	CONTRIBUTION COMM DEVELOP	494,852.06		
3-0854	CONTRIBUTION FED GOVERNMENT	1,171,851.11		
3-0855	CONTRIBUTIONS-OTHER GOVTS	15,667.26		
	TOTAL BEGINNING EQUITY	21,232,354.36		
	TOTAL REVENUE	4,469,579.66		
	TOTAL EXPENSES	3,937,025.39		
	TOTAL SURPLUS/(DEFICIT)	532,554.27		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		21,764,908.63	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			25,631,725.22

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2024

04 -WATER PRODUCTION

ACCOUNT#	TITLE			
ASSETS				
1-0126	INVESTMENT SOUTHSIDE	1,102,465.64		
1-0132	R&R RESERVE	4,270.89		
1-0133	O&M RESERVE	29,775.99		
1-0134	DEBT SERVICE RESERVE	23,797.54		
1-0150	TRB CASH IN FUND 97 POOL	2,198,251.41		
1-0153	PREPAID BOND INSURANCE	4,436.37		
1-0200	ACCOUNTS RECEIVABLE	218,813.39		
1-0210	RESTITUTION RECEIVABLE	5,723.79		
1-0215	UNAPPLIED CREDITS (A/R)	(37,067.35)		
1-0217	A/R UTILITY MISCELLANEOUS	21,953.37		
1-0218	A/R OTHER	3,336.13		
1-0219	NOTES RECEIVABLE (HOOK-UPS)	747.30		
1-0220	ALLOWANCES FOR BAD DEBTS	(207,729.55)		
1-0401	DUE FROM GENERAL FUND	3,328.14		
1-0405	DUE FROM WASTEWATER	929,321.98		
1-0500	CONSTRUCTION IN PROGRESS	414,163.85		
1-0501	LAND	269,861.29		
1-0502	BUILDINGS	17,872,925.46		
1-0504	VEHICLES	580,758.64		
1-0505	MACHINERY & EQUIPMENT	692,168.39		
1-0507	COMPUTER EQUIPMENT	6,000.00		
1-0510	WATER RIGHTS	3,064,000.00		
1-0511	MAINS & SERVICE LINES	11,641,412.02		
1-0514	SERVICE RIGHTS-EAST RIO HONDO	305,360.00		
1-0519	ALLOWANCE FOR DEPRECIATION	(14,346,826.05)		
1-0535	DEFERRED CHARGE ON REFUNDING	304,220.43		
1-0536	DEFF. RESOURCE OUTFLOW-PENSION	20,538.46		
			25,126,007.53	
	TOTAL ASSETS			25,126,007.53
LIABILITIES				
2-0200	A/P HELD IN FUND 97 POOL	154,106.49		
2-0201	ACCRUED ACCOUNTS PAYABLE	6,470.70		
2-0204	ACCRUED INTEREST PAYABLE	17,800.75		
2-0205	VETERAN BRICK PAVERS PAYABLE	591.72		
2-0206	OUTSTANDING CHECKS PAYABLE	49,936.03		
2-0220	ESCROW ACCOUNT	66,036.85		
2-0223	OTHER DEDUCTIONS	(871.49)		
2-0306	SALE OF SCRAP/DONATIONS	10,019.76		
2-0310	DEFERRED REVENUE	154,569.34		
2-0313	METER DEPOSITS	1,056,579.04		
2-0314	UTILITY DEPOSITS CLEAR	18,453.56		
2-0401	DUE TO GENERAL FUND	7,727.87		
2-0414	DUE TO PAYROLL	2,291.33		
2-0506	REVENUE BONDS '04 PAYABLE	8.49		
2-0507	REVENUE BONDS SERIES '05 PAYAB	4,488.84		
2-0511	C.O. SERIES 2020 PAYABLE	2,180,800.00		
2-0513	G.O. SERIES 2013 REFUNDING	27,874.00		
2-0519	REVENUE BONDS SERIES 2019	149,206.00		
2-0521	C.O. SERIES 2020 REFUNDING	(124,741.84)		

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2024

04 -WATER PRODUCTION

ACCOUNT#	TITLE			
LIABILITIES - (CONTINUED)				
2-0590	NET PENSION LIABILITY	(43,294.46)		
2-0599	COMPENSATED ABSENCES V & SL	66,558.80		
2-0630	ENCUMBRANCE ACCOUNT	(163,546.20)		
2-0631	RESERVE FOR ENCUMBRANCES	163,546.20		
2-0632	PRIOR YR ENCUMBRANCE ACCT	15,699.39		
2-0633	PRIOR YR RESERVE FOR ENCUMB	(15,699.39)		
2-0701	DEFFERRED RESOURCES TMRS PEN	89,041.39		
	TOTAL LIABILITIES		3,893,653.17	
EQUITY				
3-0700	NET INVESTMENT IN FIXED ASSETS	41,299.32		
3-0701	RETAINED EARNINGS	17,372,522.22		
3-0705	RESERVE-R & R	253,151.79		
3-0710	RESERVE-O & M	300,171.37		
3-0715	RESERVE-DEBT SERVICE	519,189.96		
3-0725	RESERVE-CIP	199,839.79		
3-0750	RESERVE-RETAINED EARNINGS	298,091.07		
3-0850	CONTRIBUTION UTILITY	33,080.53		
3-0851	CONTRIBUTION COMM DEVELOP	494,852.06		
3-0854	CONTRIBUTION FED GOVERNMENT	1,171,851.11		
3-0855	CONTRIBUTIONS-OTHER GOVTS	15,667.26		
	TOTAL BEGINNING EQUITY	20,699,716.48		
	TOTAL REVENUE	4,409,782.24		
	TOTAL EXPENSES	3,877,144.36		
	TOTAL SURPLUS/(DEFICIT)	532,637.88		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		21,232,354.36	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			25,126,007.53

City of San Benito
Water Production Fund
Revenues, Expenses and Changes in Net Position
As of September 30, 2025

	Quarterly Actual	YTD Actual	Current Budget	Unencumbered Balance	% Used 100.00%
Beginning Net Position	-	20,935,199	20,935,199	-	
Total Revenues	1,193,193	4,469,580	5,075,625	606,045	88.06%
Administration	(251,337)	1,404,410	1,548,947	144,537	90.67%
Water Plant Operations	70,592	424,010	729,086	305,076	58.16%
Water Distribution	163,251	546,455	628,281	81,826	86.98%
Meter Reader Operations	(109,767)	192,107	234,908	42,801	81.78%
Water Plant #2	357,552	1,352,044	1,272,744	(79,300)	106.23%
Total Expenses	230,291	3,919,026	4,413,966	494,940	88.79%
Subtotal Incease (Decrease) Net Position	**962,902**	**550,553**	**661,659**	**111,106**	
Ending Net Position		21,485,753	21,596,858		
Debt Service Requirements (P&I):					
NADB 2005 405WSSR		4,571	4,571	(0)	
GO Series 2013 (Series 2004 & 2005 Refunding)	-	28,241	28,259	18	
CO Series 2019	3,318	23,920	23,920	0	
CO Series 2020 Rev	41,119	152,460	152,460	(0)	
CO Series 2020 (Series 2011 & 2015 Refunding)	32,186	661,641	661,641	(0)	
Agent Fees	413	920	5,000	4,080	
Total Debt Service	77,036	871,754	875,851	4,097	
Breakdown of Ending Net Position:					
110 Day Reserves		1,085,299	1,330,236		
R & R Reserve Fund		85,714	80,000		
O & M Reserve Fund		317,327	291,000		
Debt Service Reserve Fund		415,895	385,500		
Reserve-Capital Improvements		340,000	203,000		
Reserve-Retained Earnings		298,091	298,091		
Reserve-Bond Payments		875,851	875,851		
Working Capital		1,520,925	1,700,000		
Unreserved (LTAssets less LTLiab)		16,546,650	16,433,180		
Ending Net Position		$21,485,753	$21,596,858		

CITY OF SAN BENITO
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

04 -WATER PRODUCTION

% OF YEAR COMPLETED:100.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY							
CHARGES FOR SERVICES:	5,052,907	5,052,907	409,103.56	4,324,520.75	0.00	85.58	728,386
INTEREST:	21,934	21,934	6,046.37	143,611.72	0.00	654.76	(121,678)
MISCELLANEOUS REVENUE:	784	784	308.80	1,447.19	0.00	184.59	(663)
TOTAL REVENUES	5,075,625	5,075,625	415,458.73	4,469,579.66	0.00	88.06	606,045
EXPENDITURE SUMMARY							
ADMINISTRATION	1,548,947	1,548,947	(575,797.20)	1,404,410.29	0.00	90.67	144,537
WATER PLANT OPERATIONS	729,086	729,086	(8,342.82)	424,009.72	0.01	58.16	305,076
WATER DISTRIBUTION OPER	628,281	628,281	40,420.72	546,455.21	(0.01)	86.98	81,826
METER READER OPERATIONS	234,908	234,908	(131,440.36)	192,106.78	(0.02)	81.78	42,801
WATER PLANT #2	1,272,744	1,272,744	125,711.66	1,352,044.44	0.02	106.23	(79,301)
TOTAL EXPENDITURES	4,413,966	4,413,966	(549,448.00)	3,919,026.44	0.00	88.79	494,940
REVENUE OVER/(UNDER) EXPENDITURES	661,658	661,658	964,906.73	550,553.22	0.00	83.21	111,105

04 -WATER PRODUCTION

% OF YEAR COMPLETED:100.00

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
CHARGES FOR SERVICES:							
04-4-1816 WATER SALES	4,534,740	4,534,740	314,513.86	3,906,709.64	0.00	86.15	628,030
04-4-1819 PENALTIES	88,226	88,226	0.00	(5.57)	0.00	0.01-	88,232
04-4-1820 TAP FEES	33,825	33,825	3,623.05	60,039.71	0.00	177.50	(26,215)
04-4-1821 SERVICE CHARGES	234,926	234,926	18,579.40	40,792.75	0.00	17.36	194,133
04-4-1825 CAPITAL IMPROVEMENT FEES	20,000	20,000	60,132.00	170,618.87	0.00	853.09	(150,619)
04-4-1827 TCEQ-STORMWATER SURCHARGE	141,190	141,190	12,255.25	146,365.35	0.00	103.67	(5,175)
TOTAL CHARGES FOR SERVICES:	5,052,907	5,052,907	409,103.56	4,324,520.75	0.00	85.58	728,386
INTEREST:							
04-4-2201 INTEREST-TXPOOL	2,000	2,000	210.54	2,612.42	0.00	130.62	(612)
04-4-2202 INTEREST-NOW ACCOUNT	15,000	15,000	3,023.28	106,178.58	0.00	707.86	(91,179)
04-4-2203 INTEREST-SOUTHSIDE	4,934	4,934	2,812.55	34,820.72	0.00	705.78	(29,887)
TOTAL INTEREST:	21,934	21,934	6,046.37	143,611.72	0.00	654.76	(121,678)
MISCELLANEOUS REVENUE:							
04-4-2404 CASH OVER/SHORT	0	0	41.39	101.44	0.00	0.00	(101)
04-4-2405 MISCELLANEOUS REVENUE	277	277	267.41	2,369.33	0.00	855.35	(2,092)
04-4-2406 OTHER REVENUE	507	507	0.00	(1,023.58)	0.00	201.89-	1,531
TOTAL MISCELLANEOUS REVENUE:	784	784	308.80	1,447.19	0.00	184.59	(663)
OTHER FINANCING SOURCES:							
TOTAL REVENUES	5,075,625	5,075,625	415,458.73	4,469,579.66	0.00	88.06	606,045

04 -WATER PRODUCTION
ADMINISTRATION % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
04-5-0930-0101 SALARIES-FULL TIME	286,237	286,237	18,835.27	171,047.59	0.00	59.76	115,190
04-5-0930-0103 OVERTIME	5,000	5,000	445.09	5,194.05	0.00	103.88	(194)
04-5-0930-0105 LONGEVITY	1,152	1,152	40.60	463.97	0.00	40.28	688
04-5-0930-0110 CONTRACT LABOR	0	0	10,724.85	10,724.85	0.00	0.00	(10,725)
04-5-0930-0112 TEMPORARY ADDITIONAL PAY	0	0	0.00	1,007.14	0.00	0.00	(1,007)
TOTAL PERSONNEL SERVICES:	292,389	292,389	30,045.81	188,437.60	0.00	64.45	103,952
BENEFITS:							
04-5-0930-0201 FICA	18,128	18,128	1,197.89	11,011.74	0.00	60.74	7,116
04-5-0930-0202 MEDICARE	4,240	4,240	280.13	2,575.40	0.00	60.75	1,664
04-5-0930-0203 T.M.R.S.	15,029	15,029	903.78	8,514.21	0.00	56.65	6,515
04-5-0930-0205 HEALTH INSURANCE	38,108	38,108	1,987.48	19,565.09	0.00	51.34	18,543
04-5-0930-0206 WORKERS COMPENSATION	2,857	2,857	60.54	625.19	0.00	21.89	2,231
04-5-0930-0207 UNEMPLOYMENT	1,890	1,890	5.69	300.48	0.00	15.90	1,590
TOTAL BENEFITS:	80,251	80,251	4,435.51	42,592.11	0.00	53.07	37,659
MATERIALS AND SUPPLIES:							
04-5-0930-0301 OFFICE SUPPLIES	1,000	1,000	(40.33)	1,154.29	0.00	115.43	(154)
04-5-0930-0302 POSTAGE CHARGES	17,000	17,000	1,369.97	17,925.11	0.00	105.44	(925)
04-5-0930-0307 SMALL TOOLS & EQUIPMENT	1,000	1,000	0.00	1,346.24	0.00	134.62	(346)
04-5-0930-0384 OFFICE FIXTURES/EQUIPMEN	1,000	1,000	0.00	954.12	0.00	95.41	46
TOTAL MATERIALS AND SUPPLIES:	20,000	20,000	1,329.64	21,379.76	0.00	106.90	(1,380)
CONTRACTED SERVICES:							
04-5-0930-0401 UTILITIES	121,000	121,000	10,459.12	132,093.86	0.00	109.17	(11,094)
04-5-0930-0402 COMMUNICATIONS	8,500	8,500	363.91	6,318.91	0.00	74.34	2,181
04-5-0930-0403 PROFESSIONAL SERVICES	9,000	9,000	187.04	8,858.32	0.00	98.43	142
04-5-0930-0405 AUDIT FEES	8,250	8,250	0.00	8,487.00	0.00	102.87	(237)
04-5-0930-0409 PRINTING/FORMS/ADVERTISI	5,000	5,000	0.00	816.93	0.00	16.34	4,183
04-5-0930-0412 ACCOUNTING SERVICES	34,005	34,005	2,833.75	34,005.00	0.00	100.00	(0)
04-5-0930-0413 PERSONNEL SERVICES	30,000	30,000	2,500.00	30,000.00	0.00	100.00	0
TOTAL CONTRACTED SERVICES:	215,755	215,755	16,343.82	220,580.02	0.00	102.24	(4,825)
OTHER EXPENSES:							
04-5-0930-0501 DUES/SUBSCRIPTIONS/MEMBE	3,000	3,000	0.00	838.60	0.00	27.95	2,161
04-5-0930-0502 TRAVEL/TRAINING/PER DIEM	4,000	4,000	0.00	510.00	0.00	12.75	3,490
04-5-0930-0503 INSURANCE COSTS	36,000	36,000	3,516.74	43,415.20	0.00	120.60	(7,415)
04-5-0930-0504 COMPUTER HARDWARE/SOFTWA	19,500	19,500	0.00	36,247.49	0.00	185.88	(16,747)
04-5-0930-0506 MAINT & REPAIRS-VEHICLES	0	0	0.00	18.75	0.00	0.00	(19)
04-5-0930-0512 EMPLOYEE EXPENSES	500	500	0.00	136.75	0.00	27.35	363
04-5-0930-0522 BANK SERVICE CHARGES	500	500	0.00	0.00	0.00	0.00	500

04 -WATER PRODUCTION
ADMINISTRATION

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
04-5-0930-0523 BOARD MEETING EXPENSES	200	200	0.00	0.00	0.00	0.00	200
04-5-0930-0580 BAD DEBT EXPENSES	1,000	1,000	0.00	0.00	0.00	0.00	1,000
TOTAL OTHER EXPENSES:	64,700	64,700	3,516.74	81,166.79	0.00	125.45	(16,467)
DEPRECIATION:							
04-5-0930-0601 DEPRECIATION EXPENSE	0	0	75,013.38	684,982.10	0.00	0.00	(684,982)
TOTAL DEPRECIATION:	0	0	75,013.38	684,982.10	0.00	0.00	(684,982)
CAPITAL OUTLAY:							
OTHER FINANCING USES:							
04-5-0930-0801 DEBT SERVICE PRINCIPAL	706,500	706,500	(706,482.10)	0.00	0.00	0.00	706,500
04-5-0930-0802 DEBT SERVICE INTEREST	164,352	164,352	0.00	164,351.91	0.00	100.00	(0)
04-5-0930-0803 PAYING AGENT'S FEES	5,000	5,000	0.00	920.00	0.00	18.40	4,080
TOTAL OTHER FINANCING USES:	875,852	875,852	(706,482.10)	165,271.91	0.00	18.87	710,580
TOTAL ADMINISTRATION	1,548,947	1,548,947	(575,797.20)	1,404,410.29	0.00	90.67	144,537

04 -WATER PRODUCTION
WATER PLANT OPERATIONS

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
04-5-0931-0101 SALARIES-FULL TIME	196,300	196,300	13,991.11	159,975.39	0.00	81.50	36,324
04-5-0931-0103 OVERTIME	7,500	7,500	416.72	9,288.92	0.00	123.85	(1,789)
04-5-0931-0105 LONGEVITY	1,008	1,008	121.86	1,377.32	0.00	136.64	(369)
04-5-0931-0106 INCENTIVES	5,000	5,000	64.64	895.76	0.00	17.92	4,104
TOTAL PERSONNEL SERVICES:	209,808	209,808	14,594.33	171,537.39	0.00	81.76	38,270
BENEFITS:							
04-5-0931-0201 FICA	13,008	13,008	899.80	10,567.60	0.00	81.24	2,440
04-5-0931-0202 MEDICARE	3,042	3,042	210.43	2,471.39	0.00	81.24	571
04-5-0931-0203 T.M.R.S.	10,784	10,784	697.63	8,383.42	0.00	77.74	2,401
04-5-0931-0205 HEALTH INSURANCE	38,108	38,108	2,384.20	26,301.37	0.00	69.02	11,807
04-5-0931-0206 WORKERS COMPENSATION	9,046	9,046	405.16	4,991.15	0.00	55.17	4,055
04-5-0931-0207 UNEMPLOYMENT	1,890	1,890	29.34	821.35	0.00	43.46	1,069
TOTAL BENEFITS:	75,879	75,879	4,626.56	53,536.28	0.00	70.56	22,342
MATERIALS AND SUPPLIES:							
04-5-0931-0301 OFFICE SUPPLIES	600	600	0.00	590.76	0.00	98.46	9
04-5-0931-0302 POSTAGE CHARGES	300	300	27.28	224.62	0.00	74.87	75
04-5-0931-0304 CHEMICALS	100,000	90,000	100.00	23,662.79	0.01	26.29	66,337
04-5-0931-0306 UNIFORMS	2,000	2,000	150.66	2,023.29	0.00	101.16	(23)
04-5-0931-0307 SMALL TOOLS & EQUIPMENT	3,000	8,000	0.00	3,054.35	0.00	38.18	4,946
04-5-0931-0309 JANITORIAL SUPPLIES	1,500	1,500	0.00	584.57	0.00	38.97	915
04-5-0931-0310 LABORATORY SUPPLIES	15,500	30,500	1,081.48	18,047.80	0.00	59.17	12,452
04-5-0931-0384 OFFICE FIXTURES/FURNITUR	0	0	0.00	911.17	0.00	0.00	(911)
TOTAL MATERIALS AND SUPPLIES:	122,900	132,900	1,359.42	49,099.35	0.01	36.94	83,801
CONTRACTED SERVICES:							
04-5-0931-0403 PROFESSIONAL SERVICES	40,000	25,000	0.00	31,398.20	0.00	125.59	(6,398)
04-5-0931-0409 PRINTING/FORMS/ADVERTISI	1,000	1,000	0.00	234.95	0.00	23.50	765
04-5-0931-0416 INSPECTION & STUDY FEES	35,000	35,000	0.00	17,444.00	0.00	49.84	17,556
04-5-0931-0421 WATER PURCHASES	131,000	131,000	22.43	26,919.62	0.00	20.55	104,080
04-5-0931-0430 SLUDGE DISPOSAL	26,000	26,000	0.00	44,250.00	0.00	170.19	(18,250)
TOTAL CONTRACTED SERVICES:	233,000	218,000	22.43	120,246.77	0.00	55.16	97,753
OTHER EXPENSES:							
04-5-0931-0501 DUES/SUBSCRIPTIONS/MEMBE	10,000	10,000	0.00	7,018.90	0.00	70.19	2,981
04-5-0931-0502 TRAVEL/TRAINING/PER DIEM	6,500	6,500	0.00	3,370.75	0.00	51.86	3,129
04-5-0931-0506 MAINT & REPAIRS-VEHICLES	1,500	6,500	0.00	3,528.80	0.00	54.29	2,971
04-5-0931-0507 MAINT & REPAIRS-BLDGS	4,500	4,500	0.00	1,745.29	0.00	38.78	2,755
04-5-0931-0508 MAINT & REPAIRS-MACH & E	7,500	7,500	0.00	1,051.20	0.00	14.02	6,449
04-5-0931-0512 EMPLOYEE EXPENSES	2,000	2,000	0.00	319.58	0.00	15.98	1,680

04 -WATER PRODUCTION
WATER PLANT OPERATIONS

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
04-5-0931-0527 UTILITY SYSTEM REPAIRS	50,000	47,000	(30,278.60)	5,534.95	0.00	11.78	41,465
04-5-0931-0556 EXPENDABLE/SAFETY EQUIPM	1,500	4,500	0.00	1,428.56	0.00	31.75	3,071
04-5-0931-0570 FUELS & LUBRICANTS	4,000	4,000	1,333.04	5,591.90	0.00	139.80	(1,592)
TOTAL OTHER EXPENSES:	87,500	92,500	(28,945.56)	29,589.93	0.00	31.99	62,910
CAPITAL OUTLAY:							
TOTAL WATER PLANT OPERATIONS	729,086	729,086	(8,342.82)	424,009.72	0.01	58.16	305,076

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2025

04 -WATER PRODUCTION

WATER DISTRIBUTION OPER % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
04-5-0932-0101 SALARIES-FULL TIME	249,238	249,238	18,487.62	235,169.60	0.00	94.36	14,069
04-5-0932-0103 OVERTIME	25,000	25,000	2,451.92	51,618.15	0.00	206.47	(26,618)
04-5-0932-0104 STANDBY	5,500	5,500	516.54	7,677.64	0.00	139.59	(2,178)
04-5-0932-0105 LONGEVITY	864	864	75.71	936.00	0.00	108.33	(72)
04-5-0932-0106 INCENTIVES	8,000	8,000	0.00	0.00	0.00	0.00	8,000
TOTAL PERSONNEL SERVICES:	288,602	288,602	21,531.79	295,401.39	0.00	102.36	(6,799)
BENEFITS:							
04-5-0932-0201 FICA	17,893	17,893	1,333.40	18,282.91	0.00	102.18	(390)
04-5-0932-0202 MEDICARE	4,185	4,185	311.85	4,275.95	0.00	102.18	(91)
04-5-0932-0203 T.M.R.S.	14,834	14,834	1,029.23	14,449.09	0.00	97.40	385
04-5-0932-0205 HEALTH INSURANCE	48,996	48,996	2,862.96	37,060.34	0.00	75.64	11,936
04-5-0932-0206 WORKERS COMPENSATION	11,341	11,341	557.43	8,061.06	0.00	71.08	3,280
04-5-0932-0207 UNEMPLOYMENT	2,430	2,430	45.26	863.80	0.00	35.55	1,566
TOTAL BENEFITS:	99,679	99,679	6,140.13	82,993.15	0.00	83.26	16,686
MATERIALS AND SUPPLIES:							
04-5-0932-0301 OFFICE SUPPLIES	200	200	0.00	0.00	0.00	0.00	200
04-5-0932-0304 CHEMICALS	1,500	1,500	0.00	1,300.00	0.00	86.67	200
04-5-0932-0306 UNIFORMS	2,100	2,100	220.90	3,217.08	0.00	153.19	(1,117)
04-5-0932-0307 SMALL TOOLS & EQUIPMENT	12,500	12,500	459.28	6,336.03	0.00	50.69	6,164
04-5-0932-0309 JANITORIAL SUPPLIES	700	700	0.00	234.17	0.00	33.45	466
TOTAL MATERIALS AND SUPPLIES:	17,000	17,000	680.18	11,087.28	0.00	65.22	5,913
CONTRACTED SERVICES:							
04-5-0932-0403 PROFESSIONAL SERVICES	0	0	0.00	26,200.00	0.00	0.00	(26,200)
TOTAL CONTRACTED SERVICES:	0	0	0.00	26,200.00	0.00	0.00	(26,200)
OTHER EXPENSES:							
04-5-0932-0501 DUES/SUBSCRIPTIONS/MEMBE	2,000	2,000	71.30	1,268.57	0.00	63.43	731
04-5-0932-0502 TRAVEL/TRAINING/PER DIEM	5,500	5,500	0.00	1,010.00	0.00	18.36	4,490
04-5-0932-0506 MAINTENANCE & REPAIRS-VE	8,000	8,000	60.00	2,341.33	0.00	29.27	5,659
04-5-0932-0507 MAINTENANCE & REPAIRS-BL	10,000	10,000	0.00	0.00	0.00	0.00	10,000
04-5-0932-0508 MAINT & REPAIRS-MACH & E	31,000	31,000	229.38	9,665.71	0.00	31.18	21,334
04-5-0932-0512 EMPLOYEE EXPENSES	2,000	2,000	0.00	1,222.76	0.00	61.14	777
04-5-0932-0527 UTILITY SYSTEM REPAIRS	140,000	140,000	8,630.41	103,223.03	(0.01)	73.73	36,777
04-5-0932-0556 EXPENDABLE/SAFETY EQUIPM	4,500	4,500	912.10	1,653.60	0.00	36.75	2,846
04-5-0932-0570 FUELS & LUBRICANTS	20,000	20,000	2,165.43	10,388.39	0.00	51.94	9,612
TOTAL OTHER EXPENSES:	223,000	223,000	12,068.62	130,773.39	(0.01)	58.64	92,227

04 -WATER PRODUCTION
WATER DISTRIBUTION OPER % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
CAPITAL OUTLAY:							
TOTAL WATER DISTRIBUTION OPER	628,281	628,281	40,420.72	546,455.21(	0.01)	86.98	81,826

04 -WATER PRODUCTION
METER READER OPERATIONS

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
04-5-0933-0101 SALARIES-FULL TIME	96,869	96,869	7,850.10	97,798.88	0.00	100.96 (	930)
04-5-0933-0103 OVERTIME	3,500	3,500	57.14	2,645.77	0.00	75.59	854
04-5-0933-0104 STANDBY	2,315	2,315	0.00	0.00	0.00	0.00	2,315
04-5-0933-0105 LONGEVITY	960	960	62.78	873.30	0.00	90.97	87
TOTAL PERSONNEL SERVICES:	103,644	103,644	7,970.02	101,317.95	0.00	97.76	2,326
BENEFITS:							
04-5-0933-0201 FICA	6,426	6,426	489.53	6,218.02	0.00	96.76	208
04-5-0933-0202 MEDICARE	1,503	1,503	114.49	1,454.21	0.00	96.76	49
04-5-0933-0203 T.M.R.S.	5,327	5,327	380.99	4,951.85	0.00	92.95	375
04-5-0933-0205 HEALTH INSURANCE	21,776	21,776	1,905.44	22,021.44	0.00	101.13 (	245)
04-5-0933-0206 WORKERS COMPENSATION	4,402	4,402	216.32	2,883.29	0.00	65.50	1,519
04-5-0933-0207 UNEMPLOYMENT	1,080	1,080	41.58	293.58	0.00	27.18	786
TOTAL BENEFITS:	40,514	40,514	3,148.35	37,822.39	0.00	93.36	2,692
MATERIALS AND SUPPLIES:							
04-5-0933-0301 OFFICE SUPPLIES	200	200	0.00	860.76	0.00	430.38 (	661)
04-5-0933-0302 POSTAGE CHARGES	250	250	0.00	0.00	0.00	0.00	250
04-5-0933-0304 CHEMICALS	400	400	0.00	151.00	0.00	37.75	249
04-5-0933-0306 UNIFORMS	1,500	1,500	176.24	2,343.82	0.00	156.25 (	844)
04-5-0933-0307 SMALL TOOLS & EQUIPMENT	6,000	6,000	0.00	1,453.47 (	0.02)	24.22	4,547
04-5-0933-0309 JANITORIAL SUPPLIES	400	400	0.00	0.00	0.00	0.00	400
04-5-0933-0384 OFFICE FIXTURES & EQUIPM	1,000	1,000	0.00	0.00	0.00	0.00	1,000
TOTAL MATERIALS AND SUPPLIES:	9,750	9,750	176.24	4,809.05(	0.02)	49.32	4,941
CONTRACTED SERVICES:							
04-5-0933-0402 COMMUNICATIONS	0	0	151.96	303.92	0.00	0.00 (	304)
04-5-0933-0403 PROFESSIONAL SERVICES	7,500	7,500	0.00	0.00	0.00	0.00	7,500
TOTAL CONTRACTED SERVICES:	7,500	7,500	151.96	303.92	0.00	4.05	7,196
OTHER EXPENSES:							
04-5-0933-0501 DUES/SUBSRIPTIONS/MEMBER	300	300	0.00	0.00	0.00	0.00	300
04-5-0933-0502 TRAVEL/TRAINING/PER DIEM	1,200	1,200	0.00	0.00	0.00	0.00	1,200
04-5-0933-0506 MANITENANCE & REPAIRS-VE	13,000	13,000	6,590.54	8,478.61	0.00	65.22	4,521
04-5-0933-0512 EMPLOYEE EXPENSES	2,000	2,000	0.00	0.00	0.00	0.00	2,000
04-5-0933-0527 UTILITY SYSTEM REPAIRS	42,000	42,000	3,068.40	27,696.24	0.00	65.94	14,304
04-5-0933-0556 EXPENDABLE/SAFETY EQUIPM	2,000	2,000	13.50	905.17	0.00	45.26	1,095
04-5-0933-0570 FUELS & LUBRICANTS	13,000	13,000	2,468.63	10,773.45	0.00	82.87	2,227
TOTAL OTHER EXPENSES:	73,500	73,500	12,141.07	47,853.47	0.00	65.11	25,647

04 -WATER PRODUCTION
METER READER OPERATIONS % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
CAPITAL OUTLAY:							
04-5-0933-0711 VEHICLES	0	0	(155,028.00)	0.00	0.00	0.00	0
TOTAL CAPITAL OUTLAY:	0	0	(155,028.00)	0.00	0.00	0.00	0
TOTAL METER READER OPERATIONS	234,908	234,908	(131,440.36)	192,106.78(	0.02)	81.78	42,801

04 -WATER PRODUCTION
WATER PLANT #2 % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
04-5-0934-0101 SALARIES-FULL TIME	205,240	205,240	16,667.99	232,562.62	0.00	113.31	(27,323)
04-5-0934-0103 OVERTIME	20,000	20,000	608.26	9,500.48	0.00	47.50	10,500
04-5-0934-0105 LONGEVITY	1,200	1,200	88.64	987.77	0.00	82.31	212
04-5-0934-0106 INCENTIVES	10,000	10,000	92.30	1,199.90	0.00	12.00	8,800
TOTAL PERSONNEL SERVICES:	236,440	236,440	17,457.19	244,250.77	0.00	103.30	(7,811)
BENEFITS:							
04-5-0934-0201 FICA	14,659	14,659	1,078.34	15,096.21	0.00	102.98	(437)
04-5-0934-0202 MEDICARE	3,428	3,428	252.21	3,530.59	0.00	102.98	(102)
04-5-0934-0203 T.M.R.S.	12,153	12,153	834.44	11,964.65	0.00	98.45	188
04-5-0934-0205 HEALTH INSURANCE	38,108	38,108	3,334.52	43,551.09	0.00	114.28	(5,443)
04-5-0934-0206 WORKERS COMP	9,365	9,365	381.23	5,684.44	0.00	60.70	3,681
04-5-0934-0207 UNEMPLOYMENT	1,890	1,890	0.00	535.36	0.00	28.33	1,355
TOTAL BENEFITS:	79,604	79,604	5,880.74	80,362.34	0.00	100.95	(758)
MATERIALS AND SUPPLIES:							
04-5-0934-0301 OFFICE SUPPLIES	1,000	1,000	0.00	1,540.19	0.00	154.02	(540)
04-5-0934-0302 POSTAGE	200	200	0.00	0.00	0.00	0.00	200
04-5-0934-0304 CHEMICALS	570,000	570,000	36,224.66	522,168.55	0.02	91.61	47,831
04-5-0934-0306 UNIFORMS	2,900	2,900	223.86	3,363.52	0.00	115.98	(464)
04-5-0934-0307 SMALL TOOLS & EQUIPMENT	3,000	3,000	5,667.73	9,962.52	0.00	332.08	(6,963)
04-5-0934-0309 JANITORIAL SUPPLIES	2,500	12,500	0.00	2,924.59	0.00	23.40	9,575
04-5-0934-0310 LABORATORY SUPPLIES	15,500	15,500	1,077.89	28,086.42	0.00	181.20	(12,586)
TOTAL MATERIALS AND SUPPLIES:	595,100	605,100	43,194.14	568,045.79	0.02	93.88	37,054
CONTRACTED SERVICES:							
04-5-0934-0403 PROFESSIONAL SERVICES	60,000	50,000	4,846.32	38,230.83	0.00	76.46	11,769
04-5-0934-0409 PRINTING/FORMS/ADVERT	1,000	1,000	0.00	204.95	0.00	20.50	795
04-5-0934-0416 INSPECTION & STUDY FEES	2,600	2,600	0.00	52.50	0.00	2.02	2,548
04-5-0934-0421 WATER PURCHASES	136,000	136,000	36,221.41	265,352.93	0.00	195.11	(129,353)
04-5-0934-0430 SLUDGE DISPOSAL	26,000	26,000	0.00	33,750.00	0.00	129.81	(7,750)
TOTAL CONTRACTED SERVICES:	225,600	215,600	41,067.73	337,591.21	0.00	156.58	(121,991)
OTHER EXPENSES:							
04-5-0934-0501 DUES/SUBS/MEMBERSHIPS	9,000	9,000	0.00	6,794.15	0.00	75.49	2,206
04-5-0934-0502 TRAVEL/TRAINING/PERDIEM	6,000	6,000	0.00	2,246.88	0.00	37.45	3,753
04-5-0934-0506 MAINT & REPAIRS-VEHICLES	3,000	5,500	219.98	5,903.14	0.00	107.33	(403)
04-5-0934-0507 MAINT & REPAIRS-BLDGS	2,500	2,500	5,000.00	6,506.90	0.00	260.28	(4,007)
04-5-0934-0508 MAINT & REPAIRS-MACH&EQU	7,500	7,500	0.00	2,385.64	0.00	31.81	5,114
04-5-0934-0512 EMPLOYEE EXPENSES	2,000	2,000	0.00	693.95	0.00	34.70	1,306
04-5-0934-0527 UTILITY SYSTEM REPAIRS	90,000	87,500	12,690.16	92,748.68	0.00	106.00	(5,249)

04 -WATER PRODUCTION
WATER PLANT #2 % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
04-5-0934-0556 EXPENDABLE SAFETY EQUIP	2,000	2,000	84.60	1,743.59	0.00	87.18	256
04-5-0934-0570 FUELS & LUBRICANTS	14,000	14,000	117.12	2,771.40	0.00	19.80	11,229
TOTAL OTHER EXPENSES:	136,000	136,000	18,111.86	121,794.33	0.00	89.55	14,206
CAPITAL OUTLAY:							
TOTAL WATER PLANT #2	1,272,744	1,272,744	125,711.66	1,352,044.44	0.02	106.23	(79,301)
TOTAL EXPENDITURES	4,413,966	4,413,966	(549,448.00)	3,919,026.44	0.00	88.79	494,940

City of San Benito
Wastewater Treatment Fund
Statement of Net Position
As of September 30, 2025

	September 30, 2025	September 30, 2024
CURRENT ASSETS		
Cash and cash equivalents	$ 1,228,967	$ 614,306
Investments Texpool	-	-
Receivables (less allowance for uncollectible accts)	54,440	23,305
Receivables - other	-	-
Due from other funds	8,391	8,391
Total current assets	1,291,798	646,002
RESTRICTED ASSETS		
Investments, at cost		
Southside	51,272	37,492
Reverves(R&R, O&M etc)	114,065	109,136
Total restricted assets	165,337	146,628
FIXED ASSETS-NET		
Deferred development costs	-	-
Bond issue costs, net	1,186,667	1,186,667
Land, plant and equipment (net)	18,574,695	18,935,632
Total capital assets	19,761,362	20,122,299
Total assets	$ 21,218,497	$ 20,914,929
CURRENT LIABILITIES		
Accounts payable	$ 70,741	$ 53,493
Due to other funds	1,249,961	1,137,059
Accrued liabilities	734,833	730,653
Total current liabilities	2,055,536	1,921,205
CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS		
Accrued interest payable(net of unamortized discounts)	50,585	50,585
Deferred Revenue	-	-
Total current liabilities payable from restricted assets	50,585	50,585
NON-CURRENT LIABILITIES		
Revenue bonds payable (net of unamortized discounts)	6,825,073	7,839,130
Total liabilities	8,931,194	9,810,920
NET POSITION		
Net investment in capital assets	11,749,621	11,096,502
Restricted (reserved)	1,366,360	1,366,360
Reserved-retained earnings	485,216	485,216
Unrestricted (unreserved)	(1,313,895)	(1,844,069)
	12,287,303	11,104,009
Total liabilities and net position	$ 21,218,497	$ 20,914,929

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

05 -WASTEWATER TREATMENT

ACCOUNT#	TITLE		
ASSETS			
1-0126	INVESTMENT SOUTHSIDE	51,272.22	
1-0132	R&R RESERVE	29,545.95	
1-0133	O&M RESERVE	36,324.24	
1-0134	DEBT SERVICE RESERVE	48,194.38	
1-0150	CASH FUND 97 POOL	1,228,967.31	
1-0153	PREPAID BOND INSURANCE	24,793.61	
1-0200	ACCOUNTS RECEIVABLE	210,491.06	
1-0217	MISCELLANEOUS A/R	(540.00)	
1-0218	A/R OTHER	8,944.49	
1-0219	NOTES RECEIVABLE (HOOK-UPS)	500.70	
1-0220	ALLOWANCES FOR BAD DEBTS	(164,956.17)	
1-0401	DUE FROM GENERAL FUND	8,390.64	
1-0500	CONSTRUCTION IN PROGRESS	5,982,005.86	
1-0501	LAND	45,075.51	
1-0502	BUILDINGS	15,064,193.03	
1-0504	VEHICLES	406,972.57	
1-0505	MACHINERY & EQUIPMENT	1,155,482.23	
1-0507	COMPUTER EQUIPMENT	123,808.94	
1-0511	MAINS & SERVICE LINES	9,170,373.31	
1-0519	ALLOWANCE FOR DEPRECIATION	(14,320,832.26)	
1-0521	WETLANDS	947,615.42	
1-0535	DEFERRED CHARGE ON REFUNDING	1,141,806.71	
1-0536	DEFF. RESOURCE OUTFLOW-PENSION	20,066.93	
			21,218,496.68
	TOTAL ASSETS		21,218,496.68
LIABILITIES			
2-0200	A/P HELD IN FUND 97 POOL	70,741.24	
2-0201	ACCRUED ACCOUNTS PAYABLE	29,401.97	
2-0204	ACCRUED INTEREST PAYABLE	50,584.93	
2-0223	OTHER DEDUCTIONS	(1,279.42)	
2-0306	SALE OF SCRAP/DONATIONS	1,188.02	
2-0310	DEFFERED REVENUE	571,501.77	
2-0312	CAPITAL IMPROVEMENT FEES	6,490.00	
2-0401	DUE TO GENERAL FUND	84,858.52	
2-0404	DUE TO WATER PRODUCTION	929,321.98	
2-0406	DUE TO SANITATION	200,000.00	
2-0414	DUE TO PAYROLL	35,780.91	
2-0506	REVENUE BONDS '04 PAYABLE	(8.49)	
2-0507	REVENUE BONDS SERIES '05 PAYAB	(0.80)	
2-0513	G.O. SERIES 2013 REFUNDING	(5.93)	
2-0514	C.O. SERIES 2020 PAYABLE	2,111,616.00	
2-0519	REVENUE BONDS SERIES 2019	132,706.00	
2-0521	C.O. SERIES 2020 REFUNDING	4,580,766.34	
2-0599	COMPENSATED ABSENCES V & SL	82,913.45	
2-0600	NET PENSION LIABILITY	(42,439.08)	
2-0630	ENCUMBRANCE ACCOUNT	(81,743.04)	
2-0631	RESERVE FOR ENCUMBRANCES	81,743.04	
2-0632	PRIOR YR ENCUMBRANCE ACCT	79,773.33	
2-0633	PRIOR YR RESERVE FOR ENCUMB	(79,773.33)	

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

05 -WASTEWATER TREATMENT

ACCOUNT#	TITLE			
LIABILITIES - (CONTINUED)				
2-0701	DEFFERED RESOURCES TMRS PEN	87,056.30		
	TOTAL LIABILITIES		8,931,193.71	
EQUITY				
3-0701	RETAINED EARNINGS	6,479,408.58		
3-0705	RESERVE-R & R	173,630.50		
3-0710	RESERVE-O & M	154,660.06		
3-0715	RESERVE-DEBT SERVICE	1,037,545.44		
3-0725	RESERVE-CIP	524.33		
3-0750	RESERVE-RETAINED EARNINGS	485,216.19		
3-0850	CONTRIBUTION UTILITY	(126,935.20)		
3-0851	CONTRIBUTION COMM DEVELOP	424,573.09		
3-0854	CONTRIBUTION FED GOVERNMENT	2,441,873.10		
3-0855	CONTRIBUTIONS-OTHER GOVTS	100,199.50		
	TOTAL BEGINNING EQUITY	11,170,695.59		
	TOTAL REVENUE	4,026,146.62		
	TOTAL EXPENSES	2,909,539.24		
	TOTAL SURPLUS/(DEFICIT)	1,116,607.38		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		12,287,302.97	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			21,218,496.68

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2024

05 -WASTEWATER TREATMENT

ACCOUNT#	TITLE			
ASSETS				
1-0126	INVESTMENT SOUTHSIDE	37,491.93		
1-0132	R&R RESERVE	28,269.18		
1-0133	O&M RESERVE	34,754.57		
1-0134	DEBT SERVICE RESERVE	46,111.88		
1-0150	TRB CASH FUND 97 POOL	614,306.40		
1-0153	PREPAID BOND INSURANCE	24,793.61		
1-0200	ACCOUNTS RECEIVABLE	179,356.07		
1-0217	MISCELLANEOUS A/R	(540.00)		
1-0218	A/R OTHER	8,944.49		
1-0219	NOTES RECEIVABLE (HOOK-UPS)	500.70		
1-0220	ALLOWANCES FOR BAD DEBTS	(164,956.17)		
1-0401	DUE FROM GENERAL FUND	8,390.64		
1-0500	CONSTRUCTION IN PROGRESS	5,982,005.86		
1-0501	LAND	45,075.51		
1-0502	BUILDINGS	15,064,193.03		
1-0504	VEHICLES	406,972.57		
1-0505	MACHINERY & EQUIPMENT	999,867.87		
1-0507	COMPUTER EQUIPMENT	123,808.94		
1-0511	MAINS & SERVICE LINES	9,170,373.31		
1-0519	ALLOWANCE FOR DEPRECIATION	(13,804,280.84)		
1-0521	WETLANDS	947,615.42		
1-0535	DEFERRED CHARGE ON REFUNDING	1,141,806.71		
1-0536	DEFF. RESOURCE OUTFLOW-PENSION	20,066.93		
			20,914,928.61	
	TOTAL ASSETS			20,914,928.61
LIABILITIES				
2-0200	A/P HELD IN FUND 97 POOL	53,493.42		
2-0201	ACCRUED ACCOUNTS PAYABLE	29,401.97		
2-0204	ACCRUED INTEREST PAYABLE	50,584.93		
2-0223	OTHER DEDUCTIONS	(1,279.42)		
2-0306	SALE OF SCRAP/DONATIONS	1,188.02		
2-0310	DEFFERED REVENUE	571,501.77		
2-0312	CAPITAL IMPROVEMENT FEES	6,490.00		
2-0401	DUE TO GENERAL FUND	5,555.92		
2-0404	DUE TO WATER PRODUCTION	929,321.98		
2-0406	DUE TO SANITATION	200,000.00		
2-0414	DUE TO PAYROLL	2,180.85		
2-0506	REVENUE BONDS '04 PAYABLE	(8.49)		
2-0507	REVENUE BONDS SERIES '05 PAYAB	285,511.16		
2-0513	G.O. SERIES 2013 REFUNDING	54,412.61		
2-0514	C.O. SERIES 2020 PAYABLE	2,180,800.00		
2-0519	REVENUE BONDS SERIES 2019	149,206.00		
2-0521	C.O. SERIES 2020 REFUNDING	5,169,208.34		
2-0599	COMPENSATED ABSENCES V & SL	78,733.24		
2-0600	NET PENSION LIABILITY	(42,439.08)		
2-0630	ENCUMBRANCE ACCOUNT	(81,743.04)		
2-0631	RESERVE FOR ENCUMBRANCES	81,743.04		
2-0632	PRIOR YR ENCUMBRANCE ACCT	79,773.33		
2-0633	PRIOR YR RESERVE FOR ENCUMB	(79,773.33)		

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2024

05 -WASTEWATER TREATMENT

ACCOUNT#	TITLE			
LIABILITIES - (CONTINUED)				
2-0701	DEFFERED RESOURCES TMRS PEN	87,056.30		
	TOTAL LIABILITIES		9,810,919.52	
EQUITY				
3-0701	RETAINED EARNINGS	5,177,409.70		
3-0705	RESERVE-R & R	173,630.50		
3-0710	RESERVE-O & M	154,660.06		
3-0715	RESERVE-DEBT SERVICE	1,037,545.44		
3-0725	RESERVE-CIP	524.33		
3-0750	RESERVE-RETAINED EARNINGS	485,216.19		
3-0850	CONTRIBUTION UTILITY	(126,935.20)		
3-0851	CONTRIBUTION COMM DEVELOP	424,573.09		
3-0854	CONTRIBUTION FED GOVERNMENT	2,441,873.10		
3-0855	CONTRIBUTIONS-OTHER GOVTS	33,513.00		
	TOTAL BEGINNING EQUITY	9,802,010.21		
TOTAL REVENUE		4,044,574.25		
TOTAL EXPENSES		2,742,575.37		
	TOTAL SURPLUS/(DEFICIT)	1,301,998.88		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		11,104,009.09	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			20,914,928.61

City of San Benito
Wastewater Fund
Revenues, Expenses and Changes in Net Position
As of September 30, 2025

	Quarterly Actual	YTD Actual	Current Budget	Unencumbered Balance	% Used
Beginning Net Position	-	10,822,207	10,822,207		100.00%
Total Revenues	1,003,386	4,026,147	4,067,577	41,430	98.98%
Administration	(636,056)	1,151,224	1,757,356		
Waste Water Plant Operations	200,792	852,693	909,267		
Sewer Collections	181,480	895,959	929,097		
Total Expenses	(253,783)	2,899,877	3,595,720	0	80.65%
Total Increase (Decrease) Net Position	**1,257,169**	**1,126,270**	**471,857.00**	**41,430**	
Ending Net Position		11,948,477	11,294,064		
Debt Service Requirements (P&I):					
NADB 2005 405WSSR	-	290,794	290,794	0	
GO Series 2013 (Series 2004 & 2005 Refunding)	-	55,148	55,148	0	
CO Series 2019	3,318	23,920	23,920	0	
CO Series 2020 Rev	41,119	152,460	152,460	(0)	
GO Series 2020 (Series 2011 & 2015 Refunding)	32,186	661,641	661,641	(0)	
Agent Fees	413	1,011	5,000	3,989	
Total Debt Service	77,036	1,184,974	1,188,962	3,988	
Breakdown of Ending Net Position:					
120 Day Reserves		1,182,155	1,182,155		
R & R Reserve Fund		42,326	175,000		
O & M Reserve Fund		48,889	157,000		
Debt Service Reserve Fund		60,382	546,000		
Reserve-Capital Improvements		-	26,000		
Reserve-Retained Earnings		485,216	485,216		
Reserve-Bond Payments		1,184,974	1,188,962		
Working Capital		52,759	2,600,000		
Unreserved (LTAssets less LTLiab)		8,891,777	4,933,731		
Ending Net Position		11,948,477	11,294,064		

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

05 -WASTEWATER TREATMENT

% OF YEAR COMPLETED:100.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY							
CHARGES FOR SERVICES:	4,059,577	4,059,577	329,495.70	3,971,792.88	0.00	97.84	87,784
INTEREST:	8,000	8,000	3,033.76	54,353.74	0.00	679.42	(46,354)
TOTAL REVENUES	4,067,577	4,067,577	332,529.46	4,026,146.62	0.00	98.98	41,431
EXPENDITURE SUMMARY							
ADMINISTRATION	1,757,356	1,757,356	(927,082.57)	1,151,224.42	0.00	65.51	606,131
W/W PLANT OPERATIONS	909,267	909,267	54,369.11	852,693.46	0.00	93.78	56,573
SEWER COLLECTIONS OPER	929,097	929,097	(20,575.94)	895,958.80	0.00	96.43	33,138
TOTAL EXPENDITURES	3,595,719	3,595,719	(893,289.40)	2,899,876.68	0.00	80.65	695,842
REVENUE OVER/(UNDER) EXPENDITURES	471,859	471,859	1,225,818.86	1,126,269.94	0.00	238.69	(654,411)

05 -WASTEWATER TREATMENT

% OF YEAR COMPLETED:100.00

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
CHARGES FOR SERVICES:							
05-4-1817 WASTEWATER FEES	3,749,442	3,749,442	300,373.70	3,733,988.56	0.00	99.59	15,453
05-4-1819 PENALTIES	78,000	78,000	0.00	(2.85)	0.00	0.00	78,003
05-4-1820 TAP FEES	120,000	120,000	7,600.00	99,600.00	0.00	83.00	20,400
05-4-1821 SERVICE CHARGES	77,135	77,135	6,095.00	73,990.00	0.00	95.92	3,145
05-4-1825 CAPITAL IMPROVEMENT FEES	35,000	35,000	15,427.00	64,217.17	0.00	183.48	(29,217)
TOTAL CHARGES FOR SERVICES:	4,059,577	4,059,577	329,495.70	3,971,792.88	0.00	97.84	87,784
INTEREST:							
05-4-2201 INTEREST-TXPOOL	1,000	1,000	397.23	4,928.94	0.00	492.89	(3,929)
05-4-2202 INTEREST-NOW ACCOUNT	5,000	5,000	1,523.47	35,644.51	0.00	712.89	(30,645)
05-4-2203 INTEREST-SOUTHSIDE	2,000	2,000	1,113.06	13,780.29	0.00	689.01	(11,780)
TOTAL INTEREST:	8,000	8,000	3,033.76	54,353.74	0.00	679.42	(46,354)
MISCELLANEOUS INCOME:							
OTHER FINANCING SOURCES:							
TOTAL REVENUES	4,067,577	4,067,577	332,529.46	4,026,146.62	0.00	98.98	41,431

05 -WASTEWATER TREATMENT
ADMINISTRATION % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
05-5-0930-0101 SALARIES-FULL TIME	100,620	100,620	4,865.25	56,774.21	0.00	56.42	43,846
05-5-0930-0103 OVERTIME	2,212	2,212	98.90	2,247.10	0.00	101.57	(35)
05-5-0930-0105 LONGEVITY	288	288	12.94	167.87	0.00	58.29	120
05-5-0930-0106 INCENTIVES	1,400	1,400	0.00	0.00	0.00	0.00	1,400
05-5-0930-0110 CONTRACT LABOR	0	0	4,180.21	4,180.21	0.00	0.00	(4,180)
05-5-0930-0112 TEMPORARY ADDITIONAL PAY	0	0	0.00	1,007.14	0.00	0.00	(1,007)
TOTAL PERSONNEL SERVICES:	104,520	104,520	9,157.30	64,376.53	0.00	61.59	40,144
BENEFITS:							
05-5-0930-0201 FICA	6,393	6,393	308.60	3,731.62	0.00	58.37	2,662
05-5-0930-0202 MEDICARE	1,495	1,495	72.19	872.79	0.00	58.37	622
05-5-0930-0203 T.M.R.S.	5,372	5,372	218.87	2,821.37	0.00	52.52	2,551
05-5-0930-0205 HEALTH INSURANCE	21,776	21,776	796.56	8,905.98	0.00	40.90	12,870
05-5-0930-0206 WORKERS COMPENSATION	0	0	25.26	326.60	0.00	0.00	(327)
05-5-0930-0207 UNEMPLOYMENT	1,080	1,080	53.90	425.52	0.00	39.40	654
TOTAL BENEFITS:	36,117	36,117	1,475.38	17,083.88	0.00	47.30	19,033
MATERIALS AND SUPPLIES:							
05-5-0930-0301 OFFICE SUPPLIES	1,000	1,000	(40.32)	1,016.72	0.00	101.67	(17)
05-5-0930-0302 POSTAGE CHARGES	15,000	15,000	1,369.97	16,787.73	0.00	111.92	(1,788)
05-5-0930-0384 OFFICE FIXTURES/EQUIPMEN	2,000	2,000	0.00	0.00	0.00	0.00	2,000
TOTAL MATERIALS AND SUPPLIES:	18,000	18,000	1,329.65	17,804.45	0.00	98.91	196
CONTRACTED SERVICES:							
05-5-0930-0401 UTILITIES	250,000	250,000	22,087.50	234,948.22	0.00	93.98	15,052
05-5-0930-0402 COMMUNICATIONS	4,500	4,500	241.05	2,756.60	0.00	61.26	1,743
05-5-0930-0403 PROFESSIONAL SERVICES	15,000	15,000	187.03	8,858.29	0.00	59.06	6,142
05-5-0930-0405 AUDIT FEES	8,250	8,250	0.00	8,487.00	0.00	102.87	(237)
05-5-0930-0409 PRINTING/FORMS/ADVERTISI	5,000	5,000	0.00	60.00	0.00	1.20	4,940
05-5-0930-0412 ACCOUNTING SERVICES	34,005	34,005	2,833.75	34,005.00	0.00	100.00	0
05-5-0930-0413 PERSONNEL SERVICES - PW	30,000	30,000	2,500.00	30,000.00	0.00	100.00	0
TOTAL CONTRACTED SERVICES:	346,755	346,755	27,849.33	319,115.11	0.00	92.03	27,640
OTHER EXPENSES:							
05-5-0930-0501 DUES/SUBCRIPTIONS/MEMBER	300	300	0.00	0.00	0.00	0.00	300
05-5-0930-0502 TRAVEL/TRAINING/PER DIEM	1,500	1,500	0.00	0.00	0.00	0.00	1,500
05-5-0930-0503 INSURANCE COST	30,000	30,000	2,375.29	29,578.60	0.00	98.60	421
05-5-0930-0504 COMPUTER HARDWARE/SOFTWA	25,000	25,000	0.00	32,792.48	0.00	131.17	(7,792)
05-5-0930-0512 EMPLOYEE EXPENSES	500	500	0.00	211.96	0.00	42.39	288
05-5-0930-0522 BANK SERVICE CHARGES	500	500	0.00	0.00	0.00	0.00	500
05-5-0930-0523 BOARD MEETING EXPENSES	200	200	0.00	41.37	0.00	20.69	159

05 -WASTEWATER TREATMENT
ADMINISTRATION % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
05-5-0930-0580 BAD DEBT EXPENSE	5,000	5,000	0.00	0.00	0.00	0.00	5,000
TOTAL OTHER EXPENSES:	63,000	63,000	2,375.29	62,624.41	0.00	99.40	376
DEPRECIATION:							
05-5-0930-0601 DEPRECIATION EXPENSE	0	0	44,786.98	499,302.90	0.00	0.00	(499,303)
TOTAL DEPRECIATION:	0	0	44,786.98	499,302.90	0.00	0.00	(499,303)
CAPITAL OUTLAY:							
OTHER FINANCING USES:							
05-5-0930-0801 DEBT SERVICE - PRINCIPAL	1,014,057	1,014,057	(1,014,056.50)	0.00	0.00	0.00	1,014,057
05-5-0930-0802 DEBT SERVICE INTEREST	169,907	169,907	0.00	169,906.62	0.00	100.00	(0)
05-5-0930-0803 PAYING AGENT'S FEES	5,000	5,000	0.00	1,010.52	0.00	20.21	3,989
TOTAL OTHER FINANCING USES:	1,188,963	1,188,963	(1,014,056.50)	170,917.14	0.00	14.38	1,018,046
TOTAL ADMINISTRATION	1,757,356	1,757,356	(927,082.57)	1,151,224.42	0.00	65.51	606,131

05 -WASTEWATER TREATMENT
W/W PLANT OPERATIONS % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
05-5-0931-0101 SALARIES-FULL TIME	348,719	348,719	19,841.50	283,940.11	0.00	81.42	64,779
05-5-0931-0103 OVERTIME	14,000	14,000	1,294.18	25,546.29	0.00	182.47	(11,546)
05-5-0931-0105 LONGEVITY	3,456	3,456	256.61	3,282.40	0.00	94.98	174
05-5-0931-0106 INCENTIVES	10,000	10,000	212.36	2,760.68	0.00	27.61	7,239
TOTAL PERSONNEL SERVICES:	376,175	376,175	21,604.65	315,529.48	0.00	83.88	60,646
BENEFITS:							
05-5-0931-0201 FICA	23,323	23,323	1,329.23	19,452.64	0.00	83.41	3,870
05-5-0931-0202 MEDICARE	5,455	5,455	310.87	4,549.48	0.00	83.41	905
05-5-0931-0203 T.M.R.S.	19,335	19,335	1,032.72	15,474.18	0.00	80.03	3,861
05-5-0931-0205 HEALTH INSURANCE	43,552	43,552	3,334.52	36,739.98	0.00	84.36	6,812
05-5-0931-0206 WORKERS COMPENSATION	11,967	11,967	476.69	6,152.44	0.00	51.41	5,814
05-5-0931-0207 UNEMPLOYMENT	2,160	2,160	14.11	455.11	0.00	21.07	1,705
TOTAL BENEFITS:	105,792	105,792	6,498.14	82,823.83	0.00	78.29	22,968
MATERIALS AND SUPPLIES:							
05-5-0931-0301 OFFICE SUPPLIES	1,500	1,500	0.00	809.89	0.00	53.99	690
05-5-0931-0302 POSTAGE CHARGES	500	500	0.00	56.46	0.00	11.29	444
05-5-0931-0304 CHEMICALS	19,000	17,000	0.00	13,806.92	0.00	81.22	3,193
05-5-0931-0306 UNIFORMS	2,800	2,800	243.57	2,996.40	0.00	107.01	(196)
05-5-0931-0307 SMALL TOOLS & EQUIPMENT	5,000	5,000	(7,036.10)	2,969.28	0.00	59.39	2,031
05-5-0931-0309 JANITORIAL SUPPLIES	1,500	2,500	0.00	1,280.60	0.00	51.22	1,219
05-5-0931-0310 LABORATORY SUPPLIES	5,000	6,000	0.00	2,878.35	0.00	47.97	3,122
TOTAL MATERIALS AND SUPPLIES:	35,300	35,300	(6,792.53)	24,797.90	0.00	70.25	10,502
CONTRACTED SERVICES:							
05-5-0931-0403 PROFESSIONAL SERVICES	80,000	80,000	6,472.73	90,790.75	0.00	113.49	(10,791)
05-5-0931-0409 PRINTING/FORMS/ADVERTISI	200	200	0.00	0.00	0.00	0.00	200
05-5-0931-0416 INSPECTION & STUDY FEES	46,000	38,000	0.00	30,880.08	0.00	81.26	7,120
05-5-0931-0430 SLUDGE DISPOSAL	70,000	70,000	7,500.00	100,120.00	0.00	143.03	(30,120)
TOTAL CONTRACTED SERVICES:	196,200	188,200	13,972.73	221,790.83	0.00	117.85	(33,591)
OTHER EXPENSES:							
05-5-0931-0501 MEMBERSHIP/DUES/SUBSCRIP	600	600	0.00	111.00	0.00	18.50	489
05-5-0931-0502 TRAVEL/TRAINING/PER DIEM	5,500	5,500	0.00	3,847.00	0.00	69.95	1,653
05-5-0931-0504 COMPUTER HARDWARE/SOFTWA	1,000	1,000	0.00	0.00	0.00	0.00	1,000
05-5-0931-0506 MAINT & REPAIRS-VEHICLES	2,000	2,000	0.00	1,110.25	0.00	55.51	890
05-5-0931-0507 MAINT & REPAIRS-BUILDING	4,500	12,500	2,527.00	5,866.97	0.00	46.94	6,633
05-5-0931-0508 MAINT & REPAIRS-MACH & E	13,500	28,500	0.00	5,596.72	0.00	19.64	22,903
05-5-0931-0512 EMPLOYEE EXPENSES	3,000	3,000	0.00	992.12	0.00	33.07	2,008
05-5-0931-0527 UTILITY SYSTEM REPAIRS	150,000	135,000	11,588.19	113,406.29	0.00	84.00	21,594

05 -WASTEWATER TREATMENT
W/W PLANT OPERATIONS % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
05-5-0931-0556 EXPENDABLE/SAFETY EQUIPM	1,700	1,700	0.00	2,639.77	0.00	155.28	(940)
05-5-0931-0570 FUELS & LUBRICANTS	14,000	14,000	4,736.41	22,231.65	0.00	158.80	(8,232)
TOTAL OTHER EXPENSES:	195,800	203,800	18,851.60	155,801.77	0.00	76.45	47,998
DEPRECIATION:							
05-5-0931-0601 DEPRECIATION EXPENSE	0	0	234.52	17,248.52	0.00	0.00	(17,249)
TOTAL DEPRECIATION:	0	0	234.52	17,248.52	0.00	0.00	(17,249)
CAPITAL OUTLAY:							
05-5-0931-0711 VEHICLES	0	0	0.00	34,701.13	0.00	0.00	(34,701)
TOTAL CAPITAL OUTLAY:	0	0	0.00	34,701.13	0.00	0.00	(34,701)
OTHER FINANCING USES:							
TOTAL W/W PLANT OPERATIONS	909,267	909,267	54,369.11	852,693.46	0.00	93.78	56,573

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

05 -WASTEWATER TREATMENT
SEWER COLLECTIONS OPER % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
05-5-0932-0101 SALARIES- FULL TIME	380,600	380,600	18,905.92	219,381.05	0.00	57.64	161,218
05-5-0932-0103 OVERTIME	40,000	40,000	4,595.76	94,530.06	0.00	236.33	(54,530)
05-5-0932-0104 STANDBY	24,921	24,921	708.08	8,168.71	0.00	32.78	16,753
05-5-0932-0105 LONGEVITY	3,168	3,168	236.30	2,911.24	0.00	91.90	257
05-5-0932-0106 INCENTIVES	5,240	5,240	704.64	4,332.62	0.00	82.68	907
TOTAL PERSONNEL SERVICES:	453,929	453,929	25,150.70	329,323.68	0.00	72.55	124,605
BENEFITS:							
05-5-0932-0201 FICA	10,818	10,818	1,548.88	20,324.86	0.00	187.88	(9,507)
05-5-0932-0202 MEDICARE	18,730	18,730	362.25	4,753.39	0.00	25.38	13,977
05-5-0932-0203 T.M.R.S.	70,240	70,240	1,202.20	16,075.90	0.00	22.89	54,164
05-5-0932-0205 HEALTH INSURANCE	25,047	25,047	3,336.92	39,739.78	0.00	158.66	(14,693)
05-5-0932-0206 WORKERS COMPENSATION	2,253	2,253	642.58	8,541.39	0.00	379.20	(6,289)
05-5-0932-0207 UNEMPLOYMENT	3,780	3,780	124.34	967.65	0.00	25.60	2,812
TOTAL BENEFITS:	130,868	130,868	7,217.17	90,402.97	0.00	69.08	40,465
MATERIALS AND SUPPLIES:							
05-5-0932-0301 OFFICE SUPPLIES	500	500	0.00	0.00	0.00	0.00	500
05-5-0932-0304 CHEMICALS	10,500	10,500	0.00	5,087.26	0.00	48.45	5,413
05-5-0932-0306 UNIFORMS	4,000	4,000	663.69	4,514.07	0.00	112.85	(514)
05-5-0932-0307 SMALL TOOLS & EQUIPMENT	13,000	13,000	1,923.98	3,877.02	0.00	29.82	9,123
05-5-0932-0309 JANITORIAL SUPPLIES	1,500	1,500	0.00	992.80	0.00	66.19	507
TOTAL MATERIALS AND SUPPLIES:	29,500	29,500	2,587.67	14,471.15	0.00	49.05	15,029
CONTRACTED SERVICES:							
05-5-0932-0403 PROFESSIONAL SERVICES	30,000	30,000	0.00	21,035.00	0.00	70.12	8,965
05-5-0932-0416 INSPECTION & STUDY FEES	300	300	0.00	100.00	0.00	33.33	200
TOTAL CONTRACTED SERVICES:	30,300	30,300	0.00	21,135.00	0.00	69.75	9,165
OTHER EXPENSES:							
05-5-0932-0501 DUES/SUBSCRIPTIONS/MEMBE	1,000	1,000	71.30	866.33	0.00	86.63	134
05-5-0932-0502 TRAVEL/TRAINING/PER DIEM	6,000	6,000	0.00	2,610.05	0.00	43.50	3,390
05-5-0932-0506 MAINTENANCE & REPAIRS-VE	14,000	14,000	15.00	2,181.48	0.00	15.58	11,819
05-5-0932-0507 MAINTENANCE & REPAIRS-BL	5,000	5,000	0.00	902.43	0.00	18.05	4,098
05-5-0932-0508 MAINT & REPAIRS-MACH & E	30,000	30,000	1,362.45	18,186.52	0.00	60.62	11,813
05-5-0932-0512 EMPLOYEE EXPENSES	2,500	2,500	0.00	1,085.51	0.00	43.42	1,414
05-5-0932-0527 UTILITY SYSTEM REPAIRS	200,000	200,000	(61,292.99)	346,827.62	0.00	173.41	(146,828)
05-5-0932-0556 EXPENDABLE/SAFETY EQUIPM	6,000	6,000	1,824.20	3,791.58	0.00	63.19	2,208
05-5-0932-0570 FUELS & LUBRICANTS	20,000	20,000	2,488.56	15,874.48	0.00	79.37	4,126
TOTAL OTHER EXPENSES:	284,500	284,500	(55,531.48)	392,326.00	0.00	137.90	(107,826)

05 -WASTEWATER TREATMENT
SEWER COLLECTIONS OPER % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
CAPITAL OUTLAY:							
05-5-0932-0713 MACHINERY & HEAVY EQUIP	0	0	0.00	48,300.00	0.00	0.00	(48,300)
TOTAL CAPITAL OUTLAY:	0	0	0.00	48,300.00	0.00	0.00	(48,300)
TOTAL SEWER COLLECTIONS OPER	929,097	929,097	(20,575.94)	895,958.80	0.00	96.43	33,138
TOTAL EXPENDITURES	3,595,719	3,595,719	(893,289.40)	2,899,876.68	0.00	80.65	695,842

City of San Benito
Solid Waste Collection Fund
Statement of Net Position
As of September 30, 2025

	September 30, 2025	September 30, 2024
CURRENT ASSETS		
Cash and cash equivalents	1,079,807	1,138,798
Investments	2,288,987	2,189,315
Receivables (less allowance for uncollectible accounts	39,084	21,258
Due from other funds	200,000	200,000
Total current assets	3,607,879	3,549,371
FIXED ASSETS-NET		
Land, plant and equipment (net)	(0)	(0)
Total assets	3,607,878	3,549,371
CURRENT LIABILITIES		
Accounts payable	331,743	309,835
Due to other funds	7,237	453
Accrued liabilities	21,514	21,445
Total current liabilities	360,493	331,733
NET POSITION		
Net investment in capital assets	-	-
Restricted (reserved)	-	-
Unrestricted (unreserved)	3,247,385	3,217,639
	3,247,385	3,217,639
Total liabilities and net position	3,607,878	3,549,371

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

06 -SOLID WASTE COLLECTION

ACCOUNT#	TITLE			
ASSETS				
1-0115	INVESTMENT EAST WEST BANK CD	1,145,390.22		
1-0119	INVESTMENT VERITEX MONEY MARKE	1,143,597.27		
1-0150	CASH FUND 97 POOL	1,079,806.98		
1-0200	ACCOUNTS RECEIVABLE	193,541.18		
1-0214	SALES TAX RECEIVABLE	20,809.15		
1-0218	A/R OTHER	1,078.57		
1-0220	ALLOWANCES FOR BAD DEBTS	(162,664.09)		
1-0221	ALLOWANCE FOR BAD DEBT-STAX	(13,680.78)		
1-0405	DUE FROM WASTEWATER	200,000.00		
1-0504	VEHICLES	84,670.00		
1-0519	ALLOWANCE FOR DEPRECIATION	(84,670.04)		
			3,607,878.46	
	TOTAL ASSETS			3,607,878.46
LIABILITIES				
2-0200	A/P HELD IN FUND 97 POOL	331,742.69		
2-0214	GARBAGE SALES TAX	21,513.58		
2-0401	DUE TO GENERAL FUND	5,115.58		
2-0414	DUE TO PAYROLL	2,121.57		
2-0630	ENCUMBRANCE ACCOUNT	141.41		
2-0631	RESERVE FOR ENCUMBRANCES	(141.41)		
	TOTAL LIABILITIES		360,493.42	
EQUITY				
3-0701	RETAINED EARNINGS	3,206,677.92		
3-0801	CONTRIBUTION GENERAL FUND	40.74		
3-0854	CONTRIBUTION FED GOVERNMENT	10,920.00		
	TOTAL BEGINNING EQUITY	3,217,638.66		
	TOTAL REVENUE	4,080,842.34		
	TOTAL EXPENSES	4,051,095.96		
	TOTAL SURPLUS/(DEFICIT)	29,746.38		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		3,247,385.04	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			3,607,878.46

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2024

06 -SOLID WASTE COLLECTION

ACCOUNT#	TITLE			
ASSETS				
1-0115	INVESTMENT EAST WEST BANK CD	1,094,869.96		
1-0119	INVESTMENT VERITEX MONEY MARKE	1,094,444.94		
1-0150	TRB CASH FUND 97 POOL	1,138,797.87		
1-0200	ACCOUNTS RECEIVABLE	176,360.77		
1-0214	SALES TAX RECEIVABLE	20,164.01		
1-0218	A/R OTHER	1,078.57		
1-0220	ALLOWANCES FOR BAD DEBTS	(162,664.09)		
1-0221	ALLOWANCE FOR BAD DEBT-STAX	(13,680.78)		
1-0405	DUE FROM WASTEWATER	200,000.00		
1-0504	VEHICLES	84,670.00		
1-0519	ALLOWANCE FOR DEPRECIATION	(84,670.04)		
			3,549,371.21	
	TOTAL ASSETS			3,549,371.21
LIABILITIES				
2-0200	A/P HELD IN FUND 97 POOL	309,834.51		
2-0214	GARBAGE SALES TAX	21,444.64		
2-0401	DUE TO GENERAL FUND	347.14		
2-0414	DUE TO PAYROLL	106.26		
2-0630	ENCUMBRANCE ACCOUNT	141.41		
2-0631	RESERVE FOR ENCUMBRANCES	(141.41)		
	TOTAL LIABILITIES		331,732.55	
EQUITY				
3-0701	RETAINED EARNINGS	2,932,666.83		
3-0801	CONTRIBUTION GENERAL FUND	40.74		
3-0854	CONTRIBUTION FED GOVERNMENT	10,920.00		
	TOTAL BEGINNING EQUITY	2,943,627.57		
	TOTAL REVENUE	4,163,197.05		
	TOTAL EXPENSES	3,889,185.96		
	TOTAL SURPLUS/(DEFICIT)	274,011.09		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		3,217,638.66	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			3,549,371.21

City of San Benito
Solid Waste Collection
Revenues, Expenses and Changes in Net Position
As of September 30, 2025

	Current Budget	Quarterly Actual	YTD Actual	Unencumbered Balance	% Used 100.00%
Beginning Net Position	3,244,641		3,244,641		
Total Revenues	4,220,647	$ 1,010,593	4,080,842	139,805	96.69%
Personnel Services	68,024	11,145	42,826	25,198	62.96%
Benefits	19,142	2,838	11,853	7,289	61.92%
Materials/Supplies	17,700	4,766	17,805	(251)	100.59%
Contracted Services	3,951,465	1,004,575	3,975,589	(24,124)	100.61%
Other Expenses	95,200	4	2,275	92,925	2.39%
Total Expenses	4,151,531	1,023,329	4,050,348	101,037	97.56%
Operating income / (loss)	69,116	**(12,736)**	**30,495**	38,768	
Transfer out	-	-	-	-	
Subtotal Inc(Dec) Net Position	69,116	$ (12,736)	30,495		
Ending Net Position	$ 3,313,757		$ 3,275,136		

06 -SOLID WASTE COLLECTION

% OF YEAR COMPLETED:100.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY							
CHARGES FOR SERVICES:	4,148,411	4,148,411	327,140.52	3,929,133.59	0.00	94.71	219,277
INTEREST REVENUE:	71,320	71,320	9,080.41	150,633.63	0.00	211.21	(79,314)
MISCELLANEOUS INCOME:	916	916	107.49	1,075.12	0.00	117.36	(159)
TOTAL REVENUES	4,220,647	4,220,647	336,328.42	4,080,842.34	0.00	96.69	139,804
EXPENDITURE SUMMARY							
SOLID WASTE COLLECTION	4,151,531	4,151,531	343,085.44	4,050,347.52	0.00	97.56	101,184
TOTAL EXPENDITURES	4,151,531	4,151,531	343,085.44	4,050,347.52	0.00	97.56	101,184
REVENUE OVER/(UNDER) EXPENDITURES	69,115	69,115	(6,757.02)	30,494.82	0.00	44.12	38,621

06 -SOLID WASTE COLLECTION

% OF YEAR COMPLETED:100.00

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
CHARGES FOR SERVICES:							
06-4-1818 REFUSE COLLECTION	3,858,411	3,858,411	309,422.85	3,716,515.35	0.00	96.32	141,896
06-4-1819 PENALTIES	70,000	70,000	0.00	(1.58)	0.00	0.00	70,002
06-4-1822 INFRASTRUCTURE & ILLEGAL DUMP	220,000	220,000	17,717.67	212,619.82	0.00	96.65	7,380
TOTAL CHARGES FOR SERVICES:	4,148,411	4,148,411	327,140.52	3,929,133.59	0.00	94.71	219,277
INTEREST REVENUE:							
06-4-2202 INTEREST-NOW ACCOUNT	18,941	18,941	1,357.63	50,961.04	0.00	269.05	(32,020)
06-4-2203 INTEREST TX POOL	110	110	0.00	0.00	0.00	0.00	110
06-4-2206 OTHER REVENUE	2,268	2,268	0.00	0.00	0.00	0.00	2,268
06-4-2207 INTEREST-EAST WEST BANK	0	0	3,903.12	50,520.26	0.00	0.00	(50,520)
06-4-2210 INTEREST TX REGIONAL	50,000	50,000	0.00	0.00	0.00	0.00	50,000
06-4-2212 INTEREST-VERITEX MONEY MARKE	0	0	3,819.66	49,152.33	0.00	0.00	(49,152)
TOTAL INTEREST REVENUE:	71,320	71,320	9,080.41	150,633.63	0.00	211.21	(79,314)
MISCELLANEOUS INCOME:							
06-4-2406 OTHER REVENUE	916	916	107.49	1,075.12	0.00	117.36	(159)
TOTAL MISCELLANEOUS INCOME:	916	916	107.49	1,075.12	0.00	117.36	(159)
OTHER FINANCING SOURCES:							
TOTAL REVENUES	4,220,647	4,220,647	336,328.42	4,080,842.34	0.00	96.69	139,804

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

06 -SOLID WASTE COLLECTION
SOLID WASTE COLLECTION % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
06-5-0911-0101 SALARIES-FULL TIME	67,016	67,016	3,049.50	40,959.49	0.00	61.12	26,057
06-5-0911-0103 OVERTIME	0	0	101.93	1,011.46	0.00	0.00	(1,011)
06-5-0911-0105 LONGEVITY	1,008	1,008	66.46	854.73	0.00	84.79	153
TOTAL PERSONNEL SERVICES:	68,024	68,024	3,217.89	42,825.68	0.00	62.96	25,199
BENEFITS:							
06-5-0911-0201 FICA	4,218	4,218	199.51	2,655.15	0.00	62.96	1,562
06-5-0911-0202 MEDICARE	0	0	46.66	620.93	0.00	0.00	(621)
06-5-0911-0203 T.M.R.S.	3,496	3,496	153.82	2,087.30	0.00	59.70	1,409
06-5-0911-0205 HEALTH INSURANCE	10,888	10,888	476.36	6,261.28	0.00	57.51	4,627
06-5-0911-0206 WORKERS COMPENSATION	0	0	7.88	228.66	0.00	0.00	(229)
06-5-0911-0207 UNEMPLOYMENT	540	540	0.00	0.00	0.00	0.00	540
TOTAL BENEFITS:	19,142	19,142	884.23	11,853.32	0.00	61.92	7,289
MATERIALS AND SUPPLIES:							
06-5-0911-0301 OFFICE SUPPLIES	1,700	1,700	0.00	1,016.74	0.00	59.81	683
06-5-0911-0302 POSTAGE CHARGES	16,000	16,000	1,369.98	16,787.76	0.00	104.92	(788)
TOTAL MATERIALS AND SUPPLIES:	17,700	17,700	1,369.98	17,804.50	0.00	100.59	(105)
CONTRACTED SERVICES:							
06-5-0911-0403 PROFESSIONAL SERVICES	2,500	2,500	187.03	545.41	0.00	21.82	1,955
06-5-0911-0405 AUDIT FEES	4,565	4,565	0.00	4,551.00	0.00	99.69	14
06-5-0911-0409 PRINTING/FORMS/ADVERTISI	5,000	5,000	0.00	60.00	0.00	1.20	4,940
06-5-0911-0412 ACCOUNTING SERVICES	8,100	8,100	675.00	8,100.00	0.00	100.00	0
06-5-0911-0414 MANAGERIAL SERVICES	63,000	63,000	5,250.00	63,000.00	0.00	100.00	0
06-5-0911-0415 DATA PROCESSING SERVICES	8,300	8,300	691.67	8,300.04	0.00	100.00	(0)
06-5-0911-0418 CONTRACT SERVICES	3,845,000	3,845,000	330,808.17	3,887,787.98	0.00	101.11	(42,788)
06-5-0911-0420 TIRE DISPOSAL	15,000	15,000	0.00	3,245.00	0.00	21.63	11,755
TOTAL CONTRACTED SERVICES:	3,951,465	3,951,465	337,611.87	3,975,589.43	0.00	100.61	(24,124)
OTHER EXPENSES:							
06-5-0911-0501 MEMBERSHIPS/DUES/SUBSCRI	200	200	0.00	0.00	0.00	0.00	200
06-5-0911-0503 INSURANCE COST	0	0	1.47	24.99	0.00	0.00	(25)
06-5-0911-0522 BANK SERVICE CHARGES	2,000	2,000	0.00	2,249.60	0.00	112.48	(250)
06-5-0911-0528 PROUD PROJECTS	2,500	2,500	0.00	0.00	0.00	0.00	2,500
06-5-0911-0532 INFRASTRUCTURE REP & ILL	80,000	80,000	0.00	0.00	0.00	0.00	80,000
06-5-0911-0580 BAD DEBT EXPENSE	10,500	10,500	0.00	0.00	0.00	0.00	10,500
TOTAL OTHER EXPENSES:	95,200	95,200	1.47	2,274.59	0.00	2.39	92,925

06 -SOLID WASTE COLLECTION
SOLID WASTE COLLECTION % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
DEPRECIATION:							
OTHER FINANCING USES:							
TOTAL SOLID WASTE COLLECTION	4,151,531	4,151,531	343,085.44	4,050,347.52	0.00	97.56	101,184
TOTAL EXPENDITURES	4,151,531	4,151,531	343,085.44	4,050,347.52	0.00	97.56	101,184

DEBT SERVICE FUND

QUARTERLY FINANCIALS

JULY-SEPTEMBER 2025

City of San Benito
Debt Service Fund
Balance Sheet
As of September 30, 2025

	September 30, 2025	September 30, 2024
CURRENT ASSETS		
Cash and cash equivalents	$ 1,628,722	$ 1,300,026
Investments		-
Receivables(less allowance for uncollectible accts)	74,484	85,043
Due from other funds		-
Total current assets	$ 1,703,206	$ 1,385,069
CURRENT LIABILITIES		
Accounts payable	$ -	$ -
Deferred Tax Revenue	58,163	85,153
Due to other funds	-	-
Total current liabilities	58,163	85,153
FUND BALANCE		
Fund balance, beginning	1,299,916	782,782
Net change in fund balance	345,127	517,135
Fund balance, ending	1,645,043	1,299,916
Total liabilities and fund balance	$ 1,703,206	$ 1,385,069

CITY OF SAN BENITO

BALANCE SHEET

AS OF: SEPTEMBER 30TH, 2025

11 -DEBT SERVICE

ACCOUNT#	TITLE			
ASSETS				
1-0150	TRB CASH FUND 96 POOL	1,628,721.82		
1-0311	PROPERTY TAXES RECEIVABLE	77,668.32		
1-0312	ALLOW UNCOLL DELINQUENT TAXES	(3,183.91)		
			1,703,206.23	
	TOTAL ASSETS			1,703,206.23
LIABILITIES				
2-0311	DEFERRED TAX REVENUE	58,163.25		
	TOTAL LIABILITIES		58,163.25	
EQUITY				
3-0700	FUND BALANCE	1,299,916.22		
	TOTAL BEGINNING EQUITY	1,299,916.22		
	TOTAL REVENUE	616,179.25		
	TOTAL EXPENSES	271,052.49		
	TOTAL SURPLUS/(DEFICIT)	345,126.76		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		1,645,042.98	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			1,703,206.23

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2024

11 -DEBT SERVICE

ACCOUNT#	TITLE			
ASSETS				
1-0150	TRB CASH FUND 96 POOL	1,300,026.35		
1-0311	PROPERTY TAXES RECEIVABLE	95,618.94		
1-0312	ALLOW UNCOLL DELINQUENT TAXES	(10,576.18)		
			1,385,069.11	
	TOTAL ASSETS			1,385,069.11
LIABILITIES				
2-0311	DEFERRED TAX REVENUE	85,152.89		
	TOTAL LIABILITIES		85,152.89	
EQUITY				
3-0700	FUND BALANCE	782,781.62		
	TOTAL BEGINNING EQUITY	782,781.62		
	TOTAL REVENUE	787,605.10		
	TOTAL EXPENSES	270,470.50		
	TOTAL SURPLUS/(DEFICIT)	517,134.60		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		1,299,916.22	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			1,385,069.11

Debt Service Fund
Revenues, Expenditures and Changes in Fund Balance
As of September 30, 2025

	Current Budget	Quarterly Actual	YTD Actual	Unencumbered Balance	% Used 100.00%
Beginning Fund Balance			$ 1,690,425		
Total Revenues	$ 766,647	$ 23,189	616,179	$ 150,468	80.37%
Other Financing Uses:					
Debt Service	435,352	16,910	271,052	164,300	
Total Expenses	435,352	16,910	271,052	164,300	62.26%
Net change in fund balance	$ 331,295	$ 6,279	$ 345,127	$ (13,832)	104.18%
Estimated Ending Fund Balance			$ 2,035,552		

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2025

11 -DEBT SERVICE

% OF YEAR COMPLETED:100.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY							
PROPERTY TAXES:	753,790	753,790	2,635.66	555,787.12	0.00	73.73	198,003
INTEREST EARNINGS:	12,857	12,857	1,899.68	60,392.13	0.00	469.72	(47,535)
TOTAL REVENUES	766,647	766,647	4,535.34	616,179.25	0.00	80.37	150,468
EXPENDITURE SUMMARY							
DEBT SERVICE	435,352	435,352	0.00	271,052.49	0.00	62.26	164,299
TOTAL EXPENDITURES	435,352	435,352	0.00	271,052.49	0.00	62.26	164,299
REVENUE OVER/(UNDER) EXPENDITURES	331,295	331,295	4,535.34	345,126.76	0.00	104.17	(13,831)

11 -DEBT SERVICE

% OF YEAR COMPLETED:100.00

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PROPERTY TAXES:							
11-4-1001 CURRENT PROPERTY TAX	733,269	733,269	1,764.43	509,805.33	0.00	69.53	223,464
11-4-1003 DELINQUENT TAX REVENUE	20,757	20,757	(301.41)	37,494.14	0.00	180.64	(16,738)
11-4-1005 PENALTY & INTEREST-DELQ. TAXE	17,035	17,035	1,172.64	19,288.25	0.00	113.23	(2,253)
11-4-1006 DISCOUNTS IN TAXES	(17,271)	(17,271)	0.00	(10,800.60)	0.00	62.54	(6,470)
TOTAL PROPERTY TAXES:	753,790	753,790	2,635.66	555,787.12	0.00	73.73	198,003
INTEREST EARNINGS:							
11-4-2202 INTEREST-NOW ACCOUNT	12,857	12,857	1,899.68	60,392.13	0.00	469.72	(47,535)
TOTAL INTEREST EARNINGS:	12,857	12,857	1,899.68	60,392.13	0.00	469.72	(47,535)
MISCELLANEOUS INCOME:							
OTHER FINANCING SOURCES:							
TOTAL REVENUES	766,647	766,647	4,535.34	616,179.25	0.00	80.37	150,468

11 -DEBT SERVICE
DEBT SERVICE % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
BENEFITS:							
OTHER FINANCING USES:							
11-5-0710-0801 DEBT SERVICE PRINCIPAL	397,761	397,761	0.00	235,000.00	0.00	59.08	162,761
11-5-0710-0802 DEBT SERVICE INTEREST	37,591	37,591	0.00	36,052.49	0.00	95.91	1,538
TOTAL OTHER FINANCING USES:	435,352	435,352	0.00	271,052.49	0.00	62.26	164,299
TOTAL DEBT SERVICE	435,352	435,352	0.00	271,052.49	0.00	62.26	164,299
TOTAL EXPENDITURES	435,352	435,352	0.00	271,052.49	0.00	62.26	164,299



EDC

QUARTERLY FINANCIALS

JULY-SEPTEMBER 2025

City of San Benito
Economic Development Corporation
Balance Sheet
As of September 30, 2025

ASSETS	**September 30, 2025**	**September 30, 2024**
Cash and cash equivalents:		
EDC Cash in Bank	$ 5,272,160	$ 6,168,928
Sales Tax Receivable	333,085	306,020
Accounts Receivable - Employees	1,586	333
Accounts Receivable - Emergency Loan	-	6,945
Accounts Receivable	-	1,253
Due From Other Funds	111	-
TOTAL ASSETS	5,606,942	$ 6,483,478
LIABILITIES		
Accounts Payable	$ 69,391	$ 13,442
Deferred Revenue	272,400	-
Due to other funds	179,450	14,926
TOTAL LIABILITIES	521,242	28,368
FUND BALANCE		
Restricted for:		
USDA Local Match	-	-
Assigned for:		
Comp Plan Land Use Study	-	-
Tax Increment Reinv Zone	-	-
Woodmont	-	-
JOYT	-	-
3-Month Operating Expenses	784,089	343,169
Unassigned Fund Balance	5,671,021	4,990,583
Current Period Surplus/(Deficit)	(1,369,410)	1,121,359
TOTAL FUND BALANCE	5,085,700	6,455,110
TOTAL LIABILITIES and FUND BALANCE	$ 5,606,942	$ 6,483,478

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

12 -ECONOMIC DEVELOP. CORP

ACCOUNT#	TITLE			
ASSETS				
1-0150	LNB CASH EDC	5,272,160.12		
1-0200	ACCOUNTS RECEIVABLE	1,586.17		
1-0201	A/R SALES TAX	333,084.86		
1-0401	DUE FROM GENERAL FUND	110.89		
			5,606,942.04	
	TOTAL ASSETS			5,606,942.04
LIABILITIES				
2-0200	ACCOUNTS PAYABLE	68,691.36		
2-0206	OUTSTANDING CHECKS PAYABLE	700.00		
2-0310	DEFERRED EVENT REVENUE	272,400.00		
2-0401	DUE TO GENERAL FUND	138,050.03		
2-0404	DUE TO WATER PRODUCTION	41,400.21		
	TOTAL LIABILITIES		521,241.60	
EQUITY				
3-0700	FUND BALANCE	6,455,110.38		
	TOTAL BEGINNING EQUITY	6,455,110.38		
	TOTAL REVENUE	2,170,990.80		
	TOTAL EXPENSES	3,540,400.74		
	TOTAL SURPLUS/(DEFICIT)	(1,369,409.94)		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		5,085,700.44	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			5,606,942.04

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2024

12 -ECONOMIC DEVELOP. CORP

ACCOUNT#	TITLE			
ASSETS				
1-0150	TRB CASH EDC	6,168,927.69		
1-0200	ACCOUNTS RECEIVABLE	8,530.42		
1-0201	A/R SALES TAX	306,020.27		
			6,483,478.38	
	TOTAL ASSETS			6,483,478.38
LIABILITIES				
2-0200	ACCOUNTS PAYABLE	12,742.31		
2-0206	OUTSTANDING CHECKS PAYABLE	700.00		
2-0401	DUE TO GENERAL FUND	14,925.69		
	TOTAL LIABILITIES		28,368.00	
EQUITY				
3-0700	FUND BALANCE	5,333,751.81		
	TOTAL BEGINNING EQUITY	5,333,751.81		
	TOTAL REVENUE	2,150,865.82		
	TOTAL EXPENSES	1,029,507.25		
	TOTAL SURPLUS/(DEFICIT)	1,121,358.57		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		6,455,110.38	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			6,483,478.38

City of San Benito
Economic Development Corporation
Revenue & Expenditure Summary
As of September 30, 2025

	Current Budget	Quarterly Actual	YTD Actual	YTD Encumbered	Unencumbered Balance	% Used 100%
BEGINNING FUND BALANCE	$ 6,455,110		$ 6,455,110			
REVENUE SUMMARY						
Non-property taxes	1,794,000	517,488	1,911,559	-	(117,559)	106.55%
Interest	75,000	55,896	256,973	-	(181,973)	342.63%
Miscellaneous income	-		2,459	-	(2,459)	0.00%
Total Revenues	1,869,000	573,384	2,170,991	-	(301,991)	116.16%
EXPENDITURE SUMMARY						
Administration	2,456,258	1,356,627	3,539,274	-	(1,083,016)	144.09%
EDC board	34,000	846	1,127	-	32,873	3.32%
Total Expenditures	2,490,258	1,357,473	3,540,401	-	(1,050,143)	142.17%
Revenues Over (Under) Expenditures	$ (621,258)	$ (784,089)	$ (1,369,410)	$0	$748,152	
ENDING FUND BALANCE	$ 5,833,852		$ 5,085,700			

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

12 -ECONOMIC DEVELOP. CORP

% OF YEAR COMPLETED:100.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY							
NON-PROPERTY TAXES:	1,794,000	1,794,000	174,582.71	1,911,558.77	0.00	106.55	(117,559)
INTEREST:	75,000	75,000	18,443.96	256,973.49	0.00	342.63	(181,973)
MISCELLANEOUS INCOME:	0	0	(197,591.46)	2,458.54	0.00	0.00	(2,459)
TOTAL REVENUES	1,869,000	1,869,000	(4,564.79)	2,170,990.80	0.00	116.16	(301,991)
EXPENDITURE SUMMARY							
ADMINISTRATION	2,456,258	2,456,258	117,193.08	3,539,273.63	0.00	144.09	(1,083,016)
EDC BOARD	34,000	34,000	347.65	1,127.11	0.00	3.32	32,873
TOTAL EXPENDITURES	2,490,258	2,490,258	117,540.73	3,540,400.74	0.00	142.17	(1,050,143)
REVENUE OVER/(UNDER) EXPENDITURES	(621,258)	(621,258)	(122,105.52	(1,369,409.94)	0.00	220.43	748,152

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

12 -ECONOMIC DEVELOP. CORP

% OF YEAR COMPLETED:100.00

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
NON-PROPERTY TAXES:							
12-4-1202 SALES TAX REVENUE	1,794,000	1,794,000	174,582.71	1,911,558.77	0.00	106.55	(117,559)
TOTAL NON-PROPERTY TAXES:	1,794,000	1,794,000	174,582.71	1,911,558.77	0.00	106.55	(117,559)
FEES AND CHARGES:							
INTEREST:							
12-4-2202 INTEREST-NOW ACCT	75,000	75,000	18,443.96	256,973.49	0.00	342.63	(181,973)
TOTAL INTEREST:	75,000	75,000	18,443.96	256,973.49	0.00	342.63	(181,973)
MISCELLANEOUS INCOME:							
12-4-2400 INSURANCE PROCEEDS	0	0	(200,000.00)	0.00	0.00	0.00	0
12-4-2405 MISCELLANEOUS REVENUE	0	0	2,408.54	2,458.54	0.00	0.00	(2,459)
TOTAL MISCELLANEOUS INCOME:	0	0	(197,591.46)	2,458.54	0.00	0.00	(2,459)
OTHER FINANCING SOURCES:							
TOTAL REVENUES	1,869,000	1,869,000	(4,564.79)	2,170,990.80	0.00	116.16	(301,991)

12 -ECONOMIC DEVELOP. CORP
ADMINISTRATION % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
12-5-0101-0101 SALARIES-FULL TIME	200,500	200,500	33,447.36	201,896.45	0.00	100.70	(1,396)
12-5-0101-0103 OVERTIME	0	0	0.00	2,401.15	0.00	0.00	(2,401)
12-5-0101-0105 LONGEVITY	0	0	16.65	61.05	0.00	0.00	(61)
12-5-0101-0110 CONTRACT LABOR	50,000	50,000	0.00	0.00	0.00	0.00	50,000
TOTAL PERSONNEL SERVICES:	250,500	250,500	33,464.01	204,358.65	0.00	81.58	46,141
BENEFITS:							
12-5-0101-0201 FICA	14,300	14,300	2,015.77	12,611.32	0.00	88.19	1,689
12-5-0101-0202 MEDICARE	3,550	3,550	471.40	2,949.35	0.00	83.08	601
12-5-0101-0203 I.R.A.	6,150	6,150	0.00	0.00	0.00	0.00	6,150
12-5-0101-0204 LIFE INS/SHORT TERM DIS	3,600	3,600	0.00	0.00	0.00	0.00	3,600
12-5-0101-0205 HEALTH INSURANCE	17,400	17,400	0.00	0.00	0.00	0.00	17,400
12-5-0101-0206 WORKERS COMPENSATION	1,150	1,150	0.00	0.00	0.00	0.00	1,150
12-5-0101-0207 UNEMPLOYMENT	1,080	1,080	0.00	0.00	0.00	0.00	1,080
TOTAL BENEFITS:	47,230	47,230	2,487.17	15,560.67	0.00	32.95	31,669
MATERIALS AND SUPPLIES:							
12-5-0101-0301 OFFICE SUPPLIES	6,000	6,000	10.22	10.22	0.00	0.17	5,990
12-5-0101-0302 POSTAGE CHARGES	250	250	2.96	83.03	0.00	33.21	167
12-5-0101-0303 BOOKS AND PERIODICALS	300	300	25.00	25.00	0.00	8.33	275
TOTAL MATERIALS AND SUPPLIES:	6,550	6,550	38.18	118.25	0.00	1.81	6,432
CONTRACTED SERVICES:							
12-5-0101-0401 UTILITIES	9,000	9,000	344.57	5,747.98	0.00	63.87	3,252
12-5-0101-0402 COMMUNICATIONS	17,130	17,130	1,484.61	11,703.03	0.00	68.32	5,427
12-5-0101-0403 LEGAL & ENG SERVICES	57,500	57,500	0.00	423,972.11	0.00	737.34	(366,472)
12-5-0101-0405 AUDIT FEES	5,900	5,900	0.00	5,900.00	0.00	100.00	0
12-5-0101-0406 PROFESSIONAL SERVICES-CO	15,074	15,074	3,991.89	330,465.31	0.00	2,192.29	(315,391)
12-5-0101-0407 PROMOTIONAL/MARKETING/AD	43,000	43,000	0.00	44,575.00	0.00	103.66	(1,575)
12-5-0101-0409 ADVERTISING (PROMOTIONS)	0	0	0.00	8,000.00	0.00	0.00	(8,000)
12-5-0101-0412 ACCOUNTING SERVICES	37,200	37,200	3,100.00	37,200.00	0.00	100.00	0
12-5-0101-0414 MANAGERIAL SERVICES	14,400	14,400	1,200.00	14,400.00	0.00	100.00	0
12-5-0101-0415 DATA PROCESSING SERVICES	2,400	2,400	200.00	2,400.00	0.00	100.00	0
12-5-0101-0420 PROGRAMS WORKFORCE/TRAIN	160,000	160,000	0.00	0.00	0.00	0.00	160,000
TOTAL CONTRACTED SERVICES:	361,604	361,604	10,321.07	884,363.43	0.00	244.57	(522,759)
OTHER EXPENSES:							
12-5-0101-0501 DUES/SUBSCRIPTIONS/MEMBE	11,815	11,815	27.85	22,559.40	0.00	190.94	(10,744)
12-5-0101-0502 TRAVEL/TRAINING/PER DIEM	25,000	25,000	411.97	3,388.59	0.00	13.55	21,611
12-5-0101-0503 INSURANCE COST	36,090	36,090	31.31	376.97	0.00	1.04	35,713
12-5-0101-0512 WEARING APPAREL & DRY GO	5,000	5,000	0.00	0.00	0.00	0.00	5,000

12 -ECONOMIC DEVELOP. CORP
ADMINISTRATION % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
12-5-0101-0522 BANK SERVICE CHARGE	0	0	64.07	79.36	0.00	0.00	(79)
12-5-0101-0529 PROSPECT VISITATION EXP	25,000	25,000	1,966.06	11,965.96	0.00	47.86	13,034
12-5-0101-0545 MACHINERY & EQUIPMENT MA	6,300	6,300	61.19	3,857.73	0.00	61.23	2,442
TOTAL OTHER EXPENSES:	109,205	109,205	2,562.45	42,228.01	0.00	38.67	66,977
CAPITAL OUTLAY:							
12-5-0101-0709 BUILDING EXPENSE	31,200	31,200	0.00	122,155.97	0.00	391.53	(90,956)
12-5-0101-0710 OFFICE FURNITURE	15,000	15,000	0.00	0.00	0.00	0.00	15,000
12-5-0101-0715 MAINT- HARDWARE/SOFTWARE	6,040	6,040	540.00	2,089.98	0.00	34.60	3,950
TOTAL CAPITAL OUTLAY:	52,240	52,240	540.00	124,245.95	0.00	237.84	(72,006)
OTHER FINANCING USES:							
12-5-0101-0802 DEBT SERVICE INTEREST	85,012	85,012	0.00	85,012.44	0.00	100.00	0
12-5-0101-0812 2004 REFUND GOR SERIES 2	22,952	22,952	0.00	22,952.38	0.00	100.00	0
12-5-0101-0814 SERIES 2019	69,000	69,000	0.00	69,000.00	0.00	100.00	0
12-5-0101-0815 SERIES 2020	63,848	63,848	0.00	63,848.00	0.00	100.00	0
12-5-0101-0816 SERIES 2020R	63,116	63,116	0.00	63,116.00	0.00	100.00	0
TOTAL OTHER FINANCING USES:	303,929	303,929	0.00	303,928.82	0.00	100.00	0
PROJECTS:							
12-5-0101-0901 FUTURE PROJECTS	0	0	47,518.30	47,518.30	0.00	0.00	(47,518)
12-5-0101-0904 EDC PROJECTS-CHRISTMAS D	30,000	30,000	0.00	23,660.00	0.00	78.87	6,340
12-5-0101-0914 SMALL BUSINESS CENTER PR	10,000	10,000	0.00	0.00	0.00	0.00	10,000
12-5-0101-0916 SMALL BUSINESS INVESTMEN	85,000	85,000	0.00	6,152.06	0.00	7.24	78,848
12-5-0101-0918 COMMUNITY EVENTS-PARTNER	140,000	140,000	0.00	123,000.00	0.00	87.86	17,000
12-5-0101-0921 DOWNTOWN DEVELOPMENT	160,000	160,000	0.00	6,000.00	0.00	3.75	154,000
12-5-0101-0940 FAIRGROUNDS PROJECT	900,000	900,000	20,261.90	1,758,139.49	0.00	195.35	(858,139)
TOTAL PROJECTS:	1,325,000	1,325,000	67,780.20	1,964,469.85	0.00	148.26	(639,470)
TOTAL ADMINISTRATION	2,456,258	2,456,258	117,193.08	3,539,273.63	0.00	144.09	(1,083,016)

12 -ECONOMIC DEVELOP. CORP
EDC BOARD % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
MATERIALS AND SUPPLIES:							
OTHER EXPENSES:							
12-5-0102-0502 TRAVEL/TRAINING/PER DIEM	30,000	30,000	0.00	0.00	0.00	0.00	30,000
12-5-0102-0523 MEETING EXPENSES	4,000	4,000	347.65	1,127.11	0.00	28.18	2,873
TOTAL OTHER EXPENSES:	34,000	34,000	347.65	1,127.11	0.00	3.32	32,873
TOTAL EDC BOARD	34,000	34,000	347.65	1,127.11	0.00	3.32	32,873
TOTAL EXPENDITURES	2,490,258	2,490,258	117,540.73	3,540,400.74	0.00	142.17	(1,050,143)



COMMUNITY DEVELOPMENT

QUARTERLY FINANCIALS

JULY-SEPTEMBER 2025

City of San Benito
Community Development Block Grant
Balance Sheet
As of September 30, 2025

	September 30, 2025	September 30, 2024
CURRENT ASSETS		
Cash and cash equivalents	$ 447,380	$ 268
Receivables(less allowance for uncollectible accts)	(367,268)	76,122
Reserve for CDBG use	3,876	3,876
Due from Payroll	(32)	(32)
Total current assets	83,956	80,235
CURRENT LIABILITIES		
Accounts payable	$ 45,899	$ 34,153
Due to other funds	51,887	45,448
Total current liabilities	97,786	79,602
FUND BALANCE		
Fund balance, beginning	633	633
Net change in fund balance	(14,462)	-
Fund balance, ending	(13,829)	633
Total liabilities and fund balance	$ 83,956	$ 80,235

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

02 -COMMUNITY DEV BLOCK GRANT

ACCOUNT#	TITLE			
ASSETS				
1-0104	PNC CASH CDBG-CV	(34,430.44)		
1-0150	CASH CDBG	481,810.07		
1-0200	ACCOUNTS RECEIVABLE	(367,267.84)		
1-0245	RESERVE FOR CDBG USE	3,876.27		
1-0414	DUE FROM PAYROLL	(31.72)		
			83,956.34	
	TOTAL ASSETS			83,956.34
LIABILITIES				
2-0200	ACCOUNTS PAYABLE	652.52		
2-0206	OUTSTANDING CHECKS PAYABLE	1,032.78		
2-0207	ACCOUNTS PAYABLE - GF	44,213.65		
2-0401	DUE TO GENERAL FUND	20,345.50		
2-0414	DUE TO PAYROLL	31,541.12		
	TOTAL LIABILITIES		97,785.57	
EQUITY				
3-0700	FUND BALANCE	632.86		
	TOTAL BEGINNING EQUITY	632.86		
	TOTAL REVENUE	171,227.45		
	TOTAL EXPENSES	185,689.54		
	TOTAL SURPLUS/(DEFICIT)	(14,462.09)		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		(13,829.23)	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			83,956.34

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2024

02 -COMMUNITY DEV BLOCK GRANT

ACCOUNT#	TITLE			
ASSETS				
1-0150	TRB CASH CDBG	268.36		
1-0200	ACCOUNTS RECEIVABLE	76,121.65		
1-0245	RESERVE FOR CDBG USE	3,876.27		
1-0414	DUE FROM PAYROLL	(31.72)		
			80,234.56	
	TOTAL ASSETS			80,234.56
LIABILITIES				
2-0200	ACCOUNTS PAYABLE	440.00		
2-0206	OUTSTANDING CHECKS PAYABLE	1,032.78		
2-0207	ACCOUNTS PAYABLE - GF	32,680.63		
2-0401	DUE TO GENERAL FUND	34,745.64		
2-0414	DUE TO PAYROLL	10,702.65		
	TOTAL LIABILITIES		79,601.70	
EQUITY				
3-0700	FUND BALANCE	632.86		
	TOTAL BEGINNING EQUITY	632.86		
	TOTAL REVENUE	286,704.30		
	TOTAL EXPENSES	286,704.30		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		632.86	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			80,234.56

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

02 -COMMUNITY DEV BLOCK GRANT

% OF YEAR COMPLETED:100.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY							
CDBG GRANT REVENUE	342,208	342,208	54,730.77	169,696.88	0.00	49.59	172,511
OTHER REVENUE	0	0	625.94	1,530.57	0.00	0.00	(1,531)
TOTAL REVENUES	342,208	342,208	55,356.71	171,227.45	0.00	50.04	170,981
EXPENDITURE SUMMARY							
PUBLIC FACILITIES 44TH YR	0	0	4,484.08	23,157.33	0.00	0.00	(23,157)
PUBLIC SERVICES 45TH YR	0	0	40,201.07	43,752.57	0.00	0.00	(43,753)
PUBLIC FACILITIES 49TH YR	0	0	0.00	35,438.15	0.00	0.00	(35,438)
PUBLIC FACILITIES 50TH YR	68,441	68,441	3,460.16	20,767.88	0.00	30.34	47,673
PUBLIC FACILITIES 50TH YR	222,436	222,436	0.00	39,995.49	0.00	17.98	182,440
PUBLIC SERVICES 49TH YR	51,331	51,331	6,585.46	6,585.46	0.00	12.83	44,746
TOTAL EXPENDITURES	342,208	342,208	54,730.77	169,696.88	0.00	49.59	172,511
REVENUE OVER/(UNDER) EXPENDITURES	0	0	625.94	1,530.57	0.00	5,653.19	(1,530)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2025

02 -COMMUNITY DEV BLOCK GRANT

% OF YEAR COMPLETED:100.00

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
CDBG GRANT REVENUE							
02-4-1044 44TH YR ENTITLEMENT	0	0	4,484.08	23,157.33	0.00	0.00	(23,157)
02-4-1045 45TH YR ENTITLEMENT	0	0	40,201.07	43,752.57	0.00	0.00	(43,753)
02-4-1049 49TH YR ENTITLEMENT	0	0	6,585.46	42,023.61	0.00	0.00	(42,024)
02-4-1050 50TH YR ENTITLEMENT	342,208	342,208	3,460.16	60,763.37	0.00	17.76	281,445
TOTAL CDBG GRANT REVENUE	342,208	342,208	54,730.77	169,696.88	0.00	49.59	172,511
TDHCA GRANT REVENUE							
OTHER REVENUE							
02-4-2202 INTEREST-NOW ACCOUNT	0	0	625.94	1,530.57	0.00	0.00	(1,531)
TOTAL OTHER REVENUE	0	0	625.94	1,530.57	0.00	0.00	(1,531)
TOTAL REVENUES	342,208	342,208	55,356.71	171,227.45	0.00	50.04	170,981

02 -COMMUNITY DEV BLOCK GRANT
PUBLIC FACILITIES 44TH YR

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
CAPITAL OUTLAY:							
02-5-4402-0714 PARKS IMPROVEMENTS-LANDR	0	0	4,484.08	23,157.33	0.00	0.00	(23,157)
TOTAL CAPITAL OUTLAY:	0	0	4,484.08	23,157.33	0.00	0.00	(23,157)
TOTAL PUBLIC FACILITIES 44TH YR	0	0	4,484.08	23,157.33	0.00	0.00	(23,157)

02 -COMMUNITY DEV BLOCK GRANT
PUBLIC SERVICES 45TH YR

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
OTHER EXPENSES:							
02-5-4509-0541 RENTAL/MORTGAGE & UTILIT	0	0	40,201.07	43,752.57	0.00	0.00	(43,753)
TOTAL OTHER EXPENSES:	0	0	40,201.07	43,752.57	0.00	0.00	(43,753)
TOTAL PUBLIC SERVICES 45TH YR	0	0	40,201.07	43,752.57	0.00	0.00	(43,753)

02 -COMMUNITY DEV BLOCK GRANT
PUBLIC FACILITIES 49TH YR

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
OTHER EXPENSES:							
02-5-4909-0520 MAGGIE'S HOUSE	0	0	0.00	12,000.00	0.00	0.00	(12,000)
02-5-4909-0535 AMIGOS DEL VALLE	0	0	0.00	12,000.00	0.00	0.00	(12,000)
02-5-4909-0536 C.A.S.A.	0	0	0.00	11,438.15	0.00	0.00	(11,438)
TOTAL OTHER EXPENSES:	0	0	0.00	35,438.15	0.00	0.00	(35,438)
TOTAL PUBLIC FACILITIES 49TH YR	0	0	0.00	35,438.15	0.00	0.00	(35,438)

02 -COMMUNITY DEV BLOCK GRANT
PUBLIC FACILITIES 50TH YR % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
02-5-5001-0101 SALARIES FULL TIME	43,700	43,700	1,000.00	8,500.00	0.00	19.45	35,200
TOTAL PERSONNEL SERVICES:	43,700	43,700	1,000.00	8,500.00	0.00	19.45	35,200
BENEFITS:							
02-5-5001-0201 FICA	1,903	1,903	61.99	525.85	0.00	27.63	1,378
02-5-5001-0202 MEDICARE	445	445	14.50	122.97	0.00	27.62	322
02-5-5001-0203 T.M.R.S.	1,646	1,646	47.79	406.27	0.00	24.69	1,239
02-5-5001-0205 HEALTH INSURANCE	5,444	5,444	106.36	834.97	0.00	15.34	4,609
02-5-5001-0206 WORKERS COMPENSATION	126	126	4.97	41.97	0.00	33.34	84
02-5-5001-0207 UNEMPLOYMENT	270	270	0.00	0.00	0.00	0.00	270
TOTAL BENEFITS:	9,834	9,834	235.61	1,932.03	0.00	19.65	7,902
MATERIALS AND SUPPLIES:							
02-5-5001-0301 OFFICE SUPPLIES	1,000	1,000	212.52	233.52	0.00	23.35	766
02-5-5001-0302 POSTAGE	50	50	0.74	49.06	0.00	98.12	1
TOTAL MATERIALS AND SUPPLIES:	1,050	1,050	213.26	282.58	0.00	26.91	767
CONTRACTED SERVICES:							
02-5-5001-0402 COMMUNICATIONS	606	606	0.00	111.60	0.00	18.42	494
02-5-5001-0403 PROFESSIONAL SERVICES	500	500	0.00	234.74	0.00	46.95	265
02-5-5001-0405 AUDIT FEES	1,520	1,520	1,476.00	1,476.00	0.00	97.11	44
02-5-5001-0409 PRINTING/FORMS/ADVERTISI	1,500	1,500	0.00	1,628.00	0.00	108.53	(128)
02-5-5001-0412 ACCOUNTING SERVICES	6,000	6,000	500.00	6,000.00	0.00	100.00	0
TOTAL CONTRACTED SERVICES:	10,126	10,126	1,976.00	9,450.34	0.00	93.33	676
OTHER EXPENSES:							
02-5-5001-0501 DUES/SUBS/MMBERSHIPS	250	250	0.00	0.00	0.00	0.00	250
02-5-5001-0502 TRAVEL/TRAINING/PERDIEM	2,681	2,681	0.00	30.00	0.00	1.12	2,651
02-5-5001-0503 INSURANCE COST	450	450	35.29	478.25	0.00	106.28	(28)
02-5-5001-0512 EMPLOYEE EXPENSES	250	250	0.00	12.00	0.00	4.80	238
02-5-5001-0523 MEETING EXPENSES	100	100	0.00	82.68	0.00	82.68	17
TOTAL OTHER EXPENSES:	3,731	3,731	35.29	602.93	0.00	16.16	3,128
TOTAL PUBLIC FACILITIES 50TH YR	68,441	68,441	3,460.16	20,767.88	0.00	30.34	47,673

02 -COMMUNITY DEV BLOCK GRANT
PUBLIC FACILITIES 50TH YR % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
CAPITAL OUTLAY:							
02-5-5002-0701 CITY PARK/RESACA TRAIL-P	35,480	35,480	0.00	35,479.90	0.00	100.00	0
02-5-5002-0702 CITY PARK/RESACA TRAIL-I	4,516	4,516	0.00	4,515.59	0.00	100.00	0
02-5-5002-0714 CITY PARK IMPROVEMENTS	112,661	112,661	0.00	0.00	0.00	0.00	112,661
02-5-5002-0715 STREET IMPROVEMENTS	69,779	69,779	0.00	0.00	0.00	0.00	69,779
TOTAL CAPITAL OUTLAY:	222,436	222,436	0.00	39,995.49	0.00	17.98	182,440
TOTAL PUBLIC FACILITIES 50TH YR	222,436	222,436	0.00	39,995.49	0.00	17.98	182,440

02 -COMMUNITY DEV BLOCK GRANT
PUBLIC SERVICES 49TH YR % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
OTHER EXPENSES:							
02-5-5009-0535 AMIGOS DEL VALLE	15,000	15,000	0.00	0.00	0.00	0.00	15,000
02-5-5009-0536 C.A.S.A.	15,000	15,000	6,585.46	6,585.46	0.00	43.90	8,415
02-5-5009-0537 LRGVDC-PROMOTING INDEPEN	21,331	21,331	0.00	0.00	0.00	0.00	21,331
TOTAL OTHER EXPENSES:	51,331	51,331	6,585.46	6,585.46	0.00	12.83	44,746
TOTAL PUBLIC SERVICES 49TH YR	51,331	51,331	6,585.46	6,585.46	0.00	12.83	44,746

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

02 -COMMUNITY DEV BLOCK GRANT
PUBLIC SERVICES 51ST YR

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
BENEFITS:							
MATERIALS AND SUPPLIES:							
CONTRACTED SERVICES:							
OTHER EXPENSES:							
TOTAL EXPENDITURES	342,208	342,208	54,730.77	169,696.88	0.00	49.59	172,511



SPECIAL INVESTIGATION

QUARTERLY FINANCIALS

JULY-SEPTEMBER 2025

City of San Benito
Special Investigation
Balance Sheet
As of September 30, 2025

	September 30, 2025	September 30, 2024
CURRENT ASSETS		
Cash and cash equivalents	$ 563,338	$ 273,179
Total current assets	$ 563,338	$ 273,179
CURRENT LIABILITIES		
Accounts payable	$ 185	$ 185
Due to other funds	4,013	-
Total current liabilities	4,198	185
FUND BALANCE		
Fund balance, beginning	272,994	258,351
Net change in fund balance	286,145	14,643
Fund balance, ending	559,139	272,994
Total liabilities and fund balance	$ 563,338	$ 273,179

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

23 -SPECIAL INVESTIGATION

ACCOUNT#	TITLE			
ASSETS				
1-0150	CASH SPEC DRUG FEDERAL	563,337.74		
			563,337.74	
	TOTAL ASSETS			563,337.74
LIABILITIES				
2-0200	ACCOUNTS PAYABLE	185.10		
2-0401	DUE TO GENERAL FUND	4,013.21		
	TOTAL LIABILITIES		4,198.31	
EQUITY				
3-0700	FUND BALANCE	272,994.08		
	TOTAL BEGINNING EQUITY	272,994.08		
	TOTAL REVENUE	435,528.65		
	TOTAL EXPENSES	149,383.30		
	TOTAL SURPLUS/(DEFICIT)	286,145.35		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		559,139.43	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			563,337.74

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2024

23 -SPECIAL INVESTIGATION

ACCOUNT#	TITLE			
ASSETS				
1-0150	TRB CASH SPEC DRUG FEDERAL	273,179.12		
			273,179.12	
	TOTAL ASSETS			273,179.12
LIABILITIES				
2-0200	ACCOUNTS PAYABLE	185.04		
	TOTAL LIABILITIES		185.04	
EQUITY				
3-0700	FUND BALANCE	258,351.35		
	TOTAL BEGINNING EQUITY	258,351.35		
	TOTAL REVENUE	169,141.67		
	TOTAL EXPENSES	154,498.94		
	TOTAL SURPLUS/(DEFICIT)	14,642.73		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		272,994.08	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			273,179.12

City of San Benito
Special Investigation
Revenues, Expenditures and Changes in Fund Balance
As of September 30, 2025

	Current Budget	Quarterly Actual	YTD Actual	YTD Encumbered	Unencumbered Balance	%Used 100.00%
			$ 272,994			
Revenues						
Interest revenue	$ -	$ 2,959	13,264	$ -	$ (13,264)	0.00%
Forfeitures/seizures	-	$ 619	422,264	-	(422,264)	0.00%
Other financing sources	-	-	-	-	-	0.00%
Total Revenues	-	3,577	435,529	-	(435,529)	0.00%
Expenditures						
Police	-	32,512	149,383	-	(149,383)	0.00%
Total Expenditures	-	32,512	149,383	-	(149,383)	0.00%
Net change in fund balance	$ -	$ (28,935)	$ 286,145	$ -	$ (286,145)	
Ending Fund Balance			$ 559,139			

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2025

23 -SPECIAL INVESTIGATION

% OF YEAR COMPLETED:100.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY							
INTEREST:	0	0	923.42	13,264.28	0.00	0.00	(13,264)
MISCELLANEOUS INCOME:	0	0	9.41	422,264.37	0.00	0.00	(422,264)
TOTAL REVENUES	0	0	932.83	435,528.65	0.00	0.00	(435,529)
EXPENDITURE SUMMARY							
POLICE	0	0	9,842.55	149,383.30	0.00	0.00	(149,383)
TOTAL EXPENDITURES	0	0	9,842.55	149,383.30	0.00	0.00	(149,383)
REVENUE OVER/(UNDER) EXPENDITURES	0	0	(8,909.72)	286,145.35	0.00	0.00	(286,145)

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

23 -SPECIAL INVESTIGATION

% OF YEAR COMPLETED:100.00

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
INTEREST:							
23-4-2202 INTEREST-NOW ACCOUNT	0	0	923.42	13,264.28	0.00	0.00	(13,264)
TOTAL INTEREST:	0	0	923.42	13,264.28	0.00	0.00	(13,264)
MISCELLANEOUS INCOME:							
23-4-2408 FORFEITURES & SEIZURES	0	0	9.41	422,264.37	0.00	0.00	(422,264)
TOTAL MISCELLANEOUS INCOME:	0	0	9.41	422,264.37	0.00	0.00	(422,264)
OTHER FINANCING SOURCES:							
TOTAL REVENUES	0	0	932.83	435,528.65	0.00	0.00	(435,529)

23 -SPECIAL INVESTIGATION
POLICE

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
BENEFITS:							
23-5-0210-0213 BUY MONEY	0	0	0.00	50.00	0.00	0.00	(50)
TOTAL BENEFITS:	0	0	0.00	50.00	0.00	0.00	(50)
MATERIALS AND SUPPLIES:							
23-5-0210-0307 SMALL TOOLS & EQUIPMENT	0	0	0.00	1,868.00	0.00	0.00	(1,868)
23-5-0210-0310 VEHICLE EQUIPMENT	0	0	9,750.00	82,010.48	0.00	0.00	(82,010)
TOTAL MATERIALS AND SUPPLIES:	0	0	9,750.00	83,878.48	0.00	0.00	(83,878)
CONTRACTED SERVICES:							
23-5-0210-0402 COMMUNICATIONS	0	0	92.55	1,741.05	0.00	0.00	(1,741)
23-5-0210-0403 PROFESSIONAL SERVICES	0	0	0.00	5,700.00	0.00	0.00	(5,700)
TOTAL CONTRACTED SERVICES:	0	0	92.55	7,441.05	0.00	0.00	(7,441)
OTHER EXPENSES:							
23-5-0210-0502 TRAVEL, TRAINING, PER DI	0	0	0.00	3,329.00	0.00	0.00	(3,329)
23-5-0210-0506 MAINT & REPAIRS-VEHICLES	0	0	0.00	19,949.37	0.00	0.00	(19,949)
23-5-0210-0553 CONFIDENTIAL INFORMANT	0	0	0.00	200.00	0.00	0.00	(200)
23-5-0210-0560 MISC SUPPLIES	0	0	0.00	4,367.26	0.00	0.00	(4,367)
TOTAL OTHER EXPENSES:	0	0	0.00	27,845.63	0.00	0.00	(27,846)
CAPITAL OUTLAY:							
23-5-0210-0711 VEHICLES	0	0	0.00	25,233.00	0.00	0.00	(25,233)
23-5-0210-0712 PD EQUIPMENT	0	0	0.00	4,935.14	0.00	0.00	(4,935)
TOTAL CAPITAL OUTLAY:	0	0	0.00	30,168.14	0.00	0.00	(30,168)
OTHER FINANCING USES:							
TOTAL POLICE	0	0	9,842.55	149,383.30	0.00	0.00	(149,383)
TOTAL EXPENDITURES	0	0	9,842.55	149,383.30	0.00	0.00	(149,383)



HOTEL/MOTEL

QUARTERLY FINANCIALS

JULY-SEPTEMBER 2025

City of San Benito
Hotel/Motel
Balance Sheet
As of September 30, 2025

	September 30, 2025	September 30, 2024
CURRENT ASSETS		
Cash and cash equivalents	$ 735,944	$ 774,158
Account Receivables	5,313	23,208
Due from other funds	3,195	3,195
Total current assets	$ 744,452	$ 800,561
CURRENT LIABILITIES		
Accounts payable	$ 2,771	$ 3,270
Due to General Fund	180	60
Due to other funds	103,276	11,007
Total current liabilities	106,228	14,338
FUND BALANCE		
Fund balance, beginning	786,223	726,657
Net change in fund balance	(147,999)	59,566
Fund balance, ending	638,225	786,223
Total liabilities and fund balance	$ 744,452	$ 800,561

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2025

21 -HOTEL/MOTEL TAX

ACCOUNT#	TITLE			
ASSETS				
1-0107	PETTY CASH	200.00		
1-0108	MM HOTEL MOTEL	576,952.63		
1-0150	CASH HOTEL/MOTEL TAX	158,791.83		
1-0200	ACCOUNTS RECEIVABLE	5,312.80		
1-0401	DUE FROM GENERAL FUND	3,195.15		
			744,452.41	
	TOTAL ASSETS			744,452.41
LIABILITIES				
2-0200	ACCOUNTS PAYABLE	2,771.04		
2-0401	DUE TO GENERAL FUND	180.44		
2-0414	DUE TO PAYROLL	54,936.35		
2-0451	DUE TO SERIES 2019	48,340.00		
2-0630	ENCUMBRANCE ACCOUNT	(3,251.77)		
2-0631	RESERVE FOR ENCUMBRANCES	3,251.77		
2-0632	PRIOR YR ENCUMBRANCE ACCOUNT	3,250.00		
2-0633	PRIOR YR RESERVE FOR ENCUMB	(3,250.00)		
	TOTAL LIABILITIES		106,227.83	
EQUITY				
3-0700	FUND BALANCE	786,223.19		
	TOTAL BEGINNING EQUITY	786,223.19		
	TOTAL REVENUE	71,812.12		
	TOTAL EXPENSES	219,810.73		
	TOTAL SURPLUS/(DEFICIT)	(147,998.61)		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		638,224.58	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			744,452.41

BALANCE SHEET
AS OF: SEPTEMBER 30TH, 2024

21 -HOTEL/MOTEL TAX

ACCOUNT#	TITLE			
ASSETS				
1-0107	PETTY CASH	200.00		
1-0108	TX REGIONAL	556,378.22		
1-0150	TRB CASH HOTEL/MOTEL TAX	217,579.65		
1-0200	ACCOUNTS RECEIVABLE	23,207.91		
1-0401	DUE FROM GENERAL FUND	3,195.15		
			800,560.93	
	TOTAL ASSETS			800,560.93
LIABILITIES				
2-0200	ACCOUNTS PAYABLE	3,270.48		
2-0401	DUE TO GENERAL FUND	59.80		
2-0414	DUE TO PAYROLL	11,007.46		
2-0630	ENCUMBRANCE ACCOUNT	(3,251.77)		
2-0631	RESERVE FOR ENCUMBRANCES	3,251.77		
2-0632	PRIOR YR ENCUMBRANCE ACCOUNT	3,250.00		
2-0633	PRIOR YR RESERVE FOR ENCUMB	(3,250.00)		
	TOTAL LIABILITIES		14,337.74	
EQUITY				
3-0700	FUND BALANCE	726,657.46		
	TOTAL BEGINNING EQUITY	726,657.46		
	TOTAL REVENUE	126,367.15		
	TOTAL EXPENSES	66,801.42		
	TOTAL SURPLUS/(DEFICIT)	59,565.73		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		786,223.19	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			800,560.93

City of San Benito
Hotel/Motel
Revenues, Expenditures and Changes in Fund Balance
As of September 30, 2025

	Current Budget	Quarterly Actual	YTD Actual	YTD Encumbered	Unencumbered Balance	%Used 100.00%
Beginning Fund Balance			$ 775,621			
Revenues						
Non-property taxes	$ 106,013	$ 15,593	43,137	$ -	$ 62,876	40.69%
Interest revenue	14,000	2,960	28,676	-	(14,676)	204.83%
Total Revenues	120,013	18,553	71,812	-	48,201	59.84%
Expenditures						
Cultural Arts	-	25	25	2	(27)	-
Visitor Center	96,343	82,149	219,786	-	(123,443)	228.13%
Total Expenditures	96,343	82,174	219,811	2	(123,470)	228.16%
Net change in fund balance	$ 23,670	$ (63,621)	$ (147,999)	$ (2)	$ 171,670	
Ending Fund Balance			$ 627,623			

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2025

21 -HOTEL/MOTEL TAX

% OF YEAR COMPLETED:100.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY							
NON-PROPERTY TAXES:	106,013	106,013	8,219.27	43,136.53	0.00	40.69	62,876
INTEREST REVENUE:	14,000	14,000	1,165.53	28,675.59	0.00	204.83	(14,676)
TOTAL REVENUES	120,013	120,013	9,384.80	71,812.12	0.00	59.84	48,201
EXPENDITURE SUMMARY							
ADMIN-CULTURAL ARTS	0	0	0.00	25.00	1.77	0.00	(27)
ADMIN-VISITOR CENTER	96,343	96,343	9,524.82	219,785.73	0.00	228.13	(123,443)
TOTAL EXPENDITURES	96,343	96,343	9,524.82	219,810.73	1.77	228.16	(123,470)
REVENUE OVER/(UNDER) EXPENDITURES	23,670	23,670	(140.02	(147,998.61	(1.77)	625.26-	171,671

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2025

21 -HOTEL/MOTEL TAX

% OF YEAR COMPLETED:100.00

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
NON-PROPERTY TAXES:							
21-4-1207 HOTEL/MOTEL TAX	106,013	106,013	8,219.27	43,136.53	0.00	40.69	62,876
TOTAL NON-PROPERTY TAXES:	106,013	106,013	8,219.27	43,136.53	0.00	40.69	62,876
INTEREST REVENUE:							
21-4-2202 INTEREST-NOW ACCOUNT	5,000	5,000	262.00	8,076.18	0.00	161.52	(3,076)
21-4-2205 INTERST-MM HOTEL MOTEL	9,000	9,000	903.53	20,599.41	0.00	228.88	(11,599)
TOTAL INTEREST REVENUE:	14,000	14,000	1,165.53	28,675.59	0.00	204.83	(14,676)
TOTAL REVENUES	120,013	120,013	9,384.80	71,812.12	0.00	59.84	48,201

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2025

21 -HOTEL/MOTEL TAX
ADMIN-OTHER

% OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
OTHER EXPENSES:							

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2025

21 -HOTEL/MOTEL TAX

ADMIN-CULTURAL ARTS % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
BENEFITS:							
MATERIALS AND SUPPLIES:							
21-5-0550-0301 OFFICE SUPPLIES	0	0	0.00	0.00	1.77	0.00	(2)
21-5-0550-0303 BANK SERVICE CHARGES	0	0	0.00	25.00	0.00	0.00	(25)
TOTAL MATERIALS AND SUPPLIES:	0	0	0.00	25.00	1.77	0.00	(27)
CONTRACTED SERVICES:							
OTHER EXPENSES:							
TOTAL ADMIN-CULTURAL ARTS	0	0	0.00	25.00	1.77	0.00	(27)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2025

21 -HOTEL/MOTEL TAX

ADMIN-VISITOR CENTER % OF YEAR COMPLETED:100.00

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	YEAR TO DATE ENCUMBERED	% OF BUDGET	BUDGET BALANCE
PERSONNEL SERVICES:							
21-5-0560-0101 SALARIES-FULL TIME	62,042	62,042	5,747.07	68,020.81	0.00	109.64	(5,979)
21-5-0560-0103 OVERTIME	2,000	2,000	263.59	2,778.56	0.00	138.93	(779)
21-5-0560-0105 LONGEVITY	288	288	7.94	87.59	0.00	30.41	200
TOTAL PERSONNEL SERVICES:	64,330	64,330	6,018.60	70,886.96	0.00	110.19	(6,557)
BENEFITS:							
21-5-0560-0201 FICA	3,988	3,988	371.21	4,371.82	0.00	109.61	(383)
21-5-0560-0202 MEDICARE	933	933	86.83	1,022.52	0.00	109.62	(90)
21-5-0560-0203 T.M.R.S.	3,307	3,307	287.70	3,456.87	0.00	104.55	(150)
21-5-0560-0205 HEALTH INSURANCE	16,332	16,332	824.10	9,783.63	0.00	59.90	6,548
21-5-0560-0206 WORKERS COMPENSATION	343	343	19.66	240.77	0.00	70.23	102
21-5-0560-0207 UNEMPLOYMENT	810	810	0.00	0.00	0.00	0.00	810
TOTAL BENEFITS:	25,713	25,713	1,589.50	18,875.61	0.00	73.41	6,837
MATERIALS AND SUPPLIES:							
21-5-0560-0301 OFFICE SUPPLIES	500	500	202.69	411.17	0.00	82.23	89
21-5-0560-0302 POSTAGE	200	200	0.00	145.98	0.00	72.99	54
TOTAL MATERIALS AND SUPPLIES:	700	700	202.69	557.15	0.00	79.59	143
CONTRACTED SERVICES:							
21-5-0560-0401 UTILITIES	0	0	1,133.29	12,272.15	0.00	0.00	(12,272)
21-5-0560-0402 COMMUNICATIONS	0	0	576.33	5,797.33	0.00	0.00	(5,797)
21-5-0560-0403 PROFESSIONAL SERVICES	0	0	0.00	6,250.00	0.00	0.00	(6,250)
21-5-0560-0409 ADVERTISING & PROMOTION	2,000	2,000	0.00	104,540.00	0.00	5,227.00	(102,540)
21-5-0560-0410 PRINTING/FORMS/NOTICES	100	100	0.00	0.00	0.00	0.00	100
TOTAL CONTRACTED SERVICES:	2,100	2,100	1,709.62	128,859.48	0.00	6,136.17	(126,759)
OTHER EXPENSES:							
21-5-0560-0501 DUES/SUBSCRIPTIONS/MEMBE	1,500	1,500	0.00	359.97	0.00	24.00	1,140
21-5-0560-0502 TRAVEL/TRAINING/PER DIEM	2,000	2,000	0.00	0.00	0.00	0.00	2,000
21-5-0560-0503 INSURANCE COST	0	0	4.41	50.07	0.00	0.00	(50)
21-5-0560-0523 MEETING EXPENSES	0	0	0.00	196.49	0.00	0.00	(196)
TOTAL OTHER EXPENSES:	3,500	3,500	4.41	606.53	0.00	17.33	2,893
TOTAL ADMIN-VISITOR CENTER	96,343	96,343	9,524.82	219,785.73	0.00	228.13	(123,443)
TOTAL EXPENDITURES	96,343	96,343	9,524.82	219,810.73	1.77	228.16	(123,470)

City of San Benito
SALES TAX COMPARATIVE ANALYSIS

	Year 2023-2024					Year 2024-2025				
	State Comptroller	EDC(25%)	Mth % Inc/Dec	CITY (75%)	Mth % Inc/Dec	State Comptroller	EDC(25%)	Mth % Inc/Dec	CITY (75%)	Mth % Inc/Dec
Oct 2024	580,410.48	145,102.62	-	435,307.86	-	601,498.40	150,374.60	-	451,123.80	-
Nov 2024	580,902.92	145,225.73	**0.08%**	435,677.19	**0.08%**	579,576.37	144,894.09	**-3.64%**	434,682.28	**-3.64%**
Dec 2024	698,668.11	174,667.03	**20.27%**	524,001.08	**20.27%**	732,476.40	183,119.10	**26.38%**	549,357.30	**26.38%**
Jan 2025	593,112.07	148,278.02	**-15.11%**	444,834.05	**-15.11%**	576,023.31	144,005.83	**-21.36%**	432,017.48	**-21.36%**
Feb 2025	587,008.17	146,752.04	**-1.03%**	440,256.13	**-1.03%**	545,266.76	136,316.69	**-5.34%**	408,950.07	**-5.34%**
Mar 2025	676,451.81	169,112.95	**15.24%**	507,338.86	**15.24%**	711,248.33	177,812.08	**30.44%**	533,436.25	**30.44%**
Apr 2025	598,594.44	149,648.61	**-11.51%**	448,945.83	**-11.51%**	607,780.40	151,945.10	**-14.55%**	455,835.30	**-14.55%**
May 2025	594,036.00	148,509.00	**-0.76%**	445,527.00	**-0.76%**	622,414.09	155,603.52	**2.41%**	466,810.57	**2.41%**
Jun 2025	633,250.89	158,312.72	**6.60%**	474,938.17	**6.60%**	664,356.73	166,089.18	**6.74%**	498,267.55	**6.74%**
Jul 2025	587,230.86	146,807.72	**-7.27%**	440,423.14	**-7.27%**	673,254.88	168,313.72	**1.34%**	504,941.16	**1.34%**
Aug 2025	582,561.52	145,640.38	**-0.80%**	436,921.14	**-0.80%**	634,008.60	158,502.15	**-5.83%**	475,506.45	**-5.83%**
Sep 2025	641,519.56	160,379.89	**10.12%**	481,139.67	**10.12%**	698,330.85	174,582.71	**10.15%**	523,748.14	**10.15%**
EOY Adj	-	-		-						
Total	7,353,746.83	1,838,436.71	**1.44%**	5,515,310.12	**1.44%**	7,646,235.12	1,911,558.78	**2.43%**	5,734,676.34	**2.43%**

Last Year Sales Tax Comparison

	2023-2024	2024-2025	Yr % Inc/Dec
Oct	580,410.48	601,498.40	**3.63%**
Nov	580,902.92	579,576.37	**-0.23%**
Dec	698,668.11	732,476.40	**4.84%**
Jan	593,112.07	576,023.31	**-2.88%**
Feb	587,008.17	545,266.76	**-7.11%**
Mar	676,451.81	711,248.33	**5.14%**
Apr	598,594.44	607,780.40	**1.53%**
May	594,036.00	622,414.09	**4.78%**
June	633,250.89	664,356.73	**4.91%**
July	587,230.86	673,254.88	**14.65%**
August	582,561.52	634,008.60	**8.83%**
September	641,519.56	698,330.85	**8.86%**
EOY Adj		-	
	7,353,746.83	7,646,235.12	**3.98%**

COSB BUDGET	5,450,439.00
% OF BUDGET	105.21%

Note: Revenue generated 2 months prior receipt. Ex: Generated in Oct will be received Dec

Allocation Historical Summary

Results

City of San Benito
Authority Code: 2031021

Select a year

2025	
January	579,576.37
February	732,476.40
March	576,023.31
April	545,266.76
May	711,248.33
June	607,780.40
July	622,414.09
August	664,356.73
September	673,254.88
October	634,008.60
November	698,330.85
December	715,567.62
TOTAL	7,760,304.34

CITY OF SAN BENITO

REVENUE AND EXPENDITURES ANALYSIS REPORT

MONTH	FY 2024-2025	FY 2023-2024	FY 2022-2023	FY 2021-2022	FY 2020-2021
Revenues					
October	3,646,124	3,608,464	2,775,194	2,566,870	2,309,552
November	2,465,010	1,609,248	2,302,918	2,520,563	2,274,736
December	1,382,998	1,749,684	1,126,492	1,081,106	981,013
January	1,772,923	1,157,752	1,222,526	1,137,194	1,135,680
February	1,226,186	1,184,393	1,038,440	1,058,173	1,083,696
March	1,061,689	1,101,506	1,220,850	1,060,531	950,396
April	965,113	898,094	821,458	964,411	901,709
May	775,506	740,527	953,858	767,741	1,045,789
June	1,209,047	928,819	925,784	881,995	742,224
July	995,890	887,052	939,110	887,129	548,906
August	1,084,833	1,971,023	1,080,211	924,682	666,256
September	1,161,294	902,857	1,189,184	3,596,144	721,158
Total Revenues	17,746,611	16,739,416	15,596,024	17,446,539	13,361,115
Expenditures					
October	1,256,266	1,116,056	1,088,315	885,070	926,222
November	1,270,398	1,064,863	1,052,302	1,091,740	994,855
December	1,198,153	1,341,942	1,148,788	1,003,222	860,778
January	2,383,248	1,390,907	1,386,299	1,126,939	1,034,183
February	1,457,181	1,257,940	1,113,411	992,507	800,830
March	1,331,785	1,664,338	1,506,803	868,301	1,007,690
April	1,591,299	1,161,996	951,129	1,344,720	1,198,183
May	1,325,860	1,325,807	1,361,709	1,213,076	942,066
June	1,350,499	1,155,539	996,162	1,169,640	931,696
July	1,622,272	1,342,132	1,303,128	1,143,394	917,814
August	1,713,609	1,905,949	1,197,537	1,011,571	935,802
September	1,259,198	1,328,590	1,574,963	3,818,420	1,713,757
Total Expenditures	17,759,768	16,056,060	14,680,547	15,668,598	12,263,876
Revenues Over(Under) Expenditu	$ (13,157)	$ 683,357	$ 915,477	$ 1,777,941	$ 1,097,239

CITY OF SAN BENITO

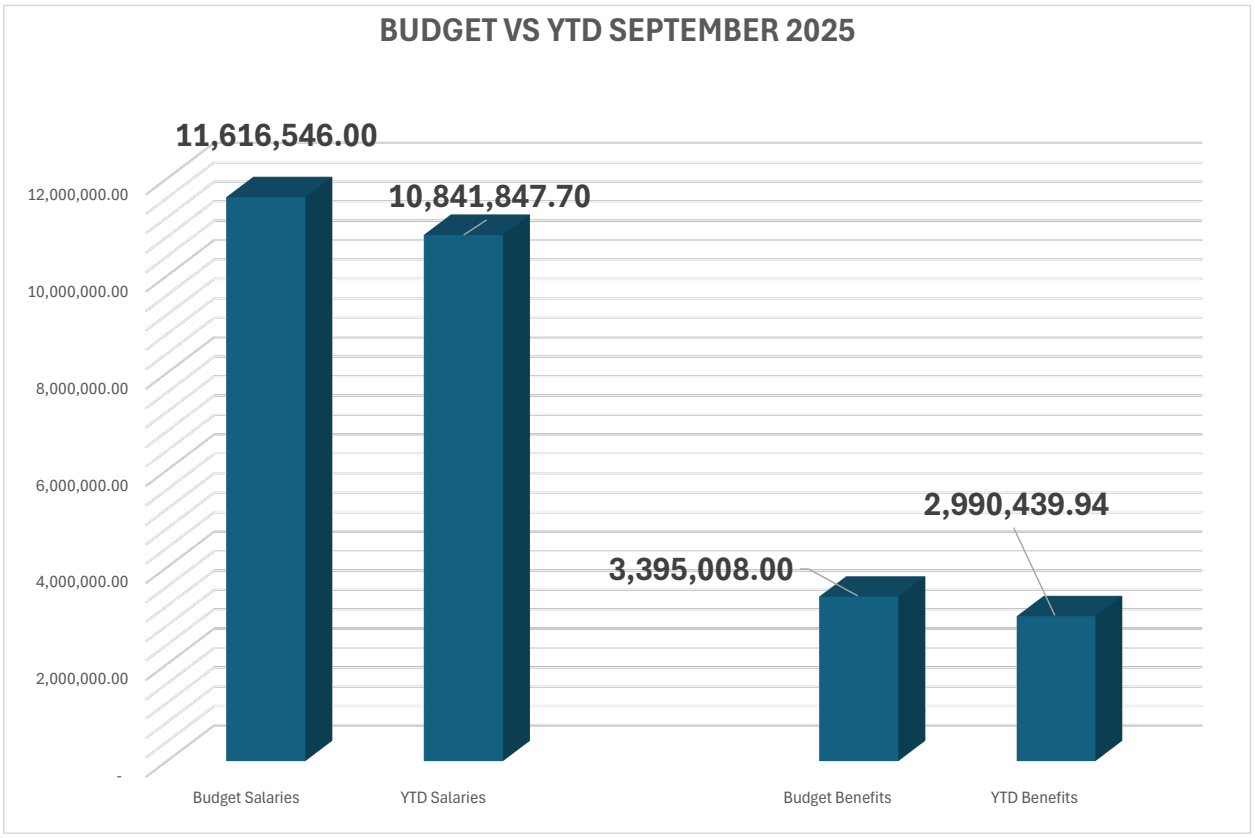
Salaries & Benefits vs Budget

9/30/2025

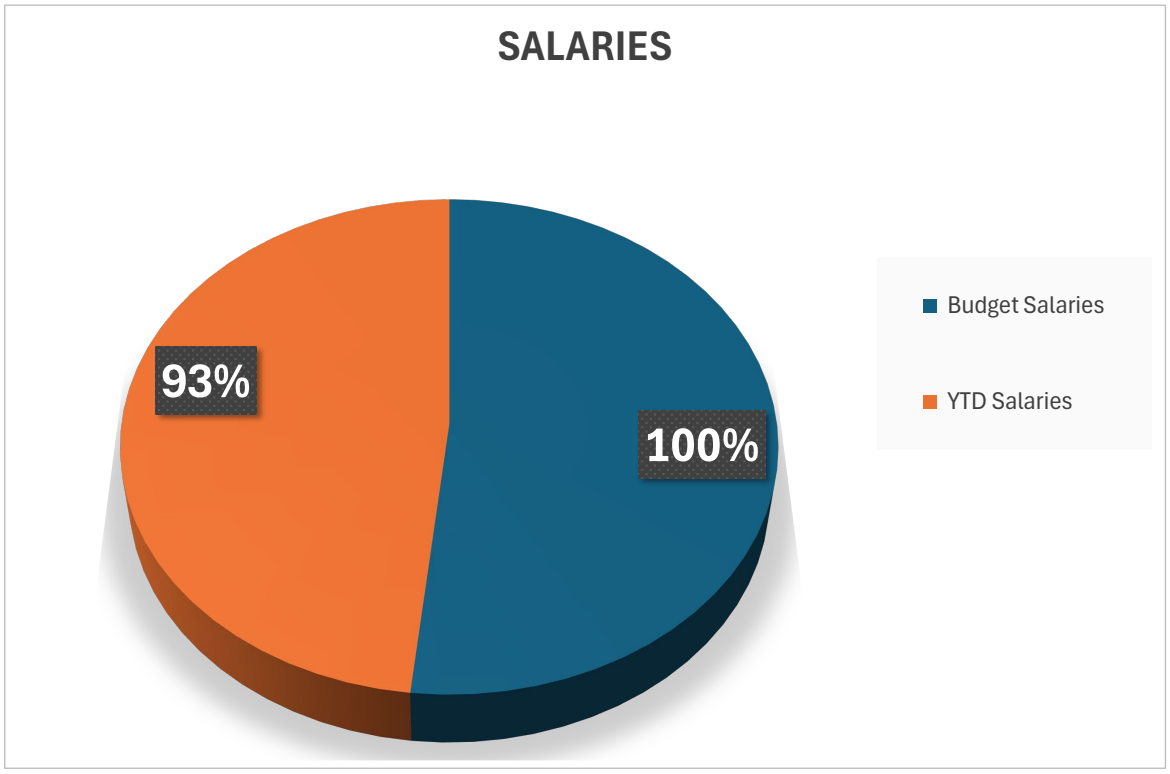
		SALARIES		BENEFITS	
Fund	**Department**	**Budget Salaries**	**YTD Salaries**	**Budget Benefits**	**YTD Benefits**
01	CITY MANAGEMENT	509,404.00	492,671	101,738.00	95,366
01	PUBLIC RELATIONS	57,062.00	48,967	13,012.00	11,407
01	HUMAN RESOURSES	133,038.00	119,688	34,158.00	29,319
01	FINANCE	437,332.00	401,170	109,125.00	91,555
01	PLANNING & DEVELOPMENT	200,429.00	191,455	48,491.00	45,902
01	MUNICIPAL COURT	124,414.00	132,437	32,287.00	33,896
01	POLICE	3,634,591.00	3,319,904	947,116.00	821,591
01	FIRE	2,002,523.00	2,110,665	671,374.00	658,484
01	CODE ENFORCEMENT	319,875.00	336,801	99,175.00	89,937
01	STORMWATER DIVISION	29,128.00	27,291	9,684.00	8,705
01	GENERAL MAINTENANCE	297,676.00	293,040	104,469.00	101,419
01	STREETS MAINTENANCE	614,324.00	553,042	221,928.00	190,876
01	PUBLIC GROUNDS	432,107.00	492,185	148,311.00	166,728
01	PARKS AND RECREATION	180,427.00	139,049	42,300.00	33,202
01	PUBLIC LIBRARY	289,481.00	235,327	77,662.00	63,877
01	CULTURAL ARTS	72,300.00	70,769	20,411.00	16,535
02	CDBG	43,700.00	8,500	9,834.00	1,932
04	ADMINISTRATION	292,389.00	188,438	80,251.00	42,592
04	WATER PLANT #1	209,808.00	171,537	75,879.00	53,536
04	WATER PLANT DISTRIBUTION	288,602.00	295,401	99,679.00	82,993
04	METER READERS OPERATION	103,644.00	101,318	40,514.00	37,822
04	WATER PLANT # 2	236,440.00	244,251	79,604.00	80,362
05	WASTEWATER ADMINISTRATION	104,520.00	64,377	36,117.00	17,084
05	WASTEWATER OPERATIONS	376,175.00	315,529	105,792.00	82,824
05	WASTERWATER SEWER	453,929.00	329,324	130,868.00	90,403
06	SOLID WASTE COLLECTION	68,024.00	42,826	19,142.00	11,853
21	HOTEL/MOTEL	64,330.00	70,887	25,713.00	18,876
80	UTHSCH	40,874.00	45,000	10,374.00	11,363

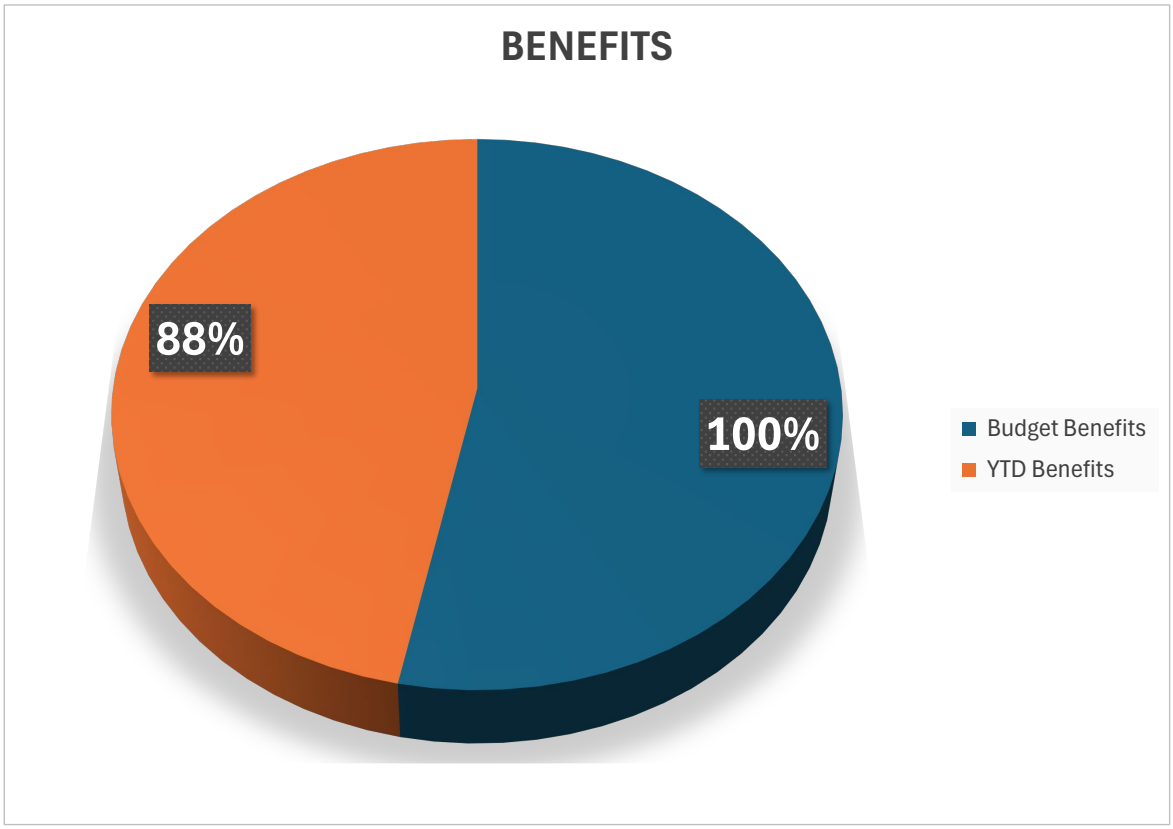
		Budget Salaries	**YTD Salaries**	**Budget Benefits**	**YTD Benefits**
	Totals	11,616,546.00	10,841,847.70	3,395,008.00	2,990,439.94

	Budget Salaries	**YTD Salaries**		**Budget Benefits**	**YTD Benefits**
SALARIES	100%	93%	**BENEFITS**	100%	88%


BUDGET VS YTD SEPTEMBER 2025
11,616,546.00
10,841,847.70
3,395,008.00
2,990,439.94
12,000,000.00
10,000,000.00
8,000,000.00
6,000,000.00
4,000,000.00
2,000,000.00
-
Budget Salaries
YTD Salaries
Budget Benefits
YTD Benefits

Sep-25		**100.00%**


SALARIES
93%
100%
Budget Salaries
YTD Salaries


BENEFITS
88%
100%
Budget Benefits
YTD Benefits

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Public Hearing on an ordinance of the City of San Benito, Texas, amending Ordinance Number 2252, the Zoning Ordinance of the city; providing amendments to the zoning regulations; providing enforcement; repealing all ordinances in conflict; and providing an effective date.

RECOMMENDATION:
Public Hearing, No Action.

RATIONALE:
A Public Hearing Notice was published in the San Benito News on February 13, 2026.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS: Public Hearing Notice

PREPARED BY: Monica L. Rodriguez
Planning Manager

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES

CITY OF SAN BENITO
NOTICE OF PUBLIC HEARING

The City of San Benito Planning & Zoning Commission will conduct a Regular Meeting to consider the following items in a Public Hearing on Thursday, February 26, 2026 at 5:45 p.m. In addition, the San Benito City Commission will consider the same items, in a Public Hearing on Tuesday, March 3, 2026, at 5:30 p.m. in the City San Benito Municipal Building (Cesar Gonzalez Meeting Hall) located at 401 N. Sam Houston Boulevard to receive comments on the following requests:

Rezones:

Public Hearing: To solicit input regarding a request to rezone a property located at 762 East Otho Street bearing a Legal Description: Lot Twelve (12) Block Four (4) Third Addition to the City of San Benito, Cameron County, Texas according to the Map or said addition recorded in Volume 2, Page 5 of the Map Records of Cameron County, Texas from SF-1 "Single Family One" to C-2 "Commercial General Retail Business". Applicant: Alma Delia Cantu.

Public Hearing: To solicit input regarding a request to rezone a property located at 1010 and 1020 Ratliff Street bearing a Legal Description: Being Lot One (1) Two (2) and Three (3) Block One Emma Porter Estates San Benito, Cameron County, Texas according to the Plat thereof recorded in Cabinet 1, Page 848-A, Map Records of Cameron County, Texas from HI "Heavy Industry" to C-2 "Commercial General Retail Business". Applicant: Charles Ratliff.

Public Hearing: To solicit input regarding a request to rezone a property located at 1123 East Eighth Street bearing a Legal Description: Being 10.0-acre tract of land out of Block 27, San Benito Land and Water Company Subdivision, Cameron County, Texas as per map thereof recorded in Volume 1, Page 6, Map Records, Cameron County, Texas, and further being out of certain 20.00 acre tract recorded in Volume 14147, Page 159, Official records, Cameron County, Texas from AO "Agriculture and Open Space" to C-2 "Commercial General Retail Business". Applicants: Francisco and Miriam Galindo.

Public Hearing: To solicit input regarding a request to rezone a property located at 351 Cesar Gonzalez Parkway bearing a Legal Description: Being 5.01 acres of land out of the Southwest 10.0 acres out of the Southeast One-Quarter of Block 6, San Benito Land and Water Company Subdivision, according to Map recorded in Volume 1, Page 6, Map Records, Concepcion De Carricitos Grant, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicant: Ovidio De La Fuente III.

Public Hearing: To solicit input regarding a request to rezone a property located at 780 South Fannin Street bearing a Legal Description: Being the South 35 feet of Lot Six (6), all of Lots Seven (7) and eight (8) and the North One-Half (1/2) of Lot Nine (9), Wilkinson Subdivison, an addition to the City of San Benito, Texas, according to the map or plat thereof recorded in Volume 6, Page 55, Map Records of Cameron County, Texas from SF-1 "Single Family One" to C-2 "Commercial General Retail Business". Applicant: Antonio Vasquez.

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(2-13-26)

March 3, 2026

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RECOMMENDATION:
Public Hearing, No Action.

RATIONALE:
A Public Hearing Notice was published in the San Benito News on February 13, 2026.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS: Public Hearing Notice

PREPARED BY: Monica L. Rodriguez
Planning Manager

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

CITY OF SAN BENITO
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RECOMMENDATION:
Public Hearing, No Action.

RATIONALE:
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BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

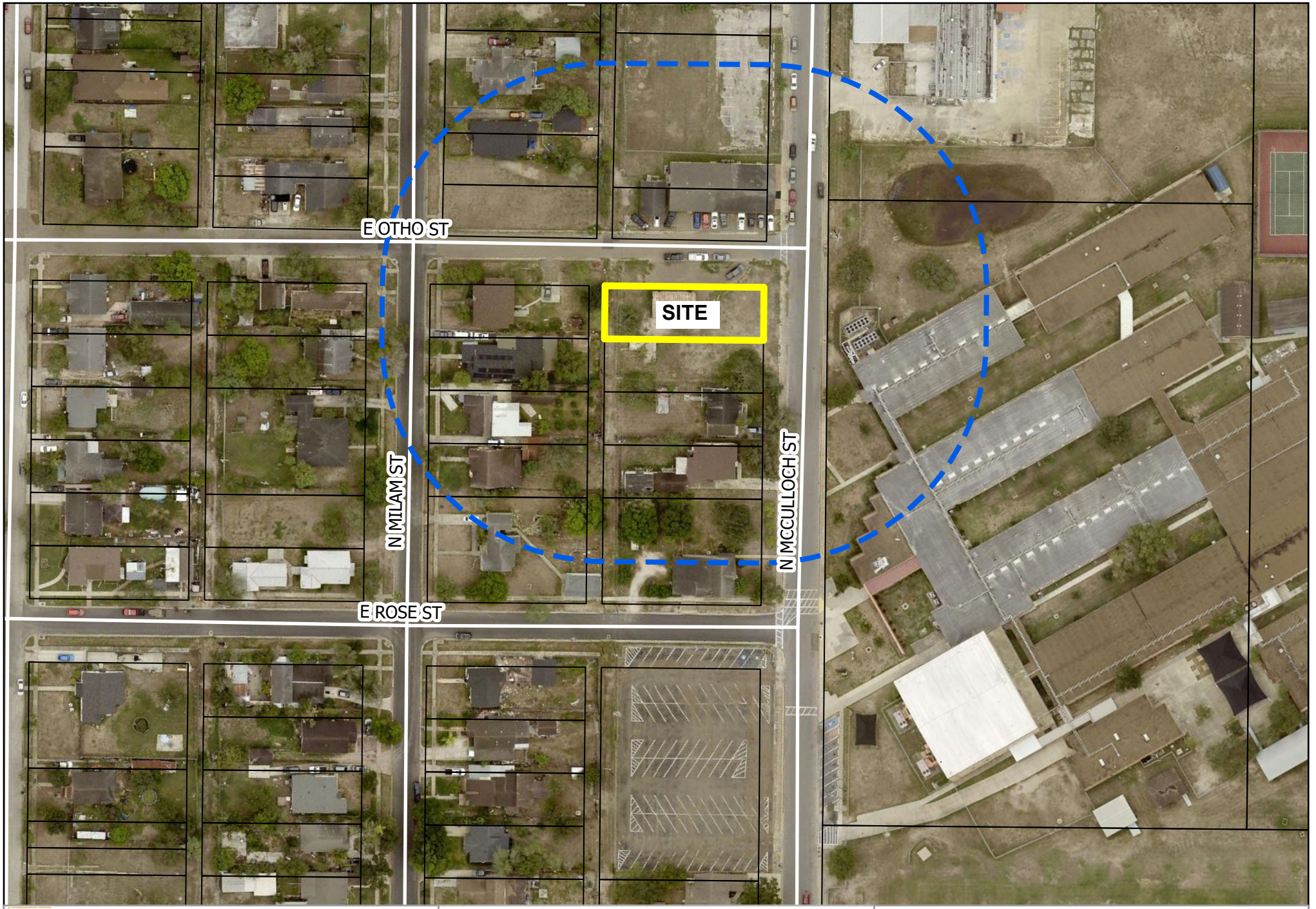
EXHIBITS: 200' Radius Map
Public Hearing Notice

PREPARED BY: Monica L. Rodriguez

Planning Manager

02/25/2026
Date

Fred R. Sandoval
Fred Sandoval
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SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

200' Radius Map
762 E. Otho St.
Rezone from SF-1 to C-2

N

100 50 0 Miles

Legend

- PROPERTY LINES
- 200' RADIUS
- CCAD_COSB_PARCELS
- STREETS

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BUDGET IMPACT:
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RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS: 200' Radius Map
Public Hearing Notice

PREPARED BY: Monica L. Rodriguez

Planning Manager

02/25/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager



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THE SOUL OF SOUTH TEXAS

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Drawn by: KC

200' Radius Map
Ratliff St.
Rezone from HI to C-2

N

100 50 0 Miles

Legend

- PROPERTY LINES
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- CCAD_COSB_PARCELS
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BUDGET IMPACT:
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RESOURCE PERSONNEL:
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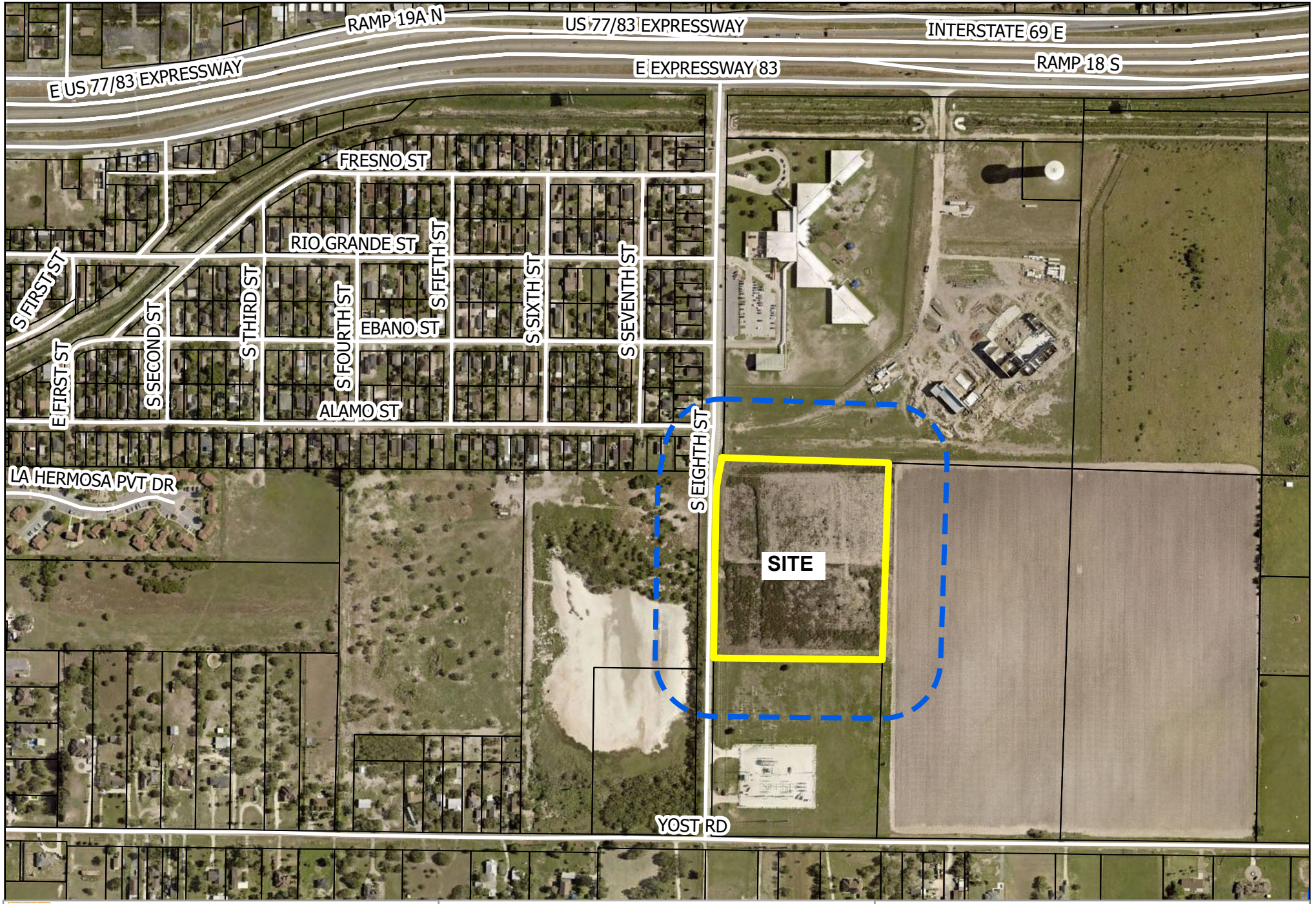
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PREPARED BY: Monica L. Rodriguez

_____ 02/25/2026
Planning Manager Date

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Drawn by: KC

200 Radius Map
1123 E. Eighth St.
Rezone from AO to C-2

N

100 50 0 Miles

Legend

- PROPERTY LINES
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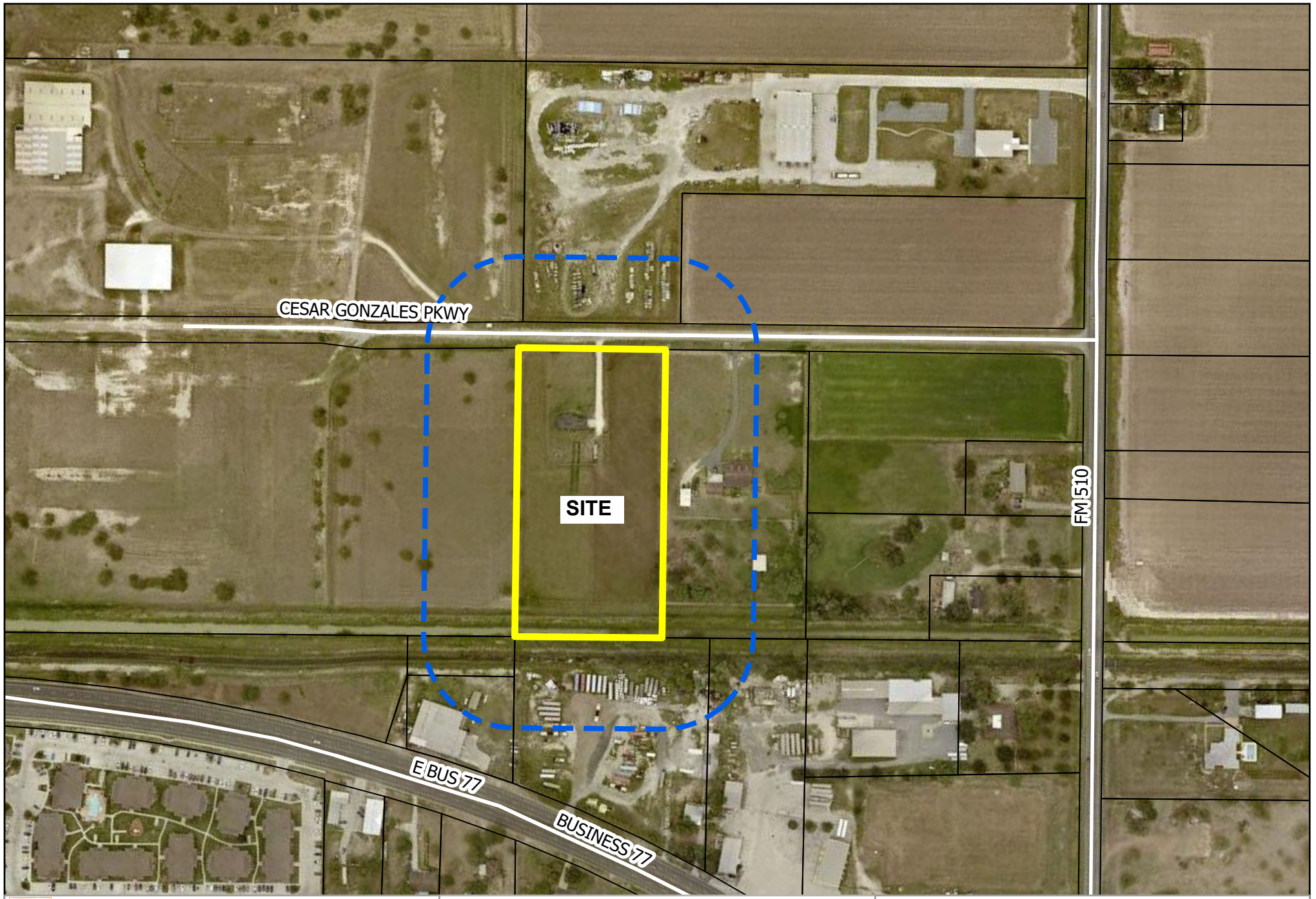
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Rezone from LI to C-2

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Public Hearing: To solicit input regarding a request to rezone a property located at 762 East Otho Street bearing a Legal Description: Lot Twelve (12) Block Four (4) Third Addition to the City of San Benito, Cameron County, Texas according to the Map or said addition recorded in Volume 2, Page 5 of the Map Records of Cameron County, Texas from SF-1 "Single Family One" to C-2 "Commercial General Retail Business". Applicant: Alma Delia Cantu.

Public Hearing: To solicit input regarding a request to rezone a property located at 1010 and 1020 Ratliff Street bearing a Legal Description: Being Lot One (1) Two (2) and Three (3) Block One Emma Porter Estates San Benito, Cameron County, Texas according to the Plat thereof recorded in Cabinet 1, Page 848-A, Map Records of Cameron County, Texas from HI "Heavy Industry" to C-2 "Commercial General Retail Business". Applicant: Charles Ratliff.

Public Hearing: To solicit input regarding a request to rezone a property located at 1123 East Eighth Street bearing a Legal Description: Being 10.0-acre tract of land out of Block 27, San Benito Land and Water Company Subdivision, Cameron County, Texas as per map thereof recorded in Volume 1, Page 6, Map Records, Cameron County, Texas, and further being out of certain 20.00 acre tract recorded in Volume 14147, Page 159, Official records, Cameron County, Texas from AO "Agriculture and Open Space" to C-2 "Commercial General Retail Business". Applicants: Francisco and Miriam Galindo.

Public Hearing: To solicit input regarding a request to rezone a property located at 351 Cesar Gonzalez Parkway bearing a Legal Description: Being 5.01 acres of land out of the Southwest 10.0 acres out of the Southeast One-Quarter of Block 6, San Benito Land and Water Company Subdivision, according to Map recorded in Volume 1, Page 6, Map Records, Concepcion De Carricitos Grant, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicant: Ovidio De La Fuente III.

Public Hearing: To solicit input regarding a request to rezone a property located at 780 South Fannin Street bearing a Legal Description: Being the South 35 feet of Lot Six (6), all of Lots Seven (7) and eight (8) and the North One-Half (1/2) of Lot Nine (9), Wilkinson Subdivison, an addition to the City of San Benito, Texas, according to the map or plat thereof recorded in Volume 6, Page 55, Map Records of Cameron County, Texas from SF-1 "Single Family One" to C-2 "Commercial General Retail Business". Applicant: Antonio Vasquez.

Public Hearing: To solicit input regarding a request to rezone a property located at 942 East Stenger Street bearing a Legal Description: Tract I: A 1.44 acre of land being a portion of Block Two (2) of the Clara Subdivision in Block Seventeen (17) of the San Benito Land and Water Company Subdivision, as recorded in Volume 4, Page 72 of the Map Records of Cameron County, Texas and Tract II: Being a 0.31 acre tract of land, being part of Block (2), of the Clara Subdivision in Block Seventeen (17) of the San Benito Land and Water Company Subdivision, as recorded in Volume 4, Page 72 of the Map Records of Cameron County, Texas from C-1 "Commercial Restricted Business" to MH "Mobile Home". Applicants: Carlos and Alicia Ruiz.

Zoning Ordinance:

Public Hearing: To solicit input regarding an ordinance of the City of San Benito, Texas, amending Ordinance Number 2252, the Zoning Ordinance of the city; providing amendments to the zoning regulations; providing enforcement; repealing all ordinances in conflict; and providing an effective date.

Flood Damage Prevention Ordinance:

Public Hearing: To solicit input regarding an ordinance of the City of San Benito, amending Ordinance Number 2546 and any other amending ordinances codified in the Code of Ordinances pertaining to "Flood Damage Prevention"; repealing all ordinances in conflict; and providing for an effective date.

The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information, please call the Planning Department at (956) 361-3800 Ext. 405.

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(2-13-26)

March 3, 2026

EXECUTIVE SUMMARY

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RECOMMENDATION:
Public Hearing, No Action.

RATIONALE:
A Public Hearing Notice was published in the San Benito News on February 13, 2026. Public Hearing Notices were mailed to the property owners within a 200' radius of the subject property.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

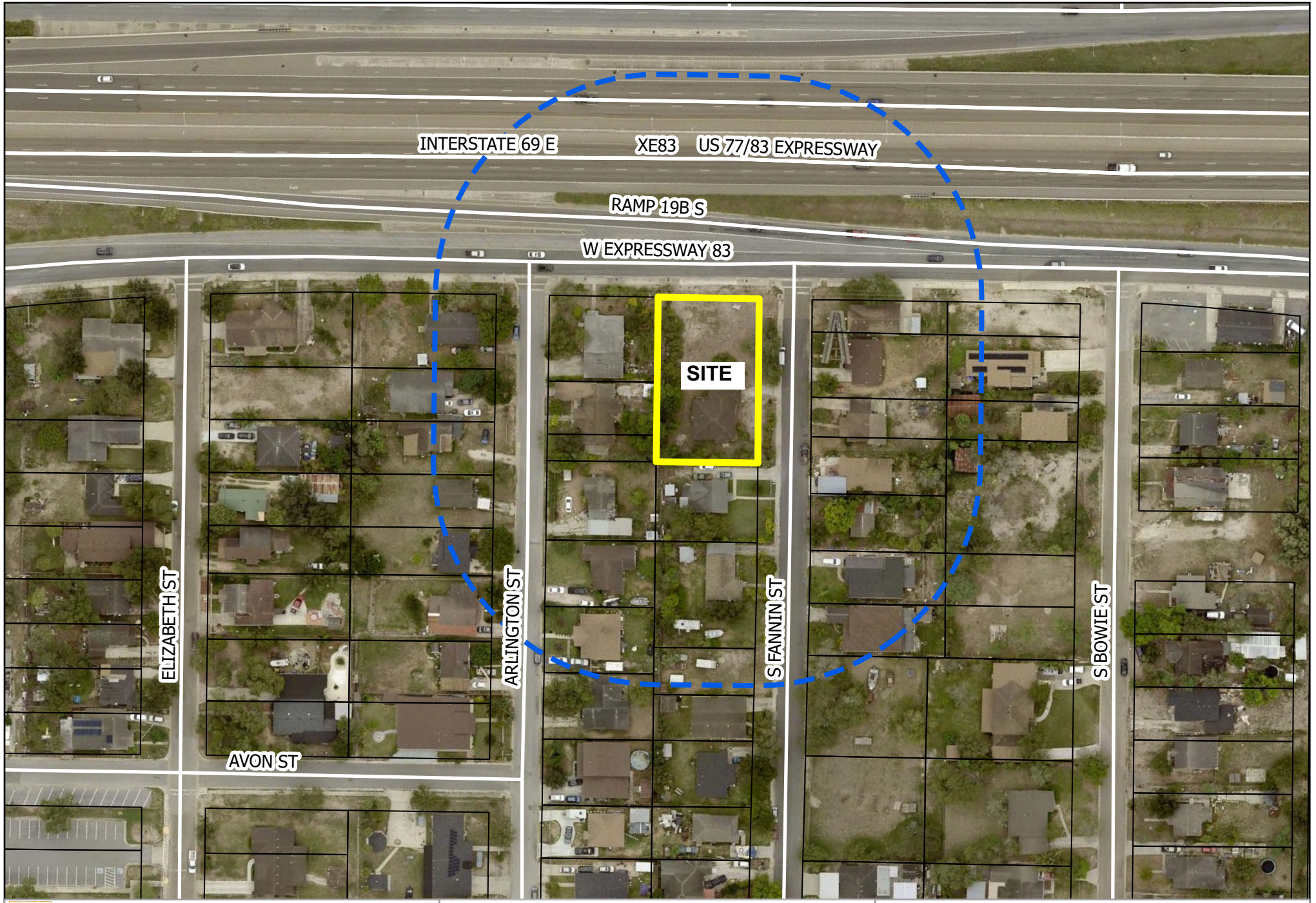
EXHIBITS: 200' Radius Map
Public Hearing Notice

PREPARED BY: Monica L. Rodriguez

Planning Manager

02/25/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager



SAN BENITO
THE SOUL OF SOUTH TEXAS

GIS Map Disclaimer:
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Drawn by: KC

200' Radius Map
780 S. Fannin St.
Rezone from SF-1 to C-2

N

100 50 0 Miles

Legend

- PROPERTY LINES
- 200' RADIUS
- CCAD_COSB_PARCELS
- STREETS

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BUDGET IMPACT:
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RESOURCE PERSONNEL:
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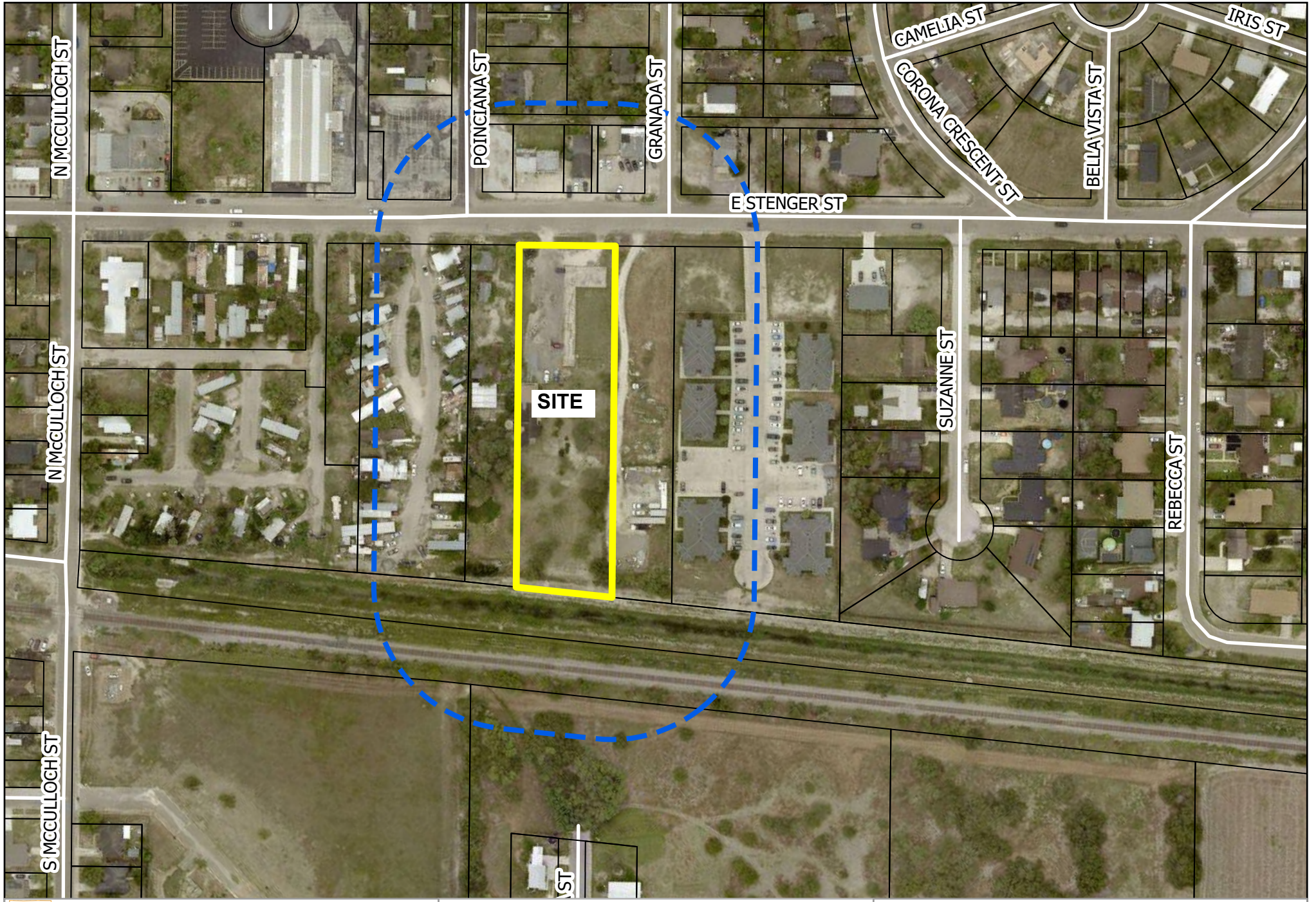
EXHIBITS: 200' Radius Map
Public Hearing Notice

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Planning Manager

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SAN BENITO
THE SOUL OF SOUTH TEXAS

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942 E. Stenger St.
Rezone from C-1 to MH

N

100 50 0 Miles

Legend

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PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES

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(2-13-26)

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the minutes of the February 3, 2026 City of San Benito Regular City Commission Meeting.

RECOMMENDATION:
City Administration recommends approval.

RATIONALE:
Upon approval of the minutes will be archived in a permanent docket.

BUDGET IMPACT:
None.

RESOURCE PERSONNEL:
Ruth McGinnis, City Secretary

EXHIBITS: 02-03-2026 Minutes RCCM

PREPARED BY: Ruth McGinnis
City Secretary

02/25/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

MINUTES OF THE CITY OF SAN BENITO REGULAR CITY COMMISSION MEETING

On February 3, 2026, the City Commission convened for a Regular City Commission Meeting at the San Benito Municipal Building, Cesar Gonzalez Meeting Hall, 401 North Sam Houston Boulevard, San Benito, Texas.

City Commission Members Present: Ricardo Guerra, Mayor; Tom Goodman, Mayor Pro Tem; Deborah A. Morales, Commissioner, Place 2; Pete A. Galvan, Commissioner Place 3; Jose E. Navarro, Commissioner Place 4; City Attorney Javier Villalobos.

Not Present: Attorney Eric Flores.

City Administration Personnel Present: Fred Sandoval, City Manager; Diana C. Garza, Assistant City Manager; Ruth McGinnis, City Secretary.

ITEM 1. WELCOME.

Mayor Ricardo Guerra called the meeting to order at 5:33 p.m., confirming a quorum.

ITEM 2. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG AND TO THE TEXAS FLAG.

All present recited the pledge of allegiance to the U.S. Flag and to the Texas Flag.

ITEM 3. INVOCATION.

Mayor Pro Tempore Tom Goodman led the invocation.

ANNOUNCEMENT(S)

- **AWARD CERTIFICATES OF RECOGNITION TO MEMBERS WHO PREVIOUSLY SERVED THE SAN BENITO CHAMBER OF COMMERCE.**

Commissioner Deborah Morales read all announcements: Market Days on February 14; Walking School Bus on February 20; Soul of South Texas Carnival and Concerts on February 16 – March 1; Hog Waddle Concert on March 14.

Commissioner Morales read a small biography of Sam Patel, Linda De La Garza, and Toni Crane afterwards the City Commission presented each with their Certificates of Recognition.

PUBLIC COMMENTS (Speakers/Remarks limited to three minutes).

Ruth McGinnis, City Secretary, announced citizens registered to speak during the Public Comments portion of the meeting:

Mr. Eddie Loa expressed concern about easement on Charles Barber Road and the fair and consistent enforcement of city codes. Mentioned an electric company intends to replace light poles and proposed assessing work area through front of properties potentially causing damage to concrete driveways. Talked about his neighbor speaking with Fred Sandoval about this issue who allegedly stated the easement was never recorded which he does not understand being all seven residents living on Charles Barber Road have same easement recorded in their deeds. The easement is officially recorded with Cameron County Clerk Office. His neighbor Ramiro Pecina raised his fence approximately two feet and brought truckloads of dirt resulting repeated flooding issues in his property and the citation was dismissed by the City prosecutor. He is now concerned on the pending drainage citation handling that it may also be dismissed before it is ever reviewed by a judge.

Ms. Edith Tamez, President of Furry Friends RGV, commended the City Commission and City Manager for coordinating with RGV Humane Society and doing over one hundred spay and neuter for

residents of our community.

Ms. Esther Rivera Hernandez, stated she is a mother of four, grandmother of nineteen,and great-grandmother of eight. All kids have enjoyed Baseball Softball League. It hurts her to see the baseball fields empty since the city took it over. When is the City bringing baseball back, she does not like going to Harlingen, we have several fields and need to put them to use.

Mr. Joe Rodriguez, recognized city employee JB Lara and his crew for taking care of a resident's water meter because the freeze was approaching and was concerned pipes would freeze. The other recognition is for Norma Benavidez, he sends her emails about street lights that go off at the park and she takes care of these issues promptly.

PRESENTATIONS

PRESENTATION OF THE CITY MANAGER'S REPORT.

Fred Sandoval, City Manager, stated last week the Texas Department of State Health Services Consumer Protection Division inspected our Water Plant and Wastewater Plant reporting no deficiencies and passed. Commended the Wastewater Plant and Water Plant staff for a great job. On another note, last week the Office of Congressman Vicente Gonzalez informed us our congressional earmarked, the second part of it had come in. We had put in, prior to him being here, a congressional earmark back in 2023 for a ground storage tank and a Scada System. The Scada System was awarded, broken into two different funding mechanisms. One is through the EPA Water Funds and the other one is through Department of Interior, we received the second half of that. The Water Plant Number 2 round storage tank was $1,000,092 and he wishes to thank Congressman Gonzalez. He also commended and recognized the Finance Department for receiving the Government Finance Officers Award fifth year in a row. He also recognized Ms. Lilian Kim, Board Member, Rio Grande Valley Humane Society, for all her efforts in making the spay and neuter program a success in San Benito.

CONSENT AGENDA ITEM(S)

Mayor Pro Tem Tom Goodman moved to approved Consent Agenda Item 1, Item 2, Item 3, Item 4, and Item 5, motion seconded by Commissioner Deborah Morales, and carried unanimously.

ITEM 1. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE MINUTES OF THE JANUARY 6, 2026, AND THE JANUARY 20, 2026, CITY OF SAN BENITO REGULAR CITY COMMISSION MEETINGS.

ITEM 2. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL READING OF ORDINANCE NUMBER 2252-AT-020326, TO APPROVE A VOLUNTARY DE-ANNEXATION OF A PROPERTY LOCATED AT 29426 RESACA DRIVE, BEARING A LEGAL DESCRIPTION: BEING LOT 1, JO C. ELSTNER'S HORSE SHOE SUBDIVISION AS RECORDED IN VOLUME 8, PAGE 71, MAP RECORDS, CAMERON COUNTY, TEXAS. APPLICANT: LUIS M. GARZA (APPLICANT MEMORANDUM DATED DECEMBER 4, 2025 ON RECORD).

ITEM 3. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL READING OF ORDINANCE NUMBER 2252-AU-020326, A REQUEST TO APPROVE A REZONE FOR A PROPERTY LOCATED AT THE INTERSECTION OF CESAR GONZALEZ PARKWAY AND FM 510 BEARING A LEGAL DESCRIPTION: BEING 6.591 ACRES OF LAND OF THE NORTH 20.00 ACRES OUT OF THE SOUTHEAST ONE-QUARTER OF BLOCK 6 SAN BENITO LAND AND WATER COMPANY SUBDIVISION, ACCORDING TO MAP RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS, CONCEPCION DE CARRICITOS GRANT, CAMERON COUNTY, TEXAS FROM LI "LIGHT INDUSTRY" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANT: JULIAN AND ALMA DELGADO.

ITEM 4. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL READING OF ORDINANCE NUMBER 2252-AV-020326, A REQUEST TO REZONE A PROPERTY LOCATED AT 251 CESAR GONZALEZ PARKWAY BEARING A LEGAL DESCRIPTION: BEING 5.007 ACRES OF LAND OUT OF BLOCK 6, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS OF CAMERON COUNTY, TEXAS FROM LI "LIGHT INDUSTRY" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANT: RODOLFO LOPEZ.

ITEM 5. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE SECOND AND FINAL READING OF ORDINANCE NUMBER 2252-AW-020326, A REQUEST TO REZONE A PROPERTY LOCATED AT 734 WHITNEY STREET BEARING A LEGAL DESCRIPTION: LOTS NUMBER ONE (1) AND TWO (2), IN BLOCK NUMBER ONE (1) IN WHITNEY SUBDIVISION NUMBER TWO (2), CAMERON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 12, PAGE 19, MAP RECORDS OF CAMERON COUNTY, TEXAS FROM SF-1 "SINGLE FAMILY ONE" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS". APPLICANT: REYMUNDO MARTINEZ.

ITEM(S) FOR INDIVIDUAL CONSIDERATION

ITEM 1. FIRST READING OF ORDINANCE NUMBER 2593-C-02-2026, AN ORDINANCE AMENDING ORDINANCE NUMBER 2583-B-09-2022 AND ALL ORDINANCES IN CONFLICT THEREWITH, AND PROVIDING FOR A CHANGE IN THE NUMBER OF BUDGETED AND AUTHORIZED POSITIONS AT THE RANK OF PATROL OFFICER FOR THE SAN BENITO POLICE DEPARTMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

Mario Perea, Police Chief, presented this item indicating ordinance is in fulfillment of a grant for two additional patrol officers funded through the Cops Hiring Grant, awarded in January 2026, covering seventy-five percent of their salary.

Mayor Ricardo Guerra announced No Motion due to being a First Reading.

ITEM 2. FIRST READING OF ORDINANCE NUMBER 2636 CREATING THE RIO GRANDE VALLEY PUBLIC UTILITY AGENCY; APPROVING BYLAWS; PROVIDING FOR PURPOSES, POWERS, AND GOVERNANCE; APPOINTING INITIAL DIRECTORS; ESTABLISHING AN EFFECTIVE DATE; AND ADDRESSING RELATED MATTERS.

City Manager Fred Sandoval addressed the City Commission stating we have talked about this kind of unified front with several other cities. Recently, the mayor and mayor pro-tempore attended a meeting along with other mayor that are involved. We are on the ground floor, and it could bear fruit in the future providing alternate sources of water, not only for us, but other cities in south Texas, along with economic development.

Dr. Carlos Marin, PE, advised this is the beginning of the ground floor for the Public Utility Agency for the Rio Grande Valley and provided a recap of the full project.

Mayor Ricardo Guerra announced No Motion due to being a First Reading.

City Manager Fred Sandoval addressed the City Commission requesting to take out of sequence Agenda Items 14, 15, and 16 at this time.

ITEM 14. CONSIDERATION AND POSSIBLE ACTION TO SELECT A FINANCIAL ADVISOR FOR THE REQUEST FOR PROPOSALS AND STATEMENT OF QUALIFICATIONS RFP #2025-1104-002 FINANCIAL ADVISOR SERVICES FOR THE TEXAS WATER DEVELOPMENT BOARD DRINKING WATER STATE REVOLVING FUND PROGRAM.

Commissioner Pedro Galvan moved to select Hilltop Securities Investment Banking Solutions, motion seconded by Commissioner Deborah Morales, and carried unanimously.

ITEM 15. CONSIDERATION AND POSSIBLE ACTION TO SELECT A PROFESSIONAL ENGINEER FOR THE REQUEST FOR QUALIFICATIONS RFQ #2025-1104-003 PROFESSIONAL ENGINEERING SERVICES FOR THE TEXAS WATER DEVELOPMENT BOARD DRINKING WATER STATE REVOLVING FUND PROGRAM.

Commissioner Pedro Galvan moved to select Ambiotech Civil Engineering Group, motion seconded by Commissioner Joe Navarro, and carried unanimously.

ITEM 16. CONSIDERATION AND POSSIBLE ACTION TO SELECT A BOND COUNSEL FOR THE REQUEST FOR PROPOSALS AND STATEMENT OF QUALIFICATIONS RFP #2025-1104-004 BOND COUNSEL SERVICES FOR THE TEXAS WATER DEVELOPMENT BOARD DRINKING WATER STATE REVOLVING FUND PROGRAM.

Mayor Pro Tem Tom Goodman moved to select Winstead PC, motion seconded by Commissioner Pedro Galvan, and carried unanimously.

ITEM 17. CONSIDERATION AND POSSIBLE ACTION TO SELECT ADMINISTRATIVE AND PROFESSIONAL SERVICES FOR THE REQUEST FOR PROPOSALS RFP #2025-1104-005 ADMINISTRATIVE AND PROFESSIONAL SERVICES FOR THE TEXAS WATER DEVELOPMENT BOARD DRINKING WATER STATE REVOLVING FUND PROGRAM.

Dr. Carlos Marin, PE, advised this is a $10 million Water Development Award Grant received and we are in the process of getting that project implemented. Part of that requires solicitation of bond counsel, financial services, engineers, and professional support services and those have to be solicited in a certain way to be qualified for the reimbursement reason that's what these four elements are about. It's a $10 million project to replace a large concrete line with convention PBC to ten million.

City Manager Fred Sandoval reiterated, basically, we are following the procurement to advertise and procure services according to their guidelines.

Dr. Carlos Marin, PE, confirmed, and reimbursement will come from the funds.

Mayor Pro Tem Tom Goodman moved to approve Item 14, 15, 16, and 17, motion seconded by Commissioner Joe Navarro, and carried unanimously.

Mayor Pro Tem Tom Goodman withdrew his motion.

City Attorney Javier Villalobos requested to go into Executive Session.

Mayor Ricardo Guerra moved to go into Executive Session at 6:16p.m and reconvened at 6:26p.m.

Commissioner Deborah Morales moved to select Water Finance Exchange, Inc., motion seconded by Commissioner Joe Navarro, and carried unanimously

ITEM 3. FIRST READING OF ORDINANCE NUMBER 2637 ESTABLISHING THE KEEP SAN BENITO BEAUTIFUL ADVISORY BOARD.

Samantha Guzman, Executive Assistant to Administrative Services Director, presented this item indicating this program is to Keep San Benito Beautiful and there will be annual membership dues with exception of board members. These monies will be used to pay the annual renewal membership fees to Keep Texas Beautiful. City Manager Fred Sandoval advised a budget amendment will be done to create the position for this program. Commissioner Pedro A. Galvan indicated some cities tie this program with their Parks and Recreation Department and believes might be helpful due to having issues with participation.

Mayor Ricardo Guerra announced No Motion due to being a First Reading.

ITEM 4. DISCUSSION AND POSSIBLE ACTION TO AMEND ORDINANCE 2573-B-10-2024 CONCERNING FEES AND USE OF SAN BENITO COMMUNITY BUILDING.

Mayor Ricardo Guerra, announced this item was placed at the request of Commissioner Deborah Morales and Commissioner Pedro Galvan.

Commissioner Pete A. Galvan stated he would like the Community Building to be rented to the public and requested restructure the rental fee.

Commissioner Deborah Morales said she sees this as a proactive approach in working with our community.

City Manager Fred Sandoval requested time to come back with a fee structure.

City Attorney Javier Villalobos directed the City Commission no need to motion, being there is nothing to vote on.

ITEM 5. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NUMBER 2026-0203-001(R), A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION FOR THE FISCAL YEAR 2027 OPERATION LONE STAR GRANT PROGRAM (OLS) TO THE OFFICE OF THE GOVERNOR, AND AUTHORIZING THE MAYOR AS THE AUTHORIZED REPRESENTATIVE.

George Mata, Fire Marshal, explained grant enhances operations with other agencies that are in support of Operation Lone Star at a $20,000 minimum to a $5 million maximum.

Mayor Pro Tem Tom Goodman moved to approve Item 5, to approve Resolution Number 2026-0203-001(R) authorizing the submittal of a grant application for the Fiscal Year 2027 Operation Lone Star Grant Program (OLS) to the Office of the Governor, and authorizing the Mayor as the authorized representative, motion seconded by Commissioner Deborah Morales, and carried unanimously.

ITEM 6. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NUMBER 2026-0203-002(R), A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPROVE THE APPLICATION AND ACCEPTANCE OF THE BORDER ZONE FIRE DEPARTMENT GRANT FISCAL YEAR 2027.

George Mata, Fire Marshal, stated grant to purchase specialized equipment for the Fire Department. Applying for next year, the maximum is $250,000.

Commissioner Deborah Morales moved to approve Item 6, to approve Resolution Number 2026-0203-002(R) authorizing the mayor or his designee to approve the application and acceptance of the Border Zone Fire Department Grant Fiscal Year 2027, motion seconded by Commissioner Joe Navarro, and carried unanimously.

ITEM 7. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NUMBER 2026-0203-003(R) ADOPTING A RESOLUTION REGARDING CIVIL RIGHTS.

Diana Garza, Assistant City Manager stated this is a formality, making sure we are in compliance so we are able to get our reimbursement for the work being done for the Comprehensive Plan. It is required for municipalities to have and we do not.

Commissioner Pete Galvan moved to approve Item 7, to approve Resolution Number 2026-0203-003(R) adopting a resolution regarding Civil Rights, motion seconded by Commissioner Joe Navarro, and carried unanimously.

City Attorney Javier Villalobos directed the City Commission take Item 8 and Item 9 together.

ITEM 8. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONTRACT FOR ELECTION SERVICES WITH CAMERON COUNTY FOR THE MAY 2, 2026 GENERAL ELECTION.

Ruth McGinnis, City Secretary requested approval of contract for City to hold a General Election on May 2, 2026 for citizens to vote for a Mayor, a Commissioner, Place 2 and a Commissioner, Place 3.

Commissioner Deborah Morales moved to approve Item 8, to approve a contract for election services with Cameron County for the May 2, 2026 General Election, motion seconded by Commissioner Pedro A. Galvan, and carried unanimously.

ITEM 9. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDER NUMBER 2026-001 CALLING THE CITY OF SAN BENITO GENERAL ELECTION TO BE HELD ON MAY 2, 2026, FOR THE PURPOSE OF ELECTING A MAYOR, COMMISSIONER PLACE 1, AND COMMISSIONER PLACE 2.

Commissioner Deborah Morales moved to approve Item 9, to approve Order Number 2026-001 calling the City of San Benito General Election to be held on May 2, 2026, for the purpose of electing a Mayor, Commissioner Place 1, and Commissioner Place 2, motion seconded by Commissioner Pedro A. Galvan, and carried unanimously.

ITEM 10. CONSIDERATION AND POSSIBLE ACTION TO RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH CARPE NOX INDUSTRIES, LLC.

City Manager Fred Sandoval presented this item stating this was taken to the SBEDC Board at their last meeting, it was approved, being brought to you for final approval and staff recommends approval.

Commissioner Deborah Morales stated that she serves on the Board and was aware that the agreement had been approved. However, her understanding was that the arrangement would extend only through March. She later learned that it is a one-year contract with a quarterly evaluation scheduled for March.

From the ED perspective, she expressed concern that the decision may have been made prematurely, as all relevant information—specifically the financial statements and cost details for the Summer Series Concert and Hog Waddle—was not available at the time. She indicated a desire to further discuss the matter, noting that updated financials show the budget was exceeded.

Commissioner Morales suggested the Board consider extending the contract through March rather than committing it to the full annual term at this time, with a formal evaluation to occur in March before making a longer-term determination.

City Manager Fred Sandoval stated it was approved by EDC and referred to legal counsel.

City Attorney Javier Villalobos stated any EDC contracts come through the City Commission. That's the way you all do it, you approve each contract. It is different from other entities. So, you can either approve it or not.

Mayor Pro Tem Tom Goodman moved to approve Item 10, to approve to ratify the professional services agreement with Carpe Nox Industries, LLC, motion seconded by Mayor Ricardo Guerra.

Commissioner Deborah Morales, Commissioner Joe Navarro, and Commissioner Pedro A. Galvan motioned Nay.

Motion dies.

ITEM 11. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A CONTRACT AGREEMENT FOR CONSULTANT SERVICES WITH TDA CONSULTING, INC., FOR THE DEVELOPMENT OF A REGIONAL 5-YEAR CONSOLIDATED PLAN AND STRATEGIC PLAN (2026-2030).

Diana Garza, Assistant City Manager, stated this is a continuation for our consolidated plan with Harlingen and Brownsville and this is the company selected per RFP's to submit to HUD in Augustin.

Commissioner Pedro Galvan moved to approve Item 11, to approve a contract a Contract Agreement for consultant services with TDA Consulting, Inc., for the Development of a Regional 5-Year Consolidated Plan and Strategic Plan (2026-2030), motion seconded by Mayor Pro Tem Tom Goodman, and carried unanimously.

ITEM 12. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A BUSINESS ELECTRICITY AUTHORIZATION AGREEMENT WITH GEXA ENERGY TO BECOME ITS REP AND TO PERFORM THE NECESSARY TASKS TO ESTABLISH ELECTRICITY SERVICE WITH GEXA ENERGY, LP., STARTING DECEMBER 2030.

City Manager Fred Sandoval stated we had brought this to you in a previous form at the last meeting. Mr. Rudy was here from Valiant Energy and the mayor wanted this brought back as it was a bit unclear who we were actually signing an agreement with. We have representatives from Valiant here so you could get a better picture of what we are doing and what Valiant does for the city as part of being our consultant for energy services.

Rudy Ramirez, Valley Energy Sources, stated on December 16th a resolution to join co -op Mo Casey was adopted. What we did was a reverse RFP, we got pricing and these were the lowest pricing available aside from what we are offering as an added service. We do have a Street Light Program that we assist the City with; any lights are out, we report to AEP and get the lights faster.

Eric Ramirez, Partner with Valley and Energy Sources, elaborated more about electricity to the City Commission.

Commissioner Deborah Morales moved to deny Item 12, a Business Electricity Authorization Agreement with Gexa Energy to become its REP and to perform the necessary tasks to establish electricity service with Gexa Energy, LP., starting December 2030, motion to deny seconded by Commissioner Joe Navarro.

Mayor Pro Tem Tom Goodman, motioned Nay.

Mayor Guerra announced four Yay and one Nay.

Item 12 Not Approved.

ITEM 13. CONSIDERATION AND POSSIBLE ACTION TO AWARD RFP-2026-0010 FOR THE AMENDED EXCLUSIVE MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES.

City Manager Fred Sandoval requested to go into Executive Session to discuss a legal issue with legal Counsel not regarding selection.

Mayor Ricardo Guerra moved to go into Executive Session at 7:07p.m. and reconvened at 8:07p.m.

Mayor Pro Tem Tom Goodman moved to recommend authorizing the City Manager to negotiate a solid waste contract with Republic Services as discussed in Executive Session.

Commissioner Deborah Morales moved to authorize the City Manager to negotiate a solid waste contract with Republic Services as discussed in Executive Session, motion seconded by Commissioner Joe Navarro, and carried unanimously.

AGENDA ITEMS 14, 15, 16, AND 17 WERE TAKEN OUT OF SEQUENCE.

ITEM 18. CONSIDERATION AND POSSIBLE ACTION TO APPROVE CHANGE ORDER NUMBER 1, SUBMITTED BY KLM ENGINEERING, INC., IN ADDITION TO THE ORIGINAL CONTRACT FOR THE FREDDY FENDER TOWER REHABILITATION PROJECT, FOR AN ADDITIONAL COST OF $11,600.00.

City Manager Fred Sandoval, stated this Change Order is to take care of a dollar plate replacement in the very top of the tower that we were not able to get to in the inspection. It is severely rusted and they need to cut it out and replace it. Note that this tower is about twenty-five years of service and it's never been rehabbed.

Mayor Pro Tem Tom Goodman moved to approve Item 18, to approve Change Order Number 1, submitted by KLM Engineering, Inc., in addition to the original contract for the Freddy Fender Tower Rehabilitation Project, for an additional cost of $11,600.00, motion seconded by Commissioner Joe Navarro, and carried unanimously.

ITEM 19. CONSIDER A POSSIBLE ACTION TO APPROVE A WEATHER INSURANCE APPLICATION WITH VORTEX INSURANCE AGENCY, LLC, FOR RAIN INSURANCE COVERAGE FOR THE 2026 HOG WADDLE EVENT IN THE AMOUNT OF $25,193.00.

Commissioner Deborah Morales moved to approve Item 19, to approve a weather insurance application with Vortex Insurance Agency, LLC, for Rain Insurance Coverage for the 2026 Hog Waddle Event in the amount of $25,193.00, motion seconded by Commissioner Joe Navarro and carried unanimously.

ITEM 20. CONSIDERATION AND POSSIBLE ACTION TO RATIFY PAYMENT TO OMT UTILITIES FOR EMERGENCY REPAIRS TO A COLLAPSED MANHOLE AT THE INTERSECTION OF LOVETT ROAD AND BUSINESS HIGHWAY 77 IN THE AMOUNT OF $56,000.00.

City Manager Fred Sandoval indicated we have had OMT on site probably since before the holidays going on different emergencies on manholes. These manholes are too deep for us to do.

Commissioner Pedro Galvan moved to approve Item 20, to approve to ratify payment to OMT Utilities for emergency repairs to a collapsed manhole at the intersection of Lovett Road and Business Highway 77 in the amount of $56,000.00, motion seconded by Commissioner Deborah Morales, and carried unanimously.

The city received an mail from citizen Joe Rodriguez expressing concern on Executive Session verbiage.

At this time, City Manager Fred Sandoval announced that after discussing with legal, they will not be going into Executive Session.

EXECUTIVE SESSION:

1. CONSULTATION WITH LEGAL COUNSEL TO DELIBERATE AND DISCUSS THE ADOPTION OF A STANDARDIZED CITY MANAGER EVALUATION INSTRUMENT PURSUANT TO TEXAS GOVERNMENT CODE §551.071 AND §551.074(A)(1)(2), PERSONNEL MATTER.

2. CONSULTATION WITH LEGAL COUNSEL TO DELIBERATE AND DISCUSS THE PERSONNEL POLICY MANUAL OF THE CITY OF SAN BENITO PURSUANT TO TEXAS GOVERNMENT CODE §551.071 AND §551.074, PERSONNEL MATTER.

POSSIBLE ACTION ON ANY ITEM(S) AS DISCUSSED IN EXECUTIVE SESSION

1. CONSIDERATION AND POSSIBLE ACTION TO ADOPT A STANDARDIZED CITY MANAGER EVALUATION INSTRUMENT.

2. CONSIDERATION AND POSSIBLE ACTION PERTAINING TO THE PERSONNEL POLIC MANUAL OF THE CITY OF SAN BENITO.

Mayor Ricardo Guerra announced No Action on Item 1 and Item 2.

ADJOURNMENT.

There being no further business to come before the Commission, upon duly made motion Mayor Ricardo Guerra announced ADJOURNMENT AT 8:10 P.M.

CITY OF SAN BENITO

_____

HONORABLE RICARDO GUERRA
MAYOR

ATTEST:

_____

RUTH MCGINNIS
CITY SECRETARY

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the Second and Final Reading of Ordinance 2593-C-02-2026, an ordinance amending Ordinance Number 2583-B-09-2022 and all ordinances in conflict therewith, and providing for a change in the number of budgeted and authorized positions at the rank of patrol officer for the San Benito Police Department, and providing for an effective date.

RECOMMENDATION:
The City Staff recommends approval.

RATIONALE:
The San Benito Police Department's police officer positions are established by the City Commission through ordinance. The department is requesting an amendment to the ordinance to add two patrol officer positions, increasing the total number of sworn employees from 45 to 47. These two additional positions will be funded through the COPS Hiring Grant for the next three years. The amendment will allow the department to enhance patrol staffing levels and improve public safety services.

BUDGET IMPACT:
75% of the new officers' salary will be funded through the COPS Hiring Grant. We received an award of $250,000.

RESOURCE PERSONNEL:
Mario Perea, Police Chief

EXHIBITS: Ordinance 2593-C-02-2026

PREPARED BY: Mario Perea
Chief of Police

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

ORDINANCE NUMBER 2593-C-02-2026

AN ORDINANCE PROVIDING CHANGES IN THE NUMBER OF BUDGETED AND AUTHORIZED POSITIONS AT THE RANK OF PATROL OFFICER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of San Benito is a Home-Rule Municipality incorporated and organized under the laws of the State of Texas; and

WHEREAS, the City of San Benito is a Civil Service Municipality for its Police Department; and

WHEREAS, the Civil Service laws provide that the creation of classified positions in the Police Departments shall be implemented by the City Commission for the City of San Benito by Ordinance; and

WHEREAS, the City Management staff, after appropriate consultation, review, and evaluation of the needs of the Police Department and the City have made recommendations relating to the existing rank and classification structure, as well as the number of budgeted positions at each respective rank; and

WHEREAS, City Management staff is recommending creation of an additional authorized position at the rank of Patrol Officer; and

WHEREAS, the addition of this position is in the best interests of the Police Department and the City.

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

Section 1. Police Department. As per the authority specified in Section 143.021of the Texas Local Government Code, as amended, the following classifications are hereby reconfirmed in the City's Police Department below the position of department head and of the person classified immediately below the department head:

Classified Ranks & Appointments of the Police Dept.	Budgeted Slots (current)	Budgeted Slots (modified)
Chief of Police	1	1
Assistant Police Chief	1	1
Captain	1	1
Lieutenant	5	5
Sergeant	5	5
Patrol Officer	32	34

Section 2. It is hereby ordered then that two additional budgeted positions be added to the classification for the rank of Patrol Officer as reflected in the above chart. Funding for these two positions will be provided at 75% of the applicable pay rate through the COPS Hiring Grant for the next three (3) years.

Section 3. Nothing in this Ordinance is intended to be in derogation of the City's Civil Service rights, duties, and privileges and obligations as otherwise stated by law.

Section 4. Effective Date. This Ordinance shall be in full force and effect after February 17, 2026, in accordance with the laws of the State of Texas and the City Charter for the City of San Benito.

FIRST READING before the City Commission of the City of San Benito, at its Regular City Commission Meeting on this the **3rd** day of **February 2026**.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of San Benito at its Regular City Commission Meeting on this the **3rd** day of **March**, **2026**.

CITY OF SAN BENITO

_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve the Second and Final Reading of Ordinance Number 2636 Creating the Rio Grande Valley Public Utility Agency; Approving Bylaws; Providing for Purposes, Powers, and Governance; Appointing Initial Directors; Establishing an Effective Date; and Addressing Related Matters.

RECOMMENDATION:

Staff recommends approval of Ordinance Number 2636 to create the Rio Grande Valley Public Utility Agency (RGVPUA). This action will enable regional coordination for water and wastewater infrastructure, improve service reliability, and position the City for future growth. The ordinance also establishes governance through a Board of Directors and adopts bylaws to ensure compliance with state law.

RATIONALE:

The creation of the Rio Grande Valley Public Utility Agency (RGVPUA) is authorized under Chapter 572 of the Texas Local Government Code, which allows public entities to form a regional agency for water and wastewater services. The Cities of Raymondville, San Benito, Mercedes, and Weslaco seek to collaborate through this agency to plan, construct, operate, and maintain regional water and wastewater facilities. This initiative promotes public health, safety, and welfare, ensures efficient resource management, and supports economic development within the combined service areas.

BUDGET IMPACT:

There is no immediate financial impact associated with adopting this ordinance. The RGVPUA will not incur debt or financial obligations on behalf of the City without separate agreements approved by all participating entities. Future costs related to projects or operations will be subject to subsequent agreements and Council approval.

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS: ORDINANCE 2636 Creation of RGVPUA

PREPARED BY: Fred Sandoval
City Manager

02/23/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

ORDINANCE NUMBER 2636

AN ORDINANCE OF THE CITY OF SAN BENITO, TEXAS CREATING THE RIO GRANDE VALLEY PUBLIC UTILITY AGENCY, INCLUDING MAKING FINDINGS OF FACT; APPROVING BYLAWS OF THE AGENCY; PROVIDING FOR THE PURPOSES, POWERS, AND GOVERNANCE OF THE AGENCY; APPROVING INITIAL DIRECTORS OF THE AGENCY; ESTABLISHING AN EFFECTIVE DATE; ADDRESSING PROPER NOTICE AND MEETING; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, Chapter 572 of the Texas Local Government Code (the "***Act***") authorizes two or more public entities to create a public utility agency by concurrent ordinance to acquire, plan, finance, construct, own, operate, or maintain water and wastewater facilities and to engage in the conservation, storage, transportation, treatment, or distribution of water and the collection, transportation, treatment, or disposal of sewage; and

WHEREAS, the Cities of Raymondville, San Benito, Mercedes, and Weslaco, Texas, (each a "***Participant***" and collectively, the "***Participants***") own and/or operate local water and wastewater systems and desire to create the Rio Grande Valley Public Utility Agency to plan, engineer, permit, acquire, construct, operate, maintain, and/or repair regional water and wastewater facilities to serve their combined service areas in an effective and economic manner; and

WHEREAS, the Rio Grande Valley Public Utility Agency will be governed by a Board of Directors appointed by the sponsoring Participants; and

WHEREAS, each Participant finds that creation of the Rio Grande Valley Public Utility Agency will promote the public health, safety, and welfare and serve a valid public purpose; and

WHEREAS, each Participant believes that the Rio Grande Valley Public Utility Agency will serve the best interests of their residents and customers, and that the Rio Grande Valley Public Utility Agency will provide regional coordination for the development of water and wastewater facilities and services, including but not limited to, drinking water supplies, the water treatment, transportation, and storage infrastructure, wastewater transportation and treatment infrastructure, and the repair and replacement of existing water and wastewater facilities and in support of economic development of the Service Area; and

WHEREAS, each Participant has published notice of its intent to create the Rio Grande Valley Public Utility Agency in accordance with the Act, and the Participants now desire to create the Rio Grande Valley Public Utility Agency by identical concurrent ordinances; and

WHEREAS, the Rio Grande Valley Public Utility Agency will not have the authority to create any debt or financial obligation for or on behalf of any of the Participants until such time that the Participants enter into a separate agreement or approval for such purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS, THAT:

Section 1. Finding of Facts. The above and foregoing recitals are incorporated herein as findings of fact.

Section 2. Creation of the Rio Grande Valley Public Utility Agency. Pursuant to and in accordance with the Act, the Rio Grande Valley Public Utility Agency ("***PUA***") is hereby created as a public utility agency, political subdivision of the State of Texas, political entity and corporate body, and a retail public utility for purposes of Chapter 13, Texas Water Code; having all rights, powers, privileges, and authority set forth in the Act and this Ordinance.

Section 3. Participants. The initial Participants in the PUA are the Cities of Raymondville, San Benito, Mercedes, and Weslaco, Texas. Each Participant is a "public entity" as such term is defined in the Act. The public entities participating in the PUA may be modified by concurrent ordinance of all Participants, as provided in § 572.053 of the Texas Local Government Code. The defined term "Participants" used herein shall mean and include the four above-named Participants and each additional public entity that becomes a member of the PUA.

Section 4. Purpose and Powers of the PUA. The PUA is formed pursuant to the provisions of the Act to assist and act on behalf of the Participants and to engage in activities in the furtherance of the purposes of its creation. It shall have and may exercise all of the rights, powers, privileges, authority, and functions given to public utility agencies under the Act, together with all of the other power, privileges, authority, and functions granted to the PUA by state law. The PUA shall perform any act necessary to the full exercise of the PUA's powers, including those acts necessary to acquire, finance, own, operate, or manage a facility of the PUA. The PUA may enter into a contract, lease, or agreement, including, but not limited to, an interlocal contract as authorized by Chapter 791, Texas Government Code, with or accept a grant or loan from a department or agency of the United States; a department, agency, or municipality or other political subdivision of this state; or a public or private corporation or person for the management and operation of a PUA facility or the acquisition, construction, financing, maintenance, operation, provision, or receipt of a facility, service, or product. The PUA may sell, lease, convey, or otherwise dispose of all or a portion of any right, interest, or property the PUA considers to be unnecessary for the efficient operation or maintenance of its facilities. The PUA may issue revenue bonds.

Section 5. Service Area. The PUA's service area shall consist of the following:

(a) The corporate limits and extra-territorial jurisdiction of the City of Raymondville, as such boundaries exist on the date of this Concurrent Ordinance;

(b) The corporate limits and extra-territorial jurisdiction of the City of San Benito, as such boundaries exist on the date of this Concurrent Ordinance;

(c) The corporate limits and extra-territorial jurisdiction of the City of Mercedes, as such boundaries exist on the date of this Concurrent Ordinance; and -

(d) The corporate limits and extra-territorial jurisdiction of the City of Weslaco, as such boundaries exist on the date of this Concurrent Ordinance.

Section 6. Number of Directors and Qualifications. All powers of the PUA shall be vested in the Board of Directors ("***Board***"). The PUA shall be governed by the Board, initially consisting of four (4) places. The Board shall consist of one (1) representative for each Participant (each, a "***Director***"). The following Directors are hereby named and appointed as the initial Directors of the Board of the PUA:

Place 1 Gilbert Gonzales, Mayor, representing the City of Raymondville, Texas;
Place 2 Ricardo Guerra, Mayor, representing the City of San Benito, Texas;
Place 3 Oscar D. Montoya, Sr., Mayor, representing the City of Mercedes, Texas; and
Place 4 Adrian Gonzalez, Mayor, representing the City of Weslaco, Texas.

Each Director shall have one vote in all matters presented to or considered by the Board. A Director may only be the Mayor or Mayor Pro Tem/Tempore of any Participant that has the authority to appoint a member of the Board. No Director of the PUA may have a personal interest in a contract executed by the PUA other than as an employee, officer, or member of the governing body of the Participant. The Board shall elect from its members a President, Vice President, Secretary/Treasurer, and Assistant Secretary, and the Board shall adopt bylaws consistent with this Ordinance and the Act. The Directors of the PUA serve without compensation.

Section 7. Term of Directors. The terms of Places 1 and 2 of the initial Directors shall last until the end of the fiscal year ending September 30, 2026. The terms of Places 3 and 4 of the initial Directors shall last until the end of the fiscal year ending September 30, 2028. After the completion of each initial term, the term of office of each Director shall be four (4) years, from the date when the prior term ended; and the term for each Director position shall begin on the date a Director is appointed to the Place by the appointing Participant and confirmed by the other Participants. Any Director may be removed from office at any time, with or without cause, by the Participant that appointed such Director. Any Director may be reappointed. The appointment of any Director to the Board, save and except for the initial Directors of the Board, is accomplished by the Participant for a certain Place appointing a qualified individual to that Place, and then such individual is confirmed by all other Participants. The confirming Participants shall confirm the appointment of such individual to the Board no later than thirty (30) days after the appointing Participant's action to appoint that individual to the Board; otherwise, the Participant shall be deemed to have confirmed the appointment of such individual to the Board.

Section 8. PUA Rules. The Board shall adopt rules to govern the operation of the PUA and its employees, facilities, and service, including, but not limited to Bylaws. The Board shall hold regular or special meetings at times and on days or dates as specified in those rules. A majority of the Directors constitute a quorum for the transaction of PUA business, and approval of at least a majority of the Directors on the Board is necessary for approval of any matter coming before the Board. However, any proposed change or amendment regarding the appointment method, number, or term of Directors requires an amendment to this Ordinance, as described in Section 11 below.

Section 9. Additional Powers and Authority. The PUA shall have all other powers of a like or different nature not prohibited by law that are available to governmental entities in Texas and which are necessary or useful to enable the PUA to perform the purposes for which it is created, including the power to issue bonds, notes, or other obligations, and otherwise exercise its borrowing power to accomplish the purposes set forth above; provided the PUA shall not issue bonds, notes, or any debt obligation, or by contract undertake a financial obligation, that will not be funded by funds available, or revenues of the water and wastewater utilities, systems, and facilities constructed or purchased, or by binding contractual commitments made by the Participants and future public entity participants to purchase increments or portions of the water and wastewater utilities, systems, and facilities that are constructed or purchased. The PUA may acquire, by purchasing, any land, easements, rights-of-way, or other property or improvements inside or outside the PUA's service area that are needed or are appropriate to carry out the powers and functions of the PUA.

Section 10. Governmental Body. The PUA is created as a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice & Remedies Code. The operations of the PUA are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Chapter 101, Texas Civil Practice & Remedies Code.

Section 11. Amendment. Amendment to any provision within this Ordinance requires each Participant to adopt a concurrent ordinance that includes the amendment.

Section 12. Fiscal Year. The fiscal year of the PUA shall begin October 1st of each year and end September 30th of the following year; provided, however, the first fiscal year shall begin upon the effective date of creation of the PUA and shall end September 30, 2026.

Section 13. Effective Date. This Ordinance shall take effect immediately upon adoption. The effective date for creation of the PUA shall be the date that the last Participant adopts and approves an identical concurrent ordinance to this Ordinance.

Section 14. Open Meetings Act. It is hereby officially found and determined that the meeting at which this Ordinance is adopted was open to the public and that public notice of the time, place, and purpose of said meeting was provided in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code.

Section 14. Severability. If any section or provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid portion.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on this the **3rd** day of **February, 2026.**

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a City of San Benito Regular Commission Meeting on this, _____ day of **_____.**

CITY OF SAN BENITO, TEXAS

By: _____
Honorable Ricardo Guerra
Mayor

ATTEST:

By: _____
Ruth A. McGinnis
City Secretary

APPROVED AS TO FORM:

By: _____
Javier Villalobos
City Attorney

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the Second and Final Reading of Ordinance Number 2637 establishing the Keep San Benito Beautiful Advisory Board.

RECOMMENDATION:
Staff recommends approval.

RATIONALE:
The purpose of this ordinance is to establish the Keep San Benito Beautiful Advisory Board. The Mayor and each Commissioner will each choose one person (five total) to serve on the Board of Keep San Benito Beautiful.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Samantha Guzman, Administrative Assistant - Code Enforcment

EXHIBITS:
KSBB ORDINANCE 2637
KSBB Bylaws
KSBB Powerpoint

PREPARED BY: Samantha Guzman
Executive Assistant of Administrative Services 02/25/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

ORDINANCE NO. 2637

AN ORDINANCE OF THE CITY OF SAN BENITO ESTABLISHING THE KEEP SAN BENITO BEAUTIFUL COMMISSION; PROVIDING FOR THE REPEAL OF ANY ORDINANCES OR SECTIONS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

WHEREAS, The City Council of San Benito, Texas has determined after citizen input that the creation of a Keep San Benito Beautiful Commission would be in the best interest of the City of San Benito and is necessary and proper for the carrying out of the City of San Benito's litter abatement and beautification programs.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN BENITO:

SECTION I. PURPOSE.

That a Keep San Benito Beautiful Commission is hereby created for the purpose of assisting the City Council in establishing a citywide policy for city beautification and decreasing the amount of litter in the city.

SECTION II. MEMBERS.

That the Commission provided for herein shall be comprised of members (5) members to be nominated by, and approved by, the City Council and shall be residents of the City. The board shall consist of representatives from business and industry, media, community organizations, education, and members at large.

Those five members of the Commission originally appointed shall be appointed for a term of two (2) years. Thereafter, the term of each Commission member shall be two (2) years. No Commission member shall serve three (3) successive terms, provided, however, that a Commission member appointed to complete the term of another Commission member shall, at the completion of such term, be eligible for appointment for another full term; and provided further, that one place shall be reappointed by the City of San Benito Commisson.

SECTION II. EXECUTIVE DIRECTOR.

That the Executive Director of the Commission shall be a non-voting member of the Commission. The Executive Director shall be custodian of all minutes and records of the Commission and perform such other duties as the Commission may deem necessary and consistent with both the responsibilities of the Commission and her responsibilities to the City of San Benito through the City Manager. The Executive Director shall work under the supervision

and control of the Assistant City Manager for the purpose of implementing the provisions of this ordinance.

SECTION IV. MEETINGS.

Those five (5) members of the Commission shall constitute a quorum for the conduct of business. The members of the Commission shall regularly attend meetings and serve without compensation except for reimbursement of authorized expenses attendant to the performance of their duties.

The Commission shall hold an organizational meeting in August of each year and shall elect a Chairperson and Vice-Chairperson from among its members before proceeding to any other matters of business. The Commission shall meet regularly and shall designate the time and place of its meetings.

The Commission shall adopt its own rules of procedure and keep a record of its proceedings in accordance with the provisions of this ordinance and the Charter of the City of San Benito. Newly-appointed members shall be installed at the first regular meeting after their appointment.

Each month a report shall be submitted to the City Council showing the cumulative attendance of each member with notation of members who have been absent from three (3) consecutive meetings.

SECTION V. RESPONSIBILITIES.

The Commission shall recommend policies related to litter prevention, beautification and community improvement, and the minimization of solid waste to the City Council so all city activities might follow a common purpose. The Commission shall have the following responsibilities:

(a) Develop citywide refuse and environmental policy plan(s);

(b) Evaluate city actions in light of that policy;

(c) Determine and recommend to the City Council management and program priorities on a citywide basis;

(d) Recommend enforcement and additional program alternatives;

(e) Monitor city performance from data collected and examined under the Keep Texas Beautiful, Inc. affiliate requirements and make an annual report to the City Council; and

(f) Carry out such other tasks as the City Council may designate.

SECTION VI. SEVERABILITY.

That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of the Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional or illegal by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, or paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional or illegal phrase, clause, sentence, paragraph, or section.

SECTION VII. REPEAL.

Any existing ordinance or portion of an existing ordinance in conflict with the terms of this ordinance is hereby repealed.

SECTION VIII. EFFECTIVE DATE.

That this ordinance shall be in full force and effect from and after the date of its passage, and it is so ordained.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the **3rd** day of **February, 2026**.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, **3rd** day of **March, 2026**.

CITY OF SAN BENITO, TEXAS

_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

Bylaws

ARTICLE ONE
Name

The name of this non-profit organization shall be Keep San Benito Beautiful hereinafter referred to as the Organization.

ARTICLE TWO
Classification/Purpose

Article 2.1 Organization

The Organization was created to implement and maintain the Keep Texas Beautiful System and as an outgrowth and revision of the City of San Benito, this reorganization resulting from votes of adoption by the San Benito Beautification Commission and the San Benito City Council.

Article 2.2 Purpose/Aims

The purposes and aims of this Organization will be charitable and educational within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1986 as amended and applicable Texas state statutes, and is thus classified as a tax-exempt charitable organization.

Article 2.3 Address

The mailing address of the Organization is 401 N. Sam Houston San Benito, TX 78586

ARTICLE THREE
Mission, Vision and Goals

Article 3.1 Mission Statement

To inspire and empower all residents of San Benito by fostering community pride through education, volunteerism, and hands-on action —working together for a cleaner, greener, and more beautiful city for generations to come.

Article 3.2 Vision Statement

To inspire a cleaner, more beautiful San Benito where residents, businesses, and visitors feel proud to live, work, and explore.

Article 3.3 Goals

The goals of Keep San Benito Beautiful, an all-volunteer, non-profit community 501 (c) (3) organization are:

- Litter prevention
- Beautification
- Reduce, reuse and recycle

ARTICLE FOUR
Membership and Dues

Article 4.1 Membership

Membership in the Organization shall have a yearly fee of $50 for individuals, $25 for students, $35 for seniors (55+) and $250 for business or organization. KSBB is open to any individuals, families, governmental units, clubs, civic organizations, schools, churches, businesses and other groups who support the purposes and goals of the Organization.

Article 4.2 Board of Director Members

All members of the Board of Directors must be members of Keep San Benito Beautiful, but will not pay a membership fee while serving on the board.

Article 4.4 Annual Dues

For those classes of membership subject to annual dues, the annual dues shall cover the period of January 1 through December 31.

ARTICLE FIVE
Board of Directors

Article 5.1 Number and Description

The governing body of the Organization shall be the Board of Directors. This body shall consist of five members:

Article 5.1.A. Appointed Board of Directors

The five appointed directors will be chosen by the San Benito City Council after first having completed a Keep San Benito Beautiful. Application.

Article 5.2 Non-Voting Member

The Executive Director shall serve as a non-voting member of the Board.

Article 5.3 Management and Adopted Policies

The Board shall be responsible for the management of the Organization affairs and shall have full power and authority to promote the goals for which the Organization is created. The Board shall adopt such policies as may be deemed necessary to conduct the business of the Organization consistent with the terms of the BYLAWS.

Article 5.4 Terms of Office

A “Term of Office” is hereby defined as three years.

A term of office begins on January 1 and ends on December 31 of the third year.

Article 5.5 Meetings
The Board of Directors shall meet monthly. Regular and/or special meetings may be called or cancelled by the Chairman or on petition of at least five board members.

Article 5.6 Quorum
A quorum will consist of one-third of the filled board positions.

Article 5.7 Vacancies
The City of San Benito Commission shall have the power to fill all vacancies in Board positions for the unexpired term of office.

Article 5.8 Resignations
Any Board member may resign at any time by giving written notice of such resignation to the Board of Directors or the Board Chair. Unless otherwise specified in such written notice, such resignation will take effect upon receipt thereof by the Board of Directors or Board Chair.

Article 5.9 Removal

Any Board member may be removed from the Board by the affirmative vote of two-thirds of the entire Board. If a Board Member misses three consecutive meetings without an excuse deemed reasonable by the Executive Director, it will be considered an automatic resignation, and he/she will be notified in writing.

ARTICLE SIX
Officers and Duties

Article 6.1 Officers
The Directors of the Organization shall be the Chairman, Vice-Chairman, Secretary, Treasurer and Parliamentarian.

Article 6.2 Terms of Office
The five Directors of the Organization shall be elected for two year terms beginning May 1. Any Director may be elected for two successive terms. No Officer shall serve three successive terms,provided however, that a Board member appointed to complete the term of another Board member shall, at the completion of such term, be eligible for appointment for another full term; and provided further that one place shall be filled by a new Director appointed by the City of San Benito Commission.

Article 6.3 Duties of Officers:
Article 6.3.A. Chairman

Shall serve as the Chief Executive Officer, preside at board meetings, and perform such other duties as necessary to fulfill the objectives of the Organization. As stated in Ordinance.

Article 6.4.B Vice-Chairman

Shall preside in the absence of the Chairman; and shall perform such other duties as may be delegated by the Chairman.

Article 6.4.C Secretary

Shall ensure that minutes of the meetings and attendance records are accurate.

Article 6.4.D Parliamentarian

Shall ensure that the bylaws of the Organization are followed. Unless otherwise provided in these Bylaws, the Parliamentarian will see that Robert's Rules of Order newly revised are followed.

Article 6.4.E Treasurer

Shall serve as custodian of the funds of the organization and shall make a monthly and annual accounting of these funds. Also, an annual financial report shall be presented to The Board of Directors no later than 60 days after the close of the fiscal year.

Article 6.5 Vacancies in Offices

In case of a vacancy in the Board of Directors, the City of San Benito City Commission will appoint a successor to fill the unexpired term.

Appointment to such a term shall not apply to term limits as described in Article 5.4.

Article 6.6 Executive Committee:

Article 6.6.A Members

The Board of Directors of the Organization shall consist of the Chairman, Vice-Chairman, Secretary, Treasurer and Parliamentarian. The Executive Director of the Organization will serve as an ex-officio member of the Executive Committee.

Article 6.6.B Meetings

The Executive Committee shall meet at the call of the Chairman or on petition of at least three members of the Executive Committee. Four members shall constitute a quorum.

Article 6.6.B Powers

During the intervals between the meetings of the board of directors, the San Benito City Commission shall have and may exercise all the powers of the Board of Directors in management of the business, affairs and property of the Organization, except that it may not modify any action taken by the Board.

ARTICLE SEVEN
Executive Director

Article 8.1 Duties of Executive Director
The Executive Director (E.D.) shall be the manager of the daily operations of the Organization. The E.D. shall be under the direct supervision of the City Manager and Asst. City Manager who will be guided by the personnel policies of the City of San Benito. Detailed reports of these financial operations shall be presented by the Treasurer monthly and at year end to the Board of Directors.

Article 8.2 Non-Voting Member
The Executive Director shall be a non-voting member of the Board of Directors and the Executive Committee.

Article 8.3 Performance Review
The Executive Director shall receive a performance review by the Executive Committee each year at least one month prior to the Executive Director's yearly anniversary. The results of the performance review will be provided in writing to the City Manager and Asst. City Manager from the Chairman.

ARTICLE EIGHT
Amendments to Bylaws

These Bylaws may be amended by a two-thirds vote of the Board of Directors present at any regular meeting provided that a quorum is present and the proposed changes are presented in writing at least two weeks prior to their amendment.

ARTICLE NINE
Fiscal Year

Article 9 Fiscal/Business Year
The fiscal and business year of the Organization shall be from October to September.

ARTICLE TEN
Parliamentary Authority

"Robert's Rules of Order, Newly Revised" will be the authority of all questions of parliamentary law not covered by these Bylaws or Standing Rules. The Board Chair may appoint a Parliamentarian.

ARTICLE ELEVEN
Political Activity

Article 11.1 Support of Issues

It shall be the intent of the organization to work with governmental officials for enactment and enforcement of laws, ordinances, and regulations compatible with the objectives and purposes of the Organization.

Article 11.2 Candidate Support

The Organization shall not engage in any activity either supporting or opposing the candidacy of any individual, group of individuals, or party for political office.

Article 11.3 Use of Membership

Members of the organization will refrain from utilizing their membership and the Keep San Benito Beautiful name for political gain or expressing opinions in a manner that suggests the organization supports the member's issue or opinion.

ARTICLE TWELVE
Expenditures

Any KSBB Board Member other than the Executive Director must receive prior approval for any expenditure to be reimbursed on behalf of Keep San Benito Beautiful.

ARTICLE THIRTEEN
Dissolution

In the event of dissolution, the residual assets of the Organization will be conveyed to one or more organizations which themselves are exempt as organizations described in Section 501 (c) (3) of the Internal Revenue Code of 1986 or corresponding section of any prior or future law, or to the state or local government for exclusive public purpose.

Keep Texas Beautiful
KEEP AMERICA BEAUTIFUL AFFILIATE

KEEP SAN BENITO
ESTD 2025
Beautiful

SAN BENITO
THE SOUL OF SOUTH TEXAS

WELCOME TO THE BEGINNING OF KEEP SAN BENITO BEAUTIFUL! TOGETHER, WE CAN TURN SMALL STEPS INTO BIG CHANGES FOR OUR COMMUNITY.
SAN BENITO IS READY TO SHINE–LET'S MAKE IT HAPPEN!





VISION & MISSION

VISION

To inspire a cleaner, more beautiful San Benito where residents, businesses, and visitors feel proud to live, work, and explore.

MISSION

To inspire and empower all residents of San Benito by fostering community pride through education, volunteerism, and hands-on action—working together for a cleaner, greener, and more beautiful city for generations to come.

OUR GOALS

Every city sign should feel like a welcome home — shaded by native trees and rooted in care. Keep San Benito Beautiful.

BEFORE:
Bare, uninviting city signage with little to no greenery.
AFTER:
City signage transformed with native plants and trees through Keep San Benito Beautiful.













EVENTS

Keep San Benito Beautiful is organizing a series of community initiatives aimed at promoting cleanliness, recycling, and long-term beautification throughout San Benito.

- Tree planting day 02/28/2026
- Earth Day Event 04/25/2026
- Sprout Scouts Summer Program 06/08/26-07/01/26



FUTURE PLANS & GOALS

- 4 community clean ups
- Beautify 4 zones
- Establish 50 members
- Be personalized and involved with all members and community



QUOTE

"A beautiful city starts with us. Keep San Benito Beautiful."

-KSBB Exec. Dir.

Keep Texas Beautiful
KEEP AMERICA BEAUTIFUL AFFILIATE

THANK YOU

Samantha Guzman
Executive Director

Phone : 956-706-0502

Email : ksbb@cityofsanbenito.com

KEEP SAN BENITO
ESTD 2025
Beautiful



March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2111-B, an ordinance amending Ordinance Number 2111 and Ordinance Number 2111-A, to prohibit the assessment of additional local fees for alcoholic beverage sales for food establishments that have already paid required operational fees and repealing any other ordinances in conflict therewith, as provided by the City of San Benito.

RECOMMENDATION:
First Reading, No Action.

RATIONALE:
The proposed amendment to Ordinance No. 2111 is necessary to ensure compliance with Senate Bill 1008 and Texas Alcoholic Beverage Code Section 437.01235. Senate Bill 1008 amended state law to prohibit local governmental entities from requiring a food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment to pay an additional fee to sell alcoholic beverages if the establishment has already paid the required permit or licensing fee to the appropriate state or local authority. Texas Alcoholic Beverage Code Section 437.01235 codifies this prohibition.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS: Ordinance 2111-B

PREPARED BY: Monica L. Rodriguez

_____ 02/25/2026
Planning Manager Date

Fred R. Sandoval
Fred Sandoval
City Manager

ORDINANCE NUMBER 2111-B

AN ORDINANCE AMENDING ORDINANCE NO. 2111 AND 2111-A TO PROHIBIT THE ASSESSMENT OF ADDITIONAL LOCAL FEES FOR ALCOHOLIC BEVERAGE SALES FOR FOOD ESTABLISHMENTS THAT HAVE ALREADY PAID REQUIRED OPERATIONAL FEES AND REPEALING ANY OTHER ORDINANCES IN CONFLICT THEREWITH, AS PROVIDED BY THE CITY OF SAN BENITO.

WHEREAS, Vernon's Texas Codes Annotated (V.T.C.A), Alcoholic Beverages Code §109.33 provides that the governing bodies of any city or town within the corporate limits, said city or town may prohibit the sale of alcoholic beverages by any dealer where the place of business is within 300 feet of any church, public school, or public hospital, and;

WHEREAS, V.T.C.A., Alcoholic Beverage Code § 1.01 et seq. provides among other things that all incorporated cities and towns are authorized to regulate the sale of beer within the corporate limits of such cities and towns by ordinance and may thereby prescribe the opening and closing hours for such sale; and such cities and towns may also designate certain zones or sections of said cities and towns where such regulations for opening and closing hours for the sale of beer shall be observed or where such sales may be prohibited. And further, that all incorporated cities and towns are authorized in adopting charter amendments or ordinances to distinguish between retailers selling beer for consumption on the premises where sold and those retailers, manufactures, or distributors selling not for consumption on the premises were sold, and to provide for separate and distinct regulations.

WHEREAS, the Texas Legislature adopted **Senate Bill 1008 (88th Legislature, Regular Session)**, effective September 1, 2025, which prohibits a municipality from imposing a fee, charge, or assessment based on or conditioned on the issuance of a Texas Alcoholic Beverage Commission permit or license unless expressly authorized by state law; and

WHEREAS, the Legislature further enacted **Texas Alcoholic Beverage Code §437.01235**, which prohibits a local governmental entity from requiring a food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment to pay an additional fee to sell alcoholic beverages if the entity has already paid a fee to operate to the department, county, municipality, or public health district;

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS;

SECTION I. Prohibited Locations and Distance Requirements

That hereafter it shall be unlawful to sell or offer for sale any alcoholic beverage for on premises consumption by any dealer where the place of business of any such dealer is within 300 feet of any church, public school, or public hospital, within the corporate limits of the City of San Benito, Texas, and no license or permit shall ever be issued to any dealer or person engaged in handling liquors as described in V.T.C.A. If your premises is within 1,000 feet from a public or private school, written notice of the application must be given to the school officials, and a copy of the notice must be provided with the state application as required by Section 109.33(c). Alcoholic Beverages Code or public hospital, said measurements to be along the property line of the street fronts and from door to front door and in the place of business where alcoholic beverages are sold and the public schools shall be from the nearest property line of the public school of business, along street lines and in direct line across intersections. For any permit or license covering a premise where minors are prohibited from entering the premises under

Section § 109.53, the measurement of the distance between the premises and a public school shall be along the property lines of the street fronts and from front door to front door, and in a direct line across intersections.

SECTION II. Hours of Sale

That the hours of sale within the corporate limits of the City of San Benito, Texas, of beer or other alcoholic beverages shall be as prescribed in V.T.C.A. Alcoholic Beverages Code §105.01, §105.03, §105.04 and § 105.05 further on weekdays alcoholic beverages, including beer, can be sold within the corporate limits of the City of San Benito on weekdays only between the hours of 7:00 A.M. and 12:00 Midnight, Saturday from 7:00 A.M. to 1:00 A.M., and on Sunday from 10:00 A.M. to 12:00 A.M. on Sundays Alcoholic Beverages may be sold between the hours of 10:00 A.M. and 12:00 Noon provided that food service must accompany the sale during those hours.

SECTION III. Local Licensing Requirements

That there is hereby levied license fees to be paid to the City of San Benito of one half of the State License fees on every person, co-partnership, corporation, association or group of persons, manufacturing or brewing for the purpose of sales, or selling or distributing vinous or malt liquors or beer containing one half of one percent or more of alcohol by volume and more than three and two-tenths per centum of alcohol of weight, within the City limits of the City of San Benito, in accordance with the classifications and scale set of in V.T.C.A. Alcoholic Beverages Code.

The terms "beer", "manufacturer", "general distributor"" "local distributor", "retail dealer"" "person" and all other terms used in this ordnance shall be constructed as defined in the Alcoholic V.T.C.A., Alcoholic Beverages Code, which definitions and constructions are herby specially made a part of this ordnance.

After this ordnance shall become effective it shall be unlawful for any person to manufacture or brew for the purpose of sale or to sell or distribute any beer without first having applied for and secured a license as herein provided from the City Secretary of the City of San Benito in his official capacity as collector of taxes of said City for the use and benefit of the general fund of said City. The annual license fees to be levied by the city hall always be half the fee charged by the state.

SECTION IV. Conditional Use Permit for Alcohol Sales

The sale of alcoholic beverages shall be permitted only upon the issuance of a Conditional Use Permit (CUP), in accordance with this Code and as identified in the City's Land Use Chart. No person or business shall sell or offer for sale any alcoholic beverages unless a CUP has first been approved by the City for the specific use and location, and all conditions of approval are complied with.

SECTION V. Issuance and Renewal of Licenses

All licenses issued under the terms of this ordinance shall terminate the same date as the T.A.B.C. State License, and no license shall be issued for a longer term than two years. On or before the expiration date, each and every person, firm, or corporation, owning a license issued under the terms of this ordinance, may submit a written application filed with the City Tax Collector not more than 30 days prior to the expiration date to renew such license held by him. Such application shall be in writing and signed by the application, and shall contain the information required in regard to the original application for the license.

All license fees shall be paid in advance before the license is issued or renewed. Such license shall cover the same period of time as the date on state license.

No person shall be issued a license under the terms of this ordinance until he shall have first obtained a paid receipt from the Tax Collector of Cameron County, Texas, in the classification and valid for the period applied for, which he shall display to the City Secretary before such City license shall be issued.

Each application for a license shall be in writing and shall give the name of the person to whom a license is to be issued, the lot and block number, and house number of the premises on which such beer is to be sold, and shall state that a Cameron County tax receipt has been issued by the County Tax Collector of Cameron County, Texas, to such applicant for the sale of beer in Cameron County, Texas and shall give the date and number of such license and shall state the classification for which the license was obtained from such County Tax Collector.

All persons obtaining a license under this ordinance shall at all times keep such license on display in some conspicuous place in the house where such business is conducted.

Upon complying with the provisions of this ordinance and the pavement of the license fee herein provided for the classification of license applied for, the City Secretary shall issue the proper license which shall be by him signed, be under the seat the City of San Benito, and shall as far as practicable contain the terms provided by law for licenses issued by the County Tax Collector.

No retail dealer shall carry on the same business at more than one place under the same license, but a separate license must be obtained for each place of business. No license may be assigned to another person.

SECTION VI. Penalties and Severability

Any person, firm or corporation violating any provision of this ordinance shall upon conviction be fined in accordance of State Law was set forth in V.T.C.A. Alcoholic Beverage Code and each violation of this ordinance shall constitute a separate offense.

If any one or more sections, sub-sections, paragraphs, sentences, words or phrases of this ordinance be invalid, then such invalid portion or portions shall not in any way affect the remainder of this ordinance, and it is hereby declared to be the intent of the City Commission of the City of San Benito, that the valid portions of this ordinance shall constitute an ordinance of the City of San Benito, and that they do ordain and enact such valid portions notwithstanding the invalidity of such invalid portion or portions.

SECTION VII. State Law Compliance - Alcoholic Beverage Fees

The City shall not impose any fee, charge, or assessment that is based on or conditioned upon the issuance or holding of a Texas Alcoholic Beverage Commission permit or license, unless expressly authorized by state law, in accordance with **Texas Senate Bill 1008**.

The City further acknowledges and adopts **Texas Alcoholic Beverage Code §437.01235**, which provides that a food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment that has paid a fee to operate to the Department of State Health Services, a county, a municipality, or a public health district **may not be required to pay an additional local fee to sell alcoholic beverages.**

Nothing in this section limits the City's authority to regulate alcoholic beverage sales through zoning, distance requirements, hours of sale, or Conditional Use Permits adopted for land use and public safety purposes.

Section VIII. Effective Date

FIRST READING of this ordinance before the City Commission of the City of San Benito at its Regular City Commission Meeting on this the **3rd** day of **March**, **2026**.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular Meeting of the City Commission of the City of San Benito, Texas on this **17th** day of **March, 2026.**

CITY OF SAN BENITO

_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2252-AX-031726, amending Ordinance Number 2252, and any other ordinances, and codified in the Code of Ordinances in Section 12, Special Use and Regulations to add Section 12.09 Regulations for Smoke Shops and Related Retail Establishments and dealing with related matters; providing savings, repealing and severability clauses; and providing an effective date.

RECOMMENDATION:
First Rading. No Action.

RATIONALE:
This ordinance is being adopted pursuant to the authority granted to home-rule municipalities under the Texas Local Government Code, including Chapters 51, 54, and 211, which authorize municipalities to enact ordinances to protect the public health, safety, morals, and general welfare, and to regulate land use and business operations within their jurisdiction. This ordinance aligns with these statutory provisions by establishing reasonable zoning, operational, and location-based regulations for smoke shops.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS: Ordinance 2252-AX-031726

PREPARED BY: Monica L. Rodriguez

_____ 02/25/2026
Planning Manager Date

Fred R. Sandoval
Fred Sandoval
City Manager

ORDINANCE NUMBER 2252-AX-031726

AMENDING ORDINANCE NO. 2252, AND ANY OTHER ORDINANCES, AND CODIFIED IN THE CODE OF ORDINANCES IN SECTION 12, SPECIAL USE AND REGULATIONS TO ADD SECTION 12.09 REGULATIONS FOR SMOKE SHOPS AND RELATED RETAIL ESTABLISHMENTS AND DEALING WITH RELATED MATTERS; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this ordinance is enacted in accordance with the home rule powers of the City of San Benito, granted under the Texas Constitutions and statues of the State of Texas and

WHEREAS, the City is authorized by the Texas Local Government Code 51.001 to adopt or amend any ordinance that is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and

WHEREAS, Chapter 54 of the Texas Local Government Code authorizes the City to adopt a fine or penalty for the violation of a rule, ordinance, or other police regulation; and

WHEREAS, Section 54.004 allows the City to enforce ordinances necessary to protect health life, and property, and to preserve the good governments, order, and the security of the municipality and its inhabitants; and

WHEREAS, Chapter 211 of the Texas Local Government Code authorizes the City to adopt zoning regulations for the purpose of promoting public health, safety, morals, or general welfare, and protecting and preserving places and areas of historical, cultural, or architectural importance and significance; and

WHEREAS, as of September 1, 2019, it is against Texas law for stores to sell or give e-cigarettes, regular cigarettes, and other tobacco products to young adults and children 20 years and younger, and for young adults and children 20 years and younger to possess or use those tobacco products; and

WHEREAS, e-cigarette retailers tend to offer for sale consumables containing Cannabidiol (CBD), tetrahydrocannabinol (THC), Delta-8 tetrahydrocannabinol (also called Delta -8 THC or Delta-8) Delta-9 tetrahydrocannabinol (Delta-9 or Delta 9 THC), Delta 10 tetrahydrocannabinol (Delta-10 or Delta 10 THC) or Tetrahydrocannabinolic acid (THCA) products; and

WHEREAS, the regulation of vape shops and related retail establishments is necessary and in the interests of public health, safety, and general welfare because there is substantial likelihood of the establishment and operation of such stores in the City, the expansion of which could result in undesirable impacts to the community; and

WHEREAS, among these impacts are increased potential for sales to minors, greater opportunity for the sale of illegal drug paraphernalia that is marketed as tobacco paraphernalia,

and heightened risk of negative aesthetic impacts, blight and loss of property values of residential neighborhoods and businesses in close proximity to such uses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

SECTION 1: Definitions

For purpose of this ordinance the following definitions apply:

Vaping device: any electronically powered or battery powered device designed to simulate the smoking of tobacco cigarettes pipes or cigars. An electronic vaping device includes personal vaporizers, electronic cigarettes (e-cigarettes), electronic pipes (e-pipes) electronic cigars (e-cigars) and any other type of electronic nicotine delivery system or any part thereof.

Vape Shop: A commercial establishment that sells vaping products, including e-cigarettes, e-liquids, or related accessories, including flavored vaping products as defined herein. This definition shall be construed to include establishments known variously as vape lounges and similar establishments but shall not include an establishment which derives more than 50 percent of its gross revenue from food, beverage or gasoline fuel sales.

Cannabis-Related Business: Any business that sells, distributes, or markets cannabis, hemp-derived products, or cannabinoids, including CBD stores and dispensaries, where permitted by state law.

Sensitive Area: Any location designated as a Drug-Free Zone under Texas Health and Safety Code 481.134, including but not limited to:

1) Schools, institutions of higher education, and educational facilities.
2) Childcare facilities and day care centers.
3) Video arcade facilities.
4) Parks, playgrounds, walking trails and recreational areas.
5) Youth and community centers.
6) Libraries
7) Church mosque temple synagogue or other faith-based institution.
8) General residential operation (a child-care facility that provides care for seven or more children for 24 hours a day, including facilities known as residential treatment centers and emergency shelters)

Residential Zone: designated area within the municipality primarily used for housing and living purposes, included but not limited to AO "Agriculture and Open Space, MF "Multi-Family Residential, MH "Mobile Home", SF-1 "Single Family One", SF-2 Duplex, Residential and PDD Planned Development District used for residential purposes.

SECTION 2: Proximity, Location Restrictions and Other Restrictions

a) **Distance Requirement:** Vape shops and cannabis-related shops are prohibited from operating within one thousand feet (1,000) of a sensitive area or where otherwise prohibited by the city's zoning regulations.

b) **Business Concentration Restriction:** No "Smoke, Tobacco, Vaping or Similar Product-type Store or Shop" shall not be permitted within a half mile (1/2) radius of any other vape shop.

c) **Temporary and Pop-Up Vendors:** Temporaly or pop-up vendors selling vape or smoke products are prohibited from operating within one thousand feet (1,000) of any Sensitive Area.

d) **Zoning Compliance:** Vape shops must comply with zoning regulations as set forth in the land use chart in Chapter 14 exhibit 14-A.

e) **Distance Measurement Standard:** All distance measurements shall be made in a straight line without regards to intervening structures or objects from the nearest point on the property line of a vape shop to a sensitive areas or religious organization.

f) **No outside sales.** Sales outside of a vape shop structure are prohibited.

g) **Hours of operation.** Hours of operation are limited to: 8am- 10pm.

SECTION 3: Advertisement Restrictions

a) **Compliance with Federal, State and Local Regulations:** In addition to the advertising restrictions provided for herein all advertising and promotional activities for vape shops and cannabis-related shops must comply with all applicable federal state and local regulations

b) **Proximity-Based Advertising Restrictions:** No outdoor advertisements, signage, or promotional materials for vape shops, vape or vape related products may be placed within 1,000 feet of any Sensitive Area.

SECTION 4: Grandfathering and Exceptions

a) Any vape, smoke, or cannabis-related shop legally established prior to the adoption of this ordinance may continue operations at its existing location, even if it does not comply with Proximity and Location Restrictions.

b) If such a business relocates or reopens after a closure of more than ninety 90 days, the location must comply with all provisions of this ordinance.

SECTION 5: Enforcement and Compliance

a) **Regulatory Oversight:** Enforcement of this ordinance shall be the responsibility of the City Manager or City Manager's designee, which may include but is not limited to the City's law enforcement officers, building officials or code compliance officers.

b) **Inspections and Monitoring:** The designated authority may conduct periodic inspections to ensure compliance with this ordinance. Complaints regarding violations may be reported to the designated enforcement department or employee, which shall investigate and take appropriate action.

SECTION 6: Savings and Repealing Clause

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7: Severability Clause

It is hereby declared to be the intention of the City Commission of the City of San Benito that sections, paragraphs, sentences, clauses and phrases of this code are severable; and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional, such unconstitutional or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance since the same would have been enacted by the City Commission without the incorporation in this Ordinance of any such unconstitutional or invalid phrase, clause, paragraph or section.

SECTION 8: Penalty

Any person, firm, entity, or corporation who violates any provision of this Ordinance or the Land Use Chart, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction, therefore, shall be fined in a sum not exceeding Five Hundred ($500.00). Each continuing days violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing a suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

FIRST READING of this ordinance before the City Commission of the City of San Benito at its Regular City Commission Meeting on this the **3rd** day of **March**, **2026**.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular Meeting of the City Commission of the City of San Benito, Texas on this **17th** day of **March, 2026.**

CITY OF SAN BENITO

_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2252-AY-031726, an ordinance of the City of San Benito, Texas, amending Ordinance Number 2252, the Zoning Ordinance of the City, providing amendments to the zoning regulations, providing enforcement, repealing all ordinances in conflict, and providing an effective date.

RECOMMENDATION:
First Reading, No Action.

RATIONALE:
The Zoning Ordinance is being amended to align with the Comprehensive Plan. The amendments include the creation of a Downtown Overlay (DT-O)/C-2 District and revisions to the Landscaping Ordinance.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS: Zoning Ordinance 2252-Agenda Packet

PREPARED BY: Monica L. Rodriguez

_____ 02/25/2026
Planning Manager Date

Fred R. Sandoval
Fred Sandoval
City Manager

ORDINANCE #2252-AY-031726

AN ORDINANCE OF THE CITY OF SAN BENITO, TEXAS, AMENDING ORDINANCE NUMBER 2252, THE ZONING ORDINANCE OF THE CITY; PROVIDING AMENDMENTS TO THE ZONING REGULATIONS; PROVIDING ENFORCEMENT; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of San Benito, Texas, has the authority under Chapter 211 of the Texas Local Government Code to adopt and amend zoning regulations within the corporate limits of the City; and

WHEREAS, Ordinance Number 2252 constitutes the Zoning Ordinance of the City of San Benito; and

WHEREAS, the City Commission finds it necessary and in the best interest of the public health, safety, and general welfare to amend certain provisions of the zoning regulations; and

WHEREAS, said amendments are intended to promote orderly development, protect property values, ensure compatibility of land uses within the City; and further the goals and objectives identified in the 2026 San Benito Comprehensive Plan; and

WHEREAS, all public hearing requirements required by state law and the City's zoning ordinance have been satisfied;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN BENITO, TEXAS:

SECTION 1.
Ordinance Number 2252, the Zoning Ordinance of the City of San Benito, Texas, is hereby amended as set forth herein

SECTION 2.
The amendments adopted herein are hereby incorporated into and made a part of the zoning ordinance of the City of San Benito and shall be administered and enforced in accordance with applicable provisions of the City Code and state law.

SECTION 3. ENFORCEMENT.
This ordinance shall be enforced by the appropriate officials of the City of San Benito. Any person violating any provision of this ordinance shall be subject to the penalties provided in the City's Code of Ordinances and applicable state law.

SECTION 4. REPEALER.
All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict only.

SECTION 5. SEVERABILITY.
If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance.

SECTION 6. EFFECTIVE DATE.
This ordinance shall take effect immediately upon its adoption and publication as required by law.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the _**3rd**__day of **March, 2026**.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, _**17th**__day of **March, 2026**.

CITY OF SAN BENITO, TEXAS

_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

CITY OF SAN BENTIO

ZONING ORDINANCE 2252

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CHAPTER 1: ZONING DISTRICTS ESTABLISHED

SECTION 1: Short Title

These regulations will be known and may be cited as the Zoning Ordinance of the City of San Benito, Texas.

SECTION 2: Rules for Interpretation of District Boundaries

A. District boundaries as shown on the Zoning District map usually are along streets, highways, alleys, or property lines. Should there be a question as to the boundaries of the district, the following shall apply.

1. Boundaries indicated as approximately following the centerlines of streets, highways, or alleys shall be construed to follow such centerlines.

2. Boundaries indicated as approximately following platted lot lines shall be construed following such lot lines;

3. Boundaries indicated as approximately following city limits shall be construed as following such city limits;

4. Boundaries indicated as following railroad lines shall be construed to be the Centerline of the main tracks;

5. Boundaries indicated as following shorelines shall be construed to follow such shorelines, and in the event of change in the shoreline shall be construed as moving with the actual shoreline. Boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes, or other bodies of water shall be construed to follow such centerlines.

6. Distances not specifically indicated on the Official Zoning Map shall be determined by the scale of the map.

7. Where physical or cultural features existing on the ground are at variance with those shown the Official Zoning Map, the Commission shall interpret the district boundaries.

8. When streets or alleys on the ground differ from the streets or alleys as shown on the Zoning District Map, the Director of Planning may apply the district designations on the map to the streets or alleys on the ground in such a manner as to conform to the intent and purpose of this Ordinance.

9. Whenever any street or alley is vacated, the particular district in which the adjacent property lies shall be automatically extended to the centerline of any such street or alley.

SECTION 3: Division of the City into Districts Defined

For the purpose of regulating land use, all land within the corporate limits of the City of San Benito is divided into the following fifteen (15) zoning districts as established:

A-O Agriculture and Open Space

SF-1 Single-Family One

SF-2 Duplex, Residential

MF Multi-family, Residential

MH Mobile Home

OP Office, Professional and Administrative

NS Neighborhood Services

C-1 Commercial, Restricted Business

C-2 Commercial, General Retail Business

LI Light Industry

HI Heavy Industry

PDD Planned Development District

BAR Bar/Lounge/Nightclub District / C-2

C/P Commercial/Parkland

DT-O Downtown Overlay District

A-O Agriculture and Open Space: This district is primarily reserved for undeveloped areas which are not zoned and unsubdivided with a minimum area of five (5) acres.

SF-1 Single-Family - One: This district is reserved primarily for single-family residential structures but with specific uses as indicated in the Land Use Chart.

SF-2 Duplex, Residential: This district is reserved for two (2) family (duplex) dwellings constructed on lots with a minimum of 6,250 square feet, but with specific uses as indicated in the Land Use Chart. Each dwelling unit must consist of no less than six hundred fifty (650) square feet of gross living area. (Previously this zoning district was reserved primarily for a single-family residential structure of no less than six hundred fifty (650) square feet of gross living area.)

MF Multi-Family, Residential: This district is reserved for multi-unit apartment buildings which are designed to be occupied by three (3) or more dwelling units or apartments or which are occupied as a home or place of residence by three or more families living in independent dwelling units, but with specific uses as indicated in the Land Use Chart. Each dwelling unit must consist of no less than six hundred fifty (650) square feet of gross living area.

MH Mobile Home: This district is reserved exclusively for mobile homes as single-family dwellings, and with specific additional uses as indicated in the Land Use Chart.

OP Office, Professional and Administrative: This district is reserved for professional and administrative offices, and specific additional uses as indicated in the Land Use Chart. (Previously this zoning district was known as a C-1 Commercial, Office, Professional and Selected Service Businesses.)

NS Neighborhood Services: This district is designed to serve the domestic needs of the immediate neighborhoods, and with specific additional uses as indicated in the Land Use Chart. (Previously this zoning district was known as C2 Commercial, Neighborhood Services.)

C-1 Commercial, Restricted Business: This district is reserved for financial, administrative, and business services compatible with this area's function as the focal point of community activity and intensive development, and with specific additional uses as indicated in the Land Use Chart. (Previously this zoning district was known as C-3 Commercial, Central Business District.)

C-2 Commercial, General Retail Business: This district is reserved for retail businesses and with specific additional uses as indicted in the Land Use Chart. (Previously this zoning district was known as C-4 Commercial, General Highway Business.)

LI Light Industry: This district is reserved for the light manufacture, predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, and distribution of such products which do not emit detectable dust, odor, smoke, gas, or fumes beyond the district boundary, and do [not] generate noise or vibration to the adjacent properties.

HI Heavy Industry: This district is reserved for basic processing and manufacturing of materials or products predominately from extracted or raw materials or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing process that potentially involve hazardous or commonly recognized offensive conditions not compatible with the light industry zoning district.

PDD Planned Development District: This district is reserved for land under unified control to be planned and developed as a whole in a single development operation or definitely programmed series of development operations or phases which may include two or more classes of uses.

C/P Commercial/Parkland: That a conditional use permit must be obtained before any development can occur in this district. Any existing structure located presently in this district if removed, demolished, destroyed by fire, or any type of disaster will not be allowed to be rebuilt unless they comply with this ordinance.

DT-O Downtown Overlay District: This district is established to create a vibrant, walkable, and compact downtown environment that emphasizes the pedestrian experience, supports mixed-use development, and preserves the unique historic character and cultural heritage of the area.

SECTION 4: Official Zoning Map.

A. The City is divided into the district zones referenced above, and as shown on the Official Zoning Map, which, together with all explanatory information, is adopted by reference and declared to be a part of this ordinance. The Official Zoning Map shall be identified by the signature of the Mayor, attested by the City Secretary and bearing the seal of the City under the following words: “This is to identify that this is the Official Zoning Map referred to in Chapter 1 Ordinance 2252 of the City of San Benito, Texas,” adopted on June 4, 2002. In accordance with the provisions of this ordinance, any boundary changes shall be entered on the Official Zoning Map promptly after the amendment has been approved by the City Commission.

B. No boundary changes of any nature shall be made on the Official Zoning Map except in conformity with the procedures set forth in this ordinance. Any unauthorized boundary change of any kind by any person or persons shall be considered a violation of this ordinance and punishable as provided for in Chapter 18 of this ordinance.

C. Regardless of the existence of copies of the Official Zoning Map which may from time to time be made or published, the Official Zoning Map, which shall be located in the Office of the City Manager or Director of Planning, shall be the final authority as to the current zoning status of land areas, buildings, and other structures in the City.

D. In the event that the Official Zoning Map becomes damaged, destroyed, lost or difficult to interpret because of the nature and/or number of changes and additions, the City Commission may, by resolution, adopt a new Official Zoning Map, which shall supersede the prior Official Zoning Map. The new Official Zoning Map may correct drafting or other errors or omissions in the prior Official Zoning Map, but no other correction shall have the effect of amending the original Official Zoning Map or any subsequent amendment.

E. Unless the prior Official Zoning Map has been lost or totally destroyed, the prior map or any significant parts remaining shall be preserved, together with all available records pertaining to its adoption or amendment.

SECTION 5: Application of District Regulations.

The regulations set by this ordinance within each district shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as provided herein.

A. No building, structure, or land shall be used or occupied, and no building or structure or part thereof shall be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations specified for the district in which it is located.

B. No part of a yard, or other open space, or off-street parking or loading space required in connection with any building or use for the purpose of complying with this ordinance, shall be included as part of a yard, open space, or off-street parking or loading space similarly required for any other building or use. Each designated use must provide its own parking, loading, and space requirements.

C. Every building hereafter erected or altered shall be located on a lot and in no case shall there be more than one (1) main building on a residential lot. There shall be no more than one (1) residential structure per lot.

D. For areas zoned commercial more than one main building may be permitted for commercial use only, provided that all applicable zoning requirements (off-street parking requirements, etc.) are met by the property owner. A detached residential structure may not be located within the commercial lot.

SECTION 6: Zoning on Newly Annexed Territory.

A. Any territory hereafter annexed to the City shall be temporary classified as “A-O Agriculture Open Space” until permanent zoning is established consistent with its current use or as otherwise determined by the Planning and Zoning Commission and City Commission at the time of annexation.

B. No person shall erect, construct or proceed or continue with the erection, or construction of any building or structure or add to any building or structure or cause the same to be done in any newly annexed territory to the City of San Benito without first applying for and obtaining a building permit or certificate of occupancy therefor from the Building Inspector.

C. No permit for the construction of a building or use of land shall be issued by the Building

Inspector other than a permit which will allow the construction of a building permitted as a use by right or with a conditional use permit in the “A-O” District unless or until such territory has been classified in a zoning district other than “A-O.”

CHAPTER 2: USE DEFINITIONS

SECTION 1: General Definitions and Terms.

For the purpose of this ordinance, the following terms are defined as follows: Words used in the present tense include the future; words in the singular tense include plural; the word "building" includes the word "structure", the words "shall and "must" are defined as mandatory; and the term "used for" includes the meaning "designed for" or "intended for."

Abutting: Lying adjacent or contiguous along a common border.

Accessory Building: A detached subordinate building located on the same lot as the main building, which the use is clearly incidental to and customarily found in connection with the main building, including but not limited to a private garage for automobile storage, greenhouse as a hobby, home workshop, children's playhouse, garden shelter, but not involving the conduct of a business.

Accessory Use: A use subordinate to and incidental to the primary use of the main building or to the primary use of the premise.

Accounting Firm: A business that organizes, maintains, and audits the financial records of public or private accounts.

Adjacent: Shall mean "next to" or "closest to" but shall not necessarily mean "touching."

Agriculture: The planting, cultivating and harvesting of plant crops; and the raising of livestock animals.

Alley: A public space or thoroughfare, which affords only a secondary means of access to abutting property.

Alteration: Any addition, removal, extension, or change in the location of any exterior wall of a main building or accessory building, or change or modification in construction or occupancy.

Ambulance Emergency Services: A service undertaken by a public or private entity dedicated for the transportation of human beings in need of unforeseen medical attention.

Antique Shop: An establishment offering the sale, within a building, of articles such as glass, china, furniture, or similar furnishing and decorations which have value and significance as a result of age, design, or sentiment.

Apartment: A room or a suite of rooms in a multi-family dwelling or apartment house arranged, designed or occupied as a place of residence for a single family, individual or group of individuals that includes permanent, integrated plumbing and cooking facilities.

Apartment House: Any building which is designed, built, rented, leased, or allowed to be occupied as a home or place of residence by three (3) or more families living in independent dwelling units.

Area of the Lot: The area of the lot shall be the net area of the lot including easements, and shall not include portions of streets and alleys.

Assisted Living Facility: Residences for the elderly that provide rooms, meals, personal care, and/ or supervision of self-administered medication. The use is similar to a nursing home, but more like apartment living than hospitalization.

Automobile Sales and Repair Shop: An establishment engaged in the display or sale of

automobiles, general automobile repair, wrecker service, or any other similar use.

Auto Paint & Rebuild: An establishment engaged in collision service (body shop), and the painting, customizing [and] dismantling of cars on the premises.

Awning: A roof-like cover that projects from a wall of a building.

Bakery, Retail: A place for preparing, baking and selling baked goods and products prepared on the premises.

Bar and Grill: A restaurant that has a valid TABC permit to sell alcoholic beverages for on-premises consumption with not less than 60% of its annual gross income being derived from the sale of on premises prepared food or products for on-premises consumption.

Bar/Lounge/Nightclub: A retail enterprise that has a valid permit for the sale of alcoholic beverages for on-premises consumption only and derives more than 40% of its annual gross sales from the sale of alcoholic beverages for on-premises consumption. The terms bar, lounge and nightclub are interchangeable and whether used singularly or in combination shall mean the same activity defined herein.

Basement: A building story which is partly underground but having a least one-half of its height above the average level of the adjoining ground. A basement shall not be counted as a story in computing building height.

Bed and Breakfast: An establishment that is operated from an individual's residence that offers overnight accommodations and a morning meal to visitors for compensation.

Billboard: An outdoor advertising structure which advertises a use, product, or service not necessarily found on the premises.

Block: A continuous tract of land surrounded by a public right-of-way, excluding alleys; if used as a term of measurement, it shall mean the distance along side of a street between the nearest two streets which intersect said street. In cases where the platting is incomplete or disconnected, the Director of Planning shall determine the block boundaries.

Board: The Zoning Board of Adjustments and Appeals (ZBA).

Boarding House or Lodging House: A building other than a hotel or apartment, occupied as a single housekeeping unit, where lodging or meals are provided for five (5) or more persons for compensation, pursuant to previous arrangements, but not for the public or for transients.

Buildable Area: The area remaining on a parcel after all setbacks have been calculated and taken into consideration.

Building: Any structure used for the support, shelter and enclosure of persons, animals, or property of any kind.

Building Height: The vertical distance measured from the top of the curb level to the highest point of the real surface, if a flat roof; to the deck line of a mansard roof; and to the mean height level between eaves and ridge for a gable, hip or gambrel roof, provided however, that where buildings are set back from the street line, the height of the building may be measured from the average elevation of the finished grade along the front of the building.

Building Inspector: The official charged with responsibility for issuing permits and enforcing the zoning ordinance and building code.

Building Line: A line parallel or approximately parallel to the street line at a specified distance, marking the minimum distance from the street line that a building may be erected.

Bulk Storage: The unpackaged, unbundled, unbound or loose storage, in mass quantities, of materials.

Bus Terminal: The business of transporting passengers or goods.

Cabinet or Furniture Shop: An establishment that engages in manufacturing customized or specially designed cabinets of any nature.

Canopy: A roof-like structure of a permanent nature which projects from the wall of a building or structure and overhangs a private or public way.

Car-Oriented Sign: A sign primarily designed and oriented to be legible to and attract the attention of motorists driving past the business on the adjacent street. Examples typically include large wall signs that would be impractical to read from the sidewalk and monument signs.

Car Wash: A building or portion thereof containing facilities for washing vehicles using production line methods with a chain conveyor, blower, steam cleaning device, or other mechanical devices. It may also be a self-service facility containing machinery used for cleaning vehicles.

Carport: An open building or portion of a building constructed primarily for the purpose of vehicle storage.

Cellar: A building story wholly or partly (at least 50%) measured from floor to ceiling, below the average level of the ground surrounding the buildings. A cellar shall not be counted as a story when measuring the height of a building (same as basement).

Cemetery/Mausoleum: Land used or intended for the burial of the dead and dedicated for cemetery purposes, including columbariums, crematories, Mausoleums, and mortuaries when operated in conjunction with and within the boundaries of such cemetery.

Certificate of Occupancy and Compliance: An official certificate issued by the building inspector which indicates conformance with, or approved conditional waiver from zoning regulations and which authorizes legal use of the premise for which it is issued.

Church or Rectory: A place of assembly and worship by a recognized religion including but not limited to synagogues, temples, churches, instruction rooms and the places of residence for ministers, priests, rabbis, teachers and directors on the premises.

City: The City of San Benito, Texas.

City Commission: The governing body of the City of San Benito, Texas, comprised of elected officials.

Cleaners: A retail service providing dry cleaning of clothes.

Cleaning and Dyeing Service including Carpeting: An industrial use in which products are cleaned and/or dyed through chemical processes. No direct exterior exhaust from a cleaning plant is permitted and dust and/or fumes must be controlled by either bag or filter and separator or precipitator so as to eliminate the exhausting of dust, odor, fumes or noise outside the plant.

Clinic: An institution, public or private, rendering medical aid by medical professionals to outpatients who do not remain overnight.

Cold Storage Plant: A commercial establishment where frozen edible food products are stored before distribution.

College, University or Private School: An institution established for educational purposes and offering a curriculum similar to the public schools or an accredited college or university, but excluding trade and commercial schools.

Commercial Amusement: Any enterprise whose main purpose is to provide the general public with a variety of amusing or entertaining activities, where tickets are sold or fees collected at the gates of the various rides, contest, games, exhibits, or other similar activities within the confines of the area or structure by such activities. Commercial amusements include but are not limited to zoos, exhibitions, exposition, athletic contests, rodeos, tent shows, ferris wheels, children's rides, roller coaster, ice rinks, traveling shows, and similar enterprises.

Commercial District: Refers to Zoning Districts C-1 and C-2

Conditional Use: A use that, owing to some special characteristics attendant to its operation or installation, is permitted in a district only by approval of the Planning and Zoning Commission and City Commission, and subject to special requirements, different from those usual requirements for the district in which the conditional use may be located. Conditional Use Permits may only be issued to the owner of the property or to a tenant with the authorization of the property owner after all proper procedures, standards and requirements have been met and is not transferable.

Condominium: A living unit, with ownership in common with others of a parcel of land and certain parts of a building which would normally be used by all the occupants, such as yard, foundations, basements, floors, walls, hallways, stairways, elevators, and all other related common elements, together with individual ownership in a particular unit in such building. In this context, it is confined to ownership of a residential unit such as an apartment.

Convalescent Home: A structure used to care for persons recovering from an illness or suffering from infirmities of age where the organization is compensated for the care.

Convenience Store/Restaurant (Drive-thru): An establishment that, by design of physical facilities or by service or package procedures, encourages or permits customers to receive a drive-thru service.

Corner Lot: A lot abutting upon two or more streets at their intersection.

Court: An open, unoccupied space, bound on more than two sides by the walls of a building. An inner court is a court entirely surrounded by the exterior walls of a building.

Cultural Center: A facility primarily dedicated to the display, preservation, education, or enjoyment of the arts and culture. This may include museums, art galleries, historic properties, or centers with multi-purpose rooms for performances, exhibits, classes, and administrative offices. It does not include facilities whose primary purpose is commercial entertainment or recreation.

Curb Level: The level of the established curb in front of the building measured at the center of such front. Where no curb has been established, the Director of Planning shall establish such curb level for the purposes of this ordinance.

Customer Personal Service: Establishment primarily engaged in providing services involving the care of a person or his or her personal goods or apparel services including, but not limited to, a tailor shop, shoe repair, health studio or travel consultant.

Day Nursery, Day Care Center, or Kindergarten School: An establishment where seven (7) persons

(children/adults/elderly) or more are left for care or training during the day or portion thereof, in commercial districts only. Seven (7) or fewer children or adults may be left for care or training during the day or a portion thereof in single-family residential, multi-family residential, and mobile home residential districts only if:

a. The residential structure maintains a completely residential appearance.

b. A screening fence is maintained in the rear yard of the property to keep children on the premises.

c. No sign advertising the service is placed on the residential premises.

Depth of Lot: The average horizontal distance between the front and rear lot lines.

Detached Building: A building wholly separated and independent of the principal building on a lot.

Director of Planning: The city employee hired directly by the City Manager to administer all planning, zoning functions of the city.

District: A section of the City of San Benito, for which the regulations governing the areas, heights of and uses of building or lots are uniform.

Domestic Quarters: An accessory building or portion of the main building on the same lot as the main building used as living quarters for individuals employed on the premises and not rented or otherwise used as a separate dwelling. The domestic quarters shall not have a separate kitchen or separate utility meter.

Duplex: A building on a single lot containing two single-family dwelling units totally separated from each other by an unpierced wall extending from ground to roof.

Dwelling, Double Family: Same as Duplex

Dwelling, Multi-Family: Any building or portion thereof, which is designed, built, rented, leased, or let to be occupied as three (3) or more dwelling units or apartments or which is occupied as a home or residence of three (3) or more families.

Dwelling, Single-Family: A detached building having accommodations for and occupied by not more than one family or by one family and not more than four (4) boarders or lodgers.

Easement: A right given by the owner of a parcel of land to another person, public agency or corporation for a specific and limited use of the parcel.

Family: One (1) or more persons occupying a premise and living as a single housekeeping unit with single kitchen or culinary facilities, as distinguished from a group occupying a boarding house, lodging house, hotel, club, fraternity or sorority house.

Floor Area: The total square feet of floor space within the outside dimensions of a building including each floor level, but excluding cellars, basements, carports, garages, or porches.

Floor Area Ratio: An indicated ratio between the number of square feet of total floor area in the main building(s) on a lot and the total square footage of land in the lot; it is the number resulting from dividing the main building floor area by the lot area.

Four-Plex: Four attached dwellings in one building in which each unit has two open space exposures and shares one or two walls with adjoining units or units.

Furniture and Appliance Storage, Repair and Sale, New and Used, Outside: The unenclosed sale of used goods (used furniture and/or appliances may not be stored, repaired, displayed nor sold outside of a building in a commercial district).

Garage - Attached: A garage which has one or more walls in common with the principal building on a lot; or which is attached to the principal building by a enclosed porch or passageway, the roof of which is a part of the roof of the principal building; and such a garage is considered a part of the principal building, but never to be used for living purposes.

Garage - Detached: A garage which does not have one or more walls in common with the principal building on a lot, which is not attached to the principal building by an enclosed porch or passageway, and which does not have a roof that is part of the roof of the principal building, but never to be used for living purposes.

Garden and Patio Homes: A single-family dwelling unit in which one (1) wall may be erected to one (1) common property line, this wall(s) can have no penetration of any kind including but not limited to openings for windows, doors, ventilators, clothes, dryer vents, water heaters, pressure discharge pipes, electrical circuits and apparatus, and shall be constructed and maintained to one (1) hour fire resistance rating from ground line to roof deck. The wall(s) or projections including roof overhangs shall not cross a property line.

Hazardous Waste: Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency (EPA) or appropriate agency of the State of Texas to be “hazardous” as that term is defined by or pursuant to Federal or State Law.

Height: The vertical distance of a building measured from the average established grade at the street line or from the average natural front yard ground level, whichever is higher, to (1) the highest point of the roof's surface, (2) to the deck line of mansard roofs, or (3) to the mean height level between eaves and ridge for hip and gable roofs and in any event, excluding chimneys, cooling towers, elevator bulkheads, penthouses, tanks, water towers, radio towers, ornamental cupolas, domes or spires, and parapet walls not exceeding ten (10) feet in height. If the street grade has not been officially established, the average front yard grade shall be used for a base level.

Hobby Room/Shop: An accessory use carried on by the occupant of the premises in a shop, studio or other workroom, purely for personal enjoyment, amusement or recreation; provided that the articles produced or constructed in said shop, studio, or workroom are not sold on the premises, and provided such use will not be obnoxious or offensive by reason of vibration, noise, odor, dust, smoke, fumes, or unsightly appearance.

Home Occupation: An occupation customarily carried on in the home by a member of the occupant's family, without the employment of additional persons, without the use of a sign to advertise the occupation, without offering any goods for sale on the premises and which causes no obnoxious noise, traffic or odor in the immediate area. The property owner operating a home occupation shall at all times maintain the appearance of a home. See Section 12.

Indoor Playground: An indoor facility specifically designed and primarily used for children's recreation and play, which may include structures like slides, climbing nets, ball pits, and trampolines, typically operated for a fee. This excludes gymnasiums or traditional athletic training facilities.

Indoor Recreation: A facility that is fully enclosed and primarily provides amusement, entertainment, or physical activity to the public for a fee. Examples include, but are not limited to, bowling alleys, indoor athletic courts, laser tag arenas, and fitness centers. This category excludes theaters, museums, and adult entertainment uses.

Industrial Manufacturing, Light: Processes which do not emit detectable dust, odor, smoke, gas or fumes beyond the bounding property lines of the lot or tract upon which the use is located and which do not generate noise or vibration at the boundary of the LI District which is generally perceptible in frequency or pressure above the ambient level of noise in the adjacent areas. Manufacturing or industrial operations of any type which meet the general conditions set forth above and which are not offensive by the reason of the emission of noise, odor, smoke, gas, fumes, dust, glare or the creation of hazard, but specifically excluding the following:

a. Acid Manufacturer
b. Animal slaughtering
c. Any use which due to the possible emission of excessive smoke, noise, gas, fumes, dust, odor or vibration or danger of explosions
d. Ammonia manufacture
e. Automobile wrecking yard
f. Carbon Black manufacture
g. Cement, lime, gypsum or plaster of paris manufacture
h. Chlorine manufacture
i. Cotton gin or Compress
j. Explosive storage or manufacture
k. Glue and fertilizer manufacture
l. Petroleum and petroleum products, refining and manufacture
m. Petroleum tank farm
n. Petrol chemical plant
o. Rendering plant
p. Other uses as determined by the Planning and Zoning Commission

Industry, Other: Any manufacturing or industrial use not prohibited by law except those uses listed above, which shall not be permitted without a conditional use permit as set forth in Chapter 15.

Kindergarten School: Same as day care center.

Landscape: To improve aesthetically with the use of material such as trees, shrubs, grass, boulders and decorations. Low water use and drought tolerant plants, trees and grass are encouraged.

Legislative or Governing Body: The City Commission of the City of San Benito.

Live/Work Units: A dwelling unit that is a combination of a commercial or industrial space and a residential space in a single structure or defined portion of a structure, where the resident of the unit is also the operator of the business or activity conducted within the unit. The non-residential activity must be clearly subordinate to the residential use and may be subject to specific limitations on size, hours of operation, external impacts, and types of business permitted.

Loading Space: A space within the main building or on the same lot as the main building, providing for the off-street standing, loading or unloading of trucks or trailers.

Lot: Land occupied or to be occupied by a building and its accessory buildings, and including such open spaces as required under this ordinance, and having its principal frontage upon a public street.

Lot Coverage: The percentage of the total area of a lot occupied by the floor print (first story of floor) of building located on the lot and including any impervious surfaces such as asphalt or concrete.

Lot Depth: The mean distance between the front and rear lot lines.

Lot Lines: The lines bounding a lot.

Lot of Record: A lot which is part of a subdivision, the plat of which has been recorded in the office of the County Clerk of Cameron County or a parcel of land, the deed for which is recorded in the office of the County Clerk of Cameron County prior to the adoption of this ordinance.

Lot Width: The average distance between side property lines.

Main Building: The building or buildings on a lot, which are occupied by the primary use.

Market: a commercial use, typically temporary, periodic, or seasonal, where independent vendors assemble to display and sell merchandise, goods, food, or produce to the public primarily from non-permanent structures such as tables, stalls, booths, canopies, or vehicles.

Marquee or Canopy: A roof-like structure of a permanent nature, which projects from the wall of a building or overhangs a public way.

Mobile Food Vendor: A vendor whose main purpose is to set up temporarily to sell food on an occupied property whose owner has agreed in writing to allow access to bathroom facilities and parking as required by the business generated by the mobile vendor. A food vendor shall be considered "mobile" if the structure used to sell food from is capable or being removed from the site on a daily basis. Mobile food vendor structures must be self-contained.

Mobile Home: A transportable, factory-built home, designed to be used as a year-round residential dwelling. (Refer to manufactured home ordinance)

Mobile Home Park or Trailer Court: A unified development of twenty-five (25) or more mobile homes spaces under private ownership.

Mobile Vendor: A vendor whose wares are set up temporarily on an occupied property whose owner has agreed in writing to allow access to bathroom facilities and parking as required by the business generated by the mobile vendor. A vendor shall be considered "mobile" if the structure used to vend goods from is capable of being removed from the site on a daily basis.

Mural: An image or artwork painted directly onto a wall, which is not considered a sign because it does not contain a logo, branding, product name, or commercial message, and does not advertise a business, service, or product.

Neighborhood Movie Theater: An enclosed structure designed and used for the commercial exhibition of motion pictures to the public, typically characterized by a smaller scale and capacity than regional movie multiplexes, primarily serving the adjacent neighborhood area, and often including concession facilities.

Neighborhood Performance Theater: An enclosed structure designed and used for live artistic performances such as plays, musicals, dance, or concerts, characterized by a small to moderate seating capacity and primarily serving the cultural and entertainment needs of the local neighborhood or community. This may include ancillary uses such as ticket offices and restrooms.

Nonconforming Use, Building or Yard: Use of property that was lawful prior to the adoption or amendment of a zoning ordinance and is permitted to continue even though it fails to conform to the requirements of the ordinance.

Nuisance: Obnoxious and/or annoying to nearby residents.

Occupancy: The use or intended use of the land or buildings by proprietors or tenants.

Office: A room, studio, suite or building in which a person transacts business or carries on an occupation. For the purposes of this ordinance, an office shall not involve manufacturing,

fabrication, production, processing, cleaning, testing, repair, or storage of aerials, goods or products, which are physically located on the premises.

Off-Street: Off the public right-of-way and on privately owned property.

Overlay District or Zone: An additional level of zoning requirements that is superimposed over the existing zoning in the area.

Painted Sign: A sign that is painted directly onto a building wall, which does contain a logo, branding, product name, commercial message, or otherwise advertises a business, service, or product located on the premises.

Parking Space: An area of sufficient size to store an automobile no less than nine (9) feet wide and twenty (20) feet long (180 square feet). The parking spaces and connecting driveways for all businesses and residential uses shall be of asphalt or concrete surface.

Parking Garages: A structure or building, or portion thereof, consisting of one or more levels or stories, used primarily for the storage of motor vehicles for temporary periods, either for compensation or to serve a principal use on-site or nearby, and which may be either fully enclosed or partially open. This definition specifically excludes private residential garages and structures used for vehicle repair, sales, or fueling.

Patio and Garden Homes: A Patio or Garden Home is a single-family dwelling unit in which one wall may be erected to one (1) common property line, this wall(s) can have no penetration of any kind including but not limited to opening for windows, doors, ventilators, clothes dryer vents, water heater, pressure discharge pipes, electrical circuits and apparatus, and shall be constructed and maintained to one (1) hour fire resistance rating from ground line to roof deck. The wall(s) or projections including roof overhangs shall not cross a property line. The other walls of a garden or patio home shall contain no greater percentage of openings than allowed by the currently adopted building code of the City of San Benito. The wall(s) or fences shall not encroach into any restricted area(s). Front yard setbacks for garden homes or patio homes shall be not less than ten (10) feet. There shall be no rear yard requirements applicable to patio or garden homes. Each patio or garden home shall provide no fewer than two (2) paved off-street parking spaces.

Pedestrian-Oriented Sign: A sign primarily designed and oriented to be legible to and attract the attention of pedestrians on the sidewalk. Examples include, but are not limited to, sidewalk A-frame signs, signs that project over the sidewalk, and signs integrated into canopies oriented toward the sidewalk.

Permanent Temporary Sign: A sign that is constructed of materials or displayed in a manner typically associated with short-term, temporary use (such as an event or promotion), but is installed or displayed for an indefinite or prolonged period, thereby acting as a permanent sign without meeting the standards for permanent signage.

Permit: An administratively issued license to build or otherwise alter any type of structure within the San Benito City Limits.

Permitted Use: A use specifically allowed in a zoning district without obtaining a use permit.

Planning and Zoning Commission: The board appointed by the City Commission to review issues related to zoning and land use.

Pole Sign: A type of freestanding sign that is permanently supported in a fixed location by a structure consisting of one or more vertical poles, uprights, or braces from the ground.

Porch: A one-story, roofed, open structure usually attached to a dwelling.

Portable Building: A structure that was built off-site and moved to a parcel of land for use as storage or office space that lacks a concrete slab or a perimeter beam with footing. Portable buildings in C-1, C-2, LI, and HI must be skirted, anchored, and have the outward appearance of a permanent structure and may not be used as a dwelling unit.

Premises: A lot, together with all buildings and structures thereon.

Private Garage: An accessory building housing vehicles owned and used by occupants of the main building; if occupied by vehicles of others, it is a storage space.

Recreational Vehicle Park: A vehicular development under one (1) ownership designed primarily for transient service, on which recreational vehicles, pickup coaches, self-propelled motorized vehicles, tent trailers, or travel trailers are parked or situated and used for the purpose of supplying to the public a parking space for such vehicles, meeting all of the requirements of this ordinance.

Residence: Same as dwelling.

Residential District: Any lot or tract zoned with the designation of SF-1, SF-2, MF, or MH primarily intended for residential living in single-family homes, duplexes, or patio homes or mobile homes.

Restaurant: A building or a portion of a building, where the primary business is the on-premises sale of prepared food, with adequate kitchen facilities for the preparation of the food to be cooked. If a restaurant has a permit to sell alcoholic beverages for on-premise consumption as a secondary source of income, it may not be considered a bar/lounge unless the sale of alcohol comprises more than 40% of sales.

Retail Store and Shop: Service offering all types of goods for sale from within the store and only new merchandise shall be permitted in an outside display for three (3) consecutive days, three times a year.

Rezoning: An amendment to the zoning map; a change in the permitted uses of a parcel of land.

Room: A building or a portion of a building which is arranged, occupied, or intended to be occupied as living or sleeping quarters but not including toilet or cooking facilities.

Salvage (Junk) Yard: A lot upon which waste or scrap materials are bought, sold, exchanged, stored, packed, disassembled, or handled, including but not limited to scrap iron and other metals, paper, rags, rubber tires or bottles. It does not include those uses conducted entirely within the confines of an enclosed building.

Secondary Uses: A collateral use of land or buildings usually performed in conjunction with a primary use, but not constituting a majority of the combined uses.

Setbacks: The minimum horizontal distance between the wall of a building and the property line.

a. Setback - Front Yard: A yard extending along the full width of a front lot line between side lot lines and from the front lot line to the front building line in depth.

b. Setback - Rear Yard: A yard extending across the full width of the lot and lying between the rear lot line and the nearest line of the building. Rear-yard depth shall be measured at right angles to the rear line of the lot.

c. Setback - Side Yard: A yard lying between the side line of the lot and the nearest line of the

building and extending from the front yard to the rear yard, or in the absence of either of such front or rear yards, to the front or rear lot lines. Side-yard width shall be measured at right angles to side lines of the lot.

Sexually Oriented Business: A massage establishment, nude studio, nude or partially nude dancing establishment, nude modeling studio, love parlor, adult bookstore, adult movie theater, adult video arcade, adult movie arcade, adult video, adult motel, or any other commercial enterprise of which the primary business is the offering of a service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer.

Shooting Range (Indoor): An area designated and equipped with targets for practice with firearms.

Side Yard: An open, unoccupied space on the same lot with a building between the side wall and the property line.

Sign: Any device or surface on which letter[s], illustrations, designs, figures, or symbols are painted, printed, stamped, raised, projected or in any manner outlined, attached or displayed and used for advertising purposes.

Site Plan: A detailed map by a registered, professional engineer clearly including the following: a) a drawing showing scale used, north arrow, the date and title of the project; b) property lines, location and widths of all streets, alleys, and other means of access; c) dimensions of all structures, proposed structures, slabs and proposed slabs, and parking plan; and d) description of proposed uses of property.

Special Overlay Zone: A special zoning designation in a part or all of a zoning district which either permits certain uses which are otherwise prohibited in the Base Zone, or prohibits certain uses which are otherwise permitted in the Base Zone.

Storage Building: A building primarily for the use or storage of goods and/or provisions not including hazardous chemical or dangerous materials such as, dynamite, etc. Refer to Chapter 6 for restrictions on placement and allowable size of storage buildings.

Structural Alterations: Any change in the supporting member of a building such as a bearing wall, column, and beams of [or] girders.

Technical Review Committee: A committee designated by the City of San Benito to provide technical review of Development Plans prior to submission to the Planning and Zoning Commission Committee members include the City Engineer, the Director of Operations, the Director of Planning, a representative from the Irrigation District, and utility providers for the City of San Benito.

Temporary Field Office: Portable building or temporary building used as field office for a real estate development or construction project and subject to removal at directions of Building Inspector.

Tower: An earth-based antenna station used for reception and/or transmission of satellite, radio, television, microwave or any other signal for purposes of communication that shall not exceed 125 feet in height, and shall be self-supporting. Guyed towers are prohibited.

Towing, Wrecking, or Wrecked Vehicle Storage Service: A service to tow motor vehicles which cannot be moved under their own power, such business shall include vehicle storage lot to store motor vehicles involved in accidents which cannot otherwise move under their own power. In no event shall any single stored vehicle remain on such storage lot for a period in excess of ninety (90) days. No wrecking, salvage dismantling or sales of used auto parts shall be conducted from towing

or wrecker service premises, or from the premises on which such vehicles are stored. Additionally, should any such vehicles remain on such lot for a period in excess of ninety (90) days, such lot shall be deemed to be a "wrecking and salvage yard" under the provisions of this zoning ordinance.

Townhouse: A single-family dwelling unit in which the building and/or wall(s) may be erected to or on property line on front, rear and side, in which the building has no open space except a patio inside the walls and which is erected for the specific purpose of providing a location for inside living. Townhouses are to be built in a series or group of attached units with property lines separating such units. The common wall will be constructed as set out in the current standard building code regarding separation between townhouses.

Travel Trailer: A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational and vacation uses.

Variance: Suspension of the literal application of the provisions of this ordinance, other than use regulations, as applied to a specific piece of property, as distinct from rezoning, and approved by the Zoning Board of Adjustments and Appeals.

Zoning Board of Adjustments and Appeals: A quasi-judicial body that hears appeals from decisions of city staff. The Zoning Board of Adjustments and Appeals considers requests for variances and conditional use permits.

Zoning Ordinance: A law set forth by a governmental authority (a municipal regulation) to partition into sections land which is reserved for different purposes.

SECTION 2: Land Use Chart.

A chart setting forth permissible land uses by zone and definitions of permissible land uses is attached as Exhibit A and is incorporated herein by reference and made a material part of this ordinance.

CHAPTER 3: ADMINISTRATION AND ENFORCEMENT

SECTION 1: Administration and Enforcement.

A. The Director of Planning or City Manager shall administer the provisions of this ordinance. If the Director of Planning shall find, or if any person files with him/her, a complaint in writing alleging that any of the provisions of this ordinance are being violated, he/she shall immediately investigate and when necessary give written notice, by certified mail, return receipt, to the person responsible to cease such violation within a reasonable period of time.

B. Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION 2. Building Permit Process.

A. All applications for building permits shall be accompanied by site plans drawn to scale, showing the actual dimensions and shape of the lot to be built upon; the dimensions of the proposed building, if any, already existing on the lot, and the location and dimensions of the proposed building, structure or alteration. The application serves as a basis for review of site plan. It shall include such information as lawfully may be required by the Director of Planning, including existing proposed uses of the building and land, the number of housekeeping units, or rental units the building is designed to accommodate; condition existing on the lots and on abutting and adjacent properties; off-street parking where required and such other matters as may be necessary to determine conformance with, and provide for the enforcement of this ordinance.

B. This section applies only to a permit required by the City of San Benito to erect, construct, or improve a building or other structure within the city limits or its extraterritorial jurisdiction (ETJ).

Initial Permit Decision Timeline. Not later than the 45th day following the date a complete application for a permit is officially submitted, the City's permitting authority must take one of the following actions:

1. Grant or deny the permit;
2. Provide written notice to the applicant, clearly stating the reasons why the City has been unable to grant or deny the permit application within the 45-day period; or
3. Execute a written agreement with the applicant establishing a mutually agreed-upon extended deadline for granting or denying the permit.

Final Decision After Initial Notice. For any permit application where written notice was provided under Section 2.B.2 (stating reasons for delay), the City must subsequently grant or deny the permit application not later than the 30th day after the date the applicant receives that initial notice.

Consequences of Failure to Act. If the City's permitting authority fails to grant or deny a complete permit application within the time required under Final Decision After Initial

Notice, or by the extended deadline established in a written agreement under Section 2.A.3, the City shall be subject to the following limitations:

1. The City may not collect any further permit fees associated with that specific application; and
2. The City shall refund to the applicant any and all permit fees associated with the application that have already been collected.

C. Permit Expiration:

1. Every permit issued under this ordinance shall become invalid unless the work authorized by such permit is commenced within six (6) months after the date of issuance, or if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the work is commenced.
2. Permitted work shall be completed within one (1) year from the date of permit issuance, unless an extension is approved by the Building Official in accordance with this section.
3. The Building Official is authorized to grant one (1) extension of time for a permit for a period not to exceed six (6) months, provided the permittee submits a written request and pays a renewal fee equal to fifty percent (50%) of the original permit fee.
4. A permit that has expired is null and void. No work may be performed after expiration unless a new permit application is filed and a new permit is issued.

D. If the construction is not in compliance with conditions placed on said permit, the permit shall be revoked by the Director of Planning and Development, at any time prior to the completion of the building or structure for which the same was issued, when it shall appear that there is departure from the plans, specifications or conditions as required under terms of the permit, that the same was procured by false representation, or was issued by mistake, or that any of the provisions of the Zoning Ordinance are being violated. Upon the failure, refusal, or neglect of any owner, his/ her agent, contractor or duly authorized representative to secure such permit and pay the prescribed fee, the Building Inspector may issue a stop order; and thereafter no such construction shall proceed.

SECTION 3. Certificate of Zoning Compliance and Occupancy.

A. It shall be unlawful to use, occupy, or permit the use or occupancy of any building or premises or both, or part thereof, hereafter created, erected, changed, converted or wholly or partly altered or enlarged in its use or structure nor permanent utility connections to serve the premises be made until a Certificate of Occupancy has been issued by the Director of Planning or assigned subordinate stating that the proposed uses of the land conforms to the requirements of this ordinance, and the use of the building complies with the adopted International Residential Code.

B. A Certificate of Occupancy and Compliance shall be applied for coincident with the application for a building permit and will be issued within ten (10) days after the completion of the erection, alteration or conversion of such building or land, provided such construction or change has been made in complete conformity to the provisions of this ordinance.

C. A Certificate of Occupancy shall state that the building or proposed use of a building or land, has complied with all the building or health laws and ordinances and with the provisions of these regulations. A record of all certificates shall be kept on file in the Office of the Building Inspector, and copies shall be furnished, on request to any person having a proprietary or tenancy interest in the land or building affected.

SECTION 4: Classification of New and Unlisted Uses.

A. In the event new types of land uses develop and forms of land use not listed in the Land Use Chart (Exhibit A) intent [intend] to locate in the City of San Benito, a determination as to the appropriate classification or [of] any new or unlisted form of land use shall be made as follows:

1. The Director of Planning shall refer the question concerning any new or unlisted use to the City Planning and Zoning Commission requesting an interpretation as to the zoning classification into which use should be placed.

2. The City Planning and Zoning Commission shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the various districts and determine the zoning district or districts within which such use should be permitted.

3. The City Planning and Zoning Commission shall transmit its findings and recommendations to the City Commission as to the classification proposed for a new or unlisted use. The City Commission shall by ordinance approve the recommendation of the City Planning and Zoning Commission or make such determination concerning the classification of such use as is determined appropriate.

SECTION 5. Procedure for Amendments to Ordinance.

A. The regulations, restrictions, and boundaries set forth in this Ordinance may from time to time be amended, supplemented, changed, modified, or repealed upon initiation by the Planning and Zoning Commission, the City Commission, or by petition of a property owner or owners of or their authorized agents; provided however, that no action may be taken until:

1. An application has been made on the forms prescribed by the Planning and Zoning Commission, [and] proof of ownership or control has been established and duly filed with the Director of Planning;

2. The City Planning and Zoning Commission shall hold a public hearing on any application for any amendment or change prior to making its recommendations and reports to the City Commission. Written notice of each public hearing before the Planning and Zoning Commission on a proposed change in a zoning classification shall be sent to each property owner, as indicated by the most recently approved municipal tax roll, of real property within 200 feet of the property on which the change in classification is proposed. Such notice shall be given not less than ten (10) days before the date set for the hearing which may be served by its deposit in the municipality, properly addressed with postage paid, in the United States mail. Such public hearing shall be published in an official newspaper or a newspaper of general circulation in the municipality ten (10) days prior to the hearing stating the time and place of such hearing.

3. A public hearing before the City Commission on any proposed amendment, Supplement or change shall be published in an official newspaper or a newspaper of

general circulation in the municipality fifteen (15) days prior to the hearing stating the time and place of such hearing.

4. A proposed amendment, supplements, or change to a regulation or boundary may be officially protested after action is taken by the Planning and Zoning Commission at the time it goes to the public hearing with the City Commission by filing with the City Secretary within fourteen (14) days a written and duly signed petition from the owners of twenty percent (20%) or more either of

    a. the area of the lots or land covered by the proposed change; or

    b. the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from the area.

    c. in computing the percentage of land area, the area of streets and alleys shall be included. Such amendment shall not become effective except by a four-fifths (4/5ths) vote of the governing body.

5. The Planning and Zoning Commission shall make a preliminary report and hold public hearings on that report before submitting a final report to the City Commission. The City Commission may not hold a public hearing and may not take action on the matter until it receives the final report of the Planning and Zoning Commission.

6. If a rezoning request for a particular tract of property is made to the City Commission after standard Planning and Zoning Commission procedure, and such request for whatever reason, fails to be enacted by the City Commission by passing an ordinance pursuant to this Zoning Ordinance, such rezoning request may be considered a second time by the City Commission after such request has been resubmitted to the Planning and Zoning Commission for its recommendation pursuant to the provisions of this Zoning Ordinance. If such rezoning request is not enacted by the City Commission upon said second submission, such request shall not be resubmitted to the Planning and Zoning Commission or the City Commission for an intervening six-month period following the date of the denial of such second submission to the City Commission.

CHAPTER 4: BUILDING SITE

SECTION 1: Creating a Building Site for Construction.

No permit shall be issued for the construction of a building upon any tract or plat until a building site, building tract or building lot has been created by compliance with one of the following conditions.

A. The lot or tract is part of a plat of record, properly approved by the City Planning and Zoning Commission and filed in the Plat Records, Cameron County, Texas.

B. The site plot or tract is all or part of a site plan officially approved by the City Planning and Zoning Commission, which site plan provides all utility and drainage easements, alleys, streets and other public improvements necessary to meet the normal requirements for platting including designation of building areas and such easements, alleys and streets have been acquired and properly dedicated and the necessary public improvements provided.

C. The plot, tract or lot faces upon a dedicated street and was separately owned prior to the effective date of the subdivision ordinance October 1973. In this event a building permit for only one main building may be issued on each such original separately owned parcel without first complying with either subsection A or B preceding.

CHAPTER 5: REGULATIONS ON LOT AREA, YARD, & FENCES

SECTION 1. Lot Area.

Except as hereinafter provided, no building or structure or part thereof shall be erected, altered, or converted for any use permitted in the district in which it is located unless it is in conformity with all the minimum regulations specified for lot area; lot width; front, side and rear yards; structure height; lot coverage and dwelling size.

A. The minimum lot area for the various districts will be in accordance with the following schedule, except that a lot having less area than herein required which was an official "lot of record" prior to the adoption of this ordinance may be used for one-family dwelling. No lot existing at the time of the passage of this ordinance shall be reduced in area below the minimum requirements set forth below.

District	Minimum Lot Size
A-O	5 acres
SF-1	6,250 square feet
SF-2	6,250 square feet
MF	6,250 square feet
MH	refer to Mobile Home Ordinance
OP	6,250 square feet
NS	6,250 square feet
C-1	6,250 square feet
C-2	6,250 square feet
LI	6,250 square feet
HI	6,250 square feet
PDD	varies

C/P	6,250 square feet
DT-O	No minimum

SECTION 2: Lot Width.

A. Residential: The minimum residential lot width for lots in the various districts used for residential purposes will be in accordance with the following schedule, except that a lot having less width than herein required which was an official "lot of record" prior to the adoption of this ordinance may be used as a one-family dwelling. No lot existing at the time of passage of this ordinance will be reduced in width below the minimum set forth herein:

District	**Minimum Lot Width**
A-O	50 feet
SF-1	50 feet
SF-2	50 feet
MF	50 feet
MH	Refer to Mobile Home Ordinance
OP	50 feet
NS	50 feet
C-1	50 feet
C-2	50 feet
LI	50 feet
HI	50 feet
PDD	varies
C/P	50 feet

DT-O	No minimum, except for applicable building codes

B. Nonresidential: There shall be a minimum lot width of 50' in LI and HI district zones.

SECTION 3: Lot Depth.

A. Residential: The minimum residential lot depth for the various districts will be in accordance with the following schedule, except that a lot having less depth than herein required which was an official "lot of record" prior to the adoption of this ordinance may be used for a one-family dwelling and no lot existing at the time of the passage of this ordinance shall be reduced in depth below the minimum set forth herein.

District	**Minimum Lot Depth**
A-O	varies
SF-1	125 feet
SF-2	125 feet
MF	125 feet
MH	Refer to Mobile Home Ordinance
OP	125 feet
NS	125 feet
C-1	125 feet
C-2	125 feet
LI	125 feet
HI	125 feet
PDD	varies
C/P	125 feet

DT-O	No minimum, except for applicable building codes

B. Nonresidential: There shall be a minimum lot depth of 125' in LI or HI district zones.

SECTION 4: Lot Coverage.

A. Required open space shall be landscaped consisting of sidewalks, pool area, tennis courts, green areas and similar uses. Parking spaces and open driveways shall not be considered as part of the open space requirement.

B. In SF-1, SF-2 and MH zones, no more than sixty percent (60%) of the total lot will be covered by the combined area of the principal building and all accessory buildings or any other impervious surface such as asphalt or concrete. In MF zones, no more than eighty percent (80%) of the total lot area will be covered by the combined area of the principal building and all accessory buildings or any other impervious surfaces such as asphalt or concrete.

C. In OP, NS, C-1, C-2, LI and HI zones no more than eighty percent (80%) of the total lot area will be covered by the combined area of the principal building and all accessory buildings or any other impervious surfaces such as asphalt or concrete.

SECTION 5: Lot Drainage.

No roof or overhang shall be allowed to discharge water into a neighboring private property. Rain gutters, or landscaping shall be required to minimize the effects of erosion from direct drainage of water.

SECTION 6: Building Yard Setbacks.

A. Any point of any exterior wall of any building structure situated on a lot in Districts SF-1, SF-2, and MF will lie not less than:

1. Twenty-five (25) feet from the front property line (referred to herein as the front yard),
2. Fifteen (15) feet from the rear property line; and
3. Five (5) feet from a property line which lies perpendicular to the property lines having the shortest length (referred to herein as the side yard). The distances required herein will be referred to as building setback requirements.

B. For existing lots with forty-nine (49') feet or less in width, the side setback shall be a minimum of four (4') feet, the front setback shall be twenty-five (25') feet, and rear yard setback shall be fifteen (15') feet. For existing lots with less than one hundred (100') feet in depth, the front and rear yard setbacks shall be established by existing setbacks within the block.

C. For existing lots with thirty-five (35') feet or less in width, the side yard setback shall be a minimum of three (3') feet, the front setback shall be twenty-five (25') feet and rear yard setback shall be fifteen (15') feet. For existing lots with less than one hundred (100') feet in depth, the front and rear yard setbacks shall be established by existing setbacks within the block. Where two (2) thirty-five (35) feet lots are combined for construction of one structure, the side yard setbacks shall be 5' from the property line, front yard shall be 25' from the property line, and rear yard shall be 15' feet from the property line.

D. Any point of any exterior wall of any building structure situated on a lot in Districts OP, NS, C-1 or C-2 will require not less than: 1) twenty-five (25) feet of front yard setback; 2) a five (5) feet rear yard setback; and 3) a five (5) feet side yard setback.

E. Any point of any exterior wall of any building structure situated on a lot in Districts LI and HI, will require not less than: 1) twenty-five (25) feet of front yard setback; 2) a five (5) foot rear yard setback; and 3) a five (5) foot side yard setback.

F. For a corner lot located in any zoning district, the side yard setback on the side street shall be ten (10) feet on the street side and five (5) feet on the interior side. A ten (10') feet side setback shall be maintained on corner lots with a width of less than forty-night feet (49').

G. Parcels with a nonresidential base zoning situated within the DT-O District shall be deemed exempt from all minimum yard setback requirements, except for rear yards, as delineated in Sections A through F, inclusive, of this ordinance.

H. The exterior building wall of any structure situated on a lot within the DT-O District shall be sited such that no point lies more than ten (10) feet from the front property line and any side property line abutting a public street. This ten-foot (10') maximum setback shall not apply where an outdoor dining area or public plaza is formally provided along the subject property line; in such instances, the maximum setback for the exterior building wall shall be eighteen (18) feet. For the purposes of this Section, public alleys shall not be construed as public streets.

I. Parcels possessing a residential base zoning within the DT-O District shall adhere to the standards set forth in Sections A-F aforementioned, notwithstanding the following specific exceptions for multifamily dwellings, duplexes, townhomes, and condominiums:

    1. Townhomes may be exempted from front yard setbacks only in the event that the following conditions are satisfied with respect to each residential unit:

        i. The primary ingress/egress door of the unit shall directly orient toward the street.

        ii. The aforementioned primary ingress/egress door shall be situated no greater than six feet (6') from the street, or, in the instance that a front patio is incorporated, the maximum permissible distance between the street and the primary ingress/egress door shall be twelve feet (12').

    2. Multifamily dwellings, duplexes, and condominiums may be exempted from front yard setbacks, provided and only if the height requirements stipulated in **Chapter 8** are fully met and complied with.

    3. All multifamily dwellings, duplexes, townhomes, and condominiums shall be eligible for exemption from rear and side yard setbacks upon the issuance of a valid Conditional Use Permit.

SECTION 7: Projections into Required Yard or a Court.

A. Every part of a required yard or court shall be open from its lowest point to the sky unobstructed, except for the ordinary projection of sills, belt courses, cornices, chimneys, buttresses, ornamental features and eaves; provided, that:

    1. none of the above projections shall extend into a court more than twelve (12) inches nor into a required yard more than thirty six (36) inches, and provided further;

2. canopies or open porches having a roof area not exceeding sixty (60) square feet may project a maximum of six (6) feet into the required front or rear yard;

3. existing open porches extending into the required yard shall not be enclosed.

B. A through lot shall be deemed to front upon the street which gives access to that lot.

C. Stairways, steps, porch coverings which are attached to any building may project no more than six (6) feet into the front yard.

D. Canopies or awnings attached to nonresidential businesses situated within the Downtown Overlay (DT-O) District may project over a public sidewalk; provided, however, that such projection shall not exceed six (6) feet or the entire width of the public sidewalk whichever is lesser, directly abutting the subject property. All such projections shall comply with minimum clearance requirements established by the applicable building code and fire code except as described below:

1. Furthermore, notwithstanding the foregoing provisions, a canopy or awning associated with a Live/Work Unit may project over a public sidewalk only upon the issuance of a Conditional Use Permit (CUP) as governed by this Ordinance.

2. A building façade that is located within the C-1 and DT-O districts, and faces Robertson Street, and undergoes a façade improvement project approved by the **San Benito EDC** shall be permitted a canopy or awning projection over the public sidewalk of up to eight (8) feet or the entire width of the public sidewalk, whichever is less.

E. Patio awnings, patio covers, and patio roofs with no enclosing walls may project no more than five (5) feet into the rear yard setback line. Balconies, decks or marquees which are elevated more than eight (8) feet from ground level may project up to six (6) feet into the rear yard.

F. A table setting forth the building setback requirements for each district, is attached as Exhibit "B" and is incorporated herein by reference and made a material part of this ordinance.

SECTION 8: Fences.

A. Residential: Front yard fences extending past the forward-most portion of the house structure to the front and side lot property lines may be constructed and maintained under the following terms and conditions:

1. solid face fences, such as solid masonry face fence, shall be restricted to a height of not more than three (3) feet in height above the grade of the yard at least fifteen (15) feet back from such front property line and along any side property line of a street corner.

2. ornamental and decorative fence of not more than six (6) feet, such as ornamental iron allowing reasonable through vision and substantially free air flow shall have no height restrictions other than that applicable to permanent structures.

3. solid rear and side fences are restricted to a height of not more than six (6') feet for residential areas and are subject to the sight triangle on a corner where a street or alley intersects with another (see Exhibit D).

B. Non-Residential: A solid screening fence of not less than six (6') feet in height shall be constructed in the side and/or rear yards of a commercial zoning district dividing the district from any residential district. Solid face front yard fences may be maintained at a height of no

more than six (6) feet up to the lot line providing they do no obstruct traffic view of at least 15 feet on an approach to a street and 10 feet on the approach to an alley.

C. Residential and Non-Residential fences greater than seven (7) feet will need windstorm plans.

CHAPTER 6: SUPPLEMENTARY DISTRICT REGULATIONS

SECTION 1: Detached Accessory Buildings.

More than one Accessory Building may be allowed on a lot provided the impervious lot coverage does not exceed the requirements of the district, and the buildings shall always be located in the area defined as the rear yard. Permitted Accessory Buildings located with a main building for one-family, two-family and multiple-family use may be located upon a lot or unplatted tract, but the Accessory Building may never be used as a main building for residential use.

A. In a residential district, an Accessory Building is a subordinate building detached from the main building, without separate bath or kitchen facilities, not used for commercial purposes and not rented or leased. Separate bath and kitchen facilities will be allowed in cabanas, shelters, and other private poolside structures, provided, however, that such structures will never be used as a residence.

B. Any structure, item or appurtenance (for example swimming pools) in a nonresidential district, the use of which is incidental to the main structure, shall be required to comply with the same restrictions as those for an Accessory Building in a residential district. The exemptions to this requirement will be mailboxes, yard decorations, flagpoles, and fountains.

    1) In nonresidential districts, an Accessory Building is a subordinate building, the use of which is incidental to and used only in conjunction with the main building.

C. The side yard requirements for Accessory Buildings shall be five (5) feet and no less than five (5) feet rear setback, ten (10) feet if no rear alley exists.

SECTION 2: Portable Building Placement.

A. In a residential district, a Portable Building is a subordinate building, detached from the main building, without separate bath or kitchen facilities, not used for commercial purposes and not rented or leased. No more than one Portable Building shall be allowed on a lot regardless of zone or size.

B. In a residential district, the side yard requirements for Portable Buildings shall be a minimum of five feet if the use is accessory and shall always be located in the area defined as the rear yard with a five-foot setback in the rear.

C. In other districts, a Portable Building may be used as a subordinate building, the use of which is incidental to and used only in conjunction with the main building with a minimum of five feet if the use is accessory and always be located in the area defined as the rear yard with a five-foot setback.

D. Where a lot is used for multi-family, retail, commercial, industrial purposes or a combination of the same, more than one (1) portable building may be located upon the lot, however, a conditional use permit is required for each such Portable Building and for allowance of more than one on a single lot. Such buildings shall conform to all open space, parking and other requirements applicable to the uses and district when all such main buildings face upon a public street or other approved means of access, other than an alley. No parking area, storage area or required open space for one building will be computed as being the open space, yard or area requirements for any other dwelling or other use. A site plan shall be required and submitted to the Planning & Zoning Commission to assure compliance with this ordinance. Any deviation from the site plan as approved by the Planning & Zoning Commission is prohibited and shall

void such Conditional Use Permit.

E. A Portable Building may never be used as a main building for residential use.

SECTION 3: Storage Buildings.

In a residence or an apartment district, a Storage Building is a subordinate building, attached to or detached from the main building, without separate bath or kitchen facilities, not used for commercial purposes and not rented or leased. In other districts, a Storage Building is a subordinate building, the use of which is incidental to and used only in conjunction with the main building.

A. A storage building may be located upon a lot or unplatted tract, however a Storage Building may never be used as a main building for residential use. A Storage Building is primarily used for the storage of goods.

B. No more than one Storage Building shall be allowed on a lot regardless of zone or size.

C. In a residential district, the side yard requirements for a Storage Building shall be a minimum of five feet if the use is accessory and always be located in the area defined as the rear yard with a five-foot setback in the rear.

D. In other districts, a Storage Building may be used as a subordinate building, the use of which is incidental to and used only in conjunction with the main building with a minimum of five feet side yard setback if the use is accessory and always be located in the area defined as the rear yard with a five (5') feet side setback. Parcels located in the DT-O (Downtown Overlay) District are exempt from side setbacks, provided they do not border properties zoned SF-1 storage building roofs do not drain onto any neighboring properties.

SECTION 4: Structures to Have Access.

Every building hereafter erected, placed, or moved shall be on a lot with direct access to a public street, or with access to a municipally approved private street. All structures shall be so located on lots as to provide safe and convenient access for servicing, fire protection, and required on-site parking.

SECTION 5: Supplemental District Requirements - Industrial Zoning District.

All facilities that are involved in manufacturing, salvaging, fabricating, processing, or assembly of products shall be subject to the following performance standards:

A. Smoke. No operation shall be conducted unless it conforms to standards established by any applicable state and federal health rules and regulations pertaining to smoke emission;

B. Particular Matter. No operation shall be conducted unless it conforms to the standards established by applicable state and federal health rules and regulations pertaining to emission of particular matters;

C. Dust, Odor, Gas, Fume[s], Glare, or vibrations. No emission of these matters shall result in a concentration, at or beyond the property line, which is detrimental to the public health, safety, or general welfare or which causes injury or damage to property; said emissions shall in all cases conform to the standards established by applicable state and federal health rules and regulations pertaining to said emissions.

D. Noise. No operation shall be conducted in a manner so that any noise produced is objectionable due to intermittence, beat frequency or shrillness. Said operation shall in all cases conform to the standards established by applicable state and federal health rules and regulations and to other city ordinances pertaining to noise.

E. Radiation Hazards and Electrical Disturbances. No operation shall be conducted unless it conforms to the standards established by applicable state and federal health rules and regulations pertaining to radiation control;

F. Water Pollution. No water pollution shall be emitted by manufacturing or other processing. In a case which potential hazards exist, it shall be necessary to install safeguards acceptable to the appropriate state and national health and environmental protection agencies prior to issuance of a certificate of occupancy. The applicant shall have the burden of establishing that said safeguards are acceptable to said agency or agencies.

CHAPTER 7: MINIMUM PARKING AND LOADING REQUIREMENTS

SECTION 1: Purpose.

It is the purpose of this section to state the guidelines for providing off-street parking space consistent with the proposed land use in order to:

A. Eliminate occurrence of non-resident on-street parking in adjoining neighborhoods;

B. Avoid the traffic congestion and public safety hazards caused by a failure to provide such parking space;

C. Expedite the movement of traffic on public thoroughfares by discouraging curb parking.

SECTION 2: General Requirements.

A. Off-Street Parking: Spaces required in this section apply to all districts except in the DT-O District. Off-street parking spaces shall be provided at the time any building or structure is erected or enlarged or increased in capacity or at the time any other use is established.

B. Dimensions and Access: Each off-street parking space shall have an area of not less than nine by twenty feet (9' x 20') feet and shall be in usable shape and condition. Each parking area shall provide an adequate on-site turnaround area. There shall be adequate provision for ingress and egress to all required parking spaces, without backing into any public right-of-way. Entrances to and exits from parking areas from a street shall not be greater than thirty-five (35) feet in width.

C. Off-Premises Location: For any new use, building or structure where the required off-street parking cannot be provided on the premises because of the size or the location of the lot, such parking may be provided on other property under the same ownership not more than 200 feet distant from the building site and provided the proposed parking area is located in a district where parking lots are permitted.

D. Number of Off-Street Parking Spaces Required: The number of off-street parking spaces required shall be determined from Section 7. The classification of uses referred to shall be deemed to include and apply to all uses.

E. Development and Maintenance of Parking Area: Every parcel of land hereafter used as public or private parking area shall be developed and maintained in accordance with the following requirements:

1) Barriers: All commercial, industrial and multi-family off-street parking areas, except access ways, shall be separated from the street right-of-ways by a barrier curb, or tire stop approved by the Director of Planning and Community Development;

2) Surfacing: Except as otherwise provided, all required off-street parking areas for three (3) or more cars shall have a dustless all-weather surface and shall be installed and be so arranged and marked (in paved areas) as to provide for orderly and safe parking for vehicles in all districts. Areas used for display and/or sale of items, for example vehicles, trailers, mobile homes, portable buildings, shall have a dustless all-weather surface such as asphalt or concrete.

3) Lighting: Any lighting used to illuminate any off-street parking area shall be arranged so as to direct or shield the light away from the adjoining premises in any residential district.

F. Maneuvering Space: All parking, other than single- and two-family residential parking, shall be designed so that adequate on-site turnaround area is provided. A motor vehicle shall be able to enter or exit such lots without backing directly or into the right-of-ways of streets or alley without moving any other automobile.

SECTION 3: Residential Parking Required.

Parking shall be on the same lot as the main building, or on a lot within 200 feet and zoned for business.

A. Two (2) parking spaces per dwelling unit shall be provided for the following, with the parking area located on the same lot as the main building or buildings, except as otherwise provided above:

1. Single Family dwellings
2. Two-family (duplex) dwellings
3. Three-family (triplex) dwellings
4. Four-family (four-plex) dwellings

B. Two (2) parking spaces per dwelling unit shall be provided for each of the following, with the parking area located on the same lot as the main building, or on a lot within 200 feet either on land zoned for business or by Use Permit zoned for residential use:

1. Apartments (5 and over)
2. Apartment hotels
3. Other similar multi-family dwellings

C. One (1) parking space for each transient unit (living unit) plus one (1) space for each two (2) employees shall be provided in each of the following instances:

1. Hotel/Motel
2. Tourist Home
3. Other transient accommodation

D. One and one-half (1-1/2) parking spaces for each person shall be provided for the following establishments:

1. Dormitory
2. Lodging House
3. Rooming House
4. Original has this as Subsection A.
5. Other similar group quarters

E. One (1) space for each two (2) employees (based on a maximum employee shift); plus one and one-half (1.5) spaces for each four (4) patient beds; plus one (1) space for each staff doctor shall be provided for each of the following uses:

1. Convalescent homes
2. Homes for the aged or infirm
3. Hospitals and all other similar institutions

SECTION 4: Nonresidential Parking Required.

A. One (1) parking space for each three (3) seats for patron use; plus one (1) space for each two (2) employees shall be provided for the following uses:

1. Boarding house
2. Private Club
3. Lunch counter
4. Nightclub
5. Restaurants without drive-through service - One (1) space for every three (3) seats under maximum seating arrangement or one for every two hundred and fifty (250) square feet of dining area plus one for each employee to be on the premises at the highest staffed shift, whichever is greater.
6. Restaurants with drive-through service - One (1) space for every four seats under maximum seating arrangements or one for every four hundred (400) square feet dining area plus one for each employee to be on the premises at the highest staffed shift, whichever is greater.

B. One (1) parking space for each four (4) seats; plus one (1) parking space for each two (2) employees shall be provided for the following uses:

1. Churches (when seating more than 20)
2. Funeral parlors
3. Theaters
4. Motion picture houses

C. One (1) parking space for each three hundred (300) square feet of gross floor area; plus one (1) space for each two (2) employees shall be provided for the following use;

1. Medical Office/Clinic
2. Dental Office/Clinic

D. One (1) parking space for each four hundred (400') square feet of gross floor Area

1. Public or private school

E. One (1) parking space for each four hundred (400) square feet of gross floor area; plus one (1) space for each two (2) employees shall be provided for the following uses. (Add one 12' x 35'

loading space for each ten thousand (10,000) square feet of gross floor area in uses marked*):

1. Banks and other financial and leading institutions
2. Gasoline and other motor fuel stations (retail service stations)
3. Personal service shops
4. Retail establishments, including all retail food stores, catering services, and bakeries
5. Sales, display, customer, or office areas in wholesale establishments
6. Shopping centers containing any combination of the above areas
7. All office buildings
8. Auto vehicles sales and repair

F. One (1) parking space for each two (2) employees plus off-street drive and loading space for a minimum of four (4) cars for the transferring of passengers shall be provided for:

1. Day nurseries
2. Day care centers
3. Kindergartens

G. One (1) parking space for each two (2) employees (based on maximum employees shift) plus at least two (2) visitor's parking spaces shall be provided for all industrial uses and on the same lot as the main building or on lot within 100 feet and zoned for business or industry.

H. The following uses shall be determined only after review of a site plan by the Planning staff.

1. Airports
2. Bus depots
3. Truck terminals
4. Terminal facilities and all other personnel or material terminal facilities

I. Any business or industrial building, hospital, institution or hotel hereafter erected, constructed, reconstructed or altered, in any district, shall provide adequate off-street facilities for the loading and unloading of merchandise and goods within or adjacent to the building, in such a manner as not to obstruct freedom of traffic movement of the public streets, alleys, or sidewalks.

SECTION 5. Surfacing and Screening.

All parking areas required above (except for SF-1, SF-2, and MF units), shall provide adequate surfacing and screening so as to emit no offensive dust, dirt, glare or noise when such lot abuts a lot in Districts SF-1 and SF-2.

SECTION 6. Special Off-Street Parking Regulations.

A. In computing the parking requirements for any building or development, the total parking requirements shall be the sum of the specific parking space requirements for each class of use

included in the building or development.

B. Whenever a lot or tract is used for off-street parking of motor vehicles in connection with an office, retail, commercial or industrial use and in [is] adjacent to or across the street from a residentially zoned district, a solid privacy fence of not less than six (6) feet in height constructed of masonry or wood shall be erected and maintained so as to enclose the off-street parking areas so as to screen the parking use from adjacent residential districts.

C. The areas in front of the required screening wall or fence shall be maintained in a clean and orderly condition free of weeds, debris, and trash.

SECTION 7. Off-Street Loading Space.

Off-Street loading space shall be provided on each lot in accordance with the following:

A. All retail, commercial or industrial structures shall provide and maintain off-street facilities for the loading and unloading of merchandise and goods within the building or on the lot adjacent to a public alley or private service drive. Such space shall consist of minimum area of ten (10) feet by twenty-five (25) feet of for each twenty thousand (20,000) square feet of floor space or fraction in excess of three thousand (3,000) square feet in the building or on the lot.

B. Kindergartens, day schools and similar child training and care establishments shall provide loading and unloading space on a private drive, off-street to accommodate a minimum of four (4) cars for the loading and unloading of persons cared for by the establishment.

SECTION 8. Handicap Compliance - Off-Street Parking.

The following is in compliance with the Americans with Disabilities Act (ADA) passed in 1990:

Total Parking in Lot	Required Minimum Number of Accessible Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8

401 to 500	9
501 to 1000	*
1000 and over	**

* Two (2) percent of total.

** Twenty (20) plus one (1) for each 100 over 1000.

Parking spaces for disabled people shall be at least eight (8) feet wide and shall have an adjacent access aisle five (5) feet wide minimum.

SECTION 9. Off-Street Parking - Existing Structures.

A. Additional off-street parking shall not be required for existing structures located in OP, NS, and C-1.

B. Off-street parking shall be required in all districts when any structure is erected, enlarged or increased in capacity or when a new structure is constructed.

SECTION 10. Towing, Wrecking, or Wrecked Vehicle Storage Service.

In no event shall any single stored vehicle remain on a storage lot for a period in excess of ninety (90) days. No wrecking, salvage, dismantling or sales of used auto parts shall be conducted from towing or wrecker service premises, or from the premises on which such vehicles are stored. Additionally, should any such vehicles remain on a storage lot for a period in excess of ninety (90) days, the lot shall be deemed to be a "Towing/Wrecker Service" under the provisions of this zoning ordinance.

CHAPTER 8: HEIGHT REGULATIONS

SECTION 1. Residential Zone Regulations.

No building or structure shall be located, erected or altered in any residential zone so as to exceed three (3) stories without prior public hearing and approval by the Zoning Board of Adjustments.

SECTION 2. Nonresidential Zone Regulations.

In nonresidential zones, the permissible building heights shall be consistent and compatible with the surrounding buildings and shall not place an undue significant burden on adjacent or nearby properties. Buildings greater than five (5) stories shall be subject to review, with a public hearing and approval of the Zoning Board of Adjustments.

SECTION 3. Mixed Use Regulations.

Proposed land uses encompassing a combination of residential and nonresidential components shall adhere to the standards stipulated in Section 8.02, Nonresidential Zone Regulations.

CHAPTER 9: LANDSCAPING

Section 1: Amending Ordinance Number 2252 as codified in the City's Code of Ordinances in Chapter 14, Section 9 Landscaping.

Section 2: Definitions.

For the purpose of the administration and enforcement of this ordinance and unless otherwise stated in this ordinance, the following words shall have the meaning as indicated in this section, except where the context clearly indicates a different meaning.

Architectural Planters means a fixed or permanently installed container or structure, typically constructed from materials such as concrete, stone, metal, or brick, that is designed to hold soil and support live plant material as part of a building's exterior or site landscaping. Architectural planters are used to enhance aesthetic appeal, define walkways or building entries, and contribute to required landscaping. Temporary pots or movable containers shall not be considered architectural planters for the purposes of this ordinance.

Berm-means an earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.

Buffer means a visual screen constructed of wood, concrete block, masonry, or landscape material in such a manner that adjacent property will be screened from the use contemplated, so that noise, solid waste, or other objectional influences will be avoided. Such buffer shall be horizontal to the ground, a minimum of six feet in height, and 100 percent opaque, except where extraordinary circumstances exist, or where additional height is required by state law or will more adequately accomplish the desired end.

Caliper-means the diameter of a tree at six inches above natural grade.

Dripline-means the vertical line extending from the outermost portion of the tree canopy to the ground.

Frontage means lineal distance measured along all abutting street right-of-way.

Ground cover means low growing plants in such a manner as to form a continuous cover over the ground, normally reaching an average maximum height of not more than 24 inches at maturity. Grass is not classified as a ground cover for purposes of this article.

Landscape means trees, shrubs, ground cover, vines or grass installed in planting areas for the purpose of fulfilling the requirements of this ordinance.

Mulch means nonliving organic and inorganic materials customarily used in landscape design to retard erosion and retain moisture.

Net Area means the portion of a property that is available for calculating landscaping requirements. It excludes areas covered by buildings, public street rights-of-way, and other non-landscapeable features such as utility easements or alleys.

Non-residential-means Multi-Family Residential (MF), Planned Development District (PDD) where site plan indicates nonresidential uses, Commercial Restricted Business (C-1), Commercial General Retail Business (C-2), Heavy Industry (HI), Light Industry (LI) and any other nonresidential zoning district as may be created hereafter.

Parking bay means a marked and designated area within a parking facility intended for the parking of a single motor vehicle, delineated by painted lines, curbs, or other physical boundaries, and constructed to meet minimum dimensional standards.

Planting area means any area designed for landscape planting having a minimum of ten square feet of actual plantable area and an inside dimension on any side of at least 18 inches.

Residential means Single-Family One (SF-1), Duplex Residential (SF-2), Mobile Home (MH) and

Planned Development District (if site plan shows only residential uses).

Shrub means any self-supporting woody evergreen and/or flowering species.

Sod-the top layer of turf harvested for transplanting.

Street yard means the area of a lot which lies between the street right-of-way line and the front wall building line, determined in accordance with the provisions of this ordinance.

Tree means any self-supporting woody plant of a species which normally grow to an overall height of a minimum of 15 feet in the lower Rio Grande Valley of Texas. Palm trees are also included in this category.

Vines means any of a group of woody or herbaceous plants which may climb by twining, by means of aerial rootlets or by means of tendrils or which may simply sprawl over the ground or other plants.

Section 3: Purpose and Objectives

(a) It is the intent of this section to establish minimum standards for the provision, installation, protection and maintenance of landscape materials in new residential and nonresidential developments in order to promote the orderly, safe and environmentally sound development of land located within the corporate limits thereby promoting the health, safety and general welfare of the community. It is also aimed at achieving goals and objectives in the comprehensive plan.

(b) The regulations contained herein are necessary to enhance the community's aesthetic, environmental and economic structures. The importance of preserving and improving the natural environment and maintaining a working ecological balance is of increasing concern. The use of landscape elements can effectively contribute to the processes of air purification, oxygen regeneration, water absorption and noise, glare and heat abatement, as well as the preservation of the community's aesthetic qualities.

(c) It is also recognized that it is possible to realize numerous beneficial effects of landscaping, including the following:

    (1) Landscaping can minimize demands on the city storm sewer system by preserving natural drainage.

(2) The improvement of air and water quality is achieved through such natural processes as photosynthesis and mineral uptake.
(3) The use of trees and other plants reduces erosion by the binding of soil particles with their roots, thus holding the soil together against the effects of wind and water.
(4) Vegetation reduces and/or reverses air, noise, heat and chemical pollution through the biological filtering capacities of trees and other vegetation.
(5) Landscaping reduces hot air temperatures caused by paved surfaces and automobiles through the process of transpiration associated with green material. Vegetation also helps promote energy conservation through the creation of shade, reducing heat gain in, or on, buildings and paved areas.
(6) Landscaping provides visual buffering and beautifies the appearance of setbacks and parking areas within the city.
(7) The use of landscaping also enhances the safety of parking lots by guiding the circulation of cars and people and by ensuring that the driver's vision is unobstructed.
(8) Preservation of landscaping protects, preserves and increases the value of property.
(9) The use of landscaping helps create natural habitat that supports eco-tourism.

Section 4: Applicability.

These landscaping requirements shall be applicable to construction of new structures for which a building permit is required for any residential or nonresidential uses, and expansion of structures used for commercial and industrial uses.

Section 5: Residential landscape requirements.

(a) Installation: All landscape materials must be placed within the net area of the lot and installed with proper workmanship following standard planting practices

(b) Maintenance: The owner of the building, or his manager or agent, shall be responsible for the maintenance of all landscape areas, which shall be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free from refuse and debris. All planted areas shall be provided with a readily available water supply and watered regularly to ensure continuous healthy growth and development. If it is found that maintenance has not been maintained for a landscaped area the enforcing official shall take the necessary procedures as outlined under **Section 13: Enforcement of Ordinance**.

(c) Front yard and side yards:

(1) Lawn grass. All front yards and side yards on all lots, up to the forward most wall that extends from side of the house to the side of the property line must be sodded prior to the occupancy of the house. Side yards on corner lots must be sodded the full length of the property line adjacent to the street. Grass areas should be planted in species normally grown as permanent lawns in the city, such as St. Augustine & Bermudagrass.

(2) Ground cover. Ground covers other than grass should be planted in such a manner as to present a finished appearance and reasonably complete coverage within one year after planting.

(3) Shrubs. Shrubs should be a minimum of one foot in height when measured immediately after planting.

(4) Vines. Vines should be a minimum of 30 inches in height one year after planting and may be used in conjunction with fences, screens or walls to meet buffer requirements and specifications.

(5) Synthetic lawns or plants. Synthetic or artificial lawns or plants shall not be used in lieu of plant requirements in this section.

(6) Each residential lot shall be required to have a minimum of one shade tree planted within the front yard area from the preferred plant list. The tree must be located between the front building line and the front property line and must be planted in a location that does not obstruct visibility or interfere with utilities. The tree shall be a minimum of two inches (2") in caliper at the time of planting. This requirement ensures enhanced curb appeal, provides shade, and contributes to the overall aesthetic and environmental quality of the neighborhood.

(7) Architectural planters. The use of architectural planters may be permitted in fulfillment of landscape requirements.

(8) All landscaping shall be in place prior to issuance of certificate of occupancy.

(d) Rear yard:
A privacy fence shall be required to enclose the rear yard of all single-family detached residences including patio homes and shall comply with.

(e) This section of residential landscape requirements does not apply to the following:

(1) Permits for remodeling or expansion of a single-family detached residence.

(2) Substantial restoration, which occurs within a period of twelve (12) months of an incident that causes a building to be damaged by fire, explosion, flood, tornado, riot, act of the public enemy or accident of any kind.

(3) Interior or facade maintenance or remodeling as long as the front and side exterior walls of the building remain in the same location.

(4) Carports, canopies, and freestanding covers supported by columns.

Section 6: Nonresidential, town home, and multifamily landscape requirements.

(a) Site development review.

(1) For all developments for which a landscape plan is required separately or as part of the site development permit application, a grading and tree protection plan shall be submitted with the site development plans. The plan shall be prepared to maximize the number of existing trees eight (8) caliper inches and larger on the site that will be retained with the development. Existing trees nineteen (19) caliper inches and larger ones that are removed shall be mitigated at a 1:3 ratio of caliper inches for newly planted trees.

(2) The landscape plan shall include the following information:

A. The date, scale, north point, title and name of owner.

B. The location of existing boundary lines and dimensions of the tract.

C. The approximate centerline of existing watercourses; the approximate location of significant drainage features; and the location and size of existing and proposed streets and alleys, existing and proposed easements on or adjacent to the lot, existing and proposed parking spaces, or other vehicular

areas, access aisles, drives, and existing and proposed sidewalks adjacent to the street;

D. The location and species of each existing tree having a trunk six-inches caliper or larger.

E. The location and names of existing vegetation to be preserved.

F. An indication of how the applicant plans to protect the existing trees and vegetation, which are proposed to be retained, from damage during construction.

G. The location, size, and type (tree or shrub, ground cover, or grass) of proposed landscaping, together with a plant listing that includes the common and botanical name, quantity, size and spacing of all proposed landscaping material at time of planting.

H. Planting and installation details in accordance with American Standard for Nursery Stock (ANSI Z60.1).

I. Credit for existing trees. Any trees preserved on a site meeting the herein specifications shall be credited toward meeting the tree requirement of any landscaping provision of this section. Trees of exceptional quality due to size, large canopy cover, trunk diameter, rareness, age or species, may at the discretion of the city manager or designee, be credited as two trees for the herein minimum requirements.

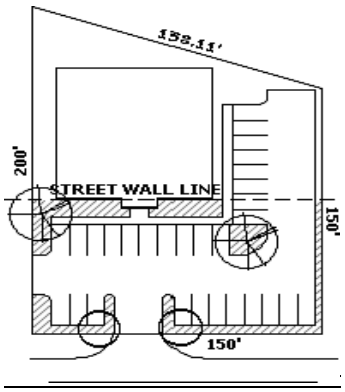
(b) Landscape requirements. For properties zoned MF, PDD, C-1, C-2, HI, and LI the following minimum landscape requirements shall be provided:

(1) Twenty-five percent (25%) of the existing trees on the site that are six- inch caliper or greater and are from species included in the preferred plant list or of equivalent value shall be retained and protected during development of the site.

(2) Based on special circumstances of the site such as physical characteristics or traffic issues, any request to retain less than twenty five percent (25%) requires the approval of the City Manager or their designee.

(3) Street yard requirements.

A. On all lots, at least twenty percent (20%) of the area of the street yard shall be landscaped area.



B. Self-storage facilities: Street yard requirements shall apply to the area between the required twenty-five-foot buffer area and the front building walls.

C. For development without a building, (parking lots, etc.) the entire lot shall be considered the street yard.

D. Any detention/retention facilities within the front yard setback area, shall be designed as an integral part of the landscape, including a slope no greater than 4:1, no concrete except at the outlet.

E. Detention/retention ponds shall be constructed so that, whenever possible, they do not require a fence. Whenever such a situation does require fencing, such fencing shall be black or green coated chain-link and shall be buffered from the street view by planting shrubs and vines that will, at maturity, screen at least sixty percent (60%) of the view of the fence. Bottom of detention/retention ponds shall be sodded or seeded with water tolerant planting. Shrubs and grasses are acceptable.

F. In required landscaped street yard areas less than 10,000 square feet, at least one (1) shade/canopy tree and three (3) shrubs shall be retained or planted within the street yard for every one thousand (1,000) square feet of required street yard. In required landscaped street yard areas containing between 10,000 and 110,000 square feet, (1) one shade/canopy tree for every required 2,500 square feet of landscaped area is required over the requirement of 10 trees and thirty (30) shrubs. In required landscaped street yard areas containing over 110,000 square feet, (1) one shade/canopy tree for every required five thousand (5,000) square feet of landscaped area is required over the requirement of fifty (50) trees and thirty (30) shrubs.

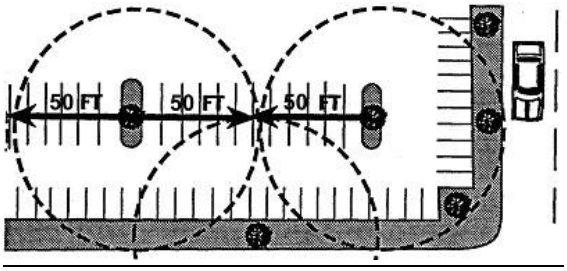
(4) Parking areas.

A. Parking lots and all vehicular parking and maneuvering areas, including loading zones, unless specifically exempt below, shall be buffered from street view and adjacent properties and shall contain areas constructed, planted and maintained as landscaped islands, peninsulas, or medians.

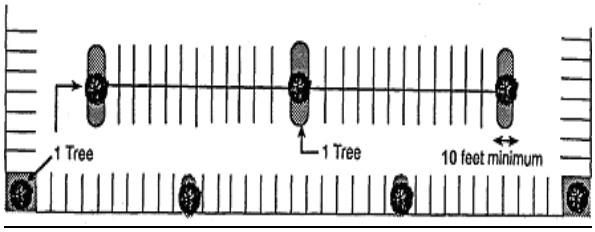
B. The minimum total area in landscaped islands, peninsulas and medians in the street yard shall be ninety (90) square feet for each twelve (12) parking spaces; in the area outside the street yard, the area shall be sixty (60) square feet.

C. The area within landscaped islands, peninsulas and medians that are located in the street yard counts toward the twenty percent (20%) landscape requirement.

D. No parking space shall be located further than fifty (50) feet from a permeable landscaped island, peninsula or median and a tree, except for parking lots that contain more than three (3) parking modules. They shall be located evenly through the parking areas; however the location of landscaped islands, peninsulas, and medians may be adjusted to accommodate existing trees or other natural features.



E. A planting median shall be placed between every third parking bays, at a minimum, to prevent traffic movement across parking isles.
   1. The planting median shall be a minimum of 9 feet wide and may include a sidewalk, where necessary for pedestrian circulation.
   2. The planting median shall contain the following vegetation, at a minimum:
      a. One tree planted 35 feet on center, in a continuous or staggered row.
      b. Ten shrubs for every tree required, planted in rows or clustered groups.
   3. The planting median shall contain defined breaks, as necessary, to provide pedestrian circulation between bays of parking. The breaks shall allow for ADA accessibility from one side of the planting median to the other and onto the sidewalk within the planting median if a sidewalk is located within the median.



F. Terminal islands at both ends of a parking bay shall contain landscaping. Landscaping should maintain clear zones in accordance with the Transportation Criteria Manual standards to provide sight visibility.

G. Parking spaces shall be buffered from the street view. Parking spaces shall also be buffered from adjacent properties by a minimum 5' wide planting area except where there is shared access and/or shared parking between such uses.
   1. Buffering consists of screening at least sixty percent (60%) of the view of parking areas by using plantings, berms and decorative walls.

2. Shrubs must be evergreen and a minimum of two (2) feet tall at time of planting, with predominately a mature height of three to four (3-4) feet.
3. Decorative walls shall not exceed three (3) feet in height. Walls and berms shall not predominate over the use of vegetative materials.
4. Plantings, fences, or walls shall be set back a minimum of three (3) feet from the curb or wheel stop to allow for the overhang of the vehicle; plantings shall have a minimum of three (3) feet for planting area.
5. If a change in grade or elevation provides an equivalent level of screening for the parking lot as the vegetative screen, the buffering requirements shall be considered to be met.

Section 7: Exemption from Landscape Requirements.

Construction or expansion of existing buildings in the downtown area will be exempt from landscaping requirements when there is insufficient space to meet those requirements.

Section 8: Fence Regulations.

(a) General regulations.

(1) Fences shall not impede drainage.

(2) No fence or other structure more than thirty (30) percent solid or more than three (3) feet height shall be located so that it impairs the sight distance triangle at the intersection of any rights-of-way.

(3) Fences and walls must be maintained in a safe manner, plumb (vertically) to the ground. Fences or walls no longer maintained in a safe manner through neglect, lack of repair, manner of construction, method of placement, or otherwise must be repaired, replaced, or demolished. Failure to maintain a fence or wall in accordance with this section constitutes a violation of this section.

(4) Fence height is measured from the natural grade where the fence post is set to the highest edge of the post.

(5) All residential fences perpendicular to an existing subdivision wall shall meet the subdivision wall at the same height as the existing wall and may transition to a maximum of six (6) feet in height.

(6) Fences located within a designated floodplain shall be designed to laydown when a flooding event occurs. They shall be located perpendicular to the primary flow of water when possible.

(b) Residential fences.

Front yard fences extending past the forward most portion of the house structure to the front and side lot property lines may be constructed under the following terms and conditions:

(1) Solid face fences, such as solid masonry face fences, shall be restricted to a height of no more than three (3) feet in height above the grade of the yard and at least twenty

(20) feet back from such front property line along and side property line of a street corner.

(2) Ornamental and decorative fences of not more than six (6) feet, such as ornamental iron allowing reasonable through vision and substantially free air flow shall have no height restriction other than the applicable to permanent structures.

(3) Solid rear and side fences are restricted to a height of no more than six (6) feet for residential areas and are subject to the sight triangle on a corner where a street or alley intersects with another.

(4) Fences required to enclose rear yards of two-family/duplexes residences shall be a minimum of four (4) feet and a maximum six (6) feet in height and shall provide separate enclosures with gates for each unit. Fences to be located along a public right-of-way shall face the finished edge toward the public right-of-way.

(c) Nonresidential fences.

(1) A solid screening fence of not less than six (6) feet in height shall be constructed in the side and/or rear yard of a commercial zoning district dividing the district from any residential district.

(2) Solid face front yard fences may be maintained at a height of no more than six (6) feet up to the lot line providing they do not obstruct traffic view for an approach of at least 20 ft on an approach to a street and 10 ft on the approach to an alley.

(3) Both sides of all fences shall be finished.

(d) Prohibited fence types:

(1) Fences or walls constructed primarily of barbed or razor wire, except for the purpose of enclosing livestock for agricultural purposes in RA districts or properties that have an agriculture exemption.

(2) Fences or walls carrying electrical current, except for the purpose of enclosing livestock for agricultural purposes in RA districts or properties that have an agriculture exemption.

(3) Fences or walls constructed of paper, cloth, canvas, or similar highly flammable material; and

(4) Fences or walls topped with barbed wire or razor wire, except as used by developments within industrial zoning districts, public institutions, or utilities for public safety or security purposes.

Section 9: Screening requirements for non-residential only.

(a) Screening requirements for outdoor storage, dumpsters and equipment.

(1) For areas containing outdoor storage, one (1) of the following shall be provided:

(A) A privacy fence that is in conformance with the provisions specified in this Article; or

(B) A hedge-like screen of evergreen plant material capable of attaining a minimum height of six (6) feet at maturity, planted at equal intervals of four (4) feet on center and a minimum of two-and one-half (2-1/2) feet in height at time of planting. A vegetative screen planting area shall be at least ten (10) feet wide. Existing vegetation may be used as screening; however, the area must contain the equivalent of one (1) canopy tree, two (2) ornamental trees and six (6) shrubs.

(2) For outdoor condensers, utility huts, and other building service equipment, such equipment shall be completely screened from view on all sides using a vegetative screen with at least two (2) varieties of plant material from the preferred plant list that, at maturity, is at least the height of the equipment to be screened.

(3) All refuse and/or recycling containers shall be completely screened from public view and the view of adjoining properties.

(A) Constructed of any one or more of the following materials and include an opaque gate:

- redwood;
- rough cedar;
- pressure treated lumber;
- brick;
- concrete; and
- masonry materials

Metal and plastic are prohibited materials for any visible exterior wall of the commercial waste enclosure, except for the required opaque gate.

Note: All wood screening materials shall be maintained in good condition at all times, as determined by the City.

(B) An opening shall be situated so the container is not visible from adjacent properties, public streets, or visible to the public maneuvering on site, unless the opening is equipped with an opaque gate. Gates must have tiebacks to secure in open position and fasteners to keep them closed.

(C) Dumpster pads shall be placed on concrete six (6) inches in thickness, twelve (12) feet in width and ten (10) feet in depth. The dumpster pad for a metal side loaded container shall be nine (9) feet in width and six (6) feet in depth. A 300/90-gallon pad site shall be three (3) feet in width and three (3) feet in depth.

(D) Dumpsters may not be located in the street right-of-way or fire lanes They shall be placed as to not interfere with the physical integrity of any curb, sidewalk and/or public parking.

(E) Dumpsters must be located a minimum of fifty (50) feet from any single-family residential property line.

(F) Enclosures shall not be located closer than thirty feet (30) of any storm drain or in drainage flow areas.

(G) Dumpsters must be located a minimum of fifteen (15) feet from existing or proposed trees.

Section 10: Planted street medians (traffic islands) residential and nonresidential.

When necessary and appropriate, planted street medians should be used to define vehicular and pedestrian circulation.

(1) Whenever possible, the existing trees in the areas of the proposed island should be preserved and measures shall be taken to ensure that adequate protection of the trees during construction

shall be provided. All branches shall be pruned to a height of seven (7) feet from the ground and all vegetation between thirty (30) inches and seven (7) feet shall be cleared to provide for clear sight distance.

(2) In areas without existing trees, one four-inch caliper, or three two-inch caliper shade/canopy trees for every l,000 square feet of planting area shall be provided with ground cover planted at one-foot centers in a checkerboard pattern.

(3) All plant material must exhibit a mature canopy height under thirty (30) inches or above seven (7) feet with no more than three trunks in order to allow adequate visibility. All plants shall be tolerant of harsh, dry, roadside conditions. All planting must be designed to consider the level of expected maintenance and provide a neat clean appearance.

(4) All plantings within a sight triangle or distance area must be maintained under twenty-four (24) inches or above seven (7) feet, as measured vertically from top of adjacent raised curb and must be approved by the Director of Planning and Development, or their designee.

(5) If an existing trees dripline is located within ten (10) feet or less of an existing curb, install root barrier along existing curb to minimize potential root damage to existing curb.

Section 11: General Planting Requirements

All planting shall be designed to consider the level of expected maintenance and provide a neat and clean appearance.

(1) Unless otherwise specified in this Article, at time of planting:

(A) All shade/canopy trees planted shall be a minimum of 3" caliper measured one (1) foot above finished grade.

(B) All ornamental trees shall be a minimum of fifteen-gallon container grown nursery stock.

(C) All shrubs shall be a minimum of five-gallon container grown nursery stock.

(D) Evergreens trees shall be a minimum of 6’ tall at time of planting.

(E) All ground cover at time of planting shall be one-gallon container grown nursery stock. Ground cover shall be planted at two-foot intervals in a checkerboard pattern to provide for quick coverage, discourage erosion and discourage weed growth.

(2) For berms, the maximum side slope is 4:1 and shall be entirely vegetated with turf grass or ground cover within two (2) years after the date of planting. When using grass, solid sod shall be used at time of planting on areas subject to erosion.

(3) All required landscape areas shall consist of at least fifty percent (50%) live plant material. Hardscape (nonliving landscape features) shall not predominate the use of living plant materials. All required landscape areas adjacent to pavement shall be protected with concrete curbs or equivalent barriers.

(4) Requirements of tree types shall be as follows:

(A) A minimum of seventy-five percent (75%) of all required trees shall be shade/canopy trees for all nonresidential properties.

(B) A maximum of fifty percent (50%) of the required trees may be substituted by shrubs adjacent to retail storefronts where deemed necessary. Five (5) shrubs shall be substituted for each tree that is otherwise required.

(5) Trees shall not be placed in easements, where they interfere with site drainage or streetlights, or where they will require frequent pruning to avoid interference with overhead power lines.
    (A) Trees shall be planted at least six (6) feet from edge of driveways.
    (B) Trees shall be planted at least six (6) feet from underground utilities and twenty (20) feet from overhead lines.
    (C) Trees shall be planted at least ten (10) feet from fire hydrants.
    (D) Trees shall be planted a minimum of six (6) feet from the back of the curb.
(6) All mulched areas shall have at least three (3) inches of shredded mulch. Gravel shall not be used as a mulch for plantings or in planting beds. Extensive unplanted stone or mulch beds shall be prohibited.
(7) The use of architectural planters may be permitted toward the fulfillment of landscape requirements.
(8) Any approved decorative hardscape or pervious brick pavers shall qualify for landscaping credit if contained in planting areas, but not to exceed twenty-five percent (25%) of the area to be landscaped. No credit shall be given for concrete or other impervious surfaces.
(9) Landowners are encouraged to landscape and maintain the areas within the nonpaved street right-of-way abutting their land, provided however:
    (A) The City or other applicable governmental jurisdiction may at any time require such landscaping to be removed and the City shall not be responsible or liable in the event any landscaping in the right-of-way must be removed or is requested to be removed by the City.
    (B) Landscaping in the right-of-way shall observe the provisions pertaining to traffic and pedestrian safety in accordance with the Transportation Criteria Manual.
    (C) Any underground sprinkler systems, planters or other permanent structures placed on the right-of-way shall require a license agreement with the City. When any other governmental jurisdiction is trustee of the public right-of-way at the particular location in question, arrangements must be made with that jurisdiction.
    (D) No landscaping shall be placed in an area of right-of-way where a capital improvement project has been funded for such location, unless and until such project has been completed.
(10) All required plant materials shall be installed according to the American Standard for Nursery Stock (ANSI Z60.1) adequate to sustain vigorous and healthy growth. These may include, but not be limited to, methods used to:
    (A) Protect and support tree trunks (guying, staking, trunk wrapping).
    (B) Provide adequate conditions for root growth (type of soil mix, planting hole depth and diameter, pruning for proper root/crown balance, etc.).
    (C) Provide for retention of moisture (mulching, berming, watering schedule, etc.); and
    (D) Protect plants from equipment damage (mulching and edging for shrub beds, sleeves for tree trunks, etc.).
(11) All landscaping shall be installed prior to issuance of a certificate of occupancy. In the case of seasonal restrictions because of severe weather or seeding, the owner may post fiscal sureties for the full cost of materials and installation of the landscaping remaining. The owner will then have thirty (30) days from the date of the season to proceed to fully complete installation.

Section 12: Exceptions.

The City Manager, or their designee, shall have the power to grant approval in special cases where there are unusual and practical difficulties or unnecessary hardships created in meeting the requirements of this ordinance. The guidelines to be used in determining whether an exception should be granted are as follows:

(1) That meeting the requirements of this ordinance would prohibit an owner of property from using land for a use that the zoning ordinance expressly permits.

(2) That the hardships or difficulties of meeting the requirements of this ordinance are peculiar to that property, and not general in character.

(3) That the lack of landscaping will not be detrimental to adjoining property or to the health, safety and welfare of the general public.

(4) That the hardships and difficulties of the landscaping are greater than the benefits derived by the general public.

Financial hardship due to meeting the requirements of this ordinance is not sufficient to show unnecessary hardship, unless the financial difficulties amount to confiscation of property.

Section 13: Enforcement of ordinance.

(a) The Director of Planning, or their designee, shall be the enforcing official. The enforcing official is charged with the duty of administering the provisions of this ordinance and securing compliance therewith. In furtherance of this responsibility, the enforcing official shall:

(1) Make such inspections as may be necessary to effectuate the purposes and intent of this ordinance and to initiate appropriate action to bring about compliance with this ordinance, if such inspections disclose any instance of noncompliance.

(2) Investigate thoroughly any complaints of alleged violations of this ordinance and indicate clearly in writing as a public record in his office the disposition made of such complaints.

(3) Order in writing as set out in this section the remedy of all conditions or all violations of this ordinance found to exist in or on any premises.

(4) State in the violation order a time limit for compliance with this ordinance, as set out in this section.

(5) Take appropriate legal action upon the failure of the responsible party to comply with such violation order at the time specified therein.

(b) The enforcing official or his agent is authorized and directed to lawfully enter in and upon all premises at reasonable times to determine their condition insofar as the provisions of this ordinance are applicable.

(c) Whenever the enforcing official determines that a violation of this ordinance exists, he shall take action as follows:

(1) Give written notice of the violation to the management agent or the owner shown on the most recent tax roll of the city. A copy of such written notice shall be transmitted to the planning director.

(2) The notice shall include:

A. A description of the location of the property involved, either by address or by legal description.

B. A statement indicating the nature of the violation and reason or reasons why the notice or the violation is being issued.

C. A specification of the section or sections of this ordinance upon which the notice of violation is based.

D. A general description of the things that are required to be done in order that the premises comply with the provisions of this ordinance.

E. A statement showing the time within which the work must be accomplished in order to comply with the provisions of this ordinance, which requirement as to time may not be less than ten days nor more than 30 days from the date of such written notice.

F. The name or names of the persons upon whom the notice of violation is served.

G. A statement advising that upon the failure to comply with the requirements of the notice, the city shall take such enforcement procedures as may be required under this ordinance in order to secure compliance.

H. A statement advising of the procedures available for review of the action of the enforcing official as set out in this ordinance.

(d) Notice of violation.

(1) Service of the written notice required by this ordinance shall be deemed complete if personally delivered to the persons required under the provisions of this ordinance to be served with such notice, and if such notice cannot be personally delivered within the city, then service shall be deemed complete upon sending the notice by certified mail, return receipt requested, to the last known address of such persons and by posting a copy of such notice in a conspicuous place on the premises.

(2) The enforcing official shall endorse on the copy of the written notice forwarded to the planning director the manner of service of the notice or notices as are required by the provisions of this section.

Section 14: Penalty for violation of ordinance.

Any person violating any provision of this ordinance within the corporate limits of the city shall be guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed $200.00. Each day that such violation continues shall be a separate offense. Prosecution or conviction under this section shall never be a bar to any other remedy or relief for violations of this ordinance.

Section 15: Conflicting provisions.

Whenever the standards and specifications in this ordinance conflict with those contained in another ordinance provision, the most stringent or restrictive provision shall govern.

Section 16: Preferred plant list.

The following landscape materials are acclimated to the Rio Grande Valley Region of Texas. Due to the variety of planting and soil conditions, the City of San Benito does not warrant the survival or prosperity of any plant material included in this list. This list may, from time to time, be updated without requirement to go before city commission for approval.

Trees	
Common and Scientific Name	Remarks
Texas Ebony (Ebenopsis ebano)	
Live Oak (Quercus virginian)	60 ft., drought and freeze hardy, acorn fruit, plant in big open areas
Wild Olive (Cordia boissierei)	20 ft., white showy flowers, drought and freeze hardy to 20F
Texas Persimmon (Diospyros texana)	15 ft., attractive bark, fragrant blooms, drought and freeze hardy
Texas Red Oak (Quercus texana)	30'-40' white patches on dark bark, fall color
Youpon Tree (Ilex vomitoria)	25 ft., evergreen, red fruit in winter, drought and freeze hardy
Mexican Ash (Fraxinum berladieriana)	30 ft., attractive bark, pest free ash, drought and freeze hardy
Abacua / Sandpaper Tree (Ehretia anacua)	40 ft., dense foliage, fragrant flowers, drought and freeze hardy
Ebony (Pithecellobium flexicule)	50 ft., dark green foliage, evergreen, freeze and drought hardy

Huisache (Acacia farnesiana)	30 ft., fragrant orange blossoms, drought, flood and freeze hardy
Retama (Parkinsonia aculeata)	32 ft., airy branching, striking yellow flowers
Mesquite (Prosopis glandulosa)	30 ft., airy branching, fragrant flowers, drought and freeze hardy
Persimmon (Diospyros texana)	Good near power lines, slow growth
Ficus (Ficus retusa nitida)	Freeze damage possible, aggressive roots
Crape Myrtle (largerstoemia indica)	Many varieties available
Desert Willow (Chilopsis lineraris)	15'25', orchid-like blooms
Mexican Plum (Prunus mexicana)	15'-25', white spring blooms, wildlife food

Palms	
Common and Scientific Name	Remarks
Sabal Palm (sebal texana)	50 ft., Valley native, drought and freeze hardy at 12F
California Fan Palm (Washingtonia filifera)	30 ft., disease, drought and freeze hardy at 15F
Mexican Fan Palm (Washingtonia robusta)	50 ft., disease, drought, and freeze hardy at 20F
Mediterranean Fan Palm (chamaerope humilis)	15ft., pest, drought, and freeze hardy at 10F, blue-green leaves
Pindo Palm (butia capitata)	15ft., drought, flood and freeze hardy at 15f, attractive trunk
Queen Palm (arecastrum romanzoffianum)	Freeze damage possible

Shrubs	
Common and Scientific Name	Remarks
Cenizo (Leucophyllum frutescens)	Gray shrub with dense leaves; evergreen
Texas Kidneywood (Eysenhardtia texana)	3-10' tall; open airy structure
Brasil / Bluewood (Condalia hookeri)	Large shrub to small tree; thorny branched
Blackbrush Acacia (Acacia rigidula)	Small shrub to small tree; open airy structure
Bougainvillea (bougainvillea spp.)	Many varieties available
Hibiscus (hibiscus rosa-sinesis)	Many varieties available
Lantana (lantana camara)	Many varieties available
Liriope (liriope muscari)	Many varieties available

Ground Cover	
Comon and Scientific Name	Remarks
Hybrid Daylily (hermerocallis hybrid)	Various colored blooms, medium drought hardy, full sun or partial shade
Society Garlic (tulbaghia violacia)	Pink blooms, grass-like plant, drought tolerant, full sun, ever blooming
Gerber Daisy (gerbera jamesonii)	Bold pink, coral, orange, red, yellow, needs water, needs iron
Mexican Heather (cuphea hyssopifolia)	Continuous pink-purple blooms, fern-type leaves, needs water
Shasta Daisy (chrysanthemum x superbum)	White and yellow blooms, evergreen, needs water

African Iris (morea iriodes)	White blooms, drought hardy
Red Flowering Yucca (hesperaloe parviflora)	Reddish-pink blooms, blue-green ribbon leaves, drought and freeze hardy
Lily Turf (liriope muscari)	Broad leaf, grass-like plant, drought and freeze hardy
Wedelia	Drought resistant, lush, dark green with yellow flowers

Grasses	
Comon and Scientific Name	Remarks
Plains Coreopsis (Coreopsis tinctoria)	1-2'; Slender annual, yellow flowers
Mexican Hats (Ratibida columnifera)	Easy to grow wildflower; drought tolerant
Texas Frogfruit (Phyla nodiflora)	Good drought tolerant substitute for turf
Slender Grama (Bouteloua repens)	1-2'; Wispy native grass; drought tolerant
Little Bluestem (Schizachyrium scoparium)	1-2'; native bunchgrass for warm seasons

CHAPTER 10: SIGN REGULATIONS

It is the purpose of this section to establish regulations for on-premise and off-premise outdoor advertising.

SECTION 1. Definitions.

A. *Off-Premises Outdoor Advertising* means any outdoor signs, display, figure, painting, drawing, message, billboard, or any other thing which is designed, intended, or used to advertise or inform, any part of which advertising or information content is visible from any place on the main traveled way of the Expressway or any thoroughfare in the City; but does not include on premise signs advertising or identifying activities conducted on or products sold on the property upon which they are located.

B. *Expressway* means that portion of U.S. Highways 77/83 located within the City of San Benito.

C. *Thoroughfare* means any street, road, expressway, freeway, or highway located within the City of San Benito.

D. *Means* all portions of an outdoor advertising structures, including structure, including structural elements, bases, sign, faces, trim and borders.

E. *Sign face* means that portion of a sign, including the display area, border and trim, but excluding the base, supports, and other structural members, facing traffic moving in one direction and built on one structure.

F. *Back-to-Back Sign* means a structure with two parallel sign faces oriented in opposite directions, or two structures, each with one sign face and located not more than ten (10) feet from an obstruction preventing both structures from being seen at the same time from any point along the traveled way.

G. *V-type Sign* means a structure or structures with two or three sign faces, forming the shape of the letter "V" or a triangle when viewed from above, with an angle between any two (2) faces of not more than ninety (90) degrees.

H. *Painted Sign* means a sign that is painted directly on an exterior surface of a building, window, or wall.

SECTION 2. On-Premise Signs.

A. Downtown Overlay (DT-O) District: The Downtown Overlay (DT-O) District is exempt from the application of this section's requirements. All regulations pertaining to On-Premise signs in the DT-O District shall be governed by Section 12.07 of this Chapter.

B. Location of Signs: Signs shall be permissible if located on private property and in conformance with the provisions of this Section and shall be permitted in the zones as set forth in the Zoning Ordinance.

C. Size of Signs: The maximum area of a sign face shall be One Hundred Twenty-Eight square feet (128 sq. ft.), excluding cutouts, uprights, trim and apron. An off-premise sign shall not have a cutout area larger than twenty (20%) percent of the sign's surface copy area. For signs of a double-faced, back-to-back, or V-type nature, each face is considered a separate sign in computing the face area.

D. Height of Signs: There shall be a maximum height restriction of eighty (80) feet for an on premise sign along Expressway 77/83 Frontage and fifty (50) feet within all other areas within the city limits of San Benito where signs are permitted by zoning district. The measurement shall be from the ground at the base of the sign supports or from the grade of the thoroughfare immediately adjacent to the highest point of the sign, whichever is of greater height. The minimum height restriction shall be as follows:

Face Area of Sign	Minimum Height of Sign
Less than 30 square feet	No Minimum
30 square feet - 73 square feet	10 feet
73 square feet - 100 square feet	15 feet
100 square feet - 300 square feet	25 feet
301 square feet - 672 square feet	30 feet

SECTION 3. Off-Premise Signs.

A. Downtown Overlay (DT-O) District: The Downtown Overlay (DT-O) District is exempt from the application of this section's requirements. All regulations pertaining to Off-Premise signs in the DT-O District shall be governed by Section 12.07 of this Chapter.

B. Location of Signs: Signs shall be permissible if located on private property and in conformance with the provisions of this Section and shall be permitted in the zones as set forth in the Zoning Ordinance.

C. Size of Signs: The maximum area of a sign face shall be six hundred seventy-two (672) square feet, excluding cutouts, uprights, trim and apron. An off-premise sign shall not have a cutout area larger than twenty (20%) percent of the sign's surface copy area. For signs of a double faced, back-to-back, or V-type nature, each face is considered a separate sign in computing the face area.

D. Spacing of Signs: Property fronting thoroughfares and all properties zoned commercial shall be subject to the following:

1. For the purpose of this regulation, each side of the thoroughfare shall be considered separately.
2. V-type or back-to-back signs shall be considered one (1) sign.
3. An off-premise sign having a face area of 301 square feet or more shall not be erected within 3,000 feet of another off-premises.
4. An off-premises sign having a face area of at least 100 but less than 301 square feet shall not be erected within 1,000 feet of another off-premise.
5. An off-premise sign having a face area of less than 100 square feet shall not be erected within 150 feet of another off-premise sign.

6. Signs located at the same intersection are not in violation of this section because of their proximity to one another if they are located so that their messages are directed toward traffic flowing in different directions.

7. No sign shall be located in such a manner as to obstruct, or otherwise physically interfere with the effectiveness of, an official traffic sign, signal or device, or obstruct or physically interfere with a driver's view of approaching or intersecting traffic.

8. No Advertising signs permitted on Home Occupation.

E. Height of Signs: There shall be a maximum height restriction of eighty (80) feet for off-premise signs along Expressway 77/83 Frontage and fifty (50) feet within all other areas within the city limits of San Benito where signs are permitted by zoning district. The measurement shall be from the ground at the base of the sign supports or from the grade of the thoroughfare immediately adjacent to the highest point of the sign, whichever is of greater height. The minimum height restriction shall be as follows:

Face Area of Sign	Minimum Height of Sign
Less than 30 square feet	No Minimum
30 square feet - 73 square feet	10 feet
73 square feet - 100 square feet	15 feet
100 square feet - 300 square feet	25 feet
301 square feet - 672 square feet	30 feet

F. Lighting: Signs may be illuminated, subject to the following restrictions.

1. No revolving or rotating beam or beacon of light that simulates any emergency light device shall be permitted as part of any sign. Flashing devices shall not be permitted upon a sign. Illuminated signs which indicate customary public information, such as time, date, temperature or other similar information, shall be permitted.

2. External lighting, such as floodlight, thin line, or gooseneck reflectors, are permitted, provided the light source is directed toward the face of the sign and is effectively shielded so as to prevent beams or rays of light from being directed into any portion of the traveled way.

3. The illumination of any sign within two hundred (200) feet of a residential zone lot line shall be diffused or indirect in design to prevent direct rays of light from shining into adjoining residential districts.

G. Prohibited Off-Premises Signs: It shall be unlawful for any person or corporation to knowingly or intentionally place or maintain an off-premise sign:

1. That is obsolete or does not meet construction standards, such as out-of-date political billboards, signs advertising defunct businesses and signs which were erected without a building permit.
2. Which is not clean and in good repair.
3. Which is illegal under state law or regulations.
4. That is not securely fixed on a substantial structure.
5. That attempts or appears to regulate, warn, or direct the movement of traffic or which interferes with, imitates, or resembles any official traffic sign, signal or device.
6. That is erected or maintained upon trees or utility poles, or that is painted or drawn upon rocks or other natural features.
7. That is damaged or destroyed to an extent of more than 60% of fair market value as determined by the Building Inspector.
8. That prevents free ingress or egress from any doors, window, or fire escape or that is attached to a standpipe or fire escape.

SECTION 4. Construction Standards and Permits.

A. All signs shall be constructed in accordance with the Building Code of the City of San Benito. All non-exempted permanent off-premise signs, however, shall have a metal frame, metal legs, and be set a minimum of three (3) feet in the ground.

B. A person shall not erect a sign without first having obtained a permit from the City. To obtain a permit, an applicant must submit a site plan of the proposed sign which shall include the construction specifications, dimensions and location of the sign as well as the distances between the proposed sign and the closest sign(s) on the same side of the roadway. A permit is issued under this section is valid for six (6) months.

SECTION 5. Nonconforming Signs.

Any sign legally erected prior to the effective date of this ordinance, not complying with the provisions of this ordinance, may continue in existence, except as provided in Paragraph 7.

SECTION 6. Signs in Public Places.

A. No person shall paint, mark or write on, or post or otherwise affix, any handbill or sign to or upon any sidewalk, crosswalk, street median, curb, curbstone, street lamp post, hydrant, tree, shrub, tree stake or guard, railroad trestle, electric light or power or telephone or telecommunications wire pole, or wire appurtenance thereof or upon any lighting system, public bridge, street sign or traffic sign or signal constituting public property.

B. Any handbill or sign found painted, or otherwise affixed upon any public property contrary to the provisions of this section may be removed by the Police Department or the Department of Public Works. The person responsible for any such illegal painting shall be liable for the cost incurred in the removal thereof. The Department of Public Works is authorized to effect the collection of such cost.

C. Nothing in this section shall apply to the installation of a plaque or plate or individual letters or

figures in a sidewalk commemorating a historical, cultural, or artistic event, location or personality for which the Zoning Board of Adjustment has granted approval.

SECTION 7. Painted Signs.

Signs painted on the side of buildings will not require a building permit, but will be counted toward overall square footage of signs allowable (off-premise painted signs will require a permit).

SECTION 8. Temporary Signs.

Temporary signs shall be prohibited except for short periods of time not to exceed fourteen (14) consecutive days, and not more than four times per calendar year. (Nonprofit, civic, religious or charitable organizations will be exempt from this provision.)

Real Estate Signs are a special category of temporary sign and will be exempt from permitting if less than 32 square feet. These temporary signs may be in place until such time the real property is no longer offered for sale or lease.

Construction Signs are a special category of temporary signs used to promote the contractor, bank or other business/service involved or responsible for construction taking place on the premise and are allowable until such time as construction is complete and the building is occupied by tenant or user. Such businesses/ services include, but are not limited to, landscaping, financing, and subcontractors of all types.

Political Signs are a special category of temporary signs whose regulations are specified under a separate section above.

SECTION 9. Secured Portable Signs.

These signs (usually lighted arrow signs or black signs with neon letters) will not be treated as temporary signs and will be allowable as permanent signs only if they are secured into the ground with 3' rebar stakes. Any signs intended to be permanent, but not securely fixed upon passage of this ordinance will have thirty days to be secured in this manner. If electrical connections are allowed on these signs, the customer must have the proper electrical receptacles in place to allow safe lighting of the sign and avoid loose or accessible connections, extension cords, etc. If proper electrical receptacles are not available upon sign delivery, the electrical connectors within the sign must be disabled by the sign company to ensure safe use by customer.

SECTION 10. Exemptions.

1. A sign erected, maintained, and of which is allowed under the highway beautification provisions contained in Article IV, Texas Litter Abatement Act (Article 4477-9a, Vernon's Texas Civil Statutes);
2. A sign in existence prior to the effective date of this ordinance.
3. A directional or other official sign authorized by law, including a sign pertaining to natural wonders or scenic or historic attractions.
4. A sign or marker giving information about the location of underground electrical transmission lines, telegraph or telephone properties and facilities, pipelines, public sewers or water lines.

SECTION 11. Variances and General Penalty.

1. To provide reasonable flexibility in these regulations, the Zoning Board of Adjustments may

approve an application for a sign which does not conform with the provisions of this Section, if the location, size and other characteristics of the sign would not be inconsistent with the character of the area in which it is to be located.

2. Any person violating any of the provisions of this ordinance shall, upon a conviction, be fined any sum not exceeding the amount allowed for a Class C misdemeanor; and each and every day that the provisions of this ordinance are violated shall constitute a separate and distinct offense. In addition to said penalty provided for, the City shall have the right to bring suit in such court or courts having jurisdiction hereof and obtain such remedies as may be available at law.

CHAPTER 11: TOWER REGULATIONS

SECTION 1. Allowable Districts.

Communication towers are allowed in the following districts.

A. A-O Agriculture and Open Space

B. MH Mobile Home with a conditional use permit

C. OP Office Professional with a conditional use permit

D. NS Neighborhood Services with a conditional use permit

E. C-2 Commercial General Highway Business

F. LI Light Industry

G. HI Heavy Industry.

CHAPTER 12: DOWNTOWN OVERLAY (DT-O) DISTRICT REGULATIONS

SECTION 1. Purpose.

A. The DT-O District is established to create a vibrant, walkable, and compact downtown environment that emphasizes the pedestrian experience, supports mixed-use development, and preserves the unique historic character and cultural heritage of the area.

SECTION 2. Land Uses.

A. Overlay. Except as expressly provided by this ordinance, the underlying zoning classification shall remain in full force and effect and shall govern the classification of all land uses as either prohibited, permitted by right, or allowed solely pursuant to the issuance of a conditional use permit.

B. Prohibited Uses. As the purpose of the DT-O District is to promote a more pedestrian friendly downtown, car-oriented land uses are generally discouraged. The following land uses are expressly prohibited from the District:

   a. Personal RV Storage

   b. Automobile Dent Repair (Paintless)

   c. Automobile Parts (New)

   d. Automobile Sales and Repair

   e. Car Wash

   f. Mobile Home Sales & Repair

   g. Tire Shop

   h. Truck Stop

C. Permitted Uses.

   a. Commercial Amusement, Indoor

   b. Playground

D. Conditional Uses.

   a. Convenience Store with Drive Thru

   b. Gas Station

      i. Gas stations in the District must abide by the conditions enumerated in 12.09(A)

SECTION 3. Dimensional Regulations.

A. Nonresidential Minimum Setbacks. With the exception of the minimum rear yard setback, which shall remain at five (5) feet, parcels with a nonresidential base zoning situated within the DT-O District shall be deemed exempt from all minimum yard setback requirements delineated in Section 5.06 (Building Yard Setbacks) inclusive of this ordinance. Structures incorporating a mix of both nonresidential and residential uses are considered nonresidential for purposes of this section.

B. Residential Minimum Setbacks. Parcels possessing a residential base zoning within the DT-O District shall adhere to the standards set forth in Section 5.06 (Building Yard Setbacks) aforementioned, notwithstanding the following specific exceptions for multifamily dwellings, duplexes, townhomes, and condominiums:

    a. Townhomes may be exempted from front yard setbacks only in the event that the following conditions are satisfied with respect to each residential unit:

        i. The primary ingress/egress door of the unit shall directly orient toward the street.

        ii. The aforementioned primary ingress/egress door shall be situated no greater than six feet (6') from the front property line, or, in the instance that a front patio is incorporated, the maximum permissible distance between the street and the primary ingress/egress door shall be twelve feet (12').

    b. Multifamily dwellings, duplexes, and condominiums may be exempted from front yard setbacks, provided the height requirements stipulated in the following subsection (C) are fully met and complied with.

    c. All multifamily dwellings, duplexes, townhomes, and condominiums shall be eligible for exemption from rear and sideyard setbacks upon the issuance of a valid Conditional Use Permit.

C. Maximum Height. The maximum vertical dimension of all structures situated within the District shall be governed by the provisions set forth in Section 8 (Height Regulations); provided, however, that any parcel of property abutting a property lying outside the District and possessing a residential zoning classification shall be subject to a maximum height limit equal to the horizontal distance from the shared property boundary.

D. Maximum Setback. The exterior building wall of any structure situated on a lot within the DT-O District shall be sited such that no point lies more than ten (10) feet from the front property line and any side property line abutting a public street. This ten-foot (10') maximum setback shall not apply where an outdoor dining area or public plaza is formally provided along the subject property line; in such instances, the maximum setback for the exterior building wall shall be eighteen (18) feet. For the purposes of this Section, public alleys shall not be construed as public streets.

SECTION 4. Urban Design Regulations.

A. Mixed Use. For structures incorporating both nonresidential and residential uses,

    a. Nonresidential uses shall be primarily situated on the ground floor (street level) of the structure.

b. The principal entrance for all nonresidential uses shall be located on the front facade of the building at the street level.

c. The inclusion of second-story residential uses is encouraged; however, this provision shall not constitute a mandatory requirement.

d. Residential uses that share a common demising wall with commercial uses are permitted.

B. Sidewalks. Sidewalks within the Downtown Overlay (DT-O) District shall adhere to the provisions set forth in Section 10.02.011(5) (Sidewalks), subject to the following exceptions and additional requirements:

a. Public sidewalks shall be constructed along all street frontages within the DT-O District. Such sidewalks shall maintain a minimum width of eight feet (8') and must be situated immediately adjacent to the front property line. This placement requirement may be adjusted only in the following limited circumstances:

i. Streetscaping Incentive Compliance: Where a streetscaping feature is incorporated to satisfy the criteria for a specific incentive, as delineated in Subsection C of this ordinance (Streetscaping Incentives).

ii. Public Safety Hazard: Where the City Engineer determines that strict adherence to the front property line placement would constitute a demonstrable public safety hazard.

iii. Preservation of Existing Vegetation: Where a modification to the required alignment is necessary to preserve or protect existing mature trees or significant vegetation, as permitted and conditioned by Section 10.02.011(5)(A).

iv. Compliance with Mandatory Landscape Standards: Where a modification to the required property line placement is necessary to create sufficient street yard area to comply with the mandatory minimum landscaping requirements of the City's Code of Ordinances, including the provision of required percentage of street yard landscaping, transitional buffer yards, or tree protection zones.

b. The requirement set forth in paragraph (a) shall not apply to development that constitutes a minor or non-substantive change to an existing structure, specifically where the resulting addition to the square footage of the building is less than or equal to twenty-five percent (25%) of the pre-existing building area.

C. Streetscaping Incentives

a. Except for landscaping requirements as outlined in **Section 5**, streetscaping is not required for commercial/industrial parcels in the District. However, properties that voluntarily implement at least three (3) of the following five (5) streetscape enhancement options shall qualify for the subsequent development incentives, which may be combined with other applicable incentives outlined in this ordinance:

i. An increase of ten (10) square feet of additional area permitted for car-oriented signage, pursuant to Section 12.07.

ii. An increase of ten (10) square feet of additional area permitted for pedestrian-oriented signage, pursuant to Section 12.07, and

iii. A reduction in the minimum required residential parking of 0.25 space per unit, pursuant to 12.06.

b. The qualifying options are:

i. Option 1: Enhanced Landscape Strip. The installation of a continuous landscape strip in the street yard area that is equal to or greater than forty percent (40%) of the total street yard area. This is in place of the minimum twenty percent (20%) landscape strip area required by **Section 5**. All vegetation species must be approved by the Director of Planning.

ii. Option 2: Shade Canopy. In the required landscape strip, shade/canopy trees from the approved list in the landscaping ordinance must be evenly spaced to provide sufficient shade to the entire public sidewalk in front of the building at maturity. The plan for species selection and spacing must be approved by the Director of Planning.

iii. Option 3: Public Sitting Spaces. The provision of at least one (1) public sitting space for every fifty (50) feet of street frontage within the area located between the sidewalk and the street. These sitting spaces may be clustered and are not required to be evenly distributed. A public sitting space shall consist of:

1. One (1) bench with a minimum length of five (5) feet; and

2. Placement adjacent to either:

a. One (1) drought-tolerant tree that is projected to provide shade for the bench at maturity; OR

b. One (1) structurally sound shade structure, the design and placement of which must be approved by the Director of Planning to ensure public safety and appropriate aesthetic integration.

iv. Option 4: Bicycle Racks. At least one (1) inverted-U style bicycle rack permanently affixed to the sidewalk or other paved surface, which must be situated between the principal building and the street and shall not impede pedestrian or vehicular traffic.

v. Option 5: Public Art Installation (Conditional Use). The installation of Public Art in the form of a large sculpture or a mural on or near the street frontage. Such art shall be substantially representative of the heritage and culture of the City of San Benito and shall not constitute a commercial sign or advertisement for any establishment. This art may be placed in a public alley as described in subsection F(e)(1), 'Alley Art & Design'. Notwithstanding that public art is generally exempt from permitting requirements, receipt of this incentive is contingent upon securing formal approval of a Conditional Use Permit (CUP) by the applicable jurisdictional authority.

D. Front Entrances

a. Every ground-floor business or separate commercial tenancy subject to this Article shall be required to maintain at least one (1) Primary Pedestrian-Oriented Entrance.

b. A Primary Pedestrian-Oriented Entrance shall be defined by and satisfy all of the

following criteria:

i. Frontage. The entrance must be visibly located on and directly front the public street right-of-way (the Primary Street Frontage).

ii. Accessibility. The entrance must provide direct, unobstructed access from the public sidewalk or pedestrian pathway to the principal customer service or retail area of the business.

iii. Design and Orientation. The entrance shall be the main, front-facing entrance of the business and shall be clearly designed and articulated as the primary point of public access through the use of architectural features such as permanent awnings, canopies, or enhanced facade treatment.

c. Exclusions. The following types of access points shall not qualify as the required Primary Pedestrian-Oriented Entrance for the purposes of this Article:

i. Emergency-Only Exits. Doors or portals designed and utilized exclusively for emergency egress as required by the prevailing building or fire code.

ii. Employee/Service Access. Doors or portals designated and used exclusively for employee access, service functions, or loading/unloading of goods and supplies.

iii. Rear or Side Yard Access. Any entrance that faces and provides primary access from a parking lot, alley, or side yard not designated as the Primary Street Frontage.

d. Corner Lot Requirements. For any building occupying a corner lot or having multiple street frontages, the required Primary Pedestrian-Oriented Entrance shall satisfy one (1) of the following criteria:

i. Designated Frontage Entrance. The applicant shall designate a Primary Street Frontage, and the required Primary Pedestrian-Oriented Entrance shall directly front this designated Primary Street Frontage. If one of the two street frontages is Robertson Street or Sam Houston Boulevard, that street must be designated as the Primary Street Frontage. The entrance must front that specific street. For any building located at the intersection of Robertson Street and Sam Houston Boulevard, the entrance required under this section shall mandatorily utilize the Corner Proximity Entrance (Option B).

ii. Corner Proximity Entrance. The required Primary Pedestrian-Oriented Entrance shall be located at or within five (5) feet of the exterior corner of the building where the two street right-of-ways meet. The location shall be measured from the corner of the building wall to the closest edge of the entrance door or opening. For any building located at the intersection of Robertson Street and Sam Houston Boulevard, it is the clear intent of the Town to establish an entrance that may service both street frontages.

For the purposes of this Article, a public alley or private access easement shall not be considered a "street" or "street right-of-way," and any entrance solely fronting an alley shall not satisfy the requirements of the Primary Pedestrian-Oriented Entrance.

E. Architectural Design.

a. Articulation and Massing. all street-facing façades shall adhere to the following

standards for articulation and massing:

i. Street-facing façades shall be designed to provide architectural articulation (such as changes in material, recesses, projections, columns, or changes in roofline) at intervals not exceeding fifty (50) feet of continuous street-frontage.

ii. Any building with a continuous street-frontage exceeding two hundred (200) feet shall incorporate a major vertical massing break. This break shall involve a substantial change in plane or building height to visually segment the façade and reduce the appearance of monolithic mass.

iii. Historic Preservation Exemption: Historic buildings may be exempted from the Articulation and Massing requirements of these this section upon determination by the Director of Planning.

F. Alleys

a. Purpose and Intent

i. The intention of this alley ordinance is to re-envision public alleys within the DT-O District as an integral part of the public realm and the pedestrian experience. These standards are intended to:

1. Enhance pedestrian walkability and safety.

2. Encourage public art and cultural amenities.

3. Establish uniform and attractive design standards.

4. Ensure safe and necessary access for service vehicles, business operations, and utility maintenance.

5. Balance new development with the public benefit of activated alleys.

b. Applicability of Alley Regulations

i. For the purpose of this exclusion, an "alley segment" is defined as the continuous portion of a public alley located between two (2) intersecting public streets.

ii. These alley regulations shall only apply to alley segments within the DT-O District that do not have any property fronting the segment within a Residential Zoning District classification.

c. Alley Walkability

i. All publicly-owned or dedicated alleys shall remain open and accessible for pedestrian travel at all times, except for temporary, permitted closures for maintenance or special events.

ii. Notwithstanding any utility poles or existing infrastructure, a minimum clear pedestrian path of four (4) feet shall be maintained free of permanent obstructions (e.g., dumpsters, permanent storage, excessive overhangs) within the alley right-of-way. The primary focus of this clear path should be on the areas least obstructed by utility poles.

d. Alley Lighting

i. All properties undergoing new building construction or major renovation (defined as any alteration, addition, or repair to a building exceeding twenty-five percent (25%) of the square footage) of the building that abuts a downtown public alley shall be required to provide pedestrian-scale lighting along the length of their new or substantially renovated building wall or new fence line facing the alley.

1. Spacing: Lighting fixtures shall be spaced a maximum of fifty (50) linear feet apart along the alley frontage. A minimum of one (1) light fixture is required per property fronting the alley, regardless of the property's size.

2. Intensity: Lighting shall be designed to achieve a minimum of 2 foot-candles (average) on the alley surface along the property frontage.

3. Design: Fixtures shall be downward-facing to minimize glare onto adjacent properties while being aesthetically complementary to the downtown's character.

4. Power Lines: Lighting attached to structures or fences shall be located and installed in a manner that complies with all relevant building, fire, and power line easement safety clearances.

ii. As an alternative to traditional wall-mounted pedestrian-scale lighting, festoon lighting (decorative string lights with visible bulbs) may be used to satisfy the lighting requirements of this section, subject to the following conditions:

1. Attachment and Security: Festoon lighting shall be installed using commercial-grade, outdoor-rated materials and must be properly secured and tensioned to prevent excessive sag, swaying, or the creation of a public safety hazard.

2. Mounting Height: The lowest point of the hanging festoon lights (the bulb or the wire) must be a minimum of ten (10) feet above the finished alley grade.

3. Directionality: The individual light sockets and bulbs shall be installed to point downward to maximize illumination on the alley surface.

4. Utility Clearance: Installation shall adhere strictly to all required utility and power line clearances. The property owner is responsible for coordinating with the relevant utility company to ensure no infringement upon the overhead easement.

iii. Existing buildings and properties not undergoing new construction or major renovation are exempt from this mandatory lighting requirement, but are strongly encouraged to install lighting voluntarily.

e. Alley Art & Design

i. The placement of public art, including murals, on any building wall or fence visible from the alley is hereby permitted by right, provided:

1. The art is non-commercial in nature (no advertising copy or logos, excluding a small plaque crediting the artist/sponsor).

2. All installations comply with applicable building codes, including structural safety for any 3D elements.

3. All public art must strictly adhere to all required utility and power line clearances.

4. The public art cannot be obscene in nature.

5. Such art shall be substantially representative of the heritage and culture of the City of San Benito and shall not constitute a commercial sign or advertisement for any establishment. Such art may be used to achieve the incentive described in Subsection C(b)(v) described above.

ii. To enhance the pedestrian experience, features such as decorative moldings, non-structural architectural relief, and similar facade articulation are strongly encouraged on building walls facing the alley. These architectural features are also strongly encouraged to be consistent with the Spanish Colonial Revival style of architecture."

f. Alley Fencing

i. Fencing is not mandated along alleys; however, should a property owner elect to install such fencing, the following regulations shall govern its construction and maintenance to ensure visual continuity and public safety. Notwithstanding this provision, should any other section of the City Code mandate the installation of fencing along an alley, that superseding ordinance shall take precedence.

1. Material and Design: Fences shall be constructed of high-quality, durable, and aesthetically-pleasing materials such as decorative wrought iron, brick, painted wood (non-chain-link), or a combination thereof. Chain-link fencing is strictly prohibited.

2. Height: Maximum fence height shall be eight (8) feet.

3. Maintenance: Property owners are responsible for the ongoing maintenance and repair of their fences to ensure a neat, orderly, and structurally sound appearance.

g. Existing Non-Conforming Buildings in Alley

i. Existing buildings that are built within five (5) feet of an alley and do not meet the new lighting and facade requirements are considered legal non-conforming structures. However, any significant renovation or expansion (exceeding 50% of the assessed value) shall trigger the mandatory lighting and facade activation requirements of Section 4.D and 4.E.

h. Utility Easements and Safety

i. Easement Priority: These standards shall not supersede the rights and safety requirements of any existing utility easements. Utility companies shall retain the right to access and maintain their infrastructure.

ii. Design Compliance: All improvements, including lighting, art, and fencing, shall be designed and installed in a manner that does not interfere with the

required clearance for overhead power lines or access to poles, transformers, or junction boxes, as dictated by the utility provider and relevant safety codes. Property owners must obtain approval from the relevant utility provider for any improvements within the easement area.

G. Building Frontage Coverage

a. Any building fronting on a primary public street (the primary street to which the building is addressed or which constitutes the longest street-facing lot line) shall have the building facade occupy a minimum of seventy-five percent (75%) of the width of the lot line along that street, except for gas stations as described in subsection I(c) of this section.

b. For buildings located on corner lots, the building facade along the side street (the street other than the primary street frontage) shall occupy a minimum of fifty percent (50%) of the width of the lot line along that side street.

c. The following urban design features are encouraged throughout the DT-O District and therefore shall be considered exceptions to the minimum building frontage coverage requirements specified above, provided they are designed as high-quality, publicly accessible or visible spaces that enhance the pedestrian experience. These exempted areas shall be calculated as part of the total allowed uncovered frontage:

i. Courtyards or Plazas: Dedicated, publicly accessible open spaces or squares designed with paving, seating, landscaping, and lighting.

ii. Mini-Parks or Pocket Parks: Dedicated, landscaped green spaces designed for public relaxation and enjoyment.

iii. Outdoor Dining Areas: Permanent, defined areas for restaurant or cafe seating associated with an adjacent business.

iv. Pedestrian Passageways: Covered or uncovered walkways or breezeways that provide mid-block pedestrian circulation.

v. Approved Public Art Installations: Public art displays approved by conditional use permit as outlined in Subsection (C)(b)(v) of this Section.

vi. Other Features: Any other innovative urban design feature not explicitly listed above that contributes significantly to the pedestrian realm, street vitality, or public benefit. Such features may be approved at the discretion of the Director of Planning upon demonstration by the applicant that the proposed design is of high quality, meets the spirit and intent of the ordinance, and enhances the overall public experience of the DT-O District.

H. Drive Thru's. Drive-thru facilities are permitted within the DT-O District, provided following requirements are met. It is the intention of this regulation to ensure the pedestrian-oriented character of the District is prioritized and maintained while balancing the demand for car-oriented business.

a. Prohibited Lane Location. No vehicular drive lane, stacking space, or service element of a Drive-Through Facility shall be located between the principal building and any side or front street frontage, except for the necessary and designated entrance and exit driveways connecting the facility to the public street. All other portions of the drive lane and service elements shall be located to the side or rear of the principal building.

b. Maximum Number of Lanes. A maximum of one (1) single-lane drive-through facility shall be permitted per building. Multi-lane drive-through facilities, including but not limited to those utilizing two or more parallel lanes for ordering, stacking, or transaction, are expressly prohibited.

c. Screening Requirement. All drive lanes and associated service equipment, including but not limited to stacking areas, menu boards, and service windows, shall be effectively screened from view of any public street or adjacent property by a permanent opaque screening fence or wall. Such screening fence or wall shall be not less than six (6) feet in height.

d. Traffic Queue Management. The on-site vehicle stacking capacity for any Drive-Through Facility shall be sufficient to ensure that no vehicle queues, stacks, or waits within the public right-of-way, including public streets or sidewalks. The stacking lane shall accommodate all anticipated vehicles waiting for service.

e. Clear View Triangle at Crossings.

    i. Clear View Triangle Required. Where a drive-through lane or its entrance/exit crosses a public sidewalk or private pedestrian walkway, a "Clear View" Sight Triangle shall be maintained free of any visual obstruction between the height of thirty (30) inches and eight (8) feet above the pavement grade.

    ii. Definition of Clear View Triangle. The Clear View Triangle is the triangular area of unobstructed vision formed by two intersecting lines (the edge of the drive-through lane and the edge of the sidewalk/walkway) and a third line connecting the two points established on those lines. This triangle shall be determined by measuring ten (10) feet along the edge of the drive-through lane and ten (10) feet along the edge of the sidewalk or walkway, with both measurements starting from the point where the two edges intersect.

    iii. Obstructions Prohibited. Within this Clear View Triangle, no structure, fence, wall, hedge, shrubbery, natural growth, sign, or other obstruction shall be erected, placed, planted, or maintained in such a manner as to impede vision between the required heights. This restriction shall not apply to:

        1. Official traffic control devices or signs.

        2. Utility poles.

        3. Trees trimmed (to the trunk) to a height of at least eight (8) feet above the pavement grade.

f. Walk-Up Window. Any principal building that incorporates a Drive-Through Facility shall also be required to incorporate a Pedestrian Walk-Up Window as an accessory feature.

    i. The Walk-Up Window shall be designed and operated to serve pedestrians from the public sidewalk or a private, exterior, street-facing pedestrian space.

    ii. The Walk-Up Window shall be located on a street-facing side of the principal building that abuts a public right-of-way.

    iii. The Walk-Up Window shall have a clear and direct pedestrian connection to the public sidewalk.

iv. The architectural design and materials of the Walk-Up Window shall be integrated with and subordinate to the principal building's main facade.

I. Gas Stations. Gas Stations are permitted in the DT-O District, provided they meet all other requirements, design standards, and development criteria applicable to the DT-O District, except as explicitly modified in this subsection.

a. Convenience Store. A Gas Station shall be required to include a Convenience Store or similar accommodation that is integrated with the principal Gas Station use. This convenience store must meet all applicable building, architectural, and design requirements for the DT-O District outlined in this section.

b. Location. Gas Pumps, canopies, and associated fueling infrastructure shall not be located between the principal building and the street frontage. They must be located in the rear yard or a side yard of the lot. For lots located at the intersection of two streets (corner lots), the principal building must be located at or near the street corner. Gas Pumps and fueling infrastructure are not permitted to be located at or near the corner itself.

c. Building Frontage Coverage. Gas Stations are exempt from the front minimum Building Frontage Coverage requirement (Subsection G(a) above). Instead, a minimum of fifty percent (50%) of the primary street frontage must be covered by the principal building.

d. Vehicle Access & Circulation.

i. Primary Access: All primary vehicle ingress and egress for customer traffic must be from the street. Vehicle traffic shall not be permitted to primarily flow through alleys.

ii. Alley Access: Secondary vehicle traffic for service vehicles (e.g., fuel delivery, waste removal) is permitted to access the property via an alley.

iii. Signage: Clearly visible and legible signs, meeting the DT-O District sign standards, must be permanently placed at all alley entrances/exits to the Gas Station property, specifically prohibiting regular customer vehicle traffic from using the alley for circulation.

iv. Curb Cuts: Gas Stations in the DT-O District shall be limited to a maximum of two (2) curb cuts along all frontages. Each permitted curb cut must be wide enough to safely accommodate a semi-truck for the purpose of refilling underground storage tanks.

e. Outdoor Plazas. The inclusion of a dedicated outdoor plaza is strongly encouraged (but not required) as part of the gas station development to future-proof the site and enhance the vitality of the downtown area.

i. Design Standards: If provided, the plaza should be aesthetically pleasing and designed to create a sense of place within the downtown.

ii. Amenities: The plaza should accommodate sufficient outdoor seating and/or outdoor dining space.

iii. Lighting: Plazas should be adequately and attractively lighted in a manner that complies with all DT-O lighting standards and promotes safety and usability

during evening hours.

iv. Corner Lot Recommendation: For corner lots, it is recommended that the outdoor plaza be strategically located at the street corner, adjacent to the principal building, to maximize visibility and integration with the pedestrian environment.

SECTION 5. Landscaping.

A. Development within the DT-O (Downtown Overlay) District must adhere to all applicable landscaping requirements established for its underlying zoning, with one specific modification concerning the street yard: the typical street yard requirements shall be satisfied by providing a continuous landscaping strip situated between the public sidewalk and the adjacent street. This strip must be appropriately planted and maintained to contribute to the visual appeal and sense of place within the Downtown Area. While no minimum *width* is strictly mandated, the landscaping strip must be of a sufficient dimension to ensure the health and long-term viability of all plant materials contained within it, thereby sustaining its function as a green amenity.

SECTION 6. Parking.

A. Compliance with Other Parking Regulations

a. Except as described below, all parking requirements from Section 7 of this chapter apply to properties in the DT-O District.

b. All parking in the DT-O District, regardless of use, must comply with the requirements set forth in Sections 7.08 (Handicap Compliance), 7.07(A) (Off-street loading spaces), and 7.10 (Towing) of this Chapter.

B. Noncommercial Parking.

a. There shall be no parking minimum for noncommercial land uses within the DT-O District. Buildings which have both residential and commercial components shall calculate parking for each land use.

b. A parking maximum shall be enforced for all noncommercial uses. The total number of parking spaces provided shall not exceed 125% of the parking that would typically be required for the use under Section 7 of this Chapter.

C. Residential Parking.

a. All residential land uses in the DT-O District shall adhere to the following minimum parking requirements:

Unit Size	**Required Parking Spaces per Unit**
0-2 bedrooms	One (1) space
3 or more bedrooms	Two (2) spaces

b. The residential parking minimums established may be reduced per the incentives noted in Section 12.04(C) of this chapter.

c. Hotel parking minimums remain governed by Section 7.06(B) of this chapter.

D. Parking Location.

a. All required or provided parking, whether surface or structured, must be located behind the building on all street fronts, including side-yards with street frontage.

b. Parking spaces shall not directly back into an alley or street right-of-way.

c. Surface parking shall be set back from the street. The setback must be the greater of the following:

i. Behind the front building line.

ii. Twelve (12) feet from the street Right-of-Way.

d. Parking structures must conform to the maximum setbacks noted in Subsection 12.03 of this Chapter, if provided.

E. Screening.

a. Surface Parking Screening. All surface parking areas must be well screened from adjacent streets and properties. This shall include effective use of landscaping, walls, or a combination thereof, as further detailed below in the Acceptable Screening Options enumerated in subsection (c).

b. Parking Structure Street/Alley Frontage Screening. Parking structures with street frontage and/or alley frontage must screen the structure on the ground floor utilizing one of the following methods. The ground-level screening must be an of an acceptable option (see subsection (c) below) and must be meet specific transparency requirements:

i. Transparency Requirement: The initial four (4) feet of vertical height, measured from the finished floor or grade, shall be constructed of opaque materials (i.e., non-transparent). Any remaining vertical portion of the ground floor screening situated above the initial four (4) feet shall maintain a minimum of fifty percent (50%) transparency.

c. Acceptable Screening Options

i. A wall covered with live vegetation.

ii. Colorful and textured walls/panels.

iii. An art wall (such as a colorful light display or mural).

iv. A courtyard with outdoor seating and landscaping (See 12.03(D)).

v. An alternative screening option proposed by the applicant, subject to review and approval by the Planning Commission.

F. Loading Spaces.

Off-street loading spaces are not required in the DT-O District. However, if a loading space is provided (though not required), it must

a. Be accessed exclusively from the rear of the building.

b. Meet the dimensional requirements of Section 7.07(A) of this Chapter.

G. Daycares.

Daycares must still comply with Section 7.07(B) of this Chapter regarding required loading spaces (e.g., drop-off/pick-up areas). However:

a. Required loading spaces cannot be located between the street and the building.

b. A separate drive aisle for such drop-off spaces shall be provided and must follow the drive-thru design requirements set forth in Section 12.04(H).

c. Special attention must be given to both pedestrian and vehicle traffic circulation and to pedestrian safety.

SECTION 07. Signs.

A. General.

a. The sign regulations found in Section 10 of this Chapter shall constitute the default sign ordinance for the Town, except as specifically modified or supplemented by the provisions detailed herein for the Downtown Overlay (DT-O) District.

b. All signs permitted within the DT-O District, regardless of type, location, or size, shall not interfere with pedestrian traffic or pedestrian safety. Signs must be designed, located, and maintained so as to not obstruct the required clearance on any sidewalk or walkway, nor shall they obstruct the free and clear flow of traffic of pedestrians.

B. On-Premise Signs.

a. General Allowance. On-Premise Signs are generally permitted in the DT-O District, subject to the regulations detailed in this section

b. Sign Area Allocation. Each business located in the DT-O District shall be allocated the following maximum cumulative sign areas:

i. Car-Oriented Sign Space: Fifty (50) square feet cumulative maximum area.

ii. Pedestrian-Oriented Sign Space: Twelve (12) square feet cumulative maximum area.

iii. Businesses are reminded of the sign area incentives provided in Section 12.04(C) of this Chapter, which may allow for an expansion of this maximum allowed signage area.

c. Prohibited Signs. The following types of on-premise signs are prohibited within the DT-O District:

i. Pole Signs.

ii. Permanent Temporary Signs.

d. Window Signs. Window signs are permitted but shall not cumulatively cover more than twenty-five percent (25%) of the total window area of the storefront.

e. Sign Height Limitation.

i. Attached Signs: The maximum height for any sign attached to a building (such as a wall sign or projecting sign) shall not exceed the height of the building to which it is attached.

ii. Detached Signs: The maximum height for any detached sign (such as a monument sign) shall not exceed eight (8) feet.

C. Off-Premise Signs.

a. Car-Oriented Off-Premise Signs. Car-Oriented Off-Premise Signs are prohibited in the DT-O District.

b. Pedestrian-Oriented Off-Premise Signs may be permitted only upon the granting of a Conditional Use Permit (CUP).

c. Any approved off-premise sign area shall count towards the maximum sign area allocation given to the advertised business in Section 12.07(B) of this Chapter (On-Premise Signs).

d. Pedestrian-Oriented Off-Premise Signs that meet any of the conditions outlined in Section 10.03(G) (Prohibited Off-Premise Signs) of the default sign ordinance are prohibited.

D. Sign Lighting.

Both On-Premise and Off-Premise signs within the DT-O District must adhere to the specific lighting requirements detailed in Section 10.03(F) of this Chapter.

E. Public Art.

a. Public Art is permitted by-right in the DT-O District.

b. Public Art, including murals, shall not count towards the maximum signage area allocation for the premises.

c. As defined in Section 2.01 of this chapter, a Mural is a non-commercial work of art. A Painted Sign is a sign with a commercial message or branding, and is referenced in Section 10.07 of this Chapter. The difference hinges entirely on the commercial nature of the content: a mural is art only; a painted sign is art used for advertising or identification of a business, service, or product.

CHAPTER 13: SPECIAL USE AND REGULATIONS AND RESTRICTIONS

SECTION 1. Home Occupations.

A. The purpose of this section is to permit the conduct of home occupations located within residential districts which are compatible with the neighborhoods in which they are located and must meet the following: A home occupation is an occupation customarily carried on in the home by a member of the occupant's family, without the employment of additional persons, without the use of an on-premise sign to advertise the occupation, without offering any goods for sale on the premises and which does not create obnoxious noise or other obnoxious conditions to abutting residential property, such as odor, increased traffic congestion, light or smoke.

1. Only the member of the immediate family occupying the dwelling shall be engaged in the home occupation and there shall be no employment of additional persons;

2. The home occupation shall be conducted only within the enclosed area of the dwelling unit and without offering any goods for sale on the premises;

3. There shall be no sign on the premises and the home must maintain the residential structure appearance.

4. No use shall create smoke, glare, noise, dust, vibration, fire hazard, electrical interference or any other nuisance not normally associated with the average residential use within the district;

5. The home occupation shall not create any significant increase in vehicular flow or parking and shall not create greater pedestrian traffic than normal for the district;

6. No home occupation shall cause a significant increase in the use of any utilities, or generate trash or refuse beyond the average of the residences in the neighborhood.

SECTION 2. Construction Offices.

Buildings such as portable buildings, recreational vehicles or mobile homes to be used as field offices for construction purposes only may be permitted upon the issuance of a building permit and a building inspection. A time period of one (1) year shall be allowed or upon completion or abandonment of construction or expiration of permit, such field offices and buildings shall be removed at the direction of the Building Inspector.

SECTION 3. Gasoline Stations.

A. Gasoline stations, gasoline pumps, underground tanks, and other storage and dispensation facilities are prohibited within 500 feet of any building in which public or private school classes are conducted. Public or private school classes are prohibited within 500 feet of any gasoline stations, gasoline pumps, underground tanks, and other storage and dispensation facilities. This measurement shall be taken in a straight line measurement from the nearest property line of a property developed with a gasoline station to the nearest property line of any building in which

public or private school classes are conducted.

The prohibition shall not apply to the installation of such facilities within 500 feet of buildings used exclusively and solely as offices for appointive or elective school officials in which no classes are conducted. No propane or butane gas tanks will be allowed to be installed if there is a natural gas line connection within 500'.

If propane or butane gas tank is removed, for whatever reason, a tank cannot be installed at same location if a natural gas line connection exists within 500 feet.

SECTION 4. Bar/Lounges.

A. A Conditional Use Permit cannot be obtained for location or operation of bars, lounges and bar and grills in the C-1 Zoning Districts. This type of business can only be located in C-2 Zoning Districts. The above-mentioned business must comply with the following:

1. be subject to the same restrictions as set forth in the zoning districts for these types of uses;
2. be subject to all applicable building, electrical, mechanical, plumbing, fire, and other similar codes of the municipality;
3. maintain valid state licenses and permits required for selling and serving alcoholic beverages;
4. provide parking in accordance with the City off-street parking regulations as a minimum, and make provisions to prevent use of adjacent streets for parking, especially those in adjacent residential areas, by providing additional on-site parking;
5. restrict the number of persons within the building to those allowed by the P&Z Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Inspector and Planning Director. (This restricted number cannot exceed the number provided for in existing City regulations)
6. the paved area is landscaped in compliance with the off-street parking and loading regulations and landscaping regulations;
7. not create a nuisance;
8. prevent and discourage criminal activity from occurring on the business premises, particularly: crimes against the person, such as assault, sexual assault, aggravated assault, and murder; crimes against property; destruction of property; public intoxication; sale or consumption of illicit and/or illegal drugs or controlled substances; and crimes of moral turpitude such as gambling, prostitution, exhibitionism, public lewdness, and pornography;
9. be subject to annual renewal and subject to additional applicable conditions upon renewal;
10. if the business is to be located within three hundred (300) feet from a residential zoned district, residence, church, school or publicly occupied property, it shall additionally be required to:
    a) provide a fence of wood, cement, concrete, or other durable opaque material sufficient to provide visual buffering of the building and business activity;

and

b) provide insulation of the building such that noise or sound from the business activity cannot be heard from the residential area or residence, or from the church, school, or publicly owned property during normal business hours; and

c) be designed to prevent disruption of the character of adjacent residential areas.

11. shall not be located within a three hundred (300) foot radius from another bar or lounge, as measured from property line to property line;

12. all business activity shall be conducted within the confines of a building structure;

13. any permitted sign on the premise shall not exceed the height of the average roof line of adjacent buildings in the neighborhood, in addition to the requirement of any other ordinance regulating signs;

14. separate bathroom facilities shall be provided for female and male patrons and employees, and each bathroom facility shall comply with all building and plumbing codes of the city and shall have dimensions of not less than thirty (30) square feet and with no length or width of less than four (4) feet, and be constructed in a manner that ensures personal privacy.

15. bathroom facilities shall be accessible from habitable rooms, hallways, corridors or other protected or enclosed area, not including kitchen or food preparation areas.

SECTION 5. Sexual Oriented Businesses.

(See Ordinance No. 2384 [Article 4.09 of the Code of Ordinances])

SECTION 6. Mobile Vendors and Mobile Food Vendors.

(See Ordinance No. 2385-A [Article 4.03 of the Code of Ordinances])

SECTION 7. Garage Sales.

(See Ordinance No. 2037-B [Article 4.04 of the Code of Ordinances])

SECTION 8. Planned Development District.

A. Purpose

1. Provide flexibility in planning for development of medium and large scale developments incorporating a single type of a variety of residential and related uses, which are planned and developed as a unit. Such developments may consist of individual lots or may have common building sites;

2. Establish a procedure for the development of parcels of land under unified control in order to reduce or eliminate the inflexibility that would otherwise result from strict application of land use standards and procedures designed primarily for individual lots;

3. Ensure orderly and thorough planning and review of procedures that result in quality urban design and the creation and improvements of common open space and pedestrian circulation in residential areas; Encourage mixed use and avoid monotony in large developments by allowing greater freedom in selecting the means to provide access, light, open space and amenities; and

4. Provide for flexibility in the strict application of certain of the land use regulations, development regulations, and standards found in the base zoning.

5. A PDD may be located in a district upon the granting of a permit in accordance with the provisions of this Section and after a rezoning request has been granted.

6. A PDD may include any uses permitted such as "permitted uses" or "conditional uses" as specified in any zoning use district in this ordinance.

7. The minimum site area for a PDD shall be five (5) acres.

B. Permitted Uses: The City Commission of the City of San Benito, Texas after a public hearing and proper notice to all parties affected and after recommendation from the Planning and Zoning Commission, may authorize the creation of Planned Development Districts of a designated size of five acres or more, permitting but not limited to, the following uses:

1. Shopping centers

2. Residential development, including mobile homes with restricted neighborhood and related commercial, within one overall Planned Development District subject to review and approval by the Planning and Zoning Commission and City Commission.

3. Medical center and hospital

4. Civic center and community center

5. Office center

6. Recreation center

7. Industrial center

8. A combination of any of the developments listed in (1) through (7)

C. Permit Procedure: The following shall be regulated by the procedure for applying for a PDD permit:

1. Staff investigation and technical report,

2. Action of the Director of Planning,

3. Public hearing,

4. Action by the Planning and Zoning Commission,

5. Appeal to or review by the City Commission,

6. Issuance or denial of a permit.

These shall regulate new applications and permits to run with the land, subject to the following prerequisites:

a) The application shall be accompanied by the development plan of the entire PDD drawn at a scale of 1" = 100' and showing: provisions for drainage of surface waters, watercourses, railroads and public utility right-of-way, streets, driveways, pedestrian walks, off-street parking and off-street loading facilities, reservations for public uses, including parks, playgrounds, and other open spaces, private uses, including dwelling types, lot layout locations, land coverage and heights of structures, and landscaped area.

D. In addition to the data and drawings prescribed, the application shall be accompanied by a tabulation of the area proposed to be devoted to each land use and a tabulation of the average population density per net acre and per gross acre in the area or areas proposed to be devoted to residential use.

E. The Planning and Zoning Commission may recommend approval of a permit for a Planned Development District if, on the basis of the application and the evidence submitted, the Planning and Zoning Commission makes the following findings:

1. That the proposed location of the PDD is in accordance with the objectives of the Zoning Ordinance and the purposes of the district in which the site is located;

2. That the standards of population density, site area and dimensions, site coverage, yard spaces, heights of structures, distances between structures, usable open space, and off-street parking and off-street development will not generate more traffic than the street in the vicinity can carry without congestion and will not overload utilities; and

3. That the combination of different dwelling types and/or the variety of land uses in the development will complement each other and will harmonize with existing and proposed land uses in the vicinity.

F. If the City Commission reverses a decision of the Planning and Zoning Commission or modifies a decision of the Planning and Zoning Commission granting a permit for a PDD, the findings and conditions shall be set forth as in paragraph E above.

G. Preliminary Development Plan

1. Before a Preliminary Development Plan is approved, the applicant shall produce sufficient proof of ownership or control of all said land and structures.

2. Before or upon application for a PDD designation, the applicant shall have presented to the Planning and Zoning Commission and the Director of Planning and/or Consultant for their review, a Preliminary Development Plan of that portion of the area on which improvements are to be constructed in conformity with the Standards contained herein.
3. The plan shall be accompanied by:(1) an application on a form prescribed for this purpose by the City and (2) payment of a fee as authorized by the City Commission. Upon the proper approval, registration and recording of the Development Plan, the applicant(s) for said Plan shall be entitled to apply for such permits and certificates.
4. The Preliminary and the approved Final Development Plans shall be certified by the applicants and shall show the following existing and proposed items drawn to scale:

a) The title page of each application and set of plans shall be signed by the applicant's architect, landscape architect, engineer and/or land surveyor.

b) The boundaries of the area covered by the Plan, all public and private rights-of-way and easements bounding and/or intersecting the district(s) which are

proposed to be continued, created, relocated and/or abandoned.

c) The proposed finished grade of the area, shown to contour intervals required in the City's Subdivision Regulations.

d) A description of the proposed lot or lots and the boundaries thereof.

e) The location of each existing and each proposed structure in the development, the use or uses to be contained therein, the number of stories, the gross floor area, and the location of entrances and loading points thereof.

f) All curb cuts, driving lanes, parking area, loading areas, public transportation areas, and illumination facilities for the same.

g) All pedestrians' walks, malls, and open areas for use by tenants or visitors.

h) The location and height of each wall, fence and screen planting.

i) The types of surfacing, such as paving, turfing, or gravel to be used at the various locations.

j) The location, types, and size of proposed drainage facilities, and

k) The location of fire hydrants.

H. Each Development Plan shall be submitted to the Director of Planning and shall be reviewed in accordance with the following schedule:

1) The applicant shall file with the Director of Planning not less than ten (10) copies of the Development Plans as required.

2) After a review by the Director of Planning and the Technical Review Committee, a recommendation shall be made to the Planning and Zoning Commission stating whether the said Preliminary Plan shall be approved, disapproved, or approved subject to compliance with modifications or conditions.

I. The Preliminary Development Plan shall be divided into phases of proposed development so that in the event of failure to commence timely bona fide construction in any section of an approval Final Development Plan, there shall be:

1) Definitely established lines showing the resulting boundaries of the reduced PDD after the rezoning of the unused portion of the site area to its previous classifications, and

2) A minimum of damage to the unused portion of the site from the standpoint of its usability for use following rezoning.

J. Preliminary and Final Development Plan combined. After approval of the Preliminary Plan, the applicant may combine the Preliminary and Final Development Plans so as to make them one and the same. The applicant shall indicate on said plan all data required of the Preliminary and Final Development Plan procedures.

K. Recording

1. After completing its review of a Development Plan, the Planning and Zoning Commission shall submit such plans and all pertinent data, together with the written list of recommendations to the City Commission for their review and action. Any approved

Development Plan shall be delivered to the Director of Planning where it shall be properly registered and recorded.

2. Upon approval of the Preliminary Development Plan, the applicant shall record one copy of the approved Plan with the Director of Planning and Building Inspector. Before recording said Plan, said Plan shall be reviewed for compliance with any modifications or conditions of the approving agent, dated, and approved for recording by the Director of Planning and/ or Consultant and the Building Inspector.

3. The Director of Planning shall enter the date of receipt on each copy of the plan and shall within twenty-one (21) days thereof review the plan for compliance with the Preliminary Development Plan and paragraph G-4-b above. If such plan is found to be complete, it shall be transmitted with the comments and recommendations to the Planning and Zoning Commission and City Commission for further review, comment and action.

4. No final Development Plan herein shall be approved unless it is in full compliance with the approved Preliminary Development Plan. The action of the Planning and Zoning Commission and City Commission shall be completed and due notice thereof, including a written statement of the reasons for disapproval, or required modifications thereto, given to the applicant within ten (10) working days of each such decision by the Planning and Zoning Commission and City Commission.

L. Development Standards

1. Adequate design of grades, paving, gutters, drainage, and treatment of turf to handle stormwaters and prevent erosion and formation of dust;

2. Adequate, safe and convenient arrangement of pedestrian circulation facilities, roadways, driveways, off-street parking and loading spaces, and facilities for waste disposal and illumination;

3. Adequate and proper locations of pedestrian walks, malls, and public transportation loading places from general vehicular circulation facilities;

4. Arrangement of building and vehicular circulation open spaces so that pedestrians moving between buildings are not exposed to vehicle traffic;

5. Proper arrangement of signs and lighting devices with respect to traffic-control devices and adjacent residential districts;

6. Fences, walls, or year-round screen planting where necessary to shield adjacent residential districts from parking illumination, headlights, fumes, heat, blowing papers and dust, and to increase the visual privacy and residential neighborhood character.

M. Effects of Recording: All final Development Plans registered and recorded herein shall be binding upon the applicant therefor, their successors and assignees, shall limit and control the issuance and validity of all permits, and shall restrict and limit the construction, locations, use and operation of all land and structures included within such plans to all conditions and limitations set forth in such plans.

N. Amendment: All applicants for Development Plans which are disapproved may file an amendment to such plan or an amended Plan, provided such amendment or amended Plan shall be limited exclusively to changes made necessary to accomplish compliance and in response to reasons for disapproval stated by reviewing agent. Such amendment or amended Plan shall be

reviewed in accordance with the same time limit and procedures as provided herein for original submission.

O. Coordination with Subdivision Control Ordinance

1. Is the intent of this ordinance that subdivision review under the subdivision regulations and control ordinance be carried out simultaneously with the review of a planned development under this section of the Zoning ordinance.

2. The plans required under this section of this ordinance must be submitted in a form which shall satisfy the requirements of the subdivision control ordinance for the preliminary and final plans required under those regulations.

3. Both this section and the subdivision control ordinance contain regulations which apply to such matters in the design of a planned development as streets, utilities, and open spaces. In any planned development for which the provisions of the two ordinances are in conflict, the advice and written recommendations from the Director of Planning and Community Development shall determine which standard shall prevail.

CHAPTER 14: NONCONFORMING USES

Except as specified, any uses, building, or structure existing at the time of the enactment of this ordinance may be continued, even though such use, building or structure may not conform with the provisions of this Ordinance for the district in which it is located.

SECTION 1. Nonconforming Uses Continued or Changed.

It is the declared intent of this section that nonconforming uses shall be eventually eliminated and be required to comply with the regulations of this Zoning Ordinance, having due regard for the property rights of the persons affected, the public welfare and the character of the surrounding area.

SECTION 2. Nonconforming Uses and Structures.

A nonconforming status shall exist when:

A. A use or structure which does not conform to the regulations prescribed in the district in which such use or structure is located or was in existence and lawfully operating prior to the adoption of the Zoning Ordinance.

B. No nonconforming use or structure may be reconstructed, extended or enlarged beyond the lot or tract upon which such nonconforming use is located after the effective date of this ordinance without approval of the Board of Adjustments.

C. Repairs and normal maintenance may be made to a nonconforming building provided that no structural alterations or extension shall be made except those required by law or ordinance, unless the building is changed to a conforming use.

D. Any nonconforming use may be changed to a conforming use and once such change is made, the use shall not thereafter be changed back to a nonconforming use.

E. It is the declared purpose of this ordinance that nonconforming uses be eventually discontinued and the use of the premises be required to conform to the regulations prescribed herein having due regard for the investment in such nonconforming uses. The Board of Adjustments and Appeals may grant an exception to this provision only if the owner can show there was a clear intent not to abandon the use even though the use was discontinued for 90 days or more.

F. If a nonconforming structure or a structure occupied by a nonconforming use is destroyed by fire, act of God or other cause, it may not be rebuilt except to comply with the provisions of this ordinance. In the case of partial destruction of a nonconforming use not exceeding fifty (50) percent of its reasonable value, reconstruction may be permitted after a hearing and favorable action by the Board of Adjustments, but the size and function of the nonconforming use shall not be expanded.

SECTION 3. Moving of Nonconforming Structure or Building.

No nonconforming building or structure shall be moved in whole or in part to any other location on the lot, or on any lot, unless every portion of such building or structure is made to conform to all regulations of the district.

SECTION 4. Penalty for Violation - Loss of Right to Continue Nonconforming Use.

The violation of any provisions of this ordinance or any ordinance of the City of San Benito with respect to a nonconforming use shall cause the immediate termination of the right to operate such nonconforming use.

SECTION 5. Cessation of Nonconforming Use of Building or Land.

A nonconforming use shall be deemed to have ceased when said use or when water, sewer, electricity or gas services have been discontinued for ninety (90) days.

CHAPTER 15: CONDITIONAL USE PERMIT

SECTION 1. Purpose.

The purpose of the regulations described by this Section is to allow the compatible and orderly development within the City of uses which may be suitable only in certain locations in a zoning district if developed in a specific way or only for a limited period of time.

SECTION 2. Permit Required.

A permit is required for all Conditional Uses. This permit may have a specified time limitation attached and may impose conditions other than those which are specifically set forth in this Ordinance. The conditions may be recommended by the Planning and Zoning Commission to the City Commission for consideration and possible approval.

SECTION 3. Application Filing Procedures.

Application shall be made by the property owner or certified agent to the Director of Planning on a form prescribed for this purpose by the City. Application shall be accompanied by drawings as set forth in this section.

Granting a Conditional Use Permit does not exempt the applicant from complying with requirements of the Building Code or other ordinances.

SECTION 4. Site Plans Required.

A. Purpose. The purpose of the site plan is to: 1) to insure compliance with the Zoning Ordinance; 2) to assist in the orderly and harmonious development of the City; 3) to protect and enhance the general welfare; and, 4) to help prevent the impairment or depreciation of land values and development.

B. Contents. The Site Plan shall contain drawings to scale and indicate: (1) the location of all structures on the subject property and on adjoining property; 2) landscaping and/or fencing of yards and setback areas and uses of landscaping and/or walls or fences for screening purposes; 3) design of ingress and egress to minimize interference with traffic flow on abutting streets; 4) off-street parking and loading facilities; 5) height of all structures; 6) proposed uses; and, 7) the location and types of all signs including lighting and heights.

SECTION 5. Prerequisites for Approval by the Board.

A. No "conditional use" shall be allowed without the strict compliance with the provisions of this section.
B. The Planning and Zoning Commission after receipt of report and recommendations from the Planning and Development Department, may recommend to the City Commission a conditional use subject with appropriate conditions and safeguards, when, after public notice and a hearing, the Planning and Zoning Commission finds that:
    1) The proposed use meets all the minimum standards established in this ordinance for these types of uses;
    2) The proposed use is harmonious with the purpose and intent of this ordinance and the plan for the physical development of the district, as embodied in the Comprehensive City Plan or part thereof adopted by the City Commission;

3) The proposed use will not be detrimental to the health welfare, and safety of the surrounding neighborhoods, occupants or property;
4) The use is consistent with the purpose of the zoning district;
5) The value of the adjoining property will not be negatively impacted greater than that anticipated from other permitted uses in this district;
6) The proposed use is in harmony with the surrounding land use;
7) Public services and facilities are adequate to serve the proposed use;

C. The Board of Adjustments may impose additional reasonable restrictions or conditions to carry out the spirit and intent of this ordinance and to mitigate the adverse effects of the proposed use. These requirements may include, but are not limited to:
    1. increased open space
    2. loading and parking requirements
    3. suitable landscaping
    4. additional improvements such as curbing and sidewalks
    5. garbage collection system; and
    6. noise reduction

CHAPTER 16: ZONING BOARD OF ADJUSTMENTS

SECTION 1. Organization.

A. The City of San Benito Board of Adjustments and Appeals consists of five (5) regular board members and one (1) alternate board member which are appointed by the City Commissioners and Mayor. Three board members are appointed to serve a two (2) year term, and the remaining two (2) board members and the alternate member are appointed for a one (1) year term. In the event a board member vacates office during his or her term, the City Commissioner or Mayor who appointed the vacating board member shall appoint a replacement who shall serve the remaining term of the vacating board member. Each board member shall be both a resident and taxpayer of the City of San Benito. The board shall annually elect from its regular membership a chairman who shall preside at the meetings and vote as a regular member. The Board shall annually elect a vice-chairman who shall preside in the absence of the Chairman. A quorum consists of a minimum of four (4) regular or alternate members.

   A regular Board member shall forfeit his or her office if such appointee fails to attend three (3) consecutive regular or scheduled meetings. Members are removable for cause by majority of the City Commission upon written charges and after public hearing.

B. The Board of Adjustments shall adopt rules to govern its proceedings provided, however that such rules are not inconsistent with this ordinance or statutes of the State of Texas. Meetings of the board are held at the call of the presiding officer and at other times a as determined by the board.

   1. The presiding officer or acting presiding officer may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public. The board shall keep minutes of its proceedings that indicate the vote of each member on each question or the fact that a member is absent or fails to vote. The board shall keep record of its examinations and other official actions and the minutes and records shall be filed immediately in the board's office and are public records.

C. The Board of Adjustments shall hear and decide an appeal from any person aggrieved or by an officer, department or board of the municipality affected by a decision or determination made by an administrative officer in the enforcement of this ordinance. Such appeal shall be taken by filing with the officer from whom the appeal is taken and with the Board of Adjustments, a notice of appeal specifying the grounds for the appeal. The appeal must be filed within a reasonable time as determined by the rules of the Board. On receiving the notice, the official from whom the appeal is taken shall transmit to the Board of Adjustments all the papers constituting the record upon which the action appealed from was taken.

D. The appeal stays all proceedings in furtherance of the action that is appealed unless the officer from whom the appeal is taken certifies in writing to the Board facts supporting the official's opinion that a stay would cause imminent peril to life or property. In that case, the proceedings may be stayed only by a restraining order granted by the Board or a court of record on application, after notice to the official, if due cause is shown.

E. The Board shall set a reasonable time for the public appeal hearing, giving public notice thereof by advertisement in a local newspaper not less than ten (10) days prior to the date of said hearing, as well as notice to the parties in interest and all owners of property within two hundred (200) feet of said property and decide the same within a reasonable time. All interested parties may appear in person or by an attorney or agent.

SECTION 2. Authority of Special Exceptions.

The Board of Adjustments may in specific cases, after public notice and public hearing, and subject to appropriate conditions and safeguards, authorize the following special exceptions to the regulations herein established:

1. Permit the reconstruction, extension, or enlargement of a building occupied by a nonconforming use on the lot or tract occupied by such building provided such reconstruction does not prevent the return of such property to a conforming use.
2. Permit such modifications to the height, yard, area, coverage and parking regulations as may be necessary to secure appropriate development of a parcel of land which differs from other parcels in the district by being of such restricted area, shape or slope that it cannot be appropriately developed without such modifications.

SECTION 3. Board Action.

A. The concurring vote of four (4) regular or alternate board members shall be necessary to revise any order, requirement, decision or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under this ordinance or to effect any variance in said ordinance.

B. Any person or persons aggrieved by any decision of the Board of Adjustments or any taxpayer or any officer, department or board of the municipality may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or part, specifying the grounds of the illegality. Such petition shall be presented to the court within ten (10) days after the filing of the decision in the office of the Board.

SECTION 4. Variance Application Procedure.

A. After determination a variance is required an application for a hearing with the Zoning Board of Adjustments will be completed by the applicant. A nonrefundable charge will apply. In the event an item is tabled at the request of the applicant, there will be a renotification fee. Tax receipts will be required.

B. A notice of public hearing stating the date, time, and location of the public meeting to be held. The public hearing notice will be sent to all property owners within two hundred (200') feet of the proposed site and to the local newspaper for advertisement at least ten (10) day prior the public hearing. The agenda will be posted 3 business days in advance.

C. The City staff will visit the site to study adjacent land uses, and traffic characteristics to determine a recommendation for the Board. Locations maps will be provided to the Board.

D. The applicant should attend the public hearing to answer any questions the Board might have. The applicant can bring any documentation that may support his or her request and may speak during the public hearing portion of the meeting. The Chairman will declare the public hearing closed once everyone has spoken and action will be taken on the item.

CHAPTER 17: PLANNING AND ZONING COMMISSION

SECTION 1. Organization.

The City of San Benito Planning and Zoning Commission consists of five (5) regular commission members and one (1) alternate commission member who is appointed by the City Commission and Mayor. Three (3) members for a two-year term, each, and two (2) members and the alternate for a one-year term each. Thereafter upon expiration of each member's term, appointment of a successor reappointment of existing member shall be for a period of two (2) years. Each member shall be both a resident and taxpayer of the City of San Benito. In the event a commission member vacates office during his or her term, the City Commissioner or Mayor who appointed the vacating commission member shall appoint a replacement who shall serve the remaining term of the vacating commission member. The commission shall annually elect from its regular membership a chairman who shall preside at the meetings and vote as a regular member. The commission shall annually elect a vice chairman who shall preside in the absence of the Chairman. A quorum consists of a majority of the commission members. A commission member shall forfeit his or her office if such appointee fails to attend three (3) consecutive regular or scheduled meetings. Commission members are removable for cause by majority of the City Commission upon written charges and after public hearing.

SECTION 2. Powers and Duties.

The powers and duties of the Planning and Zoning Commission shall be to:

A. Hold hearings, conduct investigations, and make recommendations to the City Commission relative to changes and amendments to the Zoning Ordinances of the City of San Benito, Texas.

B. Hold hearings, to conduct investigations and make recommendations to the City Commission relative to the approval of proposed plats or subdivision of land within the city limits of the City of San Benito, Texas and relative to approval of subdivisions within the one (1) mile ETJ, only where city water and sewer are serviced by the City of San Benito, Texas.

C. Hold hearings and conduct investigations and make recommendations to the City Commission relative to future plans and developments of the City of San Benito, Texas. All hearings conducted by the Planning and Zoning Commission relative to proposed changes or amendments to the zoning ordinance of the City of San Benito, and proposed zoning of new additions to the City of San Benito, shall be open to the public and all owners of properties, or the persons rendering the property for city taxes, affected by such proposed zoning changes or amendments or new zoning, and owners of property, or the persons rendering such property for city taxes, located within two hundred (200) feet of any property affected by such proposed zoning changes or amendments or new zoning, shall be given written notice within not less than ten (10) days before any such hearing is held by depositing such notices properly addressed and postage paid, in the United States Mail, setting forth the time and place where such meeting shall be held. Upon the holding of such hearings by the Planning and Zoning Commission, all person entitled to notices as above stated, shall be given an opportunity to present evidence for or against the proposed new zoning and if necessary to permit all persons to be heard, and such hearings may be continued from day to day and from time to time as shall be necessary to give all persons desiring to do so, an opportunity to be heard.

SECTION 3. Action of Planning and Zoning Commission.

A. A majority of the commission members shall constitute a quorum for the transaction of the

business. The affirmative vote of a majority of those attending any meeting at which there is a quorum present shall be necessary to pass any motion, recommendation of the Planning and Zoning Commission. The chairman does not vote except in the event of a tie.

B. All recommendations to the City Commission relative to any matter within the powers and duties of the Planning and Zoning Commission as set forth in this section shall be submitted in writing, which written recommendation shall be included in the minutes of the meeting of the City Commission at which the recommendations are presented. Information on appeal process, refer to Chapter 3Section 5 of this ordinance.

SECTION 4. Rezoning Application Process.

A. After determination a rezoning change is required; an application for a hearing with the Planning and Zoning Commission is completed by the applicant. A nonrefundable charge will apply. In the event an item is tabled at the request of the applicant, there will be a renotification fee. Tax receipts will be required.

B. If a request is for noncontiguous tracts of land or requires two separate actions, it will require two separate applications and fees. In addition, if a tract of land requested to be rezoned is contiguous, but the request is for two or more different classifications of zoning, separate applications and fees will be due for each type of zoning requested.

C. A notice of public hearing stating the date, time, and location of the public meeting to be held. The public hearing notice will be sent to all property owners within 200' of the proposed site and to the local newspaper for advertisement at least ten (10) days prior the public hearing. The agenda will be posted 3 business days in advance.

D. The City staff will visit the site to study adjacent land uses, and traffic characteristics to determine a recommendation for the Planning and Zoning Commission. Locations maps will be provided to the Board.

E. The applicant should attend the public hearing to answer any questions the Planning and Zoning Commission might have. The applicant can bring any documentation that may support his or her request and may speak during the public hearing portion of the meeting. The Chairman will declare the public hearing closed once everyone has spoken and action will be taken on the item.

F. If the Planning and Zoning Commission passes a rezoning request, it will go on for two readings at the next City Commission meeting. The first reading is generally three weeks after approval by the Planning and Zoning Commission, and if the item is approved on the first reading, the second reading will be the next regular City Commission meeting. The entire process takes approximately 8 - 10 weeks from time of submittal to complete.

G. If the Planning and Zoning Commission denies a rezoning request, the decision may be appealed following procedures referenced in Section 3.05 of this ordinance.

SECTION 5. Conditional Use Permit Application Procedure.

A. After determination a conditional use permit is required, an application for a hearing with the Planning and Zoning Commission will be completed by the applicant. A nonrefundable charge will apply. In the event an item is tabled at the request of the applicant, there will be a renotification fee. Tax receipts will be required.

B. A notice of public hearing stating the date, time and location of the public meeting to be held. The public hearing notice will be sent to all property owners within two hundred feet (200') of the proposed site and to the local newspaper for advertisement at least ten (10) days prior to the

public hearing. The agenda will be posted 3 business days in advance.

CHAPTER 18: ENFORCEMENT

SECTION 1. Enforcement.

Any person violating any of the provisions of this ordinance shall, upon a conviction be fined a sum not exceeding $2,000.00; and each and every day that the provisions of this ordinance are violated shall constitute a separate and distinct offense. In addition to the said penalty provided for, the right is hereby conferred and extended upon any property owner owning property in any district, where such property owner may be affected or invaded, by violation of the terms of the ordinance, to bring suit in such court or courts having jurisdiction hereof and obtain such remedies as may be available at law and in equity in the protection of the rights of such property owners.

Saving Clause: If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

All rights or remedies of the City are expressly saved as to any and all violations of previous zoning ordinances and amendments.

To such violations, the City and Courts shall have all the powers that existed prior to the effective date of this ordinance. All existing violations of previous zoning regulations shall not become legal nonconforming uses under this ordinance in the same manner that violations of prior zoning ordinances, amendments, and regulations.

CHAPTER 19: REPEAL OF CONFLICTING ORDINANCES; EFFECTIVE DATE

SECTION 1. Repeal of Conflicting Ordinances; Effective Date.

All ordinances or part of ordinances in conflict or inconsistent with any of the provisions of this Ordinance are hereby repealed as they are in conflict with the provisions and as necessary to give this Ordinance full force and effect.

This ordinance shall take force and effect from and after its passage and publication as required by City Charter.

Any and all related ordinances passed after the effective date of this ordinance shall be attached hereto.

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2252-AZ-031726, a request to rezone properties located at 1010 and 1020 Ratliff Street bearing a Legal Description of: Being Lot One (1) Two (2) and Three (3) Block One Emma Porter Estates San Benito, Cameron County, Texas according to the Plat thereof recorded in Cabinet 1, Page 848-A, Map Records of Cameron County, Texas from HI "Heavy Industry" to C-2 "Commercial General Retail Business". Applicant: Charles Ratliff.

RECOMMENDATION:
First Reading, No Action.

RATIONALE:
The applicant is requesting to rezone the property from HI "Heavy Industry" to C-2 "Commercial General Retail Business." Two of the lots currently contain existing residential structures, which are not permitted under the HI "Heavy Industry" zoning designation. Additionally, under the current HI zoning, property owners face limitations in obtaining building permits for structural renovations without approval from the Zoning Board of Adjustment.

Rezoning the property to a commercial classification that allows residential use would enable the owners to obtain necessary permits for renovations. This change would also eliminate higher-impact industrial uses, replacing them with less intensive commercial uses while accommodating residential structures. Overall, this represents a downzoning in terms of potential impacts, promotes land use compatibility, and provides greater protection for the existing residential structures on the subject lots.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS:
Application
Location Map
Survey
Zoning Map
Land Use Chart
Future Land Use Map

PREPARED BY: Monica L. Rodriguez
Planning Manager

02/25/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

SAN BENITO
THE SOUL OF SOUTH TEXAS

PLANNING DEPARTMENT

400 N. Travis Street
San Benito, TX 78586

(956) 361-3800 (ph.)
(956) 361-3810 (fax)

APPLICATION FOR REZONING

Permit #074391

APPLICANT INFORMATION (Please **PRINT** or **TYPE**)

Name Charles H Ratliff

Address 1020 Ratliff St.

City San Benito State TX. Zip 78586

Phone No. [redacted] Fax No. _____

E-mail [redacted]

PROPERTY INFORMATION (Please **PRINT** or **TYPE**)

Owner of Property Charles H. Ratliff

Address of Property 1010 & 1020 Ratliff St

City San Benito State TX. Zip 78586

Legal Description of Property: Lot 1, 2, 3, Block I

Subdivision Emma Porter Estates

Existing Zoning H I Proposed Zoning C-1

Existing Land Use Residencial & Agricultural Proposed Land Use Residencial & Agricultural

REQUIREMENTS

~$350.00 (non-refundable)

~Survey and Metes & Bounds / Recorded Plat

~Tax Certificates (City, School)

~Warranty Deed

Please provide a basic description of the proposed project: Reverting zoning to reflect current use.

I hereby certify that I have read and examined this application and know the same to be true and correct.

If any of the information provided on this application is incorrect, the permit or approval may be revoked.

Applicant's Signature [redacted] Date 12/10/2025

Property Owner(s) Signature [redacted] Date 12/10/2025

RECEIVED
DATE: JAN 12 2025
BY:

Revised 10/8/25



SAN BENITO
THE SOUL OF SOUTH TEXAS

GIS Map Disclaimer:
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to verify the usability of the information. City of San Benito and software developers assume no legal responsibility for the information on these maps.

Drawn by: KC

Location Map
Ratliff St.
Rezone from HI to C-2

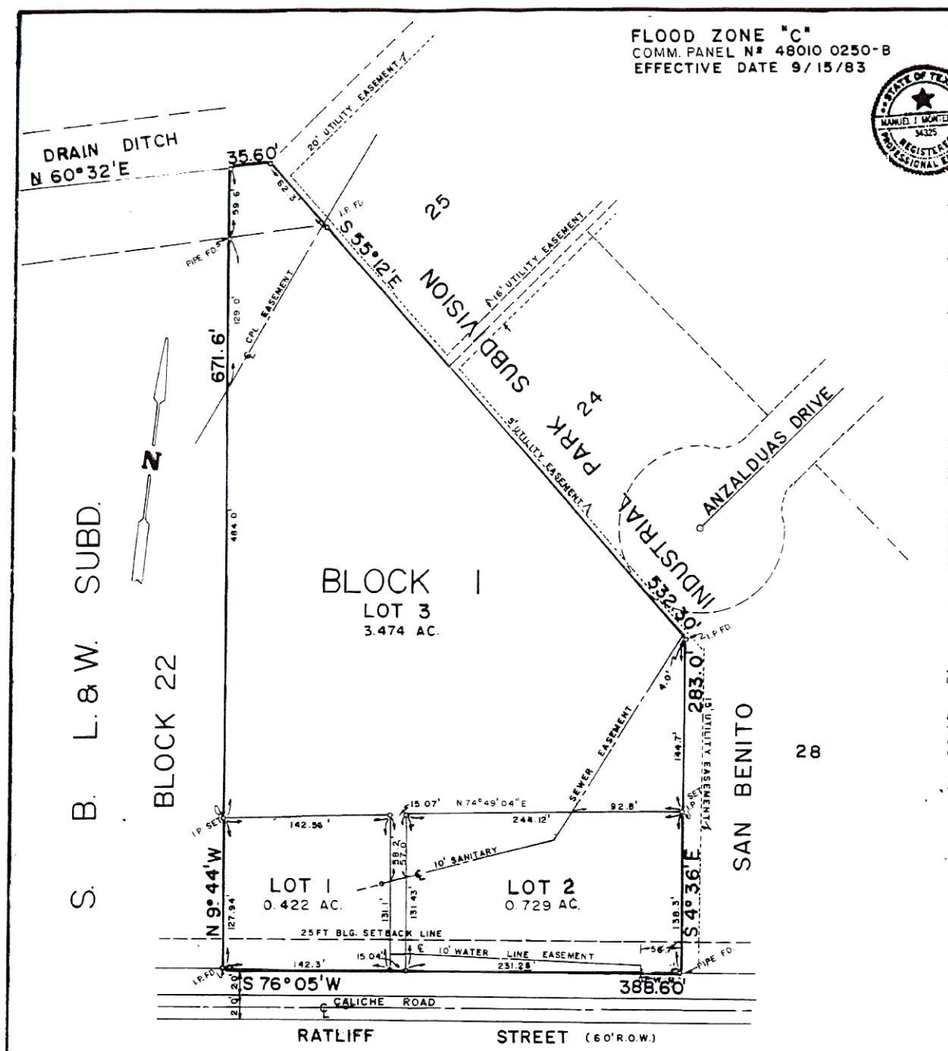
N

100 50 0
Miles

Legend

- PROPERTY LINES
- CCAD_COSB_PARCELS
- STREETS

FLOOD ZONE "C"
COMM. PANEL Nº 48010 0250-B
EFFECTIVE DATE 9/15/83



ENGINEER'S CERTIFICATE:

I, MANUEL J. MONTEMAYOR Registered Professional Engineer and Registered Public Surveyor, do hereby certify that this is a true and correct map of "EMMA PORTER SUBIN" Cameron County, Texas.

All Measurements are in feet and decimals thereof.

01/17/89
Date

[redacted]
MANUEL J. MONTEMAYOR
REG. PROFESSIONAL ENGINEER # 34325
REG. PUBLIC SURVEYOR # 2977

APPROVED: [redacted] ATTEST: [redacted] 2.07.89
MAYOR, CITY OF SAN BENITO — CITY SECRETARY — DATE

APPROVED: [redacted] 02.07.89
CITY MANAGER, CITY OF SAN BENITO, TEXAS — DATE

APPROVED: [redacted] 1/19/89
SECRETARY, CITY PLANNING & ZONING [redacted] — DATE

APPROVED: [redacted] 1/19/89
CITY PLANNER & ZONING ADMINISTRATOR [redacted] — DATE

STATE OF TEXAS
COUNTY OF CAMERON

We the udersigned owners of the land shown on the map and designated Herein as" EMMA PORTER ESTATE " To the County of Cameron, Texas, and whose names are subscribed hereby dedicate to the use of public forever, all streets, alleys, parks, water courses, drains, easements,and public places thereon shown for the purpose and consideration therein expressed.

[redacted]

STATE OF TEXAS
COUNTY OF CAMERON

Before me the udersigned authority, on this day personally appeared EMMA PORTER ESTATE known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein stated.

Given under my hand and seal of office this 16 day of January 1989.

[redacted]
NOTARY PUBLIC IN AND FOR
CAMERON COUNTY, TEXAS
MY COMMISSION EXPIRES 11-20-90

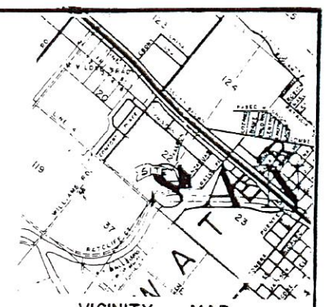
STATE OF TEXAS
COUNTY OF CAMERON

I, Joe G. Rivera, Clerk of the Court in and for said County, do hereby certify that the foregoing instrument dated the 16th day of January, 1989, with its certificate of authentication was filed in my office the 10th day of March, 1989 at 9:35 o'clock A M., in Cabinet 4, Page 848 A of the Map Records of said County.

Witness my hand and seal of office in Brownsville, Texas, the day and year last above written.

[redacted]
Joe G. Rivera, County Clerk
Cameron County, Texas

BY: [redacted]
Deputy



PLAT OF

EMMA PORTER ESTATES

BEING

4.625 ACRES OUT OF BLOCK 22
SAN BENITO LAND AND
WATER COMPANY SUBDIVISION
(VOL. 1 PG. 6, M/R)
CONCEPCION DE CARRICITOS
CAMERON COUNTY, TEXAS

PLATTED FOR: EMMA PORTER

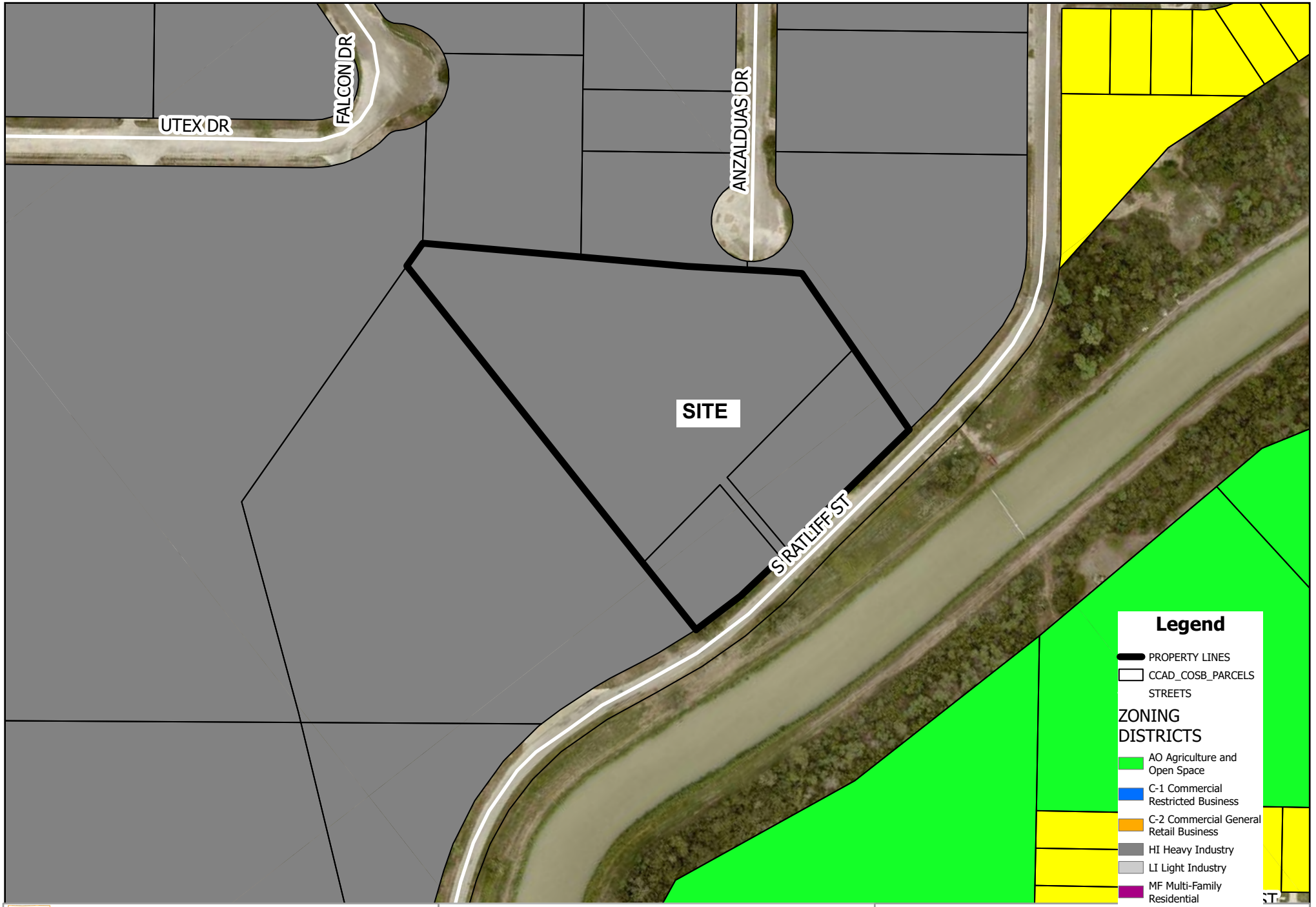
SCALE: 1" = 60' DECEMBER 29, 1988

MONTEMAYOR HANSEN & ASSOCIATES, INC.
CONSULTING ENGINEERS
281 S. SAM HOUSTON P.O. BOX 1888
SAN BENITO, TEXAS 78586
SAN BENITO 399-3321
BROWNSVILLE 546-0671

MH- 2084

RB 3/3/89

RECEIVED
BY: LH DATE:
JAN 12 2025



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

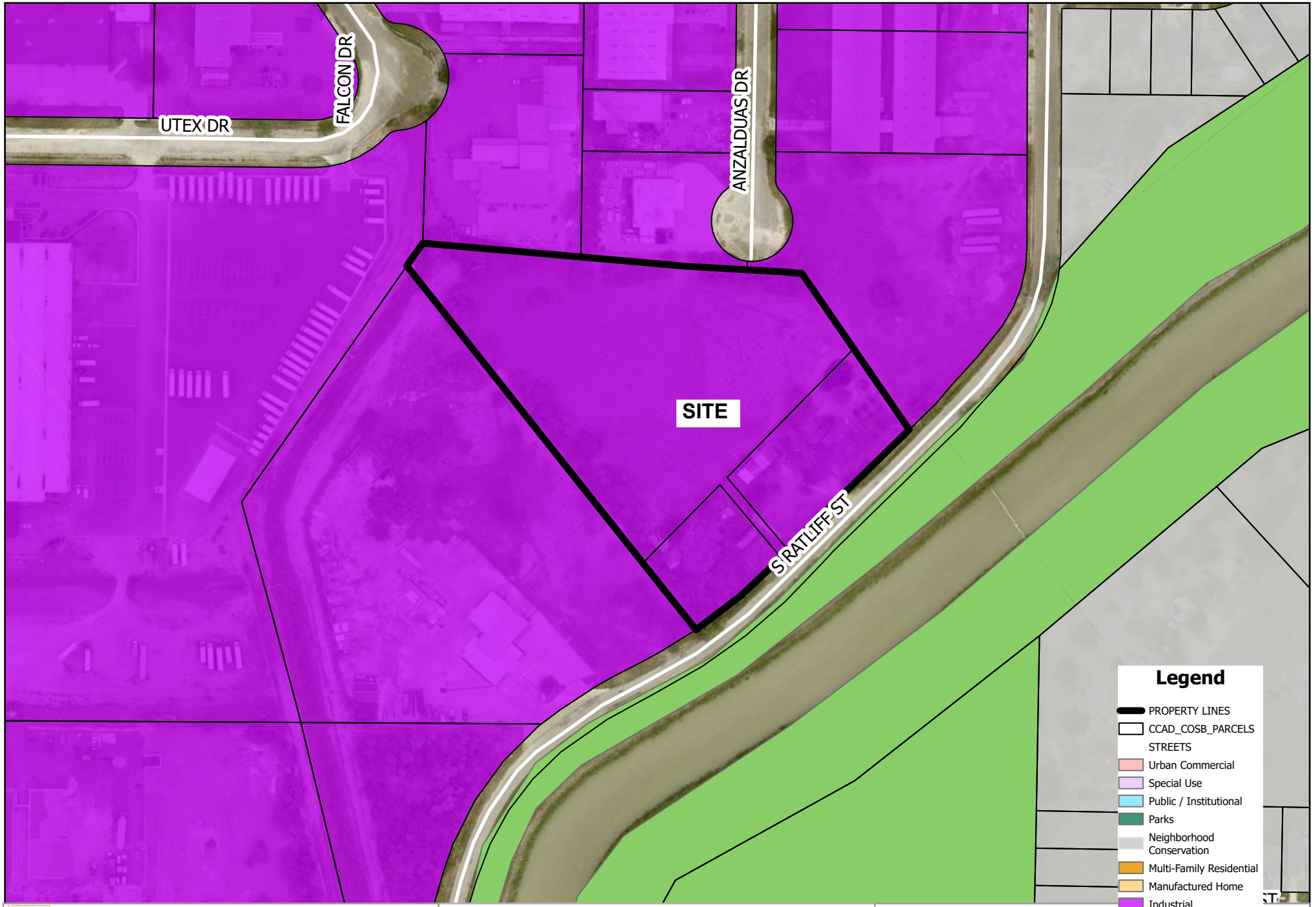
Zoning Map
Ratliff St.
Rezone from HI to C-2

RESIDENTIAL USES

X	Permitted by Right
C	Conditional Use Permit Required
	Not Allowed

Zoning Classifications	A-O	SF-1	SF-2	MF	MH	OP	NS	C-1	C-2	LI	HI	PDD	C/P
Single-Family Dwelling	X	X	X	X	X	X	X	X	X			X	C
Double Family Dwelling/ Duplex			X	X			X	X	X			X	C
Multi-Family Dwelling				X			X	X	X			X	C
Mobile Home					X							C	C
Recreational Vehicle Campground					X							C	C
Recreational Vehicle		*	*	*	X	*	*	*	*	*	*	C	C
Garden Home/Patio Homes		C	C	X	X	X	X	X				X	C
Townhouses		C	C	X			X	X				X	C
Condominium		C	C	X			X	X				X	C

* For Storage Purposes Only



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THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Future Land Use Map
Ratliff St.
Rezone from HI to C-2

ORDINANCE NUMBER 2252-AZ-031726

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 2252 AND AMENDING THE ZONING MAP OF THE CITY OF SAN BENITO TO CHANGE THE ZONING OF A PROPERTY BEARING A LEGAL DESCRIPTION OF: BEING LOT ONE (1), TWO (2), AND THREE (3), BLOCK ONE, EMMA PORTER ESTATES, SAN BENITO, CAMERON COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET 1, PAGE 848-A, MAP RECORDS OF CAMERON COUNTY, TEXAS, FROM HI "HEAVY INDUSTRY" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS".

WHEREAS, the rezone is consistent with the city's land use plan as set-forth in the land use map that is a part of the city's zoning ordinance, and consistent with the city's intentions of allowing and encouraging residential development that generates property taxes and water and sewer revenues; and

WHEREAS, the rezone is adopted by this ordinance after a hearing at which the public was given the opportunity to give testimony and present written evidence, and the City Planning and Zoning Commission has reviewed the rezone request; and all other legal requirements have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

SECTION I. ADOPTION

The zoning district classification of the property bearing a legal description of: : Being Lot One (1) Two (2) and Three (3) Block One Emma Porter Estates San Benito, Cameron County, Texas according to the Plat thereof recorded in Cabinet 1, Page 848-A, Map Records of Cameron County, Texas from HI "Heavy Industry" to C-2 "Commercial General Retail Business".

SECTION II. EFFECTIVE DATE

This ordinance shall be effective upon its passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the **3rd** day of **March, 2026**.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, **17th** day of **March, 2026**.

CITY OF SAN BENITO, TEXAS

_____

Honorable Ricardo Guerra
Mayor

ATTEST:

_____

Ruth A. McGinnis
City Secretary

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2252-BA-031726, a request to rezone a property located at 762 East Otho Street bearing a Legal Description of: Lot Twelve (12) Block Four (4) Third Addition to the City of San Benito, Cameron County, Texas according to the Map or said Addition recorded in Volume 2, Page 5 of the Map Records of Cameron County, Texas from SF-1 "Single Family One" to C-2 "Commercial General Retail Business". Applicant: Alma Delia Cantu.

RECOMMENDATION:
First Reading, No Action.

RATIONALE:
The applicant is requesting to rezone the property from SF-1 "Single Family One" to C-2 "Commercial General Retail Business" for commercial use.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS:
Application
Future Land Use Map
Location Map
Survey
Zoning Map
Ordinance 2252-BA-031726

PREPARED BY: Monica L. Rodriguez

Planning Manager

02/25/2026
Date

Fred R. Sandoval
Fred Sandoval

City Manager

SAN BENITO
THE SOUL OF SOUTH TEXAS

PLANNING DEPARTMENT

400 N. Travis Street
San Benito, TX 78586

(956) 361-3800 (ph.)
(956) 361-3810 (fax)

APPLICATION FOR REZONING

Permit #074371

APPLICANT INFORMATION (Please **PRINT** or **TYPE**)

Name Alma Delia Cantu

Address [redacted]

City San Benito State TX, ~~TX~~ Zip 78586

Phone No. [redacted] Fax No. _____

E-mail [redacted]

PROPERTY INFORMATION (Please **PRINT** or **TYPE**)

Owner of Property Alma Cantu

Address of Property 762 OTho St

City San Benito State TRXas Zip 78586

Legal Description of Property: Lot 12, Block 4

Subdivision Addition To The city of San Benito,

Existing Zoning SF1 Proposed Zoning Comercia 2

Existing Land Use _____ Proposed Land Use _____

REQUIREMENTS

~$350.00 (non-refundable)

~Survey and Metes & Bounds / Recorded Plat

~Tax Certificates (City, School)

~Warranty Deed

Please provide a basic description of the proposed project: Barber Shop. Stylist

I hereby certify that I have read and examined this application and know the same to be true and correct.
If any of the information provided on this application is incorrect, the permit or approval may be revoked.

Applicant's Signature [redacted] Date 1-9-26

Property Owner(s) Signature _____ Date _____

RECEIVED
BY: DATE: JAN 09 2026

Revised 10/8/25

SAN BENITO
MUNICIPAL BUILDING
401 NORTH SAM HOUSTON BL
SAN BENITO, TX 78586
956-361-3804

01/09/2026 15:56

Sale

Trans #: 1 Batch #: 1

MASTERCARD CHIP
**********9274 **/**

BASE AMT: $350.00

ADMIN FEE $14.00
TOTAL AMT: $364.00

Resp: AUTH/TKT 699512
Code: 699512
Ref #: MDJDRBTOU0109

App Name: Mastercard Debit
AID: A0000000041010
TVR: 0000008000
TSI: E800

Cardholder acknowledges receipt of goods and obligations set forth by the cardholder's agreement with issuer.

X _____
CANTU/ALMA

MERCHANT COPY



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Future Land Use Map
762 E. Otho St.
Rezone from SF-1 to C-2



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Location Map
762 E. Otho St.
Rezone from SF-1 to C-2

N

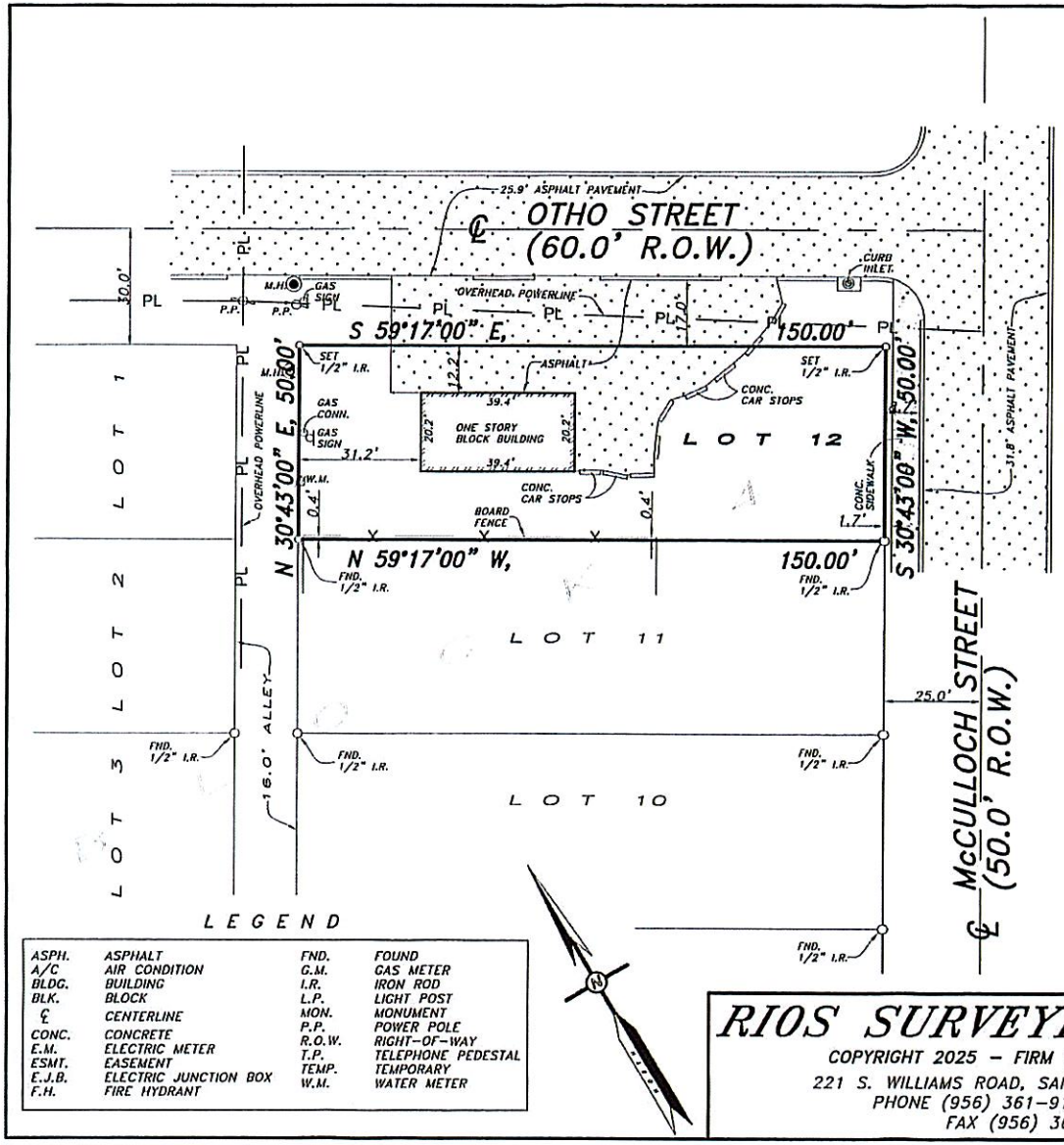
100 50 0 Miles

Legend

PROPERTY LINES
CCAD_COSB_PARCELS
STREETS

MAP OF SURVEY

LOT TWELVE (12), BLOCK FOUR (4), THIRD ADDITION TO THE CITY OF SAN BENITO, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OF SAID ADDITION RECORDED IN VOLUME 2, PAGE 5, MAP RECORDS, CAMERON COUNTY, TEXAS.



1. THIS AREA LIES IN FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD), AS SCALED PER FIRM COMMUNITY PANEL NUMBER: 48029C0355F, EFFECTIVE DATE: 09/29/2010.
2. ALL BEARINGS ARE BASED ON THE MAP OF THIRD ADDITION TO THE CITY OF SAN BENITO, CAMERON COUNTY, TEXAS, AS RECORDED IN VOLUME 2, PAGE 5, MAP RECORDS OF CAMERON COUNTY, TEXAS.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. EASEMENTS AND RESTRICTIONS MAY EXIST WHICH ARE NOT SHOWN HEREON.
4. BUILDING SETBACKS SHALL COMPLY WITH THE CITY OF SAN BENITO ZONING ORDINANCE.

SURVEYED FOR:
ALMA CANTU

STATE OF TEXAS
REGISTERED
FRANCISCO RIOS
4642
PROFESSIONAL LAND SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND ON DECEMBER 29, 2025 BY MEN WORKING UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS OR VISIBLE EASEMENTS ON SAID PROPERTY EXCEPT AS SHOWN HEREON. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B CONDITION II SURVEY.

FRANCISCO RIOS
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 4642

LEGEND

ASPH.	ASPHALT	FND.	FOUND
A/C	AIR CONDITION	G.M.	GAS METER
BLDG.	BUILDING	I.R.	IRON ROD
BLK.	BLOCK	L.P.	LIGHT POST
℄	CENTERLINE	MON.	MONUMENT
CONC.	CONCRETE	P.P.	POWER POLE
E.M.	ELECTRIC METER	R.O.W.	RIGHT-OF-WAY
ESMT.	EASEMENT	T.P.	TELEPHONE PEDESTAL
E.J.B.	ELECTRIC JUNCTION BOX	TEMP.	TEMPORARY
F.H.	FIRE HYDRANT	W.M.	WATER METER

RIOS SURVEYING, L.L.C.
COPYRIGHT 2025 - FIRM NO. 10117600
221 S. WILLIAMS ROAD, SAN BENITO, TEXAS 78586
PHONE (956) 361-9179 / 361-1853
FAX (956) 361-9254

DATE : 1-7-2026	2025-1212
SCALE : 1"=30'	JOHN

RECEIVED
BY: _____ DATE: _____
JAN 09 2025



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Zoning Map
762 E. Otho St.
Rezone from SF-1 to C-2

ORDINANCE NUMBER 2252-BA-031726

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 2252 AND AMENDING THE ZONING MAP OF THE CITY OF SAN BENITO TO CHANGE THE ZONING OF A PROPERTY BEARING A LEGAL DESCRIPTION OF: LOT TWELVE (12) BLOCK FOUR (4) THIRD ADDITION TO THE CITY OF SAN BENITO, CAMERON COUNTY, TEXAS ACCORDING TO THE MAP OF SAID ADDITION RECORDED IN VOLUME 2, PAGE 5 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS FROM SF-1 "SINGLE FAMILY ONE" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS".

WHEREAS, the rezone is consistent with the city's land use plan as set-forth in the land use map that is a part of the city's zoning ordinance, and consistent with the city's intentions of allowing and encouraging residential development that generates property taxes and water and sewer revenues; and

WHEREAS, the rezone is adopted by this ordinance after a hearing at which the public was given the opportunity to give testimony and present written evidence, and the City Planning and Zoning Commission has reviewed the rezone request; and all other legal requirements have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

SECTION I. ADOPTION

The zoning district classification of the property bearing a legal description of: : Lot Twelve (12) Block Four (4) Third Addition to the City of San Benito, Cameron County, Texas according to the Map or said addition recorded in Volume 2, Page 5 of the Map Records of Cameron County, Texas from SF-1 "Single Family One" to C-2 "Commercial General Retail Business".

SECTION II. EFFECTIVE DATE

This ordinance shall be effective upon its passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the **3rd** day of **March, 2026**.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, **17th** day of **March, 2026**.

CITY OF SAN BENITO, TEXAS

_____

Honorable Ricardo Guerra
Mayor

ATTEST:

_____

Ruth A. McGinnis
City Secretary

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2252-BB-031726, a request to rezone a property located at 1123 East Eighth Street bearing a Legal Description of: Being 10.0-acre tract of land out of Block 27, San Benito Land and Water Company Subdivision, Cameron County, Texas as per map thereof recorded in Volume 1, Page 6, Map Records, Cameon County, Texas, and further being out of certain 20.00 acre tract recorded in Volume 14147, Page 159, Official records, Cameron County, Texas from AO "Agriculture and Open Space" to C-2 "Commercial General Retail Business". Applicants: Francisco and Miriam Galindo.

RECOMMENDATION:
First Reading. No Action.

RATIONALE:
The applicants are requesting to rezone the property from AO "Agriculture and Open Space" to C-2 "Commercial General Retail Business" for residential/commercial use. While the current AO "Agriculture and Open Space" zoning permits single family residential development, there are no properties zoned commercial in this area.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS:
Application
Location Map
Survey
Zoning Map
Land Use Chart
Future Land Use Map
Ordinance 2252-BB-031726

PREPARED BY: Monica L. Rodriguez

_____ 02/25/2026
Planning Manager Date

Fred R. Sandoval
Fred Sandoval
City Manager

SAN BENITO
THE SOUL OF SOUTH TEXAS
PLANNING DEPARTMENT

400 N. Travis Street
San Benito, TX 78586

(956) 361-3800 (ph.)
(956) 361-3810 (fax)

APPLICATION FOR REZONING

Permit #074400

APPLICANT INFORMATION (Please PRINT or TYPE)

Name Francisco and Miriam Galindo

Address [redacted]

City Brownsville State Texas Zip 78521

Phone No. [redacted] Fax No. _____

E-mail [redacted]

PROPERTY INFORMATION (Please PRINT or TYPE)

Owner of Property Francisco and Miriam Galindo

Address of Property 1123 E. Eight Street

City San Benito State Texas Zip 78586

Legal Description of Property: Lot _____, Block _____

Subdivision _____

Existing Zoning AO - Agricultural Proposed Zoning C-2 Commercial General

Existing Land Use Agricultural Native Brush Proposed Land Use Residential / Commercial

REQUIREMENTS

~$350.00 (non-refundable)

~Survey and Metes & Bounds / Recorded Plat

~Tax Certificates (City, School)

~Warranty Deed

Please provide a basic description of the proposed project:

This property is currently zoned AO-Agricultural but cannot be used for its intended purposes because there is no longer access to irrigation water. The intent is to subdivide this property into residential and commercial lots.

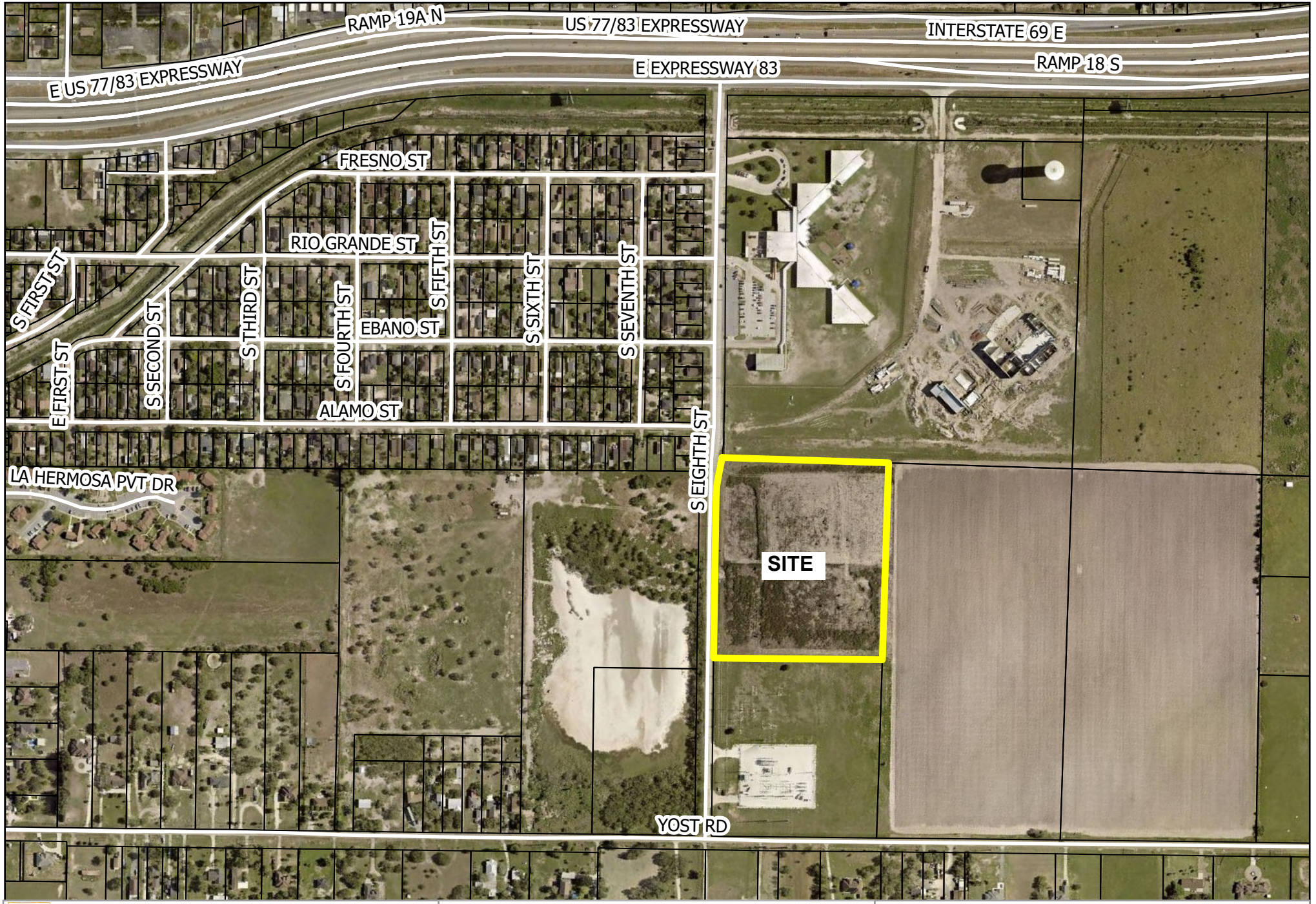
I hereby certify that I have read and examined this application and know the same to be true and correct.

If any of the information provided on this application is incorrect, the permit or approval may be revoked.

Applicant's Signature [redacted] Date 1-12-2026

Property Owner(s) Signature [redacted] Date 1-12-2026

Revised 10/8/25



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THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Location Map
1123 E. Eighth St.
Rezone from AO to C-2

N

100 50 0
Miles

Legend

- PROPERTY LINES
- CCAD_COSB_PARCELS
- STREETS

RIOS SURVEYING L.L.C.
FIRM NO. 10117600
221 S. WILLIAMS ROAD
SAN BENITO, TEXAS 78586
(956) 361-9179, FAX (956) 361-9254

METES AND BOUNDS DESCRIPTION
10.00 ACRES
CAMERON COUNTY, TEXAS.

Being a 10.00 acre tract of land out of Block Twenty Seven (27), of the San Benito Land and Water Company Subdivision, as recorded in Volume 1, Page 6 of the Map Records of Cameron County, Texas, and further being out of a certain 20.00 acre tract recorded in Volume 14147, Page 159 of the Official Records, Cameron County, Texas; Said 10.00 acre tract being more particularly described as follows:

COMMENCING at a ½ inch iron rod found on the intersection of the centerline of Yost Road (40.00 feet of Right of Way) and the centerline of 8th Street (40.00 feet of Right of Way), being the Southwest corner of a certain 10.000 acre tract recorded under Document Number 2019-24839 of the Official Records of Cameron County, Texas, and of said Block 27;

THENCE, along the centerline of said 8th Street and the West line of said 10.000 acre tract and of said Block 27, North 30 degrees 43 minutes 00 seconds East, a distance of 660.00 feet to a nail found for the Northwest corner of said 10.000 acre tract, and for the POINT OF BEGINNING and the Southwest corner of the herein described tract;

THENCE, continuing along the centerline of said 8Th Street and the West line of said Block 27, North 30 degrees 43 minutes 00 seconds East, a distance of 660.00 feet to a point for the Southwest corner of the San Benito C.I.S.D. Subdivision No. 2, recorded in Cabinet 1, Slot 1491-B of the Map Records of Cameron County, Texas, and for the Northwest corner of the herein described tract;

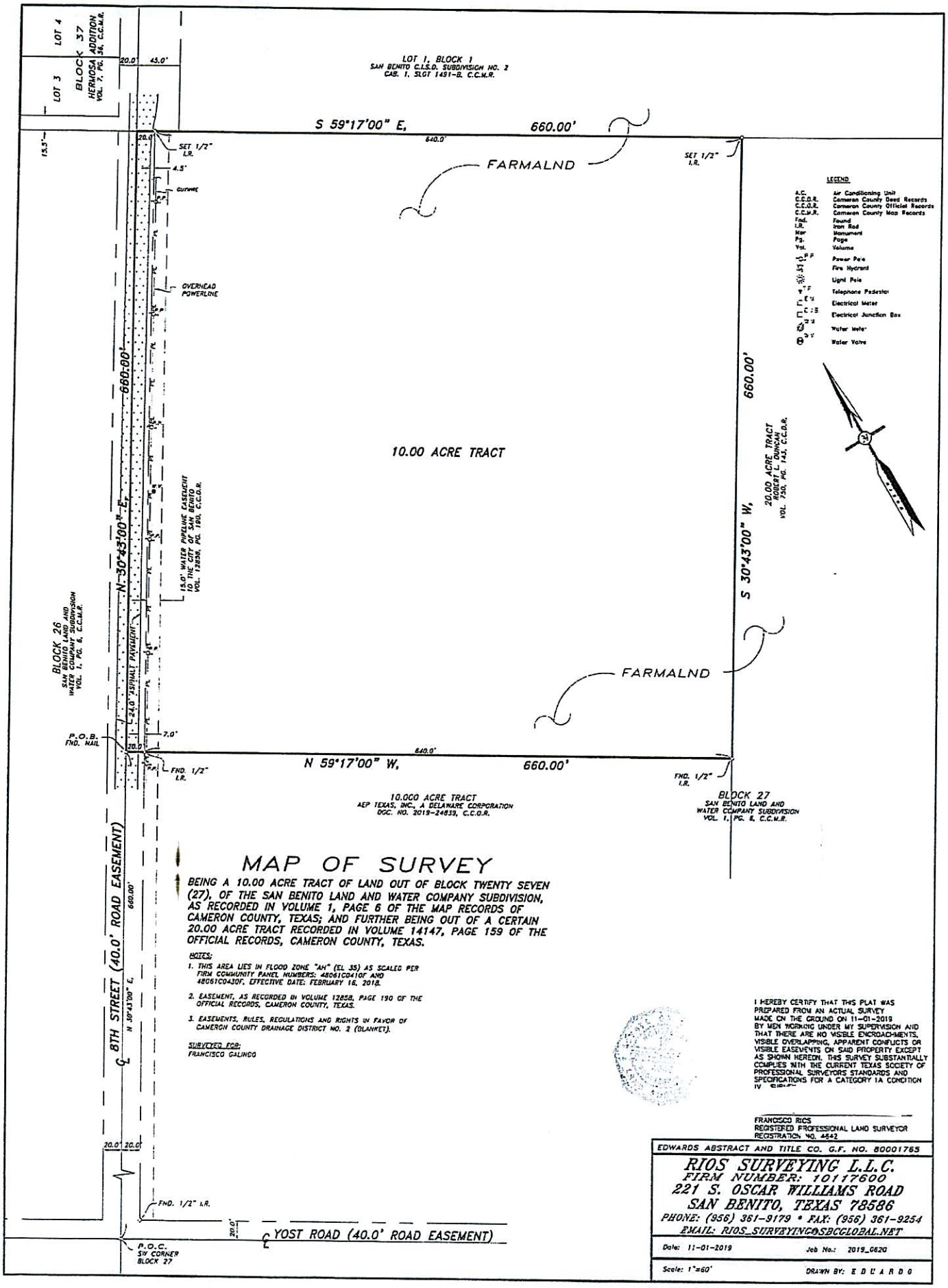
THENCE, departing the centerline of said 8th Street and the West line of said Block 27, South 59 degrees 17 minutes 00 seconds East, along the South line of said San Benito C.I.S.D. Subdivision No. 2, at a distance of 20.00 feet passing a ½ inch iron rod set for reference on the East Right of Way line of said 8th Street, and continuing in all a total distance of 660.00 feet to a ½ inch iron rod set for the Northwest corner of a certain 20.00 acre tract recorded in Volume 750, Page 143 of the Deed Records of Cameron County, Texas, and for the Northeast corner of the herein described tract;

THENCE, departing the South line of said San Benito C.I.S.D. Subdivision No. 2, South 30 degrees 43 minutes 00 seconds West, along the West line of said 20.00 acre tract, a distance of 660.00 feet to a ½ inch iron rod found for the Northeast corner of the aforementioned 10.000 acre tract, and for the Southeast corner of the herein described tract;

THENCE, departing the West line of said 20.00 acre tract, North 59 degrees 17 minutes 00 seconds West, along the North line of said 10.000 acre tract, at a distance of 640.00 feet passing a ½ inch iron rod found for reference on the East Right of Way line of the aforementioned 8th Street, and continuing in all a total distance of 660.00 feet to the POINT OF BEGINNING and containing 10.00 acres of land.

Compiled by: E.M.
Date: November 04, 2019
Job No.: 2019_0620.





MAP OF SURVEY

BEING A 10.00 ACRE TRACT OF LAND OUT OF BLOCK TWENTY SEVEN (27), OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS; AND FURTHER BEING OUT OF A CERTAIN 20.00 ACRE TRACT RECORDED IN VOLUME 14147, PAGE 159 OF THE OFFICIAL RECORDS, CAMERON COUNTY, TEXAS.

NOTES:

1. THIS AREA LIES IN FLOOD ZONE "AH" (EL 35) AS SCALED PER FIRM COMMUNITY PANEL NUMBERS: 48061C0410F AND 48061C0430F, EFFECTIVE DATE: FEBRUARY 16, 2018.
2. EASEMENT, AS RECORDED IN VOLUME 12858, PAGE 190 OF THE OFFICIAL RECORDS, CAMERON COUNTY, TEXAS.
3. EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF CAMERON COUNTY DRAINAGE DISTRICT NO. 2 (BLANKET).

SURVEYED FOR:
FRANCISCO GALINDO

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND ON 11-01-2019 BY MEN WORKING UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS OR VISIBLE EASEMENTS ON SAID PROPERTY EXCEPT AS SHOWN HEREON. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A CONDITION IV

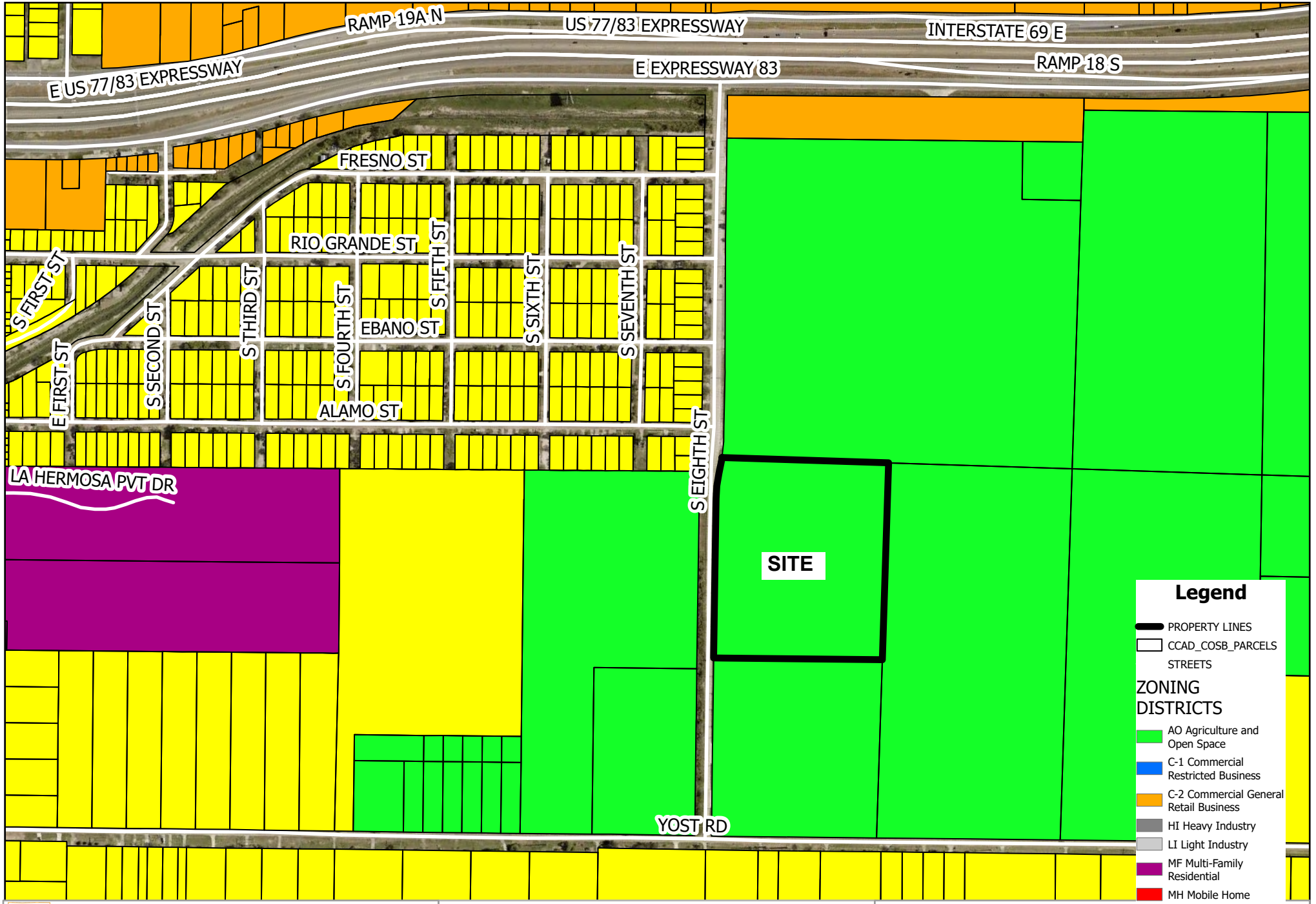
FRANCISCO RIOS
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 4542

EDWARDS ABSTRACT AND TITLE CO. G.F. NO. 80001765

RIOS SURVEYING L.L.C.
FIRM NUMBER: 10117600
221 S. OSCAR WILLIAMS ROAD
SAN BENITO, TEXAS 78586
PHONE: (956) 361-9179 • FAX: (956) 361-9254
EMAIL: RIOS_SURVEYING@SBCGLOBAL.NET

Date: 11-01-2019 Job No.: 2019_0620

Scale: 1"=60' DRAWN BY: E D U A R D O



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

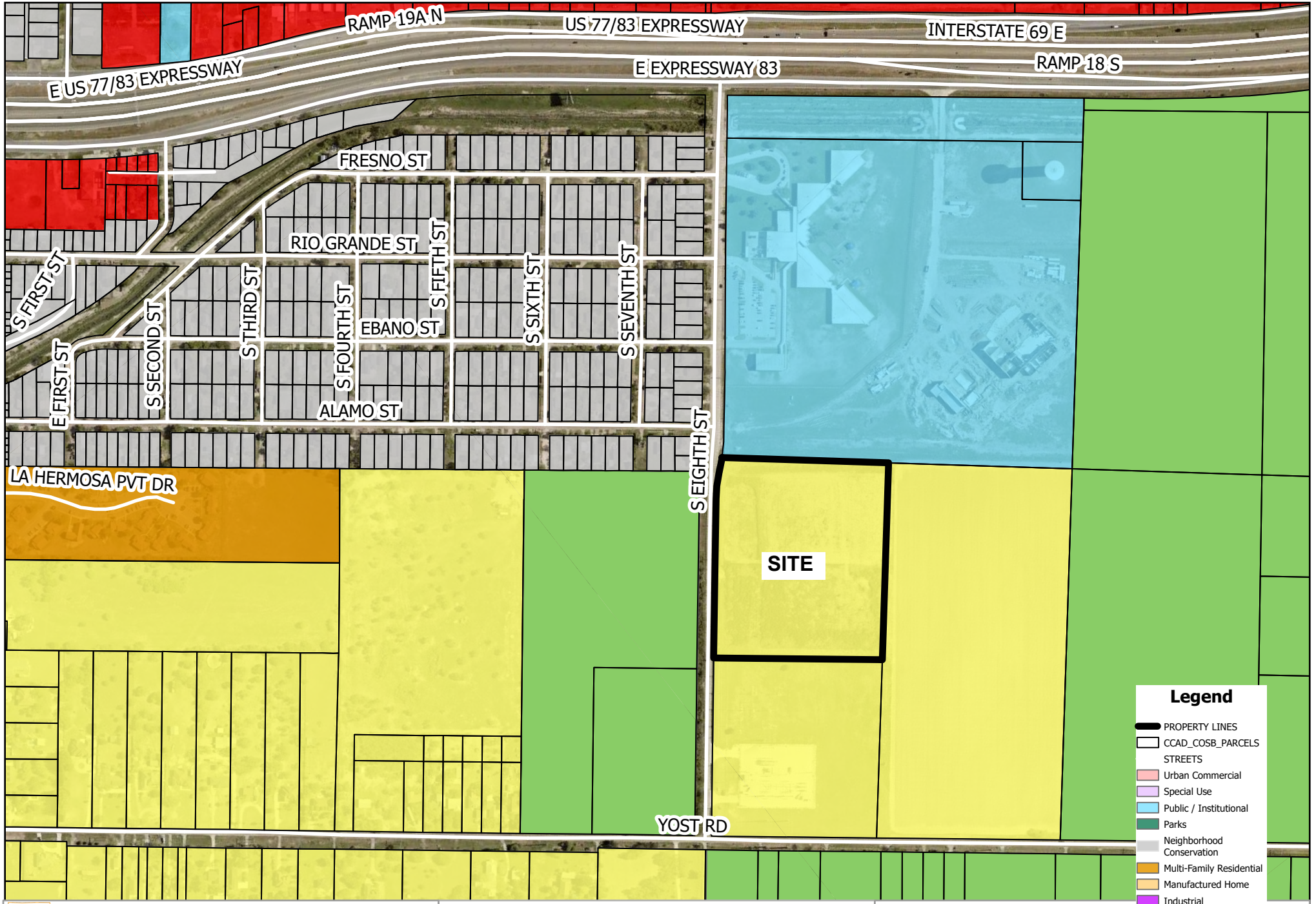
Zoning Map
1123 E. Eighth St.
Rezone from AO to C-2

RESIDENTIAL USES

X	Permitted by Right
C	Conditional Use Permit Required
	Not Allowed

Zoning Classifications	A-O	SF-1	SF-2	MF	MH	OP	NS	C-1	C-2	LI	HI	PDD	C/P
Single-Family Dwelling	X	X	X	X	X	X	X	X	X			X	C
Double Family Dwelling/ Duplex			X	X			X	X	X			X	C
Multi-Family Dwelling				X			X	X	X			X	C
Mobile Home					X							C	C
Recreational Vehicle Campground					X							C	C
Recreational Vehicle		*	*	*	X	*	*	*	*	*	*	C	C
Garden Home/Patio Homes		C	C	X	X	X	X	X				X	C
Townhouses		C	C	X			X	X				X	C
Condominium		C	C	X			X	X				X	C

* For Storage Purposes Only



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Future Land Use Map
1123 E. Eighth St.
Rezone from AO to C-2

ORDINANCE NUMBER 2252-BB-031726

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 2252 AND AMENDING THE ZONING MAP OF THE CITY OF SAN BENITO TO CHANGE THE ZONING OF A PROPERTY BEARING A LEGAL DESCRIPTION OF: BEING A 10.0-ACRE TRACT OF LAND OUT OF BLOCK 27, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, CAMERON COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS, CAMERON COUNTY, TEXAS, AND FURTHER BEING OUT OF A CERTAIN 20.00-ACRE TRACT RECORDED IN VOLUME 14147, PAGE 159, OFFICIAL RECORDS, CAMERON COUNTY, TEXAS, FROM AO "AGRICULTURE AND OPEN SPACE" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS".

WHEREAS, the rezone is consistent with the city's land use plan as set-forth in the land use map that is a part of the city's zoning ordinance, and consistent with the city's intentions of allowing and encouraging residential development that generates property taxes and water and sewer revenues; and

WHEREAS, the rezone is adopted by this ordinance after a hearing at which the public was given the opportunity to give testimony and present written evidence, and the City Planning and Zoning Commission has reviewed the rezone request; and all other legal requirements have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

SECTION I. ADOPTION

The zoning district classification of the property bearing a legal description of: Being 10.0-acre tract of land out of Block 27, San Benito Land and Water Company Subdivision, Cameron County, Texas as per map thereof recorded in Volume 1, Page 6, Map Records, Cameon County, Texas, and further being out of certain 20.00 acre tract recorded in Volume 14147, Page 159, Official records, Cameron County, Texas from AO "Agriculture and Open Space" to C-2 "Commercial General Retail Business".

SECTION II. EFFECTIVE DATE

This ordinance shall be effective upon its passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the **3rd** day of **March, 2026**.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, **17th** day of **March, 2026**.

CITY OF SAN BENITO, TEXAS

_____

Honorable Ricardo Guerra
Mayor

ATTEST:

_____

Ruth A. McGinnis
City Secretary

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2252-BC-031726, a request to rezone a property located at 351 Cesar Gonzalez Parkway bearing a Legal Description of: Being 5.01 acres of land out of the Southwest 10.0 acres out of the Southeast One-Quarter of Block 6, San Benito Land and Water Company Subdivision, according to Map recorded in Volume 1, Page 6, Map Records, Concepcion De Carricitos Grant, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business". Applicant: Ovidio De La Fuente III.

RECOMMENDATION:
First Reading, No Action.

RATIONALE:
The applicant is requesting to rezone the property from LI "Light Industry" to C-2 "Commercial General Retail Business" for residential/commercial use.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS:
Application
Location Map
Survey
Zoning Map
Future Land Use Map
Ordinance 2252-BC-031726

PREPARED BY: Monica L. Rodriguez

Planning Manager

02/25/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager

SAN BENITO
THE SOUL OF SOUTH TEXAS
PLANNING DEPARTMENT

400 N. Travis Street
San Benito, TX 78586

(956) 361-3800 (ph.)
(956) 361-3810 (fax)

APPLICATION FOR REZONING

Permit #074400

APPLICANT INFORMATION (Please PRINT or TYPE)

Name Francisco and Miriam Galindo

Address [redacted]

City Brownsville State Texas Zip 78521

Phone No. [redacted] Fax No. _____

E-mail [redacted]

PROPERTY INFORMATION (Please PRINT or TYPE)

Owner of Property Francisco and Miriam Galindo

Address of Property 1123 E. Eight Street

City San Benito State Texas Zip 78586

Legal Description of Property: Lot _____, Block _____

Subdivision _____

Existing Zoning AO - Agricultural Proposed Zoning C-2 Commercial General

Existing Land Use Agricultural Native Brush Proposed Land Use Residential / Commercial

REQUIREMENTS

~$350.00 (non-refundable)

~Survey and Metes & Bounds / Recorded Plat

~Tax Certificates (City, School)

~Warranty Deed

Please provide a basic description of the proposed project:

This property is currently zoned AO-Agricultural but cannot be used for its intended purposes because there is no longer access to irrigation water. The intent is to subdivide this property into residential and commercial lots.

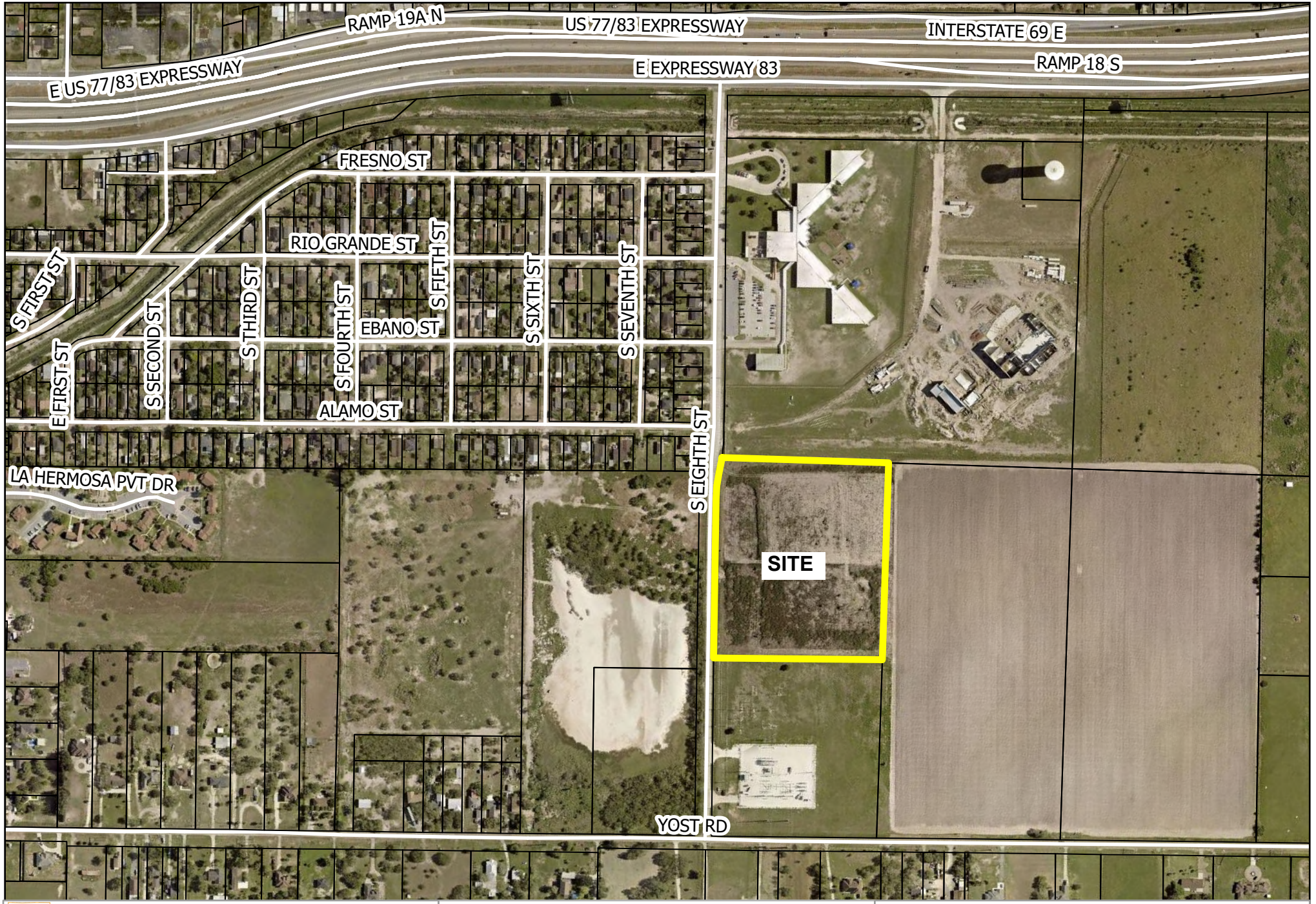
I hereby certify that I have read and examined this application and know the same to be true and correct.

If any of the information provided on this application is incorrect, the permit or approval may be revoked.

Applicant's Signature [redacted] Date 1-12-2026

Property Owner(s) Signature [redacted] Date 1-12-2026

Revised 10/8/25



SAN BENITO
THE SOUL OF SOUTH TEXAS

GIS Map Disclaimer:
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Drawn by: KC

Location Map
1123 E. Eighth St.
Rezone from AO to C-2

N

100 50 0
Miles

Legend

- PROPERTY LINES
- CCAD_COSB_PARCELS
- STREETS

RIOS SURVEYING L.L.C.
FIRM NO. 10117600
221 S. WILLIAMS ROAD
SAN BENITO, TEXAS 78586
(956) 361-9179, FAX (956) 361-9254

METES AND BOUNDS DESCRIPTION
10.00 ACRES
CAMERON COUNTY, TEXAS.

Being a 10.00 acre tract of land out of Block Twenty Seven (27), of the San Benito Land and Water Company Subdivision, as recorded in Volume 1, Page 6 of the Map Records of Cameron County, Texas, and further being out of a certain 20.00 acre tract recorded in Volume 14147, Page 159 of the Official Records, Cameron County, Texas; Said 10.00 acre tract being more particularly described as follows:

COMMENCING at a ½ inch iron rod found on the intersection of the centerline of Yost Road (40.00 feet of Right of Way) and the centerline of 8th Street (40.00 feet of Right of Way), being the Southwest corner of a certain 10.000 acre tract recorded under Document Number 2019-24839 of the Official Records of Cameron County, Texas, and of said Block 27;

THENCE, along the centerline of said 8th Street and the West line of said 10.000 acre tract and of said Block 27, North 30 degrees 43 minutes 00 seconds East, a distance of 660.00 feet to a nail found for the Northwest corner of said 10.000 acre tract, and for the POINT OF BEGINNING and the Southwest corner of the herein described tract;

THENCE, continuing along the centerline of said 8Th Street and the West line of said Block 27, North 30 degrees 43 minutes 00 seconds East, a distance of 660.00 feet to a point for the Southwest corner of the San Benito C.I.S.D. Subdivision No. 2, recorded in Cabinet 1, Slot 1491-B of the Map Records of Cameron County, Texas, and for the Northwest corner of the herein described tract;

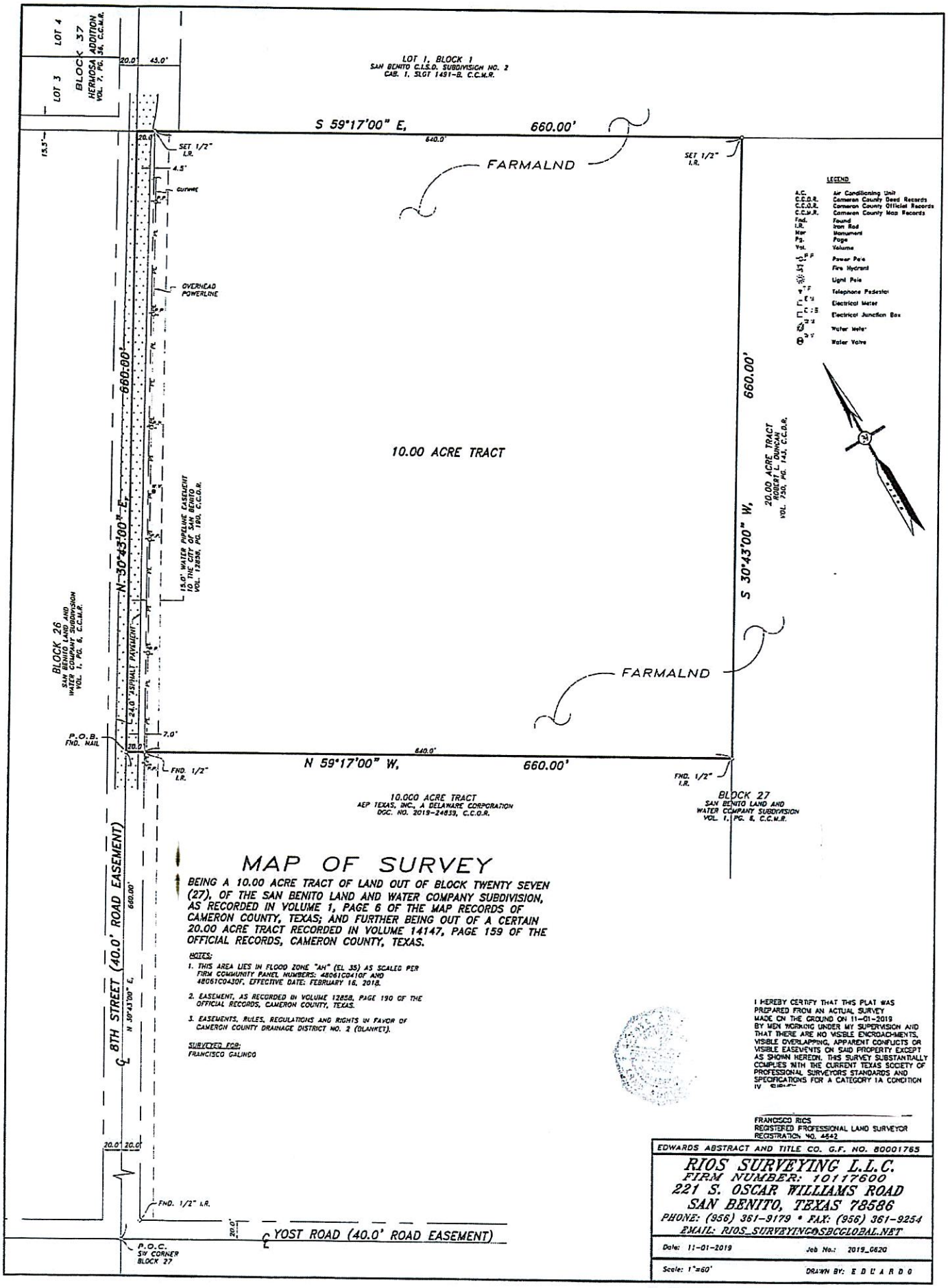
THENCE, departing the centerline of said 8th Street and the West line of said Block 27, South 59 degrees 17 minutes 00 seconds East, along the South line of said San Benito C.I.S.D. Subdivision No. 2, at a distance of 20.00 feet passing a ½ inch iron rod set for reference on the East Right of Way line of said 8th Street, and continuing in all a total distance of 660.00 feet to a ½ inch iron rod set for the Northwest corner of a certain 20.00 acre tract recorded in Volume 750, Page 143 of the Deed Records of Cameron County, Texas, and for the Northeast corner of the herein described tract;

THENCE, departing the South line of said San Benito C.I.S.D. Subdivision No. 2, South 30 degrees 43 minutes 00 seconds West, along the West line of said 20.00 acre tract, a distance of 660.00 feet to a ½ inch iron rod found for the Northeast corner of the aforementioned 10.000 acre tract, and for the Southeast corner of the herein described tract;

THENCE, departing the West line of said 20.00 acre tract, North 59 degrees 17 minutes 00 seconds West, along the North line of said 10.000 acre tract, at a distance of 640.00 feet passing a ½ inch iron rod found for reference on the East Right of Way line of the aforementioned 8th Street, and continuing in all a total distance of 660.00 feet to the POINT OF BEGINNING and containing 10.00 acres of land.

Compiled by: E.M.
Date: November 04, 2019
Job No.: 2019_0620.





MAP OF SURVEY

BEING A 10.00 ACRE TRACT OF LAND OUT OF BLOCK TWENTY SEVEN (27), OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS; AND FURTHER BEING OUT OF A CERTAIN 20.00 ACRE TRACT RECORDED IN VOLUME 14147, PAGE 159 OF THE OFFICIAL RECORDS, CAMERON COUNTY, TEXAS.

NOTES:

1. THIS AREA LIES IN FLOOD ZONE "AH" (EL 35) AS SCALED PER FIRM COMMUNITY PANEL NUMBERS: 48061C0410F AND 48061C0430F, EFFECTIVE DATE: FEBRUARY 16, 2018.
2. EASEMENT, AS RECORDED IN VOLUME 12858, PAGE 190 OF THE OFFICIAL RECORDS, CAMERON COUNTY, TEXAS.
3. EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF CAMERON COUNTY DRAINAGE DISTRICT NO. 2 (BLANKET).

SURVEYED FOR:
FRANCISCO GALINDO

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND ON 11-01-2019 BY MEN WORKING UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS OR VISIBLE EASEMENTS ON SAID PROPERTY EXCEPT AS SHOWN HEREON. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A CONDITION IV

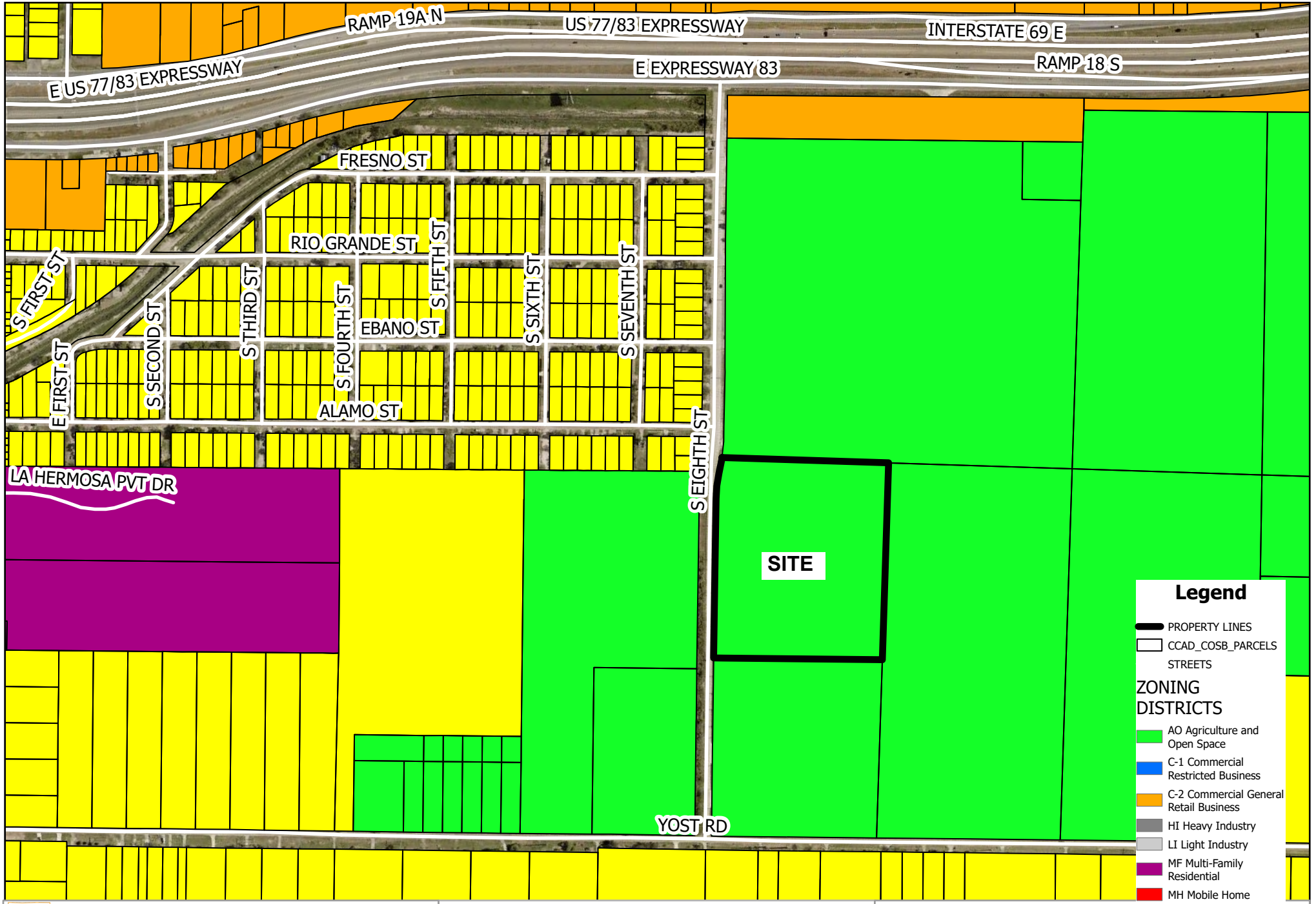
FRANCISCO RIOS
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 4542

EDWARDS ABSTRACT AND TITLE CO. G.F. NO. 80001765

RIOS SURVEYING L.L.C.
FIRM NUMBER: 10117600
221 S. OSCAR WILLIAMS ROAD
SAN BENITO, TEXAS 78586
PHONE: (956) 361-9179 • FAX: (956) 361-9254
EMAIL: RIOS_SURVEYING@SBCGLOBAL.NET

Date: 11-01-2019 Job No.: 2019_0620

Scale: 1"=60' DRAWN BY: E D U A R D O

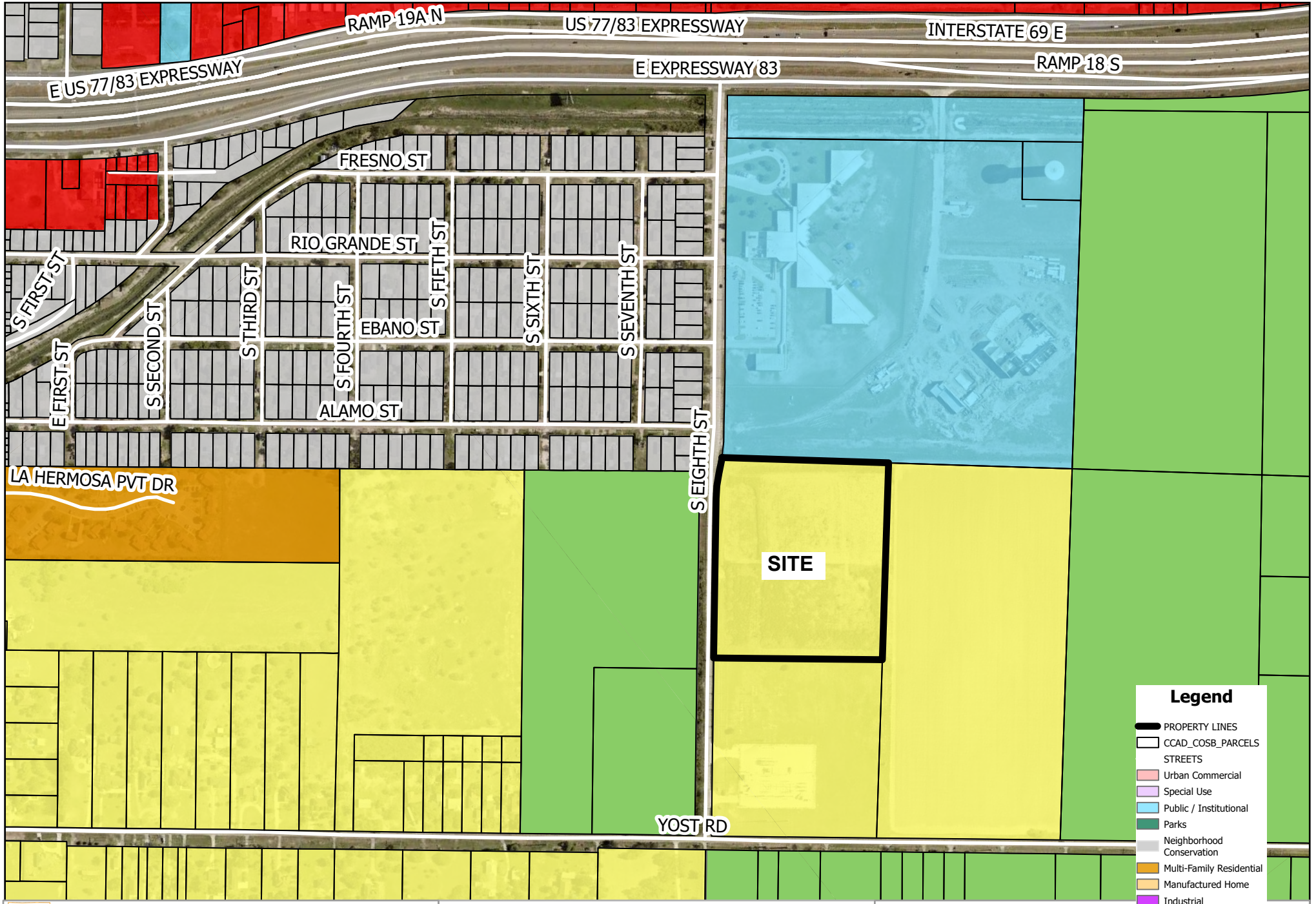


SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Zoning Map
1123 E. Eighth St.
Rezone from AO to C-2



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Future Land Use Map
1123 E. Eighth St.
Rezone from AO to C-2

ORDINANCE NUMBER 2252-BC-031726

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 2252 AND AMENDING THE ZONING MAP OF THE CITY OF SAN BENITO TO CHANGE THE ZONING OF A PROPERTY BEARING A LEGAL DESCRIPTION OF: BEING 5.01 ACRES OF LAND OUT OF THE SOUTHWEST 10.0 ACRES OUT OF THE SOUTHEAST ONE-QUARTER OF BLOCK 6, SAN BENITO LAND AND WATER COMPANY SUBDIVISION, ACCORDING TO MAP RECORDED IN VOLUME 1, PAGE 6, MAP RECORDS, CONCEPCION DE CARRICITOS GRANT, CAMERON COUNTY, TEXAS, FROM LI "LIGHT INDUSTRY" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS".

WHEREAS, the rezone is consistent with the city's land use plan as set-forth in the land use map that is a part of the city's zoning ordinance, and consistent with the city's intentions of allowing and encouraging residential development that generates property taxes and water and sewer revenues; and

WHEREAS, the rezone is adopted by this ordinance after a hearing at which the public was given the opportunity to give testimony and present written evidence, and the City Planning and Zoning Commission has reviewed the rezone request; and all other legal requirements have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

SECTION I. ADOPTION

The zoning district classification of the property bearing a legal description of: Being 5.01 acres of land out of the Southwest 10.0 acres out of the Southeast One-Quarter of Block 6, San Benito Land and Water Company Subdivision, according to Map recorded in Volume 1, Page 6, Map Records, Concepcion De Carricitos Grant, Cameron County, Texas from LI "Light Industry" to C-2 "Commercial General Retail Business".

SECTION II. EFFECTIVE DATE

This ordinance shall be effective upon its passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the **3rd** day of **March, 2026**.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, **17th** day of **March, 2026**.

CITY OF SAN BENITO, TEXAS

_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2252-BD-031726, a request to rezone a property located at 780 South Fannin Street bearing a Legal Description of: Being the South 35 feet of Lot Six (6), all of Lots Seven (7) and Eight (8) and the North One-Half (1/2) of Lot Nine (9), Wilkinson Subdivison, an addition to the City of San Benito, Texas, according to the map or plat thereof recorded in Volume 6, Page 55, Map records of Cameron County, Texas from SF-1 "Single Family One" to C-2 "Commercial General Retail Business". Applicant: Antonio Vasquez.

RECOMMENDATION:
First Reading, No Action.

RATIONALE:
The applicant is requesting to rezone the property from SF-1 "Single Family One" to C-2 "Commercial General Retail Business" for commercial use.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS:
Application
Location Map
Survey
Zoning Map
Future Land Use Map
Ordinance 2252-BD-031726

PREPARED BY: Monica L. Rodriguez

Planning Manager

02/25/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager

SAN BENITO
THE SOUL OF SOUTH TEXAS
PLANNING DEPARTMENT

400 N. Travis Street
San Benito, TX 78586

(956) 361-3800 (ph.)
(956) 361-3810 (fax)

APPLICATION FOR REZONING

Permit #074400

APPLICANT INFORMATION (Please PRINT or TYPE)

Name Francisco and Miriam Galindo

Address [redacted]

City Brownsville State Texas Zip 78521

Phone No. [redacted] Fax No. _____

E-mail [redacted]

PROPERTY INFORMATION (Please PRINT or TYPE)

Owner of Property Francisco and Miriam Galindo

Address of Property 1123 E. Eight Street

City San Benito State Texas Zip 78586

Legal Description of Property: Lot _____, Block _____

Subdivision _____

Existing Zoning AO - Agricultural Proposed Zoning C-2 Commercial General

Existing Land Use Agricultural Native Brush Proposed Land Use Residential / Commercial

REQUIREMENTS

~$350.00 (non-refundable)

~Survey and Metes & Bounds / Recorded Plat

~Tax Certificates (City, School)

~Warranty Deed

Please provide a basic description of the proposed project:

This property is currently zoned AO-Agricultural but cannot be used for its intended purposes because there is no longer access to irrigation water. The intent is to subdivide this property into residential and commercial lots.

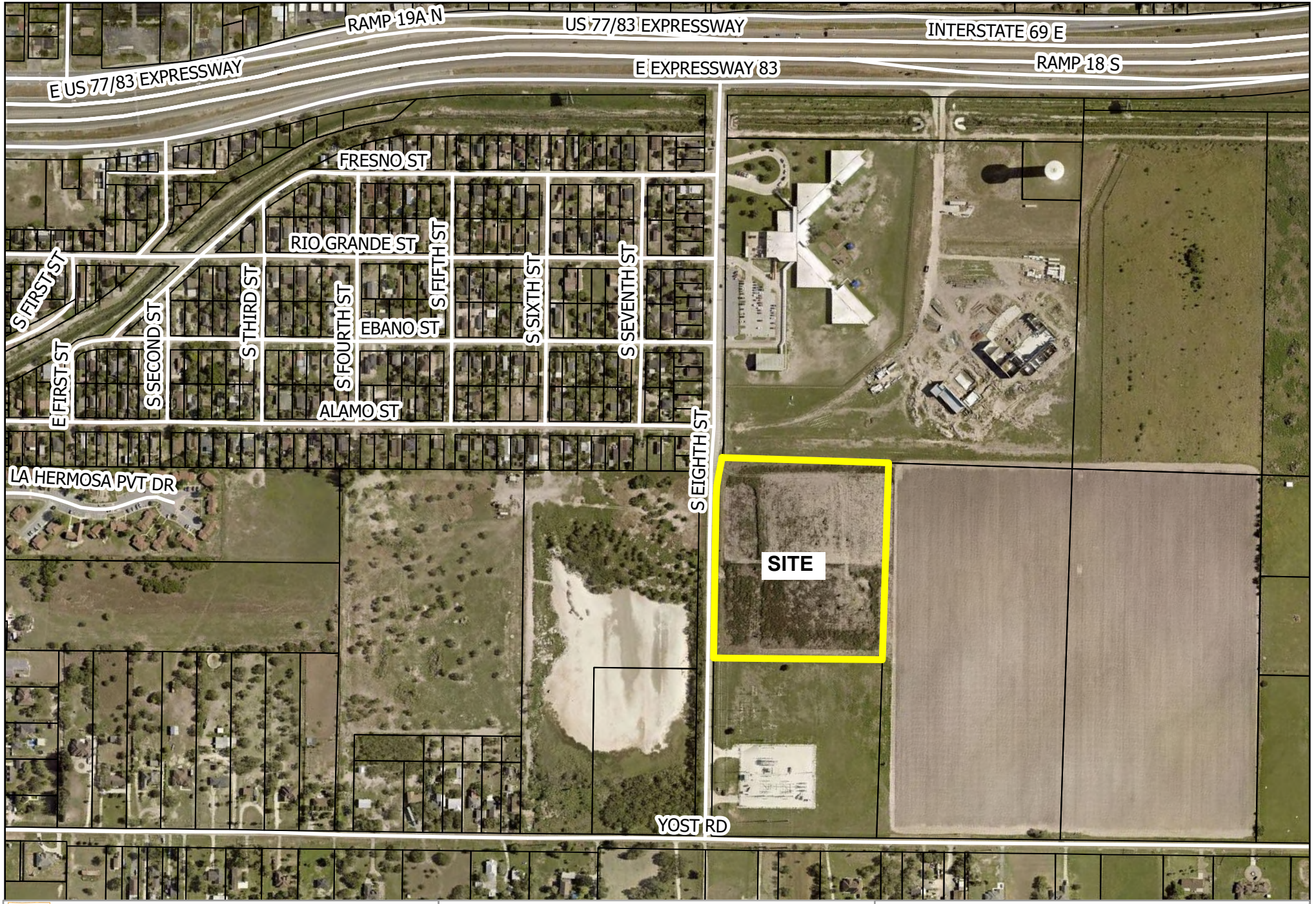
I hereby certify that I have read and examined this application and know the same to be true and correct.

If any of the information provided on this application is incorrect, the permit or approval may be revoked.

Applicant's Signature [redacted] Date 1-12-2026

Property Owner(s) Signature [redacted] Date 1-12-2026

Revised 10/8/25



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Location Map
1123 E. Eighth St.
Rezone from AO to C-2

N

100 50 0
Miles

Legend

- PROPERTY LINES
- CCAD_COSB_PARCELS
- STREETS

RIOS SURVEYING L.L.C.
FIRM NO. 10117600
221 S. WILLIAMS ROAD
SAN BENITO, TEXAS 78586
(956) 361-9179, FAX (956) 361-9254

METES AND BOUNDS DESCRIPTION
10.00 ACRES
CAMERON COUNTY, TEXAS.

Being a 10.00 acre tract of land out of Block Twenty Seven (27), of the San Benito Land and Water Company Subdivision, as recorded in Volume 1, Page 6 of the Map Records of Cameron County, Texas, and further being out of a certain 20.00 acre tract recorded in Volume 14147, Page 159 of the Official Records, Cameron County, Texas; Said 10.00 acre tract being more particularly described as follows:

COMMENCING at a ½ inch iron rod found on the intersection of the centerline of Yost Road (40.00 feet of Right of Way) and the centerline of 8th Street (40.00 feet of Right of Way), being the Southwest corner of a certain 10.000 acre tract recorded under Document Number 2019-24839 of the Official Records of Cameron County, Texas, and of said Block 27;

THENCE, along the centerline of said 8th Street and the West line of said 10.000 acre tract and of said Block 27, North 30 degrees 43 minutes 00 seconds East, a distance of 660.00 feet to a nail found for the Northwest corner of said 10.000 acre tract, and for the POINT OF BEGINNING and the Southwest corner of the herein described tract;

THENCE, continuing along the centerline of said 8Th Street and the West line of said Block 27, North 30 degrees 43 minutes 00 seconds East, a distance of 660.00 feet to a point for the Southwest corner of the San Benito C.I.S.D. Subdivision No. 2, recorded in Cabinet 1, Slot 1491-B of the Map Records of Cameron County, Texas, and for the Northwest corner of the herein described tract;

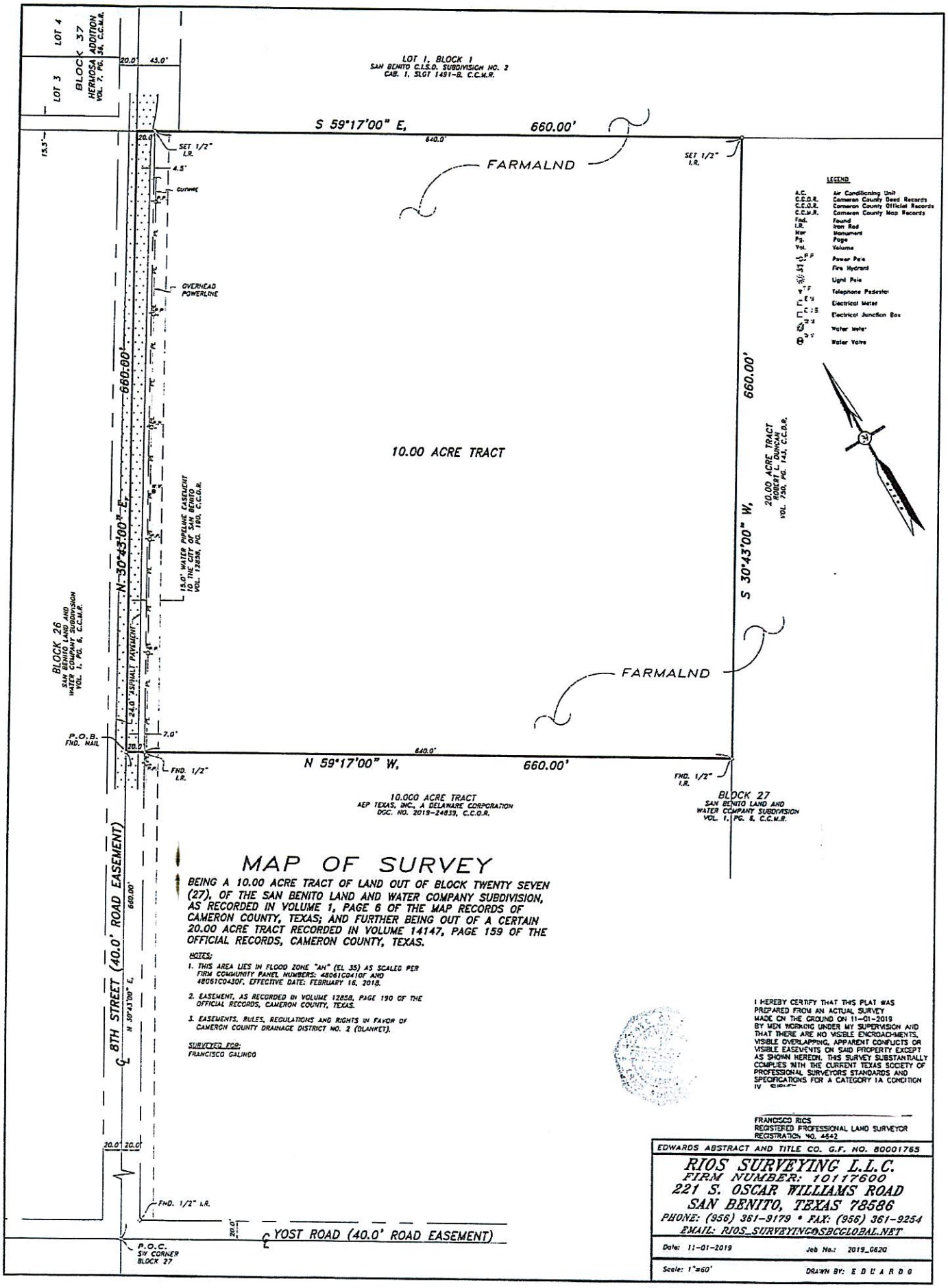
THENCE, departing the centerline of said 8th Street and the West line of said Block 27, South 59 degrees 17 minutes 00 seconds East, along the South line of said San Benito C.I.S.D. Subdivision No. 2, at a distance of 20.00 feet passing a ½ inch iron rod set for reference on the East Right of Way line of said 8th Street, and continuing in all a total distance of 660.00 feet to a ½ inch iron rod set for the Northwest corner of a certain 20.00 acre tract recorded in Volume 750, Page 143 of the Deed Records of Cameron County, Texas, and for the Northeast corner of the herein described tract;

THENCE, departing the South line of said San Benito C.I.S.D. Subdivision No. 2, South 30 degrees 43 minutes 00 seconds West, along the West line of said 20.00 acre tract, a distance of 660.00 feet to a ½ inch iron rod found for the Northeast corner of the aforementioned 10.000 acre tract, and for the Southeast corner of the herein described tract;

THENCE, departing the West line of said 20.00 acre tract, North 59 degrees 17 minutes 00 seconds West, along the North line of said 10.000 acre tract, at a distance of 640.00 feet passing a ½ inch iron rod found for reference on the East Right of Way line of the aforementioned 8th Street, and continuing in all a total distance of 660.00 feet to the POINT OF BEGINNING and containing 10.00 acres of land.

Compiled by: E.M.
Date: November 04, 2019
Job No.: 2019_0620.





MAP OF SURVEY

BEING A 10.00 ACRE TRACT OF LAND OUT OF BLOCK TWENTY SEVEN (27), OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS; AND FURTHER BEING OUT OF A CERTAIN 20.00 ACRE TRACT RECORDED IN VOLUME 14147, PAGE 159 OF THE OFFICIAL RECORDS, CAMERON COUNTY, TEXAS.

NOTES:

1. THIS AREA LIES IN FLOOD ZONE "AH" (EL 35) AS SCALED PER FIRM COMMUNITY PANEL NUMBERS: 48061C0410F AND 48061C0430F, EFFECTIVE DATE: FEBRUARY 16, 2018.
2. EASEMENT, AS RECORDED IN VOLUME 12858, PAGE 190 OF THE OFFICIAL RECORDS, CAMERON COUNTY, TEXAS.
3. EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF CAMERON COUNTY DRAINAGE DISTRICT NO. 2 (BLANKET).

SURVEYED FOR:
FRANCISCO GALINDO

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND ON 11-01-2019 BY MEN WORKING UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS OR VISIBLE EASEMENTS ON SAID PROPERTY EXCEPT AS SHOWN HEREON. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A CONDITION IV

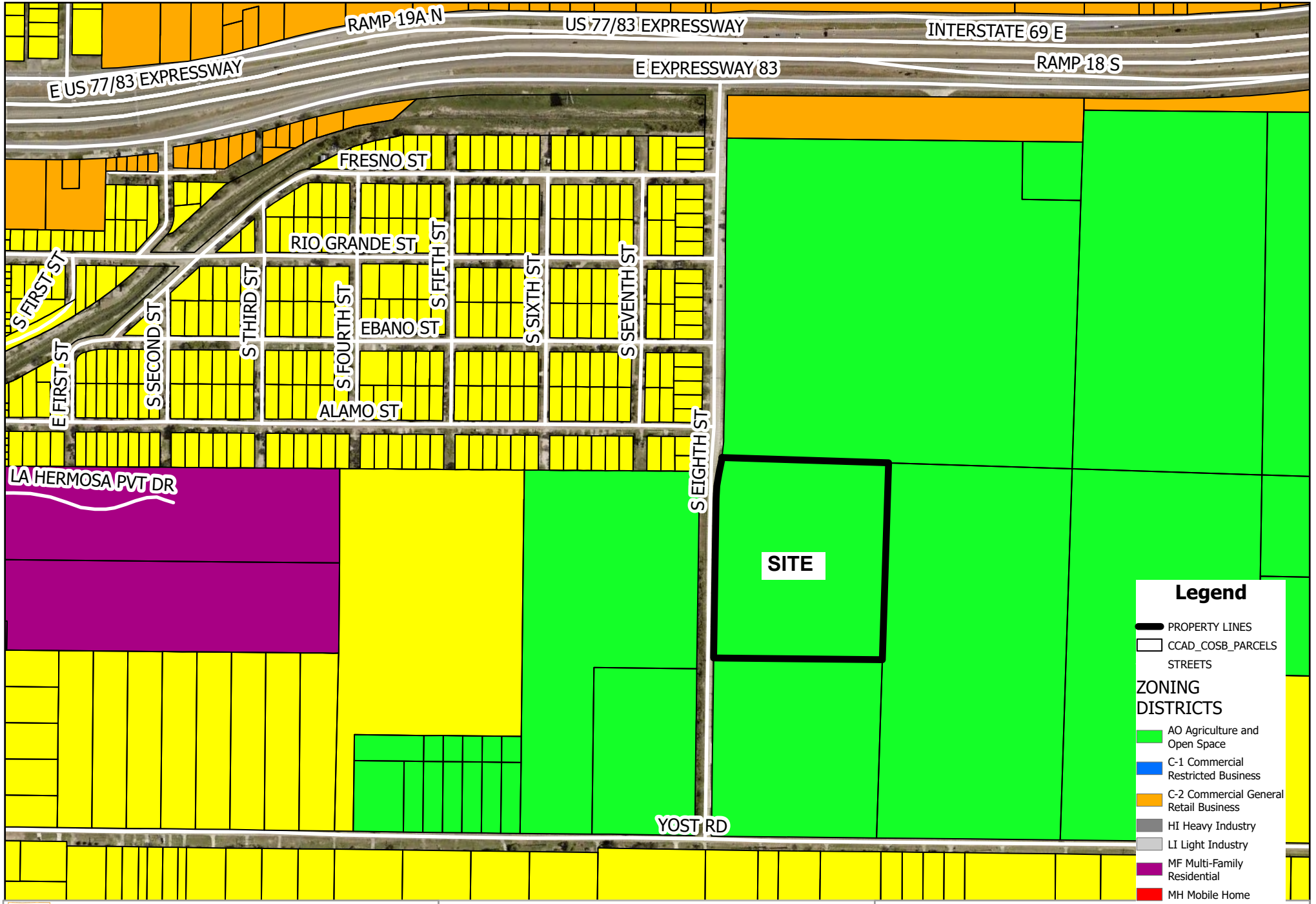
FRANCISCO RIOS
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 4542

EDWARDS ABSTRACT AND TITLE CO. G.F. NO. 80001765

RIOS SURVEYING L.L.C.
FIRM NUMBER: 10117600
221 S. OSCAR WILLIAMS ROAD
SAN BENITO, TEXAS 78586
PHONE: (956) 361-9179 • FAX: (956) 361-9254
EMAIL: RIOS_SURVEYING@SBCGLOBAL.NET

Date: 11-01-2019 Job No.: 2019_0620

Scale: 1"=60' DRAWN BY: E D U A R D O

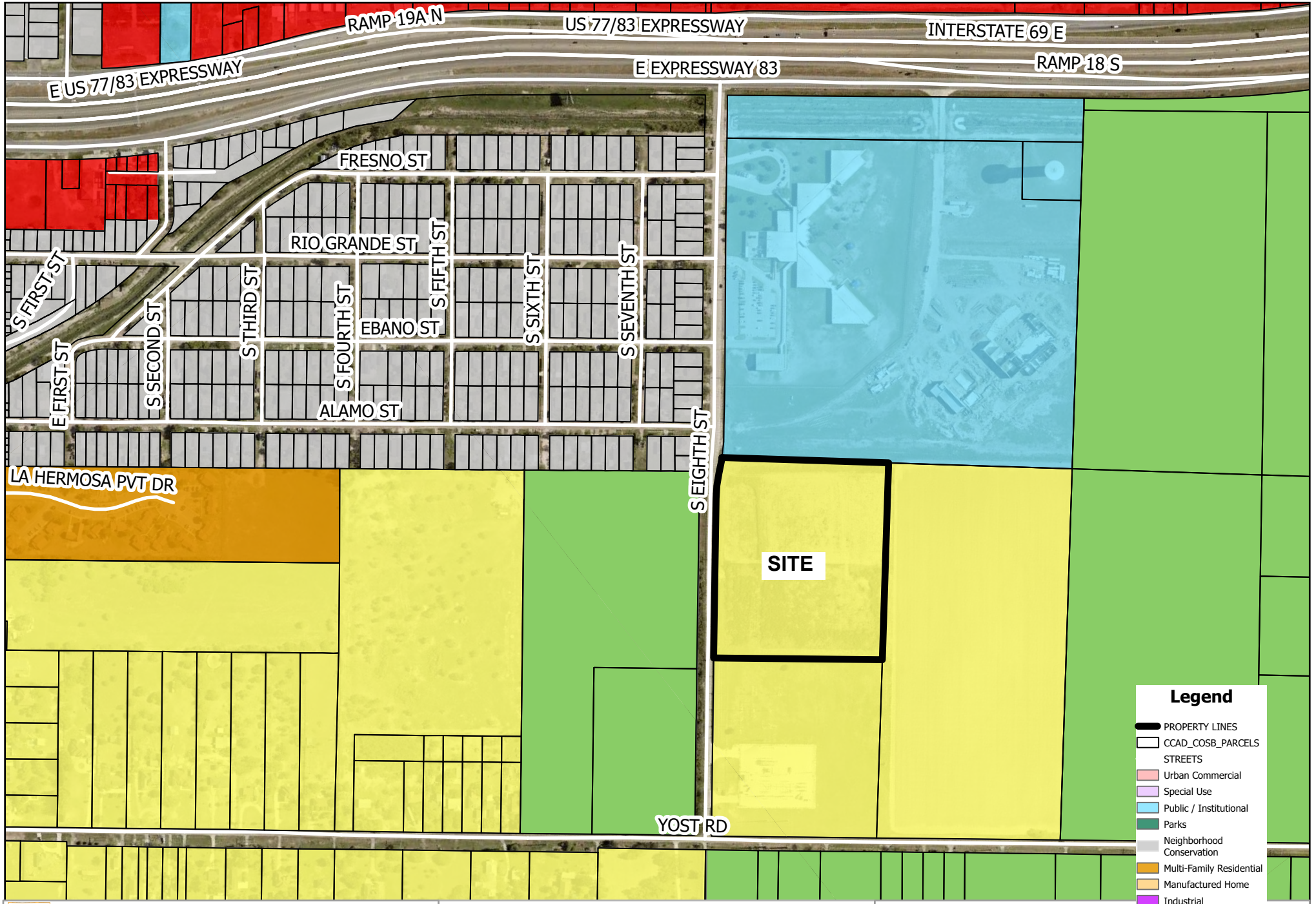


SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Zoning Map
1123 E. Eighth St.
Rezone from AO to C-2



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Future Land Use Map
1123 E. Eighth St.
Rezone from AO to C-2

ORDINANCE NUMBER 2252-BD-031726

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 2252 AND AMENDING THE ZONING MAP OF THE CITY OF SAN BENITO TO CHANGE THE ZONING OF A PROPERTY BEARING A LEGAL DESCRIPTION OF: BEING THE SOUTH 35 FEET OF LOT SIX (6), ALL OF LOTS SEVEN (7) AND EIGHT (8), AND THE NORTH ONE-HALF (1/2) OF LOT NINE (9), WILKINSON SUBDIVISION, AN ADDITION TO THE CITY OF SAN BENITO, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 55, MAP RECORDS OF CAMERON COUNTY, TEXAS, FROM SF-1 "SINGLE FAMILY ONE" TO C-2 "COMMERCIAL GENERAL RETAIL BUSINESS".

WHEREAS, the rezone is consistent with the city's land use plan as set-forth in the land use map that is a part of the city's zoning ordinance, and consistent with the city's intentions of allowing and encouraging residential development that generates property taxes and water and sewer revenues; and

WHEREAS, the rezone is adopted by this ordinance after a hearing at which the public was given the opportunity to give testimony and present written evidence, and the City Planning and Zoning Commission has reviewed the rezone request; and all other legal requirements have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

SECTION I. ADOPTION
The zoning district classification of the property bearing a legal description of: Being the South 35 feet of Lot Six (6), all of Lots Seven (7) and eight (8) and the North One-Half (1/2) of Lot Nine (9), Wilkinson Subdivison, an addition to the City of San Benito, Texas, according to the map or plat thereof recorded in Volume 6, Page 55, Map records of Cameron County, Texas from SF-1 "Single Family One" to C-2 "Commercial General Retail Business".

SECTION II. EFFECTIVE DATE
This ordinance shall be effective upon its passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the **3rd** day of **March, 2026**.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, **17th** day of **March, 2026**.

CITY OF SAN BENITO, TEXAS

_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2252-BE-031726, a request to rezone a property located at 942 East Stenger Street bearing a Legal Description of: Tract I: A 1.44 acre of land being a portion of Block Two (2) of the Clara Subdivision in Block Seventeen (17) of the San Benito Land and Water Company Subdivision, as recorded in Volume 4, Page 72 of the Map Records of Cameron County, Texas and Tract II: Being a 0.31 acre tract of land, being part of Block (2), of the Clara Subdivision in Block Seventeen (17) of the San Benito Land and Water Company Subdivision, as recorded in Volume 4, Page 72 of the Map Records of Cameron County, Texas from C-1 "Commercial Restricted Business" to MH "Mobile Home". Applicants: Carlos and Alicia Ruiz.

RECOMMENDATION:
First Reading, No Action.

RATIONALE:
The applicant is requesting to rezone the property from C-1 "Commercial Restricted Business" to MH "Mobile Home" to add mobile homes to rent. MH "Mobile Home" zone is consistent with the use designated on the Future Land Use Map.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS:
Application
Future Land Use Map
Location Map
Survey
Zoning Map
Ordinance 2252-BE-031726

PREPARED BY: Monica L. Rodriguez

_____ 02/25/2026

Planning Manager Date

Fred R. Sandoval

Fred Sandoval
City Manager

SAN BENITO
THE SOUL OF SOUTH TEXAS
PLANNING DEPARTMENT

400 N. Travis Street
San Benito, TX 78586

(956) 361-3800 (ph.)
(956) 361-3810 (fax)

APPLICATION FOR REZONING

Permit #074400

APPLICANT INFORMATION (Please PRINT or TYPE)

Name Francisco and Miriam Galindo

Address [redacted]

City Brownsville State Texas Zip 78521

Phone No. [redacted] Fax No. _____

E-mail [redacted]

PROPERTY INFORMATION (Please PRINT or TYPE)

Owner of Property Francisco and Miriam Galindo

Address of Property 1123 E. Eight Street

City San Benito State Texas Zip 78586

Legal Description of Property: Lot _____, Block _____

Subdivision _____

Existing Zoning AO - Agricultural Proposed Zoning C-2 Commercial General

Existing Land Use Agricultural Native Brush Proposed Land Use Residential / Commercial

REQUIREMENTS

~$350.00 (non-refundable)

~Survey and Metes & Bounds / Recorded Plat

~Tax Certificates (City, School)

~Warranty Deed

Please provide a basic description of the proposed project:

This property is currently zoned AO-Agricultural but cannot be used for its intended purposes because there is no longer access to irrigation water. The intent is to subdivide this property into residential and commercial lots.

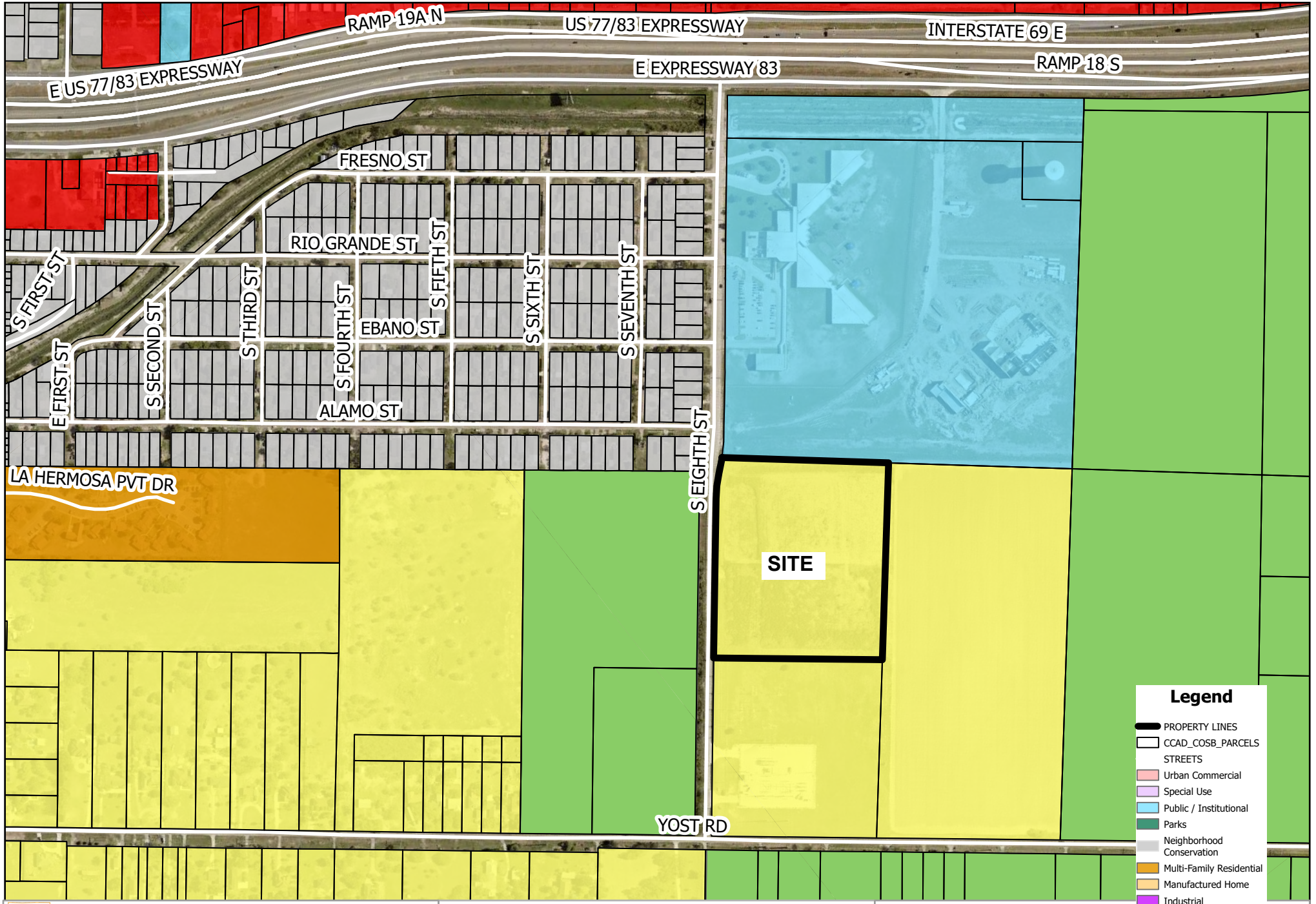
I hereby certify that I have read and examined this application and know the same to be true and correct.

If any of the information provided on this application is incorrect, the permit or approval may be revoked.

Applicant's Signature [redacted] Date 1-12-2026

Property Owner(s) Signature [redacted] Date 1-12-2026

Revised 10/8/25

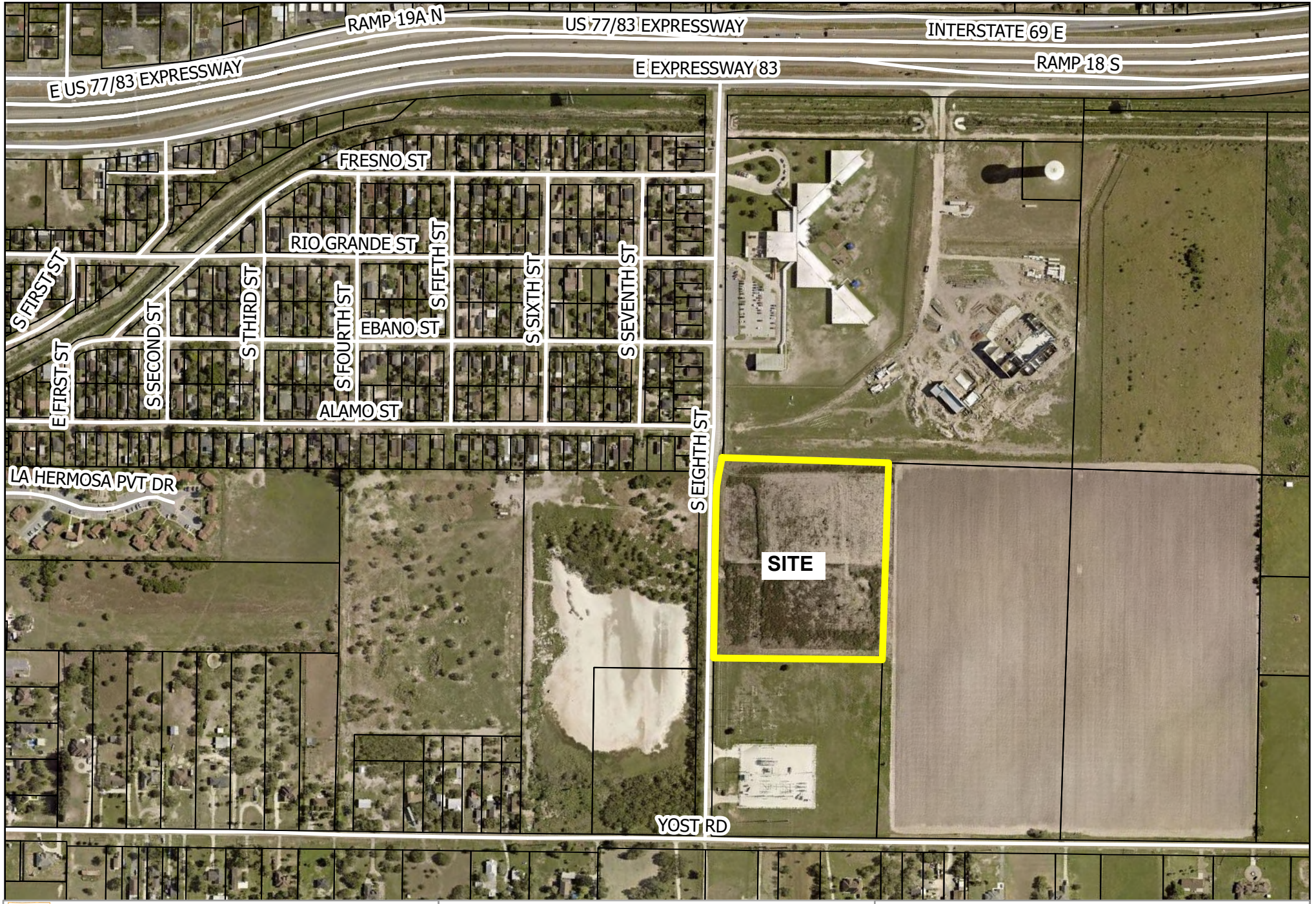


SAN BENITO
THE SOUL OF SOUTH TEXAS

GIS Map Disclaimer:
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Drawn by: KC

Future Land Use Map
1123 E. Eighth St.
Rezone from AO to C-2



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Location Map
1123 E. Eighth St.
Rezone from AO to C-2

N

100 50 0
Miles

Legend

- PROPERTY LINES
- CCAD_COSB_PARCELS
- STREETS

RIOS SURVEYING L.L.C.
FIRM NO. 10117600
221 S. WILLIAMS ROAD
SAN BENITO, TEXAS 78586
(956) 361-9179, FAX (956) 361-9254

METES AND BOUNDS DESCRIPTION
10.00 ACRES
CAMERON COUNTY, TEXAS.

Being a 10.00 acre tract of land out of Block Twenty Seven (27), of the San Benito Land and Water Company Subdivision, as recorded in Volume 1, Page 6 of the Map Records of Cameron County, Texas, and further being out of a certain 20.00 acre tract recorded in Volume 14147, Page 159 of the Official Records, Cameron County, Texas; Said 10.00 acre tract being more particularly described as follows:

COMMENCING at a ½ inch iron rod found on the intersection of the centerline of Yost Road (40.00 feet of Right of Way) and the centerline of 8th Street (40.00 feet of Right of Way), being the Southwest corner of a certain 10.000 acre tract recorded under Document Number 2019-24839 of the Official Records of Cameron County, Texas, and of said Block 27;

THENCE, along the centerline of said 8th Street and the West line of said 10.000 acre tract and of said Block 27, North 30 degrees 43 minutes 00 seconds East, a distance of 660.00 feet to a nail found for the Northwest corner of said 10.000 acre tract, and for the POINT OF BEGINNING and the Southwest corner of the herein described tract;

THENCE, continuing along the centerline of said 8Th Street and the West line of said Block 27, North 30 degrees 43 minutes 00 seconds East, a distance of 660.00 feet to a point for the Southwest corner of the San Benito C.I.S.D. Subdivision No. 2, recorded in Cabinet 1, Slot 1491-B of the Map Records of Cameron County, Texas, and for the Northwest corner of the herein described tract;

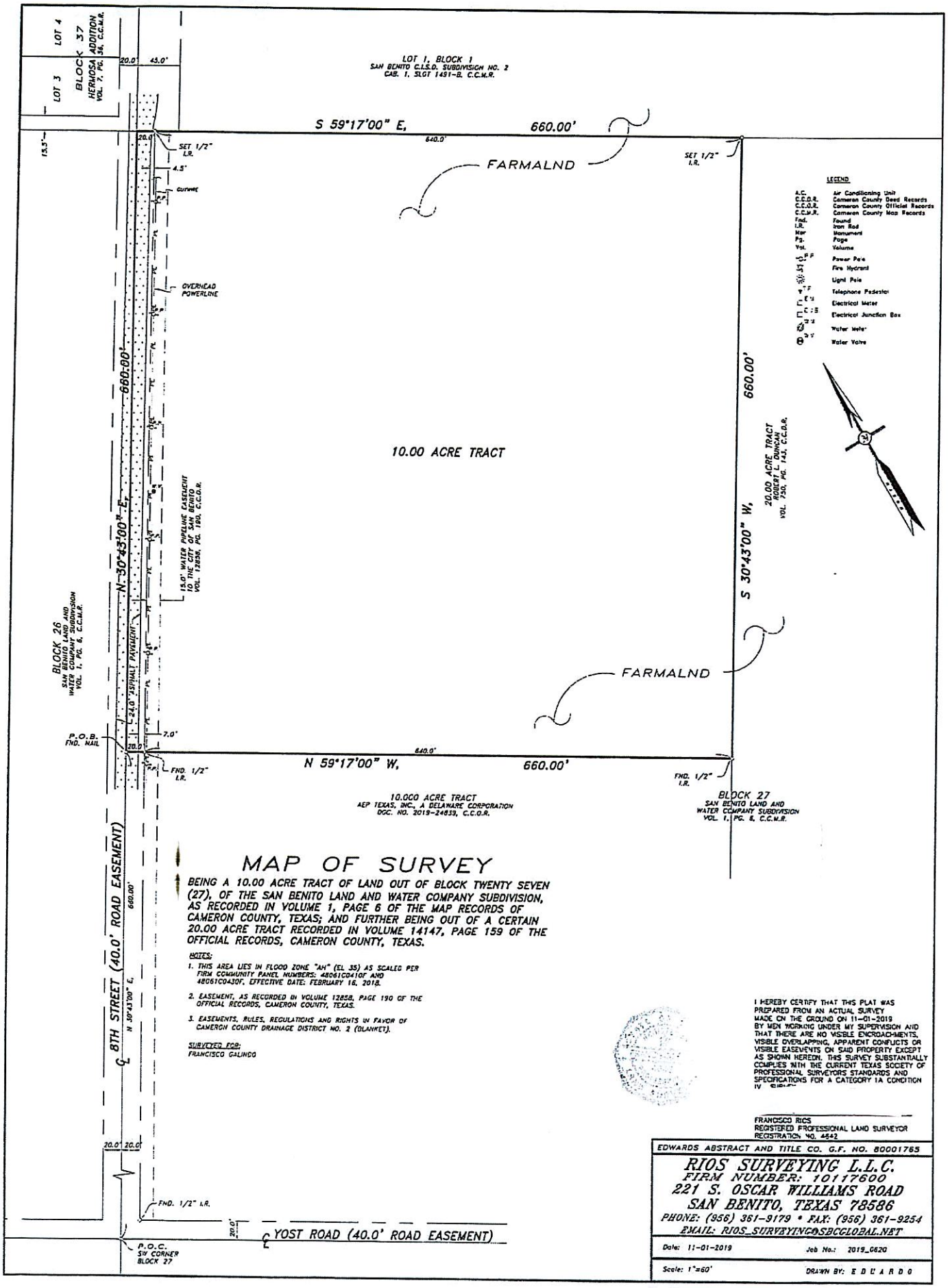
THENCE, departing the centerline of said 8th Street and the West line of said Block 27, South 59 degrees 17 minutes 00 seconds East, along the South line of said San Benito C.I.S.D. Subdivision No. 2, at a distance of 20.00 feet passing a ½ inch iron rod set for reference on the East Right of Way line of said 8th Street, and continuing in all a total distance of 660.00 feet to a ½ inch iron rod set for the Northwest corner of a certain 20.00 acre tract recorded in Volume 750, Page 143 of the Deed Records of Cameron County, Texas, and for the Northeast corner of the herein described tract;

THENCE, departing the South line of said San Benito C.I.S.D. Subdivision No. 2, South 30 degrees 43 minutes 00 seconds West, along the West line of said 20.00 acre tract, a distance of 660.00 feet to a ½ inch iron rod found for the Northeast corner of the aforementioned 10.000 acre tract, and for the Southeast corner of the herein described tract;

THENCE, departing the West line of said 20.00 acre tract, North 59 degrees 17 minutes 00 seconds West, along the North line of said 10.000 acre tract, at a distance of 640.00 feet passing a ½ inch iron rod found for reference on the East Right of Way line of the aforementioned 8th Street, and continuing in all a total distance of 660.00 feet to the POINT OF BEGINNING and containing 10.00 acres of land.

Compiled by: E.M.
Date: November 04, 2019
Job No.: 2019_0620.





MAP OF SURVEY

BEING A 10.00 ACRE TRACT OF LAND OUT OF BLOCK TWENTY SEVEN (27), OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 6 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS; AND FURTHER BEING OUT OF A CERTAIN 20.00 ACRE TRACT RECORDED IN VOLUME 14147, PAGE 159 OF THE OFFICIAL RECORDS, CAMERON COUNTY, TEXAS.

NOTES:

1. THIS AREA LIES IN FLOOD ZONE "AH" (EL 35) AS SCALED PER FIRM COMMUNITY PANEL NUMBERS: 48061C0410F AND 48061C0430F, EFFECTIVE DATE: FEBRUARY 16, 2018.
2. EASEMENT, AS RECORDED IN VOLUME 12858, PAGE 190 OF THE OFFICIAL RECORDS, CAMERON COUNTY, TEXAS.
3. EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF CAMERON COUNTY DRAINAGE DISTRICT NO. 2 (BLANKET).

SURVEYED FOR:
FRANCISCO GALINDO

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND ON 11-01-2019 BY MEN WORKING UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS OR VISIBLE EASEMENTS ON SAID PROPERTY EXCEPT AS SHOWN HEREON. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A CONDITION IV

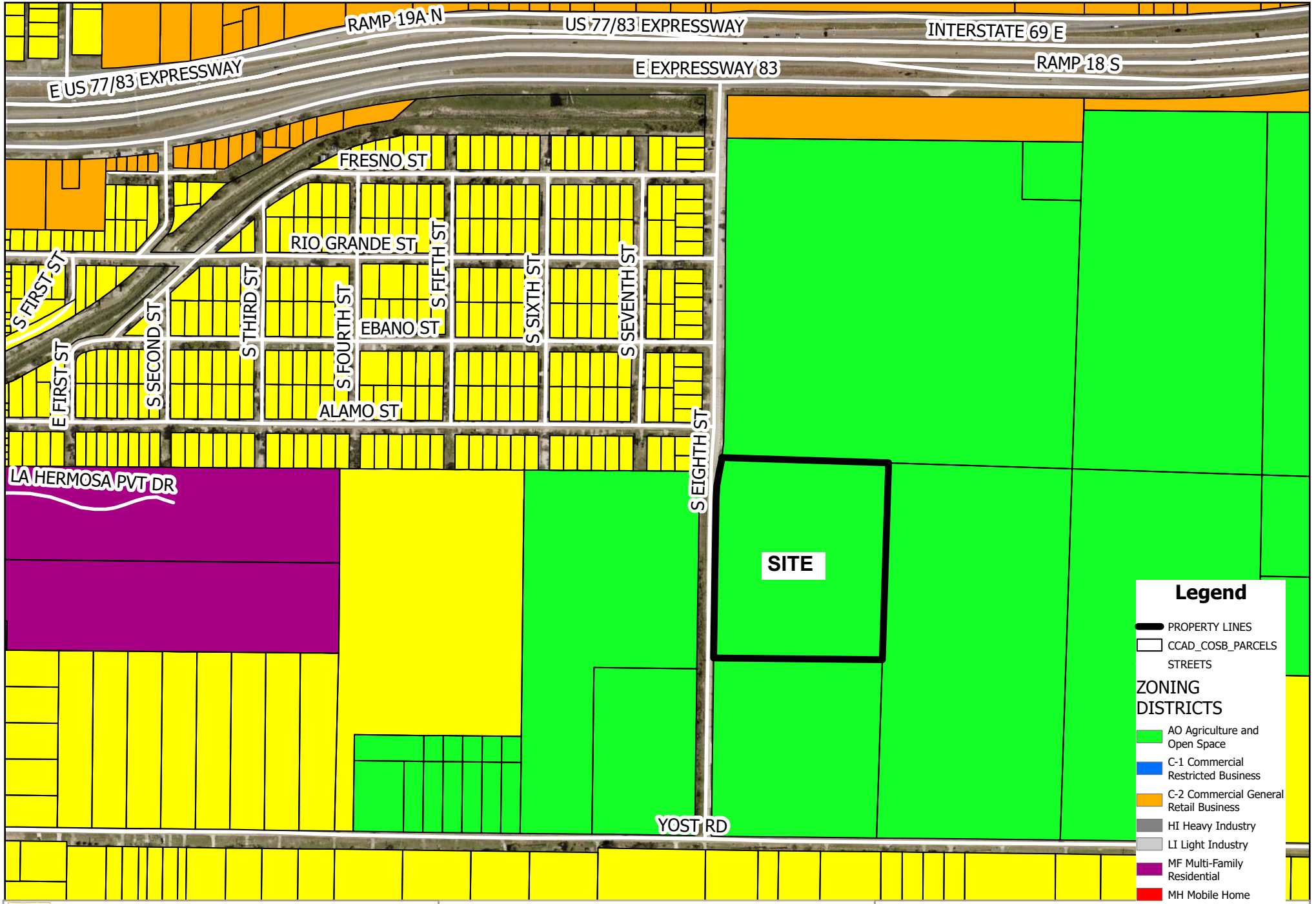
FRANCISCO RIOS
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 4542

EDWARDS ABSTRACT AND TITLE CO. G.F. NO. 80001765

RIOS SURVEYING L.L.C.
FIRM NUMBER: 10117600
221 S. OSCAR WILLIAMS ROAD
SAN BENITO, TEXAS 78586
PHONE: (956) 361-9179 • FAX: (956) 361-9254
EMAIL: RIOS_SURVEYING@SBCGLOBAL.NET

Date: 11-01-2019 Job No.: 2019_0620

Scale: 1"=60' DRAWN BY: E D U A R D O



SAN BENITO
THE SOUL OF SOUTH TEXAS

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Drawn by: KC

Zoning Map
1123 E. Eighth St.
Rezone from AO to C-2

ORDINANCE NUMBER 2252-BE-031726

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 2252 AND AMENDING THE ZONING MAP OF THE CITY OF SAN BENITO TO CHANGE THE ZONING OF A PROPERTY BEARING A LEGAL DESCRIPTION OF: TRACT I: A 1.44 ACRE TRACT OF LAND BEING A PORTION OF BLOCK TWO (2) OF THE CLARA SUBDIVISION IN BLOCK SEVENTEEN (17) OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 4, PAGE 72 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS; AND TRACT II: BEING A 0.31 ACRE TRACT OF LAND, BEING PART OF BLOCK TWO (2) OF THE CLARA SUBDIVISION IN BLOCK SEVENTEEN (17) OF THE SAN BENITO LAND AND WATER COMPANY SUBDIVISION, AS RECORDED IN VOLUME 4, PAGE 72 OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS, FROM C-1 "COMMERCIAL RESTRICTED BUSINESS" TO MH "MOBILE HOME".

WHEREAS, the rezone is consistent with the city's land use plan as set-forth in the land use map that is a part of the city's zoning ordinance, and consistent with the city's intentions of allowing and encouraging residential development that generates property taxes and water and sewer revenues; and

WHEREAS, the rezone is adopted by this ordinance after a hearing at which the public was given the opportunity to give testimony and present written evidence, and the City Planning and Zoning Commission has reviewed the rezone request; and all other legal requirements have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS:

SECTION I. ADOPTION

The zoning district classification of the property bearing a legal description of: Tract I: A 1.44 acre of land being a portion of Block Two (2) of the Clara Subdivision in Block Seventeen (17) of the San Benito Land and Water Company Subdivision, as recorded in Volume 4, Page 72 of the Map Records of Cameron County, Texas and Tract II: Being a 0.31 acre tract of land, being part of Block (2), of the Clara Subdivision in Block Seventeen (17) of the San Benito Land and Water Company Subdivision, as recorded in Volume 4, Page 72 of the Map Records of Cameron County, Texas from C-1 "Commercial Restricted Business" to MH "Mobile Home".

SECTION II. EFFECTIVE DATE

This ordinance shall be effective upon its passage.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the **3rd** day of **March, 2026**.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular City Commission Meeting of the City of San Benito, Texas, on this, **17th** day of **March, 2026**.

CITY OF SAN BENITO, TEXAS

_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
First Reading of Ordinance Number 2546-01, an ordinance of the City of San Benito, Texas, amending Ordinance Number 2546 and any other amending ordinances codified in the Code of Ordinances pertaining to "Flood Damage Prevention", repealing all ordinances in conflict, and providing for an effective date.

RECOMMENDATION:
First Reading, No Action.

RATIONALE:
The Flood Damage Prevention Plan is being amended to read that the structure shall have the lowest floor elevated to or above two feet (2') above the base flood elevation for residential and nonresidential construction. A section is also being added to Standards for Subdivision Proposals for all subdivision proposals, including manufactured home parks and subdivisions, to ensure that post-development runoff volumes and peak discharge rates do not exceed pre-development levels for the 2-, 10-, and 100-year, 24-hour storm events. Compliance must be achieved through Low Impact Development (LID) practices, green infrastructure, or other permanent stormwater management facilities designed and maintained in accordance with accepted engineering standards by a registered professional engineer.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS: ORDINANCE NO 2546-01

PREPARED BY: Monica L. Rodriguez

Planning Manager

02/25/2026
Date

Fred R. Sandoval
Fred Sandoval

City Manager

ORDINANCE NO. 2546-01

AN ORDINANCE OF THE CITY OF SAN BENITO, TEXAS, AMENDING ORDINANCE NUMBER 2546 AND ANY OTHER AMENDING ORDINANCES CODIFIED IN THE CODE OF ORDINANCES PERTAINING TO "FLOOD DAMAGE PREVENTION"; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

CHAPTER 3 BUILDING REGULATIONS
ARTICLE 3.14 FLOOD DAMAGE PREVENTION

CHAPTER 1: GENERALLY

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CHAPTER 1: Generally

3.14.001. Statutory authorization.

The legislature of the state has in the Flood Control Insurance Act, Texas Water Code, section 16.315, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the mayor and city commission of the city does ordain as follows:

3.14.002. Findings of fact.

A. The flood hazard areas of the city are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

B. These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

3.14.003. Statement of purpose.

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

A. Protect human life and health;

B. Minimize expenditure of public money for costly flood control projects;

C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

D. Minimize prolonged business interruptions;

E. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

F. Help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize future flood blight areas; and

G. Insure that potential buyers are notified that property is in a flood area.

3.14.004. Methods of reducing flood losses.

In order to accomplish its purposes, this article uses the following methods:

A. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;

D. Control filling, grading, dredging and other development which may increase flood damage;

E. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

3.14.005. Definitions.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article it's most reasonable application.

Alluvial fan flooding. Flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex. A point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant structure. A structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of future conditions flood hazard. The land area that would be inundated by the 1-percent-annual chance (100-year) flood based on future conditions hydrology.

Area of shallow flooding. A designated AO, AH, AR/AO, AR/AH, or VO zone on a community's flood insurance rate map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard. The land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as zone A on the flood hazard boundary map (FHBM). After detailed rate-making has been completed in preparation for publication of the FIRM, zone A usually is refined into zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

Base flood. The flood having a 1-percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE). The elevation shown on the flood insurance rate map (FIRM) and found in the accompanying flood insurance study (FIS) for zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the base flood.

Basement. Any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway wall. A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Critical feature. An integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development. Any manmade change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building. For insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing construction. For the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood elevation study. An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map (FIRM). An official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study (FIS). See flood elevation study.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land areas from:

A. The overflow of inland or tidal waters.

B. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood protection system. Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodplain management. The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations. Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodplain or flood prone area. Any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodproofing. Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway. See regulatory floodway.

Functionally dependent use. A use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure. Any structure that is:

A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary [of the Interior] to qualify as a registered historic district;

C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

    1) By an approved state program as determined by the Secretary of the Interior or;

    2) Directly by the Secretary of the Interior in states without approved programs.

Levee. A manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system. A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of section 60.3 of the National Flood Insurance Program regulations.

Manufactured home. A structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level. For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

New construction. For the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974,

whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Recreational vehicle. A vehicle which is:

A. Built on a single chassis;

B. 400 square feet or less when measured at the largest horizontal projections;

C. Designed to be self-propelled or permanently towable by a light duty truck; and

D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine. Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special flood hazard area. See area of special flood hazard.

Start of construction. For other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure. For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred

"substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

B. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance. A grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see section 60.6 of the National Flood Insurance Program regulations.)

Violation. The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without

the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) [of the National Flood Insurance Program regulations] is presumed to be in violation until such time as that documentation is provided.

Water surface elevation. The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

3.14.006. Lands to which this article applies.

This article shall apply to all areas of special flood hazard with the jurisdiction of the city.

3.14.007. Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Cameron County, Texas and Incorporated Areas" dated February 16, 2018 with accompanying flood insurance rate maps (FIRM) dated February 16, 2018 and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

3.14.008. Establishment of development permit.

A floodplain development permit shall be required to ensure conformance with the provisions of this article.

3.14.009. Compliance.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this article and other applicable regulations.

3.14.010. Abrogation and greater restrictions.

This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

3.14.011. Interpretation.

In the interpretation and application of this article, all provisions shall be;

A. Considered as minimum requirements;

B. Liberally construed in favor of the governing body; and

C. Deemed neither to limit nor repeal any other powers granted under state statutes.

3.14.012. Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made hereunder.

3.14.013. Designation of the floodplain administrator.

The director of planning and development is hereby appointed the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

3.14.014. Duties and responsibilities of the floodplain administrator.

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

A. Maintain and hold open for public inspection all records pertaining to the provisions of this article.

B. Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.

C. Review, approve or deny all applications for development permits required by adoption of this article.

D. Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

E. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.

F. Notify, in riverine situations, adjacent communities and the state coordinating agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

G. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

H. When base flood elevation data has not been provided in accordance with section 3.14.007, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of sections 3.14.017 through 3.14.021.

I. When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

J. Under the provisions of 44 CFR chapter 1, section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community first completes all of the provisions required by section 65.12.

3.14.015. Permit procedures.

A. Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

1) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

2) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

3) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of section 3.14.018(2);

4) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;

5) Maintain a record of all such information in accordance with section 3.14.014;

B. Approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors:

1) The danger to life and property due to flooding or erosion damage;

2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

3) The danger that materials may be swept onto other lands to the injury of others;

4) The compatibility of the proposed use with existing and anticipated development;

5) The safety of access to the property in times of flood for ordinary and emergency vehicles;

6) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

8) The necessity to the facility of a waterfront location, where applicable;

9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

3.14.016. Variance procedures.

A. The appeal board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this article.

B. The appeal board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this article.

C. Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.

D. The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

E. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the state inventory of historic places, without regard to the procedures set forth in the remainder of this article.

F. Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in section 3.14.015(b) of this article have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.

G. Upon consideration of the factors noted above and the intent of this article, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this article (section 3.14.003).

H. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

I. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

J. Prerequisites for granting variances:

1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

2) Variances shall only be issued upon:

a. Showing a good and sufficient cause;

b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

3) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

K. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

1) The criteria outlined in this section are met; and

2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

3.14.017. General standards.

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

A. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

B. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

C. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

D. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed

and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

E. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;

F. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and,

G. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

3.14.018. Specific standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in section 3.14.007, section 3.14.014(8), or section 3.14.019(c), the following provisions are required:

A. Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above two feet (2') above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in section 3.14.015(a)(1), is satisfied.

B. Nonresidential construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above two feet (2') above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.

C. Enclosures. New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

1) A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

2) The bottom of all openings shall be no higher than 1 foot above grade.

3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

D. Manufactured homes.

1) Require that all manufactured homes to be placed within zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

2) Require that manufactured homes that are placed or substantially improved within zones A1-30, AH, and AE on the community's FIRM on sites: (i) outside of a manufactured home park or subdivision; (ii) in a new manufactured home park or subdivision; (iii) in an expansion to an existing manufactured home park or subdivision; or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

3) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of subsection (4) of this section be elevated so that either:

a) The lowest floor of the manufactured home is at or above the base flood elevation; or

b) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

E. Recreational Vehicles. Require that recreational vehicles placed on sites within zones A1-30, AH, and AE on the community's FIRM either: (A) be on the site for fewer than 180 consecutive days; or (B) be fully licensed and ready for highway use; or (C) meet the permit requirements of section 3.14.015(a), and the elevation and anchoring requirements for "manufactured homes" in subsection (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

3.14.019. Standards for subdivision proposals.

A. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with sections 3.14.002, 3.14.003, 3.14.004 of this article.

B. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet floodplain development permit requirements of section 3.14.008; section 3.14.015; and the provisions of sections 3.14.017 through 3.14.021 of this article.

C. Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to section 3.14.007 or section 3.14.014(8) of this article.

D. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

E. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

F. All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall be designed to ensure that post-development runoff volumes and peak discharge rates do not exceed pre-development runoff volumes and peak discharge rates for the 2-year, 10-year, and 100-year, 24-hour storm events. This shall be achieved through the use of Low Impact Development (LID) principles, green infrastructure practices, or other permanent stormwater management facilities designed by a registered professional engineer. Such facilities shall be designed, constructed, and maintained to permanently minimize the adverse impacts of new impervious surfaces and development on flood conditions, in accordance with generally accepted engineering standards.

3.14.020. Standards for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard established in section 3.14.007, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

A. All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified); or

B. All new construction and substantial improvements of nonresidential structures;

1) Have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified); or

2) Together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO zone, or below the base flood elevation in an AH zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

C. A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this Section, as proposed in section 3.14.015 are satisfied.

D. Require within zones AH or AO adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

3.14.021. Penalties for noncompliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the

provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this court order or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $500.00 for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent city from taking such other lawful action as is necessary to prevent or remedy any violation. (Ordinance 2546 adopted 2/6/18)

§ 3.14.022. through § 3.14.030. (Reserved)

CHAPTER 2: No-Wake Vehicle

3.14.031. Title.

During periods of unusually high water, flooding and/or a natural disaster and a concern for all health, safety and property and the protection of said property, motor vehicles and/or watercrafts operating within the city will be required to observe no-wake rules over the entire city jurisdiction.

3.14.032. Definitions.

Words and phrases used in this division shall be defined and construed in accordance with the definitions as set forth:

Emergency. A sudden, urgent, usually unexpected occurrence or occasion requiring immediate action of need for help or relief, created by some unexpected event.

Emergency personnel. Is an individual with a specific purpose or directive, assigned to a specific task, which include but are not limited to police, firemen, medical personnel or government staff.

Flood. Anytime the curbs on a street and or the street itself are not visible due to water.

High profile vehicle. Any vehicle with a high center of gravity, especially SUV's, vans, and pickup trucks which are susceptible to rollovers.

Motor vehicle. Any wheeled vehicle whose propulsion is provided by an engine or motor of an internal combustion engine, although electric motors or other types are sometimes used.

No-wake. Operation of a motorized vehicle at the slowest possible speed required to maintain no water wake.

Operator. As used in this division, a person who drives or has physical control of a vehicle or water craft.

Wake. Is the region of recirculating flow immediately behind a moving solid body, caused by the flow of surrounding fluid around the body. In fluid dynamics, a wake is the region of disturbed flow (usually turbulent) downstream of a solid body moving through a fluid, caused by the flow of the fluid around the body. In incompressible fluids (liquids) such as water, a bow wake is created when a watercraft moves through the medium; as the medium cannot be compressed, it must be displaced instead, resulting in a wave.

Watercraft. Any self-propelled motorized vessel that moves on or through the water whose propulsion is provided by an engine or motor of an internal combustion engine, although electric motors or other types are sometimes used.

3.14.033. Operation on flooded streets.

A. It shall be unlawful for any person to operate any motor vehicle or boat on the streets, roads, highways, bridges or other areas which are flooded or inundated within the city either in excess of a speed of five miles per hour.

B. No person, unless emergency personnel shall be allowed to operate any high profile vehicle within the jurisdiction of the city, which would could cause a wake to flow unto personal or real property.

C. No person shall in any way tamper with, move, damage or destroy any barricades, signs or signals placed upon any streets, roads, highways or bridges within the city by any department of the city government or any other governmental agency in connection with any such street, road, highway or bridge being flooded or inundated.

D. No person shall disobey the instructions, signals, warnings or markings of any warning sign, signal, barricade, city employee or other emergency personnel so placed on any such street, road, highway or bridge which is flooded or inundated, unless at the time having been expressly so directed by a police officer of the state or city.

3.14.034. Penalty for violation.

Any person who violates any of the provisions of this division shall be fined an amount not to exceed five hundred dollars ($500.00) per day per offense.

FIRST READING of this ordinance before the City Commission of the City of San Benito at its Regular City Commission Meeting on this the **3rd** day of **March**, **2026**.

PASSED, APPROVED, AND ADOPTED on the Second and Final Reading at a Regular Meeting of the City Commission of the City of San Benito, Texas on this **17th** day of **March, 2026.**

CITY OF SAN BENITO

_____

Honorable Ricardo Guerra

Mayor

ATTEST:

_____

Ruth A. McGinnis

City Secretary

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to ratify Resolution Number 2026-0303-001(R), authorizing the Mayor or his designee to approve the application and acceptance of any Operation Stonegarden Grant Number 3186811 that the Office of the Governor issues for the period of performance of March 1, 2026, through February 28, 2027.

RECOMMENDATION:
The City Staff recommends approval.

RATIONALE:
This resolution is required in order for the San Benito Police Department to continue receiving funds as a grant recipient. The grant pays for a officers' overtime and any equipment awarded to the department. This grant is similar to the Stonegarden grants we have received in the past.

BUDGET IMPACT:
None

RESOURCE PERSONNEL:
Mario Perea, Police Chief

EXHIBITS: Stonegarden Resolution

PREPARED BY: Mario G. Perea
Chief of Police

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

STATE OF TEXAS	§	
COUNTY OF CAMERON	§	**RESOLUTION NUMBER 2026-0303-001**
CITY OF SAN BENITO	§	

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPROVE THE APPLICATION AND ACCEPTANCE OF ANY OPERATION STONEGARDEN (OPSG) GRANT 3186811 THAT THE OFFICE OF THE GOVERNOR ISSUES FOR THE PERIOD OF PERFORMANCE MARCH 1, 2026, AND ENDING FEBRUARY 28, 2027. (CAMERON-2025 OPSG).

WHEREAS, the City of San Benito finds it in the best interest of the citizens of San Benito, Cameron County, Texas, that the Operation Stonegarden Program be operated for the OPSG Fiscal Year 2024; and

WHEREAS, the City of San Benito agrees to provide applicable matching funds for said project as required by the Office of the Governor grant application; and

WHEREAS, the City of San Benito agrees that in the event of loss or misuse of the Office of Governor funds, the City of San Benito assures that the funds will be returned to the Office of the Governor in full; and

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

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of San Benito approves submission of the grant application for the Operation Stonegarden Program to the Office of the Governor.

PASSED AND APPROVED by the City Commission of the City of San Benito, Texas at a Regular City Commission Meeting on this the **3rd** day of **March, 2026.**

Grant Number: 3186811

CITY OF SAN BENITO, TEXAS

Honorable Ricardo Guerra
Mayor

CITY OF SAN BENITO 1920 TEXAS

ATTEST:

Ruth A. McGinnis
City Secretary

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to ratify Resolution Number 2026-0303-002(R), authorizing the Mayor of his designee to approve the application and acceptance of any Rifle Resistant Body Armor Grant 5733501 that the Officer of the Governor issues for the period of performance starting September 1, 2026, through September 30, 2027.

RECOMMENDATION:
The City Staff recommends approval.

RATIONALE:
The department is applying for funds for rifle vest and armor plates through the Rifle Resistant Body Armor Grant. In order to submit the application, a Resolution needs to be passed and approved by the City Commission. This is just to apply, funds have not been approved or distributed.

BUDGET IMPACT:
None.

RESOURCE PERSONNEL:
Mario Perea, Police Chief

EXHIBITS: Rifle Resistant Armor Grant

PREPARED BY: Mario G. Perea
Chief of Police

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

STATE OF TEXAS	§	
COUNTY OF CAMERON	§	**RESOLUTION NUMBER 2026-0303-002(R)**
CITY OF SAN BENITO	§	

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO APPROVE THE APPLICATION AND ACCEPTANCE OF ANY RIFLE RESISTANT BODY ARMOR GRANT 5733501 THAT THE OFFICE OF THE GOVERNOR ISSUES.

WHEREAS, the City of San Benito finds it in the best interest of the citizens of San Benito, Cameron County, Texas, that the Rifle Resistant Body Armor Grant be operated for fiscal year 2025-2026; and

WHEREAS, the City of San Benito agrees to provide applicable matching funds for said project as required by the Office of the Governor grant application; and

WHEREAS, the City of San Benito agrees that in the event of loss or misuse of the Office of Governor funds, the City of San Benito assures that the funds will be returned to the Office of the Governor in full; and

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

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of San Benito approves submission of the grant application for the Rifle Resistant Body Armor Grant to the Office of the Governor.

PASSED AND APPROVED by the City Commission of the City of San Benito, Texas at a Regular City Commission Meeting on this the **3rd** day of **March 2026.**

Grant Number: 5733501

CITY OF SAN BENITO, TEXAS

Honorable Ricardo Guerra
Mayor

ATTEST:

Ruth A. McGinnis
City Secretary

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to ratify Resolution 2026-0303-003(R) authorizing the Mayor to execute a Texas Department of Transportation Agreement for the temporary closure of a State Right-of-Way on Sam Houston Boulevard, for the 1st Annual Hog Waddle Mini Kickoff Parade to be held on March 7, 2026.

RECOMMENDATION:
The City Staff recommends approval.

RATIONALE:
The City will be hosting the 1st Annual Hog Waddle Mini Kickoff Parade on March 7, 2026, from 8:00 am to 12:00 pm. The event will take place on Sam Houston Boulevard, a State Right-of-Way. A Resolution and a TxDOT Road Closure Agreement need to be signed by the City in order to close the roadway.

BUDGET IMPACT:
None.

RESOURCE PERSONNEL:
Mario Perea, Police Chief

EXHIBITS: Resolution 2026-0303-003(R)

PREPARED BY: Mario G. Perea
Chief of Police

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

STATE OF TEXAS	§	
COUNTY OF CAMERON	§	**RESOLUTION NUMBER 2026-0303-003(R)**
CITY OF SAN BENITO	§	

A RESOLUTION ESTABLISHING THE 1st ANNUAL HOG WADDLE MINI KICKOFF PARADE CONDUCTED ON SAM HOUSTON BOULEVARD, FROM HICKS STREET TO ADELE STREET, IN SAN BENITO, TEXAS, ON MARCH 7, 2026, WHICH SERVES A PUBLIC PURPOSE, AND HEREBY AUTHORIZE THE MAYOR TO EXECUTE THE TEXAS DEPARTMENT OF TRANSPORTATION AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY FOR SAM HOUSTON BOULEVARD AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of San Benito is establishing an annual Hog Waddle Mini Kickoff Parade expected to be viewed by hundreds of members of the public; and

WHEREAS, the City Commission finds the Hog Waddle Mini Kickoff Parade helps foster a spirit of community, patriotism and unity that serves a public purpose; and

WHEREAS, the Hog Waddle Mini Kickoff Parade takes place on Sam Houston Boulevard, the main thoroughfare through downtown San Benito; and

WHEREAS, the Texas Department of Transportation requires the passage of this Resolution and the execution of an Agreement for the Temporary Closure of State Right-of-Way before it will permit the closure of Sam Houston Boulevard for purposes of the Christmas Parade; and

WHEREAS, the City Commission requests the temporary closure of Sam Houston Boulevard on March 7, 2026, for purposes of permitting the City of San Benito to hold and conduct its 1st Annual Hog Waddle Mini Kickoff Parade;

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of San Benito finds and adopts the statements above as true and expressly finds that the 1st Annual Hog Waddle Mini Kickoff Parade serves a legitimate public purpose.

BE IT FURTHER RESOLVED that the City Commission of the City of San Benito approves the Agreement for the Temporary Closure of State Right-of Way proposed by the Texas Department of Transportation and hereby authorizes the Mayor to execute the Agreement on behalf of the City of San Benito.

All prior resolutions in conflict herewith are expressly repealed. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this __3rd__ day of March 2026.

CITY OF SAN BENITO, TEXAS

Honorable Ricardo Guerra
Mayor

ATTEST:

Ruth A. McGinnis
City Secretary

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve Resolution Number 2026-0303-004(R), a resolution approving the Joint Election between the San Benito Consolidated Independent School District and the City of San Benito for the May 2, 2026, School Board and City Commission Elections.

RECOMMENDATION:

City Administration is requesting that the City Commission approve Joint Election Resolution Number 2026-0303-004(R), which shares election costs with the San Benito Consolidated Independent School District and provides citizens with access to more voting locations.

RATIONALE:

Approval of this resolution will formalize a Joint Election between the San Benito Consolidated Independent School District and the City of San Benito for the May 2, 2026, School Board and City Commission Elections. Conducting a joint election promotes administrative efficiency, reduces costs through shared resources and personnel, and provides convenience to voters by consolidating election activities at common polling locations. It ensures compliance with applicable state election laws and establishes a clear coordination of responsibilities between both entities through the Cameron County Elections Department.

BUDGET IMPACT:

None.

RESOURCE PERSONNEL:

Ruth McGinnis, City Secretary

EXHIBITS: Resolution 2026-0303-004(R) Joint Election SBCISD_COSB

PREPARED BY: Ruth McGinnis
City Secretary

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

Resolution No. 2026-0303-004(R)
Joint Resolution between the City of San Benito and
the San Benito Consolidated Independent School District
Regarding the Holding of a Joint Election

WHEREAS, the City of San Benito and the San Benito Consolidated Independent School District (the "Parties") wish to cooperate in the holding of a joint election in accordance with the provisions of the Texas Education Code (Chapter 11, Subchapter A); and

WHEREAS, the Parties believe that a joint election will promote efficiency, economy, and convenience for the voters of the City and the School District;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Benito and the Board of Trustees of the San Benito Consolidated Independent School District as follows:

That a joint election shall be held on May 2, 2026, for the purpose of electing officers of the City and the School District in accordance with the provisions of the Texas Election Code and Texas Education Code.

That the City Secretary of the City of San Benito and the Secretary of the Board of Trustees of the San Benito Consolidated Independent School District are hereby directed to take all necessary steps to prepare shared polling locations where appropriate and provide for shared cost at such locations.

That the expenses incurred in connection with the joint election shall be borne by the City and the School District in such manner as shall be agreed upon by the Parties through a contract with the Cameron County Elections Administrator, in accordance with the provisions of the Texas Education Code and the Texas Election Code.

That this resolution shall become effective immediately upon its adoption.

ADOPTED this 3rd day of March, 2026.

CITY OF SAN BENITO

_____
Mayor

ATTEST:

_____
City Secretary

SAN BENITO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

_____
President, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

CERTIFICATE OF BOARD

San Benito Consolidated Independent School District	Cameron	031-912
Name of School District	County	Co.-Dist. Number

We, the undersigned, do hereby certify that the attached annual financial reports of the above named school district were reviewed and 7 approved 0 disapproved for the year ended June 30, 2025 at a meeting of the board of school trustees of such school district on the 11 day of February, 2026.

Signature of Board Vice President

Signature of Board President

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve Resolution Number 2026-0303-006(R), recognizing and supporting the Texas Independence Celebration Association (THICA) event to be held on March 14, 2026, at the San Benito Fairgrounds, and acknowledging the historical significance of the Texas Revolution.

RECOMMENDATION:
City Administration recommends approval.

RATIONALE:
The Texas Independence Celebration Association (THiCA) hosts an annual event commemorating Texas' rich history and the legacy of the Texas Revolution. The event promotes civic pride, historical education, and community engagement through cultural activities, educational programming, and public participation. Recognizing and supporting this event affirms the City's commitment to preserving and promoting Texas history, while encouraging tourism and local economic activity. Approval of Resolution No. 2026-0303-006(R) formally acknowledges the importance of this historical commemoration and the positive impact of the event on the community.

BUDGET IMPACT:
None.

RESOURCE PERSONNEL:
Fred Sandoval, City Manager

EXHIBITS: Resolution 2026-0303-006(R) Tx Independence Group

PREPARED BY: Fred Sandoval
City Manager

02/25/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

STATE OF TEXAS	**§**	
COUNTY OF CAMERON	**§**	**RESOLUTION NUMBER 2026-0303-006(R)**
CITY OF SAN BENITO	**§**	

A RESOLUTION OF THE CITY OF SAN BENITO, TEXAS, RECOGNIZING AND SUPPORTING THE TEXAS INDEPENDENCE CELEBRATION ASSOCIATION (THICA) TO BE HELD ON SATURDAY, MARCH 14, 2026, AT THE SAN BENITO FAIRGROUNDS; ACKNOWLEDGING THE HISTORICAL SIGNIFICANCE OF THE TEXAS REVOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of San Benito, Texas, is committed in honoring the rich history, culture, and heritage of the State of Texas and its people; and

WHEREAS, the Texas Independence Celebration Association (THICA) will be held on Saturday, March 14, 2026, at the San Benito Fairgrounds located at FM 510 and Cesar Gonzalez Parkway, from 10:00 a.m. to 4:00 p.m.; and

WHEREAS, the event will feature historically significant reenactment of the Battle of the Alamo performed by costumed reenactors portraying Texan defenders and Mexican troops under President General Antonio López de Santa Anna; and

WHEREAS, this reenactment commemorates the Texas Revolution, which began in 1835 when settlers in the Mexican province of Texas resisted an increasingly centralist government, ultimately leading to pivotal battles and the establishment of the Republic of Texas; and

WHEREAS, the event together with the city will also include a Market Fair, art show, food vendors, musical performances, and BBQ Cook-Off judging, providing a full day of family-friendly cultural, educational, and recreational activities for residents and visitors; and

WHEREAS, the Celebration will begin at 10:00 a.m. with performances by local school students, including a 40-minute program by Fourth Grade students honoring the Texan and Tejano heroes who fought and sacrificed for independence and liberty; and

WHEREAS, the opening prayers will begin at 1:00 p.m., followed by pledges to the flag, and culminating with the reenactment of the Battle of the Alamo; and

WHEREAS, the City Commission of the City of San Benito recognizes the value of community events that promote historical education, civic pride, and cultural enrichment for all residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS, THAT:

1. **The City of San Benito hereby recognizes and supports the Texas Independence Celebration to be held on March 14, 2026, at the San Benito Fairgrounds.**

2. **The City encourages residents, families, and visitors to participate in the day's events and to honor the legacy of the Texan and Tejano heroes who shaped the history of Texas.**

PASSED AND APPROVED by the City Commission of the City of San Benito, Texas at a Regular City Commission Meeting on this the **3rd** day of **March 2026.**

CITY OF SAN BENITO, TEXAS

_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the San Benito Drainage Master Plan Project, including authorization of the Interlocal Agreement and adoption of Resolution Number 2026-0303-005(R) regarding the Flood Mitigation Assistance local match and related additional services.

RECOMMENDATION:
Staff recommends approval of the San Benito Drainage Master Plan project and authorization of the Interlocal Final Agreement for the Flood Mitigation Assistance local match and additional services to ensure compliance with program requirements and allow the project to move forward.

RATIONALE:

Approval of this agreement allows the City to meet Flood Mitigation Assistance requirements and move forward with the Drainage Master Plan. The project will help identify drainage improvements, reduce flood risk, and strengthen long-term infrastructure planning for the community.

BUDGET IMPACT:
$40,806.00

RESOURCE PERSONNEL:
Fred Sandoval, City Manager

EXHIBITS:
San Benito DMP Interlocal Memo
Interlocal Agreement-CCDD3-San Benito
RESOLUTION 2026-0303-005(R) CCID3-Flood

PREPARED BY: Fred Sandoval
City Manager

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

MEMORDANDUM

Date: 02/11/2026

To: Mr. Fred Sandoval, City Manager, City of San Benito, TX
Mr. Ben Escobar, District Manager, CCDD3

From: Eric Scheibe, PE, President, Scheibe Consulting, LLC (District Engineer – CCDD3)

Subject: **San Benito Drainage Master Plan – Inter Agency Coordination**

Mr. Sandoval,

Cameron County Drainage District #3 has made an effort over the years to identify and resolve flooding issues throughout the district boundaries. In 2020, CCDD3 hired Scheibe Consulting, LLC to develop a TWDB Flood Infrastructure Fund (FIF) grant application, which was awarded by the TWDB in 2021. Scheibe started work on the CCDD3 FIF project in late 2021. Once this project was started, it was realized that additional modeling would be needed to better evaluate flood risk for the City of San Benito (located in the middle of the CCDD3 boundary). The current FIF scope included only surface 2D hydraulic analysis and did not address subsurface hydraulics typical of an urbanized stormsewer system. To help fund the need for better information related to the San Benito Stormsewer System, CCDD3 decided to apply for additional grant funding through the FEMA Flood Mitigation Assistance (FMA) grant program. This FMA grant was awarded to CCDD3 in early 2024 and it was a 90/10 grant. Early discussions between CCDD3 and the City of San Benito including consideration of the City funding the local match portion of this FMA grant, which is $40,806.00.

Scheibe Consulting was selected to perform engineering services for the FMA grant, with the initial contract between Scheibe and CCDD3 executed on 8/14/2024. During the FMA grant application process, coordination with San Benito was made to determine a reasonable study boundary, which was used for the grant application. Once the project was funded and Scheibe was underway with the initial survey effort, it was found that the original limits of the City stormsewer study area were underestimated in the original contract. **Figure A** illustrates the stormsewer data that was collected, compared to the limits of the originally assumed stormsewer system. The additional study area found results in an additional 65% increase in field survey work and H&H modeling work. In order to provide the City with a complete and comprehensive stormsewer drainage master plan, it is important that the entire system be modeled and evaluated.

The original FMA grant was funded with a 90/10 cost share with FEMA. The local match for the FMA grant totals $40,806.00. To-date, no agreement between CCDD3 and the City of San Benito exists

related to this local match. Due to the additional survey and H&H modeling needs, Scheibe determined that an additional $202,000.00 is needed to ensure that this project is sufficiently comprehensive to meet the needs of the City and CCDD3. No additional grant funds are available to help the local community with this additional $202,000 that is needed for this project, so CCDD3 is willing to cover the cost of this additional $202,000 if the City of San Benito is willing to participate financially with this project and execute an agreement with CCDD3 to fund the original $40,806.00.

This summary memo is intended to be a catalyst to assist CCDD3 and the City of San Benito in executing an agreement necessary to ensure that this project will meet the needs of the community as a whole.

Please contact me if you have any questions at 512-252-8634 or escheibe@scheibeconsulting.com

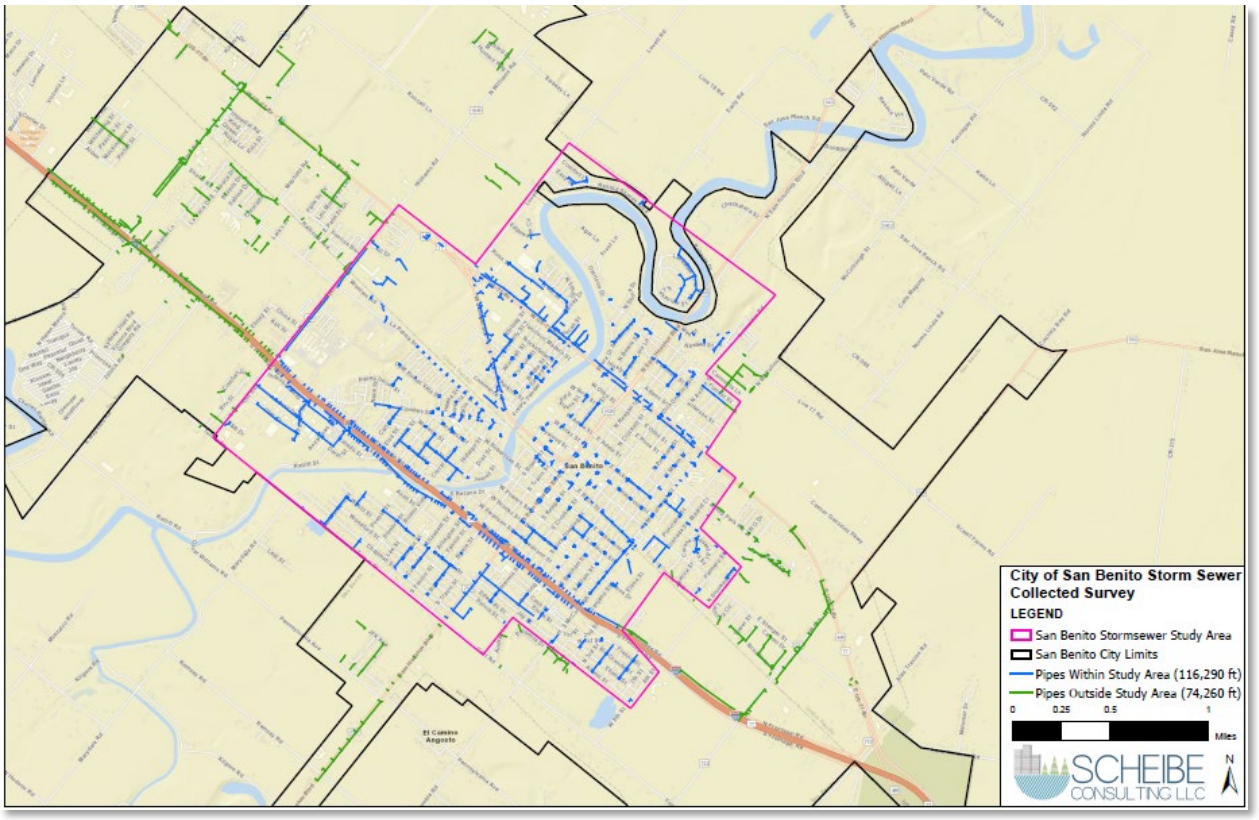


Figure A: Project Area Map

THE STATE OF TEXAS §

INTERGOVERNMENTAL AGREEMENT

COUNTY OF CAMERON §

This AGREEMENT is made pursuant to the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code, between CAMERON COUNTY DRAINAGE DISTRICT #3, hereinafter referred to as the DISTRICT, acting through its BOARD, and the CITY OF SAN BENITO, hereinafter referred to as the CITY, acting through its City Council, hereinafter referred to as the PARTICIPANTS.

The DISTRICT agrees to provide grant funds budgeted from one or more Texas Water Development Board, or other State and or Federal programs, hereinafter singularly or collectively referred to as the GRANT, awarded to complete necessary studies and construction activities to complete a City-Wide Drainage Master Plan within the jurisdiction of the PARTICIPANTS, hereinafter referred to as the PROJECT, on behalf of the parties to this agreement. The term of this Agreement shall be from February 24, 2026, until all PROJECT-related grants have been completed and closed by the appropriate state and federal agencies. Each party may terminate this Agreement with thirty (30) days written notice to the other parties, but such early termination shall not relieve the parties from the financial obligations addressed below.

Parties agree that the DISTRICT shall:

1. Endeavor to execute its responsibilities in a timely and efficient manner.
2. Apply as the lead applicant for GRANT funds on behalf of the PARTICIPANTS.
3. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to the appropriate State of Federal agencies upon request.
4. Serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, the PARTICIPANTS, and the appropriate state of federal agencies.
5. Provide PROJECT-related application drafts, agency contracts, study drafts, and preliminary and pre-bid project design documents to each PARTICIPANT'S chief elected official or designee for review and comment prior to approval by the COUNTY.
6. Provide additional funds for the PROJECT in the event the PROJECT budget exceeds the grant funding and grant local match allocation.
7. Authorize through approval of this Agreement the District Manager to act in all matters pertaining to the DISTRICT'S participation in the PROJECT and GRANT without further approval by the BOARD, except for the approval of GRANT contracts and official commitment of DISTRICT funds beyond those committed above.

Parties agree that the CITY shall:

1. Endeavor to execute its responsibilities in a timely and efficient manner.
2. Fund the local match for the GRANT funds, not to exceed $40,806.00.
3. Cooperate as necessary to complete GRANT applications.

4. Permit unrestricted access by the DISTRICT and its selected engineering, administrative, and construction contractors to those portions of the planning study and construction sites under CITY's control, to allow performance of the GRANT-related duties outlined in agreements these entities shall have with the DISTRICT.
5. Direct the CITY'S chief elected officer or designee review and provide comments if any to DISRICT regarding PROJECT-related application drafts, agency contracts, study drafts, and preliminary and pre-bid project design documents provided by the DISTRICT, within ten (10) business days of receipt.
6. Authorize, through approval of this Agreement, the respective Chief Local Elected Official to act in all matters pertaining to the CITY'S participation in the PROJECT and GRANT without further approval by the CITY'S governing body, except for the official commitment of CITY'S funds.

The parties further agree that any PROJECT-related funds provided by the DISTRICT are without warranty of any kind to the CITY or any third party, and the CITY hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the DISTRICT, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the DISTRICT'S performance of its obligations under this Agreement. Nothing herein shall be construed to create any rights in third parties.

CAMERON COUNTY DRAINAGE DISTRICT #3, CAMERON CO., TEXAS	**CITY OF SAN BENITO, TEXAS**
NAME BOARD PRESIDENT	RICARDO GUERRA MAYOR
ATTEST:	ATTEST:
NAME BOARD SECRETARY	RUTH A. MCGINNIS CITY SECRETARY

STATE OF TEXAS §

COUNTY OF CAMERON § **RESOLUTION NUMBER 2026-0303-005(R)**

CITY OF SAN BENITO §

A RESOLUTION OF THE CITY OF SAN BENITO, TEXAS, AUTHORIZING THE PARTICIPATION, ADMINISTRATION, AND LOCAL MATCH FUNDING FOR THE PROPOSED TWDB FLOOD MITIGATION ASSISTANCE FUNDED SAN BENITO DRAINAGE MASTER PLAN PROJECT

WHEREAS, Cameron County Drainage District #3 has applied for and has obtained grant funding, and will administer a Texas Water Development Board/FEMA Flood Mitigation Assistance Grant for the purpose of conducting a city-wide drainage master plan for the City of San Benito, Texas; and

WHEREAS, Cameron County Drainage District #3 is slated to receive $367,254.00 in grant funding for this project, through this Texas Water Development Board FEMA Grant; and

WHEREAS, Cameron County Drainage District #3 has identified the need for additional funding to cover the full extents of the existing City storm sewer system and model, and fill fund this full additional cost with District funds, totaling an additional $202,000.00; and

WHEREAS, Cameron County Drainage District #3 will manage and administer this TWDB grant, and is willing to collaborate with the City of San Benito, Texas on the overall local match funding needed for this project, totaling $40,806.00.

NOW, THEREFORE, BE IT RESOLVED:

Section I. That the **City of San Benito, Texas agrees to fund $40,806.00** over the course of this project with cash.

PASSED AND APPROVED by the City Commission of the City of San Benito, Texas at a Regular City Commission Meeting on this the **3rd** day of **March**, **2026**.

CITY OF SAN BENITO, TEXAS

_____
Honorable Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve an Ambulance Service Contract between the City of San Benito and South Texas Emergency Care Foundation, Inc. for the provision of emergency and non-emergency ambulance services and emergency medical services (EMS).

RECOMMENDATION:
City Administration recommends approval.

RATIONALE:
The City of San Benito is committed to ensuring the continued delivery of reliable, high-quality emergency medical services to residents and visitors. Approval of the Ambulance Service Contract with South Texas Emergency Care Foundation, Inc. will formalize the terms and conditions under which emergency and non-emergency ambulance services are provided within the City's jurisdiction.

The agreement establishes clear service expectations, response standards, operational responsibilities, and regulatory compliance requirements to safeguard public health and safety. Entering into this contract supports continuity of care, enhances accountability, and ensures that qualified personnel and properly equipped units are available to respond to medical emergencies in a timely and professional manner. Approval of this item is recommended to maintain uninterrupted EMS coverage and uphold the City's responsibility to protect the welfare of the community.

BUDGET IMPACT:

RESOURCE PERSONNEL:
Fred Sandoval, City Manager

EXHIBITS: Proposed San Benito-EMS Contract - 2026-2031 (Final 02252026)

PREPARED BY: Fred Sandoval
City Manager

02/25/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

CITY OF SAN BENITO, TEXAS
AND
SOUTH TEXAS EMERGENCY CARE FOUNDATION, INC.

AMBULANCE SERVICE CONTRACT

Witness this grant of an ambulance contract by the City of San Benito, Texas (the "CITY"), a municipal corporation located in Cameron County, Texas, to South Texas Emergency Care Foundation, Inc. ("STECF"), a Texas non-profit corporation, and further witness this contract for emergency and non-emergency ambulance services and emergency medical services in the City of San Benito by and between the CITY and STECF; this contract to include the performance by STECF of all emergency and non-emergency ambulance services, emergency services, and transport services (as defined or otherwise described in Ordinance No. 2297-A, San Benito Code of Ordinances, as passed and approved on April 2, 2013 and in effect on the Effective Date of this contract and as may subsequently be amended from time to time, said Ordinance No. 2297-A and any amendments thereto being referred to herein as the "EMS Ordinance") and emergency medical services, emergency medical care, and emergency pre-hospital care (as defined or otherwise described in Chapter 773, *Texas Health and Safety Code,* as in effect on the effective date of this contract, and as may subsequently be amended from time to time). All such emergency and non-emergency ambulance and medical services are collectively defined to be and referred to herein as "Ambulance and EMS Services".

WHEREAS, the continuance of emergency and non-emergency ambulance services and emergency medical services to the citizens of San Benito is of utmost importance to the health, safety and welfare of the citizens of San Benito, thus the CITY has adopted the EMS Ordinance regulating such services in the City of San Benito; and

WHEREAS, this contract for Ambulance and EMS Services is to be entered into on behalf of and for the benefit of the public and in response to the need and necessity for Ambulance and EMS Services; and further the provision of such Ambulance and EMS Services is intended to be a valid exercise of the police power; and

WHEREAS, STECF has agreed to furnish such Ambulance and EMS Services as, in the judgment of the CITY, are necessary and reasonable for the continuing health, safety, and welfare of the citizens of San Benito, subject to the CITY entering into a contract with STECF for the furnishing of such Ambulance and EMS Services;

NOW, THEREFORE, by virtue of the vital necessity of maintaining Ambulance and EMS Services for the citizens of San Benito, CITY herewith grants to STECF this express contract to operate ambulances and to provide Ambulance and EMS Services in the CITY as the same are described in the EMS Ordinance, STECF having qualified for such contract as provided for in said EMS Ordinance, such permits and this contract for Ambulance and EMS Services being for a period beginning at 12:01 a.m. on January 1, 2026 and continuing through 11:59 p.m. on December 31, 2031 ("Contract Term"), unless sooner terminated pursuant to the terms of this contract in which case the contract shall immediately terminate. Upon the expiration of the Contract Term, this contract will continue on a month-to-month basis, for no more than six (6) months from the end of the Contract Term, or until the CITY and STECF execute a new contract.

To provide for the furnishing of Ambulance and EMS Services to the citizens of San Benito, the CITY and STECF agree to the terms stated herein:

1. STECF shall maintain at least one (1) location in the City of San Benito, it

being agreed to by the parties to be at the property located at 705 N. Bowie St., San Benito, Texas 78586 (“STECF San Benito Location”)a property owned by City, at which Ambulance and EMS Services operations will be located and from which such Ambulance and EMS Services will be operated.

2. STECF shall obtain and maintain throughout the term of this contract not less than one (1) ambulance at a location in the City of San Benito to be available for Ambulance and EMS Services at all times, 24 hours a day, for each day unless said ambulance is on an emergency call. STECF will endeavor to provide a second ambulance during peak emergency call volume, as determined by STECF, based on STECF’s records. In addition to said ambulance, STECF shall make such other ambulances available at its locations in the City of Harlingen as may, in STECF's judgment, be necessary to provide Ambulance and EMS Services in the City of San Benito pursuant to this contract. The ambulances shall meet the requirements of all applicable federal laws, rules and regulations, the laws of the State of Texas, and the EMS Ordinance. STECF shall maintain an adequate number of duly qualified and licensed personnel (as may be required by law) to fully and efficiently operate such ambulances to provide Ambulance and EMS Services to the citizens of San Benito during the term hereof. In fulfilling the needs of the citizens of San Benito for Ambulance and EMS Services, STECF may make use of ambulances (and personnel to operate same), as may be purchased, borrowed, rented, leased, or otherwise lawfully arranged for, from services to be determined by STECF for such period of time or times as may be necessary under public disaster or other exigent circumstances during the term hereof, such ambulances and personnel being in

addition to those hereinabove provided for and required; provided further, that such ambulances and personnel shall meet the same qualifications and requirements as stated above for ambulances and personnel. CITY may inspect the equipment and facilities maintained by STECF for services hereunder; provided such inspections shall be at reasonable times.

3. STECF shall provide CPR/AED training/certification to all CITY employees on an as needed basis, at no cost to the CITY or CITY's employee. The CITY will be responsible for payment of any training/certification materials, at cost.

4. STECF shall be obligated to and hereby promises and agrees to render and perform for the benefit of CITY, all Ambulance and EMS Services for the general public in the City of San Benito, including but not limited to all emergency ambulance calls initiated by the San Benito Police and Fire Departments. At all times during the term of this Agreement, STECF shall (i) comply with all applicable federal and state laws, rules, and regulations including but not limited to Chapter 773, *Texas Health and Safety Code,* and Title 25, *Texas Administrative Code,* (ii) obtain and maintain in good standing and in full force and effect all required licenses and certificates for STECF and its EMS personnel and vehicles, and (iii) perform all Ambulance and EMS Services in accordance with applicable federal and state laws, rules, and regulations and accepted and appropriate standards of care for ambulance transport and emergency medical services.

5. Emergency medical service personnel shall deliver emergency patients to hospitals in Cameron County as requested by such patient or their agents. In the absence of such request, the ambulances and personnel shall deliver such patients to the nearest

appropriate hospital emergency department capable of handling the emergency or as otherwise directed by an emergency physician in radio contact with the emergency medical service vehicle.

6. STEC shall be solely responsible for billing and collecting for Ambulance and EMS Services to be furnished by it hereunder, and all such collections shall be the sole property of STEC. As of the Effective Date, subject to reductions required to comply with maximum reimbursement rates (i) imposed by Federal or state law for patients eligible for Medicare and Medicaid benefits or (ii) imposed by contracts between STEC and insurance companies, hospitals, or other healthcare providers, and further subject to periodic adjustments as permitted herein, the Base Rate charges for services to be provided by STEC are those charges listed on the Schedule of Base Rate Charges attached hereto as **Exhibit "A"**. The CITY and STEC acknowledge that STEC's costs to provide Ambulance and EMS Services, including but not limited to compensation for EMS personnel, customized EMS vehicles and equipment, supplies, and other expenses unique to EMS services and operations, are subject to continual increases due to inflation and other factors impacting healthcare. Accordingly, the CITY and STEC agree that STEC may, but is not obligated to, adjust its Base Rate Charges, effective as of October 1 of each calendar year during the term of this contract; provided, however, any such adjustment shall be based on and shall not exceed any percentage increase during the immediately preceding twelve months in the Consumer Price Index for All Urban Consumers (as published by the Bureau of Labor Statistics, United States Department of Labor). In the event of any such adjustment, STEC shall deliver the adjusted Schedule of Base Rate Charges to the City Manager of the CITY. STEC represents and warrants that it will endeavor in good faith and to the extent reasonably possible to keep any

such adjustments at a minimum and to maintain Base Rate Charges reasonably comparable to or as low as similar charges by other EMS providers in the Rio Grande Valley.

STEC agrees that it will not enter into a contract to provide Ambulance and EMS Services with any other municipality in Cameron County or Hidalgo County with Base Rate Charges more favorable or lower than the Base Rate Charges being charged at the time to the general public in the CITY under this contract.

7. The CITY acknowledges the public nature and necessity of furnishing public ambulance and emergency medical services to the citizens of and general public within the CITY and further recognizes and acknowledges that the emergency nature of such services makes full or substantial collection of charges by STECF for such services risky and speculative to the extent that the economic feasibility of such public ambulance and emergency medical services is imperiled. The CITY represents that its duly elected governing body has made a finding that public ambulance and emergency medical services are necessary for the health, welfare, and safety of the citizens of the CITY. Therefore, in consideration for the furnishing of adequate public ambulance and emergency medical services to the citizens of the CITY under this contract and the willingness of STECF to forego any payment from the CITY, the CITY, as an exercise of its police power, has agreed to the provisions and terms contained in this contract including but not limited to the exclusivity provision in the following paragraph.

The CITY, acting by and through its duly elected governing body, acknowledges that ensuring that Ambulance and EMS Services, including both emergency and non-emergency ambulance and medical services, are available to the citizens of the City of San Benito is crucial to the health, welfare, and safety of the public and those citizens

and that entering into this contract with STECF to secure the availability of such Ambulance and EMS Services is a valid exercise of the police power of the CITY to preserve and protect the health, welfare, and safety of the public and those citizens. Accordingly, during the term of and by this contract, and pursuant to the police powers of the CITY, STECF is awarded exclusive rights and responsibilities for provision of all Ambulance and EMS Services, including but not limited to all emergency and non-emergency ambulance services and emergency medical services, and further including special events coverage, originating within the City of San Benito, regardless of the manner in which the request for service is conveyed.

Because the granting of exclusive rights and responsibilities by this contract is a valid exercise of CITY's police power to preserve and protect the health, safety and welfare of the public and its citizens for a limited period of time, it is not and shall not be considered or construed to be a grant of an exclusive franchise or monopoly which might otherwise be prohibited by Article I, Section 26 of the Constitution of the State of Texas.

8. STECF agrees to include its vehicles used in providing Ambulance and EMS Services hereunder and the STEC San Benito Location in any liability insurance policy covering property damage, bodily injury, and death, carried by STECF under the terms of the EMS Ordinance. CITY shall be named as additional insured on all such insurance contracts.

STECF shall obtain and maintain (i) liability insurance, naming CITY as additional insured, to cover any automobile accident with a combined single limit of at least One Million Dollars ($1,000,000) for each person or each accident for bodily injury including

death or for property damage, (ii) a professional liability policy with minimum limits of One Million Dollars ($1,000,000) per incident and Two Million Dollars ($2,000,000) in the aggregate, and (iii) a comprehensive general liability policy with minimum limits of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate. The automobile liability policy, and any policy covering the STECF San Benito Location, that is obtained and maintained by STECF, shall provide coverage for STEC and CITY for any claims made against STECF or CITY for losses or damages inflicted or caused by the negligent use of STECF's vehicles used in providing Ambulance and EMS Services hereunder or caused by STECF's negligence in relation to the STECF San Benito Location.

All of said insurance policies shall contain a waiver of subrogation against the CITY and shall provide for no less than thirty (30) days written notice to CITY prior to cancellation. STECF shall furnish CITY with certificates of insurance as evidence of all such insurance coverage, and, upon written request by CITY, true and correct copies of insurance policies evidencing such liability insurance shall be filed by STECF with the City Secretary of the City, with receipts for prepaid premiums attached thereto.

9. CITY reserves the right to own, maintain, and operate emergency ambulance equipment which shall be limited in use to supplemental ambulance and emergency service in the CITY resulting from unusual conditions which cannot be served by STECF.

10. STECF shall make adequate public notice of its emergency medical facilities and Ambulance and EMS Services, and how to contact STECF regarding such

facilities and services. In this connection, CITY shall endeavor to generally publicize in the San Benito area, through the available press media, the name and availability of such Ambulance and EMS Services by STECF.

11. STECF and the Police Department and Fire Department of CITY shall communicate and negotiate from time to time, to enable such police and fire departments to properly and timely refer all emergency medical needs and calls to STECF; as such calls may be received by such police and fire department from time to time.

12. This contract shall not be assignable in whole or in part by either party without written consent of the other party.

13. Upon request of CITY, STECF shall furnish CITY reports of its Ambulance and EMS Services, with such reports to be not more often than once a month, and which reports may consist of the total number of responses to calls within the CITY for the reporting period and the date, nature (call type and dispatch priority), STECF vehicle(s), and response time for each ambulance and emergency medical service call received and responded to by STECF within the CITY. STECF shall not in any event be required to provide to CITY or include in any such report any private, privileged or confidential information regarding any patient or person to or for whom Ambulance and EMS Services have been provided including but not limited to name, address, any other information from which the patient or person may be identified or located, medical condition or treatment information, or other information determined by STECF to be protected from disclosure by any applicable federal or state law or regulation.

14. Default by either party herein on any item herein shall result in the right of cancellation by the aggrieved party or of seeking specific performance as such party shall determine; provided that, prior to cancellation of the contract by an aggrieved party, such

party shall first submit written notice of such breach and intent to cancel, and if such is not corrected (if correctable) within ten (10) days from the postmarked date of such written notice, the aggrieved party may consummate such contract cancellation on such tenth (10th) day. In any event, this Agreement may always be modified by mutual agreement of the parties hereto by written document signed by both parties.

15. Dispute Resolution. In the event of any dispute, controversy, default under the terms of this agreement as set forth in Section 14, or any other claim arising out of or relating to this Agreement, the aggrieved party will provide notice to the other party. The Parties shall first attempt to resolve the matter through good faith negotiations among and between representatives designated by each party. If the dispute cannot be resolved through good faith negotiations within thirty (30) days of receipt of notice, and to affect a timely and efficient resolution, the Parties hereto agree to proceed to non-binding mediation to be held within 120 days of the Notice.

16. Neither STECF nor CITY shall be deemed to have breached this contract or to be in default hereunder for any delay or failure to perform any act or obligation required by this contract if such delay or failure results directly or indirectly from acts of God, actions, decrees, or orders of a civil or military authority, acts of a public enemy, war, accident, fire, explosion, earthquake, hurricane or similar catastrophic weather event, flood, strikes or work stoppages by either party's employees, epidemic or pandemic, or any other similar or like event or cause beyond the reasonable control of such party.

17. STECF agrees to acquire and maintain in effect any permits or licenses required by and to comply with all applicable State licensing statutes and permit requirements which

are necessary to operate as an Ambulance and EMS Services provider as set forth hereinabove. By entering into this contract, the City and STECF agree that STECF has satisfied any requirement under the EMS Ordinance for a license or permit from the CITY, and the CITY waives any and all permitting fees otherwise required by the EMS Ordinance.

18. Any unenforceable provision of this contract shall be discussed by the parties hereto to seek resolution; regardless, the remainder of this contract shall continue in full force and effect.

19. CITY and STECF agree that the San Benito City Commission shall name a representative of CITY to serve on the Board of Directors of STECF in accordance with STECF's bylaws and during the contract term.

20. The CITY shall make a good faith effort and shall undertake such reasonable actions as are necessary to enforce those provisions of the EMS Ordinance prohibiting unauthorized EMS providers from operating within the City.

EXECUTED in duplicate _____ on this_____ day of _____ 2026.

THE CITY OF SAN BENITO

_____
BY: Ricardo Guerra
ITS: Mayor

ATTEST:

_____
By: Ruth A. McGinnis
City Secretary

SOUTH TEXAS EMERGENCY CARE FOUNDATION, INC.

_____

By:
ITS:

ATTEST:

_____
BY:
SECRETARY

EXHIBIT "A"

SOUTH TEXAS EMERGENCY CARE FOUNDATION, INC.

SCHEDULE OF BASE RATE CHARGES
(Effective as of October 1, 2025)

Type of Service	**Base Rate**
Basic Life Support	$868.00
Advanced Life Support I	$994.00
Advanced Life Support II	$1,169.00
Critical Care Support	$1,332.00

The base rates above do not apply to emergency or non-emergency patient transports eligible for Medicare of Medicaid reimbursement or payments for transports limited to lower reimbursement rates by contracts with third-party payors (i.e., VA benefits, insurance companies, hospitals, skilled nursing facilities, etc.). The Medicare and Medicaid reimbursement allowables in effect on October 1, 2025, are the following amounts which are below STEC's base rates:

	BLS	**ALS I**	**ALSII**	**Critical Care**
Medicare	$437.77	$519.85	$752.41	$889.21
Medicaid	$240.23	$285.28	$412.90	$487.97

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve an Interlocal Cooperation Contract between the City of San Benito and the University of Texas Rio Grande Valley for Cybersecurity Services.

RECOMMENDATION:
Staff recommends that the City Commission approve a partnership agreement between the City of San Benito and the University of Texas Rio Grande Valley (UTRGV) to enhance the City's cybersecurity posture through participation in UTRGV's cybersecurity support services program.

RATIONALE:
Approval of the partnership between the City of San Benito and the University of Texas Rio Grande Valley will strengthen the City's cybersecurity protections through real-time monitoring, threat detection, and incident response support. As cyber threats continue to target local governments, this collaboration provides a cost-effective way to safeguard City systems, protect sensitive information, and ensure continuity of operations while leveraging regional expertise and statewide coordination.

BUDGET IMPACT:
Interlocal Contract Section IV., 4.0 and 4.1 - None at this time.

RESOURCE PERSONNEL:
Diana Garza, Assistant City Manager

EXHIBITS: UTRGV RSOC and City of San Benito ILC

PREPARED BY: Diana Garza
Assistant City Manager

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

INTERLOCAL COOPERATION CONTRACT
BETWEEN
THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY
AND
City of San Benito
RELATING TO THE USE OF THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY
REGIONAL SECURITY OPERATIONS CENTER(RSOC)SERVICES

THIS INTERLOCAL COOPERATION CONTRACT (ILC) is entered into by and between **City of San Benito** and THE UNIVERISTY OF TEXAS RIO GRANDE VALLEY(UTRGV) (referred to individually as a "Party" and collectively as the "Parties"), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791. This ILC is created to give effect to the intent and purpose of Chapter 2063, Texas Government Code, concerning Regional Network Security Centers, specifically sections 2063.601, 2063.602, 2063.603, 2063.604, and 2063.605 and authorizes RSOC Customer to participate in the RSOC operated by UTRGV.
RSOC Customer acknowledges and agrees that this ILC is with UTRGV and, therefore, RSOC Customer does not have privity of contract with any UTRGV service provider(s). The RSOC shall use reasonable efforts to provide the services (the "Services") described in the Service Description.

SECTION I CONTRACTING PARTIES RSOC CUSTOMER: City of San Benito

PERFORMING AGENCY: The University of Texas Rio Grande Valley (UTRGV)
Contract No.

SECTION II STATEMENT OF SERVICES TO BE PERFORMED

2.1 Effect of ILC and General Process
Specific services will be outlined in the statement of work which will be developed during the onboarding processes.

Per Government Code Section 2063.604, the Department of Information Resources DIR and its university partner may include, but is not obligated to, provide the following security services through the RSOCs:

(a) real-time network security monitoring to detect and respond to network security events that may jeopardize this state and the residents of this state;
(b) alerts and guidance for defeating network security threats, including firewall configuration, installation, management, and monitoring, intelligence gathering, and protocol analysis;
(c) immediate response to counter network security activity that exposes this state and the residents of this state to risk, including complete intrusion detection system installation, management, and monitoring for participating entities;
(d) development, coordination, and execution of statewide cybersecurity operations to isolate, contain, and mitigate the impact of network security incidents for participating entities; and

(e) cybersecurity educational services.

Additional RSOC services may be offered to customers and would be listed in the scope of work or scope of work addendums as added.

This Interlocal Contract is between UTRGV and RSOC Customer and does not replace or supersede any other contracts for services, such as those offered by DIR. The terms of relevant DIR Shared Services Contracts, where applicable, will apply to this ILC and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this ILC with no further action by the Parties.

SECTION III RSOC CUSTOMER PARTICIPATION

3.1 RSOC Customer Specific Requirements

RSOC Customer shall notify UTRGV, in writing prior to execution of this ILC, of all RSOC Customer-specific requirements ("RSOC Customer-Specific Legal Requirements") that pertain to any part of RSOC Customer's business that is supported by UTRGV under this ILC. The Parties intend that if the Parties agree such RSOC Customer-Specific Requirements will be identified and included in the scope of work (SOW) to RSOC Customer. RSOC Customer shall use commercially reasonable efforts to notify UTRGV, in writing, of any changes to RSOC Customer-Specific Requirements that may, in any way, impact the performance, provision, receipt and use of Services. If necessary to facilitate UTRGV compliance, RSOC Customer shall provide written interpretation to UTRGV of any RSOC Customer-Specific Requirements. Should any Customer-Specific Requirements that are amended after the execution of this ILC impede or otherwise impact the ability of UTRGV to perform the services provided for herein, UTRGV may terminate this ILC immediately without further obligation to the Customer.

3.2 RSOC Responsibilities

The RSOC is responsible for

(a) provide security monitoring tools;
(b) monitoring of security events;
(c) notification of security events that require follow-up; and
(d) reporting.

3.3 RSOC Customer responsibilities

Where appropriate, RSOC Customer shall support the following:

(a) Software currency standards are established for the environment. RSOC Customers are expected to remediate applications in order to comply with the standards;
(b) Ensure network connectivity and sufficient bandwidth to meet RSOC Customer's needs;
(c) Collaborate with the RSOC to establish and leverage standard, regular change windows to support changes to enterprise systems;
(d) Allocate appropriate resources to perform the installation and support of the RSOC tools to enable RSOC to provide the services;
(e) Coordinate with the RSOC to facilitate the uninterrupted collection of the data required for the RSOC to perform the services;

(f) Collaborate with RSOC to develop and maintain the incident escalation matrix and make personnel available to take action on a RSOC reported incident or alert;
(g) Coordinate with the RSOC to act on planned and unplanned upgrades, maintenance, or other system changes within a mutually agreed upon timeframe;
(h) Engage with the RSOC to act on reported incidents within a mutually agreed upon timeframe;
(i) Participate as possible, in evaluation and continuous improvement discussions to improve offering and services; and
(j) Participate, as possible, in area-wide activities and discussions to improve and enhance the collaboration and cooperation between and among partner organizations to improve the cybersecurity posture of the region.

RSOC Customer acknowledges that any failure on its part to follow the above recommendations may place its own data and operations at risk.

3.4 RSOC Customer Equipment and Facilities
Any use by UTRGV of RSOC Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC. RSOC Customer will retain ownership of RSOC Customer Equipment.

3.5 Security
RSOC Customer agrees to comply with security recommendations outlined in the Statement of Work (See 2.1), as amended from time to time by UTRGV. RSOC Customer agrees to inform UTRGV as to any RSOC Customer specific security considerations. RSOC Customer acknowledges that any failure on its part to follow the above recommendations may place its own data and operations at risk.

RSOC Customer accepts the related potential risks and liabilities that are created by RSOC Customer's failure to comply with the recommendations if it is determined by UTRGV and/or its service provider(s) in their sole discretion, such recommendations would have prevented an issue. UTRGV and/or service provider(s) accepts no responsibility for the risk or liability incurred due to a RSOC Customer's decision to not follow UTRGV's recommendations. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of certain Applications and services. UTRGV will give the RSOC Customer notification of non-compliance.

RSOC Customer recognizes and accepts that cybersecurity, Internet, and technology related activities have inherent risks of breach, compromise, misuse, or disruptions and that no service can guarantee that a breach, compromise, misuse, disruption or similar incident will not occur.

SECTION IV

4.1 PRICING
The RSOC program is funded by DIR through legislative appropriations. Licenses and resources will be applied to RSOC Customer based on available funding and capacity. If a scenario arises where funding is impacted and the RSOC customer wishes to continue to receive the RSOC services they have subscribed to, a cost recovery model will be defined and mutually agreed to via changes to SOW.

** Please note that not all RSOC services will have a cost associated with them or are of a very low cost so, even if funding is impacted, RSOC Partnership can continue regardless of funding from the State of Texas.

4.2 PAYMENT FOR SERVICES

While no costs are anticipated at this time, in the event that such costs would arise, UTRGV shall invoice RSOC Customer for Services on an agreed to schedule based on an addendum to the contract agreed to by both parties. Each invoice shall include the applicable charges for Services received from UTRGV, and all allocated charges incurred by UTRGV on behalf of RSOC Customer in accordance with this ILC.

SECTION V TERM AND TERMINATION OF CONTRACT AND SERVICES

5.1 Term and Termination of ILC

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties. This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in RSOC Customer's Requests for Services, including the continued availability of sufficient relevant federal funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services.

RSOC Customer shall provide at least sixty (60) days' written notice to UTRGV prior to termination. If this ILC is terminated for any reason other than change in funding for RSOC program, lack of sufficient funds, lack of statutory authority, or material breach by UTRGV, RSOC Customer shall pay UTRGV an amount sufficient to reimburse UTRGV for any termination charges and any termination assistance charges incurred as a result of such termination by RSOC Customer. This reimbursement for costs incurred by UTRGV shall be negotiated at the time of the contract termination, if any costs exist.

5.2 Termination of Services

UTRGV may terminate this ILC by giving the Customer sixty (60) calendar days written notice.

SECTION VI MISCELLANEOUS PROVISIONS

6.1 Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by UTRGV in connection with the RSOC is information collected, assembled, and maintained for UTRGV. If RSOC Customer receives a Public Information Act request for information that RSOC Customer possesses, RSOC Customer shall respond to the request as it relates to the information held by RSOC Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other, but both Parties agree to inform the other Party upon receipt and prior to responding to a Public Information Act Request related to this ILC or the services contemplated herein.

6.2 Confidential Information
Each Party shall maintain the confidentiality of information to the same extent that and with the same degree of care used to protect their own confidential information. UTRGV acknowledges that RSOC Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including UTRGV and that other data compliance restrictions could apply. RSOC customer further acknowledges that UTRGV will collect and use de-identified data collected in RSOC operations to build a data repository for educational and research purposes.

UTRGV and RSOC Customer shall determine whether:

(1) RSOC Customer is subject to the Family Education Rights and Privacy Act of1974 (FERPA) regulations at 34 Code of Federal Regulations Part 99;
(2) RSOC Customer receives Federal tax returns or return information and must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication1075; or
(3) if RSOC Customer is subject to any other requirements specific to the provision of Services.
(4) RSOC Customer is subject to additional data compliance regulations or restrictions requiring specialized requirements to be observed.

The Parties shall negotiate in good faith to determine the ability of and mechanisms for UTRGV to receive data or information protected by such regulations.

6.3 Ownership of Data
The RSOC Customer will retain full ownership of the identifiable data the RSOC Customer feeds to UTRGV as part of this agreement including all right(s), title, and interest in or to the data. UTRGV is permitted to use identifiable data as needed to perform services provided under this agreement. At termination of contract, UTRGV will destroy all identifiable data provided by RSOC Customer within 30 days of termination. UTRGV will retain all right(s), title, and interests in or to de-identifiable data collected and all work product materials related to training, education, and awareness materials developed for RSOC use.

6.3.1
For purposes of this ILC and where applicable, UTRGV hereby acknowledges its obligations to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA), including but not limited to the obligation to maintain confidentiality of student education records. Where applicable, The Educational Entity hereby designates UTRGV as a "School Official" as an outside service provider used by the RSOC Customer to perform institutional services, only to the extent that access to the records is required in order to carry out the obligations under this ILC. The Parties understand that any unauthorized disclosure of confidential student information is illegal as provided in FERPA and its implementing regulations. Disclosure of confidential student information received under this ILC to a third party is not authorized. Within 30 days of the effective termination of this ILC, UTRGV shall return any confidential student information or records to RSOC Customer lawfully obligated to maintain the confidentiality of such information or records.

6.4 Notification Information
Contact information for purposes of notification for each Party is set forth below.

RSOC Customer's Primary Contact for contract
Name: Richie Trevino
Title: IT Consultant
Address: 485 N. Sam Houston Blvd, San Benito, TX 78586
Telephone: 832-679-4099
email: richie@cityofsanbenito.com

UTRGV's Primary Contact for contract
Name: Kevin Crouse
Title: Chief Information Security Officer
Address: 1202 W University Drive, Edinburg, TX 78539
Telephone: 956-665-7823
Email: Kevin.Crouse@utrgv.edu

6.5 Binding Effect
The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

6.6 Amendments
This ILC may not be amended except by written document signed by the Parties hereto or as specified within this ILC or the attachment being amended.

6.7 Conflicts between Agreements
If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail.

6.8 Responsibilities of the Parties
The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the ILC. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, UTRGV will cooperate with RSOC Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC. RSOC Customer shall comply with all policies, procedures, and processes as provided by UTRGV.

In the event RSOC Customer actions, failure to perform certain responsibilities, or Request for Services result in financial costs to UTRGV, including interest accrued, those costs shall be the responsibility of RSOC Customer. UTRGV and RSOC Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract.

6.9 Audit Rights of the State Auditor's Office
In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that:

(1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of RSOC Customer or their designees may conduct audits or

investigations of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contracts;

(2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of RSOC Customer or their designees to conduct audits or investigations in connection with those funds; and

(3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

6.10 General Terms

Except as expressly provided herein, no provision of this ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to RSOC Customer. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to RSOC Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, UTRGV and RSOC Customer do not waive any privileges, rights, defenses, remedies, or immunities available to UTRGV or RSOC Customer.

This Customer Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Customer Agreement is in Texas state courts in Edinburg, Hidalgo County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Hidalgo County, Texas. If one or more provisions of this ILC, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this ILC and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

6.11 Liability

UTRGV is not responsible to defend, indemnify, or hold RSOC Customer harmless for or against any actions, claims, or complaints, whether formal or informal, actual, or threatened, arising from the failure to act by indemnitor (including, without limitation, negligent or willful misconduct).

RSOC Customer is not responsible to defend, indemnify, or hold UTRGV harmless for or against any actions, claims, or complaints, whether formal or informal, actual, or threatened, arising from the failure to act by indemnitor (including, without limitation, negligent or willful misconduct).

The RSOC Customer understands that, while RSOC services will likely improve and support the cybersecurity posture of the RSOC Customer, there is no guarantee provided or asserted in any way that this service can or will block all attacks or prevent all breaches. In the event of a successful attack and or breach, the RSOC Customer understands that based on many factors, including system settings, user behaviors, log and other information availability, etc. it may not be possible to stop, or identify the source of, a compromise or breach. Furthermore, through this service, it may not be possible to determine the precise number of records affected in the event of a breach.

6.12 Signatory Warranty
Each signatory warrants requisite authority to execute the ILC on behalf of the entity represented.

SECTION VII CERTIFICATIONS
The undersigned Parties hereby certify that:

(1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government;

(2) this ILC serves the interest of efficient and economical administration of State Government; and

(3) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

IN WITNESS WHEREOF, the Parties have signed this ILC effective on date of last signature below.

RECEIVING ENTITY:

By: City of San Benito
Printed Name: Richie Trevino
Title: IT Consultant
Date:
Signature:

PERFORMING AGENCY: UNIVERSITY OF TEXAS RIO GRANDE VALLEY
By: Alex Valdez
Printed Name: Alex Valdez
Title: UTRGV Chief Procurement Officer
Date:
Signature:

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to authorize the Mayor to enter into an Agreement with Express Employment Professionals.

RECOMMENDATION:
Staff recommends approval.

RATIONALE:
The City of San Benito continues to experience challenges in recruiting and filling certain hard-to-fill positions across multiple departments. Prolonged vacancies can impact service delivery, increase overtime costs, and place additional strain on existing staff.
Proposed agreement would:

- Provide recruitment support for hard-to-fill or specialized positions
- Reduce time-to-hire for critical vacancies
- Supply temporary, temp-to-hire, or direct-hire candidates as needed
- Allow flexibility in workforce management
- Help maintain continuity of operations and service levels

BUDGET IMPACT:
Yes, cost would be incurred only when services are utilized. Funding would be allocated from the department requesting staffing services and would be subject to budget availability.

RESOURCE PERSONNEL:
Christine Lucio, Human Resource Director

EXHIBITS: Staffing Agreement and Ratio Information

PREPARED BY: Christine Castillo
Human Resources & Civil Service Director

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

Express EMPLOYMENT PROFESSIONALS

Office Number and Location: _____

Staffing Agreement

This Agreement is made and entered into this 5th day of March, 2026, by and between Express Services, Inc., a Colorado corporation, doing business as Express Employment Professionals, with a local notice address of 401 N Sam Houston Blvd San Benito, TX (hereinafter referred to as "Express", "We" and "Our") and _____ (hereinafter referred to as "Client" and "you").

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. We recruit and assign associates to you to perform only the job duties you specify. You agree not to change the specified duties or the assigned workplace of the associate.
2. Express complies with all federal, state, and local employment laws and regulations, as applicable. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all legally mandated meal and rest breaks, and to comply with all applicable federal, state, and local employment laws. You will include Our associates in all safety and health programs required of the hazards of your workplace including any training, testing, monitoring, and record retention required by law.
3. You agree to safeguard and protect any private or personally identifiable information regarding Express employees to which you gain access, including biometric information, and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private, personally identifiable, and/or biometric information. As between you and Express, all such information shall remain the property of Express, and shall not be: (i) used by you other than in connection with receiving services hereunder; (ii) disclosed, sold, assigned, leased, or otherwise provided to third parties by you; or (iii) commercially exploited by or on behalf of you. You also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees, (collectively "Loss" or "Losses") resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private, personally identifiable, and/or biometric information and/or unauthorized uses of said information and hold Express harmless from any Loss resulting from your non-compliance with all current and future applicable federal, state, and local laws and regulations including, but without limitation, sick leave, vacation, wage and hour, and meal and rest breaks.
4. The bill rates and/or markup charged by Express are specific to office location and may vary from Express office to Express office and are subject to change based upon federal, state, or local laws that provide benefits to Our associates or upon prior notice. State mandated costs including, but without limitation, sick pay will be charged back to Client. A service charge of 1.5% per month (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s). Express pays associates promptly, based on information approved by you. You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method within ten (10) days of the invoice date.
5. We agree to maintain insurance policies to cover Express for Workers' Compensation, and Employers Liability Parts A & B claims by Express associates against Express in an amount not less than $1,000,000 per occurrence and agree to maintain Commercial General Liability, Fidelity Bond and Errors and Omissions coverage in an amount not less than $1,000,000 per occurrence.
6. You agree that you will not request or allow Our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings, or provide management consulting or financial advice, nor will Our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates.
7. If Our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, protected health information, personally identifiable information, or other valuable property, then you agree to defend, indemnify, and hold Us harmless from any resulting Loss.
8. Express will only provide associates for positions operating a forklift, or other motorized mobile equipment if notified in writing prior to an assignment. We must know in advance, so We can assign associates who are qualified to meet your specifications. During an assignment, if Our associate operates a forklift, or any other motorized mobile equipment, you agree to maintain liability insurance for any such motorized equipment and to defend, indemnify, and hold Us harmless for resulting bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
9. Express will only provide associates for positions operating a motor vehicle if notified in writing prior to an assignment. Client acknowledges that Client has insurance for any motor vehicle that might be driven by an Express temporary associate, with policy limits of not less than $3,000,000.00 per occurrence, and Client will list Express as an additional insured on Client's commercial auto, commercial general liability and umbrella policies, and on behalf of Client's insurers, waives all rights of subrogation against Express. Client's insurance shall be primary, and Express's insurance shall not contribute. Client agrees to furnish Express an insurance certificate showing that such coverage protects Express. Limits can be met with umbrella/excess policies. You agree to defend, indemnify, and hold Us harmless for resulting bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
10. You will supervise, direct, and control the work performed by Express associates, and assume responsibility for all work product and operational results, including personal injury to a third party or your agents or employees, losses or damage to property or data in the care, custody, or control of an Express associate. You agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney fees, (collectively "Loss" or "Losses") that may be caused by your breach of this Agreement and/or by your negligence or misconduct.
11. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
12. So long as this Agreement is in effect, both parties agree that they will not disclose or make available any confidential information they receive from the other party to any third party for any purpose whatsoever other than performing under this Agreement or as required by law.
13. Express will, at your written request, conduct criminal history checks based on your targeted screening criteria, motor vehicle record checks, and drug screens as permitted by federal, state, and local laws and regulations. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.
14. If you have an Express associate on an assignment and determine you would like to hire the associate onto your payroll (a "Conversion"), you may do so by paying a Conversion fee of up to 30% of the associate's expected annual salary, provided all invoices are current.
15. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm, other than through a Conversion as referenced above, without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by Us in writing.
16. Client represents and warrants that (a) the individual executing this Agreement on behalf of Client has all requisite power and authority to execute and deliver this Agreement; (b) the execution and delivery of this Agreement by Client has been duly authorized; and (c) this Agreement has been duly executed and delivered by Client, and constitutes Client's valid and binding obligation, enforceable against it in accordance with its terms.
17. All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: _____ Date: _____

Client Agent's Name (please print): _____ Title: _____

Agent's Signature: _____

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White copy – Express
Yellow copy – Client

AT93 (Rev. 10/23)

RATE INFORMATION

City of San Benito
401 N Sam Houston Blvd
San Benito, Tx 78586
02/04/2026

Position	Mark up	Multiplier
Administrative Assistant	**35%**	**1.35**

Production Operator: Pay Rate $15 X 1.35 = Bill Rate $20.25

The Client bill rate includes Express Employment Professionals' absorption of the following expenses:

- ***Recruiting***
- ***Testing***
- ***Interviewing***
- ***Reference Check***
- ***Weekly Pay***
- ***Workers Compensation***
- ***Employer Tax deductions***
- ***Payroll administration***
- ***Bonding of Employees***
- ***General Liability Insurance***
- ***Four-hour unconditional performance guarantee***
- ***5 panel drug testing***
- ***Social Security Verification***
- ***Employee Benefits***
- ***Safety training***

A Copy of the Background Checks are provided per your request at a cost of $13.00 each.

Express Employment Professionals bills for services rendered on a pay-per-hour basis. Each associate on an Evaluation hire assignment must complete 720 consecutive hours, before rolling to your company at no additional charge. Payment terms are net 10 days.
Quote is valid for 90 days.

TERM ON ASSIGNMENT (HOURS WORKED)	CONVERSION FEE SCHEDULE
Up to 240 Hours	30% of annual Base Salary
241 – 480 Hours	10% of annual base Salary
481 – 550 Hours	5% of annual base salary
Over 720 Hours	No Conversion Fee

Client Name & Signature _____ Date _____

Express Representative _____ Date 2/4/26

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March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to authorize the Mayor to sign an Agreement between Flock Group, Incorporated, and the City of San Benito for the Police Department to install Pan-Tilt-Zoom video cameras at Landrum Park and First Responder Park.

RECOMMENDATION:
The City Staff recommends approval.

RATIONALE:
City parks are essential community assets but have experienced incidents including vandalism, property damage, after-hours activity, and other public safety concerns. Staff is proposing a one-year pilot program where we install cameras in two of our parks, Landrum Park and First Responders Park. Cameras can enhance safety by deterring crime, aiding in investigations, and increasing public confidence. Depending on the effectiveness of the cameras to deter crime, we can choose to install cameras at other city parks.

The two cameras will be added to our existing Flock Safety camera software. The agreement is for one-year. If we are not satisfied with the cameras, we can choose to terminate the contract with 30-day notification prior to the renewal date.

BUDGET IMPACT:
$7,500 from Account 01-5-0210-0501.

RESOURCE PERSONNEL:
Mario Perea, Police Chief

EXHIBITS: San Benito PD - PTZ Contract

PREPARED BY: Mario G. Perea
Chief of Police

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

Flock Safety + TX - San Benito PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kevin Cutler
kevin.cutler@flocksafety.com
+13103076009

Quote Number: Q-187851
Expiration Date: 03/12/2026

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	TX - San Benito PD	Initial Term:	12 Months
Legal Entity Name:	TX - San Benito PD	Renewal Term:	24 Months
Accounts Payable Email:	mperea@cityofsanbenito.com	Payment Terms:	Net 30
Address:	401 State Hwy 345 San Benito, Texas 78586	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$6,000.00**
Flock Safety Video Products			
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Video Camera Professional Services - Standard Implementation Fee	$750.00	2	$1,500.00

Subtotal Year 1:	$7,500.00
Annual Recurring Subtotal:	$6,000.00
Estimated Tax:	$0.00
Contract Total:	$7,500.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*
The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$7,500.00
Annual Recurring after Year 1	$6,000.00
Contract Total	$7,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: TX - San Benito PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve a Contract between the City of San Benito and Dizzy Productions, LLC for Hog Waddle 2026 Stage, Sound, and Lighting Services in the amount of $40,000.00.

RECOMMENDATION:

Staff recommends approval of the agreement and payment in the amount of $40,000.00 to Dizzy Productions LLC for stage production services for Hog Waddle 2026. Approval will secure the necessary stage setup and production support to ensure a safe and successful event.

RATIONALE:

Approval of the agreement with Dizzy Productions LLC will secure professional stage production services necessary for the successful execution of Hog Waddle 2026. The stage is a central component of the event and is essential for scheduled performances, announcements, and overall event coordination.

The agreement requires a $20,000.00 deposit upon execution of the contract to reserve services, with the remaining balance of $20,000.00 due prior to the start of the event. Timely approval ensures the City meets contractual deadlines, guarantees availability, and supports proper event planning and logistics.

BUDGET IMPACT:

5-0103-0513

RESOURCE PERSONNEL:

Fred Sandoval, City Manager

EXHIBITS: CITY OF SAN BENITO CHARLEY CROCKETT

PREPARED BY: Fred Sandoval
City Manager

02/24/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager



Contract between Dizzy Productions L.L.C. DBA DG Entertainment and CITY OF SAN BENITO, TX

Parties:

This contract is made between Dizzy Productions LLC DBA DG Entertainment hereby referred to as contractor and CITY OF SAN BENITO TX The persons signing this contract indicate that they have the authority to sign on behalf of their designated entities.

Date:

Set Up Date of contract: Monday MARCH 10, 2026, Dizzy Productions LLC will have permission to begin setup of that Monday.

Pick Up Time: Saturday MARCH 14TH AFTER EVENT COMPLETION

Scope of Purpose and Term of Contract:

The purpose of this contract is to provide stage sound and lighting services. The details of the services provided are designated in Exhibit A. This contract is not valid unless Exhibit A is attached and is hereby signed by both parties. Anything that changes within Exhibit A must be in writing.

Exhibit A

MAIN STAGE PA:

20 DAS 210 EVENT LINE ARRAY TOPS

4 LINE ARRAY FRONT FILLS

12 DAS 21" SUBS

2 DUAL 18 DAS SUBS CENTER FILL

1 MAIN AUDIO CONSOLE MIDAS M32

MONITORS:

14 VRX915

4 LINE ARRAY SIDEFILLS

2 DUAL 18 SUBS

1 AUDIO CONSOLE MIDAS 32

BACKLINE:

DW DRUMSET/YAMAHA STAGE CUSTOM KIT /PIERRE DRUMKIT

BASS AMP

GUITAR AMP

LIGHTING:

32 PR 260 BEAMS

10 8 LIGHT BLINDERS

36 STROBE WASH LIGHTS FOR FACIA AND STAGE LIGHTING

2 SMOKE MACHINES

VIDEO:

LED SCREEN 1 12 X 24 8MM FOR UPSTAGE CENTER

2 10 'x 20' VIDEO WALLS OF LEFT AND RIGHT FRONT WINGS

6 60" X 10' LATERAL PARTISION LED WALLS FOR SIDES OF STAGE

5 CAMERAS

PROCESSING FOR SCREEN WITH GRAPHICS

ROOF AND STAGE:

50 X 50 X 35 GROUND SUPPORT WITH 8 LEGS AND BLACK SHIELD ROOFING

48’ X 48’ X 4’ STAGE FLOOR WITH RAMP AND TWO STAIRWAYS

RIGGING:

Scenic truss, robo spots, blinders

5 1 TON MOTORS FOR SCENIC TRUSS

POWER:

100 AMP SERVICE AUDIO FOR STAGE LEFT

200 AMP SERVICE FOR LIGHTING

3-PHASE WITH CAM LOCK TIE-INS

FORK LIFT/STACKING MOTOR

1 FORKLIFT + OPERATOR OR STACKING MOTOR FOR STACKING CASES

LX RISER: 8X8X2 RISER

OUTSIDE STAGE 2 WINGS STAGE HEIGHT FOR MONITOR AND GUITAR WORLD 20’ WIDE AND ADEQUATE COVER FOR FOH, MONITOR AND GUITAR WORLD POSITIONS

4 10X10 POPUP TENTS

MOTORS AND TRUSSING:

4 STICKS OF10’ 16X16 CENTERLINE TRUSS WITH 1TON MORS AT 5 POSITIONS SPECIFIED BY ARTIST

Contract Price and Payment:

CITY OF SAN BENITO, TX shall pay Dizzy Productions LLC DBA DG Entertainment for said contract the amount of Forty Thousand Dollars and No Cents ($40,000.00)

Said payment will be made as follows:

Non refundable deposit in the amount of $20,000.00 will be paid on TIME OF AGREEMENT AND CONTRACT SIGNATURE

FINAL PAYMENT MUST BE PAID BEFORE THE EVENT STARTS ON MARCH 14,2026

The remaining balance of $20,000.00

CITY OF SAN BENITO, TX shall pay Dizzy Productions LLC DBA DG Entertainment for the set up of the stage and all the other items listed in Exhibit A which will be needed for the CHARLIE CROCKETT CONCERT under the contract the sum of Forty thousand Dollars and no cents ($40,000.00) subject to additions and deductions pursuant to authorized change one orders.

Resolution of Disputes

ALL DISPUTES HEREUNDER SHALL BE RESOLVED BY BINDING ABRITRATIONS IN ACCORDANCE WITH RULES OF THE AMERICAN ABRITRATION ASSOCIATION, GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND WITHIN THE GEOGRAPHIC BOUNDARIES OF CAMERON COUNTY, TEXAS.

Indemnification

Contractor shall release, defend, hold harmless and indemnify CITY OF SAN BENITO and its officers, directors, agents, employees and volunteers from and against any and all actions, costs, claims, losses, expenses and/or damages,

including attorney's fees arising out of or resulting from the negligence of Contractor or Contractor's employees or substitutes hereunder. Such negligence shall include, but not limited to Contractor's employees, equipment, instruments or other paraphernalia injuring guests or patrons. Contractor shall further release, defend, hold harmless and indemnify such organization and persons from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees for or arising out of any bodily injuries to or the death of Contractor or any of Contractor's employees or substitutes working at the Festival and during occupancy of all portions of the Festival to which said Contractor or Contractor's employees or substitutes are permitted access; however caused or occasioned, excepting the willful misconduct or gross negligence of CITY EMPLOYEES OR THE CITY OF SAN BENITO

Insurance

Contractor shall carry and maintain for the term of this contract insurance as may be required under the State of Texas law and any other insurance, including, but not limited to, liability insurance, as may be necessary for Contractor to meet Contractor's obligations under the terms and conditions of this contract and shall List CITY OF SAN BENITO TX as the certificate holder.

Compliance with Laws

Contractor agrees, at its own expense, to comply with all existing federal, state and local laws and ordinances.

Force of Nature

Dizzy Productions LLC DBA DG Entertainment will not be liable for any failure or delay in performing an obligation under this contract that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, storm or any type of inclement weather preventing the festival from opening or taking place.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the _____date of _____2026.

___Sabas Lopez Jr.___ _____

Dizzy Productions L.L.C. CITY OF SAN BENITO TX

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve ratification of an Agreement with Creative Benefit Administrators for Affordable Care Act (ACA) Reporting Services.

RECOMMENDATION:
Staff recommends approval.

RATIONALE:
Under the Affordable Care Act (ACA), applicable large employers are required to file IRS Forms 1094-C and 1095-C annually with the Internal Revenue Service (IRS) and provide applicable statements to eligible employees. These filings document employer-provided health coverage and ensure compliance with federal reporting requirements. Due to the technical and compliance-sensitive nature of ACA reporting, staff is recommending contracting with Creative Benefit Administrators to prepare and electronically file Forms 1094-C and 1095-C with the Internal Revenue Service on behalf of the City.

The proposed agreement will:

- Ensure timely preparation and electronic filing of IRS Forms 1094-C and 1095-C
- Assist the City in maintaining compliance with federal ACA reporting requirements
- Reduce the risk of penalties associated with late or inaccurate filings
- Provide professional review of eligibility and coverage data

BUDGET IMPACT:
HR Budget

RESOURCE PERSONNEL:
Christine Lucio, Human Resource Director

EXHIBITS: Adminitrative Services Agreement Creative Benefit Administrators

PREPARED BY: Christine Castillo
Human Resources & Civil Service Director

02/25/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

ADMINISTRATIVE SERVICES AGREEMENT

FORM 1094/1095 REPORTING

THIS ADMINISTRATIVE SERVICES AGREEMENT ("Agreement"), is entered into by and between the client identified on the signature page to this Agreement ("Client") and Creative Benefit Administrators LLC ("CBA") for the purpose of CBA performing certain administrative services for Client.

1. INTRODUCTION

1.1 Effective Date and Term. This Agreement is effective upon signing of the Agreement by both parties (the "Effective Date") and will continue until terminated by either party in accordance with the terms of this Agreement.

1.2 Scope of Undertaking. CBA will provide only those services as are described in this Agreement. Client has sole authority over all discretionary matters and decisions pertaining to any Benefit Plan, including plan design and plan interpretation. CBA is not the named fiduciary, plan administrator, trustee, or custodian of any Benefit Plan, and CBA does not have, and will not exercise, any discretion or control over the management, interpretation, or administration of any Benefit Plan or any assets of any Benefit Plan. CBA is not an accounting or law firm, and no services provided by CBA are to be considered tax or legal advice.

1.3 Definitions. The following definitions will apply to this Agreement:

(a) Aggregated ALE Group means a group of ALE Members treated as a single employer under Code Section 414(b), 414(c), 414(m), or 414(o). An ALE Member is a member of an Aggregated ALE Group for a month if it is treated as a single employer with the other members of the group on any day of the calendar month. If an ALE is made up of only one person or entity, that one ALE Member is not a part of an Aggregated ALE Group. Government entities and churches or conventions or associations of churches may apply a reasonable, good faith interpretation of the aggregation rules under section 414 in determining their status as an ALE or member of an Aggregated ALE Group.

(b) Applicable Large Employer or ALE means, for a particular calendar year, any single employer, or group of employers treated as an Aggregated ALE Group, that employed an average of at least 50 full-time employees (including full-time equivalent employees) on business days during the preceding calendar year. A new employer (that is, an employer that was not in existence on any business day in the prior calendar year) is an ALE for the current calendar year if it reasonably expects to employ, and actually does employ, an average of at least 50 full-time employees (including full-time equivalent employees) on business days during the current calendar year.

(c) Applicable Large Employer Member or ALE Member means a single person or entity that is an ALE, or if applicable, each person or entity that is a member of an Aggregated ALE Group. A person or entity that does not have employees or only has employees with no hours of service (for example, only employees whose entire service consists of work outside of the United States that does not count as hours of service under Code Section 4980H) is not an ALE Member.

(d) Benefit Plan(s) or Plan(s) means the employee benefit plan or plans sponsored by Client with respect to which CBA provides administrative services pursuant to this Agreement.

(e) Code means the Internal Revenue Code of 1986 and regulations thereunder, as amended.

(f) Full-Time Employee means an employee who, for a calendar month, is employed an average of at least 30 hours of service per week with the employer. For this purpose, 130 service hours in a calendar month is treated as the monthly equivalent of at least 30 hours per week.

(g) HIPAA means the Health Insurance Portability and Accountability Act of 1996 and regulations thereunder, as amended.

(h) Plan Administrator means Client, unless Client has notified CBA in writing that someone other than Client is the Plan Administrator.

2. ADMINISTRATIVE SERVICES

2.1 Administrative Services. CBA will provide assistance to Client in connection with required reporting under Code Sections 6055 and 6056 (Form 1094 and Form 1095 reporting), as follows:

(a) For reporting forms required to be filed by or on behalf of Client under Code Sections 6055 and 6056 during the term of this Agreement, CBA will complete the applicable Form 1094-B or 1094-C and corresponding 1095-B or 1095-C, based solely on information provided by Client, for each employee and non-employee identified by Client.

(b) For each employee who worked for more than one ALE Member of the same Aggregated ALE Group, CBA will complete a separate Form 1095-C for each employer.

(c) CBA will provide to Client by 10 business days after receipt of an accurate and complete data file, the completed forms for Client to distribute or make available to employees.

(d) CBA will cause the completed forms to be filed with the IRS on or before the due date for filing, unless Client elects to file the forms with the IRS on its own.

2.2 Manner of Performance. CBA will exercise the same standard of care and due diligence in the performance of services under this Agreement as would be exercised by another similarly situated service provider providing services similar to those provided by CBA under this Agreement. It will not be considered a breach of this Agreement if CBA refuses to perform services generally required under this Agreement if the manner in which Client desires such services to be performed requires material changes to CBA's standard operating procedures.

2.3 Non-Discretionary Services. The services to be performed by CBA under this Agreement are ministerial in nature and will be performed within the frameworks and policies established by Client.

2.4 Third Party Vendors. CBA may contract with one or more third parties for purposes of assisting CBA with the fulfillment of its duties and responsibilities under this Agreement. CBA will be responsible for any acts or omissions of any such third party.

2.5 Records. CBA will maintain its usual and customary books, records, and documents, including electronic records, related to the administrative services it performs pursuant to this Agreement for the lesser of the term of this Agreement or eight (8) years following the date the record was created or received by CBA. During this retention period, with reasonable prior written notice to CBA,

Client has the right to access these documents at CBA's offices at a mutually agreed upon time during normal business hours. CBA will deliver copies of all Client-related books, records, and documents in its possession to Client or its designee as soon as possible after receipt of a written request from the Client. Client will pay the reasonable charges of CBA for compilation, duplication, and transmission of such records.

3. CLIENT RESPONSIBILITIES

3.1 Responsibilities Related to the Administrative Services. Client will be solely responsible for the following in connection with required reporting under Code Sections 6055 and 6056 (Form 1094 and Form 1095 reporting):

(a) Determining if Client was an ALE during the relevant reporting period.

(b) Determining which employees of Client or any other ALE Member were Full-Time Employees during the relevant reporting period.

(c) Determining if an offer of coverage for each employee was "affordable" as that term is defined in Code Section 36B(c)(2)(c)(i) and, if Client relied on an affordability safe harbor with respect to that Employee, communicate to CBA the affordability safe harbor relied upon.

(d) Determining whether the coverage offered during the relevant reporting period provides minimum value as that term is defined in 26 C.F.R. 54.4980H-1(a)(12).

(e) Ensuring that the data file provided to CBA for its use in preparing the IRS mandated information returns is complete, accurate, timely, and in the format designated by CBA.

(f) Reviewing and verifying the accuracy of Form 1094 or Form 1095 information returns and notifying CBA of any required changes within five business days.

(g) Distributing or making available the Form 1095 information returns to each employee or responsible individual, as applicable, at the time and in a manner designated by the IRS in accordance with the applicable Form 1094/1095 instructions and other guidance under Code Sections 6055 and 6056.

(h) Timely reviewing and responding to any notice or correspondence from the IRS, including any notices or correspondence relating to (i) Form 1094 or Form 1095 information returns, or (ii) any penalty or liability (or potential penalty or liability) under the Code Section 4980H employer shared responsibility provisions.

(i) Paying any taxes, penalties, or interest, including late filing penalties, for failure to timely file correct and complete information returns, failure to timely furnish correct and complete payee statements, or failure to comply with any requirement under the Code Section 4980H employer shared responsibility provisions.

3.2 Furnishing Information. Client will furnish, at the time and in the manner agreed to by Client and CBA, the information that CBA determines is pertinent to fulfilling its responsibilities under this Agreement. Client agrees that CBA may rely on all information provided to CBA by Client or its agents as complete and accurate, without investigation or inquiry, and CBA will have no duty to question the completeness or accuracy of such information. Client understands that CBA cannot

accurately perform its duties under this Agreement without accurate and timely information. Client will be solely responsible for any liability arising from or related to inaccurate or untimely information provided to CBA by or on behalf of Client (including from any third party that provides information to CBA at Client's request or direction). Client acknowledges CBA may, at its option, charge an additional fee if CBA performs additional processing as a result of inaccurate or untimely information.

3.3 Compliance. Except for those responsibilities expressly undertaken by CBA under this Agreement, Client will be solely responsible for complying with all federal, state, and local statutes, ordinances, regulations, or other legal requirements applicable to the Benefit Plans, including preparing, distributing, and filing all notices, government reports, returns, or other communications required by applicable law.

3.4 Taxes. Client shall pay all taxes (if any) due in connection with the Agreement, including all sales, use, excise, value-added, consumption, and other similar taxes or duties. Client shall also pay any tax, interest, fee, penalty, or assessment charged or imposed by the Internal Revenue Service or any other federal or state governmental agency arising from or relating to the Client or any Benefit Plan. Notwithstanding the foregoing, each party shall be responsible for paying taxes (if any) based on its own income.

4. FEES

4.1 Fees. The fees for the services performed by CBA in accordance with this Agreement (the "Fees") are as follows:

(a) Administrative Fee (Per Filing Year): [$ 3,000]. The Fees for a filing year will be due for (i) the filing year or related filing period during which this Agreement is entered into, and (ii) each subsequent filing year for which this Agreement remains in effect, unless Client terminates this Agreement prior to December 31 of such filing year.

4.2 Payment. All amounts due under this Agreement will be invoiced by CBA to Client. All Fees are due on the date set forth in the invoice. If any Fees are not timely paid, interest will accrue on the late balance at the rate of eighteen percent (18%) annually or, if less, the maximum interest rate permitted under applicable law. Client will be responsible for any costs or expenses incurred by CBA related to collection of amounts due CBA.

4.3 Changes in Fees. After the first 12-month period following the Effective Date, CBA may increase the Fees required for its services under this Agreement at any time upon at least 60 days' prior written notice to Client. Additionally, CBA may increase the Fees required for its services at any time, upon at least 45 days' prior written notice to Client, if changes occur with respect to Client's demographics that materially increase the nature or volume of the services contemplated by this Agreement.

5. GENERAL PROVISIONS

5.1 Termination of Agreement. Either party may terminate this Agreement at any time for any reason upon at least 30 days' prior written notice. This Agreement will automatically terminate on the date that Client becomes insolvent, bankrupt, or subject to liquidation, conservatorship, receivership. CBA may, at its option, suspend the performance of its services or terminate this Agreement immediately upon written notice to Client, if Client fails to make timely Fee payments pursuant to this Agreement. Termination of this Agreement will not terminate the rights or obligations of either

party arising prior to such termination, including Client's obligation to pay Fees for services provided by CBA prior to such termination.

5.2 Limitation on Liability. Neither party will be responsible to the other party for any special, incidental, or consequential damages, penalties, or taxes. CBA will not be responsible for any act or omission that is (i) based on or arising out of any written instruction or information given to CBA by Client that is consistent with the terms of this Agreement and is documented in the business records of CBA, or (ii) taken by CBA in good faith with the consent or direction of Client. The maximum total liability of CBA to Client for any and all losses or damages claimed in connection with this Agreement will be limited to direct money damages in an amount not to exceed the total amount of Fees paid by Client during the 12-month period immediately preceding the loss (reduced by the amount of any losses previously recovered by Client pursuant to this Agreement), except that this dollar limit will not apply to any damages directly resulting from (a) any intentional or willful misconduct or fraud by CBA, or (b) any data breach determined to have resulted from the negligence or willful misconduct of CBA.

5.3 Responsibility for Costs. Each party agrees that it is responsible for, and will timely discharge and satisfy, any costs or liabilities resulting from (i) the breach or non-performance of its obligations under this Agreement, and (ii) any claim, demand, judgment, fine, or penalty based on or arising from any of its (or its affiliates') acts, omissions, duties, or obligations and not caused by the negligence or willful misconduct of, or breach of this Agreement by, the other party.

5.4 Non-Disclosure of Proprietary Information. Client and CBA each acknowledge that as a result of entering into this Agreement, each party may reveal and disclose to the other party information that is proprietary or confidential ("Confidential Information"). Client and CBA each will: (a) keep such Confidential Information of the other party in strict confidence; (b) not disclose Confidential Information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (c) not use Confidential Information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure). For purposes of this provision, Confidential Information is any information identified as confidential or proprietary (or words of similar import); including, but not limited to, the parties' respective businesses or finances. The terms and conditions of this provision will survive the termination of this Agreement. Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement will not be considered Confidential Information for purposes hereof: (i) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or (ii) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party.

5.5 Use Disclosure of Protected Health Information. Both parties agree to the additional limitations and conditions set forth in the HIPAA Confidentiality Appendix to this Agreement, which terms and conditions are incorporated herein by reference, with respect to the use and disclosure of any protected health information created, received, maintained, or transmitted by CBA in the course of performing its obligations under this Agreement. If there is a conflict between this Agreement and the HIPAA Confidentiality Appendix, the HIPAA Confidentiality Appendix will control but only with respect to the subject matter of the HIPAA Confidentiality Appendix. The terms of the HIPAA Confidentiality Appendix will apply only if and to the extent that CBA creates, receives, maintains,

or transmits protected health information on behalf of a Benefit Plan that is a HIPAA covered entity in connection with the performance of its services under this Agreement.

5.6 Notices and Communications. All notices required or permitted to be given in this Agreement will be in writing and delivered by confirmed facsimile; by guaranteed overnight mail, with tracing capability; by first class United States mail, with postage prepaid; or by email addressed to the other party, in each case at their respective addresses or email addresses set forth on the signature page to this Agreement.

5.7 Non-Waiver. Failure by Client or CBA to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement will be valid unless in each instance the waiver or modification is accomplished pursuant to a written amendment signed by the authorized representatives of CBA and Client.

5.8 Amendment. This Agreement may be amended only by written agreement of duly authorized representatives of CBA and Client.

5.9 Entire Agreement. This Agreement, including any documents referenced or incorporated in this Agreement, embodies the entire Agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written Agreements and understandings relating to the subject matter hereof.

5.10 Severability. If a court declares any term of this Agreement invalid, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions.

5.11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law principles.

5.12 Dispute Resolution; Arbitration. In the event of a dispute by either party related to this Agreement, the parties agree to first attempt to resolve such dispute by having an authorized representative of each party meet in person within 30 days of written notice of dispute issued by either party. In the event the dispute is not resolved after reasonable efforts by the parties within such 30-day period, either party may then proceed to arbitration. All disputes, controversies or claims arising out of or relating to the operation or interpretation of this Agreement shall be settled by arbitration before one arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall be jointly selected by Client and CBA. Any award rendered by the arbitrator shall be final and binding upon the parties and judgment upon any such award may be entered in any court having jurisdiction thereof. Arbitration shall take place in Texas or at a location mutually agreed upon by the parties (which may include a virtual arbitration). The fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall pay its own fees and costs relating to any arbitral proceedings, including experts' and attorneys' fees. The arbitrator shall render the arbitrator's determination in a manner consistent with the terms of this Agreement, and the arbitrator shall not be entitled to award punitive or exemplary damages but may award fees and costs to the prevailing party.

5.13 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor will anything in this Agreement confer, upon any person other than Client, CBA and their respective successors or assigns, any rights, remedies or obligations whatsoever.

5.14 Relationship of the Parties. CBA is an independent contractor and is not an employee or partner of Client, engaged in a joint venture with Client, or governed by any legal relationship other than that of independent contractor.

5.15 Force Majeure. CBA will not be deemed in default of this Agreement, nor held responsible for any cessation, interruption, or delay in the performance of its obligations hereunder, due to causes beyond its reasonable control, including, but not limited to, natural disaster, acts of God, labor controversy, civil disturbance, disruption of the public markets, war or armed conflict, epidemic or pandemic, the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any new law, judgment, or decree.

5.16 Execution of Agreement. The parties may execute this Agreement in two or more counterparts each of which will constitute an original and all of which together will constitute one instrument. Electronic signatures, including signature via DocuSign (or similar software) or scanned or imaged signature pages, will be deemed original signatures in the absence of fraud.

[Signature page follows.]

HIPAA CONFIDENTIALITY APPENDIX

BUSINESS ASSOCIATE PROVISIONS

1. GENERAL PROVISIONS

1.1 Status of the Parties. The parties acknowledge and agree that one or more of the Benefit Plans is a Covered Entity (each, a "Covered Entity"), and that CBA is a service provider to Client with respect to one or more Benefit Plans and therefore may be a Business Associate when CBA creates, receives, maintains, transmits, uses, or discloses Protected Health Information on behalf of the Client or a Benefit Plan.

1.2 Defined Terms. Capitalized terms used in this Appendix but not defined herein or in the Agreement shall have the respective meanings assigned to such terms by HIPAA.

1.3 Effect. The provisions of this Appendix shall control with respect to Protected Health Information that CBA receives from or on behalf of the Client or any Benefit Plan, and the terms and provisions of this Appendix shall supersede any conflicting or inconsistent terms and provisions of the Agreement, including all exhibits or other attachments thereto and all documents incorporated therein by reference, to the extent of such conflict or inconsistency. This Appendix shall not modify or supersede any other provision of the Agreement.

1.4 No Third-Party Beneficiaries. The parties have not created and do not intend to create by the Agreement or this Appendix any third-party rights, including, but not limited to, third-party rights for Benefit Plan participants.

1.5 Regulatory References. A reference in the Agreement or this Appendix to a section in HIPAA means the section as it may be amended from time-to-time.

2. OBLIGATIONS OF CBA

2.1 Use and Disclosure of PHI. CBA may use and disclose PHI as permitted or required under the Agreement or this Appendix or as Required by Law, but shall not otherwise use or disclose any PHI. CBA shall not use or disclose PHI in any manner that would constitute a violation of HIPAA if so used or disclosed by the Client or a Covered Entity (except as expressly permitted by this Appendix). To the extent CBA carries out any of the Client's or a Covered Entity's obligations under the HIPAA privacy standards, CBA shall comply with the requirements of the HIPAA privacy standards that apply to the Client or the Covered Entity (as applicable) in the performance of such obligations. Without limiting the generality of the foregoing, CBA is permitted to use or disclose PHI as set forth below:

(a) CBA may use PHI internally for CBA's proper management and administrative functions or to carry out its legal responsibilities;

(b) CBA may disclose PHI to a third party for the CBA's proper management and administration, provided that the disclosure is Required by Law or CBA obtains reasonable assurances from the third party to whom the PHI is to be disclosed that the third party will (1) protect the confidentiality of the PHI, (2) only use or further disclose the PHI as Required by Law or for the purpose for which it was disclosed to the third party, and (3) notify the Client of any instances of which the third party is aware in which the confidentiality of the PHI has been breached;

(c) CBA may use PHI to provide Data Aggregation services relating to the Health Care Operations of a Covered Entity;

(d) CBA may use PHI to create de-identified health information in accordance with the HIPAA de-identification requirements; and

(e) CBA may use PHI about an Individual to request the Individual's authorization to use or disclose PHI.

2.2 Safeguards. CBA shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted or required by this Agreement. In addition, the CBA shall implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of PHI transmitted or maintained in Electronic Media ("Electronic PHI") that CBA creates, receives, maintains, or transmits on behalf of the Client or the Covered Entities. CBA shall comply with the HIPAA Security Rule with respect to Electronic PHI.

2.3 Minimum Necessary Standard. To the extent required by the "minimum necessary" requirements of HIPAA, CBA shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure.

2.4 Mitigation. CBA shall take reasonable steps to mitigate, to the extent practicable, any harmful effect (that is known to CBA) of a use or disclosure of PHI by CBA in violation of this Agreement.

2.5 Subcontractors. CBA shall enter into a written agreement meeting the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) with each Subcontractor (if any), including, without limitation, a Subcontractor that is an agent under applicable law, that creates, receives, maintains, or transmits PHI on behalf of CBA. CBA shall ensure that the written agreement with each Subcontractor obligates the Subcontractor to comply with restrictions and conditions that are at least as restrictive as the restrictions and conditions that apply to CBA under this Agreement.

2.6 Reporting Requirements.

(a) If CBA becomes aware of a use or disclosure of PHI in violation of this Appendix by CBA or a third party to which CBA disclosed PHI, CBA shall report the use or disclosure to the Client without unreasonable delay.

(b) CBA shall report any Security Incident involving Electronic PHI that is not an Unsuccessful Security Incident (as defined below) of which CBA becomes aware without unreasonable delay. CBA hereby notifies the Client of pings and other broadcast attacks on a firewall, denial of service attacks, port scans, unsuccessful login attempts, interception of encrypted information where the encryption key is not compromised, and other Unsuccessful Security Incidents. CBA will provide additional information about Unsuccessful Security Incidents on a reasonable basis, orally or in writing, if requested by Company. "Unsuccessful Security Incident" means a Security Incident that does not involve unauthorized access, use, disclosure, modification or destruction of Electronic PHI or interference with an Information System in a manner that poses a material threat to the Confidentiality, Integrity, or Availability of the Electronic PHI.

(c) CBA shall, following the discovery of a Breach of PHI, notify the Client of the Breach in accordance with 45 C.F.R. § 164.410 without unreasonable delay and in no case later than 30 days after discovery of the Breach.

2.7 Access to PHI. Within 15 Business Days of a request by the Client for access to PHI about an Individual contained in any Designated Record Set maintained by CBA, CBA shall make available to the Client such PHI for so long as CBA maintains such information in the Designated Record Set. If CBA receives a request for access to PHI directly from an Individual, CBA shall forward such request to the Client within 10 Business Days. The Client shall have the sole responsibility to make decisions regarding whether to approve a request for access to PHI.

2.8 Availability of PHI for Amendment. Within 15 Business Days of receipt of a request from the Client for the amendment of an Individual's PHI contained in any Designated Record Set maintained by CBA, CBA shall provide such information to the Client for amendment and incorporate any such amendments in the PHI (for so long as CBA maintains such information in the Designated Record Set) as required by 45 C.F.R. § 164.526. If CBA receives a request for amendment to PHI directly from an Individual, CBA shall forward such request to the Client within 10 Business Days. The Client shall have the sole responsibility to make decisions regarding whether to approve a request for an amendment to PHI.

2.9 Accounting of Disclosures. Within 15 Business Days of notice by the Client to CBA that it has received a request for an accounting of disclosures of PHI (other than disclosures to which an exception to the accounting requirement applies), CBA shall make available to the Client such information as is in CBA's possession and is required for the Client and Covered Entity to make the accounting required by 45 C.F.R. § 164.528. If CBA receives a request for an accounting directly from an Individual, CBA shall forward such request to the Client within 10 Business Days. The Client shall have the sole responsibility to provide an accounting of disclosures to Covered Entity and the Individual.

2.10 Availability of Books and Records. CBA shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by CBA on behalf of, the Client or the Covered Entities available to the Client and/or the Secretary for purposes of determining the Client's compliance with HIPAA.

3. OBLIGATIONS OF THE CLIENT

3.1 Permissible Requests. The Client shall not request CBA to use or disclose PHI in any manner that would not be permissible under HIPAA if done directly by the Client (except as expressly permitted in this Appendix).

3.2 Minimum Necessary PHI. When the Client discloses PHI to CBA, the Client shall provide the minimum amount of PHI necessary for the accomplishment of CBA's purpose.

3.3 Permissions; Restrictions. The Client warrants that it has obtained and will obtain any consents, authorizations, and/or other legal permissions required under HIPAA and other applicable law (if any) for the disclosure of PHI to CBA. The Client shall notify CBA of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CBA's use or disclosure of PHI. The Client shall not agree to any restriction on the use or disclosure of PHI under 45 C.F.R. § 164.522 that restricts CBA's use or disclosure of PHI under this Agreement unless such restriction is Required By Law or CBA grants its written consent, which consent shall not be unreasonably withheld.

3.4 Notice of Privacy Practices. The Client shall notify CBA of any limitation in a Covered Entity's notice of privacy practices that may have the effect of limiting CBA's use or disclosure of PHI under this Agreement.

4. TERM AND TERMINATION

4.1 Termination Upon Breach of this Agreement. Any other provision of the Agreement or this Appendix notwithstanding, the Client may terminate the Agreement upon 30 days advance written notice to the CBA in the event that the CBA breaches this Appendix in any material respect and such breach is not cured to the reasonable satisfaction of the Client within such 30-day period. Notice of any such breach and intent to terminate must be provided no later than 90 days after Client initially learns of the existence of the conditions giving rise to the breach of this Appendix by CBA.

4.2 Return or Destruction of PHI upon Termination. Upon expiration or earlier termination of this Appendix, CBA shall either return or destroy all PHI received from or on behalf of the Client or a Covered Entity or created by CBA on behalf of the Client or a Covered Entity that CBA still maintains in any form. Notwithstanding the foregoing, to the extent that CBA determines that it is not feasible to return or destroy such PHI, the terms and provisions of this Appendix shall survive termination and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI.

###

IN WITNESS WHEREOF, Client and CBA have caused this Agreement to be executed in their names by their undersigned representatives, the same being duly authorized to do so.

CBA:

Creative Benefit Administrators LLC

Signature:_____ Date: 2/25/2026_____
Name: Marco Cavazos_____
Title: Associate_____

Address for Notice:

9901 Interstate 10 West, Suite 800
San Antonio, TX 78230
Email: _____

CLIENT:

Client Name: City of San Benito

Signature: _____ Date: 2/25/2026_____
Printed Name: Ricardo Guerra
Title: Mayor, City of San Benito

Address for Notice:
401 N. Sam Houston Blvd
San Benito, Tx 78586
Email: ccastillo@cityofsanbenito.com

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to ratify the Professional Services Agreement with Carpe Nox Industries, LLC.

RECOMMENDATION:
City Administration recommends approval.

RATIONALE:
Ratification of renewal of ongoing agreement for City and Fairgrounds music events.

BUDGET IMPACT:

RESOURCE PERSONNEL:
Fred Sandoval, City Manager

EXHIBITS: SBEDC_CARPE NOX Prof Agreement SBEDC Board Approved_Redacted

PREPARED BY: Fred Sandoval
City Manager

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

Professional Services Agreement

between

San Benito Economic Development Corporation, Inc.
and
Carpe Nox Industries, LLC

This Agreement is entered into by the San Benito Economic Development Corporation, Inc. (also referred to as "**San Benito EDC**" or "**SBEDC**") and Carpe Nox Industries, LLC (also referred to as "**CNI**").

In consideration of the foregoing provisions, SBEDC and CNI hereby agree to the following terms and conditions:

Obligations of the Parties

SBEDC

1. SBEDC has approved and hereby assigns to CNI the necessary authority to assist SBEDC with the oversight of the construction of stages, pavilions, and other permanent and temporary structures located at the SBEDC's designated amphitheater and management of operations of entertainment and events. SBEDC agrees that CNI shall have access to the property, facilities, and venue as necessary to carry out the functions of this agreement.

2. SBEDC will use its best efforts to assist with personnel and resources as may be necessary to further the terms of this agreement. SBEDC and City retain the exclusive right to limit and restrict the number of events at the designated location.

3. SBEDC, subject to CNI obtaining the necessary licensing and permitting, engages CNI for alcohol concessions at the San Benito Fairgrounds for community events in San Benito, Texas at designated areas throughout the venue. The compensation for alcohol concession shall be on the agreed pro-rata basis specified in this agreement.

4. SBEDC further authorizes and approves CNI to obtain ticketing services for events in which CNI agrees to manage.

5. SBEDC authorizes CNI's occupancy at the San Benito Fairgrounds in preparation for and throughout events. SBEDC will issue the required notices as necessary for state licensing regulations.

CNI

6. CNI agrees to assist SBEDC with the oversight of the construction of stages, pavilions, and other permanent and temporary structures, and also to assist in managing the operations of entertainment and events.

7. CNI agrees that its services to SBEDC shall also include the contracting of sponsors, vendors, ticketing, event insurance for each day, and entertainment. CNI shall confer and consult with SBEDC on these services.

8. CNI agrees that it will obtain the necessary licensing and permitting to ensure that it can legally provide alcohol concessions for SBEDC.

9. CNI will provide V.I.P. packages as may be requested by SBEDC for sponsors and other designated persons subject to the requirements of ticketing service providers and entertainment.

10. CNI shall fully and completely indemnify SBEDC, board members, and its personnel from payment, damages, and claims. CNI shall obtain written releases from all entertainers, sponsors, service providers and agents, and vendors.

11. CNI shall ensure that all entertainment shall be subject to clear and valid refund and cancellation provisions. CNI shall ensure that City and SBEDC shall be listed as beneficiaries and additional insureds for each applicable policy. CNI shall also ensure that the coverage amount is sufficient to cover SBEDC for any out-of-pocket costs, expected profits, and applicable percentages and expenses as agreed upon. A copy of the policies obtained by CNI shall be provided to SBEDC upon execution of this agreement.

12. CNI will fully comply with applicable state laws and licensing regulations.

13. CNI agrees to ensure that its assigned personnel and representatives have experience with the oversight, handling, sale, and service of alcoholic beverages. CNI shall present

SBEDC proof of TABC certifications upon request.

14. CNI verifies in accordance with applicable Texas' laws that: (1) it does not boycott Israel; (2) will not boycott Israel during the term of the contract; (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (4) will not discriminate during the term of the contract against a firearm entity or firearm trade association

15. CNI further agrees, as a condition precedent to the effectiveness of this agreement, that it shall submit to SBEDC a proposed calendar of events.

Compensation

16. It is agreed that SBEDC will compensate CNI $7,500.00 monthly.

17. It is further agreed by the parties that SBEDC will compensate CNI for its licensing, oversight, handling, sale, and service of legally authorized alcoholic beverages with twenty-five (25%) of the net revenue directly recovered from the sale of alcohol during events at the San Benito Fairgrounds.

18. Prior to the payment of alcohol-related compensation by SBEDC, CNI shall provide SBEDC with copies of all financial books, reports, records, and agreements to verify compliance with personnel and licensure requirements upon request.

Term

19. It is agreed that this contract takes effect on January 1, 2026 and expires on December 31, 2026.

20. It is also agreed that SBEDC will review this agreement and the professional services of CNI on a quarterly basis during the calendar year.

Termination of Contract

21. It is agreed that this agreement may be terminated with or without cause by either party.

Renewal of Contract; Merger

22. Upon mutual written agreement, the parties may renew

this contract with agreed terms and conditions subject to approval by SBEDC's board of directors.

23. The parties agree that this written instrument is the only agreement between the parties and contains the respective parties' terms, conditions, and obligations. This agreement abolishes and supersedes all previous discussions and understandings.

Modification of Agreement

24. The parties may mutually agree to modify any term or condition. All modifications will be in the form of an amended written agreement.

Default & Attorneys' Fees

25. If either party should default (the "Defaulting Party"), the non-defaulting party may seek its damages and/or specific performance for such default, including attorney's fees and other relief as may be allowed by law.

Severability

26. The invalidity or voidance by a court of competent jurisdiction of any section, clause, sentence, or provision contained in this agreement shall not affect the validity of any other part.

Governing Law and Venue

27. The parties agree that Texas law shall apply to any interpretation and enforcement of the provisions of this agreement. It is further agreed that the proper venue for any cause of action shall be agreed to in Cameron County, Texas.

Force Majeure & Government Acts

28. Neither party shall be held in default or liable under this agreement for acts of God, including but not limited to natural disasters, inclement weather conditions, or emergency actions authorized by law that render the obligations of the parties herein impossible, harmful, or that cause unforeseen delay or damages. CNI shall also ensure that if an act of God or government action prevents an event or performance, then all consideration paid for any event or entertainer shall be returned in full immediately.

Hold Harmless and Indemnification

29. CNI agrees to protect, defend, hold harmless and indemnify SBEDC, all members of the board of directors, its officers, and employees and agents, from and against any and all claims, actions, liabilities, costs, attorneys' fees, judgment, liens, court orders, and damages caused or alleged to have been caused to any person or entity arising directly from the services provided under this agreement.

Proper Notice and Meeting

30. It is hereby officially found and determined that the meeting at which this agreement was considered and approved was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Acknowledged, Agreed, and Consented to by:

Carpe Nox Industries, LLC

By: _____
Rogelio ("Roy") Soto Garcia

SIGNED on this the 27 day of January, 2026

VERIFICATION

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Rogelio ("Roy") Soto Garcia on behalf of **Carpe Nox Industries, LLC** who is known by me to be the person whose name is subscribed to the foregoing instrument and, after being by me duly sworn stated that he is the person whose signature appears below, that he has read this Agreement and stipulations as to boycotting Israel and firearm entities or firearm trade associations, and that the terms and conditions contained in it are agreed, consented to, and approved.

_____
Carpe Nox Industries, LLC
Title: Owner / President

SUBSCRIBED AND SWORN TO BEFORE ME Rogelio ("Roy") Soto Garcia on the 27th day of January, 2026, to certify which witness my hand and official seal.

NOTARY PUBLIC IN AND
FOR THE STATE OF TEXAS
Mario A. Palomo
(Printed Name of Notary Public)

My Commission Expires on: 04-24-2029

MARIO A PALOMO NOTARY PUBLIC STATE OF TEXAS Notary ID 124741501 Comm. Expires 04-24-2029

Acknowledged, Agreed, and Consented to by:

San Benito Economic Development Corporation, Inc.

SAN BENITO ECONOMIC DEVELOPMENT CORPORATION TEXAS

By: Anna Llanes
President

SIGNED on this the 27th day of January, 2026

By:
Vice-President

SIGNED on this the 27th day of January, 2026

By:
Secretary

SIGNED on this the 27 day of JAN, 2026

Presented to the City of San Benito City Commission:

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City of San Benito City Commission on this the ___ day of]_____, **2026.**

CITY OF SAN BENITO

_____
Ricardo Guerra
Mayor

ATTEST:

_____
Ruth A. McGinnis
City Secretary

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to ratify a contract with Heart of America Shows to host a carnival at the San Benito Fairgrounds.

RECOMMENDATION:
Staff recommends ratification of the contract with Heart of America Shows to host a carnival at the San Benito Fairgrounds. Approval will formalize the agreement and support the successful coordination and operation of the event for the community.

RATIONALE:
Ratifying the contract with Heart of America Shows ensures the City formalizes its agreement for carnival operations at the San Benito Fairgrounds. The event will provide family-friendly entertainment, promote community engagement, and generate economic activity while ensuring proper coordination, safety, and operational compliance.

BUDGET IMPACT:
N/A

RESOURCE PERSONNEL:
Fred Sandoval, City Manager

EXHIBITS: 02-23-26_1119 PM
Certificate

PREPARED BY: Fred Sandoval
City Manager

02/25/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

CONTRACT AGREEMENT FOR THE USE OF
MUNICIPAL PROPERTY / PARK / FACILITIES
485 N Sam Houston Blvd. • San Benito, TX 78586

Today's Date: FEB 24, 2026 **Reservation Date:** FEB 26 - MAR 1, 2026

Type of Use: CARNIVAL **LOCATION:** SAN BENITO FAIRGROUNDS

Reserved By:
Name of Person/Organization: HEART of AMERICA SHOWS

Address: 2315 S. 25TH ST

City, Zip: HARLINGEN, TX 78550 **Phone:** 956-245-3661

Make refund check Payable to: _____

Hours of Access:

Move In Time: 2 HRS BEFORE EVENT.

Event Time: ~~WED~~ THU & FRI 6-11 PM SAT 4-11 PM SUN 4-10 PM A.M. / P.M.

Move Out Time: 1 HR AFTER EVENT

Special Arrangements: _____

NO TAPES OR NAILS ARE ALLOWED TO BE PLACE ON WALLS
SUBJECT TO LOSE DEPOSIT IF DONE

Key must be picked up by..... _____ before 4:00 p.m.

Key must be returned by _____ before 12:00 noon in order to receive deposit.

Will Alcoholic beverage be served? NO **(Sale of Alcoholic beverages is specifically prohibited) NOTE: STATE LAW ON ALCHOLIC BEVERAGE SHALL BE OBSERVED: THE LESSEE SHALL BE RESPONSIBLE FOR SEEING THAT GUESTS ARE NOTIFIED OF CURFEW. 12:00 MIDNIGHT SUNDAY THRU FRIDAY AND 1:00 AM SATURDAY.**

ALL EVENTS - PUBLIC OR PRIVATE: A **BREAKAGE DEPOSIT OF $150.00,** SHALL BE REQUIRED FOR REPAIRS OR REPLACEMENT OF ANY DAMAGES TO THE BUILDING, FURNISHING, AND/OR FIXTURES CAUSED BY THE LESSEE AND/OR GUEST OR CUSTOMERS. A **KEY DEPOSIT OF $15.00** IS REQUIRED. The key deposit may be forfeited if the key is not picked up during business hours. If a City

a. A public hearing designed to obtain community involvement and for which there is no registration fee. This shall not include receptions or political gathers.

b. Activities for which the governmental agency has contracted to provide reciprocal services. This shall not include private functions for clubs, credit unions, etc.

c. Events sponsored by the City of San Benito for public purposes. This shall not include private functions.

Special Note: The City of San Benito reserves the right to cancel this agreement when the Mayor or City Commission declares that a state of emergency exists.

No reservation is made until this agreement has been completed. We regret that we cannot accept telephone reservations or cancellations. Please keep your copy of this agreement.

NOTE: THE LESSEE IS RESPONSIBLE FOR COMPLIANCE WITH THE SOUTHERN STANDARD BUILDING CODE AND THE SAN BENITO FIRE PREVENTION CODE (AIA) WITHREGARDS TO OCCUPANCY. VIOLATION OF ANY OF THE PROVISIONS OF THESE CODES SHALL CONSTITUTE A MISDEMEANOR, AND UPON CONVICTION THEREOF IN THE MUNICIPAL COURT OF THE CITY OF SAN BENITO, SHALL BE SUBJECT TO A FINE OF NOT LESS THAN TEN DOLLARS ($10.00) OR NOT MORE THAT TWO HUNDRED DOLLARS ($200.00)

AS A PART OF THE CONSIDERATION FOR THE EXECUTION OF THIS AGREEMENT, USER AGREES TO INDEMNIFY CITY AND HOLD CITY HARMLESS FOR ANY INJURY TO ANY PERSON USING THE PREMISES DURING THE TERM OF THIS AGREEMENT, AND TO DEFEND ANY AND ALL ACTIONS AGAINST CITY RESULTING FROM USE BY USER.

THIS AGREEMENT IS SPECIFICALLY ENFORCEABLE.

I have read and agree to comply with the above rules.

HEART OF AMERICA SHOWS
Organization

2/24/26
Date

By Representative

City Representative

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/24/2026

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

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

PRODUCER	CONTACT NAME: Tasha Avery
Haas & Wilkerson Insurance 4300 Shawnee Mission Parkway Fairway, KS 66205 913 432-4400	PHONE (A/C, No, Ext): 913 432-4400 FAX (A/C, No): E-MAIL ADDRESS: tasha.avery@hwins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company (CHUBB)	22667
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Robert Cory dba
Heart of America Shows
2315 S 25th St
Harlingen, TX 78550

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			G18202074	04/15/2025	04/15/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

Additional Insured: City of San Benito Texas and Mrs. Weeklie but only with respects to the operation of the Named Insured.

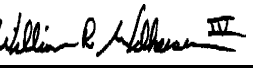
CERTIFICATE HOLDER

City of San Benito Texas
401 N. Sam Houston
San Benito, TX 78586

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to accept a $750,000 grant award from the Texas Parks and Wildlife Department Local Park Non-Urban Outdoor Grant program for park improvements at the San Benito Wetlands.

RECOMMENDATION:
Staff recommends approval to accept the $750,000 grant awarded by the Texas Parks and Wildlife Department for park improvements at the San Benito Wetlands.

RATIONALE:
On January 22, 2026, the Texas Parks and Wildlife Commission voted to award Local Park Grants funding from a combination of State Funding and Federal Funding from the Land and Water Conservation Fund. The City of San Benito submitted an application for a $750,000 grant under the Non-Urban Outdoor category of this grant program for park improvements at the San Benito Wetlands. Local matching support in the amount of $750,000 was pledged by the City of San Benito, consisting of $149,261 in force account labor (city crews), $154,700 in-kind (heavy equipment operations), and $446.039 in funds.

Staff from the TPWD Recreation Grants Branch scored the applications, which were submitted from across the State of Texas, and made funding recommendations to their Commission. Of the 61 applications submitted in the Non-Urban Outdoor category, the San Benito Wetlands application was ranked #4 in the state and was recommended for Federal funding through the Land and Water Conservation Fund.

The City of San Benito has been awarded a $750,000 grant by TPWD for park improvements at the San Benito Wetlands. This is the culmination of a successful project involving the San Benito City Commission, City Staff, and numerous local organizations, agencies, and members of the public.

BUDGET IMPACT:
$750,000

RESOURCE PERSONNEL:
Eloy Avila Jr, Parks & Recreation Director

EXHIBITS: Exhibit A Urban Outdoor Scoring/Exhibit B Non-Urban Outdoor Scoring

PREPARED BY: Eloy Avila, Jr.
Parks and Recreation Director

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

Exhibit A – Commission Agenda Item No. 1

Urban Outdoor Scoring

Rank	Score	Applicant	Project Name	Request	Recommendation
1	71	San Antonio	Pearsall Park	$1,500,000	$1,500,000
1	71	Fort Worth	Oak Grove Park Phase II	$1,500,000	$1,500,000
3	65	Austin	Sir Swante Palm Neighborhood Park	$1,499,053	
4	62	Houston	Trinity Gardens Park	$1,500,000	
Totals				$5,999,053	$3,000,000

Exhibit B – Commission Agenda Item No. 1

Non-Urban Outdoor Scoring

Rank	Score	Applicant	Project Name	Request	Recommendation
1	82	Kyle	Steeplechase Park	$750,000	$750,000
1	82	Cameron County	Bejarano-McFarland Phase 2	$750,000	$750,000
3	78	Burleson	Community Park	$750,000	$750,000
4	77	San Benito	San Benito Wetlands	$750,000	$750,000
5	71	Wellington	Ellison Park	$608,966	$608,966
6	69	Port Arthur	Washington Park and Pioneer Park	$552,147	$552,147
6	69	Castroville	Lion's Park	$469,367	$469,367
8	68	Marble Falls	Westside Park	$750,000	$750,000
8	68	Edinburg	Memorial Park	$347,927	$347,927
10	67	New Braunfels	Neighborhood Park	$700,890	$700,890
10	67	Breckenridge	City Park	$430,706	$430,706
10	67	Victoria	Meadowlane Park	$357,500	$357,500
13	64	Glen Rose	Glen Rose Soccer Park	$750,000	$750,000
13	64	Alvarado	Pecan Orchard Development Project	$522,996	$522,996
15	63	The Colony	B.B. Owens Softball Complex	$750,000	$750,000
15	63	McLennan County	Tradinghouse Lake Park	$551,535	$551,535
17	62	Wimberley	Blue Hole Regional Park III	$750,000	$750,000
17	62	Pearsall	Victor Trevino Sports Complex II	$582,769	$582,769

17	62	Harlingen	Arroyo Park	$750,000	$750,000
17	62	Rio Grande City	Fort Ringgold Park	$367,700	$367,700
21	61	Liberty Hill	Heart of the Park II	$750,000	$750,000
21	61	Plainview	Running Water Draw Park	$750,000	$750,000
21	61	Allen	Ford Park	$750,000	$750,000
21	61	Center	American Legion Park Phase II	$250,000	$250,000
21	61	Laredo	Lomas Del Sur Regional Park	$750,000	$750,000
26	60	Leon Valley	Forest Oaks Pool Renovation	$725,852	$725,852
27	58	Live Oak	Main City Park	$402,770	
28	58	Brownsville	La Posada Redevelopment Project	$750,000	
29	58	Flower Mound	Leonard and Helen Johns Community Park	$750,000	
30	55	Palacios	Seagull Shores Park	$750,000	
31	54	Mineral Wells	West City Park	$731,808	
32	54	Pearland	Independence Park Phase 2 - Amenity Lake	$412,500	
33	53	Kemah	Kemah 57-Acre Nature Facility	$750,000	
34	54	Royse City	Creekshaw Park	$750,000	
35	53	Mount Vernon	Little Creek Park Phase II	$550,000	
36	51	Tyler	Golden Road Park	$750,000	
37	51	Granite Shoals	Quarry Park Improvements	$749,430	
38	51	Brownwood	Fisk Art Park	$750,000	
39	50	Galveston County	Jack Brooks Park Archery Range	$199,520	
40	46	Kaufman	Kings Fort Park	$750,000	
41	49	Progreso	Progreso Outdoor Play, Recreation, and Learning	$499,100	
42	49	Maverick County	Elm Creek All Abilities Park	$382,622	

43	48	Galveston County Consolidated Drainage District	Twin Creeks Preserve Acquisition	$750,000	
44	47	Hidalgo	Hidalgo Nature Channel Park	$738,309	
45	47	Fairfield	City Park	$200,000	
46	45	Lockhart	Lockhart Aquatics Facility - Phase 2	$750,000	
47	45	Lindale	Faulkner Park Baseball Complex	$739,750	
48	45	Somerset	Schimmel Memorial Park	$448,035	
49	42	Matagorda County	Matagorda County Parks Renovation and Construction	$750,000	
50	42	Los Prados PID	Los Prados Park	$661,759	
51	42	Gladewater	2025 City of Gladewater Bumblebee Park Splash Pad	$150,000	
52	41	Pleasanton	Sports Complex Improvement Project	$571,320	
53	41	Alamo	Alamo Inclusive Sports Complex	$745,500	
54	40	Rockdale	Fireman's Memorial Park/Bridge Park	$495,000	
55	38	Manvel	Manvel City Park	$750,000	
56	38	Port Aransas	Enhancing Port Aransas Pool & Pier Access	$674,100	
57	37	McAllen	Bentsen Hike & Bike Trail	$750,000	
58	37	Bastrop	Bastrop Par 3 Golf Course	$237,125	
59	34	Fate	Fate Station Park	$690,800	
60	33	Nacogdoches	Clint Dempsey Soccer Complex	$122,650	
61	29	Dimmit County	Dimmit County Youth Sports Complex	$412,500	
Totals				$36,782,953	$16,218,355

Exhibit C – Commission Agenda Item No. 1

Small Community Scoring

Rank	Score	Applicant	Project Name	Request	Recommendation
1	74	Live Oak County	Longhorn Park	$150,000	$150,000
2	72	Henrietta	City Park	$150,000	$150,000
3	70	Turkey	City Park	$150,000	$150,000
4	69	Teague	8th Ave Park	$150,000	$150,000
5	67	Kemp	Kemp City Park	$150,000	$150,000
6	63	Spearman	Martin Park Inclusive Splashpad	$150,000	$150,000
7	62	Yoakum	Centennial Park	$149,985	$149,985
7	62	Gatesville	Sports Complex Phase 2	$150,000	$150,000
9	61	South Padre Island	Water Tower Park	$150,000	$150,000
10	57	Daingerfield	Irvin Park	$88,659	$88,659
11	56	Beeville	Kohler Park	$149,994	$149,994
12	55	Childress	Childress Splashpad	$150,000	$150,000
13	53	Alvarado	George Washington Carver Park	$100,003	$100,003
14	52	Gladewater	Garland P. Ferguson Park	$150,000	$150,000
15	50	Hearne	Bob Jones, Ruben Gomez East & Godfrey Parks	$110,880	
15	50	Nolanville	Neighborhood Park Improvements	$149,450	
15	50	Pilot Point	Allen Groff Park Playscape	$150,000	
18	49	River Oaks	McGee Park	$78,964	
19	49	Post	City Park	$150,000	
20	47	Refugio County	Bonnie View Community Park	$146,531	
21	47	Lowry Crossing	Silo Crossing Park	$150,000	
22	46	City of Friona	City Park II	$150,000	
23	44	Mount Enterprise	City Park Phase I	$149,815	

24	43	Mathis	Gonzalo Piaz Park	$74,910	
25	42	Cross Plains	Cross Plains Butterfly Garden	$100,000	
26	41	Hale Center	Caudle Park II	$62,501	
27	41	Lorenzo	City Park	$25,302	
28	40	Plains	Plains Park	$123,262	
29	40	Hughes Springs	Spring Creek Park Splashpad	$150,000	
30	36	Kilgore	Pocket Park	$150,000	
31	36	Trinity County	Trinity County 'Y'	$41,855	
32	33	Cranfills Gap	City Park	$150,000	
33	32	La Vernia	City Park Splash Pad Renovation	$150,000	
34	31	Lampasas	Hanna Springs II	$150,000	
Totals				$4,402,111	$1,988,641

MATCHLINE

SCALE: 1"=100'

POND

POND

POND

POND

POND

POND

POND

POND

POND

POND

POND

POND

DRAIN DITCH

DRAIN DITCH

DRAIN DITCH

MANHOLE

TOWER POLE

P.P.

P.P.

P.P.

P.P.

P.P.

P.P.

F.H.

W.

W.

PROP FILL AND COMPACT WALKING TRAIL AND BOX CULVERT

PROP FILL AND COMPACT WALKING TRAIL AND BOX CULVERT

PROP FILL AND COMPACT WALKING TRAIL AND BOX CULVERT

PROP 6' GRAVEL NATURE TRAIL WITH 6" CONC. EDGING

CALICHE WALKWAY

PROP 6' DECOMPOSED GRANITE TRAIL WITH 6" CONC. EDGING

PROP RESTROOMS W/ 5' CONC. SIDEWALK, DRINKING FOUNTAIN & RAINWATER COLLECTION TANK

PROP 5' CONC. SIDEWALK

PROP DITCH TO BE FILLED AND PIPED FOR DRAINAGE

PROP SOLAR LED - AMBER LIGHT (DARK SKY LIGHTING)

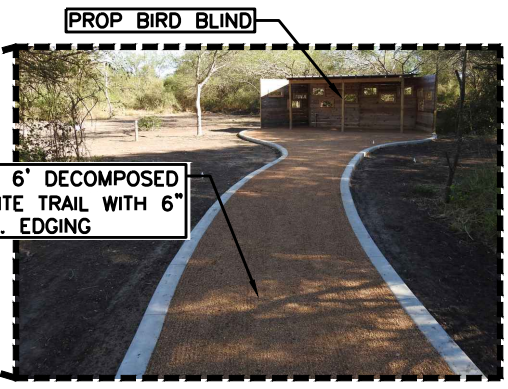
PROP GEOGRID PARKING AREA WITH CONCRETE SIDEWALK

PROP CHAIN LINK FENCE

PROP CHAIN LINK FENCE

LINE 20 RD
(MAYFIELD RD.)

PROP BIRD BLIND



PROP 6' DECOMPOSED GRANITE TRAIL WITH 6" CONC. EDGING

PROP 6' DECOMPOSED GRANITE TRAIL WITH 6" CONC. EDGING



PROP 6' DECOMPOSED GRANITE TRAIL WITH 6" CONC. EDGING

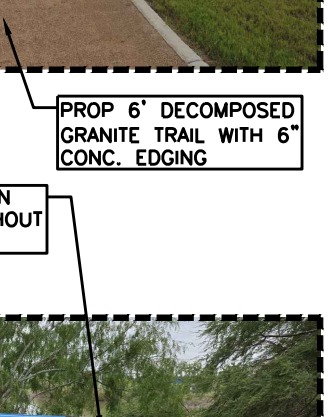
PROP INFORMATION SIGNAGE THROUGHOUT PROJECT





PROP BENCH THROUGHOUT PROJECT

PROP DOGIPOT PET STATION & TRASH CANS THROUGHOUT PROJECT





PROP 30'X70' PAVILLION W/ CONCRETE SLAB



PROP WILDLIFE PHOTO & INTERPRETATION STATION



PROP GEOGRID PARKING AREA WITH CONCRETE SIDEWALK

Proj. No. ENG.25.012			
Designed: FC			
Drawn: FC			
Approved: RS			
File:	Revision	Date	Description

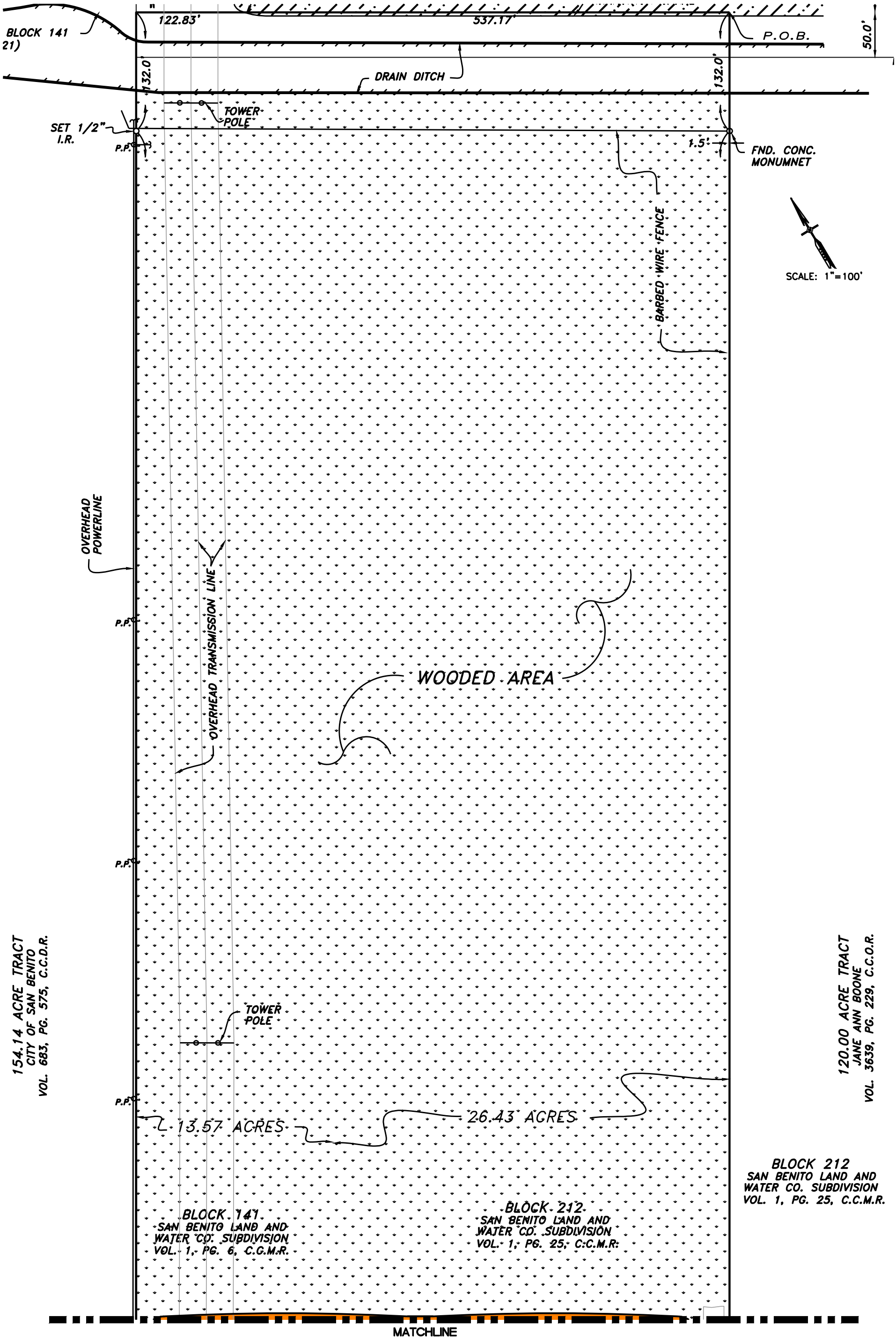
TRIMAD ENGINEERING, LLP
Texas Firm No. F-18526
1103 N Raul Longoria, San Juan, Texas 78589
Ph. (956) 497-5355
RSALAZAR@TRIMADSTX.COM
JPEREZ@TRIMADSTX.COM

SAN BENITO
THE SOUL OF SOUTH TEXAS
CITY OF SAN BENITO
485 N. SAM HOUSTON BLVD.
SAN BENITO, TEXAS 78586

SAN BENITO WETLANDS EXHIBIT

PROJ. No.

SHT 1 OF 2



Proj. No.: XXXX			
Designed: FC			
Drawn: FC			
Approved: RS			
File:	Revision	Date	Description

TRIMAD CONSULTANTS LLC
Texas Firm No. F-18526
1803 Mozelle St., Pharr, Texas 78577
Ph. (956) 497-5355
RSALAZAR@TRIMADSTX.COM
JPEREZ@TRIMADSTX.COM

SAN BENITO
THE SOUL OF SOUTH TEXAS
CITY OF SAN BENITO
485 N. SAM HOUSTON BLVD.
SAN BENITO, TEXAS 78586

SAN BENITO WETLANDS EXHIBIT

PROJ. No.

SHT 2 OF 2

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve Payment Number 14 and Payment Number 15 to Cameron County Regional Mobility Authority (CCRMA) pertaining to the City of San Benito Commitment for North Williams Road, Phase I Project, Per Agreement Number 2022-0510-4(A), in the amount of $32,033.28.

RECOMMENDATION:
Staff recommends approval.

RATIONALE:
This is an Interlocal Cooperation Agreement with the Cameron County Regional Mobility Authority relating to the Williams Road Project. This was approved at the May 10, 2022, Regular City Commission Meeting (COSB Agreement No. 2022-0510-4(A). Payment Number 14 is invoiced for $13,128.56, and Payment Number 15 is $18,904.72. The total for both invoices is $32,033.28. As of January 2, 2026, the project is 73.3% complete.

BUDGET IMPACT:
$32,033.28 Account Number 05-0310-0573

RESOURCE PERSONNEL:
Monica Rodriguez, Planner I

EXHIBITS:
COSB N. Williams Rd-14
COSB N. Williams Rd - 15
COSB Agreement No. 2022-0510-4(A) (1)

PREPARED BY: Monica L. Rodriguez
Planning Manager

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

INVOICE

Invoice Number		COSB N. Williams Rd-14
Invoice Date:		November 6, 2025
Terms:		Net 30
Invoiced to Date:	$	248,684.32
Paid to Date:	$	145,791.50
Amount Due this Invoice:	$	13,128.56
Contract Amount	$	400,000.00
	$	151,315.68

3461 Carmen Ave.
Rancho Viejo, TX 78575
(956) 621-5573

Bill To:
City of San Benito
401 N Sam Houston Blvd
San Benito, TX 78566

CCRMA INVOICE PER INTERLOCAL AGREEMENT
CCRMA TO ADVANCE THE WILLIAMS ROAD PROJECT

ILA TO DEVELOP PRELIMINARY ENGINEERING AND ENVIRONMENTAL DOCUMENTS
APPROVED CITY COMMISSION MEETING May 10, 2022, ITEM 4

Reference	Item & Description	Invoice Amount	AMOUNT
2025-162	City of San Benito Commitment for N. Williams Rd (Phase I) Project September 2025	$ 8,018.48	$ 8,018.48
	Cameron County Interlocal Contribution (September 2025)	$ (4,009.24)	$ (4,009.24)
2025-183	City of San Benito Commitment for N. Williams Rd (Phase I) Project October 2025	$ 18,238.64	$ 18,238.64
	Cameron County Interlocal Contribution (October 2025)	$ (9,119.32)	$ (9,119.32)
		Balance Due	$ 13,128.56

DIRECT ALL INQUIRIES TO:
Victor J. Baron
956-621-5573
vbarron@ccrma.org

MAKE ALL CHECKS PAYABLE TO:
Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, TX 78575

Verified by CCRMA Finance Department

REVIEWED
By Victor J Barron at 10:31 am, Nov 10, 2025

GDJ Engineering
www.GDJEng.com
2805 Fountain Plaza Blvd.,
Suite B, Edinburg, TX 78539
(956) 603-2025

October 1, 2025

Cameron County Regional Mobility Authority
Attn: Mr. Pete Sepulveda
Executive Director
3461 Carmen Avenue
Rancho Viejo, Texas 78575

Ref: Progress Report For WA #3 – FM 1846 (North Williams Road) Phase I Project Invoice #2025-162

Dear Mr. Sepulveda,

GDJ Engineering is pleased to submit this progress report in support of the corresponding invoice and as a request for payment. The detailed task item updates are described below.

Task #1 –RGVMPO/TxDOT/FHWA Planning & Funding Coordination

GDJ continues to monitor activity at the RGVMPO for any needed changes to facilitate the Planning-Environmental Linkage and any planning document listings that need revisions.

Task #2 – Environmental Scoping Document

GDJ submitted the revised environmental scoping document (WPD I & II) and environmental schedule to the CCRMA based on the typical section decision provided by TxDOT.

Task #3 –Environmental Open Ended (d) CE Clearance Form Packet

GDJ continues to draft the form and necessary attachments.

Task #4 – Technical Report – Water Quality

GDJ continues the desktop analysis, gathering of information, and the drafting of the Surface Water Analysis form.

Task #5 – Technical Report – Biological Resources

GDJ continues the desktop analysis, gathering of information, and the drafting of the Species Analysis form.

Task #6 – Technical Report – Cultural Resources (SUB)

This task has not begun.

Task #7 – Technical Report - Hazmat

GDJ continues the desktop analysis and gathering of information for the Hazmat Initial Site Analysis (ISA).

TRANSPORTATION UTILITIES DRAINAGE ENVIRONMENTAL STRUCTURE
PROJECT MANAGEMENT ENGINEERING DESIGN CIVIL CONSTRUCTION
BRIDGE DESIGN ROADWAY DESIGN TRAFFIC DESIGN MPO COORDINATI
WATER & WASTEWATER DESIGN PROJECT MANAGEMENT CONSTRUCT

Task #8 – Technical Report – Env. Justice/Community Impacts

GDJ continues the desktop analysis and gathering of information for the Community Impact Analysis.

Task #9 – Technical Report – Noise Analysis

GDJ continues the desktop analysis and gathering of information for the Noise Analysis Technical Report.

Task #10 – Technical Report – Air Quality

GDJ continues the desktop analysis and gathering of information for the Air Quality Technical Report.

Task #11 – Public Involvement (Meeting/Hearing/MAPO)

GDJ submitted the draft notice and opportunity to comment, comment form, and location map to the CCRMA for review and comment. GDJ continues to compile the address lists (property owner, stakeholder, and elected officials) and draft preliminary public meeting materials.

Task #12 – Agency Coordination (USACE, TPWD, USFWS)

This task has not begun.

Task #13 – Data Collection

All existing/available data has been collected and all utilities are shown on the schematic. This task is complete.

Task #14 – Feasibility Studies/Alternatives

GDJ has reviewed TEDSI's report and provided notes and guidance for the final submittal. This task is complete.

Task #15 – Geometric Schematic Work

GDJ has met with and provided updated schematics to both the Drainage District and Irrigation District and received preliminary comments. We will update the schematic once we get their final comments.

Task #16 – Corridor & Route Alternatives

GDJ has finalized the matrix and selected the preferred alternative. This task is complete.

Task #17 – Feasibility Studies/Alternatives (SUB)

The Traffic Sub has provided a final signed/sealed report. This task is complete.

Task #18 – Development of Typical Sections

GDJ has reviewed the geotechnical report and has developed the typical section in conjunction with TxDOT's overweight corridor directives. This task is complete.

Task #19 – Geotechnical Studies (SUB)

MEG has finalized the draft report and submitted it for review. Now that we have direction from TxDOT, MEG will sign/seal the final geo report.

TRANSPORTATION UTILITIES DRAINAGE ENVIRONMENTAL STRUCTU
PROJECT MANAGEMENT ENGINEERING DESIGN CIVIL CONSTRUCTION
BRIDGE DESIGN ROADWAY DESIGN TRAFFIC DESIGN MPO COORDINATI
WATER & WASTEWATER DESIGN PROJECT MANAGEMENT CONSTRUCT

Task #20 – Aerial Mapping/Survey (SUB)

The surveyor has completed the topography and existing ROW. Horizontal and vertical sheets are begin developed.

Task #21 – Hydrologic/Hydraulic Studies (SUB)

GDJ has met with and provided updated schematics to both the Drainage District and Irrigation District and received preliminary comments. We continue to update the H&H as comments are received.

Task #22 – Traffic Engineering Studies (SUB)

GS has sent in the final draft report and it has been submitted to TxDOT for final approval. This task is complete.

Task #23 – Traffic Projections (SUB)

GS has sent in the final draft report and it has been submitted to TxDOT for final approval. This task is complete.

Task #24 – Project Cost Estimates

GDJ developed preliminary cost estimates as part of the technical memo in order for TxDOT to make a decision on typical sections.

Task #25 – Quality Assurance/Quality Control

GDJ continues to QA/QC all work as it is developed and has internal review processes set up for reviews of schematic and estimate submittals. This task will continue throughout the duration of this schematic development.

Thank you and should you have any questions or require additional information, please feel free to call me at (956) 603-2025.

Sincerely,



Robert Macheska, P.E., CFM
Executive VP/COO
GDJ Engineering, LLC

TRANSPORTATION UTILITIES DRAINAGE ENVIRONMENTAL STRUCTU
PROJECT MANAGEMENT ENGINEERING DESIGN CIVIL CONSTRUCTION
BRIDGE DESIGN ROADWAY DESIGN TRAFFIC DESIGN MPO COORDINAT
WATER & WASTEWATER DESIGN PROJECT MANAGEMENT CONSTRUCT
TRANSPORTATION UTILITIES DRAINAGE ENVIRONMENTAL STRUCTU

Invoice

Date	Invoice #
10/1/2025	2025-162

2805 Fountain Plaza Blvd., Suite B
Edinburg, Texas 78539
(956) 603-2025

Please send remittance with copy of invoice to:
Attn: Mr. Robert Macheska
2805 Fountain Plaza Blvd.
Suite B
Edinburg, Texas 78539

215 2280 70350 $4009.24
200 2280 70350 $4009.24

Bill To:
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, Texas 78575

Project Info:
Cameron County Reg. Mobility Authority
WA #3 - FM 1846 (North Williams Rd)
Phase I Project

Billing Period: September 2025

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Task 1 - RGVMPO/TxDOT/FHWA Planning and Funding Coordination					
1A - Analyze Existing Funding Options	$ 3,717.12	$ 2,676.33	$ -	$ 2,676.33	72.0%
1B - Develop RGVMPO/TxDOT Funding Strategies and Correspondence	$ 3,717.12	$ 2,676.33	$ -	$ 2,676.33	72.0%
1C - Prepare Prelim. Exhibits for Funding Requests	$ 2,393.92	$ 1,723.62	$ -	$ 1,723.62	72.0%
1D - Prepare Requests for RGVMPO Revisions	$ 2,086.74	$ 1,502.45	$ -	$ 1,502.45	72.0%
1E - Prepare Letters & Packet to TxDOT Requesting AFA	$ 2,393.92	$ -	$ -	$ -	0.0%
1F - Monitor Planning Documents & Funding Opportunities	$ 2,414.68	$ -	$ -	$ -	0.0%
Task 2 - Environmental Scoping Document					
2A - Preliminary Desktop Research	$ 1,664.78	$ 1,231.94	$ 432.84	$ 1,664.78	100.0%
2B - Preliminary Site Visit	$ 396.96	$ 396.96	$ -	$ 396.96	100.0%
2C - Preliminary Project Fact Sheet	$ 1,204.08	$ 842.86	$ 361.22	$ 1,204.08	100.0%
2D - Scoping Meeting Agenda & Exhibits	$ 1,548.86	$ 1,084.20	$ 464.66	$ 1,548.86	100.0%
2E - WPD Form I	$ 430.04	$ 301.03	$ 107.51	$ 408.54	95.0%
2F - WPD Form II	$ 430.04	$ 301.03	$ 107.51	$ 408.54	95.0%

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Cameron County Reg. Mobility Authority
WA #3 - FM 1846 (North Williams Rd)
Phase I Project

Billing Period: September 2025

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
2G - WPD Form III (Environmental Schedule)	$ 430.04	$ 301.03	$ 107.51	$ 408.54	95.0%
2H - Attend & Assist in Scoping Mtg w/TxDOT	$ 1,475.32	$ -	$ -	$ -	0.0%
2I - Address One Set of Comments (CCRMA)	$ 412.84	$ -	$ -	$ -	0.0%
2J - Address One Set of Comments (TxDOT)	$ 412.84	$ -	$ -	$ -	0.0%
Task 3 - Evironmental Open Ended (d) CE Clearance Form Packet					
3A - Prepare Open Ended (d) CE Classification Request Form	$ 6,891.44	$ 1,102.63	$ -	$ 1,102.63	16.0%
3B - Prepare Corresponding Exhibit & Reference Packet	$ 17,738.70	$ 2,838.19	$ -	$ 2,838.19	16.0%
3C - Address One Set of Comments (CCRMA)	$ 2,783.48	$ -	$ -	$ -	0.0%
3D - Address One Set of Comments (TxDOT)	$ 2,783.48	$ -	$ -	$ -	0.0%
Task 4 - Technical Report - Water Quality					
4A - Data Collection & Desktop Review	$ 992.40	$ 158.78	$ 39.70	$ 198.48	20.0%
4B - Prepare Surface Water Analysis Form	$ 1,607.68	$ 257.23	$ 64.31	$ 321.54	20.0%
4C - Prepare Corresponding Exhibit & Reference Packet	$ 1,627.07	$ -	$ 162.71	$ 162.71	10.0%
4D - Address One Set of Comments (CCRMA)	$ 198.48	$ -	$ -	$ -	0.0%
4E - Address One Set of Comments (TxDOT)	$ 330.80	$ -	$ -	$ -	0.0%

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Project Info:
Cameron County Reg. Mobility Authority
WA #3 - FM 1846 (North Williams Rd)
Phase I Project

Billing Period: September 2025

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Task 5 - Technical Report - Biological Resources					
5A - Data Collection & Desktop Review	$ 793.92	$ 127.03	$ 31.76	$ 158.78	20.0%
5B - Prepare Species Analysis Form	$ 330.80	$ 52.93	$ 13.23	$ 66.16	20.0%
5C - Prepare Species Analysis Worksheet	$ 1,521.68	$ -	$ 152.17	$ 152.17	10.0%
5D - Prepare Documentation of TPWD BMP's Form	$ 330.80	$ -	$ 33.08	$ 33.08	10.0%
5E - Prepare Corresponding Exhibit & Reference Packet	$ 1,249.95	$ -	$ 125.00	$ 125.00	10.0%
5F - Address One Set of Comments (CCRMA)	$ 198.48	$ -	$ -	$ -	0.0%
5G - Address One Set of Comments (TxDOT)	$ 330.80	$ -	$ -	$ -	0.0%
Task 6 - Technical Report - Cultural Resources (SUB)					
6 - Technical Report - Cultural Resources (SUB)	$ 36,159.01	$ -	$ -	$ -	0.0%
Task 7 - Technical Report - Hazmat					
7A - Data Collection & Desktop Review	$ 1,791.71	$ 286.67	$ 71.67	$ 358.34	20.0%
7B - Field Verify & Obtain Site Pictures	$ 1,720.16	$ -	$ 860.08	$ 860.08	50.0%
7C - Conduct Interviews as Needed	$ 661.60	$ -	$ -	$ -	0.0%
7D - Prepare Hazmat ISA Form	$ 1,852.48	$ -	$ 185.25	$ 185.25	10.0%
7E - Prepare Corresponding Exhibit & Reference Packet	$ 1,998.35	$ -	$ 199.84	$ 199.84	10.0%

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Project Info:
Cameron County Reg. Mobility Authority
WA #3 - FM 1846 (North Williams Rd)
Phase I Project

Billing Period: September 2025

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
7F - Address One Set of Comments (CCRMA)	$ 412.84	$ -	$ -	$ -	0.0%
7G - Address One Set of Comments (TxDOT)	$ 842.84	$ -	$ -	$ -	0.0%
Task 8 - Technical Report - Environmental Justice/Community Impacts					
8A - Data Collection & Desktop Review	$ 2,844.88	$ 455.18	$ 113.80	$ 568.98	20.0%
8B - Prepare Community Impacts Assessment Technical Report Form	$ 2,447.92	$ -	$ 244.79	$ 244.79	10.0%
8C - Prepare Corresponding Exhibit & Reference Packet	$ 2,327.94	$ -	$ 232.79	$ 232.79	10.0%
8D - Address One Set of Comments (CCRMA)	$ 743.64	$ -	$ -	$ -	0.0%
8E - Address One Set of Comments (TxDOT)	$ 1,034.72	$ -	$ -	$ -	0.0%
Task 9 - Technical Report - Noise Analysis					
9A - Data Collection & Desktop Review	$ 2,087.72	$ 334.04	$ 83.51	$ 417.54	20.0%
9B - Noise Model Validation Field Work	$ 1,918.64	$ -	$ -	$ -	0.0%
9C - Prepare Traffic Noise Model using FHWA's TNM Software	$ 3,043.36	$ -	$ -	$ -	0.0%
9D - Prepare Traffic Noise Analysis Tech Report	$ 3,043.36	$ -	$ -	$ -	0.0%
9E - Prepare Corresponding Exhibit & Reference Packet	$ 3,995.90	$ -	$ -	$ -	0.0%
9F - Address One Set of Comments (CCRMA)	$ 821.79	$ -	$ -	$ -	0.0%
9G - Address One Set of Comments (TxDOT)	$ 1,143.03	$ -	$ -	$ -	0.0%

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Project Info:
Cameron County Reg. Mobility Authority
WA #3 - FM 1846 (North Williams Rd)
Phase I Project

Billing Period: September 2025

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Task 10 - Technical Report - Air Quality					
10A - Data Collection & Desktop Review	$ 2,331.48	$ 373.04	$ -	$ 373.04	16.0%
10B - Prepare Air Quality Technical Report	$ 2,646.40	$ -	$ -	$ -	0.0%
10C - Prepare Corresponding Exhibit & Reference Packet	$ 2,407.23	$ -	$ -	$ -	0.0%
10D - Address One Set of Comments (CCRMA)	$ 661.60	$ -	$ -	$ -	0.0%
10E - Address One Set of Comments (TxDOT)	$ 1,024.23	$ -	$ -	$ -	0.0%
Task 11 - Public Involvement (Meeting/Hearing/MAPO)					
11A - Prepare Public Meeting Assignments Checklist	$ 602.04	$ 60.20	$ 60.20	$ 120.41	20.0%
11B - Prepare Public Meeting Address List	$ 3,275.60	$ 327.56	$ 327.56	$ 655.12	20.0%
11C - Prepare Newspaper Notices	$ 1,878.92	$ 187.89	$ 751.57	$ 939.46	50.0%
11D - Prepare Powerpoint Presentations	$ 5,771.68	$ 577.17	$ 577.17	$ 1,154.34	20.0%
11E - Prepare Speech Transcript	$ 5,757.12	$ 575.71	$ 575.71	$ 1,151.42	20.0%
11F - Prepare Meeting Sign In Sheets	$ 683.28	$ 68.33	$ 68.33	$ 136.66	20.0%
11G - Prepare Meeting Handout Materials	$ 6,586.72	$ 658.67	$ 658.67	$ 1,317.34	20.0%
11H - Prepare Meeting Exhibits	$ 8,043.48	$ 804.35	$ 804.35	$ 1,608.70	20.0%
11I - Attend & Provide Support at Mock Meeting With TxDOT	$ 1,058.52	$ -	$ -	$ -	0.0%
11J - Address One Set of Comments (CCRMA) - Meeting Materials	$ 1,512.23	$ -	$ -	$ -	0.0%

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WA #3 - FM 1846 (North Williams Rd)
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Billing Period: September 2025

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
11K - Address One Set of Comments (TxDOT) - Meeting Materials	$ 1,651.15	$ -	$ -	$ -	0.0%
11L - Attend & Provide Support at Public Meeting With TxDOT	$ 1,314.12	$ -	$ -	$ -	0.0%
11M - Prepare Public Meeting Response to Comments Matrix	$ 3,771.04	$ -	$ -	$ -	0.0%
11N - Prepare Public Meeting Documentation Packet	$ 3,510.68	$ -	$ -	$ -	0.0%
11O - Address One Set of Comments (CCRMA) - Pubic Meeting Documentation Packet	$ 615.28	$ -	$ -	$ -	0.0%
11P - Address One Set of Comments (TxDOT) - Public Meeting Documentation Packet	$ 754.20	$ -	$ -	$ -	0.0%
Task 12 - Agency Coordination (USACE/TPWD/USFWS Coordination & Permitting)					
12A - Prepare Agency Coordination Letters/Emails (to be signed by CCRMA)	$ 3,157.92	$ -	$ -	$ -	0.0%
12B - Prepare Agency Permit Forms	$ 4,816.44	$ -	$ -	$ -	0.0%
12C - Prepare Corresponding Exhibit & Reference Packet	$ 8,860.52	$ -	$ -	$ -	0.0%
12D - Address One Set of Comments (CCRMA)	$ 2,411.98	$ -	$ -	$ -	0.0%
12E - Conduct Follow-Ups with Agencies	$ 1,378.24	$ -	$ -	$ -	0.0%
Task 13 - Data Collection					
13A - Review Appraisal District Data for Project Limits	$ 4,047.12	$ 4,047.12	$ -	$ 4,047.12	100.0%
13B - Visit Project Site & Visually Inspect with Pictures & Drive-Through Video	$ 4,401.82	$ 4,401.82	$ -	$ 4,401.82	100.0%
13C - Develop Preliminary Utility Inventory	$ 3,893.14	$ 3,893.14	$ -	$ 3,893.14	100.0%

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Project Info:
Cameron County Reg. Mobility Authority
WA #3 - FM 1846 (North Williams Rd)
Phase I Project

Billing Period: September 2025

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
13D - Lidar & Contour Development Through GIS	$ 5,555.72	$ 5,555.72	$ -	$ 5,555.72	100.0%
Task 14 - Feasibility Studies/Alternatives					
14A - Develop Matrix Criteria	$ 3,889.84	$ 3,889.84	$ -	$ 3,889.84	100.0%
14B - Review Comment & Approve Purpose & Need for Study	$ 4,557.96	$ 4,557.96	$ -	$ 4,557.96	100.0%
14C - Review, Comment & Approve Feasibility Report	$ 5,629.48	$ 5,629.48	$ -	$ 5,629.48	100.0%
Task 15 - Geometric Schematic Work					
15A - Import Survey Data into Schematic File & Analyze Data	$ 7,190.36	$ 6,471.32	$ -	$ 6,471.32	90.0%
15B - Design Roadway Layout on Plan View Based on Typical Sections	$ 11,592.80	$ 10,433.52	$ -	$ 10,433.52	90.0%
15C - Detail Plan View with All Relevant Project Design Data	$ 12,625.24	$ 11,362.72	$ -	$ 11,362.72	90.0%
15D - Design Vertical Alignments Based on Survey Data & Project Parameters	$ 6,637.74	$ 5,973.97	$ -	$ 5,973.97	90.0%
15E - Detail Profile View with All Relevant Project Design Data	$ 12,867.42	$ 11,580.68	$ -	$ 11,580.68	90.0%
15F - Detail Drainage Components on Schematic Based on H&H Results	$ 11,182.08	$ 10,063.87	$ -	$ 10,063.87	90.0%
15G - Develop Proposed Cross Sections Roll Plot for Schematic Submittal	$ 13,160.82	$ 11,844.74	$ -	$ 11,844.74	90.0%
15H - Detail General Schematic Data	$ 5,607.92	$ 5,607.92	$ -	$ 5,607.92	100.0%
15I - Develop Schematic Support Documents	$ 3,612.00	$ 3,250.80	$ -	$ 3,250.80	90.0%

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Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Task 16 - Corridor & Route Alternatives					
16A - Develop Multiple Alignments in Conjunction with Sub	$ 9,206.40	$ 9,206.40	$ -	$ 9,206.40	100.0%
16B - Review, Comment & Approve Final Route Alternatives Selected	$ 5,830.20	$ 5,830.20	$ -	$ 5,830.20	100.0%
16C - Review, Comment & Approve Final Preferred Route to Submit	$ 4,392.28	$ 4,392.28	$ -	$ 4,392.28	100.0%
Task 17 - Feasibility Studies, Corridor & Route Alternatives (SUB)					
17 - Feasibility Studies, Corridor & Route Alternatives (SUB)	$ 52,449.00	$ 52,449.00	$ -	$ 52,449.00	100.0%
Task 18 - Development of Typical Sections					
18A - Analyze Geotechnical Investigation Results	$ 430.00	$ 430.00	$ -	$ 430.00	100.0%
18B - Compare Geotechnical Recommendations vs. FPS 21 Data	$ 721.04	$ 721.04	$ -	$ 721.04	100.0%
18C - Draw Typical Sections on Schematic Layout & Compare vs. Proposed ROW	$ 916.08	$ 916.08	$ -	$ 916.08	100.0%
Task 19 - Geotechnical Studies (SUB)					
19 - Geotechnical Studies (SUB)	$ 122,693.86	$ 98,155.09	$ -	$ 98,155.09	80.0%
Task 20 - Aerial Mapping/Survey (SUB)					
20 - Aerial Mapping/Survey (SUB)	$ 64,923.57	$ 61,677.39	$ -	$ 61,677.39	95.0%
Task 21 - Hydrologic/Hydraulic Studies (SUB)					
21 - Hydrologic/Hydraulic Studies (SUB)	$ 80,075.07	$ 48,045.04	$ -	$ 48,045.04	60.0%
Task 22 - Traffic Engineering Studies (SUB)					
22 - Traffic Engineering Studies (SUB)	$ 28,156.44	$ 28,156.44	$ -	$ 28,156.44	100.0%

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Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Task 23 - Traffic Projections (SUB)					
23 - Traffic Projections (SUB)	$ 25,299.28	$ 25,299.28	$ -	$ 25,299.28	100.0%
Task 24 - Project Cost Estimates					
24A - Calculate Preliminary Quantities Based on Schematic Level Design	$ 1,376.00	$ 825.60	$ -	$ 825.60	60.0%
24B - Develop Unit Bid Prices Based on TxDOT Average Low Bid	$ 893.08	$ 535.85	$ -	$ 535.85	60.0%
24C - Create Preliminary Project Cost Estimate	$ 1,038.60	$ 623.16	$ -	$ 623.16	60.0%
Task 25 - Quality Assurance/Quality Control					
25A - Review Schematic Layout	$ 1,170.92	$ 1,053.83	$ -	$ 1,053.83	90.0%
25B - Review Schematic Profile Layout	$ 1,018.76	$ 916.88	$ -	$ 916.88	90.0%
25C - Complete Schematic Checklist & Compare vs. Proposed ROW	$ 1,144.40	$ 1,029.96	$ -	$ 1,029.96	90.0%

Total For This Billing Period: $8,018.48 ✓

Contract ~ Summary

Contract No.	Contract Amount	Previously Inv.	Percent Complete	Remaining Balance
WA#3	$730,399.69 ✓	$471,111.50 ✓	65.6% ✓	$251,269.71 ✓

Mark Iglesias
10/07/25

10/07/25

Robert Macheska - Exec. Vice-President/COO

REVIEWED
By Victor J Barron at 4:59 pm, Oct 13, 2025

Reviewed for Accuracy
By: MRI

POSTED
ENTERED

RECEIVED
By Monica R. Ibarra at 8:38 am, Oct 01, 2025

REVIEWED
By Lily Garcia-Flores at 10:21 am, Oct 03, 2025

APPROVED
By Pete Sepulveda, Jr. at 2:35 pm, Oct 15, 2025

GDJ Engineering
www.GDJEng.com
2805 Fountain Plaza Blvd.,
Suite B, Edinburg, TX 78539
(956) 603-2025

November 1, 2025

Cameron County Regional Mobility Authority
Attn: Mr. Pete Sepulveda
Executive Director
3461 Carmen Avenue
Rancho Viejo, Texas 78575

Ref: ***Progress Report For WA #3 – FM 1846 (North Williams Road) Phase I Project Invoice #2025-183***

Dear Mr. Sepulveda,

GDJ Engineering is pleased to submit this progress report in support of the corresponding invoice and as a request for payment. The detailed task item updates are described below.

Task #1 –RGVMPO/TxDOT/FHWA Planning & Funding Coordination

GDJ continues to monitor activity at the RGVMPO for any needed changes to facilitate the Planning-Environmental Linkage and any planning document listings that need revisions.

Task #2 – Environmental Scoping Document

GDJ submitted the revised environmental scoping document (WPD I & II) and environmental schedule to the CCRMA based on the typical section decision provided by TxDOT. This task is complete.

Task #3 –Environmental Open Ended (d) CE Clearance Form Packet

GDJ continues to draft the form and necessary attachments.

Task #4 – Technical Report – Water Quality

GJD continues the desktop analysis, gathering of information, and the drafting of the Surface Water Analysis form.

Task #5 – Technical Report – Biological Resources

GDJ continues the desktop analysis, gathering of information, and the drafting of the Species Analysis table and applicable forms.

Task #6 – Technical Report – Cultural Resources (SUB)

This task has not begun.

Task #7 – Technical Report - Hazmat

GDJ submitted the Hazmat Initial Site Analysis (ISA) and addressed one set of comments from the CCRMA.

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WATER & WASTEWATER DESIGN PROJECT MANAGEMENT CONSTRUCT

Task #8 – Technical Report – Env. Justice/Community Impacts

GJD submitted the preliminary CIA report to the CCRMA and no comments were received. The document is under review with TxDOT.

Task #9 – Technical Report – Noise Analysis

GJD continues the desktop analysis and gathering of information for the Noise Analysis Technical Report.

Task #10 – Technical Report – Air Quality

GJD continues the desktop analysis and gathering of information for the Air Quality Technical Report.

Task #11 – Public Involvement (Meeting/Hearing/MAPO)

GDJ submitted the draft notice and opportunity to comment packet to the CCRMA and addressed one set of comments from the CCRMA. GDJ continues to update the address lists (property owner, stakeholder, and elected officials) and draft preliminary public meeting materials.

Task #12 – Agency Coordination (USACE, TPWD, USFWS)

This task has not begun.

Task #13 – Data Collection

All existing/available data has been collected and all utilities are shown on the schematic. This task is complete.

Task #14 – Feasibility Studies/Alternatives

GDJ has reviewed TEDSI's report and provided notes and guidance for the final submittal. This task is complete.

Task #15 – Geometric Schematic Work

GDJ has met with and provided updated schematics to both the Drainage District and Irrigation District and received preliminary comments. We will update the schematic once we get their final comments.

Task #16 – Corridor & Route Alternatives

GDJ has finalized the matrix and selected the preferred alternative. This task is complete.

Task #17 – Feasibility Studies/Alternatives (SUB)

The Traffic Sub has provided a final signed/sealed report. This task is complete.

Task #18 – Development of Typical Sections

GDJ has reviewed the geotechnical report and has developed the typical section in conjunction with TxDOT's overweight corridor directives. This task is complete.

Task #19 – Geotechnical Studies (SUB)

MEG has finalized the draft report and submitted it for review. Now that we have direction from TxDOT, MEG will sign/seal the final geo report.

TRANSPORTATION UTILITIES DRAINAGE ENVIRONMENTAL STRUCTURE
PROJECT MANAGEMENT ENGINEERING DESIGN CIVIL CONSTRUCTION
BRIDGE DESIGN ROADWAY DESIGN TRAFFIC DESIGN MPO COORDINATI
WATER & WASTEWATER DESIGN PROJECT MANAGEMENT CONSTRUCT

Task #20 – Aerial Mapping/Survey (SUB)

The surveyor has completed the topography and existing ROW. Horizontal and vertical sheets are begin developed.

Task #21 – Hydrologic/Hydraulic Studies (SUB)

GDJ has met with and provided updated schematics to both the Drainage District and Irrigation District and received preliminary comments. We continue to update the H&H as comments are received.

Task #22 – Traffic Engineering Studies (SUB)

GS has sent in the final draft report and it has been submitted to TxDOT for final approval. This task is complete.

Task #23 – Traffic Projections (SUB)

GS has sent in the final draft report and it has been submitted to TxDOT for final approval. This task is complete.

Task #24 – Project Cost Estimates

GDJ developed preliminary cost estimates as part of the technical memo in order for TxDOT to make a decision on typical sections.

Task #25 – Quality Assurance/Quality Control

GDJ continues to QA/QC all work as it is developed and has internal review processes set up for reviews of schematic and estimate submittals. This task will continue throughout the duration of this schematic development.

Thank you and should you have any questions or require additional information, please feel free to call me at (956) 603-2025.

Sincerely,



Robert Macheska, P.E., CFM
Executive VP/COO
GDJ Engineering, LLC

TRANSPORTATION UTILITIES DRAINAGE ENVIRONMENTAL STRUCTU
PROJECT MANAGEMENT ENGINEERING DESIGN CIVIL CONSTRUCTION
BRIDGE DESIGN ROADWAY DESIGN TRAFFIC DESIGN MPO COORDINAT
WATER & WASTEWATER DESIGN PROJECT MANAGEMENT CONSTRUCTI
TRANSPORTATION UTILITIES DRAINAGE ENVIRONMENTAL STRUCTU

Invoice

Date	Invoice #
11/1/2025	2025-183

2805 Fountain Plaza Blvd., Suite B
Edinburg, Texas 78539
(956) 603-2025

Funding Source

- 100 Operations
- 100 TRZ
- 100 Bond Proceeds
- ✓ 200-500 ILA
- 200-500 Restricted

215-2280-70350
215-2280-22000

Please send remittance with copy of invoice to:
Attn: Mr. Robert Macheska
2805 Fountain Plaza Blvd.
Suite B
Edinburg, Texas 78539

Bill To:
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, Texas 78575

Project Info:
Cameron County Reg. Mobility Authority
WA #3 - FM 1846 (North Williams Rd)
Phase I Project

Billing Period: October 2025

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Task 1 - RGVMPO/TxDOT/FHWA Planning and Funding Coordination					
1A - Analyze Existing Funding Options	$ 3,717.12	$ 2,676.33	$ -	$ 2,676.33	72.0%
1B - Develop RGVMPO/TxDOT Funding Strategies and Correspondence	$ 3,717.12	$ 2,676.33	$ -	$ 2,676.33	72.0%
1C - Prepare Prelim. Exhibits for Funding Requests	$ 2,393.92	$ 1,723.62	$ -	$ 1,723.62	72.0%
1D - Prepare Requests for RGVMPO Revisions	$ 2,086.74	$ 1,502.45	$ -	$ 1,502.45	72.0%
1E - Prepare Letters & Packet to TxDOT Requesting AFA	$ 2,393.92	$ -	$ -	$ -	0.0%
1F - Monitor Planning Documents & Funding Opportunities	$ 2,414.68	$ -	$ -	$ -	0.0%
Task 2 - Environmental Scoping Document					
2A - Preliminary Desktop Research	$ 1,664.78	$ 1,664.78	$ -	$ 1,664.78	100.0%
2B - Preliminary Site Visit	$ 396.96	$ 396.96	$ -	$ 396.96	100.0%
2C - Preliminary Project Fact Sheet	$ 1,204.08	$ 1,204.08	$ -	$ 1,204.08	100.0%
2D - Scoping Meeting Agenda & Exhibits	$ 1,548.86	$ 1,548.86	$ -	$ 1,548.86	100.0%
2E - WPD Form I	$ 430.04	$ 408.54	$ 21.50	$ 430.04	100.0%
2F - WPD Form II	$ 430.04	$ 408.54	$ 21.50	$ 430.04	100.0%

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WA #3 - FM 1846 (North Williams Rd)
Phase I Project

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Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
2G - WPD Form III (Environmental Schedule)	$ 430.04	$ 408.54	$ 21.50	$ 430.04	100.0%
2H - Attend & Assist in Scoping Mtg w/TxDOT	$ 1,475.32	$ -	$ 1,475.32	$ 1,475.32	100.0%
2I - Address One Set of Comments (CCRMA)	$ 412.84	$ -	$ 412.84	$ 412.84	100.0%
2J - Address One Set of Comments (TxDOT)	$ 412.84	$ -	$ 412.84	$ 412.84	100.0%
Task 3 - Evironmental Open Ended (d) CE Clearance Form Packet					
3A - Prepare Open Ended (d) CE Classification Request Form	$ 6,891.44	$ 1,102.63	$ -	$ 1,102.63	16.0%
3B - Prepare Corresponding Exhibit & Reference Packet	$ 17,738.70	$ 2,838.19	$ -	$ 2,838.19	16.0%
3C - Address One Set of Comments (CCRMA)	$ 2,783.48	$ -	$ -	$ -	0.0%
3D - Address One Set of Comments (TxDOT)	$ 2,783.48	$ -	$ -	$ -	0.0%
Task 4 - Technical Report - Water Quality					
4A - Data Collection & Desktop Review	$ 992.40	$ 198.48	$ -	$ 198.48	20.0%
4B - Prepare Surface Water Analysis Form	$ 1,607.68	$ 321.54	$ -	$ 321.54	20.0%
4C - Prepare Corresponding Exhibit & Reference Packet	$ 1,627.07	$ 162.71	$ -	$ 162.71	10.0%
4D - Address One Set of Comments (CCRMA)	$ 198.48	$ -	$ -	$ -	0.0%
4E - Address One Set of Comments (TxDOT)	$ 330.80	$ -	$ -	$ -	0.0%

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Phase I Project

Billing Period: October 2025

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Task 5 - Technical Report - Biological Resources					
5A - Data Collection & Desktop Review	$ 793.92	$ 158.78	$ -	$ 158.78	20.0%
5B - Prepare Species Analysis Form	$ 330.80	$ 66.16	$ -	$ 66.16	20.0%
5C - Prepare Species Analysis Worksheet	$ 1,521.68	$ 152.17	$ -	$ 152.17	10.0%
5D - Prepare Documentation of TPWD BMP's Form	$ 330.80	$ 33.08	$ -	$ 33.08	10.0%
5E - Prepare Corresponding Exhibit & Reference Packet	$ 1,249.95	$ 125.00	$ -	$ 125.00	10.0%
5F - Address One Set of Comments (CCRMA)	$ 198.48	$ -	$ -	$ -	0.0%
5G - Address One Set of Comments (TxDOT)	$ 330.80	$ -	$ -	$ -	0.0%
Task 6 - Technical Report - Cultural Resources (SUB)					
6 - Technical Report - Cultural Resources (SUB)	$ 36,159.01	$ -	$ -	$ -	0.0%
Task 7 - Technical Report - Hazmat					
7A - Data Collection & Desktop Review	$ 1,791.71	$ 358.34	$ 1,433.37	$ 1,791.71	100.0%
7B - Field Verify & Obtain Site Pictures	$ 1,720.16	$ 860.08	$ 860.08	$ 1,720.16	100.0%
7C - Conduct Interviews as Needed	$ 661.60	$ -	$ 661.60	$ 661.60	100.0%
7D - Prepare Hazmat ISA Form	$ 1,852.48	$ 185.25	$ 1,296.74	$ 1,481.98	80.0%
7E - Prepare Corresponding Exhibit & Reference Packet	$ 1,998.35	$ 199.84	$ 1,398.85	$ 1,598.68	80.0%

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Project Info:
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WA #3 - FM 1846 (North Williams Rd)
Phase I Project

Billing Period: October 2025

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
7F - Address One Set of Comments (CCRMA)	$ 412.84	$ -	$ 412.84	$ 412.84	100.0%
7G - Address One Set of Comments (TxDOT)	$ 842.84	$ -	$ -	$ -	0.0%
Task 8 - Technical Report - Environmental Justice/Community Impacts					
8A - Data Collection & Desktop Review	$ 2,844.88	$ 568.98	$ 1,706.93	$ 2,275.90	80.0%
8B - Prepare Community Impacts Assessment Technical Report Form	$ 2,447.92	$ 244.79	$ 1,713.54	$ 1,958.34	80.0%
8C - Prepare Corresponding Exhibit & Reference Packet	$ 2,327.94	$ 232.79	$ 1,629.56	$ 1,862.35	80.0%
8D - Address One Set of Comments (CCRMA)	$ 743.64	$ -	$ 743.64	$ 743.64	100.0%
8E - Address One Set of Comments (TxDOT)	$ 1,034.72	$ -	$ -	$ -	0.0%
Task 9 - Technical Report - Noise Analysis					
9A - Data Collection & Desktop Review	$ 2,087.72	$ 417.54	$ -	$ 417.54	20.0%
9B - Noise Model Validation Field Work	$ 1,918.64	$ -	$ -	$ -	0.0%
9C - Prepare Traffic Noise Model using FHWA's TNM Software	$ 3,043.36	$ -	$ -	$ -	0.0%
9D - Prepare Traffic Noise Analysis Tech Report	$ 3,043.36	$ -	$ -	$ -	0.0%
9E - Prepare Corresponding Exhibit & Reference Packet	$ 3,995.90	$ -	$ -	$ -	0.0%
9F - Address One Set of Comments (CCRMA)	$ 821.79	$ -	$ -	$ -	0.0%
9G - Address One Set of Comments (TxDOT)	$ 1,143.03	$ -	$ -	$ -	0.0%

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Cameron County Reg. Mobility Authority
WA #3 - FM 1846 (North Williams Rd)
Phase I Project

Billing Period: October 2025

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Task 10 - Technical Report - Air Quality					
10A - Data Collection & Desktop Review	$ 2,331.48	$ 373.04	$ -	$ 373.04	16.0%
10B - Prepare Air Quality Technical Report	$ 2,646.40	$ -	$ -	$ -	0.0%
10C - Prepare Corresponding Exhibit & Reference Packet	$ 2,407.23	$ -	$ -	$ -	0.0%
10D - Address One Set of Comments (CCRMA)	$ 661.60	$ -	$ -	$ -	0.0%
10E - Address One Set of Comments (TxDOT)	$ 1,024.23	$ -	$ -	$ -	0.0%
Task 11 - Public Involvement (Meeting/Hearing/MAPO)					
11A - Prepare Public Meeting Assignments Checklist	$ 602.04	$ 120.41	$ 60.20	$ 180.61	30.0%
11B - Prepare Public Meeting Address List	$ 3,275.60	$ 655.12	$ 327.56	$ 982.68	30.0%
11C - Prepare Newspaper Notices	$ 1,878.92	$ 939.46	$ 187.89	$ 1,127.35	60.0%
11D - Prepare Powerpoint Presentations	$ 5,771.68	$ 1,154.34	$ 577.17	$ 1,731.50	30.0%
11E - Prepare Speech Transcript	$ 5,757.12	$ 1,151.42	$ 575.71	$ 1,727.14	30.0%
11F - Prepare Meeting Sign In Sheets	$ 683.28	$ 136.66	$ 68.33	$ 204.98	30.0%
11G - Prepare Meeting Handout Materials	$ 6,586.72	$ 1,317.34	$ 658.67	$ 1,976.02	30.0%
11H - Prepare Meeting Exhibits	$ 8,043.48	$ 1,608.70	$ 804.35	$ 2,413.04	30.0%
11I - Attend & Provide Support at Mock Meeting With TxDOT	$ 1,058.52	$ -	$ -	$ -	0.0%
11J - Address One Set of Comments (CCRMA) - Meeting Materials	$ 1,512.23	$ -	$ 756.12	$ 756.12	50.0%

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WA #3 - FM 1846 (North Williams Rd)
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Billing Period: October 2025

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
11K - Address One Set of Comments (TxDOT) - Meeting Materials	$ 1,651.15	$ -	$ -	$ -	0.0%
11L - Attend & Provide Support at Public Meeting With TxDOT	$ 1,314.12	$ -	$ -	$ -	0.0%
11M - Prepare Public Meeting Response to Comments Matrix	$ 3,771.04	$ -	$ -	$ -	0.0%
11N - Prepare Public Meeting Documentation Packet	$ 3,510.68	$ -	$ -	$ -	0.0%
11O - Address One Set of Comments (CCRMA) - Pubic Meeting Documentation Packet	$ 615.28	$ -	$ -	$ -	0.0%
11P - Address One Set of Comments (TxDOT) - Public Meeting Documentation Packet	$ 754.20	$ -	$ -	$ -	0.0%
Task 12 - Agency Coordination (USACE/TPWD/USFWS Coordination & Permitting)					
12A - Prepare Agency Coordination Letters/Emails (to be signed by CCRMA)	$ 3,157.92	$ -	$ -	$ -	0.0%
12B - Prepare Agency Permit Forms	$ 4,816.44	$ -	$ -	$ -	0.0%
12C - Prepare Corresponding Exhibit & Reference Packet	$ 8,860.52	$ -	$ -	$ -	0.0%
12D - Address One Set of Comments (CCRMA)	$ 2,411.98	$ -	$ -	$ -	0.0%
12E - Conduct Follow-Ups with Agencies	$ 1,378.24	$ -	$ -	$ -	0.0%
Task 13 - Data Collection					
13A - Review Appraisal District Data for Project Limits	$ 4,047.12	$ 4,047.12	$ -	$ 4,047.12	100.0%
13B - Visit Project Site & Visually Inspect with Pictures & Drive-Through Video	$ 4,401.82	$ 4,401.82	$ -	$ 4,401.82	100.0%
13C - Develop Preliminary Utility Inventory	$ 3,893.14	$ 3,893.14	$ -	$ 3,893.14	100.0%
13D - Lidar & Contour Development Through GIS	$ 5,555.72	$ 5,555.72	$ -	$ 5,555.72	100.0%

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Billing Period: October 2025

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Task 14 - Feasibility Studies/Alternatives					
14A - Develop Matrix Criteria	$ 3,889.84	$ 3,889.84	$ -	$ 3,889.84	100.0%
14B - Review Comment & Approve Purpose & Need for Study	$ 4,557.96	$ 4,557.96	$ -	$ 4,557.96	100.0%
14C - Review, Comment & Approve Feasibility Report	$ 5,629.48	$ 5,629.48	$ -	$ 5,629.48	100.0%
Task 15 - Geometric Schematic Work					
15A - Import Survey Data into Schematic File & Analyze Data	$ 7,190.36	$ 6,471.32	$ -	$ 6,471.32	90.0%
15B - Design Roadway Layout on Plan View Based on Typical Sections	$ 11,592.80	$ 10,433.52	$ -	$ 10,433.52	90.0%
15C - Detail Plan View with All Relevant Project Design Data	$ 12,625.24	$ 11,362.72	$ -	$ 11,362.72	90.0%
15D - Design Vertical Alignments Based on Survey Data & Project Parameters	$ 6,637.74	$ 5,973.97	$ -	$ 5,973.97	90.0%
15E - Detail Profile View with All Relevant Project Design Data	$ 12,867.42	$ 11,580.68	$ -	$ 11,580.68	90.0%
15F - Detail Drainage Components on Schematic Based on H&H Results	$ 11,182.08	$ 10,063.87	$ -	$ 10,063.87	90.0%
15G - Develop Proposed Cross Sections Roll Plot for Schematic Submittal	$ 13,160.82	$ 11,844.74	$ -	$ 11,844.74	90.0%
15H - Detail General Schematic Data	$ 5,607.92	$ 5,607.92	$ -	$ 5,607.92	100.0%
15I - Develop Schematic Support Documents	$ 3,612.00	$ 3,250.80	$ -	$ 3,250.80	90.0%

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Billing Period: October 2025

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Task 16 - Corridor & Route Alternatives					
16A - Develop Multiple Alignments in Conjunction with Sub	$ 9,206.40	$ 9,206.40	$ -	$ 9,206.40	100.0%
16B - Review, Comment & Approve Final Route Alternatives Selected	$ 5,830.20	$ 5,830.20	$ -	$ 5,830.20	100.0%
16C - Review, Comment & Approve Final Preferred Route to Submit	$ 4,392.28	$ 4,392.28	$ -	$ 4,392.28	100.0%
Task 17 - Feasibility Studies, Corridor & Route Alternatives (SUB)					
17 - Feasibility Studies, Corridor & Route Alternatives (SUB)	$ 52,449.00	$ 52,449.00	$ -	$ 52,449.00	100.0%
Task 18 - Development of Typical Sections					
18A - Analyze Geotechnical Investigation Results	$ 430.00	$ 430.00	$ -	$ 430.00	100.0%
18B - Compare Geotechnical Recommendations vs. FPS 21 Data	$ 721.04	$ 721.04	$ -	$ 721.04	100.0%
18C - Draw Typical Sections on Schematic Layout & Compare vs. Proposed ROW	$ 916.08	$ 916.08	$ -	$ 916.08	100.0%
Task 19 - Geotechnical Studies (SUB)					
19 - Geotechnical Studies (SUB)	$ 122,693.86	$ 98,155.09	$ -	$ 98,155.09	80.0%
Task 20 - Aerial Mapping/Survey (SUB)					
20 - Aerial Mapping/Survey (SUB)	$ 64,923.57	$ 61,677.39	$ -	$ 61,677.39	95.0%
Task 21 - Hydrologic/Hydraulic Studies (SUB)					
21 - Hydrologic/Hydraulic Studies (SUB)	$ 80,075.07	$ 48,045.04	$ -	$ 48,045.04	60.0%
Task 22 - Traffic Engineering Studies (SUB)					
22 - Traffic Engineering Studies (SUB)	$ 28,156.44	$ 28,156.44	$ -	$ 28,156.44	100.0%

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Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Task 23 - Traffic Projections (SUB)					
23 - Traffic Projections (SUB)	$ 25,299.28	$ 25,299.28	$ -	$ 25,299.28	100.0%
Task 24 - Project Cost Estimates					
24A - Calculate Preliminary Quantities Based on Schematic Level Design	$ 1,376.00	$ 825.60	$ -	$ 825.60	60.0%
24B - Develop Unit Bid Prices Based on TxDOT Average Low Bid	$ 893.08	$ 535.85	$ -	$ 535.85	60.0%
24C - Create Preliminary Project Cost Estimate	$ 1,038.60	$ 623.16	$ -	$ 623.16	60.0%
Task 25 - Quality Assurance/Quality Control					
25A - Review Schematic Layout	$ 1,170.92	$ 1,053.83	$ -	$ 1,053.83	90.0%
25B - Review Schematic Profile Layout	$ 1,018.76	$ 916.88	$ -	$ 916.88	90.0%
25C - Complete Schematic Checklist & Compare vs. Proposed ROW	$ 1,144.40	$ 1,029.96	$ -	$ 1,029.96	90.0%

Total For This Billing Period: $18,238.64✓

Contract ~ Summary

Contract No.	Contract Amount	Previously Inv.	Percent Complete	Remaining Balance
WA#3	$730,399.69 ✓	$479,129.98 ✓	68.1%	$233,031.06 ✓

REVIEWED
By Monica R. Ibarra at 12:09 pm, Nov 05, 2025

Mark Iglesias
11/04/25

APPROVED
By Pete Sepulveda, Jr. at 1:37 pm, Nov 05, 2025
11/05/25

Robert Macheska - Exec. Vice-President/COO

ENTERED
POSTED

RECEIVED
By Lily Garcia-Flores at 10:26 am, Nov 04, 2025

REVIEWED
By Victor J Barron at 1:15 pm, Nov 05, 2025

Oct 25 CCRMA N Williams Prog RepInv Submittal

Final Audit Report 2025-11-05

Created:	2025-11-04
By:	Monica Ibarra (mibarra@ccrma.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGDc77cPasmhFrUJaS3IqsrJeiwOwGSJv

"Oct 25 CCRMA N Williams Prog RepInv Submittal" History

Document created by Monica Ibarra (mibarra@ccrma.org)
2025-11-04 - 9:34:03 PM GMT

Document emailed to Mark Iglesias (miglesias@ccrma.org) for signature
2025-11-04 - 9:34:09 PM GMT

Email viewed by Mark Iglesias (miglesias@ccrma.org)
2025-11-04 - 9:39:45 PM GMT

Document e-signed by Mark Iglesias (miglesias@ccrma.org)
Signature Date: 2025-11-04 - 9:41:23 PM GMT - Time Source: server

Document emailed to Eric Davila (edavila@ccrma.org) for signature
2025-11-04 - 9:41:24 PM GMT

Email viewed by Eric Davila (edavila@ccrma.org)
2025-11-05 - 2:48:13 AM GMT

Document e-signed by Eric Davila (edavila@ccrma.org)
Signature Date: 2025-11-05 - 5:49:49 PM GMT - Time Source: server

Agreement completed.
2025-11-05 - 5:49:49 PM GMT

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

INVOICE

Invoice Number		COSB N. Williams Rd-15
Invoice Date:		January 22, 2026
Terms:		Net 30
Invoiced to Date:	$	267,589.04
Paid to Date:	$	235,555.76
Amount Due this Invoice:	$	18,904.72
Contract Amount	$	400,000.00
	$	132,410.96

3461 Carmen Ave.
Rancho Viejo, TX 78575
(956) 621-5573

Bill To:
City of San Benito
401 N Sam Houston Blvd
San Benito, TX 78566

CCRMA INVOICE PER INTERLOCAL AGREEMENT
CCRMA TO ADVANCE THE WILLIAMS ROAD PROJECT

ILA TO DEVELOP PRELIMINARY ENGINEERING AND ENVIRONMENTAL
APPROVED CITY COMMISSION MEETING May 10, 2022, ITEM 4

Reference	Item & Description	Invoice Amount	AMOUNT
2025-225	City of San Benito Commitment for N. Williams Rd (Phase I) Project December 2025	$ 37,809.44	$ 37,809.44
	Cameron County Interlocal Contribution (December 2025)	$ (18,904.72)	$ (18,904.72)
		Balance Due	$ 18,904.72

DIRECT ALL INQUIRIES TO:
Victor J. Baron
956-621-5573
vbarron@ccrma.org

MAKE ALL CHECKS PAYABLE TO:
Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, TX 78575

Verified by CCRMA Finance Department

REVIEWED
By Victor J. Baron at 10:27 am, Jan 26, 2026

GDJ Engineering
www.GDJEng.com
2805 Fountain Plaza Blvd.,
Suite B, Edinburg, TX 78539
(956) 603-2025

January 2, 2026

Cameron County Regional Mobility Authority
Attn: Mr. Pete Sepulveda
Executive Director
3461 Carmen Avenue
Rancho Viejo, Texas 78575

Ref: Progress Report For WA #3 – FM 1846 (North Williams Road) Phase I Project Invoice #2025-225

Dear Mr. Sepulveda,

GDJ Engineering is pleased to submit this progress report in support of the corresponding invoice and as a request for payment. The detailed task item updates are described below.

Task #1 –RGVMPO/TxDOT/FHWA Planning & Funding Coordination

GDJ continues to monitor activity at the RGVMPO for any needed changes to facilitate the Planning-Environmental Linkage and any planning document listings that need revisions.

Task #2 – Environmental Scoping Document

This task is complete.

Task #3 –Environmental Open Ended (d) CE Clearance Form Packet

GDJ continues to draft the form and necessary attachments.

Task #4 – Technical Report – Water Quality

GDJ has submitted the draft Surface Water Analysis form and corresponding attachment packet to the CCRMA for review.

Task #5 – Technical Report – Biological Resources

GDJ continues the desktop analysis, gathering of information, and the drafting of the Species Analysis table and applicable forms.

Task #6 – Technical Report – Cultural Resources (SUB)

GDJ submitted the Historic Resources Project Coordination Request (PCR) to the CCRMA.

Task #7 – Technical Report - Hazmat

GDJ provided a revised report based on comments received from TxDOT. This task is complete.

TRANSPORTATION UTILITIES DRAINAGE ENVIRONMENTAL STRUCTURE
PROJECT MANAGEMENT ENGINEERING DESIGN CIVIL CONSTRUCTION
BRIDGE DESIGN ROADWAY DESIGN TRAFFIC DESIGN MPO COORDINATI
WATER & WASTEWATER DESIGN PROJECT MANAGEMENT CONSTRUCT

Task #8 – Technical Report – Env. Justice/Community Impacts

The report was approved by TxDOT; this task is complete.

Task #9 – Technical Report – Noise Analysis

GDJ continues the desktop analysis and gathering of information for the Noise Analysis Technical Report.

Task #10 – Technical Report – Air Quality

This report is not required by TxDOT; therefore, no further

Task #11 – Public Involvement (Meeting/Hearing/MAPO)

GDJ submitted the draft notice and opportunity to comment packet to the CCRMA and addressed three sets of comments from the CCRMA. GDJ continues to update the address lists (property owner, stakeholder, and elected officials) and draft preliminary public meeting materials.

Task #12 – Agency Coordination (USACE, TPWD, USFWS)

This task has not begun.

Task #13 – Data Collection

All existing/available data has been collected and all utilities are shown on the schematic. This task is complete.

Task #14 – Feasibility Studies/Alternatives

GDJ has reviewed TEDSI's report and provided notes and guidance for the final submittal. This task is complete.

Task #15 – Geometric Schematic Work

GDJ has submitted the schematics to TxDOT and we are approved to present them to the public at the upcoming Public Meeting.

Task #16 – Corridor & Route Alternatives

GDJ has finalized the matrix and selected the preferred alternative. This task is complete.

Task #17 – Feasibility Studies/Alternatives (SUB)

The Traffic Sub has provided a final signed/sealed report. This task is complete.

Task #18 – Development of Typical Sections

GDJ has reviewed the geotechnical report and has developed the typical section in conjunction with TxDOT's overweight corridor directives. This task is complete.

Task #19 – Geotechnical Studies (SUB)

MEG has finalized the draft report and submitted it for review. Now that we have direction from TxDOT, MEG will sign/seal the final geo report.

Task #20 – Aerial Mapping/Survey (SUB)

The surveyor has completed the topography and existing ROW. Horizontal and vertical sheets are begin developed.

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Task #21 – Hydrologic/Hydraulic Studies (SUB)

The preliminary H&H has been submitted and this task will be finalize once the upcoming Public Meeting is held and the schematic is completed based on any public comment.

Task #22 – Traffic Engineering Studies (SUB)

GS has sent in the final draft report and it has been submitted to TxDOT for final approval. This task is complete.

Task #23 – Traffic Projections (SUB)

GS has sent in the final draft report and it has been submitted to TxDOT for final approval. This task is complete.

Task #24 – Project Cost Estimates

GDJ developed preliminary cost estimates as part of the technical memo in order for TxDOT to make a decision on typical sections.

Task #25 – Quality Assurance/Quality Control

GDJ continues to QA/QC all work as it is developed and has internal review processes set up for reviews of schematic and estimate submittals. This task will continue throughout the duration of this schematic development.

Thank you and should you have any questions or require additional information, please feel free to call me at (956) 603-2025.

Sincerely,



Robert Macheska, P.E., CFM
Executive VP/COO
GDJ Engineering, LLC

TRANSPORTATION UTILITIES DRAINAGE ENVIRONMENTAL STRUCTU
PROJECT MANAGEMENT ENGINEERING DESIGN CIVIL CONSTRUCTION
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Invoice

Date	Invoice #
1/2/2026	2025-225

GDJ Engineering
2805 Fountain Plaza Blvd., Suite B
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(956) 603-2025

Funding Source

- ___ 100 Operations
- ___ 100 TRZ
- ___ 100 Bond Proceeds
- ✓ 200-500 Receivable
- ___ 200-500 Restricted

215 2280 70350 $18,904.72
200 2280 70350 $18,904.72

Please send remittance with copy of invoice to:
Attn: Mr. Robert Macheska
2805 Fountain Plaza Blvd.
Suite B
Edinburg, Texas 78539

Bill To:
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, Texas 78575

Project Info:
Cameron County Reg. Mobility Authority
WA #3 - FM 1846 (North Williams Rd)
Phase I Project

Billing Period: December 2025

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Task 1 - RGVMPO/TxDOT/FHWA Planning and Funding Coordination					
1A - Analyze Existing Funding Options	$ 3,717.12	$ 2,676.33	$ -	$ 2,676.33	72.0%
1B - Develop RGVMPO/TxDOT Funding Strategies and Correspondence	$ 3,717.12	$ 2,676.33	$ -	$ 2,676.33	72.0%
1C - Prepare Prelim. Exhibits for Funding Requests	$ 2,393.92	$ 1,723.62	$ -	$ 1,723.62	72.0%
1D - Prepare Requests for RGVMPO Revisions	$ 2,086.74	$ 1,502.45	$ -	$ 1,502.45	72.0%
1E - Prepare Letters & Packet to TxDOT Requesting AFA	$ 2,393.92	$ -	$ -	$ -	0.0%
1F - Monitor Planning Documents & Funding Opportunities	$ 2,414.68	$ -	$ -	$ -	0.0%
Task 2 - Environmental Scoping Document					
2A - Preliminary Desktop Research	$ 1,664.78	$ 1,664.78	$ -	$ 1,664.78	100.0%
2B - Preliminary Site Visit	$ 396.96	$ 396.96	$ -	$ 396.96	100.0%
2C - Preliminary Project Fact Sheet	$ 1,204.08	$ 1,204.08	$ -	$ 1,204.08	100.0%
2D - Scoping Meeting Agenda & Exhibits	$ 1,548.86	$ 1,548.86	$ -	$ 1,548.86	100.0%
2E - WPD Form I	$ 430.04	$ 430.04	$ -	$ 430.04	100.0%
2F - WPD Form II	$ 430.04	$ 430.04	$ -	$ 430.04	100.0%

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2G - WPD Form III (Environmental Schedule)	$ 430.04	$ 430.04	$ -	$ 430.04	100.0%
2H - Attend & Assist in Scoping Mtg w/TxDOT	$ 1,475.32	$ 1,475.32	$ -	$ 1,475.32	100.0%
2I - Address One Set of Comments (CCRMA)	$ 412.84	$ 412.84	$ -	$ 412.84	100.0%
2J - Address One Set of Comments (TxDOT)	$ 412.84	$ 412.84	$ -	$ 412.84	100.0%
Task 3 - Evironmental Open Ended (d) CE Clearance Form Packet					
3A - Prepare Open Ended (d) CE Classification Request Form	$ 6,891.44	$ 1,102.63	$ -	$ 1,102.63	16.0%
3B - Prepare Corresponding Exhibit & Reference Packet	$ 17,738.70	$ 2,838.19	$ -	$ 2,838.19	16.0%
3C - Address One Set of Comments (CCRMA)	$ 2,783.48	$ -	$ -	$ -	0.0%
3D - Address One Set of Comments (TxDOT)	$ 2,783.48	$ -	$ -	$ -	0.0%
Task 4 - Technical Report - Water Quality					
4A - Data Collection & Desktop Review	$ 992.40	$ 198.48	$ 793.92	$ 992.40	100.0%
4B - Prepare Surface Water Analysis Form	$ 1,607.68	$ 321.54	$ 884.22	$ 1,205.76	75.0%
4C - Prepare Corresponding Exhibit & Reference Packet	$ 1,627.07	$ 162.71	$ 1,057.60	$ 1,220.30	75.0%
4D - Address One Set of Comments (CCRMA)	$ 198.48	$ -	$ 198.48	$ 198.48	100.0%
4E - Address One Set of Comments (TxDOT)	$ 330.80	$ -	$ -	$ -	0.0%

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Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Task 5 - Technical Report - Biological Resources					
5A - Data Collection & Desktop Review	$ 793.92	$ 158.78	$ 79.39	$ 238.18	30.0%
5B - Prepare Species Analysis Form	$ 330.80	$ 66.16	$ -	$ 66.16	20.0%
5C - Prepare Species Analysis Worksheet	$ 1,521.68	$ 152.17	$ 152.17	$ 304.34	20.0%
5D - Prepare Documentation of TPWD BMP's Form	$ 330.80	$ 33.08	$ 33.08	$ 66.16	20.0%
5E - Prepare Corresponding Exhibit & Reference Packet	$ 1,249.95	$ 125.00	$ 125.00	$ 249.99	20.0%
5F - Address One Set of Comments (CCRMA)	$ 198.48	$ -	$ -	$ -	0.0%
5G - Address One Set of Comments (TxDOT)	$ 330.80	$ -	$ -	$ -	0.0%
Task 6 - Technical Report - Cultural Resources (SUB)					
6 - Technical Report - Cultural Resources (SUB)	$ 36,159.01	$ -	$ 3,615.90	$ 3,615.90	10.0%
Task 7 - Technical Report - Hazmat					
7A - Data Collection & Desktop Review	$ 1,791.71	$ 1,791.71	$ -	$ 1,791.71	100.0%
7B - Field Verify & Obtain Site Pictures	$ 1,720.16	$ 1,720.16	$ -	$ 1,720.16	100.0%
7C - Conduct Interviews as Needed	$ 661.60	$ 661.60	$ -	$ 661.60	100.0%
7D - Prepare Hazmat ISA Form	$ 1,852.48	$ 1,481.98	$ 370.50	$ 1,852.48	100.0%
7E - Prepare Corresponding Exhibit & Reference Packet	$ 1,998.35	$ 1,598.68	$ 399.67	$ 1,998.35	100.0%

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7F - Address One Set of Comments (CCRMA)	$ 412.84	$ 412.84	$ -	$ 412.84	100.0%
7G - Address One Set of Comments (TxDOT)	$ 842.84	$ -	$ 842.84	$ 842.84	100.0%
Task 8 - Technical Report - Environmental Justice/Community Impacts					
8A - Data Collection & Desktop Review	$ 2,844.88	$ 2,275.90	$ 568.98	$ 2,844.88	100.0%
8B - Prepare Community Impacts Assessment Technical Report Form	$ 2,447.92	$ 1,958.34	$ 489.58	$ 2,447.92	100.0%
8C - Prepare Corresponding Exhibit & Reference Packet	$ 2,327.94	$ 1,862.35	$ 465.59	$ 2,327.94	100.0%
8D - Address One Set of Comments (CCRMA)	$ 743.64	$ 743.64	$ -	$ 743.64	100.0%
8E - Address One Set of Comments (TxDOT)	$ 1,034.72	$ -	$ 1,034.72	$ 1,034.72	100.0%
Task 9 - Technical Report - Noise Analysis					
9A - Data Collection & Desktop Review	$ 2,087.72	$ 417.54	$ 313.16	$ 730.70	35.0%
9B - Noise Model Validation Field Work	$ 1,918.64	$ -	$ 191.86	$ 191.86	10.0%
9C - Prepare Traffic Noise Model using FHWA's TNM Software	$ 3,043.36	$ -	$ 304.34	$ 304.34	10.0%
9D - Prepare Traffic Noise Analysis Tech Report	$ 3,043.36	$ -	$ 304.34	$ 304.34	10.0%
9E - Prepare Corresponding Exhibit & Reference Packet	$ 3,995.90	$ -	$ 399.59	$ 399.59	10.0%
9F - Address One Set of Comments (CCRMA)	$ 821.79	$ -	$ -	$ -	0.0%
9G - Address One Set of Comments (TxDOT)	$ 1,143.03	$ -	$ -	$ -	0.0%

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Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Task 10 - Technical Report - Air Quality					
10A - Data Collection & Desktop Review	$ 2,331.48	$ 373.04	$ -	$ 373.04	16.0%
10B - Prepare Air Quality Technical Report	$ 2,646.40	$ -	$ -	$ -	0.0%
10C - Prepare Corresponding Exhibit & Reference Packet	$ 2,407.23	$ -	$ -	$ -	0.0%
10D - Address One Set of Comments (CCRMA)	$ 661.60	$ -	$ -	$ -	0.0%
10E - Address One Set of Comments (TxDOT)	$ 1,024.23	$ -	$ -	$ -	0.0%
Task 11 - Public Involvement (Meeting/Hearing/MAPO)					
11A - Prepare Public Meeting Assignments Checklist	$ 602.04	$ 180.61	$ 90.31	$ 270.92	45.0%
11B - Prepare Public Meeting Address List	$ 3,275.60	$ 982.68	$ 491.34	$ 1,474.02	45.0%
11C - Prepare Newspaper Notices	$ 1,878.92	$ 1,127.35	$ 375.78	$ 1,503.14	80.0%
11D - Prepare Powerpoint Presentations	$ 5,771.68	$ 1,731.50	$ 865.75	$ 2,597.26	45.0%
11E - Prepare Speech Transcript	$ 5,757.12	$ 1,727.14	$ 863.57	$ 2,590.70	45.0%
11F - Prepare Meeting Sign In Sheets	$ 683.28	$ 204.98	$ 102.49	$ 307.48	45.0%
11G - Prepare Meeting Handout Materials	$ 6,586.72	$ 1,976.02	$ 988.01	$ 2,964.02	45.0%
11H - Prepare Meeting Exhibits	$ 8,043.48	$ 2,413.04	$ 1,206.52	$ 3,619.57	45.0%
11I - Attend & Provide Support at Mock Meeting With TxDOT	$ 1,058.52	$ -	$ -	$ -	0.0%
11J - Address One Set of Comments (CCRMA) - Meeting Materials	$ 1,512.23	$ 756.12	$ 75.61	$ 831.73	55.0%

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11K - Address One Set of Comments (TxDOT) - Meeting Materials	$ 1,651.15	$ -	$ -	$ -	0.0%
11L - Attend & Provide Support at Public Meeting With TxDOT	$ 1,314.12	$ -	$ -	$ -	0.0%
11M - Prepare Public Meeting Response to Comments Matrix	$ 3,771.04	$ -	$ -	$ -	0.0%
11N - Prepare Public Meeting Documentation Packet	$ 3,510.68	$ -	$ -	$ -	0.0%
11O - Address One Set of Comments (CCRMA) - Pubic Meeting Documentation Packet	$ 615.28	$ -	$ -	$ -	0.0%
11P - Address One Set of Comments (TxDOT) - Public Meeting Documentation Packet	$ 754.20	$ -	$ -	$ -	0.0%
Task 12 - Agency Coordination (USACE/TPWD/USFWS Coordination & Permitting)					
12A - Prepare Agency Coordination Letters/Emails (to be signed by CCRMA)	$ 3,157.92	$ -	$ -	$ -	0.0%
12B - Prepare Agency Permit Forms	$ 4,816.44	$ -	$ -	$ -	0.0%
12C - Prepare Corresponding Exhibit & Reference Packet	$ 8,860.52	$ -	$ -	$ -	0.0%
12D - Address One Set of Comments (CCRMA)	$ 2,411.98	$ -	$ -	$ -	0.0%
12E - Conduct Follow-Ups with Agencies	$ 1,378.24	$ -	$ -	$ -	0.0%
Task 13 - Data Collection					
13A - Review Appraisal District Data for Project Limits	$ 4,047.12	$ 4,047.12	$ -	$ 4,047.12	100.0%
13B - Visit Project Site & Visually Inspect with Pictures & Drive-Through Video	$ 4,401.82	$ 4,401.82	$ -	$ 4,401.82	100.0%
13C - Develop Preliminary Utility Inventory	$ 3,893.14	$ 3,893.14	$ -	$ 3,893.14	100.0%

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13D - Lidar & Contour Development Through GIS	$ 5,555.72	$ 5,555.72	$ -	$ 5,555.72	100.0%
Task 14 - Feasibility Studies/Alternatives					
14A - Develop Matrix Criteria	$ 3,889.84	$ 3,889.84	$ -	$ 3,889.84	100.0%
14B - Review Comment & Approve Purpose & Need for Study	$ 4,557.96	$ 4,557.96	$ -	$ 4,557.96	100.0%
14C - Review, Comment & Approve Feasibility Report	$ 5,629.48	$ 5,629.48	$ -	$ 5,629.48	100.0%
Task 15 - Geometric Schematic Work					
15A - Import Survey Data into Schematic File & Analyze Data	$ 7,190.36	$ 6,471.32	$ 359.52	$ 6,830.84	95.0%
15B - Design Roadway Layout on Plan View Based on Typical Sections	$ 11,592.80	$ 10,433.52	$ 579.64	$ 11,013.16	95.0%
15C - Detail Plan View with All Relevant Project Design Data	$ 12,625.24	$ 11,362.72	$ 631.26	$ 11,993.98	95.0%
15D - Design Vertical Alignments Based on Survey Data & Project Parameters	$ 6,637.74	$ 5,973.97	$ 331.89	$ 6,305.85	95.0%
15E - Detail Profile View with All Relevant Project Design Data	$ 12,867.42	$ 11,580.68	$ 643.37	$ 12,224.05	95.0%
15F - Detail Drainage Components on Schematic Based on H&H Results	$ 11,182.08	$ 10,063.87	$ 559.10	$ 10,622.98	95.0%
15G - Develop Proposed Cross Sections Roll Plot for Schematic Submittal	$ 13,160.82	$ 11,844.74	$ 658.04	$ 12,502.78	95.0%
15H - Detail General Schematic Data	$ 5,607.92	$ 5,607.92	$ -	$ 5,607.92	100.0%
15I - Develop Schematic Support Documents	$ 3,612.00	$ 3,250.80	$ 180.60	$ 3,431.40	95.0%

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Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Task 16 - Corridor & Route Alternatives					
16A - Develop Multiple Alignments in Conjunction with Sub	$ 9,206.40	$ 9,206.40	$ -	$ 9,206.40	100.0%
16B - Review, Comment & Approve Final Route Alternatives Selected	$ 5,830.20	$ 5,830.20	$ -	$ 5,830.20	100.0%
16C - Review, Comment & Approve Final Preferred Route to Submit	$ 4,392.28	$ 4,392.28	$ -	$ 4,392.28	100.0%
Task 17 - Feasibility Studies, Corridor & Route Alternatives (SUB)					
17 - Feasibility Studies, Corridor & Route Alternatives (SUB)	$ 52,449.00	$ 52,449.00	$ -	$ 52,449.00	100.0%
Task 18 - Development of Typical Sections					
18A - Analyze Geotechnical Investigation Results	$ 430.00	$ 430.00	$ -	$ 430.00	100.0%
18B - Compare Geotechnical Recommendations vs. FPS 21 Data	$ 721.04	$ 721.04	$ -	$ 721.04	100.0%
18C - Draw Typical Sections on Schematic Layout & Compare vs. Proposed ROW	$ 916.08	$ 916.08	$ -	$ 916.08	100.0%
Task 19 - Geotechnical Studies (SUB)					
19 - Geotechnical Studies (SUB)	$ 122,693.86	$ 98,155.09	$ -	$ 98,155.09	80.0%
Task 20 - Aerial Mapping/Survey (SUB)					
20 - Aerial Mapping/Survey (SUB)	$ 64,923.57	$ 61,677.39	$ -	$ 61,677.39	95.0%
Task 21 - Hydrologic/Hydraulic Studies (SUB)					
21 - Hydrologic/Hydraulic Studies (SUB)	$ 80,075.07	$ 48,045.04	$ 16,015.01	$ 64,060.06	80.0%
Task 22 - Traffic Engineering Studies (SUB)					
22 - Traffic Engineering Studies (SUB)	$ 28,156.44	$ 28,156.44	$ -	$ 28,156.44	100.0%

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Please send remittance with copy of invoice to:
Attn: Mr. Robert Macheska
2805 Fountain Plaza Blvd.
Suite B
Edinburg, Texas 78539

Bill To:
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, Texas 78575

Project Info:
Cameron County Reg. Mobility Authority
WA #3 - FM 1846 (North Williams Rd)
Phase I Project

Billing Period: December 2025

Description	Contract	Previous Applications	Current Completed	Total Completed	% Complete
Task 23 - Traffic Projections (SUB)					
23 - Traffic Projections (SUB)	$ 25,299.28	$ 25,299.28	$ -	$ 25,299.28	100.0%
Task 24 - Project Cost Estimates					
24A - Calculate Preliminary Quantities Based on Schematic Level Design	$ 1,376.00	$ 825.60	$ -	$ 825.60	60.0%
24B - Develop Unit Bid Prices Based on TxDOT Average Low Bid	$ 893.08	$ 535.85	$ -	$ 535.85	60.0%
24C - Create Preliminary Project Cost Estimate	$ 1,038.60	$ 623.16	$ -	$ 623.16	60.0%
Task 25 - Quality Assurance/Quality Control					
25A - Review Schematic Layout	$ 1,170.92	$ 1,053.83	$ 58.55	$ 1,112.37	95.0%
25B - Review Schematic Profile Layout	$ 1,018.76	$ 916.88	$ 50.94	$ 967.82	95.0%
25C - Complete Schematic Checklist & Compare vs. Proposed ROW	$ 1,144.40	$ 1,029.96	$ 57.22	$ 1,087.18	95.0%

Total For This Billing Period: $37,809.44 ✓

Contract ~ Summary

Contract No.	Contract Amount	Previously Inv.	Percent Complete	Remaining Balance
WA#3	$730,399.69 ✓	$497,368.63 ✓	73.3% ✓	$195,221.63 ✓

Mark Iglesias
POSTED
ENTERED
01/06/26

Robert Macheska - Exec. Vice-President/COO

REVIEWED
By Monica R. Ibarra at 4:10 pm, Jan 06, 2026

RECEIVED
By Lily Garcia-Flores at 9:57 am, Jan 05, 2026

01/13/26

APPROVED
By Pete Sepulveda, Jr. at 4:22 pm, Jan 14, 2026

REVIEWED
By Victor J Barron at 7:59 am, Jan 14, 2026

Dec 25 CCRMA N Williams Prog RepInv Submittal

Final Audit Report 2026-01-13

Created:	2026-01-06
By:	Monica Ibarra (mibarra@ccrma.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgwT6kWwVInKSIGdU2CI3OMnsP99sx-dL

"Dec 25 CCRMA N Williams Prog RepInv Submittal" History

Document created by Monica Ibarra (mibarra@ccrma.org)
2026-01-06 - 10:26:11 PM GMT

Document emailed to Mark Iglesias (miglesias@ccrma.org) for signature
2026-01-06 - 10:26:17 PM GMT

Email viewed by Mark Iglesias (miglesias@ccrma.org)
2026-01-06 - 10:27:17 PM GMT

Document e-signed by Mark Iglesias (miglesias@ccrma.org)
Signature Date: 2026-01-06 - 10:28:51 PM GMT - Time Source: server

Document emailed to Eric Davila (edavila@ccrma.org) for signature
2026-01-06 - 10:28:54 PM GMT

Email viewed by Eric Davila (edavila@ccrma.org)
2026-01-06 - 11:37:31 PM GMT

Document e-signed by Eric Davila (edavila@ccrma.org)
Signature Date: 2026-01-13 - 1:54:01 PM GMT - Time Source: server

Agreement completed.
2026-01-13 - 1:54:01 PM GMT

STATE OF TEXAS §

§

CAMERON COUNTY §

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA" and the City of San Benito, hereinafter referred to as "CITY", pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:

1. PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT: To allow the CCRMA, as the Project Sponsor, to develop Preliminary Engineering and Environmental documents as well completing any project development activities to develop the project to an approved schematic and environmental clearance for final design and construction by TxDOT.

2. PROJECT TO BE COMPLETED: To advance the FM 1846 (Williams Road) Project to a Ready-to-Let Status with TxDOT. Project Limits are from BUS 77 to San Jose Ranch Road, a distance of approximately 1.6 miles.

3. CCRMA HEREBY AGREES TO:

   a. Utilize one of the CCRMA's consultants to develop schematics and conduct environmental studies, public involvement, and traffic studies.
   b. Coordinate with the Texas Department of Transportation (TxDOT) the necessary environmental document as well as schematics and coordination with any state and federal agencies on any issues arising during the environmental phase and schematic phase.
   c. Conduct any public meetings or hearings required by TxDOT as part of the environmental process.
   d. Provide monthly progress reports of activities to the CITY.
   e. Provide for consultations with the environmental agencies.
   f. Coordinate with TxDOT and the Regional MPO for any funding needed for future Engineering and Construction phases.
   g. Locally let the project through the CCRMA utilizing CCRMA staff and consultants.
   h. Provide funding in the amount of $400,000 for preliminary engineering and environmental document as further outlined in Exhibit A.

4. CITY HEREBY AGREES TO:

   a. To provide funding in the amount of $400,000 for preliminary engineering activities and environmental document as further outlined in Exhibit A.
   b. To provide funding for any local match for design, construction engineering, and construction required by TxDOT.
   c. Sections 4(a) and 4(b) provide for obligations independent of any obligation of another local governmental entity.

5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party.

6. Any payment made by either party will be made from current revenues of the paying party.

7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and CITY. The Interlocal Cooperation Agreement expires when the Projects are completed, or a 30-day termination notice is given by either CCRMA or CITY.

8. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Cooperation Agreement. It is also agreed that the CCRMA has the authority to employee personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.

9. The CCRMA and CITY hereby find that the foregoing goods and governmental functions and services are required for the Project and this Interlocal Agreement includes an agreement between the CCRMA and CITY pursuant to Tex. Gov't CODE Section 791.025 to the extent applicable.

10. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CITY OF SAN BENITO CITY COMMISSION.

Executed on this 19th day of May 2022.

Attested by: [redacted]
Arturo A. Nelson
CCRMA Secretary

[redacted]
Frank Parker, Jr.
CCRMA Chairman

Attested by [redacted]
Ruth McGinnis
City Secretary

CITY OF SAN BENITO 1920 TEXAS

[redacted]
Ricardo "Rick" Guerra
San Benito Mayor

Exhibit A

1. Traffic Studies – Traffic report to be developed according to TxDOT's, Transportation Planning & Programming standards, as well to comply with FHWA standards for road and project devleopment.

2. Environmental Document – To include document that complies with TxDOT and NEPA standards for the clearence of FM 1846 (Williams Road) to a 4 lane divided urban roadway.

3. Cultural Resources Reports (Historical & Archeological) – Reports required for the development of the Environmental Document to TxDOT and NEPA standards.

4. Preliminary Engineering:
    a. Final Typical Section Development
    b. Schematic Development – 30%, 60%, 95%, and 100% of Preliminary Engineering Schematic for Roadway (PS&E by TxDOT)
    c. Geometric Design – to be included within the Preliminary Engineering Schematic
    d. Preliminary Hyrdological Studies
    e. Prelminary ROW & Utility Mapping
    f. Prelminary Geotechnical Studies
    g. Subsurface Utility Engineering Studies
    h. Project Cost Estimates
    i. Design Survey

5. Coordination
    a. Meetings with Adjacent Property Owners
    b. Public Meeting
    c. Public Hearing
    d. Meetings with Committee to develop conceptual alternatives

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the annual payment to Granicus, LLC, for the renewal subscription of live stream services of City meetings in the total amount of $21,638.61.

RECOMMENDATION:
Staff recommends the approval of renewal.

RATIONALE:
The annual renewal term is from March 1, 2026 to February 28, 2027. Renewing the City of San Benito's Granicus subscription is essential for maintaining transparency, accessibility, and efficient communication with residents. Granicus provides the city with a reliable platform for live-streaming and archiving public meetings, ensuring that citizens can stay informed and engaged in local government decisions, even if they cannot attend in person.

BUDGET IMPACT:
PUB. EDU.GOV. EXPENSE 01-5-0540-0561

RESOURCE PERSONNEL:
Augustin Carrera, Library Director

EXHIBITS: DOC020226

PREPARED BY: Augustin Carrera
Library Director

02/17/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

GRANICUS

Invoice

Date	01/28/2026	**Invoice #**	223279
Terms	Net 30	**Due Date**	02/27/2026
P.O. Number:			

Payments via check can be directed to:
Granicus LLC
Dept #880806
PO Box 29650
Phoenix, AZ 85038-9650

Payments via ACH can be directed to:
Bank Name: JPMorgan Chase Bank
Account Name: Granicus, LLC
Routing #: 102001017
Account #: 678717375

Bill To	Sold To
San Benito, TX 401 N Sam Houston Blvd San Benito TX 78586 United States	San Benito, TX 401 N Sam Houston Blvd San Benito TX 78586 United States

Description	Term Start Date	Term End Date	Tax Rate	Tax Amount	Amount
Avior™ 25	03/01/2026	02/28/2027	0.00%	$0.00	$13,670.11
Integrating 3rd Party Agenda Management Solutions	03/01/2026	02/28/2027	0.00%	$0.00	$4,808.58
Social Media eXstream	03/01/2026	02/28/2027	0.00%	$0.00	$2,060.82
Sound Search™	03/01/2026	02/28/2027	0.00%	$0.00	$1,099.10

Subtotal	$21,638.61
Tax Total	$0.00
Total	$21,638.61
Amount Paid	$0.00
Amount Due	$21,638.61 USD

For any questions about your invoice, please contact us at AR@granicus.com or 1-800-314-0147

Thank you for your business

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the purchase of one Chevy Silverado Police Pursuit Vehicle from Caldwell County Chevrolet for the San Benito Police Department in the total amount of $51,580.00.

RECOMMENDATION:
The City Staff recommends approval.

RATIONALE:
The purchase of this vehicle will replace one of our 2021 Ford Explorer Utility Police Interceptors currently assigned to the Patrol Division. Caldwell County Chevrolet has the vehicle in stock and is prepared to ship it to our location upon approval of the purchase.

The vehicle will be assigned to the Patrol Division for daily operational use. Two quotes have been obtained and are attached for review, one from Caldwell County Chevrolet and one from Sames Governmental Sales. Both vendors are members of purchasing cooperatives previously approved by the City. Funding for this purchase will be drawn from the asset forfeiture account.

BUDGET IMPACT:
$51,580.00 from Asset Forfeiture Account #23-5-0210-0711.

RESOURCE PERSONNEL:
Mario Perea, Police Chief

EXHIBITS: Caldwell County Chevrolet
Sames Quote

PREPARED BY: Mario G. Perea
Chief of Police

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval

City Manager

QUOTE# 002-CAPQ-PPV **CONTRACT PRICING WORKSHEET**

End User: CITY OF SAN BENITO	Contractor: CALDWELL COUNTRY
Contact Name: CHIEF MARIO PEREA	CALDWELL COUNTRY CHEVROLET
Email: MPEREA@CITYOFSANBENITO.COM	Prepared By: Averyt Knapp
Phone #: 956-361-3880 (X-300)	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City: SAN BENITO, TX	Fax #: 979-567-4376
Date Prepared: AUGUST 6, 2025	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #724-23	Tax ID # 87-3266036
Product Description: 2026 CHEVROLET 1500 SILVERADO 4X4 CREW CAB CK10543	
A Base Price & Options:	$50,580

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	LH LED SPOTLIGHT, PPV, Z7X-2" LIFT OFF ROAD PACKAGE, 5.3L-V8, 10-SPD AUTOMATIC, LOCKING REAR AXLE DIFFFERENTIAL, 275/60R20 ALL TERRAIN (5), 40-20-40 CLOTH FRONT SEATS/VINYL REAR BENCH, FULL RUBBER FLOOR, AIR CONDITION, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, 10-WAY POWER DRIVER SEAT, TWO-SPEED TRANSFER CASE, SKID PLATE SHIELD, DEEP TINT GLASS W/ELECTRIC REAR WINDOW DEFOGGER, CALIBRATION SURVEILLANCE MODE INTERIOR AND EXTERIOR LIGHTING, CALIBRATION TAILLAMP FLASHER RED/WHITE, CALIBRATION TAILLAMP FLASHER RED/RED, FLASHER SYSTEM, HD 4-WHEEL ANTILOCK 4-WHEEL DISC BRAKES, HILL DESCENT CONTROL, HD AIR FILTER, EXTERNAL ENGINE OIL COOLER,	INCL		**PAYMENT DUE UPON ARRIVAL AT EITHER CAP OR SAN BENITO PD, NOT AFTER INSTALL** **UPFIT PORTION SHOULD BE PAID SEPARATELY ONCE COMPLETED**SUGGEST TWO LINE ITEMS ON THE PO**IF PAYMENT DELAYED UNTIL UPFIT COMPLETED, ADD $800 PER MONTH UNTIL PAID**	

	POWER OUTLET BED MOUNTED 120V, POWER OUTLET INTERIOR MOUNTED 120V, AUXILARY EXTERNAL TRANSMISSION OIL COOLER, EZ LIFT TAILGATE FUNCTION, CARGO BED AREA LED LIGHTING, 6" BLACK TUBULAR RECTANGULAR WHEEL TO WHEEL ASSIST STEPS, SHORT BED, REAR STEP BUMPER, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE				
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

Subtotal B	INCL
C Unpublished Options	

Code	Description	Cost	Code	Description	Cost

Subtotal C	
D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D FOB SAN BENITO, TX	$600
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$51,180
Quantity Ordered	1
Subtotal E	$51,180
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$51,580
Estimated Delivery Date:	120-150 DAYS APPX

Sames
Texas' Oldest Dealership

Government Fleet Sales

QUOTE

Quote #: SAG-3342 Date: 2/11/2026 Expires: 3/13/2026

Quote From:	Quote For:
Sames Laredo Chevrolet 3701 E. Saunders Street Laredo, TX 78041 Jake Schobinger | jakes@sames.net Phone: 210.381.8674	**City of San Benito Police Department** 601 North Oscar Williams Road San Benito, Texas 78586

Vehicle Information

Year	Make/Model	Contract #	Color	Qty	Price	Total
2026	Chevrolet 4WD Crew Cab Short Box WT PPV CK10543	TIPS 240901	Summit White	1	$52,500.00	$52,500.00

Vehicles Subtotal: $52,500.00

Standard Options: 2026 Chevrolet 4WD Crew Cab Short Box WT PPV CK10543

- 5.3L EcoTec3 V8 engine
- 10-speed automatic transmission
- 4-wheel drive with two-speed transfer case
- Heavy-duty 4-wheel antilock brakes
- Hill Descent Control
- 20-inch black painted steel wheels with al...
- Trailering Package
- Z71 Off-Road Package
- Cloth front and vinyl second-row seats
- Power driver's seat with lumbar support
- Rear-window defroster
- Dual USB ports for rear passengers
- Chevrolet Infotainment 3 system
- Heated and power-adjustable exterior mirrors
- External engine oil cooler
- Auxiliary external transmission oil cooler
- 120-volt power outlet in the bed and interior
- Skid plates
- Heavy-duty air filter
- Disabled content theft deterrent alarm

Transport: $400.00/vehicle × 184 miles = **$400.00**

PRICING SUMMARY

Vehicles: $52,500.00
Options: $0.00
Upfitters: $0.00

Transport: $400.00
Trade-In: ($0.00)

GRAND TOTAL: $52,900.00

TERMS AND CONDITIONS

Balance on the vehicle is due within thirty (30) days of delivery to the upfitter or customer. A $500 per month floor plan interest charge will be applied to any unpaid balance beyond Net 30 terms.

All prices provided in this quote are based on current market conditions and are subject to change. Pricing may be impacted by changes in OEM production availability, allocation limits, material shortages, tariffs, trade regulations, or other factors beyond the dealership's control.

Vehicle availability, production timing, and delivery schedules are subject to OEM manufacturing constraints and supply-chain conditions. The dealership shall not be held liable for delays, cancellations, or non-production resulting from OEM constraints or manufacturer decisions. In the event an OEM is unable to produce or deliver a vehicle as quoted, the dealership reserves the right to modify, delay, substitute, or cancel the order without penalty.

Any resulting price or availability changes will be communicated prior to final purchase or delivery.

www.samesfleet.com

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve the purchase of two Dodge Durango Police Pursuit vehicles from Dodge City of McKinney for the San Benito Police Department in the total amount of $86,296.00.

RECOMMENDATION:
The City Staff recommends approval.

RATIONALE:
The San Benito Police Department is requesting approval to purchase two Dodge Durango Police Pursuit vehicles from Dodge City of McKinney to replace aging units in the department fleet. The cost for each vehicle is $42,648.00 with a $500.00 delivery fee, totaling $86,296.00. I included two additional quotes, one from CZAR Companies LLC ($46,045.00 per vehicle) and one from Sames Government Fleet Sales ($48,065.00 per vehicle). All quotes presented are from an approved purchasing cooperative used by the city.

Furthermore, I utilized the Fleet Replacement Policy to evaluate the three oldest police units currently in our fleet. The completed evaluation forms, along with photographs of each vehicle, have been attached for the City Commission's review and consideration. These units evaluated will need to be removed from daily patrol service in the near future due to age and increasing maintenance needs. The new Dodge Durango Police Pursuit vehicles will replace these aging units and be assigned to daily patrol operations to ensure continued reliability, officer safety, and operational efficiency.

BUDGET IMPACT:
$86,296.00 from Account #23-5-0210-0711 Asset Forfeiture Account.

RESOURCE PERSONNEL:
Mario Perea, Police Chief

EXHIBITS:
Dodge City of Mckinney
Sames Quote(1)
CZAR Companies LLC dba Cameron County CDJR
Fleet Replacement Policy Vehicle Evaluation Forms
Pictures 2102, 2105, and 2104

PREPARED BY: Mario G. Perea
City of San Benito

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

DODGE CITY

GRAB LIFE!!

400 S Central Expwy
MCKINNEY, TX. 75070
PHONE : 972-569-9650

QUOTE

DATE: 2/19/2026
INVOICE #

Bill To:

San Benito Police Department

Ship To:

Comments or Special Instructions:

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	BUY BOARD#	TERMS
JEFF Y			Best Way	724-23	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2	2026 DODGE DURANGO PURSUIT v-8 engine	$42,648.00	$85,296.00
2	WHITE IN COLOR		
2	SPARE TIRE		
2	BLACK VINYL FLOOR COVERING		
2	HD CLOTH SEATS WITH VINYL REAR		
2	BLACK LEFT LED SPOT LIGHT		
2	REAR DOORS AND WINDOWS DEACTIVATED		
2	DELIVERY	$500.00	$1,000.00

SUBTOTAL	$ 86,296.00
TAX RATE	0.00%
SALES TAX	-
SHIPPING AND HANDLING	
TOTAL	$ 86,296.00

QUOTE

THE ULTIMATE FLEET MANAGEMENT SOLUTION PROVIDER

Sames Texas' Oldest Dealership — Government Fleet Sales

QUOTE#: SAG1687
DATE: 01/06/2026
EXPIRES: 01/31/2026

QUOTE FROM:
Sames Bastrop CDJ, Inc
1586 State Hwy 71
Cedar Creek, TX 78612
OUTSIDE SALES MANAGER: JORGE FUENTES | 956-330-1502 | JFUENTES@SAMES.NET
EMAIL: QUOTES@SAMES.NET

QUOTE FOR:
San Benito Police Department

VEHICLE INFORMATION:

YEAR|MAKE|MODEL	CONTRACT#	COLOR	QUANTITY	PRICE	TOTAL
2026 Dodge DURANGO PURSUIT AWD V8 WDEE75	TIPS 240901	WHITE	1	$47466.00	$47,466.00

DESCRIPTION:
2026 Dodge Durango (WDEE75) Pursuit AWD

OPTIONS | UPGRADE

DESCRIPTION	QUANTITY	PRICE	TOTAL
Quick Order Package 22Z White Knuckle Clearcoat Engine: 5.7L V8 HEMI Transmission: 8 Speed Automatic Black, Cloth Bucket Seats w/Rear Vinyl Skid Plate Group 3.09 Rear Axle Ratio Wheels: 18" x 8" Black Steel Tires: 255/60R18 On/Off Road Remote Keyless Entry Cruise Control Power Windows/Door Locks Vinyl Flooring HD Rear Vision Camera			$0.00

UPFITTER INFORMATION

QUOTE#	CONTRACT #	QUANTITY	PRICE	TOTAL
				$0.00

DESCRIPTION:

TRADE-IN INFORMATION

YEAR|MAKE|MODEL	VIN#	TOTAL
		-
		-

TRANSPORT (10 MILES) x 1	**$599.00**
GRAND TOTAL	**$48,065.00**

TERMS AND CONDITIONS:

BALANCE ON THE VEHICLE IS DUE 30 DAYS AFTER DELIVERY TO THE UPFITTER OR CUSTOMER. $500 MONTHLY FLOOR PLAN INTEREST WILL BE ADDED TO ANY UNPAID BALANCE BEYOND THE NET 30 TERMS. PRICES PROVIDED IN THIS QUOTE ARE BASED ON CURRENT MARKET CONDITIONS AND ARE SUBJECT TO CHANGE. PRICES MAY BE AFFECTED BY CHANGES IN TARIFFS, TRADE REGULATIONS, AND OTHER FACTORS BEYOND OUR CONTROL. ANY RESULTING PRICE ADJUSTMENTS WILL BE COMMUNICATED PRIOR TO FINAL PURCHASE.

CZAR COMPANIES LLC dba CAMERON COUNTRY CDJR
2102 THORNTON STREET CAMERON, TEXAS 76520-5513
BUYBOARD 724-23

End User:	**SAN BENITO POLICE DEPT**	**Caldwell Rep:**	MIKE ARIZMENDIS
Contact:	CHIEF MARIO PEREA	**Phone:**	**(979) 567-1500**
Phone/ Email:	MPEREA@CITYOFSANBENITO.COM/956-361-3880	**Date:**	Monday, December 22, 2025
Product Description:	2026 Dodge Durango (WDEE75) Pursuit AWD	**Email:**	MIKE@CAPFLEET.COM

A. **Bid Series:** 2026 DODGE DURANGO PURSUIT AWD — **A. Base Price:** $ 44,550.00

B. **Published Options [Itemize each below]** — **Quote Number:** 4265

Code	Model Vehicle
WDEE75	2026 Dodge Durango (WDEE75) Pursuit AWD

Code	Options	Bid Price	Code	Options	Bid Price
ADL	Skid Plate Group	$0.00	WBN	Wheels: 18" x 8" Black Steel	$0.00
DPM	3.09 Rear Axle Ratio	$0.00			
EZH	Engine: 5.7L V8 HEMI MDS VVT	$0.00			
JCJ	160 mph Primary Certified Speedometer	$0.00			
Z6J	GVWR: 7,100 lbs	$0.00			
22Z	Quick Order Package 22Z	$0.00			
C5X9	Black, Cloth Bucket Seats w/Shift Insert	$0.00			
DFD	Transmission: 8-Speed Automatic 8HP70	$0.00			
PW7	White Knuckle Clearcoat	$0.00			

Total of B. Published Options $ -

C. **Unpublished Options [Itemize each below, not to exceed 25%]**

Unpublished Options	Bid Price	Unpublished Options	Bid Price

Total of C. Unpublished Options: $ -

D.	**Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:**		
E.	**Upfitter/Quote Number:**		
F.	**Delivery ETA:** STOCK UNIT REF TC192581		$ -
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**		
H.	**Lot Insurance (for in-stock and/or equipped vehicles):**		
I.	**Contract Price Adjustment:**		
J.	**Additional Delivery Charge** 365 **miles**		$ 1,095.00
K.	**Subtotal**		$ 45,645.00
L.	**Quantity Ordered** 1 **x K =**		$ 45,645.00
M.	**Trade in:**		
N.	**Coop Fee per purchase order**		**$ 400.00**
O.	**Total purchase price with coop fee (Prices and availability are subject to change without notice)**		**$ 46,045.00**

DISCLAIMER

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEGDE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)

Vehicle/Equipment Evaluation Form

Vehicle or Equipment VIN or Serial # 1FM5K8ABOMGB18329

Vehicle or Equipment ID # 2102 Department Assigned to: Police Department

Make: Ford Model: Explorer Year: 2021

Mileage: 81599.0 Hours of Operation: 8542.86 Idle 4993.05

Date of Evaluation: 2-20-26 Name of Evaluator: O. Lara

Purchase Cost: $31,655 Repair Cost to Date: $ 23,694.40

Can this vehicle be reassigned if necessary: (circle one) (YES) / NO

Factor	Points
Age	5
Mileage/Hours	8
Type of Usage	5
Reliability	5
M&R Costs	5
Condition	5
Total Points	33

Point Ranges	Condition	Description
0-23	Excellent	Do not replace
24-28	Very Good	Re-evaluate for next year's budget
29-33	Good	Qualifies for replacement this year if M&R cost exceed 60% of cost
34-38	Fair	Qualifies for replacement this year if budget allows
39+	Poor	Needs priority replacement

Evaluator Comments:

Evaluator Signature: _____ City Manager Signature: _____

Point Range Details for Sedans, SUV, Trucks Replacement Guidelines

Age/Hours Usage Type of Service

Points	Category	Total Points
1	Point for Each year of Chronological Age	5
1	Point for each 10,000 miles or 250 hours	8
1	Point if Standard Sedan, SUV, Pickup	
2	Vehicles with occasional off-road use	
3	Any vehicle that pulls trailers, hauls heavy loads and has continued off-road use	
5	Marked Police Patrol Units	5

Reliability (Preventative Maintenance Work Not Included)

Points	Category	Total Points
1	In the shop one time within 3 month period, no major breakdowns or tows	
2	In the shop one time within a 3 month period, 1 breakdown or tow	
3	In the shop more than once within a 3 month period, with 1 breakdown or tow	
4	In the shop more than twice within one month period, with 1 or more breakdowns or tows within the same time period	
5	In the shop more than twice monthly, with 2 or more breakdowns	5

Maintenance and Repair Costs

Points	Category	Total Points
1	Maintenance costs are less than or equal to 20% of replacement cost	
2	Maintenance costs are 21-40% of replacement cost	
3	Maintenance costs are 41-60% of replacement cost	
4	Maintenance costs are 61-80% of replacement cost	
5	Maintenance costs are greater than or equal to 81% of replacement costs	5

Condition

Points	Category	Total Points
1	No visual damage or rust, good drivetrain	
2	Minor imperfections in body & paint, interior fair (no rips, tears, burns), good drivetrain	
3	Noticeable imperfections in body & paint surface, minor rust, minor damage for add-on equipment, worn interior (one or more rips, tears, or burns) and weak or noisy drivetrain.	
4	Previous accident damage, poor paint & body condition, rust (holes), bad interior (rips, tears, cracked dash), major damage for add-on equipment and drivetrain components.	
5	Previous accident damage, poor paint & body conditions, rust (holes), bad interior (rips, tears, cracked dash), drivetrain is damaged or inoperative and major damage to add on equipment	5

Final Evaluation Score Guidelines

Point Ranges	Condition	Description
0-23	Excellent	Do Not Replace
24-28	Very Good	Re-Evaluate for next year's budget
29-33	Good	Qualifies for replacement this year if Maintenance and Repair cost exceed 60% of cost
34-38	Fair	Qualifies for replacement this year if budget allows
39+	Poor	Needs priority replacement

UNIT 2102

DATE	VENDOR	DESCRIPTION	INVOICE #	P.O.#	EXPENSE
10/27/2021	GRAJALES TIRE SHOP	FLAT REPAIR UNIT 2102	77-8	22-50678	($8.00)
11/3/2021	GRAJALES TIRE SHOP	UNIT 2102 FLAT REPAIR	9977-10	22-50853	($8.00)
11/12/2021	GRAJALES TIRE SHOP	FLAT REPAIR UNIT 2102	5438-18	22-50948	($8.00)
11/12/2021	BOSWELL ELLIFF	OIL CHANGE UNIT 2102	1958	22-50688	($43.39)
1/21/2022	ADVANCE AUTO PARTS	ANTIFREEZE UNIT 2102	6557202122597	22-51598	($20.89)
2/3/2022	BOSWELL ELLIFF	OIL CHANGE UNIT 2102	3372	22-51185	($43.39)
3/19/2022	GRAJALES TIRE SHOP	FLAT REPAIR UNIT 2102	5438-46	22-52175	($8.00)
5/6/2022	GRAJALES TIRE SHOP	FLAT REPAIR UNIT 2102	2391-13	22-52717	($10.00)
5/11/2022	BOSWELL ELLIFF	OIL CHANGE UNIT 2102	5176	22-52180	($44.89)
10/14/2022	PNC / BOSWELL ELLIFF FORD	LAMP ASSEMBLY UNIT 2102	7896	CHK. REQ.	($592.39)
12/6/2022	ADVANCE AUTO PARTS	UNIT 2102 BATTERY	6557234050093	23-54938	($150.74)
12/19/2022	WB&C MOTOR TECHS	UNIT 2102 ELECTRICAL ISSUES	19001	23-55088	($300.00)
3/14/2023	LUBE MASTER	INSPECTION UNIT 2102	310317	23-54333	($7.00)
3/14/2023	CAMERON COUNTY	REGISTRATION UNIT 2102	1418142	23-54334	($7.50)
3/2/2023	BOSWELL ELLIFF	UNIT 2102 DIAG & REPLACE WIRE HARNESS TO DRIVER D	10368	23-55803	($621.00)
5/5/2023	BOSWELL ELLIFF	OIL CHANGE UNIT 2102	11560	23-55860	($48.79)
5/5/2023	J & J TIRE AND AUTO	UNIT 2102 FRONT WHEEL ALIGNMENT	28491	23-56433	($59.00)
7/28/2023	BOSWELL ELLIFF	OIL CHANGE UNIT 2102	13133	23-56724	($51.71)
8/16/2023	BLACKOUT WINDOW TINT	TINT UNIT 2102	2301	23-57244	($55.00)
10/2/2023	GRAJALES TIRE SHOP	FLAT REPAIR UNIT 2102	8934-3	24-00002	($9.00)
10/4/2023	BOSWELL ELLIFF	OIL CHANGE UNIT 2102	14406	24-00039	($51.71)
11/2/2023	GRAJALES TIRE SHOP	UNIT 2102 FLAT REPAIRS X 2, CHECK BRAKES, ADD AIR	8934-12	24-00333	($30.00)
11/8/2023	O'REILLY	UNIT 2102 DISC PAD SET X 2	4491-192698	24-00332	($174.94)
11/8/2023	GRAJALES TIRE SHOP	BRAKE SERVICE UNIT 2102	8934-14	24-00414	($80.00)
12/1/2023	BOSWELL ELLIFF	OIL CHANGE UNIT 2102	15498	24-00106	($51.71)
12/5/2023	GRAJALES TIRE SHOP	MOUNT TIRES X 2, VALVE UNIT 2102	8934-17	24-00623	($19.00)
12/8/2023	GRAJALES TIRE SHOP	JACK REPAIR UNIT 2102	8934-20	24-00673	($10.00)
12/14/2023	GRAJALES TIRE SHOP	FLAT REPAIR UNIT 2102	8934-22	24-00715	($11.00)
1/13/2024	GRAJALES TIRE SHOP	FLAT REPAIR UNIT 2102	8934-25	24-00993	($9.00)
1/17/2024	BOSWELL ELLIFF	OIL CHANGE UNIT 2102	16306	24-00106	($51.71)
2/29/2024	GRAJALES TIRE SHOP	FLAT REPAIR UNIT 2102	8934-29	24-01466	($10.00)
3/1/2024	BOSWELL ELLIFF	OIL CHANGE UNIT 2102	17223	24-01142	($51.71)
3/1/2024	BOSWELL ELLIFF	UNIT 2102 FRONT BUMPER VALANCE	17223	24-01368	($305.54)
4/2/2024	CAMERON COUNTY	REGISTRATION UNIT 2102	1418142	24-00038	($7.50)
3/26/2024	LUBE MASTERS	INSPECTION UNIT 2102	341741	24-00037	($7.00)
5/3/2024	BOSWELL ELLIFF	UNIT 2102 FRONT END ASSEMBLY, DEFLECTOR, BUMPER,	51342	24-02015	($1,600.00)
5/8/2024	BOSWELL ELLIFF	OIL CHANGE UNIT 2102	18602	24-01142	($51.71)

5/8/2024	RGV AUTO HUB	UNIT 2102 REPAIR/REPLACE FRONT BUMPER	1391	24-02013	($362.64)
5/10/2024	FIRESTONE	UNIT 2102 TIRES X 2	222060	24-01975	($282.96)
10/28/2024	RGV AUTO HUB	CRASH REPAIR UNIT 2102	2143	24-03160	($5,989.83)
11/6/2024	RGV AUTO HUB	R & R FRONT WHEEL HUB BEARING UNIT 2102	2580	25-00367	($550.99)
11/19/2024	LUBE MASTER	OIL CHANGE UNIT 2102	362544	25-00010	($53.59)
1/23/2025	J. MAYA DESIGNS & GRAPHICS	APPLY VINYL DECALS TO UNIT 2102	3994	25-00679	($40.00)
2/11/2025	LUBE MASTER	OIL CHANGE UNIT 2102	367490	25-00010	($59.55)
2/5/2025	GRAJALES	BRAKE SERVICE UNIT 2102	4931-22	25-01408	($110.00)
2/18/2025	CAMERON COUNTY	REGISTRATION RENEWAL UNIT 2102	1418142	25-00007	($7.50)
2/19/2025	GRAJALES	EMERGENCY BRAKE SERVICE & AIR FILTER UNIT 2102	4931-27	25-01475	($150.00)
2/14/2025	O'REILLY	CV BOOT UNIT 2102	4491-257233	25-01407	($18.46)
3/21/2025	LUBE MASTER	OIL CHANGE UNIT 2102	369099	25-00010	($53.59)
3/25/2025	O'REILLY	SPARK PLUGS, IGNITION COIL UNIT 2102	4491-262737	25-01771	($361.32)
4/30/2025	RGV AUTO HUB	INSTALL SPARK PLUGS, IGNITION COILS UNIT 2102	3356	CHK. REQ.	($804.00)
8/14/2025	O'REILLY	BATTERY UNIT 2102	4491-281496	CHK. REQ.	($248.99)
8/14/2025	BOSWELL ELLIFF	REPLACE ENGINE	26830	25-02820	($9,974.26)
2/17/2026	CAMERON COUNTY	REGISTRATION UNIT 2102 VIN# 8329	141-8142	26-00074	($7.50)

($23,694.40)

Vehicle/Equipment Evaluation Form

Vehicle or Equipment VIN or Serial # 1FM5K8AB9MG18331

Vehicle or Equipment ID # 2104 Department Assigned to: Patrol

Make: Ford Model: Explorer Year: 2021

Mileage: 128926 Hours of Operation: 13600 Idle: 8,300

Date of Evaluation: 2-20-26 Name of Evaluator: M. Perea / O. Lara

Purchase Cost: $31,655 Repair Cost to Date: $13,117.62

Can this vehicle be reassigned if necessary: (circle one) YES / NO

Factor	Points
Age	5
Mileage/Hours	13
Type of Usage	5
Reliability	5
M&R Costs	3
Condition	4
Total Points	35

Point Ranges	Condition	Description
0-23	Excellent	Do not replace
24-28	Very Good	Re-evaluate for next year's budget
29-33	Good	Qualifies for replacement this year if M&R cost exceed 60% of cost
34-38	Fair	Qualifies for replacement this year if budget allows
39+	Poor	Needs priority replacement

Evaluator Comments:

Evaluator Signature: M AP City Manager Signature: _____

Point Range Details for Sedans, SUV, Trucks Replacement Guidelines

Age/Hours Usage Type of Service

Points	Category	Total Points
1	Point for Each year of Chronological Age	5
1	Point for each 10,000 miles or 250 hours	13
1	Point if Standard Sedan, SUV, Pickup	
2	Vehicles with occasional off-road use	
3	Any vehicle that pulls trailers, hauls heavy loads and has continued off-road use	
5	Marked Police Patrol Units	5

Reliability (Preventative Maintenance Work Not Included)

Points	Category	Total Points
1	In the shop one time within 3 month period, no major breakdowns or tows	
2	In the shop one time within a 3 month period, 1 breakdown or tow	
3	In the shop more than once within a 3 month period, with 1 breakdown or tow	
4	In the shop more than twice within one month period, with 1 or more breakdowns or tows within the same time period	
5	In the shop more than twice monthly, with 2 or more breakdowns	5

Maintenance and Repair Costs

Points	Category	Total Points
1	Maintenance costs are less than or equal to 20% of replacement cost	
2	Maintenance costs are 21-40% of replacement cost	
3	Maintenance costs are 41-60% of replacement cost	3
4	Maintenance costs are 61-80% of replacement cost	
5	Maintenance costs are greater than or equal to 81% of replacement costs	

Condition

Points	Category	Total Points
1	No visual damage or rust, good drivetrain	
2	Minor imperfections in body & paint, interior fair (no rips, tears, burns), good drivetrain	
3	Noticeable imperfections in body & paint surface, minor rust, minor damage for add-on equipment, worn interior (one or more rips, tears, or burns) and weak or noisy drivetrain.	
4	Previous accident damage, poor paint & body condition, rust (holes), bad interior (rips, tears, cracked dash), major damage for add-on equipment and drivetrain components.	4
5	Previous accident damage, poor paint & body conditions, rust (holes), bad interior (rips, tears, cracked dash), drivetrain is damaged or inoperative and major damage to add on equipment	

Final Evaluation Score Guidelines

Point Ranges	Condition	Description
0-23	Excellent	Do Not Replace
24-28	Very Good	Re-Evaluate for next year's budget
29-33	Good	Qualifies for replacement this year if Maintenance and Repair cost exceed 60% of cost
34-38	Fair	Qualifies for replacement this year if budget allows
39+	Poor	Needs priority replacement

UNIT 2104

DATE	VENDOR	DESCRIPTION	INVOICE #	P.O.#	EXPENSE
1/31/2022	GRAJALES TIRE SHOP	FLAT REPAIR UNIT 2104	5438-33	22-51665	($8.00)
3/17/2022	BOSWELL ELLIFF	OIL CHANGE UNIT 2104	4139	22-51976	($44.89)
7/6/2022	BOSWELL ELLIFF	OIL CHANGE UNIT 2104	6161	22-52379	($46.09)
9/14/2022	BOSWELL ELLIFF	OIL CHANGE 2104	7351	22-53727	($48.79)
10/28/2022	GRAJALES	UNIT 2104 FLAT REPAIR	2391-46	23-54554	($8.00)
1/3/2023	BOSWELL ELLIFF	OIL CHANGE UNIT 2104	9281	23-54865	($48.79)
12/29/2022	GRAJALES	FLAT REPAIR UNIT 2104	7969-12	23-55124	($8.00)
3/15/2023	BOSWELL ELLIFF	OIL CHANGE UNIT 2104	10619	23-55460	($48.79)
3/13/2023	ADVANCE AUTO PARTS	BRAKES, REAR ROTOR UNIT 2104	6557307251535	23-55902	($307.03)
3/14/2023	J & J TIRE AND AUTO	UNIT 2104 LABOR ON REAR BRAKES, RESURFACE 2 ROTC	28372	23-55889	($150.00)
4/4/2023	CAMERON COUNTY	REGISTRATION UNIT 2104	1418143	23-54334	($7.50)
3/30/2023	LUBE MASTER	INSPECTION UNIT 2104	311621	23-54333	($7.00)
3/29/2023	GRAJALES	FLAT REPAIR UNIT 2104	7969-32	23-56054	($9.00)
5/3/2023	GRAJALES	UNIT 2104 FLAT REPAIR	7969-42	23-56430	($9.00)
5/10/2023	ADVANCE AUTO PARTS	UNIT 2104 BATTERY	6557313048144	23-56473	($168.83)
5/22/2023	GRAJALES	FLAT REPAIR UNIT 2104	7969-47	23-56640	($18.00)
5/24/2023	BOSWELL ELLIFF	UNIT 2104 INSTALL CHASSIS REPLACE RIGHT FRONT CV A	11646	23-56527	($148.50)
7/24/2023	BOSWELL ELLIFF	OIL CHANGE UNIT 2104	13042	23-56724	($51.71)
8/14/2023	BRIDGESTONE	UNIT 2104 FIRESTONE TIRES X 4	218078	23-57392	($549.44)
8/15/2023	BLACKOUT WINDOW TINT	WINDOW TINT UNIT 2104	2290	23-57244	($55.00)
9/6/2023	GRAJALES	UNIT 2104 FLAT REPAIR	7598-32	23-57671	($17.00)
9/13/2023	BOSWELL ELLIFF	OIL CHANGE UNIT 2104	13963	23-57072	($51.71)
11/14/2023	BOSWELL ELLIFF	OIL CHANGE UNIT 2104	15175	24-00106	($63.71)
12/27/2023	BOSWELL ELLIFF	OIL CHANGE UNIT 2104	15942	24-00106	($51.71)
12/28/2023	O'REILLY	UNIT 2104 BRAKE PADS / ROTORS	4491-199439	24-00892	($177.31)
12/29/2023	GRAJALES TIRE SHOP	BRAKE SERVICE UNIT 2104	7598-41	24-00893	($80.00)
1/13/2024	GRAJALES TIRE SHOP	FLAT REPAIR UNIT 2104	8934-24	24-00992	($11.00)
2/2/2024	LUBE MASTERS	INSPECTION UNIT 2104	336395	24-00037	($7.00)
2/6/2024	CAMERON COUNTY	REGISTRATION UNIT 2104	1418143	24-00038	($7.50)
2/6/2024	GRAJALES TIRE SHOP	UNIT 2104 BRAKE SERVICE CHANGE PADS	7598-43	24-01228	($70.00)
2/12/2024	BOSWELL ELLIFF	OIL CHANGE UNIT 2104	16873	24-00106	($51.71)
2/23/2024	GRAJALES TIRE SHOP	FLAT REPAIR UNIT 2104	8934-26	24-01426	($9.00)
3/3/2024	TIP TOP TOWING	CRASHED UNIT 2104 FROM YOST/732 TO SBPD	03/03/24	CHK. REQ.	($125.00)
4/12/2024	BOSWELL ELLIFF	HEADLIGHT ASSEMBLY UNIT 2104	51166	24-01824	($1,300.00)
5/1/2024	ALL-STAR PAINT & BODY	REPAIR CRASHED UNIT 2104	16952	24-01586	($4,604.19)
5/17/2024	BOSWELL	UNIT 2104 GEAR RACK & PINION	51480	24-02126	($900.00)
5/24/2024	J & J TIRE AND AUTO	UNIT 2104 LABOR ON RACK & PINION	29370	24-02284	($380.00)

6/24/2024	FIRESTONE	TIRES X 4 UNIT 2104	222747	24-02574	($605.60)
6/21/2024	BOSWELL ELLIFF	UNIT 2104 PROGRAM STEERING GEAR AFTER COLLISION	19518	24-02620	($172.50)
7/3/2024	O'REILLY	UNIT 2104 STRUTS	4491-227233	24-02697	($249.85)
7/17/2024	BOSWELL ELLIFF	SHOCKS UNIT 2104	52063	24-02807	($133.90)
7/20/2024	J & J TIRE AND AUTO	LABOR ON LS FRONT STRUT / ALIGNMENT UNIT 2104	29523	24-02875	($309.00)
9/4/2024	BOSWELL ELLIFF	OIL CHANGE UNIT 2104	20972	24-02127	($52.57)
10/14/2024	LUBE MASTER	OIL CHANGE UNIT 2104	359522	25-00010	($53.59)
11/19/2024	LUBE MASTER	OIL CHANGE UNIT 2104	362596	25-00010	($53.59)
12/12/2024	GRAJALES	FLAT REPAIR UNIT 2104	4931-5	25-00837	($9.00)
12/26/2024	GRAJALES	FLAT REPAIR UNIT 2104	4931-11	25-00984	($19.00)
1/2/2025	GRAJALES	FLAT REPAIR UNIT 2104	4931-13	25-01005	($9.00)
1/7/2025	LUBE MASTER	OIL CHANGE UNIT 2104	366155	25-00010	($59.55)
2/11/2025	GRAJALES	FLAT REPAIR UNIT 2104	4931-26	25-01421	($13.00)
2/18/2025	CAMERON COUNTY	REGISTRATION RENEWAL UNIT 2104	1418143	25-00007	($7.50)
3/7/2025	GRAJALES	BRAKE CHANGE UNIT 2104	4934-10	25-01554	($90.00)
3/24/2025	O'REILLY	SPARK PLUGS, IGNITION COIL UNIT 2104	4491-262561	25-01667	($361.32)
4/1/2025	LUBE MASTER	OIL CHANGE UNIT 2104	369535	25-01591	($59.55)
3/29/2025	J & J TIRE AND AUTO	LABOR SPARK PLUGS & IGN COILS, RELEARN PARKING BF	30224	25-01838	($319.00)
4/21/2025	O'REILLY	WIPER BLADES UNIT 2104	4491-266584	25-01987	($34.96)
5/1/2025	LUBE MASTER	OIL CHANGE UNIT 2104	370748	25-01591	($54.04)
5/20/2025	FIRESTONE	TIRES X 4 UNIT 2104	227019	25-02141	($549.44)
6/17/2025	LUBE MASTER	OIL CHANGE UNIT 2104	372641	25-01591	($60.05)
6/25/2025	O'REILLY	UNIT 2104 SPARK PLUGS	4491-275210	25-02561	($43.08)
8/25/2025	O'REILLY	LICENSE PLATE BULB UNIT 2104	4491-282879	CHK. REQ.	($2.74)
8/19/2025	LUBE MASTER	OIL CHANGE UNIT 2104	375276	25-02998	($60.05)
10/31/2025	LUBE MASTERS	OIL CHANGE UNIT 2104	378202	26-00237	($52.04)
11/21/2025	GRAJALES	FLAT REPAIR UNIT 2104	1436-8	26-00632	($9.00)
12/29/2025	GRAJALES	FLAT REPAIR UNIT 2104	1436-30	26-00946	($9.00)
1/19/2026	GRAJALES	FLAT REPAIR UNIT 2104	1436-42	26-01093	($9.00)
2/17/2026	CAMERON COUNTY	REGISTRATION UNIT 2104 VIN# 8331	141-8143	26-00074	($7.50)

($13,117.62)

Vehicle/Equipment Evaluation Form

Vehicle or Equipment VIN or Serial # 1FM5K8AB0MGB18332

Vehicle or Equipment ID # 2105 Department Assigned to: Patrol

Make: Ford Model: Explorer Year: 2021

Mileage: 115390 Hours of Operation: 12900 Idle: 800 2

Date of Evaluation: 2-19-26 Name of Evaluator: M. Perez / O. Lara

Purchase Cost: $31,655 Repair Cost to Date: $16,718.80

Can this vehicle be reassigned if necessary: (circle one) (YES) / NO

Factor	Points
Age	5
Mileage/Hours	15
Type of Usage	5
Reliability	5
M&R Costs	3
Condition	3
Total Points	36

Point Ranges	Condition	Description
0-23	Excellent	Do not replace
24-28	Very Good	Re-evaluate for next year's budget
29-33	Good	Qualifies for replacement this year if M&R cost exceed 60% of cost
34-38	Fair	Qualifies for replacement this year if budget allows
39+	Poor	Needs priority replacement

Evaluator Comments:

Evaluator Signature: M A P City Manager Signature: _____

Point Range Details for Sedans, SUV, Trucks Replacement Guidelines

Age/Hours Usage Type of Service

Points	Category	Total Points
1	Point for Each year of Chronological Age	5
1	Point for each 10,000 miles or 250 hours	15
1	Point if Standard Sedan, SUV, Pickup	0
2	Vehicles with occasional off-road use	0
3	Any vehicle that pulls trailers, hauls heavy loads and has continued off-road use	0
5	Marked Police Patrol Units	5

Reliability (Preventative Maintenance Work Not Included)

Points	Category	Total Points
1	In the shop one time within 3 month period, no major breakdowns or tows	
2	In the shop one time within a 3 month period, 1 breakdown or tow	
3	In the shop more than once within a 3 month period, with 1 breakdown or tow	
4	In the shop more than twice within one month period, with 1 or more breakdowns or tows within the same time period	
5	In the shop more than twice monthly, with 2 or more breakdowns	5

Maintenance and Repair Costs

Points	Category	Total Points
1	Maintenance costs are less than or equal to 20% of replacement cost	
2	Maintenance costs are 21-40% of replacement cost	
3	Maintenance costs are 41-60% of replacement cost	3
4	Maintenance costs are 61-80% of replacement cost	
5	Maintenance costs are greater than or equal to 81% of replacement costs	

Condition

Points	Category	Total Points
1	No visual damage or rust, good drivetrain	
2	Minor imperfections in body & paint, interior fair (no rips, tears, burns), good drivetrain	
3	Noticeable imperfections in body & paint surface, minor rust, minor damage for add-on equipment, worn interior (one or more rips, tears, or burns) and weak or noisy drivetrain.	3
4	Previous accident damage, poor paint & body condition, rust (holes), bad interior (rips, tears, cracked dash), major damage for add-on equipment and drivetrain components.	
5	Previous accident damage, poor paint & body conditions, rust (holes), bad interior (rips, tears, cracked dash), drivetrain is damaged or inoperative and major damage to add on equipment	

Final Evaluation Score Guidelines

Point Ranges	Condition	Description
0-23	Excellent	Do Not Replace
24-28	Very Good	Re-Evaluate for next year's budget
29-33	Good	Qualifies for replacement this year if Maintenance and Repair cost exceed 60% of cost
34-38	Fair	Qualifies for replacement this year if budget allows
39+	Poor	Needs priority replacement

UNIT 2105

DATE	VENDOR	DESCRIPTION	INVOICE #	P.O.#	EXPENSE
11/8/2021	BOSWELL ELLIFF	OIL CHANGE UNIT 2105	1864	22-50688	($43.39)
2/3/2022	BOSWELL ELLIFF	OIL CHANGE UNIT 2105	3361	22-51185	($43.39)
4/19/2022	BOSWELL ELLIFF	OIL CHANGE UNIT 2105	4759	22-52180	($44.89)
7/8/2022	BOSWELL ELLIFF	OIL CHANGE UNIT 2105	6202	22-52888	($46.09)
10/27/2022	BOSWELL ELLIFF	OIL CHANGE UNIT 2105	8136	23-54312	($48.79)
12/21/2022	BOSWELL ELLIFF	OIL CHANGE UNIT 2105	9084	23-54585	($48.79)
2/1/2023	BOSWELL ELLIFF	OIL CHANGE UNIT 2105	9799	23-55123	($48.79)
2/10/2023	FIRESTONE	TIRES X 2 UNIT 2105	215178	23-55472	($283.68)
2/7/2023	LUBE MASTER	INSPECTION UNIT 2105	307134	23-54333	($7.00)
2/14/2023	CAMERON COUNTY	REGISTRATION UNIT 2105	1418140	23-54334	($7.50)
4/28/2023	BOSWELL ELLIFF	OIL CHANGE UNIT 2105	11428	23-55460	($48.79)
4/29/2023	GRAJALES	FLAT REPAIR UNIT 2105	7969-40	23-56366	($9.00)
5/3/2023	FIRESTONE	TIRE X 1 UNIT 2105	216475	23-56327	($137.36)
7/14/2023	GRAJALES	BRAKES FRONT & REAR UNIT 2105	9977-21	23-57131	($105.00)
7/17/2023	BOSWELL ELLIFF	OIL CHANGE UNIT 2105	12898	23-56724	($51.71)
7/13/2023	ADVANCE AUTO PARTS	UNIT 2105 BRAKE PADS	6557319455051	CHK. REQ.	($83.18)
8/15/2023	BLACKOUT WINDOW TINT	TINT UNIT 2105	2296	23-57244	($55.00)
9/16/2023	GRAJALES	FLAT REPAIR UNIT 2105	7598-36	23-57742	($9.00)
9/19/2023	BOSWELL ELLIFF	OIL CHANGE UNIT 2105	14081	23-57350	($51.71)
10/5/2023	GRAJALES TIRE SHOP	FLAT REPAIR UNIT 2105	8934-7	24-00045	($9.00)
10/13/2023	BRIDGESTONE	TIRES X 2 UNIT 2105	218906	24-00040	($274.72)
10/18/2023	O'REILLY	BATTERY UNIT 2105	4491-189807	24-00129	($233.49)
11/9/2023	BOSWELL ELLIFF	OIL CHANGE UNIT 2105	15108	24-00106	($51.71)
12/27/2023	BOSWELL ELLIFF	OIL CHANGE UNIT 2105	15924	24-00106	($51.71)
12/29/2023	GRAJALES TIRE SHOP	FLAT REPAIR UNIT 2105	7598-40	24-00895	($9.00)
1/4/2024	GRAJALES TIRE SHOP	FLAT REPAIR UNIT 2105	7598-42	24-00912	($10.00)
1/22/2024	O'REILLY	WIPER BLADES UNIT 2105	4491-202910	24-01043	($40.78)
1/26/2024	O'REILLY	SPARK PLUGS UNIT 2105	4491-203599	24-01069	($40.08)
2/20/2024	BOSWELL ELLIFF	OIL CHANGE UNIT 2105	16999	24-01142	($51.71)
2/23/2024	BOSWELL ELLIFF	UNIT 2105 HEADLAMP ASSEMBLY & LABOR	17074	24-01340	($789.91)
2/27/2024	CAMERON COUNTY	REGISTRATION UNIT 2105	1418140	24-00038	($7.50)
2/27/2024	LUBE MASTERS	INSPECTION UNIT 2105	338289	24-00037	($7.00)
4/8/2024	BOSWELL ELLIFF	OIL CHANGE UNIT 2105	17996	24-01142	($51.71)
3/29/2024	GRAJALES TIRE SHOP	FLAT REPAIR UNIT 2105	7598-46	24-01787	($10.00)
4/2/2024	BRIDGESTONE	TIRES X 4 UNIT 2105	221488	24-01696	($589.64)
5/1/2024	GRAJALES TIRE SHOP	UNIT 2105 SWITCH OUT BENT RIM	8934-47	24-02064	($9.00)
6/4/2024	BOSWELL ELLIFF	OIL CHANGES UNIT 2105	19125	24-01142	($64.57)

6/14/2024	GRAJALES TIRE SHOP	BRAKES UNIT 2105	8468-1	24-02545	($70.00)
7/30/2024	GRAJALES	FLAT REPAIR UNIT 2105	8468-13	24-02946	($10.00)
9/4/2024	BOSWELL ELLIFF	DIAGNOSE UNIT 2105	20973	24-03283	($172.50)
8/22/2024	BOSWELL ELLIFF	OIL CHANGE UNIT 2105	20742	24-02127	($52.57)
9/27/2024	BOSWELL ELLIFF	REPLACE REAR SHOCKS UNIT 2105	21317	CHK. REQ.	($652.76)
10/31/2024	LUBE MASTER	OIL CHANGE UNIT 2105	361051	25-00010	($59.55)
1/2/2025	GRAJALES	FLAT REPAIR UNIT 2105	4931-12	25-01004	($13.00)
12/27/2024	LUBE MASTER	OIL CHANGE UNIT 2105	365442	25-00010	($60.80)
2/28/2025	FIRESTONE	TIRES X 4 UNIT 2105	226059	25-01525	($549.44)
2/27/2025	LUBE MASTER	OIL CHANGE UNIT 2105	368112	25-00010	($53.59)
3/24/2025	CAMERON COUNTY	REGISTRATION UNIT 2105	1418140	25-00007	($7.50)
5/23/2025	MIKES FLEET SERVICE	REMOVAL OF EQUIPMENT CRASHED UNIT 2105	77	25-02264	($700.00)
8/14/2025	BOSWELL ELLIFF	REPLACE ENGINE UNIT 2105	27179	25-02939	($9,974.26)
8/27/2025	O'REILLY	BATTERY UNIT 2105	4491-283143	25-03041	($248.99)
8/28/2025	GRAJALES	FLAT REPAIR UNIT 2105	4934-37	25-03064	($9.00)
11/17/2025	BOSWELL ELLIFF	UNIT 2105 REPLACE OIL PRESSURE SWITCH	27675	26-00065	($233.62)
1/7/2026	LUBE MASTERS	OIL CHANGE UNIT 2105	380874	26-00237	($54.04)
1/20/2026	RGV AUTO HUB	RREMOVE & REPLACE BUMPER TO REATTACH LOWER TR	4374	26-01006	($276.14)
2/4/2026	PNC - AMAZON	FUEL CAP FOR ACO UNIT & SIDE MIRROR GLASS UNIT 210	2-9378067-2869832	26-01193	($38.95)
2/17/2026	CAMERON COUNTY	REGISTRATION UNIT 2105 VIN# 8332	141-8140	26-00074	($7.50)
					($16,718.80)

Unit 2105






2105
TEXAS
EXEMPT
141 8140
POLICE


POLICE
SAN BENITO



Unit 2104




DIAL
911
POLICE
SAN BENITO


2104
TEXAS
141-8143
POLICE


TEXAS
141-8143


AIRBAG

Unit 2102


2102
POLICE
SAN BENITO
DIAL 911


DIAL 911
POLICE
SAN BENITO
2102




2102
TEXAS
141-8142
POLICE


Vinyl Synthetic Exam Glo

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:

Consideration and possible action to approve payment to Tri-County Communications, LLC, for the purchase of Emergency Equipment for San Benito Fire Department Unit Number 415 in the amount of $21,000.00.

RECOMMENDATION:

City staff recommends approval for the purchase and installation of emergency lighting and equipment from Tri County Communications through the BuyBoard Cooperative Purchasing Program (Contracts #696-23 and #698-23), totaling $21,000.00.

RATIONALE:

The acquisition of properly functioning emergency lighting and equipment is essential to ensure that Unit #415, a 2026 Ford F-350 Emergency Vehicle acquired through the Border Zone Fire Department Grant 2025, is fully compliant with safety regulations and capable of responding effectively to emergency situations. Utilizing the BuyBoard Cooperative Purchasing Contract ensures competitive pricing and streamlines the procurement process in accordance with state purchasing requirements. Approval of this item will enhance operational readiness, improve responder safety, and maintain the department's ability to provide timely and effective emergency services to the community.

BUDGET IMPACT:

Emergency Services District 1 Funds ($21,000.00-Account #09-1-0150.)

RESOURCE PERSONNEL:

Efrain Bautista, Fire Chief

EXHIBITS:

Tri County Comm Quote
CAP Fleet Quote
Dana Safety Quote

PREPARED BY: Efrain H. Bautista 02/20/2026
Fire Chief

02/23/2026
Date

Fred R. Sandoval
Fred Sandoval

City Manager

TRI-COUNTY COMMUNICATIONS, LLC

2112 W Business 83 STE B, Weslaco, TX 78596
956-447-8440

Company	SAN BENITO FIRE DEPT	***Date:***	1/21/2026
Address:	1201 S SAM HUSTON BLVD	***Sales Rep:***	Brandon Mendez
City/St/Zip	SAN BENITO TX 78586	***Phone:***	956-238-7727
Attn:	CHIEF BAUTISTA	***Email:***	firemedic080@gmail.com

Qty	Description	Unit Price	Total
	BuyBoard Contract #'s 696-23 / 698-23		
1	**2026 FORD F350**		$ -
			$ -
1	**TCC-PCP PATROL CAR PACKAGE**	$ 5,647.00	$ 5,647.00
	FSV-EB2SP3-54-X - WHELEN 54IN LEGACY LIGHTBAR SMOKED		$ -
	LENSES & CENCOM CORE PACKAGE		$ -
			$ -
	C399 - WHELEN CENCOM CORE WCX CONTROL CENTER CONTROL HEAD		$ -
			$ -
	CCTL6 - WHELEN WECANX CENCOM CORE CONTROL HEAD ROTARY		$ -
	KNOB WITH SLIDE SWITCH		$ -
			$ -
	C399SP - WHELEN SCANPORT KIT FOR C399 CORE		$ -
			$ -
	SA315U - WHELEN 100 WATT SIREN SPEAKER		$ -
			$ -
1	**TCC-SRNSPKR SIREN SPEAKER**	$ 268.00	$ 268.00
	SA315U - WHELEN 100 WATT SIREN SPEAKER		$ -
	(add speaker to make 200 watt system one included in core package)		$ -
2	**TCC-FLSR FLASHER**	$ 82.00	$ 164.00
	SSFPOS - WHELEN SOLID STATE FLASHER		$ -
			$ -
14	**TCC-LT LIGHT**	$ 140.00	$ 1,960.00
	TSS0J - WHELEN T-SERIES SURFACE MOUNT DUO R/B		$ -
			$ -
			$ -
	***** A 4% FEE WILL BE ADDED WHEN PAYING WITH CREDIT CARD*****		
	Subtotal:		$ 8,039.00
	Sales Tax:		
	Total		

Quotation good for 30 days
A 25% Re-stocking fee will apply for canceled orders.

SALES * SERVICE * WARRANTY
HARRIS * TAIT * MOTOROLA SOLUTIONS *KENWOOD

Signature of Accepting Official **Date**

This Proposal contains confidential information intended for a specific individual and purpose and is protected by law. If you are not the intended recipient, please contact sender immediately at 956-447-8440 and destroy all copies. You are hereby notified that any disclosure, copying, or distribution of this message is strictly prohibited.

TRI-COUNTY COMMUNICATIONS, LLC

2112 W Business 83 STE B, Weslaco, TX 78596
956-447-8440

Company	SAN BENITO FIRE DEPT	***Date:***	1/21/2026
Address:	1201 S SAM HUSTON BLVD	***Sales Rep:***	Brandon Mendez
City/St/Zip	SAN BENITO TX 78586	***Phone:***	956-238-7727
Attn:	CHIEF BAUTISTA	***Email:***	firemedic080@gmail.com

Qty	Description	Unit Price	Total
	BuyBoard Contract #'s 696-23 / 698-23		$ 8,039.00
1	**2026 FORD F350**		$ -
			$ -
2	**TCC-LT LIGHT**	$ 108.00	$ 216.00
	TLMI2J - WHELEN ION MINI T-SERIES DUO R/B		$ -
	(front facing on mirror)		$ -
			$ -
2	**TCC-LT LIGHT**	$ 253.00	$ 506.00
	U180J - U-SERIES DUO RED/BLUE Under Mirror Light		$ -
	MOUTNING BRACKETS FOR A FORD F250 INCLUEDED		$ -
			$ -
2	**TCC-LT LIGHT**	$ 170.00	$ 340.00
	PSJC3FCR - WHELEN MEGA T SERIES TRIO R/B		$ -
			$ -
2	**TCC-LB LIGHTBAR**	$ 1,049.00	$ 2,098.00
	WHELEN WECANX TRACER RED/BLUE/WHITE WITH MOUNTING		$ -
	KIT FOR FORD F 350 24+		$ -
			$ -
1	**TCC-LB LIGHTBAR**	$ 1,181.00	$ 1,181.00
	BSRW8 - WHELEN INNER EDGE RST WCX 8-LT TRAY RED AMBER BLUE		
			$ -
1	**TCC-CNTCON CENTER CONSOLE**	$ 919.00	$ 919.00
	PP-2023-FSD-FS - PLASTIX PLUS 2023+ Ford Superduty FULL SIZE Console		$ -
	WITH LOCKBOX ARMPAD AND CUPHOLDER		$ -
1	**TCC-CON CONTROLLER**	$ 227.00	$ 227.00
	CEM16 16 OUTPUT EXPANSION MODULE		
1	**TCC-CON CONTROLLER**	$ 273.00	$ 273.00
	CEM 24 OUTPUT EXPANSION MODULE		
1	**TCC-HWK9**	$ 150.00	$ 150.00
	BLUE SEA 120 AMP ADT RELAY SYSTEM		
1	**TCC-HWK9**	$ 55.00	$ 55.00
	BLUE SEA 12 SLOT POWER AND GROUND FUSE BLOCK		
1	HARDWARE KIT (FUSES,WIRING, BRACKETS IF NEEDED)	$ 100.00	$ 100.00
1	INSTALLATION OF EQUIPMENT TESTING AND PROGRAMING 30HRS	$ 3,000.00	$ 3,000.00
			$ -
1	SHIPPING	$ 225.00	$ 225.00
	***** A 4% FEE WILL BE ADDED WHEN PAYING WITH CREDIT CARD*****		
	Subtotal:		$ 17,329.00
	Sales Tax:		
	Total		

Quotation good for 30 days
A 25% Re-stocking fee will apply for canceled orders.

SALES * SERVICE * WARRANTY
HARRIS * TAIT * MOTOROLA SOLUTIONS *KENWOOD

Signature of Accepting Official **Date**

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Quote

Date	**01-22-2026**
Quote #	**CAPQ-112609**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

Name / Address
San Benito Fire Department
1201 South Sam Houston Boulevard, San Benito, Texas 78586

Ship To:
San Benito Fire Department
Efrain Bautista
1201 South Sam Houston Boulevard, San Benito,

Salesperson:	Mike Arizmendis
Email:	ebautista@cityofsanbenito.com
Contact Name:	Efrain Bautista

Year:	2026
Make:	Ford
Model:	F350

Job Description:

Quote Summary

Per Vehicle Subtotal	$22,500.00
Per Vehicle Tax	$0.00
Per Vehicle Total	$22,500.00
# Vehicles Quoted	1

Grand Total $22,500.00

****PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES.
REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO IS ISSUED.
ALL CANCELLED ORDERS ARE SUBJECT TO A 20% RESTOCKING FEE****

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEET.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X_____ Date: / /

Quote

Date	**01-22-2026**
Quote #	**CAPQ-112609**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
CONSOLE/MDT		
1	PP-2023-FSD-FS	(PP-2023-FSD-FS) FULL SIZE CENTER CONSOLE FOR 2023-2025 FORD SUPER DUTY FULL LENGTH WITH LOCKING ARM REST LID. INCLUDES USB/USB-C EXTENSION PLUG. Notes: WIRE IN QTY. 2 CLP S THAT CAME WITH THE CONSOLE TO IGNITION CUTOUTS FROM HAVIS: C-EB40-CCS-1P
1	C-EB40-CCS-1P	1-PIECE EQUIPMENT MOUNTING BRACKET; 4" MOUNTING SPACE; FITS WHELEN CENCOM CCSRN; CCSRNTA; MPC03; & CCTL7 CORE
1	PP-12VUSBCVM	(PP-12VUSBCVM) DUAL USB 3.0/USB TYPE-C CHARGER WITH DIGITAL VOLT METER. REQUIRES 12V INPUT.
2	PP-12VP	(PP-12VP) SINGLE 12V POWER PORT WITH COVER (CIGARETTE PLUG STYLE). REQUIRES 12V INPUT.
EMERGENCY LIGHTING		
1	LGYSD54CORE-DE	54" DUO LEGACY FULLY POPULATED W/SMOKED LENSES (DRIVER SIDE RED/WHITE FRONT; RED/AMBER REAR; PASSENGER SIDE BLUE/WHITE FRONT; BLUE/AMBER REAR); C399 CORE SIREN; CEM16 EXPANSION MODULE; CV2V SYNC; C399K*; SA315U SPEAKER; SAK*; STPKT*
1	SA315U	SA315U SPEAKER BLACK PLASTIC Mounting Location : G2 - GRILLE BEHIND Notes: DS
1	EB2SP3JX	LEGACY WCX 54" D/E/D/E PROMO; W/SMOKE LENSES
1	C399	CENCOM CORE WCX CONTROL CENTER
1	CEM16	WECANX 16 OUTPUT EXPANSION MOD
1	CV2V	VEHICLE-TO-VEHICLE SYNC MODULE
1	STPBK94	LIGHTBAR STRAP KIT #94 BLACK; FORD F-150 15-24; FORD F-150 LIGHTNING 22-24; FORD F-250/350 17-25; F-450/550/600 18-23
1	C399SP	SCANPORT KIT FOR C399; CHEVROLET TAHOE 23-24; CHEVROLET BLAZER EV 24; CHEVROLET SILVERADO 1500 22-24; FORD F-250/350 23-24; FORD TRANSIT 23-24; FORD POLICE INTERCEPTOR UTILITY 25
1	CCTL6	WECANX KNOB/SLIDE CONTROL HEAD
1	SAK73	DUAL SA-315 MT KIT 21+ F-150; FORD F-150 18-24 Mounting Location : G2 - GRILLE BEHIND Notes: DS/ PS
1	SA315U	SA315U SPEAKER BLACK PLASTIC Mounting Location : G2 - GRILLE BEHIND Notes: PS
4	TSS0JC	T-SERIES SURFACE MT TRIO R/B/W Wiring Instructions : WIRE TRIO Mounting Location : G1 - GRILLE - ON
1	TLI2J	ION T-SERIES LINEAR DUO R/B Wiring Instructions : WIRE AS MIRROR BEAMS ; WIRE DUO Mounting Location : MIR1 - ON MIRROR
1	TLI2J	ION T-SERIES LINEAR DUO R/B Wiring Instructions : WIRE AS MIRROR BEAMS ; WIRE DUO

Quote

Date	**01-22-2026**
Quote #	**CAPQ-112609**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
		Mounting Location : MIR1 - ON MIRROR
1	TLI2J	ION T-SERIES LINEAR DUO R/B Wiring Instructions : WIRE DUO Mounting Location : FQP1 - FRT QTR PANEL - DS
1	TLI2J	ION T-SERIES LINEAR DUO R/B Wiring Instructions : WIRE DUO Mounting Location : FQP2 - FRT QTR PANEL - PS
2	TCRWX6-1PJ-5SJ	WECANX TRACER 6-LAMP HOUSING; 1 WCX TRACER PRIMARY DUO R/B; 5 WCX TRACER SECONDARY DUO R/B Mounting Location : RBMT1 - RUNNING BOARDS W/ MOUNTS
2	TCRB47	TRACER MTG KIT FORD F-150; FORD F-150 15-24; FORD F-150 LIGHTNING 22-24; FORD F-250/350 17-25; FORD EXPEDITION 18-24; FORD F-450/550/600 20-23
1	TLI2J	ION T-SERIES LINEAR DUO R/B Wiring Instructions : WIRE DUO Mounting Location : RQP1 - REAR QTR PANEL - DS
1	TLI2J	ION T-SERIES LINEAR DUO R/B Wiring Instructions : WIRE DUO Mounting Location : RQP2 - REAR QTR PANEL - PS
3	TLI2J	ION T-SERIES LINEAR DUO R/B Wiring Instructions : WIRE DUO Mounting Location : T1 - UNDER TAILGATE
2	I2J	DUO LINEAR ION RED/BLUE BLK Wiring Instructions : WIRE DUO Mounting Location : LP2 - HORIZONTAL ON BRACKET
1	IONBKT1	ION LICENSE PLATE BKT HORIZ.
1	BSRW8/ISR47-BSSP28JA	INNER EDGE RST WCX 8-LT TRAY; INNER EDGE RST MT FORD F-150; 4/4 DUO K/M LTHD D/P PROMO PKG; FORD F-150 15-24; FORD F-150 LIGHTNING 22-24; FORD F-250/350 17-25; FORD F-450/550 17-24; FORD F600 18-24 Mounting Location : RG1 - HIGH CENTER
4	TIONBKT1	ION T-SERIES UNIVERSAL MOUNT
EXTERIOR		
1	FRONT-FASCIA	REMOVAL OF FASCIA WHEN ANY EQUIPMENT IS MOUNTED BEHIND THE GRILLE W/NO PUSH BUMPER
1	PRE-UPFIT	PRE-UPFIT REQUIRED ON ANY TRUCK/VAN/RETAIL VEHICLE; INCLUDES ANY CIRCUIT BREAKERS NEEDED
OTHER		
1	TAILGATE	LABOR TO REMOVE TAILGATE AND RE-INSTALL TO MOUNT LIGHTS UNDER TAILGATE
1	TRANSPORT	TRANSPORTATION FEE
QTY	**Part #**	**Description**
1	LABOR	LABOR
1	SHIPPING	SHIPPING
1	SHOP SUPPLIES	SHOP SUPPLIES
1	DEALER	DEALER PREP
1	INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN AGENCY LIMITED LIFETIME WARRANTY
1	PROGFEE	PROGRAMMING FEE

Quote

Date	**01-22-2026**
Quote #	**CAPQ-112609**

CAP FLEET
2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
1	DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)
1	PDKIT	POWER DISTRIBUTION KIT
1	WIRING HARNESS	WIRING HARNESS

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	611428
Customer No.	SANBFD

Bill To	**Ship To**
CITY OF SAN BENITO FIRE DEPARTMENT 1201 S Sam Houston Blvd San Benito, TX 78586	(For Pickup) Dana Safety Supply - Harlingen 5002 Logans Run Harlingen, TX 78550
Contact: **Telephone:** 956-238-7727 **E-mail:** ebautista@cityofsanbenito.com	**Contact:** Maria Rivera **Telephone:** 281-728-1400 **E-mail:** MRIVERA@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/27/26	UPS GROUND FREIGHT	NO FREIGHT CHARGED		Credit Card

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - Harlinger	FIRE CHIEF EFRAIN BAUTIST	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO BUY BOARD 698-23 Warehouse: HARL	0.0000	0.00
1	1	N	INFO (1) 2026 FORD F350 Warehouse: HARL	0.0000	0.00
1	1	N	INFO * FRONT * Warehouse: HARL	0.0000	0.00
1	1	Y	EB2DEDEX WEC, LEGACY LBAR, WCX, 54", RW/BW, RW/BW +SMOKE Warehouse: HARL WITH SMOKED LENSES	4,743.0500	4,743.05
2	2	Y	SA315U WEC, COMPACT BLACK 100W/122DB, SPEAKER Warehouse: HARL	267.8000	535.60
1	1	N	INFO * SIDE * Warehouse: HARL	0.0000	0.00

Print Date	01/27/26
Print Time	12:49:25 PM
Page No.	1

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	611428
Customer No.	SANBFD

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Contact: **Telephone:** 956-238-7727 **E-mail:** ebautista@cityofsanbenito.com	**Contact:** Maria Rivera **Telephone:** 281-728-1400 **E-mail:** MRIVERA@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/27/26	UPS GROUND FREIGHT	NO FREIGHT CHARGED		Credit Card

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - Harlinger	FIRE CHIEF EFRAIN BAUTIST	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	TLMI2J WEC, ION T-SERIES, RED/BLUE Warehouse: HARL ***USE WEC-TMS0J**** FRONT FACING ON MIRROR	113.1000	226.20
2	2	Y	MISC U180J WHELEN U-SERIES DUO RED/BLUE Warehouse: HARL UNDER MIRROR LIGHT	200.8500	401.70
2	2	Y	WEC-U18047 WEC U-SEIRES MIRROR MT FORD F150 Warehouse: HARL	22.7500	45.50
2	2	Y	TCRWX6-RBW WEC, TRACER, WECANX, TRIO. 6-LAMP HOUSING, RBW Warehouse: HARL 6-Lamp Housing, requires 6 Lightheads. “L” Bracket Mounting (7 Required) or Vehicle Specific Mounting Purchased Separately	1,410.5000	2,821.00
2	2	Y	TCRB47 WEC TRACER MOUNTING KIT FOR F-150 - ONE SIDE Warehouse: HARL	0.0000	0.00
1	1	N	INFO * REAR * Warehouse: HARL	0.0000	0.00

Print Date	01/27/26
Print Time	12:49:25 PM
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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	611428
Customer No.	SANBFD

Bill To

CITY OF SAN BENITO FIRE DEPARTMENT
1201 S Sam Houston Blvd
San Benito, TX 78586

Contact:
Telephone: 956-238-7727
E-mail: ebautista@cityofsanbenito.com

Ship To

(For Pickup)
Dana Safety Supply - Harlingen
5002 Logans Run
Harlingen, TX 78550

Contact: Maria Rivera
Telephone: 281-728-1400
E-mail: MRIVERA@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/27/26	UPS GROUND FREIGHT	NO FREIGHT CHARGED		Credit Card

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - Harlinger	FIRE CHIEF EFRAIN BAUTIST	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	BSRW8-47-KM WEC, I-E WCX, REAR, 8LT, 2015-23 F150, RA/BA, RST DUO Warehouse: HARL REB/AMBER BLUE/AMBER K = Red/Amber M = Blue/Amber 8 Lamp Tray, WeCanX®, Choose 8 SOLO™ or DUO™ Lightheads and Vehicle Specific Mount, ISR Mounting Only F-150, 2015-2023, F150 Lightning 2022-2023, and F-250/350 2017-2023, F-450/F-550, 2017-2023, F600, 2018-2023, Mounting Kit for use with BSRW*, ISRL* or ISRW* Lamp Trays (Not for Use with Sliding Rear Windows), No Charge When Ordered with Inner Edge®	1,236.9500	1,236.95
1	1	N	INFO * LIGHTS * Warehouse: HARL	0.0000	0.00
2	2	Y	WEC-PSJC3FCR WEC MEGA T-SERIES TRIO FLASHER RBW Warehouse: HARL	154.7000	309.40
14	14	Y	TSS0J WEC T-ION, DUO RED/BLUE Warehouse: HARL	129.3500	1,810.90

Print Date	01/27/26
Print Time	12:49:25 PM
Page No.	3

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	611428
Customer No.	SANBFD

Bill To	**Ship To**
CITY OF SAN BENITO FIRE DEPARTMENT 1201 S Sam Houston Blvd San Benito, TX 78586	(For Pickup) Dana Safety Supply - Harlingen 5002 Logans Run Harlingen, TX 78550
Contact: **Telephone:** 956-238-7727 **E-mail:** ebautista@cityofsanbenito.com	**Contact:** Maria Rivera **Telephone:** 281-728-1400 **E-mail:** MRIVERA@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/27/26	UPS GROUND FREIGHT	NO FREIGHT CHARGED		Credit Card

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - Harlinger	FIRE CHIEF EFRAIN BAUTIST	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO * INTERIOR/ MISC * Warehouse: HARL	0.0000	0.00
1	1	Y	C399 WEC CenCom Core by WECANX Warehouse: HARL	917.1500	917.15
1	1	Y	CCTL6 WEC, WCX, KNOB/SLIDE CONTROL HEAD Warehouse: HARL	361.7100	361.71
1	1	Y	WEC-C399SP WEC SCANport KIT FOR C399 Warehouse: HARL	122.8500	122.85
2	2	Y	SSFPOS WEC 100% SS POSITIVE SWITCHING HEADLIGHT FLASHEF Warehouse: HARL REPLACES SSF2150 FLASHER --- 2 OUTLET, 160 WATTS/OUTLET, & 7 FLASH PATTERNS. NOTE: WILL NOT WORK WITH HID OR PROJECTION HEADLIGHTS. **********	65.6500	131.30
1	1	Y	PP-2023-FSD-FS PLASTIX CONSOLE W/LOCKING ARMREST LID, 23-24 SUPERDUTY Warehouse: HARL 2023-2024 Ford Superduty FULL SIZE Console with Locking Arm Rest Lid. Includes USB/USB-c extension plug.	774.1200	774.12

Print Date	01/27/26
Print Time	12:49:25 PM
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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	611428
Customer No.	SANBFD

Bill To

CITY OF SAN BENITO FIRE DEPARTMENT
1201 S Sam Houston Blvd
San Benito, TX 78586

Contact:
Telephone: 956-238-7727
E-mail: ebautista@cityofsanbenito.com

Ship To

(For Pickup)
Dana Safety Supply - Harlingen
5002 Logans Run
Harlingen, TX 78550

Contact: Maria Rivera
Telephone: 281-728-1400
E-mail: MRIVERA@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/27/26	UPS GROUND FREIGHT	NO FREIGHT CHARGED		Credit Card

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - Harlinger	FIRE CHIEF EFRAIN BAUTIST	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	CEM16 WEC, WCX, 16OUTPUT, EXPANSION MODULE Warehouse: HARL	189.8000	189.80
1	1	Y	WEC-CEM24 WEC WECANX 24 OUTPUT EXPANSION MOD Warehouse: HARL	259.3500	259.35
1	1	Y	7610B BLUE SEA SOLENOID SI SERIES 120A 12/24V ACR Warehouse: HARL	60.0000	60.00
1	1	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: HARL	50.0000	50.00
1	1	Y	175-S8-150-2 IE SMD 150 AMP BREAKER Warehouse: HARL	50.0000	50.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HARL LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	550.0000	550.00
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HARL	3,000.0000	3,000.00

Print Date	01/27/26
Print Time	12:49:25 PM
Page No.	5

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	611428
Customer No.	SANBFD

Bill To	**Ship To**
CITY OF SAN BENITO FIRE DEPARTMENT 1201 S Sam Houston Blvd San Benito, TX 78586	(For Pickup) Dana Safety Supply - Harlingen 5002 Logans Run Harlingen, TX 78550
Contact: **Telephone:** 956-238-7727 **E-mail:** ebautista@cityofsanbenito.com	**Contact:** Maria Rivera **Telephone:** 281-728-1400 **E-mail:** MRIVERA@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/27/26	UPS GROUND FREIGHT	NO FREIGHT CHARGED		Credit Card

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - Harlinger	FIRE CHIEF EFRAIN BAUTIST	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Approved By: _____ ☐ **Approve All Items & Quantities** **Quote Good for 30 Days**		

Print Date	01/27/26
Print Time	12:49:25 PM
Page No.	1

Subtotal	18,596.58
Freight	750.00
Order Total	19,346.58

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve ratification of payment to OMT Utilities for Emergency Repairs to a collapsed utility manhole located at the intersection of Expressway 77/83 Frontage and Whalen Road, in the amount of $59,000.00.

RECOMMENDATION:
City staff recommends approval.

RATIONALE:
A collapsed manhole approximately 6–7 feet deep located at the intersection of Expressway 77/83 Frontage and Whalen Road was removed and replaced with a new fiberglass manhole, including new cement flooring and a concrete collar, along with a new concrete valley gutter. All connections were properly reestablished to ensure continued system operation.

BUDGET IMPACT:
Utility System Repairs: 05-5-0932-0527 - $59,000.00

RESOURCE PERSONNEL:
Edward Enriquez, Director of Administrative Services

EXHIBITS: OMT UTILITIES #7354
Pictures of Work

PREPARED BY: Edward Enriquez
Director of Public Works

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

OMT UTILITIES
Luis Reyes III
1910 S. PLEASANTVIEW
WESLACO, TX 78596

Invoice

Date 1/30/2026
Invoice # 7354

Bill To
City of San Benito
401 N. Sam Houston Blvd
San Benito, Tx. 78586

Ship To

P.O. #
Terms

Ship Date 1/30/2026
Due Date 1/30/2026
Other

Description	Qty	Rate	Amount
**********S. Expressway77/83 Frontage Rd & Whalen Rd.********			
Provide traffic control on west bound lane of frontage road on Expressway 77/83. Close one lane on frontage and both lanes on Whalen Rd. Remove collapsed existing manhole appproximately 6'-7' deep. Replace with new fiberglass manhole including new cement flooring and cement concrete collar. Remove existing concrete valley gutter and replace with new concrete valley gutter. Backfill with flowable concrete and asphalt.		59,000.00	59,000.00

Thank you for allowing my business.

Subtotal	$59,000.00
Sales Tax (0.0%)	$0.00
Total	$59,000.00
Payments/Credits	$0.00
Balance Due	$59,000.00

OMT UTILITIES
luisreyes034@yahoo.com
956-778-0140






CEMENTALL
30





March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possible action to approve ratification of payment to SHI Government Solutions for the annual renewal of all City employees' Adobe Accounts in the amount of $12,447.16.

RECOMMENDATION:

City staff recommends approval to ratify the $12,447.16 payment to SHI Government Solutions to renew all City employee Adobe Creative Cloud accounts through January 17, 2027, to ensure uninterrupted operations.
Staff further recommends authorizing annual renewals of the Adobe Creative Cloud licenses under the same terms and conditions, with the requirement that the item be returned to the Commission for approval only if there is a price change.

RATIONALE:
Renewing the City's Adobe Creative Cloud licenses is essential to maintain uninterrupted access to critical tools used for document management, graphic design, public communications, and operational workflows across all departments. These tools support efficiency, compliance, and the delivery of high-quality services to the public. Ratifying the payment of $12,447.16 to SHI Government Solutions ensures continuity of service through January 17, 2027, preventing disruptions that could impact productivity and service delivery.
Authorizing annual renewals under the same terms and conditions provides stability and reduces administrative burden. The item will be returned to Council for approval only if there is a price change, ensuring fiscal oversight while streamlining routine renewals.

BUDGET IMPACT:
$12,447.16

RESOURCE PERSONNEL:
Fred Sandoval, City Manager

EXHIBITS: SHI [Adobe]

PREPARED BY: Fred Sandoval
City Manager

02/24/2026
Date

Fred R. Sandoval

Fred Sandoval
City Manager

Pricing Proposal
Quotation #: 27060530
Created On: 1/16/2026
Valid Until: 2/28/2026

TX-City of San Benito

Jason Reynolds
485 N SAM HOUSTON BLVD
SAN BENITO, TX 78586-4666
United States
Phone: 956-361-3800
Email: jreynolds@cityofsanbenito.com

Pubsec inside account executive

Marco Martinez
300 davidson ave.
Somerset
nj
Phone: 7325071364
Email: marco_martinez@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Creative Cloud Pro Plus for teams Adobe - Part#: 30002224CC02A12 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/17/2026 - 1/17/2027	2	$1,283.04	$2,566.08
2	Illustrator for teams with Adobe Stock standard assets Adobe - Part#: 30002329CC02A12 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/17/2026 - 1/17/2027	1	$522.40	$522.40
3	Photoshop for teams with Adobe Stock standard assets Adobe - Part#: 30002427CC02A12 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/17/2026 - 1/17/2027	2	$522.40	$1,044.80
4	Premiere Pro for teams with Adobe Stock standard assets Adobe - Part#: 30002448CC02A12 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/17/2026 - 1/17/2027	2	$522.40	$1,044.80
5	Acrobat Pro for teams Adobe - Part#: 30002133CC02A12 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 1/17/2026 - 1/17/2027	28	$259.61	$7,269.08

Subtotal	$12,447.16
Shipping	$0.00
Total	$12,447.16

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

March 3, 2026

EXECUTIVE SUMMARY

REQUEST:
Consideration and possibly action to approve ratification of payment to Holt Cat Industrial Rentals for emergency rental of a Tow Generator for the San Benito Police Department in the total amount of $24,131.60.

RECOMMENDATION:
City staff recommends approval

RATIONALE:
The previous generator at the San Benito Police Department was not functioning properly, necessitating an emergency rental while the new generator was being installed. This measure ensured that the San Benito Police Department could maintain uninterrupted operations and continue providing emergency response services.

BUDGET IMPACT:
01-5-0311-0410 - $24,131.60

RESOURCE PERSONNEL:
Eloy Avila Jr, Parks & Recreation Director

EXHIBITS: DOC022026-02202026161238

PREPARED BY: Eloy Avila Jr.
Parks and Recreation Director

02/24/2026
Date

Fred R. Sandoval
Fred Sandoval
City Manager

HOLT INDUSTRIAL RENTALS™

P.O. BOX 207916
SAN ANTONIO, TX 78220-7916
www.holtindustrialrentals.com

4 Week Bill

Contract #	**1492887-0002**	
Inv Date	02/12/25	
Due Date	**02/12/25**	
Date Out	01/15/25	8:00 AM
Billed Thru	02/12/25	
Customer #	**7001022**	
Total Amt	**$ 14,731.86**	

REMIT TO:
Holt Industrial Rentals
P.O. BOX 660118
DALLAS, TEXAS 75266-0118

TO VIEW AND PAY ONLINE GO TO:
http://hir.billtrust.com

USE THIS ENROLLMENT TOKEN:
DSP KDR RVT

CITY OF SAN BENITO
485 N SAM HOUSTON BLVD
SAN BENITO, TX 78586-4666

SHIPPING ADDRESS:
CITY OF SAN BENITO
SAN BENITO PD
601 N OSCAR WILLIAMS RD.
SAN BENITO, TX 78586
C#: 956-361-3800 J#: 956-361-3800

Job Location: 1325 S PADRE ISLAND DR, CORPUS CHRISTI

Ordered By:	Purchase Order Number:	Cust Job No:	Terms:
SAN, BENITO	BB740-24	1 - CITY OF SAN BENI	Due Upon Receipt
COI Policy Expiration Date:	**Holt Industrial Rentals Sales Rep:**	**Branch:**	**Delivery Driver Initials:**
	LUIS PEREZ	7303 - 7303 HIR CORPUS CHRISTI	

Qty	Equipment #	Cat-Class	Min	Day	Week	4 Week	Amount
1	700675	520-2400		550.00	1,650.00	4,950.00	4,950.00
	200 KW (250 KVA) TOW GENERATOR						
	Make: CAT Model: XQ230BM Serial#: 0CK200689						
	HR OUT1: 1219.30 HR IN1: TOTAL: 1219.30						
	**********BUY BOARD #740-24*******						
5	9461810	946-1810		11.00	32.00	96.00	480.00
	4/0 CABLE 50' CAM						
11	9461860	946-1860		2.00	5.00	15.00	165.00
	4/0 CABLE MALE TAIL CAM						
11	9461870	946-1870		2.00	5.00	15.00	165.00
	4/0 CABLE FEMALE TAIL CAM						
1	9461670	946-1670		6.00	18.00	54.00	54.00
	L530 SHORE POWER FEMALE TAIL 50'						
1	701101	946-8120		350.00	700.00	2,100.00	2,100.00
	1200 AMP ATS						
	Make: TRYSTAR Model: DITP1.J5-A-G-A2 Serial#: PWDA231200009612						

SALES/MISC ITEMS:

Qty	Item Number	Description	Unit	Price	
1	LABOR -HIR	LABOR-HIR	EACH	4,500.00	4,500.00
1	TERP	TEXAS EMISSION REDUCTION PROGRAM	EACH	74.25	74.25
	Electrician charge to wire in ATS and				

CONTINUED

CUSTOMER MUST CALL FOR PICK UP AND OBTAIN A PICK UP NUMBER | **EQUIPMENT USAGE ALLOWED, 8HRS DAY 40HR WEEK, 160 HRS 4-WEEK, OT WILL APPLY** | **CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES, REPAIRS OR TIRE REPAIRS**

X _____ _____

CUSTOMER SIGNATURE **DATE** **NAME PRINTED**

CONDITIONS OF RENTAL, READ FRONT & REVERSE SIDE

4 Week Bill

HOLT INDUSTRIAL RENTALS™

P.O. BOX 207916
SAN ANTONIO, TX 78220-7916
www.holtindustrialrentals.com

Contract #	**1492887-0002**	
Inv Date	02/12/25	
Due Date	**02/12/25**	
Date Out	01/15/25	8:00 AM
Billed Thru	02/12/25	
Customer #	**7001022**	
Total Amt	**$ 14,731.86**	

REMIT TO:
Holt Industrial Rentals
P.O. BOX 660118
DALLAS, TEXAS 75266-0118

TO VIEW AND PAY ONLINE GO TO:
http://hir.billtrust.com

USE THIS ENROLLMENT TOKEN:
DSP KDR RVT

CITY OF SAN BENITO
485 N SAM HOUSTON BLVD
SAN BENITO, TX 78586-4666

SHIPPING ADDRESS:
CITY OF SAN BENITO
SAN BENITO PD
601 N OSCAR WILLIAMS RD.
SAN BENITO, TX 78586
C#: 956-361-3800 J#: 956-361-3800

Job Location:
1325 S PADRE ISLAND DR, CORPUS CHRISTI

Ordered By:	Purchase Order Number:	Cust Job No:	Terms:
SAN, BENITO	BB740-24	1 - CITY OF SAN BENI	Due Upon Receipt
COI Policy Expiration Date:	**Holt Industrial Rentals Sales Rep:**	**Branch:**	**Delivery Driver Initials:**
	LUIS PEREZ	7303 - 7303 HIR CORPUS CHRISTI	

Qty	Equipment #	Cat-Class	Min	Day	Week	4 Week	Amount

SALES/MISC ITEMS:

Qty	Item Number	Description	Unit	Price	
1	ENV	ENVIRONMENTAL CHARGE	EACH	158.28	158.28
1	HEIT	HEAVY EQUIPMENT INVENTORY TAX	EACH	8.91	8.91

Electrician charge to wire in ATS and

DELIVERY CHARGE 960.00

Subtotal:	13,615.44
Sales Tax:	1,116.42
Total:	**14,731.86**

Call Al when 30 minutes out
Al 956-556-0020
BILLED FOR FOUR WEEKS 1/15/25 THRU 2/12/25 08:00 AM

CONTINUED

CUSTOMER MUST CALL FOR PICK UP AND OBTAIN A PICK UP NUMBER

EQUIPMENT USAGE ALLOWED, 8HRS DAY 40HR WEEK, 160 HRS 4-WEEK, OT WILL APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES, REPAIRS OR TIRE REPAIRS

X _____ _____ _____

CUSTOMER SIGNATURE **DATE** **NAME PRINTED**

CONDITIONS OF RENTAL, READ FRONT & REVERSE SIDE

HOLT
INDUSTRIAL RENTALS™

P.O. BOX 207916
SAN ANTONIO, TX 78220-7916
www.holtindustrialrentals.com

Rental Invoice

Contract #	**1492887-0003**	
Inv Date	03/04/25	
Due Date	**03/04/25**	
Date Out	01/15/25	8:00 AM
Date In	02/28/25	7:26 AM
Customer #	**7001022**	
Total Amt	**$ 9,399.74**	

REMIT TO:
Holt Industrial Rentals
P.O. BOX 660118
DALLAS, TEXAS 75266-0118

TO VIEW AND PAY ONLINE GO TO:
http://hir.billtrust.com

USE THIS ENROLLMENT TOKEN:
DSP KDR RVT

CITY OF SAN BENITO
485 N SAM HOUSTON BLVD
SAN BENITO, TX 78586-4666

SHIPPING ADDRESS:
CITY OF SAN BENITO
SAN BENITO PD
601 N OSCAR WILLIAMS RD.
SAN BENITO, TX 78586
C#: 956-361-3800 J#: 956-361-3800

Job Location: 1325 S PADRE ISLAND DR, CORPUS CHRISTI

Ordered By:	Purchase Order Number:	Cust Job No:	Terms:
SAN, BENITO	BB740-24	1 - CITY OF SAN BENI	Due Upon Receipt
COI Policy Expiration Date:	**Holt Industrial Rentals Sales Rep:**	**Branch:**	**Delivery Driver Initials:**
	LUIS PEREZ	7303 - 7303 HIR CORPUS CHRISTI	

Qty	Equipment #	Cat-Class	Min	Day	Week	4 Week	Amount
1	700675	520-2400		550.00	1,650.00	4,950.00	4,400.00
	200 KW (250 KVA) TOW GENERATOR						
	Make: CAT Model: XQ230BM Serial#: 0CK200689						
	HR OUT1: 1219.30 HR IN1: 1271.50 TOTAL: 52.19						
	**********BUY BOARD #740-24*******						
5	9461810	946-1810		11.00	32.00	96.00	430.00
	4/0 CABLE 50' CAM						
11	9461860	946-1860		2.00	5.00	15.00	154.00
	4/0 CABLE MALE TAIL CAM						
11	9461870	946-1870		2.00	5.00	15.00	154.00
	4/0 CABLE FEMALE TAIL CAM						
1	9461670	946-1670		6.00	18.00	54.00	48.00
	L530 SHORE POWER FEMALE TAIL 50'						
1	701101	946-8120		350.00	700.00	2,100.00	2,100.00
	1200 AMP ATS						
	Make: TRYSTAR Model: DITP1.J5-A-G-A2 Serial#: PWDA231200009612						

SALES/MISC ITEMS:

Qty	Item Number	Description	Unit	Price	
123.14	DIESEL OFF	DIESEL OFF HIGHWAY	Gallon	6.00	738.84
1	TERP	TEXAS EMISSION REDUCTION PROGRAM	EACH	66.00	66.00
1	ENV	ENVIRONMENTAL CHARGE	EACH	145.72	145.72

CONTINUED

CUSTOMER MUST CALL FOR PICK UP AND OBTAIN A PICK UP NUMBER | **EQUIPMENT USAGE ALLOWED, 8HRS DAY 40HR WEEK, 160 HRS 4-WEEK, OT WILL APPLY** | **CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES, REPAIRS OR TIRE REPAIRS**

X _____
CUSTOMER SIGNATURE **DATE** **NAME PRINTED**

CONDITIONS OF RENTAL, READ FRONT & REVERSE SIDE

HOLT
INDUSTRIAL RENTALS™

P.O. BOX 207916
SAN ANTONIO, TX 78220-7916
www.holtindustrialrentals.com

Rental Invoice

Contract #	**1492887-0003**	
Inv Date	03/04/25	
Due Date	**03/04/25**	
Date Out	01/15/25	8:00 AM
Date In	02/28/25	7:26 AM
Customer #	**7001022**	
Total Amt	**$ 9,399.74**	

REMIT TO:
Holt Industrial Rentals P.O. BOX 660118 DALLAS, TEXAS 75266-0118
TO VIEW AND PAY ONLINE GO TO:
http://hir.billtrust.com
USE THIS ENROLLMENT TOKEN:
DSP KDR RVT

CITY OF SAN BENITO
485 N SAM HOUSTON BLVD
SAN BENITO, TX 78586-4666

SHIPPING ADDRESS:
CITY OF SAN BENITO
SAN BENITO PD
601 N OSCAR WILLIAMS RD.
SAN BENITO, TX 78586
C#: 956-361-3800 J#: 956-361-3800

Job Location:
1325 S PADRE ISLAND DR, CORPUS CHRISTI

Ordered By:	**Purchase Order Number:**	**Cust Job No:**	**Terms:**
SAN, BENITO	BB740-24	1 - CITY OF SAN BENI	Due Upon Receipt
COI Policy Expiration Date:	**Holt Industrial Rentals Sales Rep:**	**Branch:**	**Delivery Driver Initials:**
	LUIS PEREZ	7303 - 7303 HIR CORPUS CHRISTI	

Qty	Equipment #	Cat-Class	Min	Day	Week	4 Week	Amount

SALES/MISC ITEMS:

Qty	Item Number	Description	Unit	Price	
1	HEIT	HEAVY EQUIPMENT INVENTORY TAX	EACH	8.80	8.80
	PICKUP CHARGE				500.00
				Subtotal:	8,745.36
				Sales Tax:	654.38
				Total:	**9,399.74**

Call Al when 30 minutes out
Al 956-556-0020

CONTINUED

CUSTOMER MUST CALL FOR PICK UP AND OBTAIN A PICK UP NUMBER

EQUIPMENT USAGE ALLOWED, 8HRS DAY 40HR WEEK, 160 HRS 4-WEEK, OT WILL APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES, REPAIRS OR TIRE REPAIRS

X _____ _____ _____

CUSTOMER SIGNATURE **DATE** **NAME PRINTED**

CONDITIONS OF RENTAL, READ FRONT & REVERSE SIDE