



EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78539

REGULAR MEETING AGENDA
DECEMBER 19, 2023
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

- A. Prayer.
- B. Pledge of Allegiance.

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. MAYOR'S REPORT

- A. Move with the Mayor Recognition
- B. The Challenge RGV
- C. Hometown Heroes

5. PROCLAMATION/RECOGNITION

- A. Presentation of Proclamation Recognizing Beverly's Hardware Store for Serving the City of Edinburg for 75 Years. [Clarice Y. Balderas, City Secretary]

6. PUBLIC COMMENTS

The Mayor and City Council allow for a specific portion of the City Council Meeting to be dedicated to public comments. Public Comments are limited to three (3) minutes. Please note that this public comment period is not interactive. The City Council may not respond to public comments.

If a resident desires to make a public comment in person, please complete the Public Comments Form which will be located outside of the City Council Chambers and submit the completed form to the City Secretary prior to the commencement of the City Council Meeting. We ask for everyone's cooperation in following this procedure.

7. PRESENTATIONS AND REPORTS

- A.** Presentation Recognizing the 2023-2024 Mayor's Youth Advisory Council Members. [Clarice Y. Balderas, City Secretary]
- B.** Presentation by Dr. Martin Castillo, Jr., Executive Director of the Edinburg Housing Authority, Regarding the FY 2024-2025 Annual Public Housing Authority Plan. [Claudia Farias, Interim Director of Grants Administration]

8. PUBLIC HEARING

- A.** Hold Public Hearing and Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Division of Emergency Management and the Federal Emergency Management Agency Under the Fiscal Year 2023 Building Resilient Infrastructure and Communities Grant Program for Ebony Hills Drainage Improvements and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]

9. CONSENT AGENDA

All Matters Listed Under Consent Agenda Are Considered To Be Routine By The Governing Body And Will Be Enacted By One Motion. There Will Be No Separate Discussion Of These Items. If Discussion Is Desired, That Item Will Be Removed From The Consent Agenda And Will Be Considered Separately. With Regard To Any Item, The City Council May Take Various Actions; Including But Not Limited To Rescheduling An Item In Its Entirety For A Future Date Or Time. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

- A.** Consider Resolution Amending the Rio Grande Valley Metropolitan Planning Organization Thoroughfare Plan Removing Dawson Drive from Closner Boulevard to Veterans Boulevard. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]
- B.** Consider Resolution Authorizing the City Manager to Submit an Application to the Public Utility Commission (PUC) to Obtain Single Certification and Amend the City's Sewer Certificate of Convenience and Necessity (CCN) to Include the Owassa Area. [Gerardo Carmona Jr., P.E., Director of Utilities]
- C.** Consider Authorizing the City Manager to Enter Into a Standard Utility Agreement with the Texas Department of Transportation for the Relocation of the Existing Waterlines Along U.S. Highway 281. [Gerardo Carmona Jr., P.E., Utilities Director]
- D.** Consider Authorizing the City Manager to Enter into a Waterline Access Agreement with Sharyland Water Supply Corporation to Provide Fire Protection Services to Valencia Trails Phase I Subdivision. [Gerardo Carmona Jr, P.E., Director of Utilities]
- E.** Consider Awarding the City of Edinburg's Fiscal Year 2022-2023 Audit to Cascos & Associates, PC, in the Amount of \$86,900.00, with the Option for Two (2) Additional Years, and Authorize the City Manager to Negotiate and Enter Into an Engagement Letter Relating Thereto. [Ascencion Alonzo, Director of Finance]
- F.** Consider Authorizing the Purchase of Rescue Airbags from Municipal Emergency Services Through the Texas Local Government Purchasing Cooperative (Buy Board) Contract No. 603-23, in the Amount Not to Exceed \$44,758.05.[Omar Garza, Fire Chief]
- G.** Consider Approving the Renewal of Google Workspace Email Services from SADA Systems, Inc.

through Department of Information Resources (DIR) Contract DIR-TSO-4162, in the Amount of \$236,601.00. [Daniel Vera, Director of Information Technology].

- H. Consider Approving the City Council Minutes for the following: 2023 Regular Meetings: October 03, 2023, and October 17, 2023. [Clarice Y. Balderas, City Secretary]
- I. Consider Authorizing the Disposition of Approximately 24 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]
- J. Consider Authorizing the City Manager to Renew an Interlocal Agreement Between the City of Brownsville, Texas; the City of McAllen, Texas; the City of Pharr, Texas; and the City of Edinburg, Texas, Regarding a Mutual Aid (Burglary and Theft of Motor Vehicle) Law Enforcement Task Force to Cooperate in Certain Criminal Investigations. [Jaime Ayala, Chief of Police]
- K. Consider Authorizing the Purchase of 190 NIJ Level III Rifle-Resistant Vests and 380 Rifle-Resistant Plates from Galls, LLC. Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No 670-22 in the Amount of \$317,110.00. [Jaime Ayala, Chief of Police]
- L. Consider Authorizing the Purchase of Two (2) TruNarc, Handheld Narcotic Analytical Instruments from Thermo Scientific Portable Analytical Instruments Inc. Through the U.S. General Services Administration, (GSA) Contract No. GS-07F-6099R in the Amount of \$51,445.28. [Jaime Ayala, Chief of Police]
- M. Consider Authorizing the Purchase of 145 Yellow X26P Tasers, 300 15 FT Standard Cartridges Per Year for the Next 5 Years, and 145 X26P Standard Battery Packs Through Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 648-21, in the Amount of \$64,039.50 for the Next 5 years for a Total of \$320,197.50. [Jaime Ayala, Chief of Police]

10. OTHER BUSINESS

- A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]

11. EXECUTIVE SESSION

The City Council will convene in Executive Session, in accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

- A. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property related to a Workforce Development Center. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
- B. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property related to Project Health. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
- C. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property related to Project Swap. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding

Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

- D. Consultation with City Attorney and Possible Action Regarding Construction Contracts. (§551.071. Consultation with Attorney; Closed Meeting; §551.087).
- E. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property related to drainage facilities. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
- F. Discussion and Possible Action Regarding Ratification of EEDC Agreements regarding: Project Napoleon Dynamite, Project Aluminum Foil. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
- G. Consultation with City Attorney and Possible Action Regarding Reimbursement Agreement with Cuatro Noventa. (§551.071. Consultation with Attorney; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

OPEN SESSION

The City Council will convene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open meetings, Subchapter E, Procedures Relating to Closed Meeting, §551.102, Requirement to Vote or Take Final Action in Open Meeting.

12. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on December 15, 2023 at 6:30 p.m.

By: /s/ Clarice Y. Balderas
Clarice Y. Balderas, City Secretary
City of Edinburg, Texas

Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 19, 2023

PROCLAMATION/RECOGNITION

Agenda Item No: 5.A.

Beverly's Hardware Store

1. Agenda Item:

Presentation of Proclamation Recognizing Beverly's Hardware Store for Serving the City of Edinburg for 75 Years. [Clarice Y. Balderas, City Secretary]

2. Description:

Beverly's Hardware is all about serving the community and the Rio Grande Valley with fair prices and quality products and the hard-working team at Beverly's Hardware welcomes everyone with good old-fashioned customer service.

The City of Edinburg City Council would like to recognize Beverly's Hardware for 75 years of great service to the City of Edinburg, and wish them success for many years to come.

3. Staff's Recommendation:

Present a Proclamation Recognizing Beverly's Hardware for it's many years of great service to the City of Edinburg and the surrounding communities.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria E. Ortiz

Administrative Assistant

Attachments:

A. Proclamation: Beverly's Hardware

PROCLAMATION



BEVERLY'S HARDWARE 715 E. UNIVERSITY DR. EDINBURG, TX.

WHEREAS, Beverly's Hardware, is celebrating 75 years of serving the City of Edinburg; and,

WHEREAS, in 1947 Beverly's Hardware was established by Mr. Don Beverly, as a business, and as an army surplus store serving the community and the Bracero program; and,

WHEREAS, in 1975, Mr. Beverly's son James Beverly took over the business and slowly transitioned the business into a hardware store; and,

WHEREAS, 1987, Joe Lopez Jr. began working at Beverly's Hardware during his sophomore year in high school through the co-op program; and,

WHEREAS, on October 2010 after working and managing the business for twenty-two years Mr. Joe Lopez Jr. purchased Beverly's Hardware; and,

WHEREAS, Mr. Lopez is pleased to continue the tradition of what Beverly's Hardware is all about serving the community and the Rio Grande Valley with fair prices and quality products; and,

WHEREAS, Mr. Lopez and the hard-working team at Beverly's Hardware welcomes everyone with good old-fashion customer service; and,

WHEREAS, the Edinburg City Council would like to commemorate the 75st Anniversary of Beverly's Hardware in Edinburg, Texas. May this recognition serve to increase their success for many years to come.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize:

BEVERLY'S HARDWARE 715 E. UNIVERSITY DR. EDINBURG, TEXAS

and urge everyone to celebrate their many years of dedication and service in the City of Edinburg.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 19th day of December, 2023.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 19, 2023

PRESENTATIONS AND REPORTS

Agenda Item No: 7.A.

Mayor's Youth Advisory Council Members

1. Agenda Item:

Presentation Recognizing the 2023-2024 Mayor's Youth Advisory Council Members. [Clarice Y. Balderas, City Secretary]

2. Description:

The Mayor's Youth Advisory Council (MYAC) was created to include the perspective of the City's youth by becoming engaged in establishing the future of the City. The goal is to provide the City's youth with an understanding of the operations of a municipal government, such as drainage, development, and public safety. Other areas of involvement include advocating for the expansion of higher education and other crucial areas that may affect their future. MYAC provides Edinburg's young generation the necessary tools, such as training and trust, to apply their creativity and skills to better their community, by allowing them to have a voice in their local government.

The Edinburg City Council would like to recognize the 2023-2024 Mayor's Youth Advisory Council and emphasize that new and innovative ideas and projects can be achieved by inviting new and young minds to participate, while giving them leadership skills, experience, confidence, and support to succeed in their future.

The 2023-2024 Edinburg 2040 Mayor's Youth Advisory Council Members are as follows:

Edinburg High School: Andres Valdez, Diego Salas, Estafani Salazar, Jose Resendez, Rebecca Ayala, Rita Cruz, and Viely Barron

Economedes High School: Sarah Lopez, Jimena Pinon

Robert Vela High School: Anna Faz, Julian, Salazar, Bryson Whitlow, Christopher Neuse, Lianne DeVera, and Nicolas Cantu

UTRGV Collegiate High School: Aideen Guerrero, Amanda Sotelo, Celeste Paz, Cesar Paras, and Natally Umana

Vanguard Academy: Aresti Morales, Dariela Gonzalez, Eli Hibrands, Fatima Constantino, Giselle Guajardo, and Jimena Rios

3. Staff's Recommendation:

Recognize the 2023-2024 Mayor's Youth Advisory Council Members.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 19, 2023

PRESENTATIONS AND REPORTS

Agenda Item No: 7.B.

Edinburg Housing Authority Plan

1. Agenda Item:

Presentation by Dr. Martin Castillo, Jr., Executive Director of the Edinburg Housing Authority, Regarding the FY 2024-2025 Annual Public Housing Authority Plan. [Claudia Farias, Interim Director of Grants Administration]

2. Description:

Dr. Castillo will make a presentation to the City Council regarding the Edinburg Housing Authority's (EHA) FY 2024-2025 Annual Public Housing Authority Plan to be submitted to the U.S. Department of Housing and Urban Development (HUD). The plan has been reviewed by Ms. Michelle Mendoza, Compliance Manager, to ensure that it is in accordance with the housing needs of the City's 5-Year Plan. The Certification for such is to be executed by the Mayor and submitted to HUD.

3. Staff's Recommendation:

Presentational purposes only for EHA update to the City Council.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Michelle Mendoza,
Compliance Manager

Attachments:

A. EHA Annual Plan 4.2024



Edinburg Housing Authority

Serving Families Since 1949



November 29, 2023

Interoffice Memorandum

Michelle Mendoza
CDBG Grants Management
Compliance Manager
City of Edinburg
Po Box 1079
Edinburg, TX 78540

Subject: Updated Annual Plan

Please find attached the EHA's updated annual plan.
Enclosed form HUD-50077SL requiring the Mayor for signature.

Your assistance is very much appreciated.

Dr. Martin Castillo Jr.
Executive Director



EDINBURG HOUSING AUTHORITY

Serving Families Since 1949



Table of Contents

Annual Plan - for FY Beg 4/2024
HUD-50075-ST Annual Plan
Resolution # 2023-23

Certification Pages:

<u>Board</u> a) Certification PHA Compliance	Hud-50077
b) Civil Rights	Hud-50077-CR
<u>ED</u> c) Drug Free Workplace	Hud-50070
d) Certification of Payments	Hud-50071
e) Lobbying Activities	LLL
f) Certification of Public Hearing letter to field office	
<u>City</u> g) Certification Local Official HUD-50077-SL	

Additional Items:

- *Statement of Substantial Deviation
- *Statement of Significant Amendment
- *Deconcentration Policy
- *Resident Public Hearing Notice and
- *Edinburg Public Comments Notice
- *Resident Advisory Board Comments and Challenged Elements **October 2023
- *Sign in sheets of Attendance to Resident Meetings
- *Policy regarding outside areas of low income and minority concentration (Section 8)

Annual PHA Plan <i>(Standard PHAs and Troubled PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 03/31/2024
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. The Form HUD-50075-ST is to be completed annually by **STANDARD PHAs** or **TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.																																
A.1	PHA Name: <u>Edinburg Housing Authority</u> PHA Code: <u>TX062</u> PHA Type: ☒ Standard PHA ☐ Troubled PHA PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>04/2024</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>325</u> Number of Housing Choice Vouchers (HCVs) <u>1117</u> Total Combined Units/Vouchers <u>1442</u> PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission Availability of Information. PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. ☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) <table border="1" data-bbox="235 1459 1461 1890"> <thead> <tr> <th data-bbox="235 1459 495 1522" rowspan="2">Participating PHAs</th> <th data-bbox="495 1459 617 1522" rowspan="2">PHA Code</th> <th data-bbox="617 1459 901 1522" rowspan="2">Program(s) in the Consortia</th> <th data-bbox="901 1459 1161 1522" rowspan="2">Program(s) not in the Consortia</th> <th colspan="2" data-bbox="1161 1459 1299 1522">No. of Units in Each Program</th> </tr> <tr> <th data-bbox="1161 1522 1299 1543">PH</th> <th data-bbox="1299 1522 1461 1543">HCV</th> </tr> </thead> <tbody> <tr> <td data-bbox="235 1543 495 1627">Lead PHA:</td> <td data-bbox="495 1543 617 1627"></td> <td data-bbox="617 1543 901 1627"></td> <td data-bbox="901 1543 1161 1627"></td> <td data-bbox="1161 1543 1299 1627"></td> <td data-bbox="1299 1543 1461 1627"></td> </tr> <tr> <td data-bbox="235 1627 495 1711"></td> <td data-bbox="495 1627 617 1711"></td> <td data-bbox="617 1627 901 1711"></td> <td data-bbox="901 1627 1161 1711"></td> <td data-bbox="1161 1627 1299 1711"></td> <td data-bbox="1299 1627 1461 1711"></td> </tr> <tr> <td data-bbox="235 1711 495 1795"></td> <td data-bbox="495 1711 617 1795"></td> <td data-bbox="617 1711 901 1795"></td> <td data-bbox="901 1711 1161 1795"></td> <td data-bbox="1161 1711 1299 1795"></td> <td data-bbox="1299 1711 1461 1795"></td> </tr> <tr> <td data-bbox="235 1795 495 1879"></td> <td data-bbox="495 1795 617 1879"></td> <td data-bbox="617 1795 901 1879"></td> <td data-bbox="901 1795 1161 1879"></td> <td data-bbox="1161 1795 1299 1879"></td> <td data-bbox="1299 1795 1461 1879"></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																							
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Lead PHA:																																	

B.	Plan Elements
B.1	Revision of Existing PHA Plan Elements. (a) Have the following PHA Plan elements been revised by the PHA? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Operation and Management. ☐ ☒ Grievance Procedures. ☐ ☒ Homeownership Programs. ☐ ☒ Community Service and Self-Sufficiency Programs. ☐ ☒ Safety and Crime Prevention. ☐ ☒ Pet Policy. ☐ ☒ Asset Management. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification. (b) If the PHA answered yes for any element, describe the revisions for each revised element(s): (c) The PHA must submit its Deconcentration Policy for Field Office review.
B.2	New Activities. (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☒ ☐ Hope VI or Choice Neighborhoods. ☒ ☐ Mixed Finance Modernization or Development. ☒ ☐ Demolition and/or Disposition. ☒ ☐ Designated Housing for Elderly and/or Disabled Families. ☒ ☐ Conversion of Public Housing to Tenant-Based Assistance. ☒ ☐ Conversion of Public Housing to Project-Based Assistance under RAD. ☐ ☒ Occupancy by Over-Income Families. ☐ ☒ Occupancy by Police Officers. ☒ ☐ Non-Smoking Policies. ☒ ☐ Project-Based Vouchers. ☒ ☐ Units with Approved Vacancies for Modernization. ☒ ☐ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan. <u>Choice Neighborhoods.</u> Should the opportunity become available, EHA will coordinate with the City and other applicable public and private entities to apply for the Choice Neighborhood Grant. <u>Mixed Finance Modernization or Development</u> EHA will accept new opportunities to acquire additional mixed finance developments if the opportunity becomes available. <u>Demolition and/or Disposition.</u> EHA will conduct feasibility studies of its public housing properties to determine whether demolition/disposition is needed. <u>Designated Housing for Elderly and/or disabled Families</u> EHA is building 36 additional public housing units for families of one and zero bedrooms. Elderly and or Disabled Families may apply for occupancy. <u>Conversion of Public Housing to Tenant-Based Assistance</u> EHA will consider opportunities to convert public housing to Tenant Based Assistance if needed. <u>Conversion of Public Housing to Project-Based Assistance under RAD.</u> EHA will consider opportunities to convert public housing to RAD if feasible.

	Occupancy by Police Officers EHA will consider offering a PH unit(s) to local law enforcement officer(s) to help deter crime. Non-Smoking Policies. EHA has adopted a non-smoking policy on all properties (curb to curb) and may implement new activities if enforcement is needed. Project Based Voucher EHA will verify eligibility for Project Based Vouchers and apply when available. Units with Approved Vacancies for Modernization Modernization of vacated units will be done if and when units require additional rehabilitation. Notice of any possible modernization will be communicated to residents, EHA will continue to do asbestos removals as needed. Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). The EHA may apply for CFP and other grants that are available for the purpose of improving the overall condition of public housing properties.										
B.3	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan. The Edinburg Housing Authority is meeting its Mission and Goals by providing the following programs/activities: - We are currently working with Region One to provide ESL and GED opportunities for our residents. - The agency has an ongoing partnership with AARP (American Association of Retired Persons) that allows 55 and older persons to be employed. - Recently this year the agency partnered with AmeriCorps to provide part time jobs to our elderly residents with the Senior Companionship Program which provides a stipend to the participant. The stipend will help them financially and increase self esteem of our elderly community. - EHA currently in communication with banking institution to provide financial literacy classes to all the residents. The classes will enable the residents to become more budget minded and financially responsible citizens. Financial literacy education may lead to future homeownership opportunities. Progress: Eha is currently providing ESL, GED, adult literacy and job training opportunities for families residing in public housing and participating in the HCV program. Create partnerships to maximize available community resources for our residents (example - AARP, Americorp's) Meet federal, state, and local mandates efficiently and effectively. EHA takes great pride in serving the needs of low-income families and do our best to: Increase the availability of satisfactory, safe, and affordable housing. Ensure equal opportunity Housing. Promote self-sufficiency and asset development. Improve community quality of life and economic viability. Goals and Objectives. EHA will apply for Housing Choice Vouchers and tenant protection vouchers when the EHA is eligible. The EHA is eligible and has received emergency housing vouchers and has housed qualified applicants. The EHA will quantify goals and objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next year. <table border="1"> <thead> <tr> <th>Goals</th><th>Objectives</th></tr> </thead> <tbody> <tr> <td>EHA will increase the availability of decent, safe, and affordable housing in both programs, Section 8 and Public Housing, Implement self-sufficiency/home ownership participation and bridge the digital divide.</td><td>EHA will open and close the waiting lists as needed. EHA will promote income growth employment opportunities, supportive resources, income self-sufficiency, and possible homeownership. EHA will increase participation of landlords located outside areas of poverty or minority concentration. Bridge the digital divide by creating partnerships with internet service providers which will result in affordable connectivity programs for residents to improve their income and educational advancement opportunities.. Encourage and invite residents to participate in EHA activities for residents to complete their community service hours. Offer onsite ESL/GED classes to residents at no cost.</td></tr> <tr> <td>EHA will apply for Housing Choice Vouchers, VASH, Tenant Protection and other vouchers when EHA is eligible.</td><td>EHA will seek for additional funding to increase Section 8 leased units. The agency will research new funding opportunities such as VASH and will apply for additional Emergency Housing Vouchers if available.</td></tr> <tr> <td>EHA will evaluate Public Housing Properties to determine comprehensive rehabilitation and modernization. EHA will be proactive to hurricane preparedness initiatives.</td><td>EHA will procure a feasibility study for both GPNA & Energy audits to plan short and long term rehabilitation requirements. 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	EHA will continue to monitor management of Tax Credit properties and may assume management after staff training has been adequately met to undertake TDHCA reporting compliances. Reduce public housing vacancies and increase Section 8 leasing: improve operations/client satisfaction and scores (achieve and maintain high performer status).	EHA intends to train staff on current tax credit compliance reporting requirements to assume some of the property management responsibilities currently being done by the contracted property management firm. EHA will continue to seek additional make ready contractors to increase PH unit turnarounds. EHA will assign maintenance personnel to properties for preventative maintenance and reduce work order delays. Administration staff will monitor and complete its file management and unit inspections. The agency will train staff and conduct quality control of files, units, and staff performance to achieve high SEMAP/PHAS scores. The administration office will also continue providing resourceful opportunities for clients.
B.4	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. The EHA's most recent Hud approved 5 Year Action Plan for 2022-2026 in Epic was approved by HUD on August 17, 2023 by Joseph Uviedo.	
B.5	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N ☐ ☒ b) If yes, please describe: : None for the fiscal year ending 03.31.23 is in progress at this time.	
C.	Other Document and/or Certification Requirements.	
C.1	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) have comments to the PHA Plan? Y N ☒ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.	
C.2	Certification by State or Local Officials. Form HUD-50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.	
C.3	Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.	
C.4	Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y N ☐ ☒ If yes, include Challenged Elements.	

C.5	Troubled PHA. (a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place? Y N N/A ☐ ☐ ☒ (b) If yes, please describe:				
D.	Affirmatively Furthering Fair Housing (AFFH).				
D.1	Affirmatively Furthering Fair Housing (AFFH). Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item. <table border="1" data-bbox="250 968 1453 1457"> <tr> <td data-bbox="250 968 1453 1010"> Fair Housing Goal: </td></tr> <tr> <td data-bbox="250 1010 1453 1457"> <u><i>Describe fair housing strategies and actions to achieve the goal</i></u> Below is a report on the progress the PHA has made in meeting the goals and objectives described in the previous Annual Plan. EHA continued to have the waiting list open for public housing and section 8. Section 8 increased to approximately 99% of available vouchers leasable (ACC) and approximately 10 new landlords. EHA continues to provide Emergency Housing Vouchers for those who qualify. EHA has encouraged residents to seek employment via in person meetings with local Workforce Solutions, ESL classes during the school year, and printed literature on job opportunities and local universities/technical schools. EHA inspected all units on a monthly basis and has continued to abate public housing units as the units are vacated. All properties had a thorough tree trimming and removal of branches/trees that could damage the buildings in the event of high winds or rain. EHA continues to update security cameras throughout the public housing properties. A contractor for the construction of La Posada II is in progress to build 36 units. EHA employs at least one maintenance person per 50 units to avoid work order delays. EHA continues MOUs with city, county, state, and other local agencies. </td></tr> </table> <table border="1" data-bbox="250 1478 1453 1881"> <tr> <td data-bbox="250 1478 1453 1520"> Fair Housing Goal: </td></tr> <tr> <td data-bbox="250 1520 1453 1881"> <u><i>Describe fair housing strategies and actions to achieve the goal</i></u> </td></tr> </table>	Fair Housing Goal:	<u><i>Describe fair housing strategies and actions to achieve the goal</i></u> Below is a report on the progress the PHA has made in meeting the goals and objectives described in the previous Annual Plan. EHA continued to have the waiting list open for public housing and section 8. Section 8 increased to approximately 99% of available vouchers leasable (ACC) and approximately 10 new landlords. EHA continues to provide Emergency Housing Vouchers for those who qualify. EHA has encouraged residents to seek employment via in person meetings with local Workforce Solutions, ESL classes during the school year, and printed literature on job opportunities and local universities/technical schools. EHA inspected all units on a monthly basis and has continued to abate public housing units as the units are vacated. All properties had a thorough tree trimming and removal of branches/trees that could damage the buildings in the event of high winds or rain. EHA continues to update security cameras throughout the public housing properties. A contractor for the construction of La Posada II is in progress to build 36 units. EHA employs at least one maintenance person per 50 units to avoid work order delays. EHA continues MOUs with city, county, state, and other local agencies.	Fair Housing Goal:	<u><i>Describe fair housing strategies and actions to achieve the goal</i></u>
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Instructions for Preparation of Form HUD-50075-ST Annual PHA Plan for Standard and Troubled PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

- A.1 Include the full PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning (MM/YYYY), PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. (24 CFR §903.23(4)(c))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Plan Elements. All PHAs must complete this section.

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no." (24 CFR §903.7)

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR §5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR §903.7(a))

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA's reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b)) Describe the PHA's admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA's policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. (24 CFR §903.7(b)) Describe the PHA's procedures for maintain waiting lists for admission to public housing and address any site-based waiting lists. (24 CFR §903.7(b)). A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b)) Describe the unit assignment policies for public housing. (24 CFR §903.7(b))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d))

☐ **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance and management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA. (24 CFR §903.7(e))

☐ **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants. (24 CFR §903.7(f))

☐ **Homeownership Programs.** A description of any Section 5h, Section 32, Section 8y, or HOPE I public housing or Housing Choice Voucher (HCV) homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

☐ **Community Service and Self Sufficiency Programs.** Describe how the PHA will comply with the requirements of (24 CFR §903.7(l)). Provide a description of: 1) Any programs relating to services and amenities provided or offered to assisted families; and 2) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs subject to Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135) and FSS. (24 CFR §903.7(l))

☐ **Safety and Crime Prevention (VAWA).** Describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must provide development-by-development or jurisdiction wide-basis: (i) A description of the need for measures to ensure the safety of

public housing residents: (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities. (24 CFR §903.7(m)) A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5))

☐ **Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

☐ **Asset Management.** State how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory. (24 CFR §903.7(q))

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the 'Sample PHA Plan Amendment' found in Notice PIH-2012-32 REV-3, successor RAD Implementation Notices, or other RAD Notices.

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b))

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **HOPE VI or Choice Neighborhoods.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Choice Neighborhoods; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI or Choice Neighborhoods is a separate process. See guidance on HUD's website at:

https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6. (Notice PIH 2011-47)

☐ **Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at:

https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6/mfph#4

☐ **Demolition and/or Disposition.** With respect to public housing only, describe any public housing development(s), or portion of a public housing development projects, owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition approval under section 18 of the 1937 Act (42 U.S.C. 1437p); and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA's last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. Approval of the PHA Plan does not constitute approval of these activities. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

☐ **Designated Housing for Elderly and Disabled Families.** Describe any public housing projects owned, assisted or operated by the PHA (or portions thereof), in the upcoming fiscal year, that the PHA has continually operated as, has designated, or will apply for designation for occupancy by elderly and/or disabled families only. Include the following information: 1) development name and number; 2) designation type; 3) application status; 4) date the designation was approved, submitted, or planned for submission; 5) the number of units affected and; 6) expiration date of the designation of any HUD approved plan. **Note:** The application and approval process for such designations is separate from the PHA Plan process, and PHA Plan approval does not constitute HUD approval of any designation. (24 CFR §903.7(i)(C))

☐ **Conversion of Public Housing under the Voluntary or Mandatory Conversion programs.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. (24 CFR §903.7(j))

☐ **Conversion of Public Housing under the Rental Assistance Demonstration (RAD) program.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to Project-Based Rental Assistance or Project-Based Vouchers under RAD. See additional guidance on HUD's website at: Notice PIH 2012-32 REV-3, successor RAD Implementation Notices, and other RAD notices.

☐ **Occupancy by Over-Income Families.** A PHA that owns or operates fewer than two hundred fifty (250) public housing units, may lease a unit in a public housing development to an over-income family (a family whose annual income exceeds the limit for a low income family at the time of initial occupancy), if all the following conditions are satisfied: (1) There are no eligible low income families on the PHA waiting list or applying for public housing assistance when the unit is leased to an over-income family; (2) The PHA has publicized availability of the unit for rental to eligible low income families, including publishing public notice of such availability in a newspaper of general circulation in the jurisdiction at least thirty days before offering the unit to an over-income family; (3) The over-income family rents the unit on a month-to-month basis for a rent that is not less than the PHA's cost to operate the unit; (4) The lease to the over-income family provides that the family agrees to vacate the unit when needed for rental to an eligible family; and (5) The PHA gives the over-income family at least thirty days notice to vacate the unit when the unit is needed for rental to an eligible family. The PHA may incorporate information on occupancy by over-income families into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD's website at: Notice PIH 2011-7. (24 CFR 960.503) (24 CFR 903.7(b))

☐ **Occupancy by Police Officers.** The PHA may allow police officers who would not otherwise be eligible for occupancy in public housing, to reside in a public housing dwelling unit. The PHA must include the number and location of the units to be occupied by police officers, and the terms and conditions of their tenancies; and a statement that such occupancy is needed to increase security for public housing residents. A "police officer" means a person determined by the PHA to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify. The PHA may incorporate information on occupancy by police officers into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD's website at: [Notice PIH 2011-7](#). (24 CFR 960.505) (24 CFR 903.7(b))

☐ **Non-Smoking Policies.** The PHA may implement non-smoking policies in its public housing program and incorporate this into its PHA Plan statement of operation and management and the rules and standards that will apply to its projects. See additional guidance on HUD's website at: [Notice PIH 2009-21](#) and [Notice PIH-2017-03](#). (24 CFR §903.7(c))

☐ **Project-Based Vouchers.** Describe any plans to use Housing Choice Vouchers (HCVs) for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 983.57(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan (24 CFR §903.7(b)).

☐ **Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with [24 CFR §990.145\(a\)\(1\)](#).

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

For all activities that the PHA plans to undertake in the current Fiscal Year, provide a description of the activity in the space provided.

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

B.4 Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section (24 CFR §903.7(g)). To comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan in EPIC and the date that it was approved. PHAs can reference the form by including the following language in the Capital Improvement section of the appropriate Annual or Streamlined PHA Plan Template: "See Capital Fund 5 Year Action Plan in EPIC approved by HUD on XX/XX/XXXX."

B.5 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements.

C.1 Resident Advisory Board (RAB) comments. If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

C.2 Certification by State or Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154 or 24 CFR 5.160(a)(3) as applicable; (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations, impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).

C.4 Challenged Elements. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

C.5 Troubled PHA. If the PHA is designated troubled, and has a current MOA, improvement plan, or recovery plan in place, mark "yes," and describe that plan. Include dates in the description and most recent revisions of these documents as attachments. If the PHA is troubled, but does not have any of these items, mark "no." If the PHA is not troubled, mark "N/A." (24 CFR §903.9)

D. Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing" Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan.

Public reporting burden for this information collection is estimated to average 7.52 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Certification Pages

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or x Annual PHA Plan for the PHA fiscal year beginning 04/2024, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

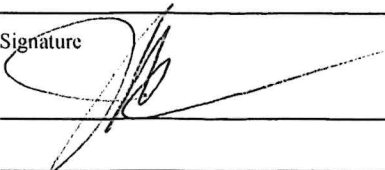
Edinburg Housing Authority
PHA Name

TX062
PHA Number/HA Code

x Annual PHA Plan for Fiscal Year 2024/2025

N/A 5-Year PHA Plan for Fiscal Years 4/2024 – 3/2028

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official	Title
Jose Rodriguez	Vice Chairman
Signature	Date
	11/28/2023

Civil Rights Certification (Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 3/31/2024

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the fiscal year beginning 04/2024 in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the mission, goals, and objectives of the public housing agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.

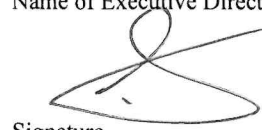
Edinburg Housing Authority
PHA Name

TX062
PHA Number/HA Code

I hereby certify that all the statement above, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Executive Director: Dr. Martin Castillo Jr.

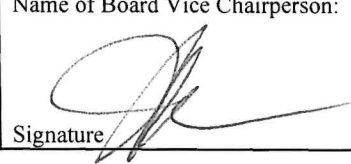
Name of Board Vice Chairperson: Jose Rodriguez



Signature

Date

11/28/2023



Signature

Date

11/28/23

The United States Department of Housing and Urban Development is authorized to collect the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 *et seq.*, and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. The information is collected to ensure that PHAs carry out applicable civil rights requirements.

Public reporting burden for this information collection is estimated to average 0.16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

EDINBURG HOUSING AUTHORITY

Program/Activity Receiving Federal Grant Funding

LOW RENT PROGRAM

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official
Dr. Martin Castillo Jr

Title
Executive Director

Signature

Date

X

11/28/23

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

EDINBURG HOUSING AUTHORITY

Program/Activity Receiving Federal Grant Funding

LOW RENT PROGRAM

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

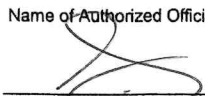
I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

 Dr. Martin Castillo

Executive Director



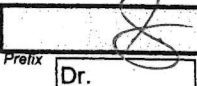
11/28/2023

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

Review Public Burden Disclosure Statement

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☒ Prime ☐ SubAwardee * Name: <u>Edinburg Housing Authority</u> * Street 1: <u>910 South Sugar Road</u> Street 2: _____ * City: <u>Edinburg</u> State: <u>TX</u> Zip: <u>78539</u> Congressional District, if known: <u>4C Texas - 15th</u>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: <u>Public and Indian Housing and Urban Development</u>	7. * Federal Program Name/Description: _____ CFDA Number, if applicable: <u>14.850</u>	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ <u>1,200,000 estimate</u>	
10. a. Name and Address of Lobbying Registrant: Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature:  * Name: Prefix _____ * First Name <u>Martin</u> Middle Name _____ * Last Name <u>Castillo</u> Suffix <u>Jr.</u> Title: <u>Executive Director</u> Telephone No.: <u>956-383-3839</u> Date: <u>11/29/2019</u>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)



EDINBURG HOUSING

Serving Families Since 1949



November 14, 2023

Certification of Public Hearing

David Pohler
US Dept. of Housing and Development
Hipolita Garcia Post Office and Courthouse
Public Housing Division
615 east Houston Street Suite 347
San Antonio, TX 78205

Subject: Certification of public hearing - Annual Plan Fiscal Year 4/2024

I hereby certify that the Edinburg Housing Authority held a public hearing in compliance with 24 CFR Part 905 on November 13, 2023.

Dr. Martin Castillo Jr.
Executive Director

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2024

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Ramiro Garza Jr., the Mayor of the City of Edinburg
Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal years _____ and/or Annual PHA Plan for fiscal year
2024-2025 of the Edinburg Housing Authority is consistent with the
PHA Name

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair
Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

City of Edinburg

Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR § 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or
State Consolidated Plan.

The consolidated plan is consistent with the mission of the Housing Authority City of Edinburg. A
public agency whose business is to: Ensure that safe, quality, affordable housing opportunities exist
for families of low-income. Break the poverty cycle by serving as a catalyst for our residents to
become economically self-sufficient. Create meaningful partnerships to maximize available
community resources for our residents. Efficiently and effectively meet federal, state, and local
mandates.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will
prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official:	Title:
Ramiro Garza Jr.	Mayor, City of Edinburg
Signature:	Date:

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S.
Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information
are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to
ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing
instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD
may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.



EDINBURG HOUSING AUTHORITY

Serving Families Since 1949



Section B.1.(b)

2024/2025 Edinburg Housing Authority PHA Plan

STATEMENT OF SUBSTANTIAL DEVIATION

It is the intent of the Housing Authority of the City of Edinburg to adhere to the mission, goals and objectives outlined in the five-year strategic plan.

However, in the event of a substantial deviation the plan would be modified and re-submitted. The Edinburg Housing Authority defines a substantial deviation as any discretionary change in the EHA plans or policies which fundamentally alter the mission, goals or objectives of the Agency which require formal approval of the Board of Commissioners and resubmittal to HUD.

Statement of Significant Amendment

The EHA defines a Substantial Amendment and Substantial Deviation/Modification as any discretionary change in the EHA plans or policies which fundamentally alter the mission, goals or objectives of the Agency which require formal approval of the Board of Commissioners. At minimum, it shall include changes not previously included in the plan that involve demolition, disposition, Capital Fund Financing, development or mixed finance projects.

THE MONITOR

PUBLISHER'S AFFIDAVIT State of Texas County of Hidalgo

Norma I. Barras being duly sworn on
her oath states that she is the Legal Account
Representative of THE MONITOR, a daily
newspaper in Hidalgo County, and that the
attached notice did appear in the following
issues:

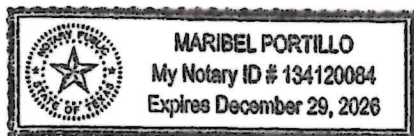
September 27, 2023

Norma I. Barras

*Subscribed and sworn to before me this the
30th day of September A.D. 2023*

Maribel Portillo

Notary Public, Hidalgo County



Edinburg Public Housing Resident Hearing

September 29, 2023, 10:00 a.m.
Ciro Trevino Administration Building
910 S. Sugar Road, Edinburg, TX 78539

September 29, 2023, 2:00 p.m.
El Jardin Community Center
504 N 22nd Street, Edinburg, TX 78541

The Housing Authority of the City of Edinburg
will hold a resident public hearing to solicit
comments from Edinburg residents for the PHA's
Annual (04/2024) Capital Fund Plan.

Edinburg Public Comments Hearing

November 13, 2023, Time: 10:00 a.m. & 2:00 p.m.
Ciro Trevino Administration Building
910 S. Sugar Road, Edinburg, TX

The Housing Authority of the City of Edinburg
will hold a public comments hearing to solicit
comments from Edinburg residents for the plan
referenced above. The plan being considered
will be available for review at Administration
Building and on our website www.edinburgha.org
or submit written comments via email to
accounting@edinburgha.org. (956-383-3839).

Resident Advisory Board Comments and Challenged Elements



EDINBURG HOUSING AUTHORITY

Serving Families Since 1949



Resident Advisory Board Comments and Challenged Elements Meetings

Annual Plan Meeting Minutes

Wednesday October 10, 2023 (5:00 P.M.) at La Posada

All residents invited – text messages sent and newspaper advertisement in the Monitor on 10.06.2023 (see attachment)

After welcoming the families and the presentation of staff members, the Five Year and Annual Plan was presented to attendees by Dr. Martin Castillo, Ms. Karla Trevino and Mr. Robert Hernandez. The list of agency activities noted on our Annual Plan was presented to residents and it was noted that our Action Plan also depends on the amount of HUD funding to our agency.

Annual Plan:

The discussion included the opening of the waiting lists for Low Rent Public Housing and Section 8. The importance of compliance to residents and participants reporting any changes in income. The agency is encouraging home ownership in both programs. The discussion was also made regarding exercising safety during post-pandemic. The proper procedures for pest control spraying inside the units and how the call in of work orders was being handled for routine and emergency work orders. The importance of housekeeping requirements to maintain a sanitary environment for family residents. Security cameras are being added/upgraded at all properties. A general overview of agency policies was discussed with opportunity for questions.

The following items were also discussed:

Capital Fund 5 Year Plan & Improvements:

As time permitted and further discussion entailed new and recent projects conducted: We discussed ongoing new construction at La Posada completion estimates and waiting list for that property. Door Replacements scheduled in the upcoming months.

We also discussed the list of Capital Fund Items as they are being submitted in Epic in regards to the five year plan. The list below is not an all inclusive list and other items listed here may be added:

Interior Rehabilitation:

Fire & safety, baseboards, tiling, handicap & 504, walls, cabinets, ceiling, painting, air conditioning/heating, countertops, showers, rewiring, insulation, sprinkler systems, doors w/hardware, toilets, vanity lavatory, tub/shower, sinks, lighting, plumbing.

Mitigation Required Items: Interior Floors and Windows. Agency is following its approved management plan for monitoring and removal of asbestos by state certified personnel.

Exterior Rehabilitation: Fencing, roofs, gutters, siding, fascia, hvac, foundations.

Equipment: Stoves & range hoods, water heaters, refrigerators, washers, dryers, bed bug extermination, security cameras/drone, playground, transformers, rewiring.

Site Improvements: Lighting & signage, sidewalks, pavement, carport, canopy, mailboxes. HVAC & Transformers, rewiring, playground, gas-water-sewer-electric lines, meters. Noise Barriers.



EDINBURG HOUSING AUTHORITY

Serving Families Since 1949



New Construction of Public Housing

The agency discussed the ongoing new construction at La Posada. The planned number of 36 units and determinate based on available funds to build. EHA has begun and in progress to build new units with the additional funds from the sale of Albores Courts, Capital Fund Grants, and any available Demolition Disposition Transition Funds.

Residents were asked if they would like to give suggestions of any additional items that they would like to see completed. Residents stated that they were happy with the list of items noted on our Action Plan, and also glad to about the overall progress on construction. EHA plans are to include door replacements, floor tiling at Ramirez, countertops, bathroom rehabs, among other activities agency wide.

Adjournment

There were no other questions or comments and meeting was brought to a close.

EHA staff in attendance: See attendance sheet for full list.

Resident Advisory Board Comments

Members of the Resident Advisory Board were present and stated that they were happy with the list of items on our Action Plan.

PHA Analysis of recommendations and decisions based on recommendations

The PHA considered the comments and recommendations made by the RAB. The plan as explained to them was very favorable. They had also commented that the work they have recently seen at the developments continue to make the appearance of the Public Housing properties much more attractive. The decision of the administration of Public Housing is to continue with the same agency goals, new construction of public housing, and work items recommended and discussed in the RAB meeting.



Edinburg Housing Authority

Serving Families since 1949



Resident Meeting

Subject: Annual Plan Review

Date: October 10, 2023

Time: 5:00 P.M.

	NAME	APT #	PHONE #
1.	Yessenia Guenero	Perla 31	(956) 309 2138
2.	Maria de la paz	Posada 71	956 576 5280
3.	Sanjuanita Medina	17	(956) 667 1252
4.	Altaíra Sanchez	El Warden 10	956 616 3279
5.	Aure Martinez	19 Posada 7	956 348 3662
6.	Azeneth Cazares	Posada 43	956 258 8326
7.	Sanjuanita Ruiz	# 15	956 414 4903
8.	Brisa Sanchez	# 29	956-414-0336
9.	Jilda Tanián	EHA	91
10.	Zulema Garcia	EHA	956-383-3839
11.	Karla Trevino	EHA	956-383-3839
12.	Dr. Marcos Contreras	EHA	956-383-3839
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			



Edinburg Housing Authority

Serving Families since 1949



Resident Meeting

Subject: Public Comments

Date: November 13, 2023

Time: 10:00 A.M.

NAME	APT #	PHONE #
1. Rich Christian, EHA		956 383 3839
2. Karla Trevino		(956) 383-3839
3. Robert Hernandez	EHA	(956) 383 3839
4. Martin Castillo, Jr	EHA	(956) 383 3839
5. Andrea Fgkstas		(956) 369-7759
6.		
7.		
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Edinburg Housing Authority

Serving Families since 1949



Resident Meeting

Subject: Public Comments

Date: November 13, 2023

Time: 2:00 P.M.

NAME	APT #	PHONE #
1. Rick Christian, EHA		956 383 3839
2. Karla Trevino		(956) 383-3839
3. Martin Castillo, Jr		956 383 3839
4. Robert Hamming		956 383 3839
5. Andrea Iglesias		(956) 369-7759
6.		
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II. OUTREACH TO FAMILIES AND OWNERS/LANDLORDS

A. FAMILY OUTREACH

The Section 8 office publicizes and disseminates information, as needed, concerning the availability and nature of housing assistance. Upon execution of an Annual Contributions Contracts (ACC) for additional units, the Section 8 office will publish in a newspaper of general circulation and other suitable means the availability and nature of housing assistance for very low-income families, unless application-taking has been suspended according to HUD regulation.

The Section 8 office may distribute fact sheets to the broadcast media. Personal contacts with the news media, community service personnel, and public service announcements will be handled by the Executive Director and/or Public Relations Director.

Upon receipt of new funding, the Section 8 office will review its current waiting list and determine whether outreach is needed and what types of outreach will be implemented.

Applicants and participants will be provided with:

- Information about general locations and characteristics of neighborhoods.
- A listing of available rental property. These listings show addresses, shopping centers, bus lines, amenities, deposit information, etc., as provided by owners/landlords.
- Information that they may choose any unit within the PHA's jurisdiction as long as the program requirements are met regarding the unit.
- Information on portability provisions that may be available in the Section 8 Housing Choice Voucher Program.
- A map which identifies areas of low-poverty and minority concentrations.

B. OWNER/LANDLORD OUTREACH

The Section 8 office will strive to maintain good relations with existing owners/landlords and will encourage new owners/landlords to participate and to make dwelling units available for leasing by eligible families in accordance with the Administrative Plan.

The PHA will use a comprehensive marketing effort described in the next section to recruit owners/landlords in areas that offer expanded opportunities to our participants.

In order to assure that owner/landlord outreach efforts are reaching owners/landlords with units outside areas of low-income and minority concentration, the PHA will evaluate new Request for Tenancy Approvals by determining if the address is in an area outside poverty/minority concentration.

The PHA may participate in community-based organization(s) comprised of private property and apartments/landlords and managers.

The PHA may conduct periodic meetings with participating owners/landlords to improve owner landlord relations and to recruit new owners/landlords.

Previous take-one, take-all requirements have been eliminated.

C. PROMOTING GREATER HOUSING OPPORTUNITIES FOR FAMILIES OUTSIDE AREAS OF LOW-INCOME AND MINORITY CONCENTRATION

1. A comprehensive marketing plan may be used to locate owners/landlords, as follows:
 - a. Un-impacted areas are identified.
 - b. Regular meetings are held with investors and other owner/landlord groups to explain the program and recruit owners/landlords. A presentation is given and written materials are distributed.
 - c. The rental stock in areas without concentration of very low-income and minority residents are surveyed to identify vacant units. The owners landlords and managers are contacted
 - d. Investors are recruited to purchase units in the identified areas and rent them to the Section 8 applicants and participants.
 - e. Apartment complex managers are recruited through meetings with manager associations and special training programs geared toward apartment management.
 - f. Ads and articles are placed in owner landlord, manager, and investor newsletters.
 - g. All Section 8 staff is required to adopt the customer service representative approach and implement the program accordingly.
 - h. Tax credit investors are monitored for proper participation to meet their responsibilities as participants using the Section 8 HCVP in conjunction with their other subsidies.
2. Mass media is used as needed.
3. Printed materials for owners landlords may consist of:
 - a. A one-page tri-fold handout; or
 - b. An owner landlord packet that describes all of the procedures as well as tips on how to be successful with the Section 8 HCVP.

VI. BRIEFING OF FAMILIES AND ISSUANCE OF HOUSING CHOICE VOUCHERS

A. BRIEFING NOTICES

Notices of the briefing session are sent to eligible candidates at least fourteen (14) days in advance of the briefing session. If the applicant fails to appear, he/she may be rescheduled for the next briefing session. If the applicant fails to appear a second time, the application will be withdrawn. The applicant family can reapply when the PHA is accepting applications.

B. CONTENTS OF THE BRIEFING

A family selected to participate in the PHA's tenant-based program will be provided an oral briefing.

1. The briefing shall include information on the following subjects:

- a. A description of how the program works;
- b. Family and owner/landlord responsibilities;
- c. Where the family may lease a unit, including renting a dwelling unit inside or outside the PHA's jurisdiction;
- d. An explanation of how portability works:

The PHA may not discourage the family from choosing to live anywhere in the PHA's jurisdiction, or outside the PHA's jurisdiction under portability procedures.

- e. An explanation of the advantages of moving to areas outside of poverty or minority concentration.
2. In briefing a family that includes any disabled person, the PHA shall take appropriate steps to ensure effective communication in accordance with 24 CFR 8.6.

C. CONTENTS OF BRIEFING PACKET

When a family is selected to participate in the program, the PHA will provide the family a packet that includes the following information:

1. The initial time to locate a unit and PHA policy on any extensions or suspensions of the term. If the PHA allows extensions, the packet must explain how the family can request an extension;

2. How the PHA determines the housing assistance payment for a family including prorated assistance for mixed families who have one or more ineligible family members according to the restrictions on assistance to non-citizen rule;
3. Payment standard and the PHA's Utility Allowance Schedule;
4. How the PHA determines the maximum rent for an assisted unit;
5. What the family should consider in deciding whether to lease a unit, including:
 - The condition of a unit;
 - Whether the rent is reasonable;
 - The cost of any resident-paid utilities and whether the unit is energy-efficient; and
 - The location of the unit, including proximity to public transportation, centers of employment, schools and shopping.
6. Where the family may lease a unit. For a family that qualifies to lease a unit outside the PHA's jurisdiction under portability procedures, the information packet must include an explanation of how portability works.
7. The HUD-required lease addendum. The lease addendum is the language that must be included in the lease;
8. The Request for Tenancy Approval form and an explanation of how to request PHA approval to lease a unit;
9. A statement of the PHA policy on providing information about a family to prospective owners/landlords;
10. PHA subsidy standards, including when the PHA will consider granting exceptions to the standards;
11. The HUD brochure on how to select a unit;
12. The HUD lead-based paint (LBP) brochure;
13. Information on Federal, state and local equal opportunity laws, and a copy of the housing discrimination complaint form;
14. A list of owners/landlords or other parties known to the PHA who may be willing to lease a unit to the family, or help the family find a unit;
15. Notice that if the family includes a disabled person, the family may request a current listing of accessible units known to the PHA that may be available;
16. Family Obligations under the program;

17. The grounds on which the PHA may terminate assistance for a participant family because of family action or failure to act;
18. PHA informal hearing procedures. This information shall describe when the PHA is required to give a participant family the opportunity for an informal hearing, and how to request a hearing;
19. A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families.
20. A list of properties or property management organizations that own or operate housing units outside areas of poverty or minority concentration;
21. HQS Checklist;
22. Procedures for notifying the PHA and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair;
23. Requirements for reporting changes between certifications; and
24. Information on security deposits.

D. EXTENSIONS AND SUSPENSIONS

1. The initial period to locate a unit expires at the end of sixty (60) days from the date of issuance of the voucher, unless the family has submitted a Request for Tenancy Approval. In order to have the time extended for a period not to exceed an additional sixty (60) days, the family must request the extension in writing. All requests for extensions should be received prior to the expiration date.
2. The PHA staff will review with the family the efforts it has made to find a suitable dwelling unit and the problems it has encountered. The staff shall offer advice or assistance which may be helpful in assisting the family locate appropriate and affordable housing. If the PHA determines there is a reasonable possibility that the family cannot locate suitable housing, the PHA will grant an extension for an additional amount of time. In no event shall the time be extended beyond the maximum time limit allowed by Federal regulations.
3. The PHA may grant a family a suspension of the term if the family has submitted a Request for Tenancy Approval during the term.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 19, 2023

PUBLIC HEARING

Agenda Item No: 8.A.

BRIC Grant - Ebony Hills Drainage Improvements

1. Agenda Item:

Hold Public Hearing and Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Division of Emergency Management and the Federal Emergency Management Agency Under the Fiscal Year 2023 Building Resilient Infrastructure and Communities Grant Program for Ebony Hills Drainage Improvements and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]

2. Description:

The Texas Division of Emergency Management (TDEM) announced the solicitation of grant applications for its Building Resilient Infrastructure and Communities Grant Program (BRIC) on Oct. 16, 2023. This program provides funds to address hazard mitigation activities associated with natural disasters and climate change effects. The projects will increase resilience and public safety, reduce injuries and loss of life, reduce damage and destruction to property and infrastructure.

The City will request funds for construction activities for the drainage improvements for the following subdivisions: Ebony Terrace No. 2, The Meadows, Golf Crest Estates Unit No. 1, and Sleepy Hollow. The project consists of the excavation of a series of detention ponds, installation of a stormwater pump station, and upgrades to the existing storm sewer infrastructure. This project will have a direct and positive impact on an area that has experienced repetitive losses.

The grant request is approximately \$2,580,000.00, with a required 25% local match of approximately \$860,000.00, for a total project cost of approximately \$3,440,000.00.

The deadline for the grant application is Monday, January 8, 2024, and award notification is anticipated by approximately September 2024. The period of performance will be 36 months. If awarded, the funds must be obligated by Sept. 30, 2027.

Procurement will adhere to federal, state, and city policies, as required.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. Staff's Recommendation:

Approve Resolution authorizing the City Manager to submit a grant application to the Texas Division of Emergency Management and the Federal Emergency Management Agency under the Fiscal Year 2023 Building Resilient Infrastructure and Communities Grant Program for Ebony Hills Drainage Improvements and Execute Grant Documents Relating Thereto.

Reviewed by:

Prepared by:

Mardoqueo Hinojosa, City
Engineer

Attachments:

- A. Resolution: FY 2023 Ebony Hills BRIC Grant
- B. Ebony Hills Drainage Improvements Map
- C. Ebony Hills Cost Estimate

RESOLUTION NO.

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A CONSTRUCTION GRANT APPLICATION TO THE TEXAS DIVISION OF EMERGENCY MANAGEMENT AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THE FISCAL YEAR 2023 BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT PROGRAM FOR EBONY HILLS DRAINAGE IMPROVEMENTS AND EXECUTE GRANT DOCUMENTS RELATING THERETO.
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, the City of Edinburg finds it is the best interest of the residents to submit a grant application to the Texas Division of Emergency Management and the Federal Emergency Management Agency under the Fiscal Year 2023 Building Resilient Infrastructure and Communities Grant Program for the construction of drainage improvements to the southwest Ebony Hills area; and

WHEREAS, the grant requires a 25 percent local match in the approximate amount of \$860,000; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and,

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Texas Division of Emergency Management and Federal Emergency Management Agency funds, the City of Edinburg assures that the funds will be returned to the Texas Division of Emergency Management and Federal Emergency Management Agency in full; and

WHEREAS, the Edinburg City Council agrees that in the event that the proposals are higher than the awarded amount, the City of Edinburg will cover the excess amount with City funds.

WHEREAS, the City of Edinburg wishes to designate the City Manager, as the City's authorized official, to accept, alter, terminate and execute any and all documents related to the grant on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

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

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Texas Division of Emergency Management and the Federal Emergency Management Agency under the Fiscal Year 2023 Building Resilient Infrastructure and Communities Grant Program, and accept, alter, terminate and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 19th day of December 2023.

CITY OF EDINBURG

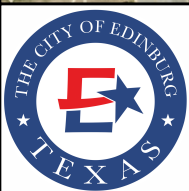
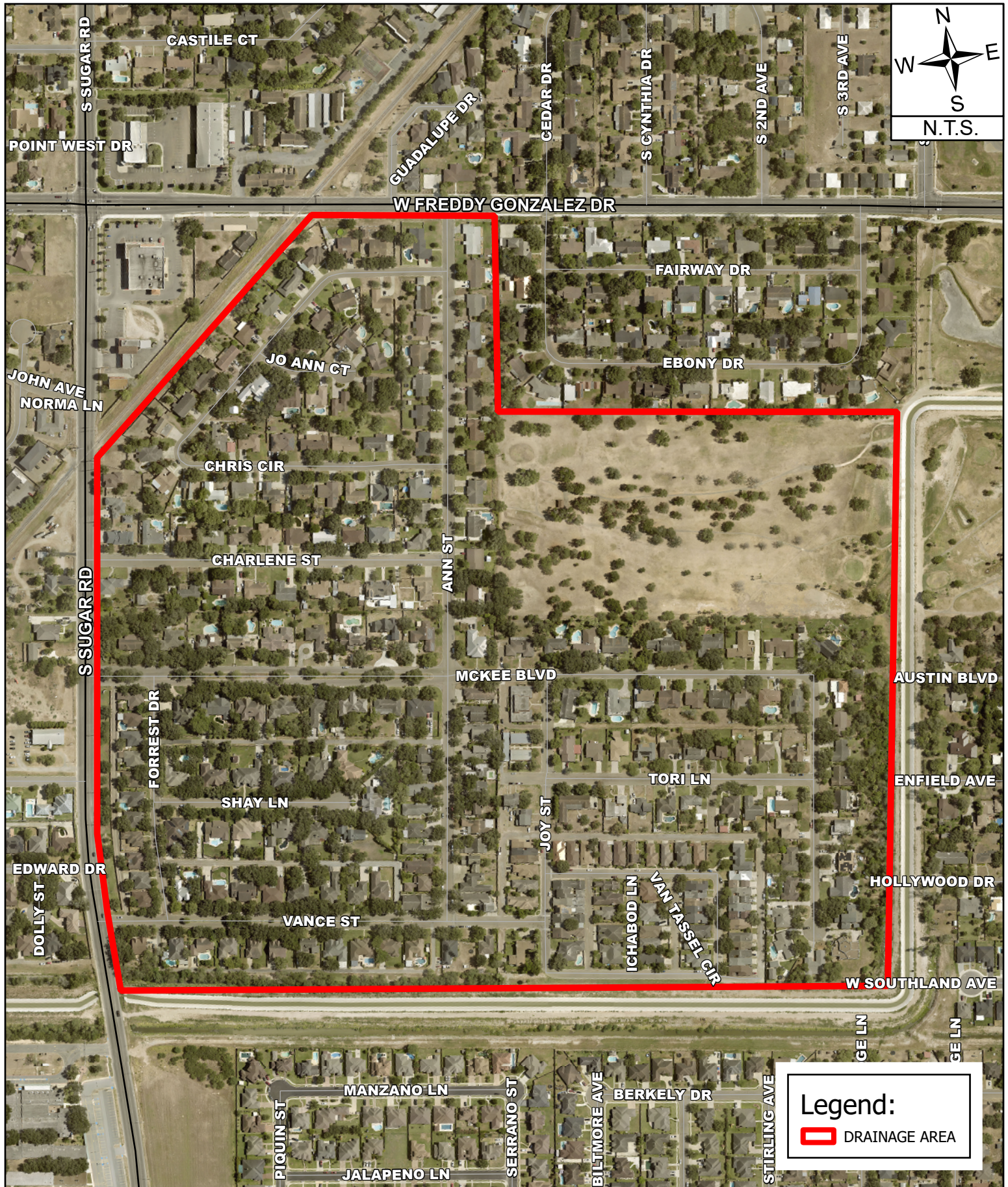
By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:
Omar Ochoa Law Firm P.C.

By: _____
Omar Ochoa
City Attorney



EBONY HILLS DRAINAGE IMPROVEMENTS

REQUESTED BY: ENGINEERING DEPT CREATED BY: ENGINEERING DEPT - GIS DIVISION DATE: DECEMBER 2023

MAP DISCLAIMER:
This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The user of this information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.



CONSTRUCTION COST ESTIMATE	DATE: NOVEMBER 27, 2023	SHT. 1 of 2
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Project: Ebony Hills Drainage Improvements	Basis of Estimate	
Location: Edinburg, TX	No Design	
Owner: City of Edinburg	Completed Preliminary	
Type of Estimate: Preliminary	Design	
Estimator: AC	Final Design	

IMPROVEMENTS:

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	Mobilization/Bonds/Insurance	LS	1	\$ 30,000	\$ 30,000
2	Prep ROW, Brush Clearing, and Tree Removal - (87 ea. Size from 7" to 48")	LS	1	\$ 30,000	\$ 30,000
3	Cut, Remove, and Haul dirt	CY	62100	\$ 10	\$ 621,000
4	6" Concrete Rip Rap	CY	550	\$ 700	\$ 385,000
5	Storm Sewer Pipe	LF	3445	\$ 102	\$ 351,425
15	Remove & Dispose of RCP (All sizes)	LF	185	\$ 35	\$ 6,475
16	Remove & Dispose of Inlet	EA	1	\$ 1,000	\$ 1,000
17	Junction Box	EA	22	\$ 6,000	\$ 132,000
18	Inlet Type C	EA	36	\$ 5,500	\$ 198,000
19	Connect to Existing Manhole	EA	1	\$ 1,600	\$ 1,600
20	Remove and Replace 2" HMAC (8" Caliche, 6" Subgrade & 3% Lime)	SY	52340	\$ 25	\$ 1,308,500
21	Lift Station and Force Main	LS	1	\$ 300,000	\$ 300,000
SUB-TOTAL					\$ 3,365,000

PROFESSIONAL SERVICES:

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	Construction Materials Testing	LS	1	\$ 75,000	\$ 75,000
SUB-TOTAL					\$ 75,000

TOTAL CONSTRUCTION COST WITH ENGINEERING	\$ 3,440,000
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City Match	\$ 860,000
Grant Request	\$ 2,580,000



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 19, 2023

CONSENT AGENDA

Agenda Item No: 9.A.

Resolution - RGVMPPO

1. Agenda Item:

Consider Resolution Amending the Rio Grande Valley Metropolitan Planning Organization Thoroughfare Plan Removing Dawson Drive from Closner Boulevard to Veterans Boulevard.
[Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. Description:

The thoroughfare system planning is the process to assure development of the most efficient and appropriate street system to meet future travel needs. The objective of a thoroughfare plan is to preserve adequate right-of-way on appropriate alignments to allow the orderly and efficient expansion and improvement of the thoroughfare system. The actual roadway alignments will vary depending on the design and layout of development the City of Edinburg finds in the best interest of the citizens of the City of Edinburg to include roadways where needed within the City of Edinburg to be made part of the Rio Grande Valley MPO Thoroughfare Plan.

Amendment to the Hidalgo County Thoroughfare Map is being proposed by City Management to match ongoing developments and potential corridors by excluding the proposed corridor on Dawson Drive. Upon execution of the resolution and accepted by the RGVMPPO Board of Directors in March 2024, amendment becomes effective.

3. Staff's Recommendation:

Approve Resolution Amending the Rio Grande Valley Metropolitan Planning Organization Thoroughfare Plan Removing Dawson Drive from Closner Boulevard to Veterans Boulevard.

Reviewed by:

Prepared by:

Mardoqueo Hinojosa, City
Engineer

Attachments:

- A. Resolution: Thoroughfare
- B. Exhibit

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF EDINBURG,
TEXAS TO EXCLUDE DAWSON DRIVE FROM
CLOSNER BOULEVARD TO VETERANS
BOULEVARD WITHIN THE RIO GRANDE VALLEY
MPO THOROUGHFARE PLAN**

WHEREAS, thoroughfare system planning is the process to assure development of the most efficient and appropriate street system to meet future travel needs; and

WHEREAS, the objective of a thoroughfare plan is to preserve adequate right-of-way on appropriate alignments to allow the orderly and efficient expansion and improvement of the thoroughfare system; and

WHEREAS, actual roadway alignments will vary depending on the design and layout of development the City of Edinburg finds in the best interest of the citizens of the City of Edinburg to include roadways where needed within the City of Edinburg to be made part of the Rio Grande Valley MPO Thoroughfare Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS:

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

SECTION 2. The following roadway segment shall be excluded to the City of Edinburg Thoroughfare Plan, as well as on the Rio Grande Valley MPO Thoroughfare Plan from 80 of right-of-way “Collector” roadway to an excluded street: Dawson Drive from Closner Boulevard to Veterans Boulevard, as shown on the attached map exhibit.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED, AND APPROVED BY THE CITY COUNCIL OF EDINBURG, TEXAS, at the regular meeting on the 19th day of December, 2023, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. seq. of the Government Code.

EDINBURG, TEXAS

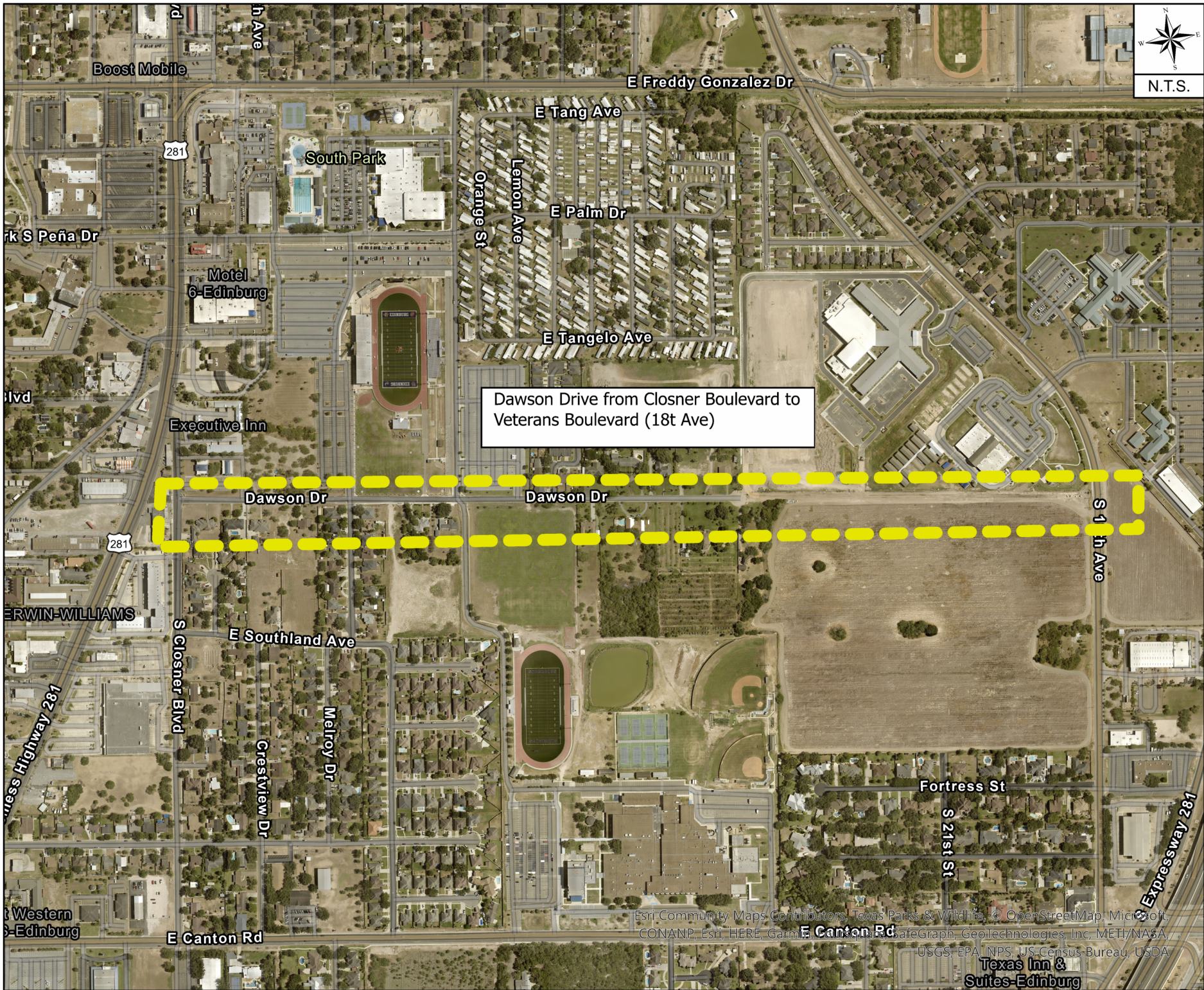
Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas,
City Secretary

**APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.**

Omar Ochoa, City Attorney



Dawson Drive from Closser Boulevard to
Veterans Boulevard (18th Ave)

Dawson Drive Right-Of-Way RGVMPO



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 19, 2023

CONSENT AGENDA

Agenda Item No: 9.B.

Sewer CCN PUC Application

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit an Application to the Public Utility Commission (PUC) to Obtain Single Certification and Amend the City's Sewer Certificate of Convenience and Necessity (CCN) to Include the Owassa Area. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

The City of Edinburg will submit a Sewer CCN application to the PUC to obtain a single certification and amend the City's CCN to include the Owassa Area that is between Jackson Rd and I-69.

After the application is approved by the PUC, the City will provide first time sewer to Acacia subdivision, which was annexed in 2015. Other properties/ subdivisions within the area that are being proposed to be incorporated into the City's CCN were annexed from 1975-2015.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Submit an Application to the Public Utility Commission (PUC) to obtain single certification and amend the City's Sewer Certificate of Convenience and Necessity (CCN) to include the Owassa area.

Reviewed by:

Gerardo Carmona, Director of Utilities

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

- A. CCN Application
- B. Resolution authorizing application to PUC for CCN



PURSUANT TO PUC CHAPTER 24, SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS, SUBCHAPTER G: CERTIFICATES OF CONVENIENCE AND NECESSITY

Application to Obtain or Amend a Certificate of Convenience and Necessity (CCN) Under Water Code Section 13.255

Docket Number: _____

(this number will be assigned by the Public Utility Commission after your application is filed)

7 copies of the application, including the original shall be filed with

Public Utility Commission of Texas
Attention: Filing Clerk
1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

If submitting digital map data, two copies of the portable electronic storage medium (such as CD or DVD) are required.

CCN Requirements

1. Purpose of application

Check all boxes that apply.

The purpose of this application is to:

☒ Obtain single certification to a service area within the cities limits; and /or

☒ Amend Certificate of Convenience and Necessity (CCN) No. 20793

to provide ☐ water or ☒ sewer service to:

The north side (inside city limits) of Owassa Road between Jackson Road and I-69 (Subdivision or Area) and to decertify
a portion of N/A (Name of Utility and CCN No.)

2. Applicant

Name of City: City of Edinburg

Mailing address: 415 W. University Drive, Edinburg, Texas 78539

Phone: 956-388-8207

Fax: 956-383-7111

Email: mayala@cityofedinburg.com

Tax Identification number: 74-6000714

3. County or counties

Name of county(ies)where the city intends to provide retail public utility service:

Hidalgo County, Texas

4. Contact information

Contact person regarding this application:

Name: Gerardo Carmona Jr.

Title: Director of Utilities

Mailing address: 415 W University Drive, Edinburg, Texas 78539

Phone: 956-388-8212

Fax: 956-292-2117

Email: gcarmona@cityofedinburg.com

5. Retail public utility

Retail public utility currently certificated to the area involved in this application: N/A

Utility Name:

Title:

Mailing address:

Phone:

Fax:

Email:

Retail public utility contact person regarding negotiations with the city over the service area involved:

Name:

Title:

Mailing address:

Phone:

Fax:

Email:

6. Service area

On what date was this proposed service area incorporated by the city? _____

2000 to 2015 see attachment 'A' Owassa Annexation Map

7. Negotiation date between city and retail public utility

On what date did negotiations begin between the city and the retail public utility? N/A

8. Notice date

On what date was notice of the city's intent to provide service to the incorporated or annexed area provided to the retail public utility made? See attachment 'B' city ordinances for annexations for the proposed area.

Please attach a copy of the notice provided. Also attach a copy of the mailing list indicating to whom such notice was provided.

9. Description of retail public utility facilities

Please provide a brief description of the retail public utility's facilities in the service area involved in this application. Also indicate how many customers are currently receiving service from the retail public utility in this area:

See attachment 'C' Description of Retail Public Utility Facilities.

10. Service start date

Provide the date when city service to the area can begin. January 20, 2023

11. Franchised utility information

If the city will allow a franchised utility to provide service to the area involved, please attach a copy of the city consent or franchise agreement and provide the following information:

Utility Name: N/A City will not allow franchise utility to service area

Mailing address:

Phone:

Fax:

Email:

Franchised Utility's CCN Number:

Franchised Utility's contact person and their address:

Name:

Title:

Mailing address:

Email:

Phone:

Phone:

Fax:

Email:

12. Paper map requirements

All maps should include applicant's name, address, telephone number, and date of drawing or revision and be folded to 8½ x 11 inches.

Attach the following maps with each copy of the application:

- A. Subdivision plat or engineering plans or other large scale map showing the following:
1. The exact proposed service area boundary showing locations of requests for service and locations of existing connections (if applicable).
 2. Metes and bounds (if available).
 3. Proposed and existing service area boundaries should be plotted on the map in relation to verifiable natural and man-made landmarks such as roads, creeks, rivers, railroads, etc.
 4. Service area boundaries should be shown with such exactness that they can be located on the ground.
- ❖ ***Applicant may use a USGS 7.5"-minute series map if no other large scale map is available.***
- B. Small scale location map delineating the proposed service area. The proposed service area boundary should be delineated on a copy of the official CCN map. This map will assist the Public Utility Commission in locating the proposed service area in relation to neighboring utility service areas.
- C. Hard copy maps should include the following items:
1. Map scale should be prominently displayed.
 2. Color coding should be used to differentiate the applicants existing service areas from the proposed service area.
 3. Attach a written description of the proposed service area.
 4. Proposed service area should be the same on all maps.
 5. Include map information in digital format (if available), see 13, GIS map information.
- D. Each utility shall make available to the public at each of its business offices and designated sales offices within Texas the map of the proposed service area currently on file with the Commission. The applicant employees shall lend assistance to persons requesting to see a map of the proposed area upon request.
- ❖ ***For information on obtaining a CCN base map or questions about sending digital map data, please visit the Water Utilities section of the PUC's website for assistance.***

13. GIS map information

- A. Digital Map Requirements: In order that your digital data can be properly used, the following information is necessary:
1. Submit digital data of the proposed CCN service area on a CD, flash drive, or DVD. Two digital copies are necessary. Most files of CCNs (minus the base map) should be small enough to zip up and put on a CD.
 2. The digital data should include all items represented in the hard copy maps.
 3. Please identify data file format, projection information, map units and base map used. Acceptable Data File Format:
 - a. ArcView shape file (preferred)
 - b. Arc/Info E00 file
- ❖ *For information on obtaining a CCN base map or questions about sending digital map data, please visit the Water Utilities section of the PUC website for assistance.*

ALL APPLICABLE QUESTIONS MUST BE ANSWERED FULLY.

THE APPLICATION WILL NOT BE ACCEPTED FOR FILING WITHOUT MAPS.

PLEASE NOTE THE FILING OF THIS APPLICATION DOES NOT CONSTITUTE AUTHORITY TO PROVIDE WATER/SEWER SERVICE IN THE REQUESTED AREA.

OATH

State of Texas

County of Hidalgo

I, Myra L Ayala, City Manager of the City of Edinburg, Texas being duly sworn, file this

application under V.T.C.A., Water Code Section 13.255 as City Manager of the City of Edinburg, Texas,
(Name of the City); that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the maps filed with this application, and have complied with all the requirements contained in this application; and, that all such statements made and matters set forth therein are true and correct. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Public Utility Commission of Texas.

I further represent that the application form has not been changed, altered or amended from its original form available only from the Commission.

I further represent that the Applicant will provide continuous and adequate service to all customers and qualified applicants for service within its certificated service area.

AFFIANT
(Applicant's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the State of
Texas, this _____ day of _____ 20 _____

SEAL

NOTARY PUBLIC



PURSUANT TO PUC CHAPTER 24, SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS, SUBCHAPTER G: CERTIFICATES OF CONVENIENCE AND NECESSITY

Application to Obtain or Amend a Certificate of Convenience and Necessity (CCN) Under Water Code Section 13.255

Instructions and Checklist

Each question on the application must be answered completely. If additional space is needed, attach additional sheets clearly labeled with the applicant's name and Docket Number if available. If a question is not applicable, please mark it N.A. and briefly explain why the question does not apply. DO NOT LEAVE ANY QUESTIONS BLANK.

7 copies of the application package, including the original, must be filed with the commission's filing clerk, per [§22.71\(c\)\(9\)](#) of the Commission's procedural rules.

The following items must be included in the application package:

- Completed application form, including any attachments
- Copy of notice of city's intent to serve the incorporated or annexed area to the retail public utility
- Completed Oath
- Maps - See the Map section on the application form for more details.

No required filing fee.

7 copies of the completed application package, including the original should be sent to:

Filing Clerk
Public Utility Commission of Texas
1701 North Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE PUBLIC UTILITY COMMISSION (PUC) TO OBTAIN SINGLE CERTIFICATION AND AMEND THE CITY'S SEWER CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) TO INCLUDE THE OWASSA AREA

WHEREAS, the City of Edinburg's water and sewer Certificate of Convenience and Necessity (CCN) covers specific geographic areas within City limits and the City's Extra Territorial Jurisdiction (ETJ); and

WHEREAS, the City Council of the City of Edinburg find it beneficial to the City's service customers to obtain single certification and amend the City's sewer CCN to include the north side of Owassa Road between Jackson Road and I-69; and

WHEREAS, the purpose of this Resolution is to memorialize City Council's intent to delegate to the City Manager all authority necessary to facilitate the submission of an application to the Public Utility Commission of Texas to effect the goal stated above.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS:

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

SECTION 2. The City Manager is hereby authorized and directed to facilitate the submission of an application for single coverage and amendment to the City's sewer CCN to include the north side of Owassa Road between Jackson Road and I-69. The City Manager is further authorized and directed to prepare and execute such ancillary documents and take such actions reasonably necessary to facilitate the purpose of this Resolution.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED, AND APPROVED BY THE CITY COUNCIL OF EDINBURG, TEXAS, at the regular meeting on the 19th day of December, 2023, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. seq. of the Government Code.

EDINBURG, TEXAS

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas,
City Secretary

**APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.**

Omar Ochoa, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 19, 2023

CONSENT AGENDA

Agenda Item No: 9.C.

Standard Utility Agreement

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Standard Utility Agreement with the Texas Department of Transportation for the Relocation of the Existing Waterlines Along U.S. Highway 281. [Gerardo Carmona Jr., P.E., Utilities Director]

2. Description:

The Texas Department of Transportation will be doing highway improvements to U.S. Highway 281 between FM 490 and SH 186. As a result of these improvements, the City of Edinburg will have to relocate the existing waterlines.

This agreement will establish the costs in which the state will participate for the adjustment, removal and relocation of the City of Edinburg water lines. The state's current participation cost is 19.28% of the waterline construction costs, but is subject to change depending on field conditions. The costs that will not be covered by the state will be paid through the State Infrastructure Bank Loan that the City pursued and closed on June 28, 2023.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Standard Utility Agreement with the Texas Department of Transportation for the Relocation of the Existing Waterlines along U.S. Highway 281.

Reviewed by:

Prepared by:

Gerardo Carmona, Director
of Utilities

Attachments:

A. Attachment A: Standard Utility Agreement

STANDARD UTILITY AGREEMENT

U Number: Utility ID: **00003328**

District: Pharr
Federal Project No.: NH (2020)728
ROW CSJ: 0255-07-142
Highway Project Letting Date: 08/07/2025

County: Hidalgo
Highway: US 281
From: 0.273 MI S of SH 186
To: 0.023 MI N of FM 490

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and City of Edinburg, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work:

The City of Edinburg has an existing waterline on US 281 from Sta 11+30 to 399+14 requiring removal where the existing waterline is in conflict with the proposed design plans for construction or abandoned in place at locations determine not to be in conflict inside of the existing and proposed TxDOT Right of Way. The work will consist of replacing a 4 inch and 8 inch existing waterline for inkind waterline as shown on plans and for bettering 4 inch waterline to 8 inch waterline and from 8 inch waterline to a 12 inch waterline for improvements to the existing waterline (See attachment A). Major work will consist of, removal of waterline, and installation of new 8 inch and 12 inch waterline. There are existing easements within the acquired proposed ROW property of interest. Eligibility for reimbursement will be determined from the amount of existing waterline within its given easement within the property of interest. The proposed work will be performed within the project limits of TxDOT ROW from Sta 11+30.48 to Sta 385+52.89 and will be joint bid in the highway contract; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State**, upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

Initial Date
TxDOT

Initial Date
Utility

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The **Utility** shall not commence any physical work, including without limitation site preparation, on the **State's** right of way or future right of way, until TxDOT provides the **Utility** with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the **Utility** prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the **Utility** is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the **State** and the **Utility**.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Initial	Date	Initial	Date
TxDOT		Utility	

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment “A”);
- Accounting Method (Attachment “B”);
- Schedule of Work (Attachment “C”);
- Statement Covering Contract Work – ROW-U-48 (Attachment “D”);
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment “H”).

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

Initial Date
TxDOT

Initial Date
Utility

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

EXECUTION RECOMMENDED:

Utility: City of Edinburg
Name of Utility

Director of TP&D (or designee), District

By: _____
Authorized Signature

Myra L. Ayala
Print or Type Name

Title: City Manager

Date: _____

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
District Engineer (or designee)

Date: _____

Initial Date
TxDOT

Initial Date
Utility

SIGNATURE AUTHORITY

U No.: Utility ID: **U00003328**

District: Pharr
Federal Project No.: NH (2020)728
ROW CSJ No.: 0255-07-142

County: Hidalgo
Highway No.: US 281
Contract No.:

WHEREAS, **City of Edinburg**, hereinafter called the **Owner**, deems it necessary and proper to enter into an agreement with the State of Texas, whereby the Texas Department of Transportation will cause the relocation of various facilities operated by the **Owner**, which are in conflict with the Texas Department of Transportation's proposed improvements on an existing or future State of Texas project, from within public, private, or Owner's property interests to other public, private, or Owner's property interests.

NOW, THEREFORE, according to the governing documents of the utility company, attached as **Exhibit "A"**, be it resolved by the above named **Owner** that _____, **as list position, or his/her successor in this position**, has general signature authority for all utility adjustment work of the **Owner**, and, as such, no further authorization for execution of a specific utility agreement is necessary. _____, **as list position, or his/her successor in this position**, is hereby authorized and directed to sign any and all utility agreements, or any other necessary documents, required to complete the utility relocation on behalf of the **Owner**.

Passed, approved, and adopted this _____ day of _____ 20____.

IN WITNESS WHEREOF, an authorized signatory of the Owner has affixed his/her signature.

ATTEST:

Owner: _____
Utility Name

By: _____
Authorized Signature

Title: _____

Date: _____

State of Texas
County of _____

Subscribed and Sworn To before me on this _____ day of _____ 20____,
by _____,
of _____ [name of utility company], a _____
[state] _____ [type of company, e.g. LLC, Inc., L.P., etc.].

Notary Public's Signature
Notary's Name (Printed): _____
My commission expires: _____

EXHIBIT "A"
A Copy of the Governing Document of the Utility Company Designating Signature Authority

Attachment "A"

Plans, Specifications, and Estimated Costs

All material items within cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

- ☐ Currently, **we do not have** Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.
- ☐ There are non-domestic iron and steel materials in this project that fall under the De Minimis equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.
- ☒ We understand the Buy America Compliance Requirements and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:
- 1) Form 1818 - Material Statement
 - 2) Material Test Reports or Certifications

Initial Date
TxDOT

Initial Date
Utility

Utility Adjustment for TxDOT Project

TxDOT STANDARD
SUA ESTIMATE

City of Edinburg
US 281, FM 490 to SH 186

RCSJ: 0255-07-142
Utility ID#: U00003328
UNNUMBER:

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 6 Section 2). Applies to All "EA" or "LS" items

Materials to be purchased by TxDOT - JOINT BID

Line Item / Item Description	Bid Code	Unit	Quantity	\$/Unit	Total
GENERAL ITEMS					
DEMOLITION					
REMOV STR (PIPE)	4966007	LF	45503	\$17.77	\$ 808,588.31
REMOVE ASBESTOS CEMENT WATERLINE	50266002	LF	15053	\$30.00	\$ 451,590.00
RELOC EXIST METER AND NEW METER BOX	71966072	EA	63	\$2,530.28	\$ 159,407.64
CUT & PLUG EXISTING WATER MAIN	72806007	EA	15	\$1,966.35	\$ 29,495.25
RECONNECT EXISTING WATER METER	72806008	EA	20	\$2,196.00	\$ 43,920.00
WATER ITEMS					
WATER MAIN PIPE (PVC) (2IN) (C-900)	70496009	LF	26	\$50.00	\$ 1,300.00
WATER MAIN PIPE (PVC) (8IN) (C-900)	70496012	LF	47237	\$73.83	\$ 3,487,507.71
WATER MAIN PIPE (PVC) (12IN) (C-900)	70496014	LF	16072	\$132.09	\$ 2,122,950.48
* JCK TUN BOR OR AUG CSG (STL) (24IN)	70496071	LF	1786	\$505.07	\$ 902,055.02
* 16" STEEL CASING (OPEN CUT)	70496071	LF	310	\$180.00	\$ 55,800.00
* 24" STEEL CASING (OPEN CUT)	70496071	LF	72	\$200.00	\$ 14,400.00
SERVICE LINE (SHORT SIDE) (1-1/2"TO 2")	70496076	EA	77	\$2,074.71	\$ 159,752.67
SERVICE LINE (LONG SIDE) (1-1/2" TO 2")	70496075	EA	1	\$4,799.01	\$ 4,799.01
* FIRE HYDRANT ASSEMBLY	70496104	EA	37	\$6,500.00	\$ 240,500.00
* BLOW-OFF VALVE (2IN)	71966043	EA	33	\$6,500.00	\$ 214,500.00
* CONNECT TO EXISTING WATERLINE	72766064	EA	15	\$4,000.00	\$ 60,000.00
WET CONNECTION (12IN)	70496142	EA	3	\$5,000.00	\$ 15,000.00
* GATE VALVE W/BOX (8IN)	72616004	EA	52	\$4,500.00	\$ 234,000.00
* GATE VALVE W/BOX (12IN)	72616004	EA	24	\$7,012.50	\$ 168,300.00
CUT & RESTORE ASPH PAVING	4006008	SY	1466	\$75.51	\$ 110,697.66
TRENCH EXCAVATION PROTECTION	4026001	LF	63335	\$7.16	\$ 453,478.60
X Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$ -
SUBTOTAL					\$ 9,738,042.35

Internally Supplied Materials - documented with Certified Ledger at Payment

Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
OVERHEAD (%)	Enter % if applicable			\$ -
SUBTOTAL				\$ -

Externally Acquired Materials - documented with Invoices and/or Checks

Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -

MATERIALS SUBTOTAL

\$9,738,042.35

* Indicated items are being tracked for BUY AMERICA COMPLIANCE and will be documented using Form 1818 and all supporting documentation prior to installation.

X

Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of \$2,500, or .1% of the project total cost, whichever is greater.

Sum of De Minimus Items

\$0.00

TxDOT contractor labor - JOINT BID

Line Item / Item Description	Bid Code	Unit	Quantity	\$/Unit	Total
					\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$ -

Page 72 of 497

SUBTOTAL					\$	-
Internal Labor Costs - documented with Certified Ledger at payment.						
Line Item / Item Description		Unit	Quantity	\$/Unit	Total	
					\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
OVERHEAD (%)		Enter % if applicable			\$	-
SUBTOTAL					\$	-
External Labor Costs - documented with Invoices and / or checks						
Line Item / Item Description		Unit	Quantity	\$/Unit	Total	
					\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
LABOR SUBTOTAL				\$	-	
Engineering Procured by TxDOT - 100% eligiiblty required						
Line Item / Item Description		Unit	Quantity	\$/Unit	Total	
					\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Engineering - Costs Documented with Certified Ledger at payment.						
Line Item / Item Description		Unit	Quantity	\$/Unit	Total	
					\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Survey / Landman						
					\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Inspection						
Inspection for Pressure Testing					\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Administration						
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Engineering/ Survey/ Inspection/ Administration Overhead						
OVERHEAD (%)		Enter % if applicable			\$	-
SUBTOTAL					\$	-
External Engineering - Cost documented with INVOICES and / or CHECKS						
Line Item / Item Description		Unit	Quantity	\$/Unit	Total	
(City of Edinburg Scope of Work and Proposed Cost Estimate Attached)						
Survey for Design (Hrs per Unit Price)	Phase 1	HR	99	\$189.81	\$	18,791.19
Survey for Design (Hrs per Unit Price)	Phase 2	HR	76	\$219.63	\$	16,691.88
Design Water Trans (Hrs per Unit Price)	Phase 1	HR	549	\$128.25	\$	70,409.25
Design Water Trans (Hrs per Unit Price)	Phase 2	HR	1104	\$125.88	\$	138,971.52
Utility Coordination (Hrs per Unit Price)	Phase 1	HR	125	\$116.94	\$	14,617.50
Utility Coordination (Hrs per Unit Price)	Phase 2	HR	190	\$121.88	\$	23,157.20
Bidding (Total Hrs per Ave Unit Price)	Total PH 2	HR	88	\$107.41	\$	9,452.08
Construction Admin (Inspection) (Hrs per Unit Price)	Phase 1	HR	53	\$150.00	\$	7,950.00
Construction Admin (Inspection) (Hrs per Unit Price)	Phase 2	HR	168	\$161.10	\$	27,064.80
Record Drawings (Hrs per Unit Price)	Phase 1	HR	50	\$111.68	\$	5,584.00
Record Drawings (Hrs per Unit Price)	Phase 2	HR	88	\$123.77	\$	10,891.76
COE Plan Conversion (Hrs per Ave Unit Price)	Total PH 1	HR	88	\$123.77	\$	10,891.76
SUBTOTAL					\$	354,472.94
External Survey/ Landman						
					\$	-

Select this row and Insert to add rows. Drag to fill formulas from top cell.		\$	-
	SUBTOTAL	\$	-
External Inspection			
		\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.		\$	-
	SUBTOTAL	\$	-
Engineering / Administration / Inspection SUBTOTAL		\$	354,472.94

Existing Easement Compensation - following Quit Claim / Eligibility Ratio not applied.				ROW
PM must confirm rate.				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
		SUBTOTAL		\$ -
Replacement Easement Compensation - following Quit Claim / Eligibility Ratio is applied.				ROW
PM must confirm rate. Documentation of actual cost must be supplied at billing.				
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
		SUBTOTAL		\$ -
Easement Compensation SUBTOTAL		\$		-

SUMMARY:		Total Project Cost	\$ 10,092,515.29
	Amount Payable in TxDOT Contract (Joint Bid)	\$ 9,738,042.35	
	Utility Cost	\$ 354,472.94	
General & Administrative OH	6.93%	\$ 24,564.97	
	Gross Reimbursable to Utility	\$ 379,037.91	
Amount Due to TxDOT Via an Advance Funding Agreement		\$ 8,052,803.23	
	SALVAGE and/or Depreciation CREDIT	\$ -	
BETTERMENT RATIO	10.24%	Ratio Deduction	\$ 38,813.48
	Amount reimbursable after Betterment and Salvage Credit	\$ 340,224.43	
ELIGIBILITY RATIO	19.28%		
	NET REIMBURSEMENT TO UTILITY	\$ 65,595.27	

Oscar Garza

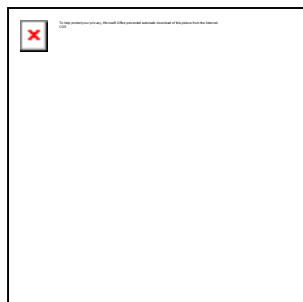
From: Gerardo Carmona <gcarmona@cityofedinburg.com>
Sent: Monday, November 13, 2023 12:04 PM
To: Oscar Garza
Cc: Carlos Juarez; Ascencion Alonzo; Eric Martinez
Subject: [External Email] Fwd: Non Operating Cost (Indirect Cost)
Attachments: City of Edinburg 2020-2021 Annual Comprehensive Financial Report.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

From IT@KCI.COM 410-316-7820 *** This is an External Email from outside of KCI.

Oscar,

Please see the email below.



Gerardo Carmona
Director of Utilities
Utilities

: gcarmona@cityofedinburg.com
: (956) 388-8951
: cityofedinburg.com
: 1201 N Doolittle, Edinburg TX 78542



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

From: Ascencion Alonzo <aalonzo@cityofedinburg.com>
Date: Mon, Nov 6, 2023 at 5:45 PM
Subject: Non Operating Cost (Indirect Cost)
To: Gerardo Carmona <gcarmona@cityofedinburg.com>
Cc: Arturo Martinez <amartinez@cityofedinburg.com>, Janie Alvarez <jaalvarez@cityofedinburg.com>

Mr. Carmona,

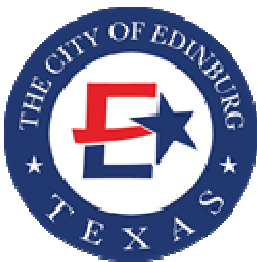
The indirect cost percentage for the Utility Fund is as follows: Total Operating Cost \$19,783,544

Non-Operating Cost \$1,371,896 (Interest Expenses \$1,083,083 + Other expenses \$288,813=\$1,371,896)

Indirect Percentage 6.93% (\$1,371,896 divided by \$19,783,54)

Attached please find a scanned copy from the City's 2020-2021 Annual Comprehensive Audited Financial Statement for the Water and Sewer Fund.

Thank you.



Ascencion Alonzo
Director of Finance

✉: aalonzo@cityofedinburg.com

☎: (956) 388-1895

🌐: cityofedinburg.com

📍: [415 W. University Dr. Edinburg, TX 78539](https://www.google.com/maps/place/415+W.+University+Dr.+Edinburg,+TX+78539)



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CITY OF EDINBURG, TEXAS
STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN NET POSITION-PROPRIETARY FUNDS
EXHIBIT 3-C

	Business-type Activities - Enterprise Funds				Governmental Activities- Internal Service Worker's Compensation Fund
	Water and Sewer Fund	Solid Waste Management Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	
FOR THE YEAR ENDED SEPTEMBER 30, 2021					
Operating Revenues:					
Water and Sewer Sales	\$ 19,918,200	\$ -	\$ -	\$ 19,918,200	\$ -
Garbage Collection and Disposal Charges	-	22,343,828	-	22,343,828	-
Fuel Flow Fees	-	-	377,478	377,478	-
Golf Course Fees and Memberships	-	-	1,275,012	1,275,012	-
Other Revenue	970,841	127,967	7,315	1,106,123	-
Total Operating Revenues	20,889,041	22,471,795	1,659,804	45,020,640	-
Operating Expenses:					
Salaries, Wages, and Employee Benefits	6,033,417	5,664,660	1,699,628	13,397,706	-
Supplies and Materials	3,076,434	2,379,532	268,312	5,724,278	-
Contractual and Other Services	3,460,119	2,203,866	451,393	6,115,379	-
Repairs and Maintenance	1,110,449	2,269,415	674,631	4,054,494	-
Other Operating Costs	1,240,258	507,306	159,902	1,907,466	1,838
Landfill Closure and Post Closure Care Costs	-	411,661	-	411,661	-
Deprecation and Amortization	4,862,867	2,823,427	630,419	8,316,713	-
Total Operating Expenses	19,783,544	16,259,868	3,884,285	39,927,697	1,838
Operating Income (Loss)	1,105,496	6,211,927	(2,224,480)	5,092,943	(1,838)
Non-Operating Revenues (Expenses)					
Investment Earnings	8,090	5,621	-	13,711	-
Interest Expense	(1,083,083)	(246,589)	(51,697)	(1,381,369)	-
Intergovernmental Revenues	-	-	104,391	104,391	-
Other	(288,813)	1,323,227	(54,652)	979,763	75
Total Non-Operating Revenues (Expenses)	(1,363,806)	1,082,260	(1,958)	(283,504)	75
Income (Loss) Before Contributions and Transfers	(258,309)	7,294,186	(2,226,438)	4,809,439	(1,763)
Transfers In (Out)					
Transfers In	-	-	1,696,251	1,696,251	-
Transfers Out	-	(6,696,251)	-	(6,696,251)	-
Total Transfers In (Out)	-	(6,696,251)	1,696,251	(5,000,000)	-
Change In Net Position	(258,309)	597,936	(530,188)	(190,561)	(1,763)
Net Position - Beginning Of Year	85,378,491	28,224,389	11,135,248	124,738,128	488,217
Prior Period Adjustment	847,968	(1,017,199)	-	(169,231)	-
Net Position - End Of Year	<u>\$ 85,968,150</u>	<u>\$ 27,805,126</u>	<u>\$ 10,605,060</u>	<u>124,378,336</u>	<u>\$ 486,454</u>

See Accompanying Notes To The Financial Statements.

SHEET NO.	GENERAL
△2 001	INDEX SHEET
002	GENERAL NOTES
003	GENERAL NOTES
△3 004	SUMMARIES
005	PROJECT LAYOUT

SHEET NO.	DEMOLITION PLANS
101	DEMOLITION PLAN STA 9+00 TO 20+00
102	DEMOLITION PLAN STA 20+00 TO 30+00
△3 103	DEMOLITION PLAN STA 30+00 TO 40+00
△3 104	DEMOLITION PLAN STA 40+00 TO 60+00
△1 105	DEMOLITION PLAN STA 60+00 TO 80+00
△1 106	DEMOLITION PLAN STA 80+00 TO 90+00
107	DEMOLITION PLAN STA 90+00 TO 100+00
108	DEMOLITION PLAN STA 100+00 TO 110+00
109	DEMOLITION PLAN STA 110+00 TO 120+00
110	DEMOLITION PLAN STA 120+00 TO 140+00
△2 111	DEMOLITION PLAN STA 140+00 TO 160+00
△2 112	DEMOLITION PLAN STA 160+00 TO 180+00
△2 113	DEMOLITION PLAN STA 180+00 TO 200+00
△2 114	DEMOLITION PLAN STA 200+00 TO 220+00
△2 115	DEMOLITION PLAN STA 220+00 TO 240+00
△2 116	DEMOLITION PLAN STA 240+00 TO 260+00
△2 117	DEMOLITION PLAN STA 260+00 TO 280+00
△2 118	DEMOLITION PLAN STA 280+00 TO 300+00
△2 119	DEMOLITION PLAN STA 300+00 TO 320+00
△2 120	DEMOLITION PLAN STA 320+00 TO 340+00
△2 121	DEMOLITION PLAN STA 340+00 TO 360+00
△2 122	DEMOLITION PLAN STA 360+00 TO 380+00
△2 123	DEMOLITION PLAN STA 380+00 TO 400+00

SHEET NO.	WATER PLANS
201	WATER PLAN STA 9+00 TO 20+00
△4 202	WATER PLAN STA 20+00 TO 30+00
△3 203	WATER PLAN STA 30+00 TO 40+00
△3 204	WATER PLAN STA 40+00 TO 60+00
205	WATER PLAN STA 60+00 TO 80+00
206	WATER PLAN STA 80+00 TO 90+00
207	WATER PLAN STA 90+00 TO 100+00
208	WATER PLAN STA 100+00 TO 110+00
209	WATER PLAN STA 110+00 TO 120+00
210	WATER PLAN STA 120+00 TO 140+00
211	WATER PLAN STA 140+00 TO 160+00
△2 212	WATER PLAN STA 160+00 TO 180+00
△2 213	WATER PLAN STA 180+00 TO 200+00
214	WATER PLAN STA 200+00 TO 220+00
215	WATER PLAN STA 220+00 TO 240+00
△4 216	WATER PLAN STA 240+00 TO 260+00
△4 217	WATER PLAN STA 260+00 TO 280+00
218	WATER PLAN STA 280+00 TO 300+00
△2 219	WATER PLAN STA 300+00 TO 320+00
△2 220	WATER PLAN STA 320+00 TO 340+00
221	WATER PLAN STA 340+00 TO 360+00
222	WATER PLAN STA 360+00 TO 380+00
△4 223	WATER PLAN STA 380+00 TO 400+00
224	WATER PLAN & PROFILE LINE 'W-1A'
225	WATER PLAN & PROFILE LINE 'W-2A'
226	WATER PLAN & PROFILE LINE 'W-4A'
227	WATER PLAN & PROFILE LINE 'W-5A'
228	WATER PLAN & PROFILE LINE 'W-6A'
229	WATER PLAN & PROFILE LINE 'W-6B'
230	GAS LINE CROSSING & PROFILE
231	STORM CROSSING & PROFILE
232	STORM CROSSING & PROFILE
233	STORM CROSSING & PROFILE
234	STORM CROSSING & PROFILE

SHEET NO.	WATER DETAILS
△4 301	WATER DETAILS 1
302	WATER DETAILS 2
303	WATER DETAILS 3
304	WATERLINE CORRIDOR
305	WATERLINE CORRIDOR
306	WATERLINE CORRIDOR



US 281

INDEX SHEET

△1	REVISION 1	8-15-22	SCALE:	SHEET 1 OF 5				
△2	REVISION 2	10-21-22	DN:		CONT	SECT	JOB	HIGHWAY
△3	REVISION 3	1-18-23	CK DN:		000	00	000	US 281
			CK DN:		DIST	COUNTY	SHEET NO.	
			TR:		PHR	HIDALGO	\$IS\$	
NO.	DESCRIPTION	DATE	CK TR:					

GENERAL CONSTRUCTION NOTES:

1. ALL MATERIALS, WORKMANSHIP AND IMPROVEMENTS SHALL BE IN ACCORDANCE WITH ALL LOCAL CODES, INCLUDING THE STANDARD CONSTRUCTION DETAILS AND TECHNICAL SPECIFICATIONS FROM CITY OF EDINBURG (THE OWNER), TEXAS DEPARTMENT OF TRANSPORTATION AND ALL OTHER GOVERNING AGENCIES.
2. THE CONTRACTOR SHALL VERIFY ALL HORIZONTAL AND VERTICAL DIMENSIONS AND THE LOCATION OF EXISTING AND PROPOSED PROJECT ELEMENTS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES BETWEEN PLAN DIMENSIONS AND ACTUAL FIELD CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER. NO CONSTRUCTION ACTIVITY SHALL CONTINUE WITHOUT APPROVAL FROM THE ENGINEER.
3. CONTRACTOR TO PLAN AND PERFORM HIS WORK IN A MANNER THAT WILL PERMIT SAFE PUBLIC TRAFFIC MOVEMENT ON ALL STREETS AND PERMIT ACCESS TO EVERY RESIDENTIAL PROPERTY ON A DAILY BASIS.
4. TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION TO BE IN ACCORDANCE WITH TXDOT SPECIFICATIONS. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN, FOR APPROVAL BY THE CITY OF EDINBURG ENGINEERING DEPARTMENT, PRIOR TO CONSTRUCTION. THE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS. ALL TRAFFIC CONTROL / TRAFFIC SAFETY SHALL BE IN ACCORDANCE WITH THE LATEST MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) CRITERIA.
5. THE CONTRACTOR SHALL PLAN AND SEQUENCE ALL CONSTRUCTION ACTIVITY IN SUCH A MANNER THAT WILL PERMIT SAFE PEDESTRIAN AND VEHICULAR MOVEMENT. SEQUENCE OF CONSTRUCTION PLAN IS TO BE SUBMITTED FOR APPROVAL BY THE CITY OF EDINBURG ENGINEERING.
6. CONTRACTOR SHALL PROVIDE PROTECTIVE DEVICES SUCH AS SIGNS, LIGHTS, SIGNALS, AND OTHER DEVICES, AS NEEDED FOR THE SAFETY OF THE PUBLIC AND WORKERS. (NO SEPARATE PAY)
7. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION AND SAFETY OF THE WORK SITE, WORKERS, SUBCONTRACTORS, MATERIALS AND EQUIPMENT.
8. THE DRAWINGS AND SPECIFICATIONS REPRESENT THE COMPLETED STRUCTURES/DESIGN. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES AND MEANS NECESSARY TO PROTECT PERSONS AND STRUCTURES DURING CONSTRUCTION. OBSERVATION BY THE ENGINEER OR THE OWNER DOES NOT INCLUDE REVIEW OF THESE MEASURES.
9. THESE PLANS, PREPARED BY HALFF ASSOCIATES, INC., DO NOT EXTEND TO OR INCLUDE DESIGN OF SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF HALFF ASSOCIATES, INC., REGISTERED PROFESSIONAL ENGINEER(S) HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED IN THESE PLANS. THE CONSTRUCTION CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING THE PLANS AND SPECIFICATIONS REQUIRED BY THE HOUSE BILLS 662 AND 665 ENACTED BY THE TEXAS LEGISLATURE IN THE 70TH LEGISLATURE REGULAR SESSION.
10. CONTRACTOR SHALL PROVIDE A SEQUENCE OF WORK AND PERFORM ASSOCIATED GRADING THAT PROVIDES POSITIVE OUTFALLS AT ALL TIMES.
11. CONSTRUCTION STAKING AND SURVEYING SHALL BE PROVIDED BY THE CONTRACTOR AND AT CONTRACTOR'S EXPENSE. ALL DIMENSIONS ARE TO FACE OF CURB OR, WHERE NO CURB EXISTS, TO EDGE OF PAVEMENT UNLESS SHOWN OTHERWISE. ALL UTILITY DIMENSIONS AND STATIONS/COORDINATES ARE TO CENTER OF THE STRUCTURE UNLESS SHOWN OTHERWISE.
12. CONTRACTOR TO COORDINATE WITH THE OWNER/CITY ON WORK SCHEDULES, TESTING, GENERAL INSPECTION, AND OPERATION AND LOCATION OF EXISTING LINES.
13. THE CONTRACTOR IS RESPONSIBLE FOR SCHEDULING ALL CONSTRUCTION MATERIALS TESTING AND GENERAL INSPECTIONS. THE CONTRACTOR SHALL COORDINATE THROUGH THE OWNER DESIGNATED FIELD REPRESENTATIVE A MINIMUM OF 24-HOURS PRIOR TO TESTING OR INSPECTION. FAILURE TO BE PREPARED FOR TESTING MAY RESULT IN TRAVEL CHARGES. RE-TESTING WILL BE BORNE BY THE CONTRACTOR.
14. MATERIAL TESTING SHALL BE PROVIDED BY THE OWNER. RE-TEST TO BE AT CONTRACTOR'S EXPENSE.
15. THE CONTRACTOR SHALL INSPECT ALL MATERIALS AT DELIVERY AND NOTIFY THE OWNER OF ANY DAMAGED OR QUESTIONABLE MATERIALS. ANY DAMAGED OR QUESTIONABLE MATERIAL INSTALLED WITHOUT PRIOR INSPECTION BY THE OWNER SHALL BE REMOVED AT THE CONTRACTOR'S EXPENSE.
16. WORK REQUIRED TO BE INSPECTED BY THE OWNER SHALL OCCUR DURING REGULAR WORKING HOURS, MONDAY THROUGH FRIDAY. NO WORK TO OCCUR DURING CITY HOLIDAYS, NON-WORKING HOURS ON MONDAY THROUGH FRIDAY, AND WEEKENDS UNLESS APPROVED BY THE OWNER. INSPECTION OVERTIME COSTS TO BE BORNE BY CONTRACTOR.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED. (NO SEPARATE PAY)
18. THE CONTRACTOR IS ENCOURAGED TO INSPECT AND DOCUMENT THE PRE-CONSTRUCTION CONDITION OF ALL PRIVATE DRIVEWAYS, MAILBOXES, PAVEMENT AREAS, SIDEWALKS, CURB AND GUTTER, FENCES AND ALL OTHER ITEMS TO BE AFFECTED BY PROPOSED CONSTRUCTION PRIOR TO COMMENCING. FOR RECORD PURPOSES, CONTRACTOR'S DOCUMENTATION OF EXISTING CONDITIONS IS TO BE SHARED WITH THE OWNER AND ENGINEER PRIOR TO CONSTRUCTION.
19. ANY DAMAGE TO EXISTING PAVEMENT OR EXISTING STRUCTURES SHALL BE REPAIRED TO PRECONSTRUCTION CONDITION OR BETTER AT CONTRACTOR'S EXPENSE. EXISTING STRUCTURES MAY INCLUDE BUT ARE NOT LIMITED TO INLETS, MANHOLES, POWER POLES, SIDEWALKS, CURB AND GUTTER, FENCES, SPRINKLER SYSTEMS, LAWNS OR PRIVATE PROPERTY.
20. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. NOTIFY TEXAS ONE CALL FOR UTILITY LOCATIONS PRIOR TO ANY AND ALL EXCAVATIONS.
21. CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN WORKING NEAR EXISTING FACILITIES AND/OR UTILITIES. ALL DAMAGE TO BE REPAIRED AT CONTRACTOR'S EXPENSE. ALL COSTS FOR INTERRUPTION OF GAS, ELECTRICAL, COMMUNICATIONS AND/OR WATER SERVICE DUE TO CONTRACTOR'S WORK SHALL BE BORNE BY THE CONTRACTOR.

22. **INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.**
23. ALL WORK SHALL BE PERFORMED WITHIN RIGHT-OF-WAY, EASEMENTS OR ON PUBLIC-OWNED PROPERTY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION TO USE PRIVATE PROPERTY, IF NECESSARY, FOR THE PURPOSES OF STAGING, STOCKPILE, STORAGE OR REFUSE AREAS. THE CONTRACTOR SHALL PROVIDE WRITTEN EVIDENCE TO THE CITY PRIOR TO USE.
24. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED RESIDENTS OR BUSINESS OWNERS OF CONSTRUCTION ACTIVITY THROUGH THE USE OF BILINGUAL (ENGLISH AND SPANISH) DOOR TAGS, PAMPHLETS OR SIMILAR METHODS. ALL AFFECTED PARTIES MUST BE NOTIFIED A MINIMUM OF 48-HOURS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE A SAMPLE OF THE NOTIFICATION TO THE CITY PRIOR TO IMPLEMENTATION.
25. CONTRACTOR TO ENSURE SAME DAY ACCESS TO ALL RESIDENCES AND BUSINESSES ADJACENT TO CONSTRUCTION.
26. THE CONTRACTOR SHALL DO ALL NECESSARY CLEARING, EXCAVATION, TRENCHING, SHORING, DE-WATERING, DEMOLITION, GRADING, BACKFILLING, ETC. TO COMPLETE THE PROJECT. ASSOCIATED COSTS SHALL BE SUBSIDIARY TO THE RESPECTIVE BID ITEMS AS IDENTIFIED IN THE CONTRACT UNLESS NOTED OTHERWISE.
27. THE CONTRACTOR SHALL PROVIDE A GROUNDWATER CONTROL PLAN FOR APPROVAL BY THE CITY OF EDINBURG ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION. THE PLAN SHALL BE DEVELOPED, SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS AND OUTLINE THE CONTRACTOR'S MEANS AND METHODS FOR CONTROLLING GROUNDWATER INCLUDING THE LOCATION OF ALL PROPOSED GROUNDWATER MONITORING WELLS FOR VERIFICATION PRIOR TO BEGINNING EXCAVATION FOR THE CONTRACTOR'S PROPOSED EXCAVATION SAFETY SYSTEM. ADEQUACY AND IMPLEMENTATION OF THE PLAN IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CITY OF EDINBURG ENGINEERING DEPARTMENT RESERVES THE RIGHT TO REJECT PLANS. THE GROUNDWATER CONTROL PLAN WILL BE MAINTAINED IN THE CITY OF EDINBURG ENGINEERING DEPARTMENT'S REPRESENTATIVE FILES FOR REFERENCE PURPOSES ONLY. NO REVIEW WILL BE MADE NOR IS ANY RESPONSIBILITY FOR THE PLAN ASSUMED BY THE CITY OF EDINBURG ENGINEERING DEPARTMENT OR THE CITY OF EDINBURG ENGINEERING DEPARTMENT'S REPRESENTATIVES. (NO SEPARATE PAY)
28. THE CONTRACTOR SHALL PROVIDE A DEWATERING PLAN FOR APPROVAL BY THE CITY OF EDINBURG ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION. THE PLAN SHALL BE DEVELOPED, SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS AND OUTLINE THE CONTRACTOR'S MEANS AND METHODS. ADEQUACY AND IMPLEMENTATION OF THE PLAN IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CITY OF EDINBURG ENGINEERING DEPARTMENT RESERVES THE RIGHT TO REJECT PLANS. THE DEWATERING PLAN WILL BE MAINTAINED IN THE DISTRICT'S REPRESENTATIVE FILES FOR REFERENCE ONLY. NO REVIEW WILL BE MADE NOR IS ANY RESPONSIBILITY FOR THE PLAN ASSUMED BY THE CITY OF EDINBURG ENGINEERING DEPARTMENT OR THE CITY OF EDINBURG ENGINEERING DEPARTMENT'S REPRESENTATIVES. (NO SEPARATE PAY)
29. THE CONTRACTOR SHALL PROVIDE AN EMERGENCY PLAN, IN CASE OF A LARGE RAIN EVENT, FOR APPROVAL BY THE CITY PRIOR TO CONSTRUCTION. THE PLAN SHALL BE DEVELOPED, SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS. ADEQUACY AND IMPLEMENTATION OF THE PLAN IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CITY RESERVES THE RIGHT TO REJECT PLANS. (NO SEPARATE PAY)
30. ALL COMPACTION SHALL BE ACHIEVED BY MECHANICAL METHODS. NO WATER JETTING ALLOWED.
31. ALL SPOIL MATERIAL AND DEBRIS SHALL BE DISPOSED OFFSITE BY THE CONTRACTOR IN A LEGAL MANNER. FURNISHING AND TRANSPORTATION OF ALL OFFSITE MATERIAL TO BE AT CONTRACTOR'S EXPENSE.
32. DEMOLITION, REMOVAL AND DISPOSAL OF ALL EXCESS CONCRETE, CURBS, RUBBLE, ETC. TO BE DONE IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.
33. THE CONTRACTOR SHALL KEEP THE CONSTRUCTION AREA AS CLEAN AS POSSIBLE. ALL ASSOCIATED DEBRIS SHALL BE COLLECTED AND PROPERLY DISPOSED OF AT THE END OF EACH WORKDAY.
34. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RETURN THE SITE TO ORIGINAL CONTOURS UNLESS DIFFERENT FINISHED ELEVATIONS ARE SHOWN ON PLANS. CONTRACTOR TO ENSURE NO AREAS OF PONDING ARE PRESENT.
35. THIS PROJECT IS SUBJECT TO THE AMERICAN IRON AND STEEL (AIS) REQUIREMENTS OF SECTION 608 OF THE FEDERAL WATER POLLUTION CONTROL ACT ALL IRON AND STEEL PRODUCTS FOR CONSTRUCTION ALTERATION MAINTENANCE OR REPAIRS INCORPORATED IN THESE PLANS MUST BE PRODUCED IN THE UNITED STATES.
36. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING ALL FIELD CHANGES AND FURNISHING A LEGIBLE SET OF "AS-BUILT" DRAWINGS TO THE CITY.
37. DURING EXCAVATION AND GRADING, IF SANDY SOILS ARE ENCOUNTERED AT OR WITHIN 1-FOOT OF THE PROPOSED GROUND ELEVATION, THE SANDY SOILS MUST BE REMOVED AND REPLACED WITH A 1-FOOT MINIMUM COMPACTED CLAY LAYER. THE CLAY MATERIAL MUST BE FREE OF ROOTS, VEGETATION, AND OTHER ORGANIC OR DEGRADABLE MATERIALS, BE CLASSIFIED (ACCORDING TO THE UNIFIED SOIL CLASSIFICATION SYSTEM) AS CL AND/OR CH, HAVE A MINIMUM LIQUID LIMIT OF 30 PERCENT WITH PLASTICITY INDICES RANGING FROM 20 TO 40 PERCENT, AND HAVE A MINIMUM OF 75% PASSING A NO. 200 SIEVE. REFER TO THE GEOTECHNICAL REPORT FOR THIS PROJECT FOR ADDITIONAL CLAY FILL MATERIAL REQUIREMENTS.
38. MATERIALS USED AS FILL MATERIAL SHOULD CONSIST OF CLAY SOILS AND MUST BE FREE OF ROOTS, VEGETATION, AND OTHER ORGANIC OR DEGRADABLE MATERIALS IN ACCORDANCE WITH THE
39. SHOULD THE FINISHED GRADE CONSIST OF SANDY SOILS, THE SANDY SOILS SHALL BE EXCAVATED TO A DEPTH OF 1 FOOT AND REPLACE WITH CLAY SOILS FREE OF ROOTS, VEGETATION, AND OTHER ORGANIC OR DEGRADABLE MATERIALS IN ACCORDANCE WITH THE (NO SEPARATE PAY).
40. UTILITIES SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS, INCLUDING BUT NOT LIMITED TO BEDDING AND BACKFILL, AT NO ADDITIONAL COST.
41. ALL TRENCH EXCAVATION PROTECTION, CARE AND CONTROL OF WATER, BYPASS PUMPING, BEDDING, BACKFILL, ROADWAY AND STRIPING REPAIR, SIDEWALK REPAIR, CURB AND GUTTER REPAIR, UTILITY RELOCATION COORDINATION, UTILITY PROTECTION AND STAKING ARE SUBSIDIARY TO THE ITEMS LISTED ON THE UNIT PRICE SCHEDULE.
42. CONTRACTOR SHALL OBTAIN, KEEP, AND SUBMIT TO THE CITY AND ENGINEER PHOTOGRAPHIC AND VIDEO DOCUMENTATION PRIOR TO CONSTRUCTION. (NO SEPARATE PAY)

43. CONTRACTOR TO NOTIFY OWNER AND ENGINEER PRIOR TO COMMENCEMENT OF REMOVAL/ DEMOLITION WORK. OWNER HAS FIRST RIGHT OF SALVAGE OF ALL FIXTURES, EQUIPMENT AND BUILDING MATERIALS REMOVED AS PART OF THIS CONTRACT. REMOVED MATERIALS SHALL NOT BE RE-USED IN THE NEW CONSTRUCTION, UNLESS OTHERWISE NOTED. REMOVE ALL OTHER DEBRIS AND WASTE FROM THE SITE AND DISPOSAL OF ASBESTOS MATERIAL IS TO BE DONE IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS.









US 281

GENERAL NOTES

SCALE:		SHEET 2 OF 5			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DN:		DIST		COUNTY	SHEET NO.
CK DN:		PHR		HIDALGO	002
TR:					

UTILITY GENERAL NOTES:

1. THE TYPE, SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES DEPICTED ON THE CONSTRUCTION PLANS WERE RESEARCHED WITH RESPECT TO THE BEST AVAILABLE DATA AND THEREFORE SHOWN APPROXIMATE. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. NEITHER THE ENGINEER NOR THE CITY IS RESPONSIBLE FOR THE ACCURACY OF THE LOCATION OF THE UTILITIES SHOWN ON THE CONSTRUCTION PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL UTILITY COMPANIES WITH JURISDICTION WITHIN THE LIMITS OF CONSTRUCTION FOR FIELD VERIFICATION AT NO ADDITIONAL EXPENSE TO THE CITY. UTILITY COMPANIES TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING:
- | | |
|-------------------------|----------------|
| EDINBURG ENGINEERING | (956) 388-8211 |
| EDINBURG PUBLIC UTILITY | (956) 388-8212 |
| TEXAS 811 | 811 |
| DCP MIDSTREAM | (956) 383-9462 |
| ENTERPRISE PRODUCTS | (281) 887-3353 |
| KINDER MORGAN | (361) 489-3962 |
| ATT | (956) 630-8154 |
| FIBERLIGHT | (956) 607-7163 |
| VALLEY TELEPHONE | (210) 414-9310 |
| MVEC | (956) 207-2480 |
2. **CONTRACTOR TO EXPOSE ANY EXISTING UTILITY THAT MAY BE IN CONFLICT PRIOR TO COMMENCING CONSTRUCTION AND EXCAVATION.**
3. **INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES.**
4. THE CONTRACTOR SHALL NOTIFY ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS RESPONSIBLE FOR PUBLIC AND PRIVATE UTILITIES AFFECTED BY HIS/HER OPERATIONS PRIOR TO COMMENCING CONSTRUCTION.
5. CONTRACTOR SHALL AT ALL TIMES ALLOW ACCESS TO EXISTING DRIVEWAY OR PROVIDE/MAINTAIN ALTERNATIVE ALL-WEATHER ROUTES.
6. ALL TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION.
7. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
8. ALL CONSTRUCTION MATERIALS TESTING WILL BE COORDINATED THROUGH AND PROVIDED BY THE OWNER. RE-TEST TO BE AT CONTRACTOR'S EXPENSE.
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ALL EXCAVATED MATERIAL, EXCESS CONCRETE, AND DEBRIS FROM THE CONSTRUCTION SITE AT NO ADDITIONAL EXPENSE TO THE DISTRICT.
10. IN ACCORDANCE WITH HOUSE BILLS 662 AND 665 ENACTED BY THE TEXAS LEGISLATURE (70TH REGULAR LEGISLATIVE SESSION), THE CONTRACTOR SHALL MEET THE REQUIREMENTS FOR TRENCH SAFETY AS OUTLINED IN THE CURRENT VERSION OF THE UNITED STATES DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS, 29 CFR, PART 1926, SUBPART P-EXCAVATIONS.
11. PRIOR TO COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL PROVIDE A TRENCH SAFETY PLAN. ALL PLANS SHALL BE PREPARED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS. THE PLAN SHALL BE SUBMITTED TO THE CITY ENGINEERING DEPARTMENT FOR APPROVAL.
12. IN THE EVENT CONDITIONS ENCOUNTERED IN THE FIELD REQUIRE TRENCH SAFETY SYSTEMS OUTSIDE OF THE EXTENTS SUGGESTED TRENCH PROTECTION SHOWN ON THE CONSTRUCTION PLANS, ALL EXCAVATION SHALL CEASE AND THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A REVISED TRENCH SAFETY PLAN. NO EXCAVATION SHALL RESUME UNTIL THE REVISED TRENCH SAFETY PLAN HAS BEEN APPROVED.
13. THE CONTRACTOR SHALL ENSURE APPROVED TRENCH SAFETY PLANS ARE IMPLEMENTED. FAILURE TO ADHERE TO THE TRENCH SAFETY PLAN WILL RESULT IN A STOP WORK ORDER. NON-COMPLIANCE INCIDENTS MAY BE REPORTED TO OSHA.
14. TRENCHES OR EXCAVATIONS MAY NOT BE LEFT OPEN OVERNIGHT UNLESS AUTHORIZED IN WRITING BY THE CITY ENGINEERING DEPARTMENT. IN CASES WHERE TRENCHES ARE LEFT OPEN, THE CONTRACTOR MUST PROVIDE TRAFFIC-RATED, ANCHORED STEEL PLATE COVERS APPROVED BY THE DISTRICT.
15. CONTRACTOR SHALL PROTECT AND SUSPEND ALL EXISTING UTILITIES TO REMAIN.
16. ALL UTILITIES SHALL REMAIN IN SERVICE AT ALL TIMES. THE PROTECTION, TEMPORARY BYPASS PUMPING, ETC. OF ALL UTILITY LINES SHALL BE INCIDENTAL TO THE INSTALLATION OF THE PROPOSED UTILITIES INCLUDING BUT NOT LIMITED TO STORM SEWER, WATER, SANITARY SEWER, ETC. CONTRACTOR SHALL COORDINATE WITH UTILITY OWNERS (NO SEPARATE PAY).

WATERLINE CONSTRUCTION NOTES:

3. ALL WATERLINES TO BE C-900 (DR 18) UNLESS OTHERWISE NOTED.
2. DOUBLE CHECK VALVE WILL BE REQUIRED WHEN FILLING NEW WATERLINE FOR PRESSURE TESTING.
3. ALL WATER, REUSE (RECLAIMED), & WASTEWATER COLLECTION LINE CROSSINGS TO BE CONSTRUCTED IN ACCORDANCE WITH TCEQ REGULATION, CHAPTER 210, 290 & 217.
4. CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING LINES TO BE TIED IN TO NEW MAIN PRIOR TO SETTING LOCATION OF TIE-IN TEE AND VALVE ON MAIN.
5. WATERLINE MAINS TO BE HYDROSTATICALLY AND BACTERIOLOGICALLY TESTED PER OWNER'S REQUIREMENTS PRIOR TO TIE-INS. OWNER APPROVAL OF TESTING IS REQUIRED.
6. ALL CROSSINGS OF WASTEWATER COLLECTION LINES AND WATERLINES CONSTRUCTED IN ACCORDANCE WITH TCEQ REGULATIONS CHAPTER 290 AND 217. SEPARATION DISTANCES SHALL COMPLY WITH 30 TAC 217.53(D).
7. CONTRACTOR SHALL MAINTAIN AS MINIMUMS 10 FEET HORIZONTAL AND 2 FEET VERTICAL SEPARATION BETWEEN WATERLINES AND ANY OTHER SEWER.
8. NO WATER JETTING ALLOWED; MECHANICAL COMPACTION REQUIRED.
9. ALL FIRE HYDRANTS AND BLOW OFF VALVES SHALL BE PLACED 1 FOOT FROM ROW. ALL PROPOSED FIRE HYDRANTS AND BLOW OFF VALVES TO HAVE A 5'X3' 4" CALICHE PAD. PAD IS INCIDENTAL TO THE INSTALLATION OF THE FIRE HYDRANT AND BLOW OFF VALVE (AT NO SEPARATE PAY).
10. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 4FT OF COVER ON ALL WATERLINES, UNLESS OTHERWISE NOTED ON PLANS.
11. FITTINGS TO BE USED ON DEFLECTIONS AS NEEDED. FITTINGS ARE INCIDENTAL TO THE INSTALLATION OF THE WATERLINE. (NO SEPARATE PAY)
12. CONTRACTOR IS RESPONSIBLE FOR INSTALLING VALVES, FITTINGS AND ALL INCIDENTALS AS NEEDED FOR A COMPLETE IN PLACE SYSTEM AND SHALL BE SUBSIDIARY TO PIPE INSTALLATION.
13. WATERLINE VALVES SHALL ONLY BE OPERATED BY THE OWNER. CONTRACTOR TO COORDINATE WITH THE OWNER IF WATERLINE VALVE OPERATIONS ARE REQUIRED DURING CONSTRUCTION.
14. ALL PIPE TO BE STORED A MINIMUM OF 6 INCHES ABOVE GROUND.
15. ALL PIPE, FITTINGS, AND MATERIALS ARE TO BE INSPECTED AND APPROVED BY THE CITY PRIOR TO INSTALLATION.
16. CONTRACTOR SHALL PROVIDE CONSTANT WATER SERVICES TO SURROUNDING RESIDERS. IF CONTRACTOR FORESEES THAT THERE WILL BE AN INTERRUPTION IN WATER SERVICES AT ANY TIME DURING CONSTRUCTION, IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY CITY OF EDINBURG PUBLIC UTILITY AND AFFECTED USERS, AT LEAST TWO DAYS BEFORE DISCONNECTION WILL OCCUR. NOTICE SHALL INCLUDE DATE, ANTICIPATED DURATION OF THE OUTAGE, AND CONTACT INFORMATION FOR THE CONTRACTOR. CONTRACTOR TO FOLLOW ALL CITY REQUIREMENTS.
17. THE CONTRACTOR SHALL PROVIDE A WATERLINE INSTALLATION PLAN FOR APPROVAL BY THE CITY OF EDINBURG ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION. THE PLAN SHALL OUTLINE THE CONTRACTOR'S MEANS AND METHODS, AND SEQUENCING FOR REMOVING THE EXISTING WATERLINES AND INSTALLING ALL PROPOSED WATERLINES FOR VERIFICATION PRIOR TO BEGINNING EXCAVATION. ADEQUACY AND IMPLEMENTATION OF THE PLAN IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CITY OF EDINBURG ENGINEERING DEPARTMENT RESERVES THE RIGHT TO REJECT PLANS. THE WATERLINE INSTALLATION PLAN WILL BE MAINTAINED IN THE CITY OF EDINBURG ENGINEERING DEPARTMENT'S REPRESENTATIVE FILES FOR REFERENCE PURPOSES ONLY. NO REVIEW WILL BE MADE NOR IS ANY RESPONSIBILITY FOR THE PLAN ASSUMED BY THE CITY OF EDINBURG ENGINEERING DEPARTMENT OR THE CITY OF EDINBURG ENGINEERING DEPARTMENT'S REPRESENTATIVES. (NO SEPARATE PAY)



LOCATION (SHEET)	STATION RANGE	REMOV STR (PIPE)	REMOVE ASBESTOS CEMENT WATERLINE	REMOVE AND RELOCATE WATER METERS AND METER VAULTS	CONNECT TO EXIST. WATER METER	CUTTING AND CAPPING ABANDONED WATERLINE	WATER MAIN PIPE (PVC)(2IN)(DR18)(C900)	WATER MAIN PIPE (PVC)(8IN)(DR18)(C900)	WATER MAIN PIPE (PVC)(12IN)(DR18) (C900)	JCK TUN BOR OR AUG CSG (STL) (24IN)	24" STEEL CASING (OPEN CUT)	16" STEEL CASING (OPEN CUT)	SERVICE LINE (SHORT SIDE) (1-1/2" TO 2")	SERVICE LINE (LONG SIDE) (1-1/2" TO 2")
		LF	LF	EA	EA	EA	LF	LF	LF	LF	LF	LF	EA	EA
101 / 201	9+00 TO 20+00	956							963					
102 / 202	20+00 TO 30+00	1,003							1001		18			
103 / 203	30+00 TO 40+00	2,037						604	993	286		18		
104 / 204	40+00 TO 60+00	2,012	1,967		2			1682	2043				2	
105 / 205	60+00 TO 80+00	2,065	1,995	2				2040	1954		18	18	2	
106 / 206	80+00 TO 90+00	1,027	595	3		1		58	1342	302			3	
107 / 207	90+00 TO 100+00	1,025		3					1035				3	
108 / 208	100+00 TO 110+00	1,025		1			26		1042				1	
109 / 209	110+00 TO 120+00	1,008		3					1025				3	
110 / 210	120+00 TO 140+00	2,207	791	8		1			1993		36		7	1
111 / 211	140+00 TO 160+00	2,235	2,036	6		2		1257	1992				6	
112 / 212	160+00 TO 180+00	1,983	2,103	3	3	1		3958	689	635			8	
113 / 213	180+00 TO 200+00	1,693	715	2	1	2		1425				20	3	
114 / 214	200+00 TO 220+00	1,345				1		1351				56		
115 / 215	220+00 TO 240+00	2,000	935			1		2966				9		
116 / 216	240+00 TO 260+00	2,641	916		1			4322		278		9	1	
117 / 217	260+00 TO 280+00	2,000	2,000	2				4003					2	
118 / 218	280+00 TO 300+00	3,324	1,000	1		2		4311		285		72	1	
119 / 219	300+00 TO 320+00	2,909		3	2	1		4015				18	5	
120 / 220	320+00 TO 340+00	4,991		9	4			4008				18	11	
121 / 221	340+00 TO 360+00	2,520		5	3	1		4033				36	6	
122 / 222	360+00 TO 380+00	1,733		8	3	1		4025				36	9	
123 / 223	380+00 TO 400+00	1,764		4	1	1		3179					4	
TOTAL		45,503	15,053	63	20	15	26	47237	16072	1786	72	310	77	1

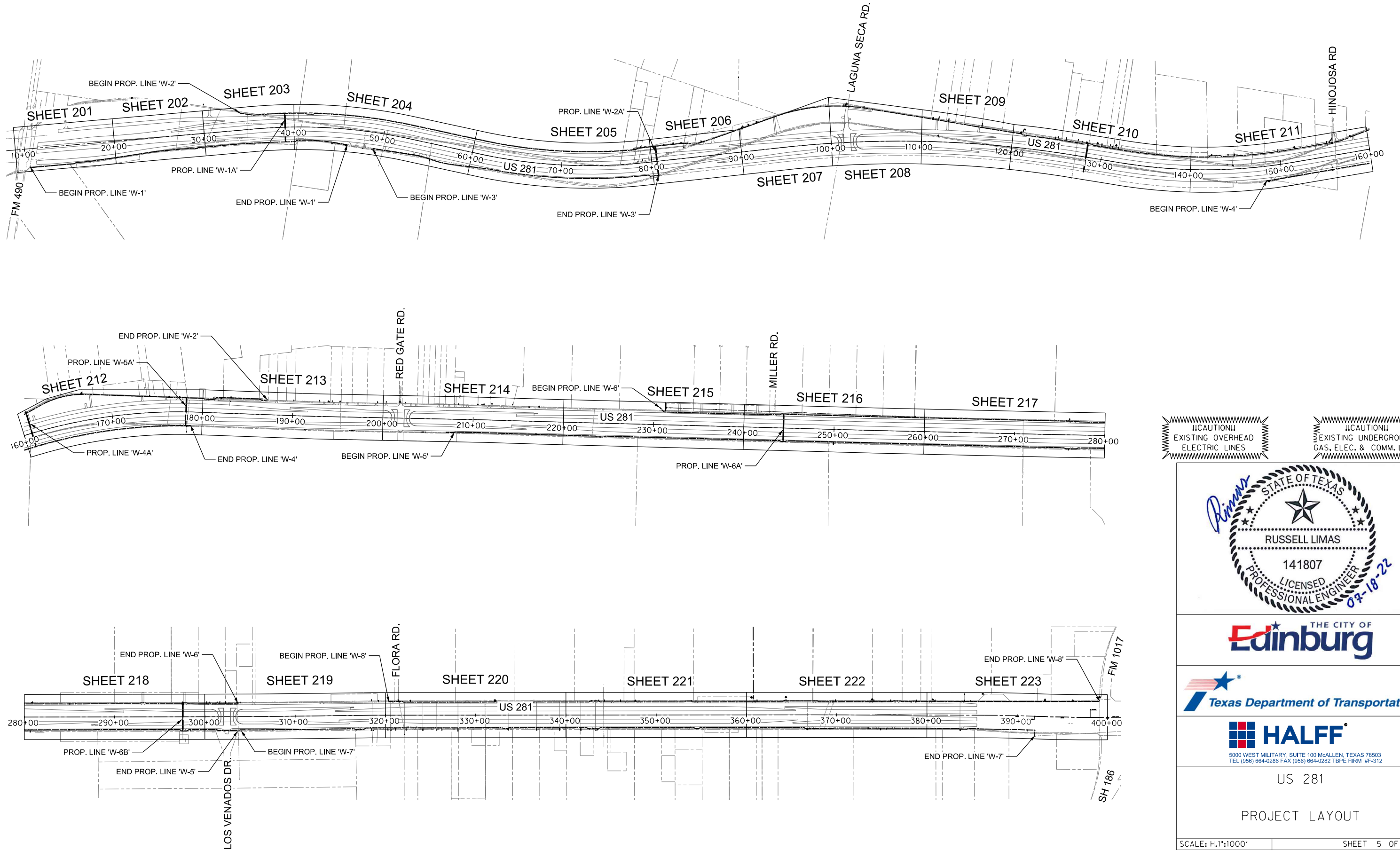
LOCATION (SHEET)	STATION RANGE	FIRE HYDRANT ASSEMBLY	BLOW OFF VALVE (2IN)	GATE VALVE W/BOX (8IN)	GATE VALVE W/BOX (12IN)	CONNECT TO EXISTING WATER LINE	WET CONNECTION	CUT & RESTORE PAVEMENT (DRIVEWAY)	TRENCH SAFETY
		EA	EA	EA	EA	EA	EA	SY	LF
101 / 201	9+00 TO 20+00	1			1	1	1		963
102 / 202	20+00 TO 30+00	1	1	1	0			33	1,001
103 / 203	30+00 TO 40+00		3	2	3	1			1,597
104 / 204	40+00 TO 60+00	2	3	2	2	2		87	3,725
105 / 205	60+00 TO 80+00	1	3		2			22	3,994
106 / 206	80+00 TO 90+00	1	1	1	4			62	1,400
107 / 207	90+00 TO 100+00	1			1			16	1,035
108 / 208	100+00 TO 110+00	1			1	1		22	1,068
109 / 209	110+00 TO 120+00	1			1			24	1,025
110 / 210	120+00 TO 140+00	2			2			82	1,993
111 / 211	140+00 TO 160+00	3	1	2	2	2		136	3,249
112 / 212	160+00 TO 180+00	3	4	5	5	1		64	4,647
113 / 213	180+00 TO 200+00	1	1	2		1		48	1,425
114 / 214	200+00 TO 220+00	1	1	1		1			1,351
115 / 215	220+00 TO 240+00		2	2		1		39	2,966
116 / 216	240+00 TO 260+00		3	4				63	4,322
117 / 217	260+00 TO 280+00	2	2	4				25	4,003
118 / 218	280+00 TO 300+00	1	3	6				93	4,311
119 / 219	300+00 TO 320+00	2	1	3		1		103	4,015
120 / 220	320+00 TO 340+00	3	1	4		1		241	4,008
121 / 221	340+00 TO 360+00	4		4				122	4,033
122 / 222	360+00 TO 380+00	4		4				138	4,025
123 / 223	380+00 TO 400+00	2	3	5		2	2	46	3,179
TOTAL		37	33	52	24	15	3	1,466	63,335



US 281

SUMMARIES

1	REVISION 1	8-15-22	SCALE:		SHEET 4 OF 5			
2	REVISION 2	10-21-22	DN:		CONT	SECT	JOB	HIGHWAY
3	REVISION 3	1-18-23	CK DN:		000	00	000	US 281
			DN:		DIST	COUNTY		SHEET NO.
			CK DN:		PHR	HIDALGO		004
NO.	DESCRIPTION	DATE	TR:					
			CK TR:					



CAUTION!!
EXISTING OVERHEAD
ELECTRIC LINES

CAUTION!!
EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES



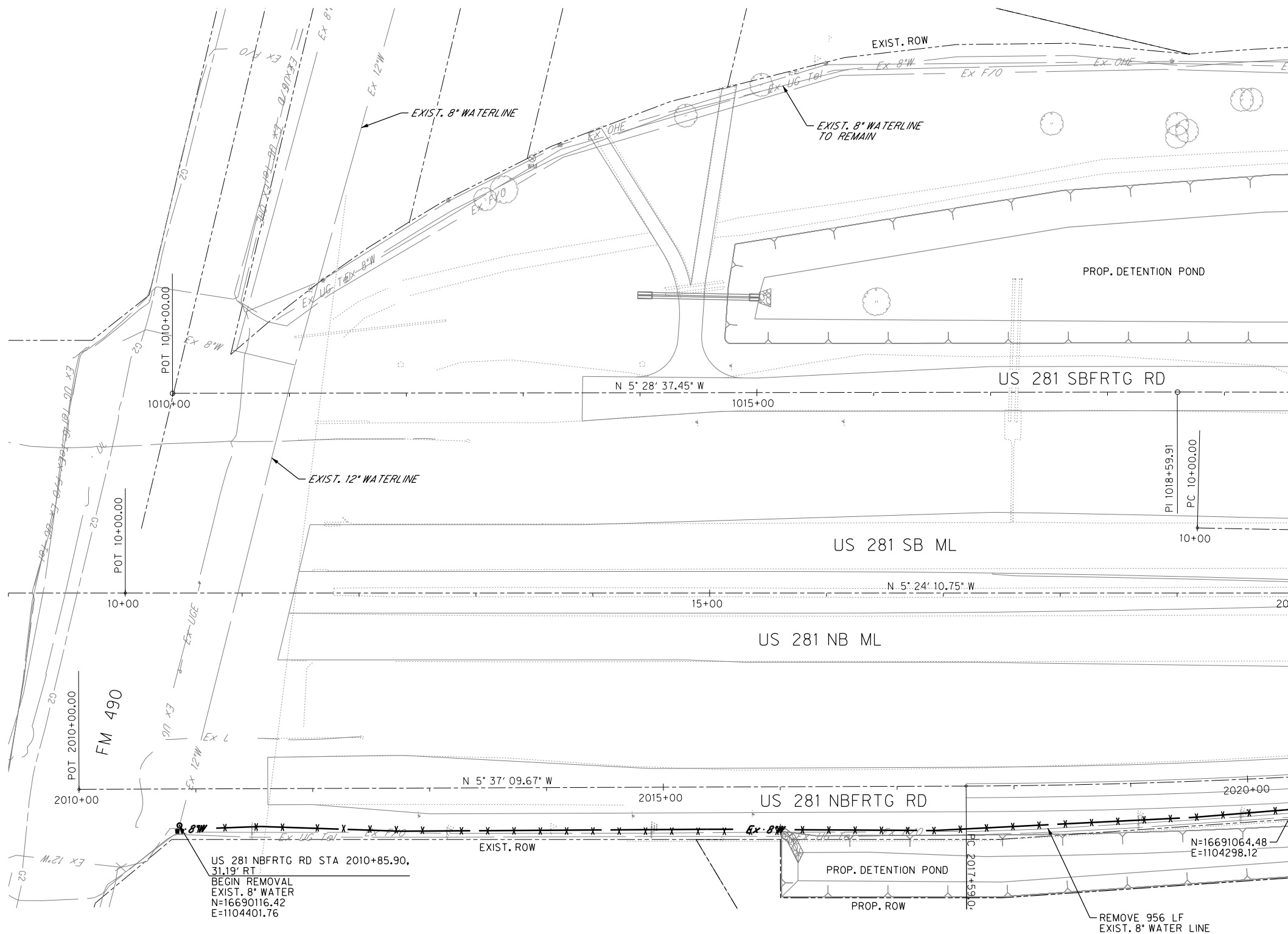
THE CITY OF
Edinburg

Texas Department of Transportation

HALFF
5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
PROJECT LAYOUT

SCALE: H.1"=1000'				SHEET 5 OF 5			
DN:	CONT	SECT	JOB	HIGHWAY			
CK DN:	000	00	000	US 281			
CK DN:	DIST	COUNTY		SHEET NO.			
TR:	PHR	HIDALGO		005			
CK TR:							

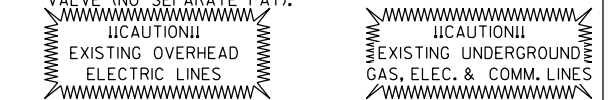


LEGEND

EXISTING	PROPOSED	
		R.O.W.
		WATER LINE
		VALVE
		BLOW OFF VALVE
		FIRE HYDRANT
		WATER METER

NOTES:

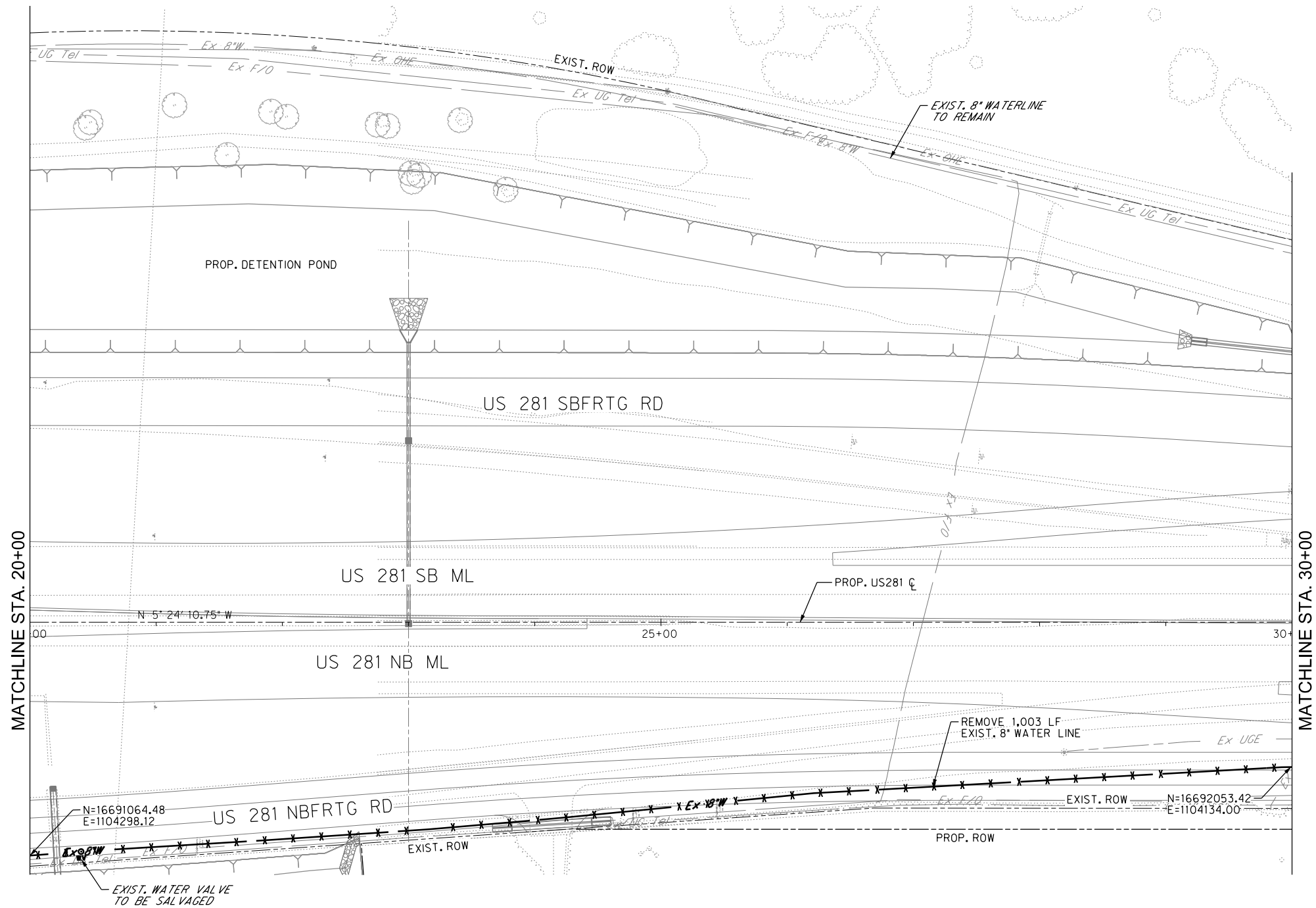
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2. ALL FIRE HYDRANTS AND BLOW OFF VALVES SHALL BE PLACED 1 FOOT FROM ROW.
3. CONTRACTOR SHALL REMOVE AND RELOCATE EXISTING WATER METERS AND BOXES (OR VAULTS) AS NOTED, AND ADJUST SERVICE LINE AS NEEDED TO MAINTAIN WATER SERVICES TO PROPERTY. CONTRACTOR TO COORDINATE WITH EDINBURG UTILITY DEPARTMENT AND PROPERTY OWNERS PRIOR TO ENTERING TO AND ADJUSTING SERVICES FOR THE PROPERTY.
4. ALL PROPOSED FIRE HYDRANTS AND BLOW OFF VALVES TO HAVE A 5'X3' 4" CALICHE PAD. PAD IS INCIDENTAL TO THE INSTALLATION OF THE FIRE HYDRANT AND BLOW OFF VALVE (NO SEPARATE PAY).



5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
DEMOLITION PLAN
STA 9+00 TO 20+00

SCALE: H.1"=100'		SHEET 1 OF 23			
DN ₁		CONT	SECT	JOB	HIGHWAY
CK DN ₁		000	00	000	US 281
DN ₂		DIST			COUNTY
CK DN ₂		PHR			SHEET NO.
TR ₁		HIDALGO			101
CK TR ₁					



LEGEND

EXISTING		PROPOSED		
---	Ex #	---	W	R.O.W.
○	WV	○	W	WATER LINE
●	WV	⊗	W	VALVE
⊗	WV	⊗	W	BLOW OFF VALVE
⊗	WV	⊗	W	FIRE HYDRANT
⊗	WV	⊗	W	WATER METER

NOTES:

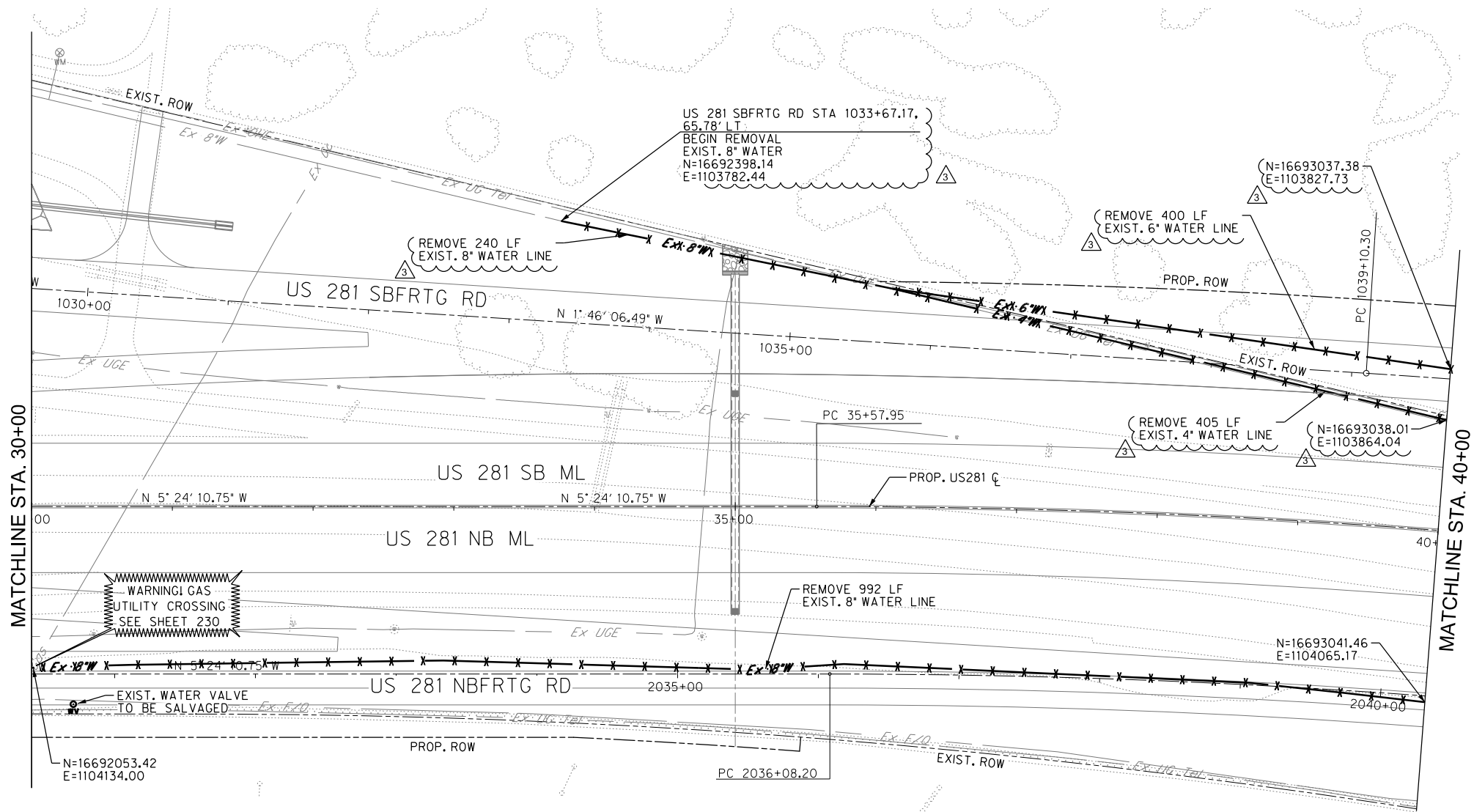
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 4. ALL PROPOSED FIRE HYDRANTS AND BLOW OFF VALVES TO HAVE A 5'X3' 4" CALICHE PAD. PAD IS INCIDENTAL TO THE INSTALLATION OF THE FIRE HYDRANT AND BLOW OFF VALVE (NO SEPARATE PAY).
- CAUTION!!
- EXISTING OVERHEAD ELECTRIC LINES
- EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES



US 281
DEMOLITION PLAN
STA 20+00 TO 30+00

SCALE: H:1"=100'		SHEET 2 OF 23			
DN:	CONT	SECT	JOB	HIGHWAY	
CK DN:	000	00	000	US 281	
DN:	DIST	COUNTY		SHEET NO.	
CK DN:	PHR	HIDALGO		102	
TR:					
CK TR:					

CALL TEXAS 811
BEFORE YOU DIG



LEGEND

EXISTING	PROPOSED	R.O.W.
---	---	WATER LINE
Ex #	W	VALVE
○	⊗	BLOW OFF VALVE
⊗	⊗	FIRE HYDRANT
⊗	⊗	WATER METER

NOTES:

1. INFORMATION ON EXISTING AND PROPOSED UTILITIES IS APPROXIMATE AND BASED ON BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY LOCATION AND DEPTH OF THESE UNDERGROUND UTILITIES AS REQUIRED, AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.
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- CAUTION!!
EXISTING OVERHEAD
ELECTRIC LINES
- CAUTION!!
EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES

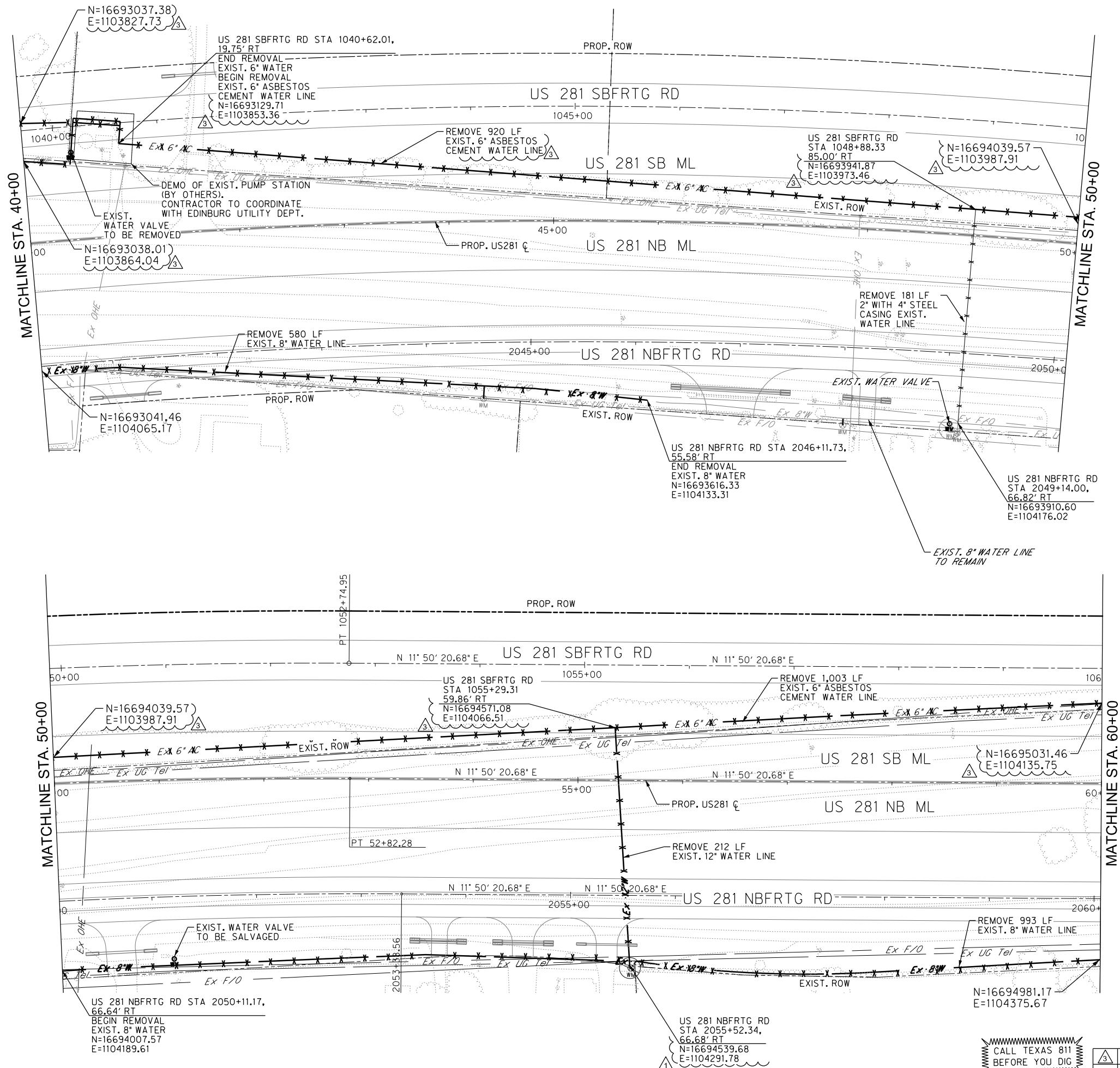


US 281
DEMOLITION PLAN
STA 30+00 TO 40+00

SCALE: H:1"=100'		SHEET 3 OF 23				
DN:		CONT	SECT	JOB	HIGHWAY	
CK DN:		000	00	000	US 281	
DN:		DIST	COUNTY		SHEET NO.	
CK DN:		PHR	HIDALGO		103	
TR:						
CK TR:						

CALL TEXAS 811
BEFORE YOU DIG

3	REVISION 3	1-18-23
NO.	EXIST. WLINE REALIGNMENT	DATE



LEGEND

EXISTING	PROPOSED	R.O.W.
---	---	---
Ex #	W	WATER LINE
○	○	VALVE
○	⊗	BLOW OFF VALVE
⊕	⊕	FIRE HYDRANT
⊗	⊗	WATER METER

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- EXISTING OVERHEAD ELECTRIC LINES
- EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES



THE CITY OF
Edinburg

Texas Department of Transportation

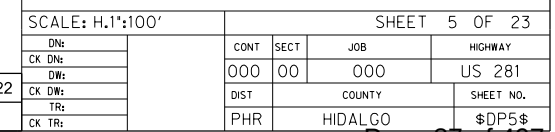
HALFF
5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
DEMOLITION PLAN
STA 40+00 TO 60+00

SCALE: H:1"=100'		SHEET 4 OF 23			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DN:		DIST	COUNTY		SHEET NO.
CK DN:		PHR	HIDALGO		104
TR:					
CK TR:					

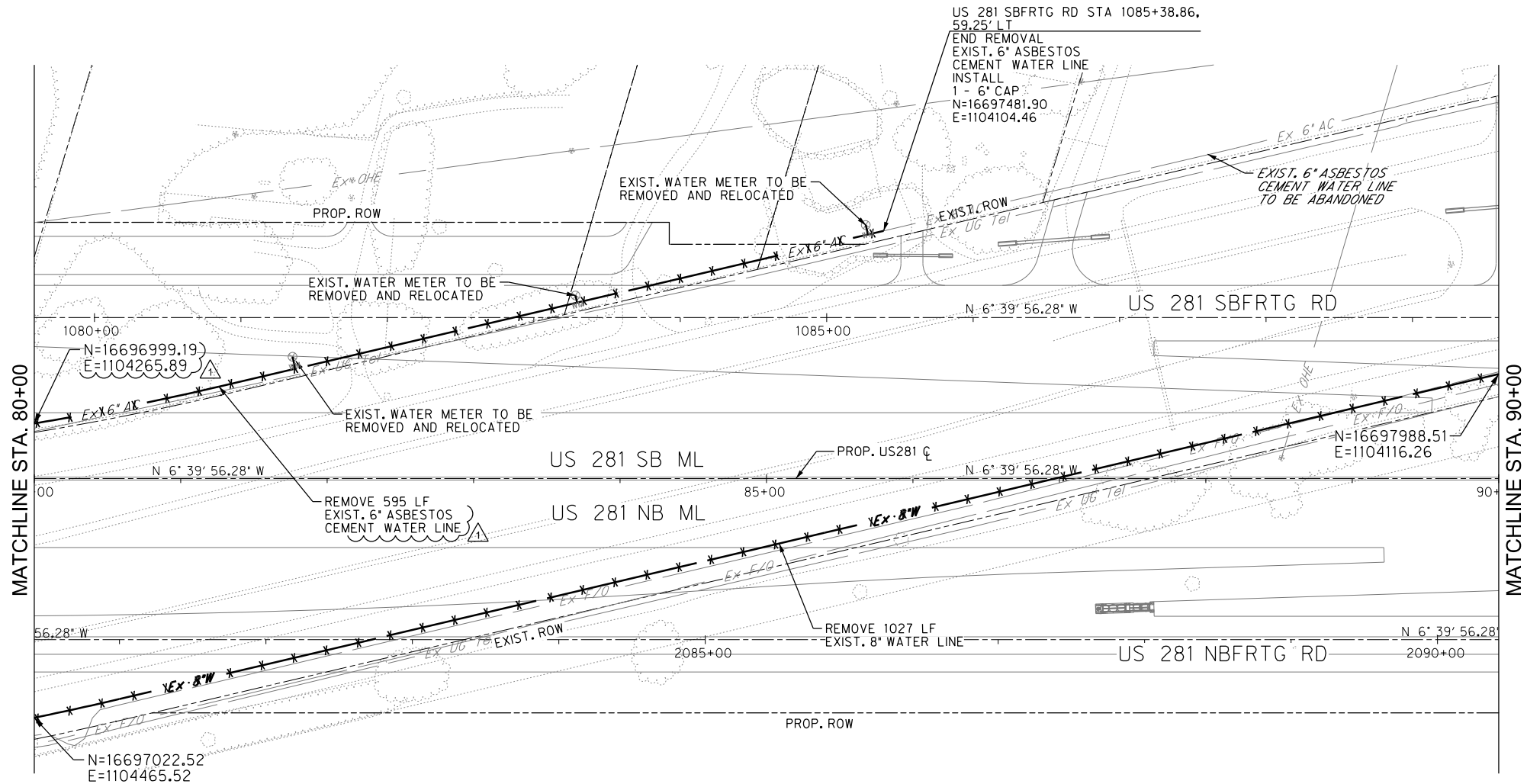
NO.	REVISION 3	1-18-23
NO.	EXIST. WLINE REALIGNMENT	DATE

CALL TEXAS 811
BEFORE YOU DIG



CALL TEXAS 811
BEFORE YOU DIG

	REVISION 1	8-15-2
NO.	EXIST. WLINE REALIGNMENT	DATE



LEGEND

EXISTING	PROPOSED	R.O.W.
---	---	---
Ex #	W	WATER LINE
○	○	VALVE
○	⊗	BLOW OFF VALVE
⊕	⊕	FIRE HYDRANT
⊗	⊗	WATER METER

NOTES:

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- CAUTION!!
- EXISTING OVERHEAD ELECTRIC LINES
- EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES

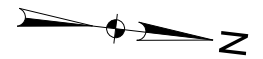
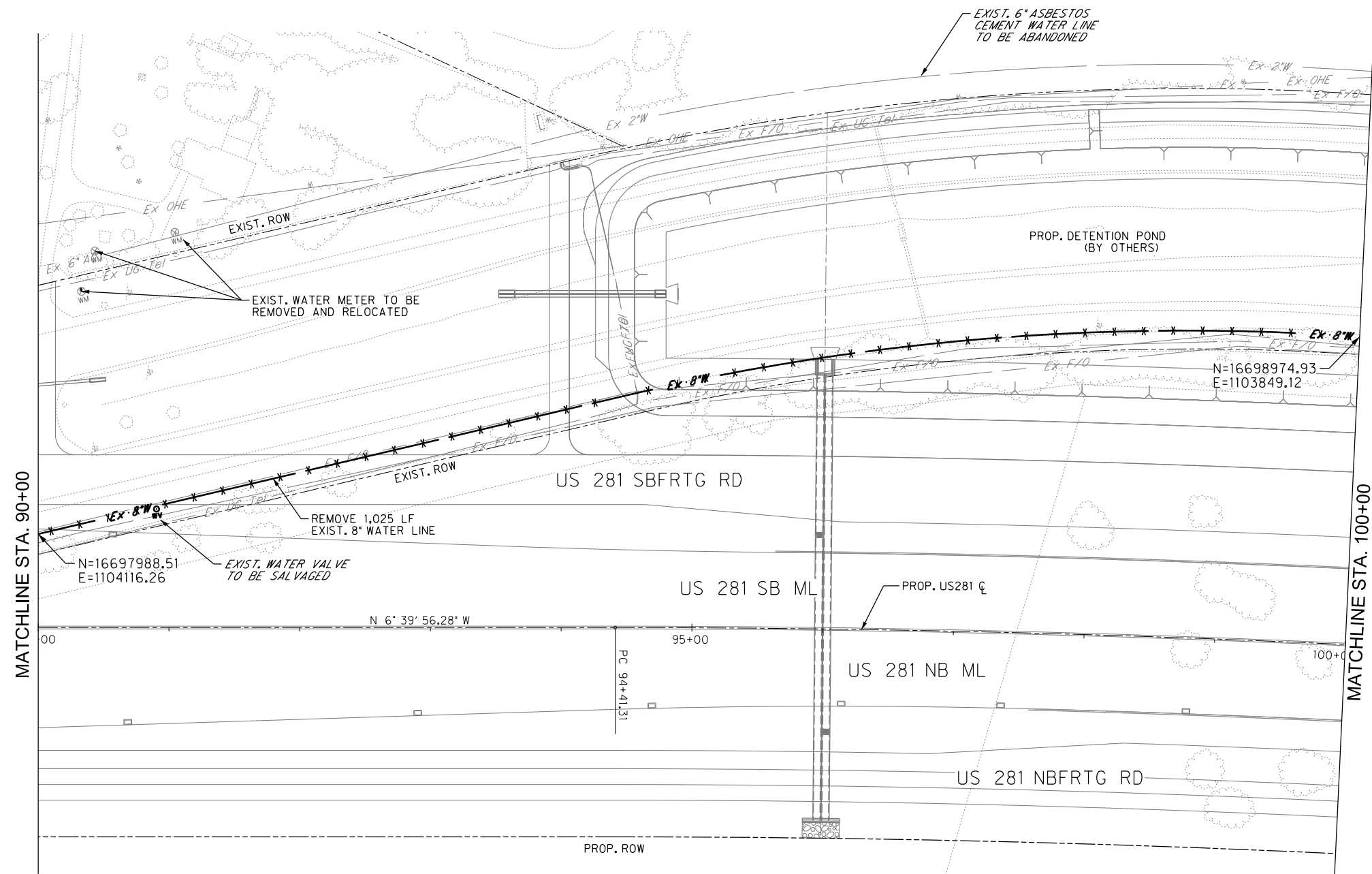


US 281
DEMOLITION PLAN
STA 80+00 TO 90+00

SCALE: H.1"=100'		SHEET 6 OF 23			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DN:					
CK DN:		DIST	COUNTY		SHEET NO.
TR:					
CK TR:		PHR	HIDALGO		\$DP6\$

CALL TEXAS 811
BEFORE YOU DIG

NO.	REVISION 1	8-15-22
1	EXIST. WLINE. REALIGNMENT	DATE

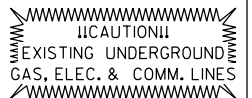
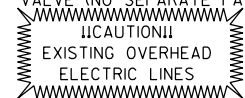


LEGEND

EXISTING	PROPOSED	
		R.O.W.
		WATER LINE
		VALVE
		BLOW OFF VALVE
		FIRE HYDRANT
		WATER METER

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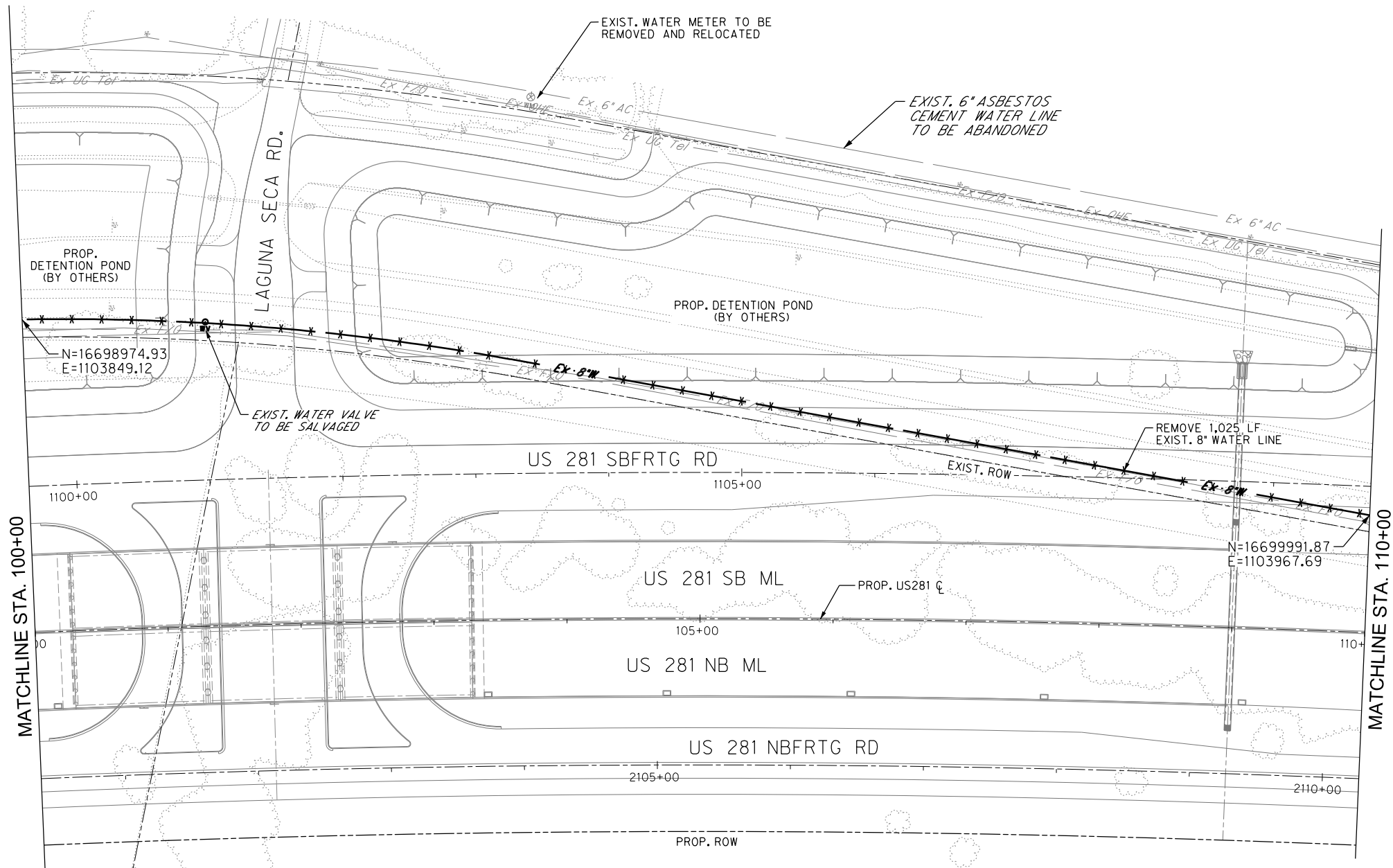


5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
DEMOLITION PLAN
STA 90+00 TO 100+00

SCALE: H:1"=100'		SHEET 7 OF 23			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DW:		DIST			COUNTY
CK DW:		PHR			SHEET NO.
TR:		HIDALGO			107
CK TR:					

CALL TEXAS 811
BEFORE YOU DIG



LEGEND

EXISTING	PROPOSED	R.O.W.
Ex #	W	WATER LINE
○	⊗	VALVE
⊗	⊗	BLOW OFF VALVE
⊗	⊗	FIRE HYDRANT
⊗	⊗	WATER METER

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- CAUTION!!
EXISTING OVERHEAD
ELECTRIC LINES
- CAUTION!!
EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES



THE CITY OF
Edinburg

Texas Department of Transportation

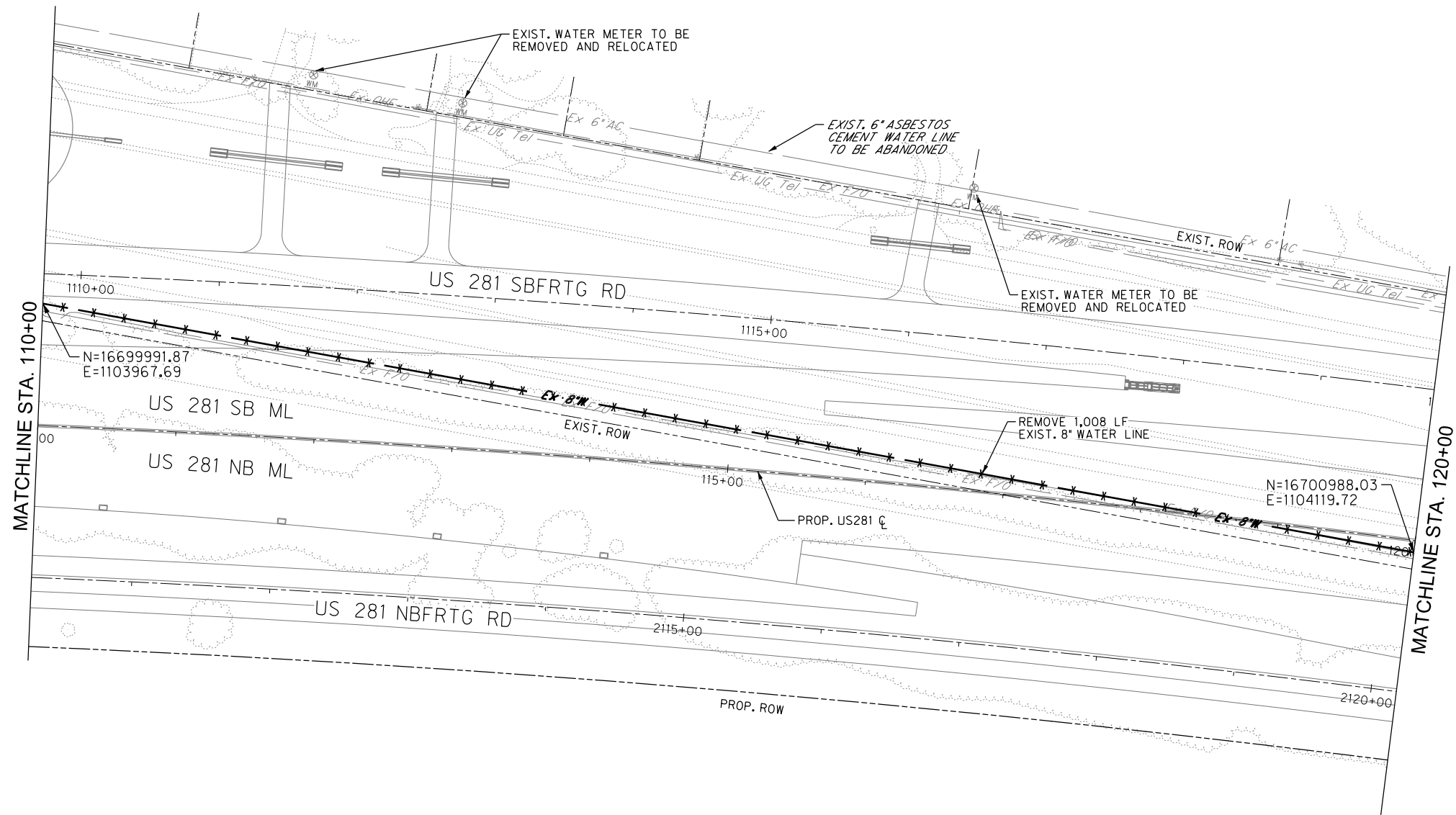
HALFF

5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
DEMOLITION PLAN
STA 100+00 TO 110+00

SCALE: H.1"=100'		SHEET 8 OF 23			
DN:	CONT	SECT	JOB	HIGHWAY	
CK DN:	000	00	000	US 281	
CK DN:	DIST	COUNTY		SHEET NO.	
TR:	PHR	HIDALGO		108	
CK TR:					

CALL TEXAS 811
BEFORE YOU DIG



LEGEND

EXISTING	PROPOSED	R.O.W.
---	---	---
Ex #	W	WATER LINE
WM	⊗	VALVE
⊗	⊗	BLOW OFF VALVE
FH	⊗	FIRE HYDRANT
WM	M	WATER METER

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CAUTION!!
EXISTING OVERHEAD
ELECTRIC LINES

CAUTION!!
EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES



THE CITY OF
Edinburg

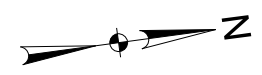
Texas Department of Transportation

HALFF
5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
DEMOLITION PLAN
STA 110+00 TO 120+00

SCALE: H.1"=100'		SHEET 9 OF 23			
DN:	CONT	SECT	JOB	HIGHWAY	
CK DN:	000	00	000	US 281	
DN:	DIST	COUNTY		SHEET NO.	
CK DN:	PHR	HIDALGO		109	
TR:					
CK TR:					

CALL TEXAS 811
BEFORE YOU DIG



NOTES:

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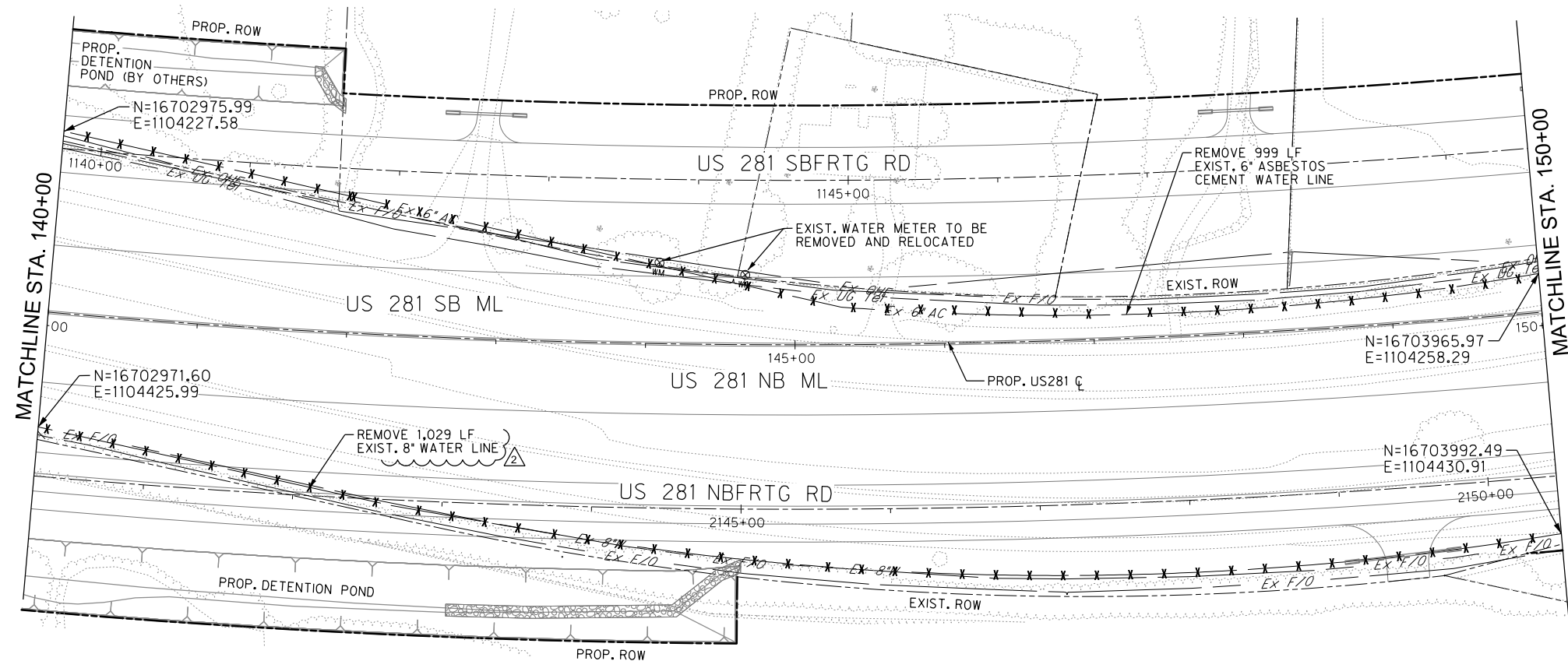
CAUTION!!

EXISTING OVERHEAD
ELECTRIC LINES

CAUTION!!

EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES



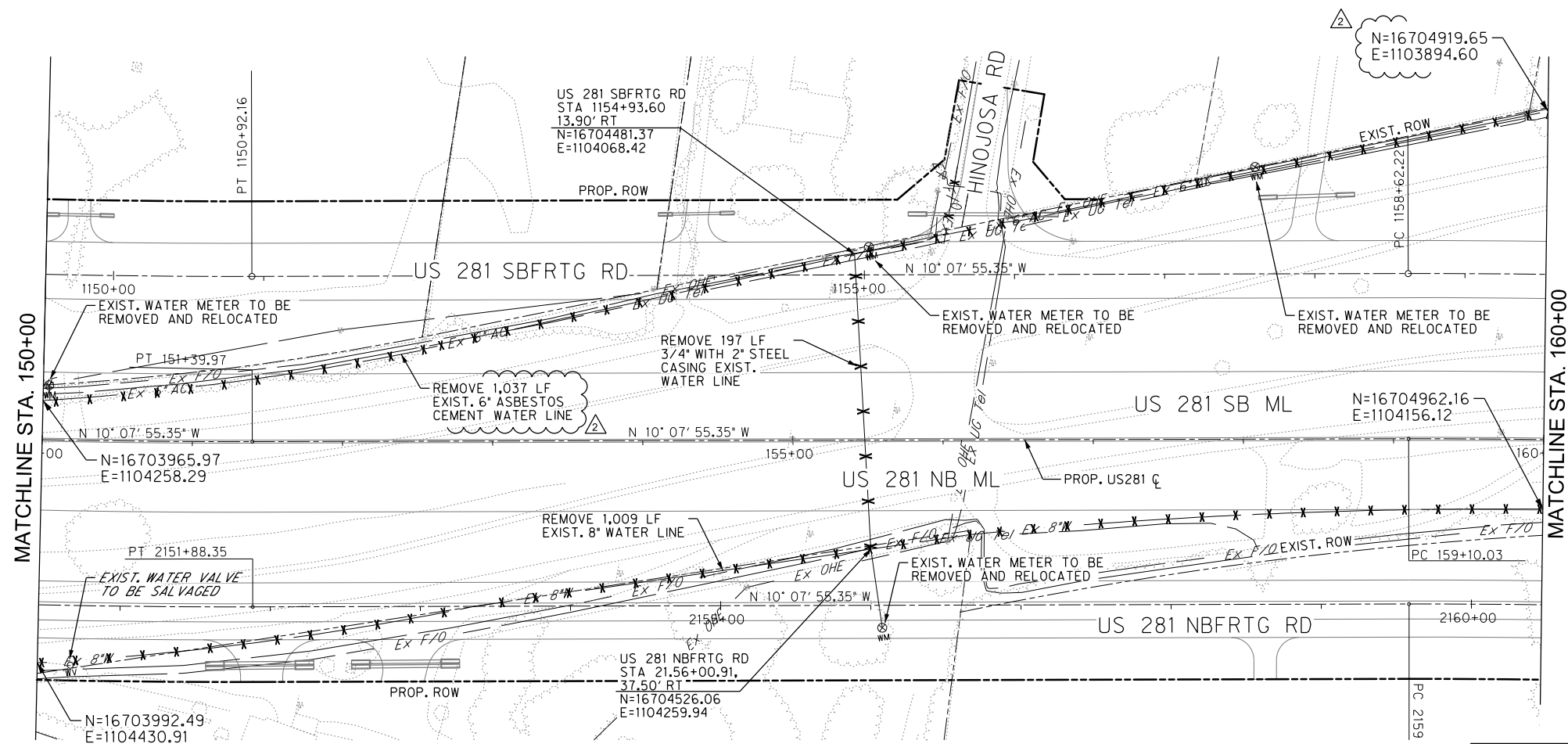


LEGEND

EXISTING	PROPOSED	R.O.W.
---	---	WATER LINE
Ex #	W	VALVE
○	⊗	BLOW OFF VALVE
○	⊗	FIRE HYDRANT
○	⊗	WATER METER

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- CAUTION!!
EXISTING OVERHEAD
ELECTRIC LINES
- CAUTION!!
EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES



CALL TEXAS 811
BEFORE YOU DIG



THE CITY OF
Edinburg

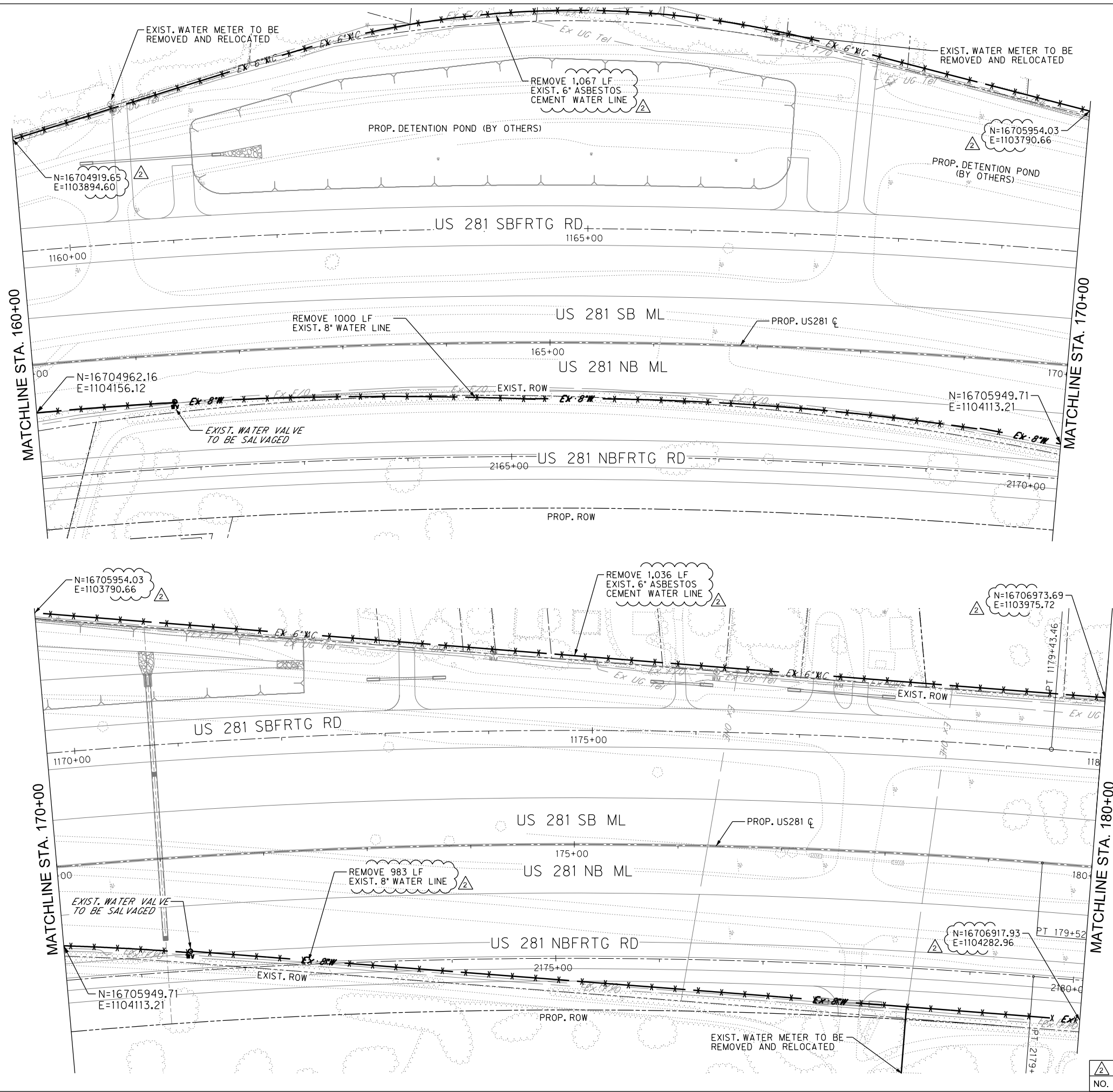
Texas Department of Transportation

HALFF
5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
DEMOLITION PLAN
STA 140+00 TO 160+00

SCALE: H:1"=100'		SHEET 11 OF 23			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DN:		DIST	COUNTY		SHEET NO.
CK DN:		PHR	HIDALGO		111
TR:					
CK TR:					

NO.	REVISION	DATE
1	REVISION 2	10-21-22
2	EXIST. WLINE. REALIGNMENT	



LEGEND

EXISTING	PROPOSED	R.O.W.
Ex #	W	WATER LINE
○	●	VALVE
○	⊗	BLOW OFF VALVE
⊕	⊕	FIRE HYDRANT
⊗	⊗	WATER METER

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- EXISTING OVERHEAD ELECTRIC LINES
 EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES



THE CITY OF
Edinburg

Texas Department of Transportation

HALFF
5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
DEMOLITION PLAN
STA 160+00 TO 180+00

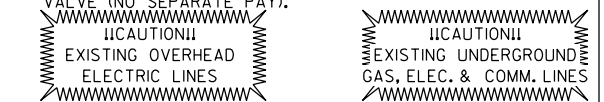
SCALE: H.1"=100'		SHEET 12 OF 23			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DN:		DIST	COUNTY		SHEET NO.
CK DN:		PHR	HIDALGO		112
TR:					
CK TR:					

NO.	REVISION 2	10-21-22
1	EXIST. WLINE. REALIGNMENT	DATE



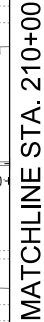
		<u>LEGEND</u>	
EXISTING		PROPOSED	
			R.O.W.
			WATER LINE
			VALVE
			BLOW OFF VALVE
			FIRE HYDRANT
			WATER METER

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US 281
DEMOLITION PLAN
STA 180+00 TO 200+00

SCALE: H.1"=100'		SHEET 13 OF 23				
2	DN:		CONT	SECT	JOB	HIGHWAY
	CK DN:		000	00	000	US 281
	DW:		DIST		COUNTY	SHEET NO.
	CK DW:		PHR		HIDALGO 113	
	TR:					
	CK TR:					

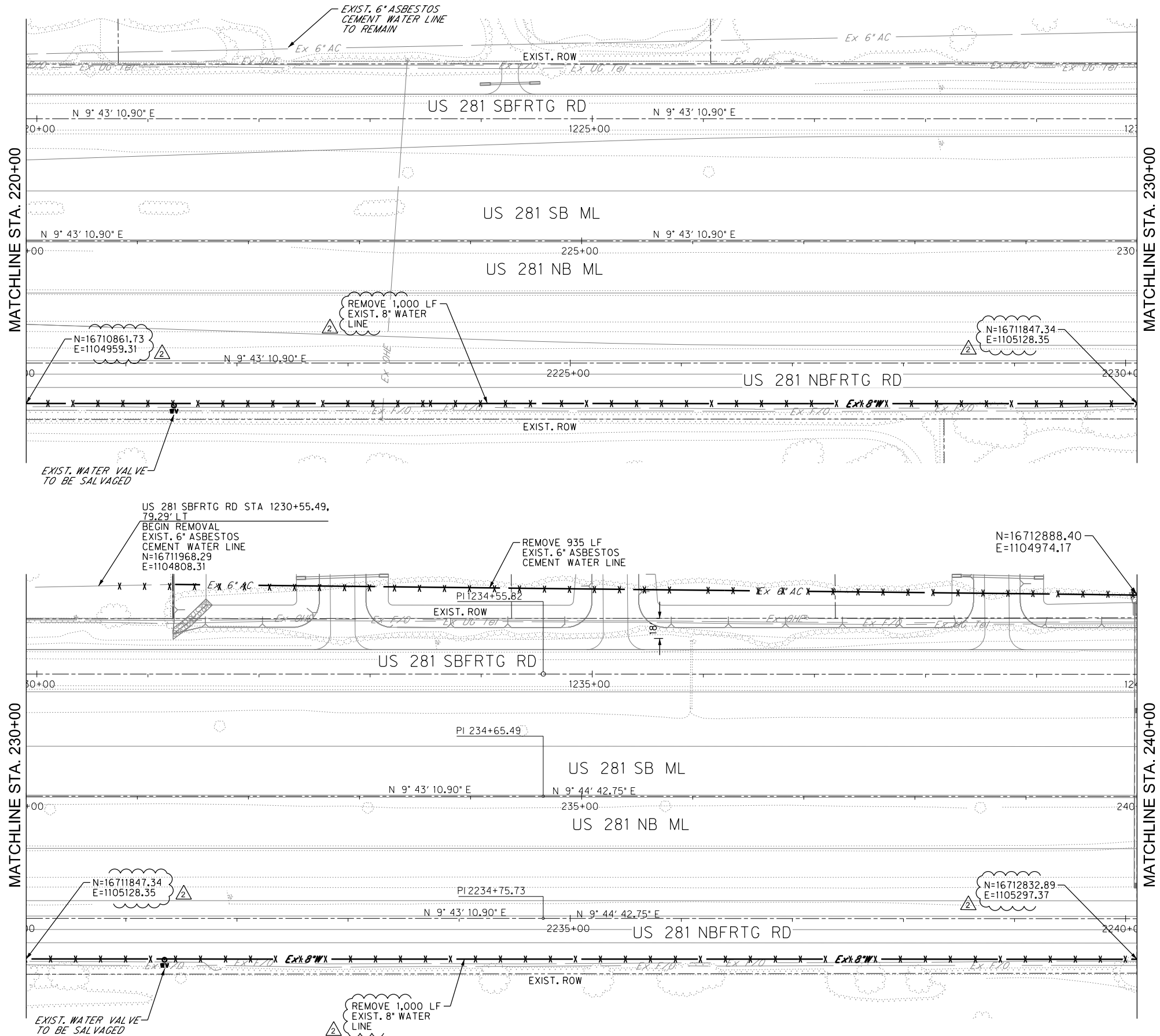


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- CAUTION!!
EXISTING OVERHEAD
ELECTRIC LINES
- CAUTION!!
EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES



US 281
DEMOLITION PLAN
STA 200+00 TO 220+00

SCALE: H.1":100'		SHEET 14 OF 23			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
2	DK DW:	DIST	COUNTY		SHEET NO.
	TR:	PHR	HIDALGO		114
	CK TR:				



LEGEND

EXISTING

PROPOSED

R.O.W.

Ex #

W

WATER LINE

V

V

VALVE

B

B

BLOW OFF VALVE

F

F

FIRE HYDRANT

M

M

WATER METER

NOTES:

1. INFORMATION ON EXISTING AND PROPOSED UTILITIES IS APPROXIMATE AND BASED ON BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY LOCATION AND DEPTH OF THESE UNDERGROUND UTILITIES AS REQUIRED, AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.
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- EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES



THE CITY OF
Edinburg

Texas Department of Transportation

HALFF
5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
DEMOLITION PLAN
STA 220+00 TO 240+00

SCALE: H:1"=100'

SHEET 15 OF 23

DN:	
CK DN:	
DN:	
CK DN:	
TR:	
CK TR:	

CONT	SECT	JOB	HIGHWAY
000	00	000	US 281
DIST		COUNTY	SHEET NO.
PHR		HIDALGO	115

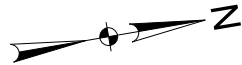
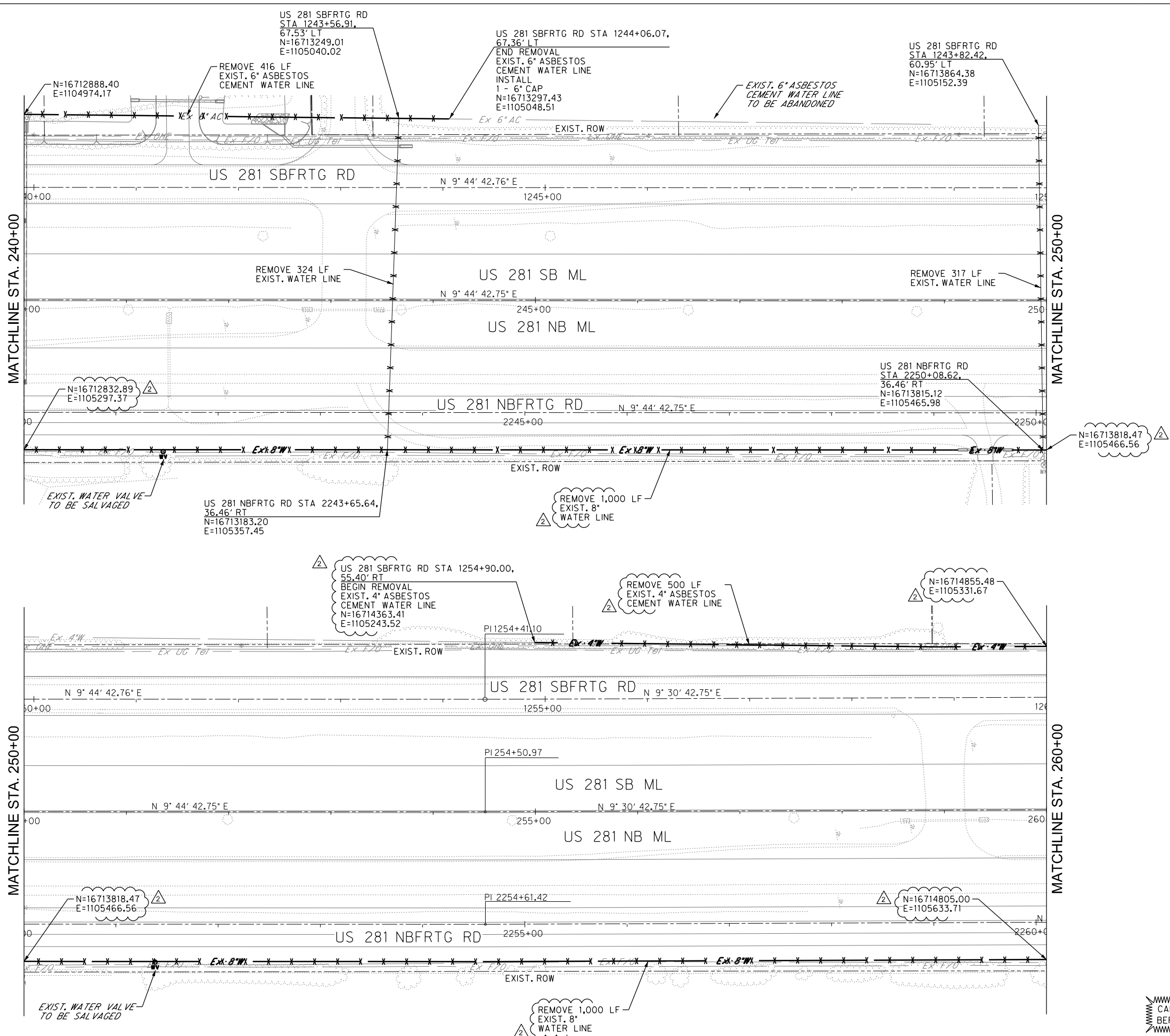
REVISION 2	10-21-22
NO.	DATE
EXIST. WLINE. REALIGNMENT	

MATCHLINE STA. 240+00

MATCHLINE STA. 250+00

MATCHLINE STA. 250+00

MATCHLINE STA. 260+00



LEGEND	
EXISTING	PROPOSED
---	---
Ex #	W
○	○
WV	⊗
○	⊗
FW	⊗
⊗	⊗
WM	⊗
	⊗

R.O.W.

WATER LINE

VALVE

BLOW OFF VALVE

FIRE HYDRANT

WATER METER

- NOTES:
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- EXISTING OVERHEAD ELECTRIC LINES
- CAUTION!!
- EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES



5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
DEMOLITION PLAN
STA 240+00 TO 260+00

SCALE: H:1"=100'		SHEET 16 OF 23			
DN:	CONT	SECT	JOB	HIGHWAY	
CK DN:	000	00	000	US 281	
DN:	DIST	COUNTY		SHEET NO.	
CK DN:	PHR	HIDALGO		116	
TR:					
CK TR:					

NO.	REVISION 2	DATE
1	EXIST. WLINE. REALIGNMENT	10-21-22



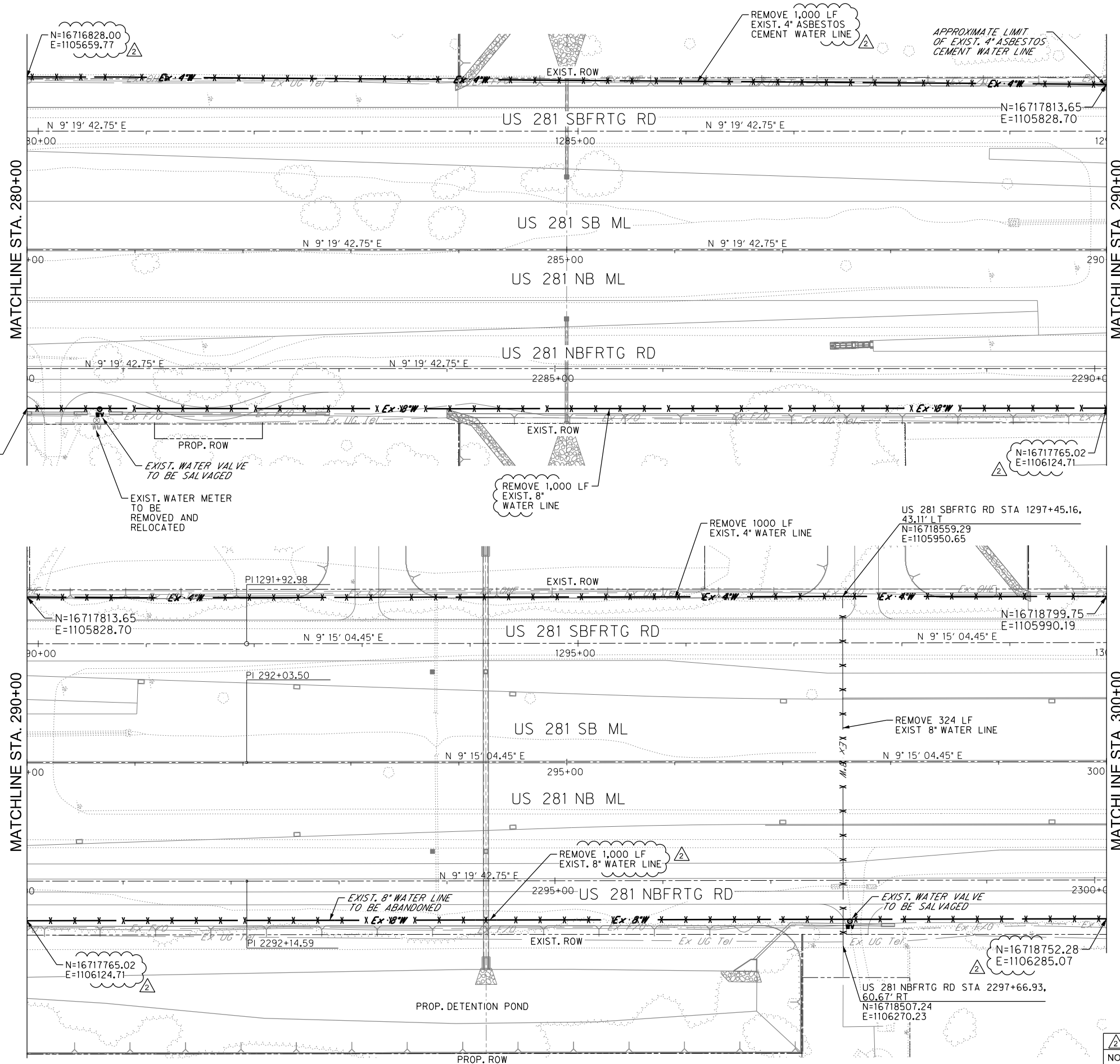
		<u>LEGEND</u>	
EXISTING		PROPOSED	
			R.O.W.
			WATER LINE
			VALVE
			BLOW OFF VALVE
			FIRE HYDRANT
			WATER METER

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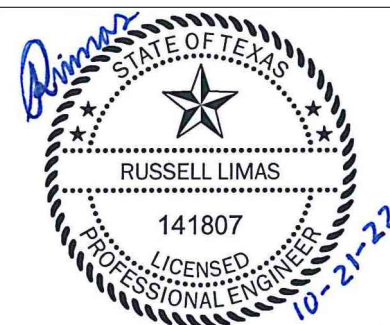
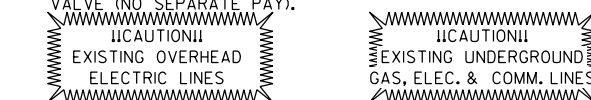
US 281
DEMOLITION PLAN
STA 260+00 TO 280+00

SCALE: H.1"=100'		SHEET 17 OF 23				
2	DN:		CONT	SECT	JOB	HIGHWAY
	CK DN:		000	00	000	US 281
	DW:		DIST		COUNTY	SHEET NO.
	CK DW:		PHR		HIDALGO 117	
	TR:					
	CK TR:					



EXISTING	PROPOSED	
		R.O.W.
		WATER LINE
		VALVE
		BLOW OFF VALVE
		FIRE HYDRANT
		WATER METER

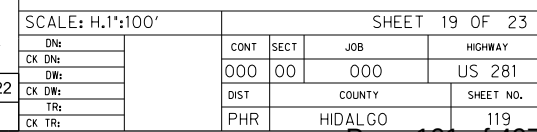
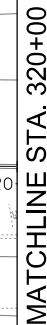
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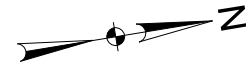
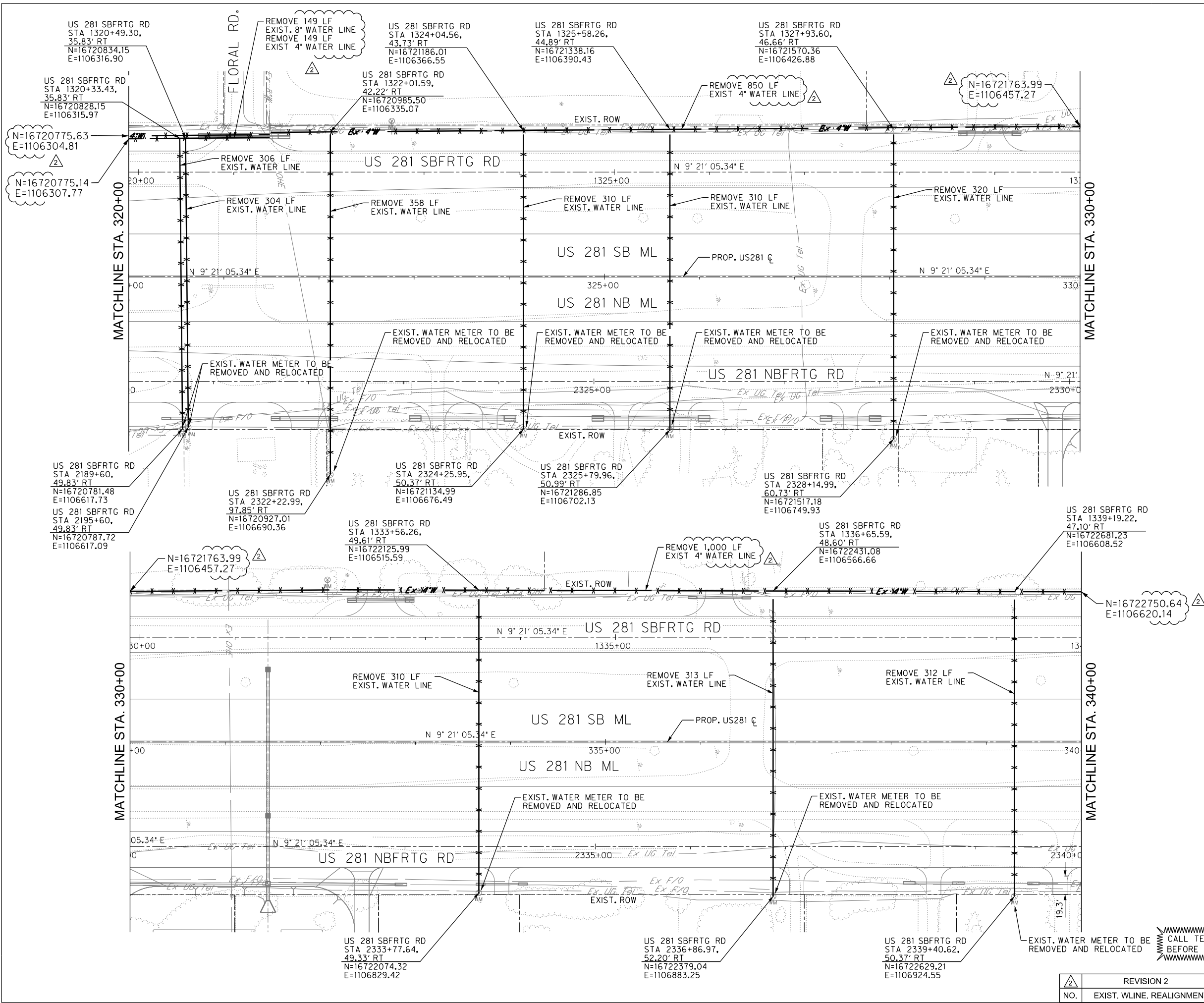
5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
DEMOLITION PLAN
STA 280+00 TO 300+00

SCALE: H.1"=100'		SHEET 18 OF 23			
DN ₆		CONT	SECT	JOB	HIGHWAY
CK DN ₆		000	00	000	US 281
DW ₆					
CK DW ₆		COUNTY			SHEET NO.
TR ₆					
CK TR ₆		PHR HIDALGO			118



DIST	COUNTY	SHEET NO.
PHR	HIDALGO	119



LEGEND

EXISTING

PROPOSED

R.O.W.

— Ex W —

W ——— WATER LINE

 VALVE

⊗ BLOW 0

 FIRE HYDRANT

⊗

☐ WATER METER

NOTES:

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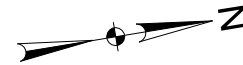
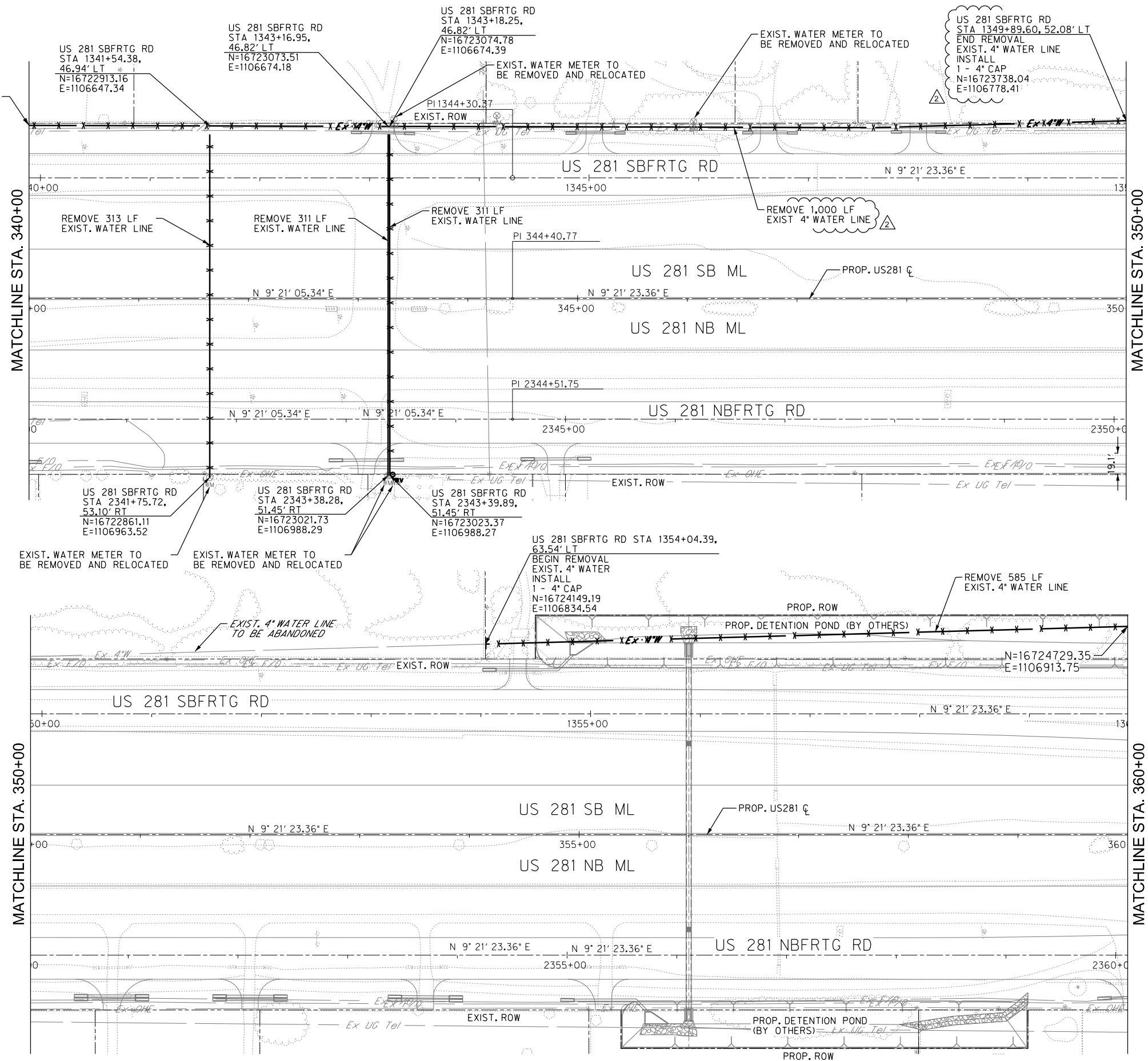


5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281

DEMOLITION PLAN
STA 320+00 TO 340+00

SCALE: H.1"=100'		SHEET 20 OF 23				
2	DN:		CONT	SECT	JOB	HIGHWAY
	CK DN:		000	00	000	US 281
	DW:		DIST		COUNTY	SHEET NO.
	CK DW:		PHR		HIDALGO 120	
	TR:					
	CK TR:					



LEGEND

EXISTING

PROPOSED

R.O.W.

---	---	---	---
Ex #	W		
○	○		
WV	⊗		
⊗	⊗		
FH	⊗		
⊗	⊗		
WM	⊗		

NOTES:

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- EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES



THE CITY OF
Edinburg

Texas Department of Transportation

HALFF

5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

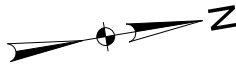
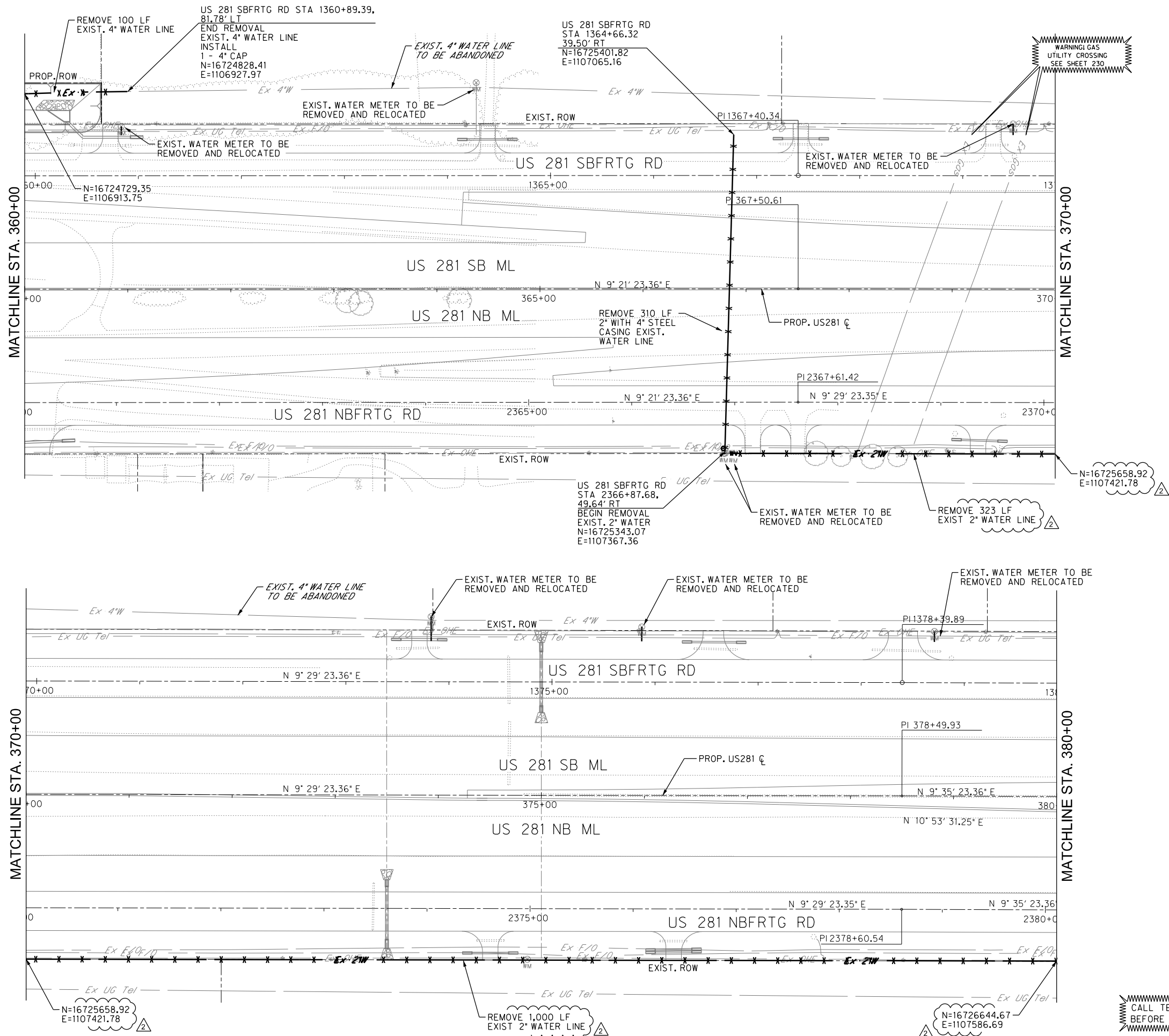
US 281
DEMOLITION PLAN
STA 340+00 TO 360+00

SCALE: H:1'=100'

SHEET 21 OF 23

NO.	REVISION 2	10-21-22
	EXIST. WLINE. REALIGNMENT	DATE

DN:	CONT	SECT	JOB	HIGHWAY
CK DN:	000	00	000	US 281
DN:	DIST	COUNTY	SHEET NO.	
CK DN:	PHR	HIDALGO	121	



LEGEND	
EXISTING	PROPOSED
---	---
Ex #	W
○	○
WV	⊗
○	⊗
FW	⊗
⊗	⊗
WM	⊗
	⊗

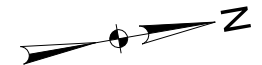
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- EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES



US 281
DEMOLITION PLAN
STA 360+00 TO 380+00

SCALE: H:1"=100'		SHEET 22 OF 23			
DN:	CONT	SECT	JOB	HIGHWAY	
CK DN:	000	00	000	US 281	
DN:					
CK DN:	DIST	COUNTY		SHEET NO.	
TR:	PHR	HIDALGO		122	
CK TR:					

NO.	REVISION 2	10-21-22
	EXIST. WLINE. REALIGNMENT	DATE



EXISTING		PROPOSED		
				R.O.W.
				WATER LINE
				VALVE
				BLOW OFF VALVE
				FIRE HYDRANT
				WATER METER

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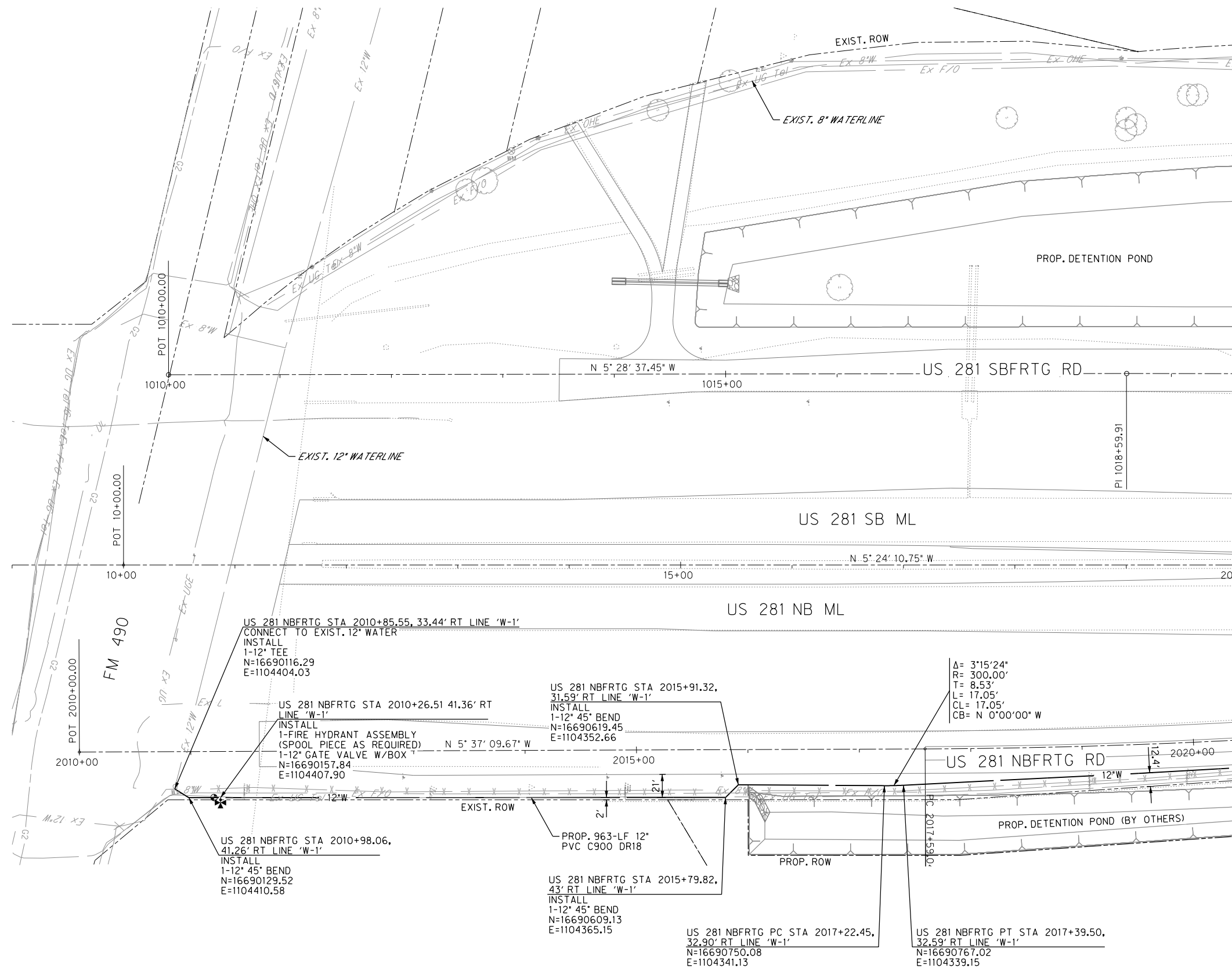
US 281
DEMOLITION PLAN
STA 380+00 TO 400+00

**CAUTION: READ ON
BEFORE YOU DIG**

21	REVISION 2	10-21-22
NO.	EXIST. WLINE. REALIGNMENT	DATE

SCALE: H.1":100'		SHEET 23 OF 23				
DN:						
CK DN:						
DW:						
CK DW:						
TR:						
CK TR:		PHR		HIDALGO		123

000	00	000	US 281	
DIST		COUNTY	SHEET NO.	

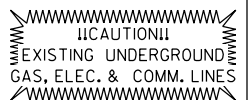
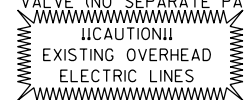


LEGEND

EXISTING	PROPOSED	
		R.O.W.
		WATER LINE
		VALVE
		BLOW OFF VALVE
		FIRE HYDRANT
		WATER METER

NOTES:

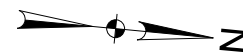
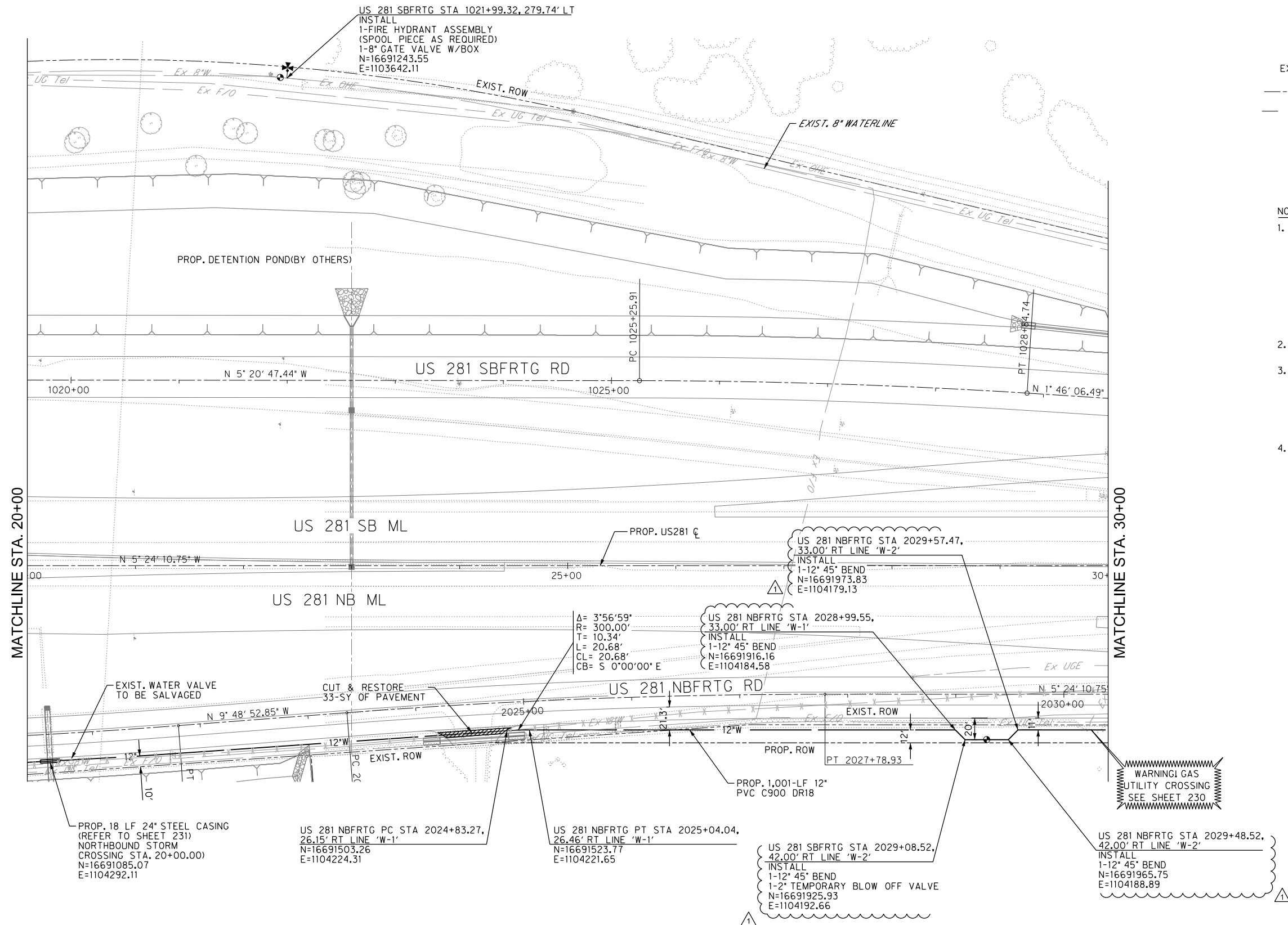
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5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
WATER PLAN
STA 9+00 TO 20+00

SCALE: H.1"=100'		SHEET 1 OF 34			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DW:					
CK DW:		DIST	COUNTY		SHEET NO.
TR:		PHR	HIDALGO		201
CK TR:					



LEGEND

EXISTING	PROPOSED	R.O.W.
---	---	---
Ex #	W	WATER LINE
○	○	VALVE
○	⊗	BLOW OFF VALVE
⊕	⊕	FIRE HYDRANT
⊗	⊗	WATER METER

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CAUTION!!
EXISTING OVERHEAD
ELECTRIC LINES

CAUTION!!
EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES



THE CITY OF
Edinburg



HALFF

5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
WATER PLAN
STA 20+00 TO 30+00

SCALE: H:1"=100'				SHEET 2 OF 34			
DN:	CONT	SECT	JOB	000	00	000	US 281
CK DN:	DIST		COUNTY	PHR	HIDALGO		SHEET NO.
TR:							202
CK TR:							

NO.	REVISION 1	DATE
	FITTINGS SIZE REVISION	8-15-22

CALL TEXAS 811
BEFORE YOU DIG



LEGEND

EXISTING		PROPOSED		R.O.W.
---	Ex #	---	W	WATER LINE
○	WV	⊙		VALVE
⊕		⊕		BLOW OFF VALVE
⊕	FH	⊕		FIRE HYDRANT
⊕	WM	⊕		WATER METER

NOTES:

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- CAUTION!!
- EXISTING OVERHEAD ELECTRIC LINES
- EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES

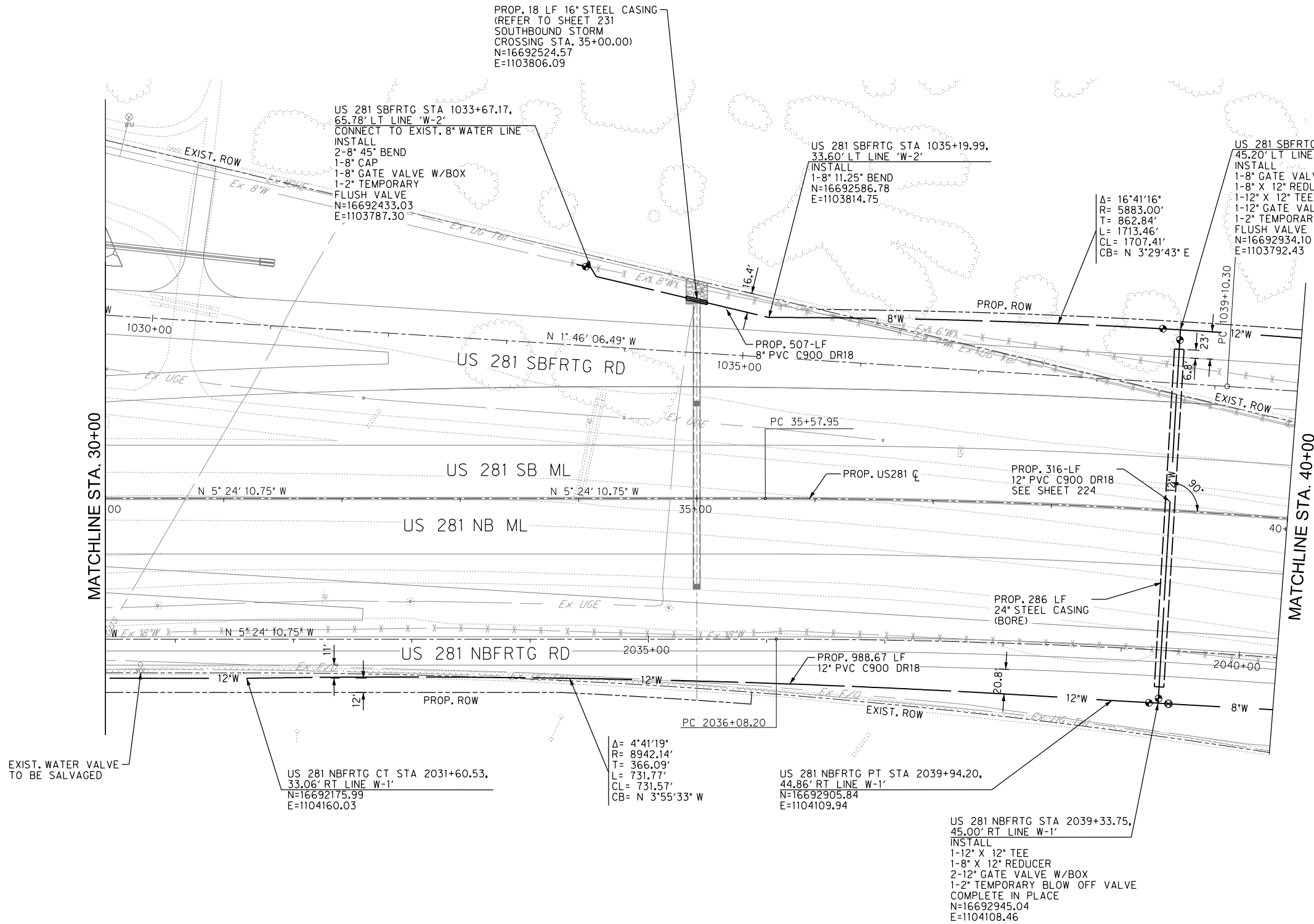


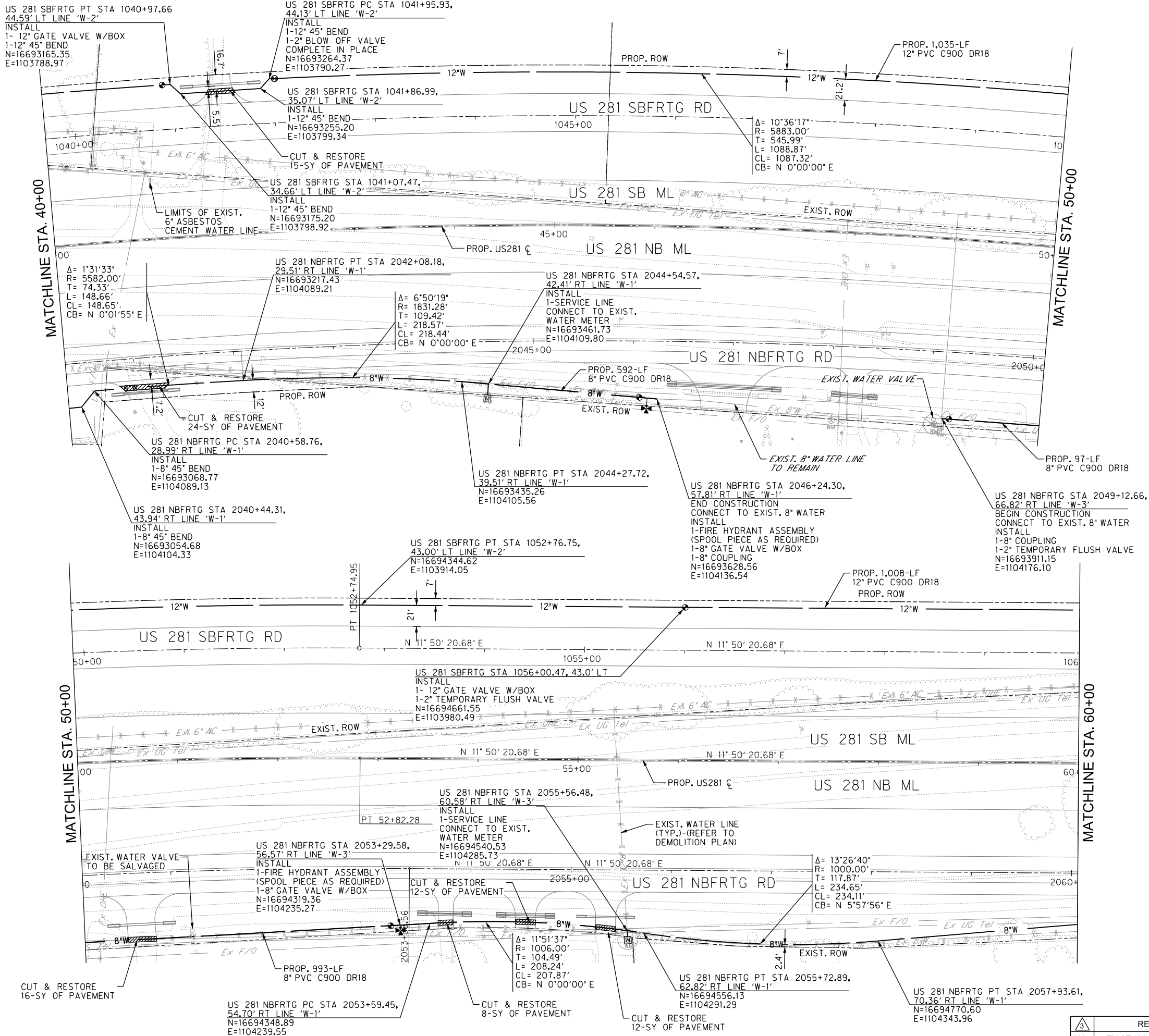
US 281
WATER PLAN
STA 30+00 TO 40+00

SCALE: H.1"=100'		SHEET 3 OF 34			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DN:		DIST	COUNTY		SHEET NO.
CK DN:		PHR	HIDALGO		203
TR:					
CK TR:					

CALL TEXAS 811
BEFORE YOU DIG

NO.	REVISION 3	DATE
1	EXIST. WLINE REALIGNMENT	1-18-23





LEGEND

EXISTING	PROPOSED	R.O.W.
---	---	---
Ex #	W	WATER LINE
○	○	VALVE
○	⊗	BLOW OFF VALVE
⊕	⊕	FIRE HYDRANT
⊗	⊗	WATER METER

NOTES:

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- CAUTION!!
- EXISTING OVERHEAD ELECTRIC LINES
- EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES



US 281
WATER PLAN
STA 40+00 TO 60+00

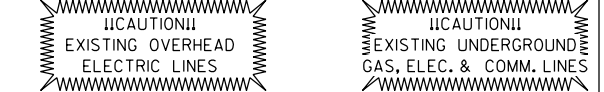
SCALE: H:1"=100'		SHEET 4 OF 34			
DN:	CONT	SECT	JOB	HIGHWAY	
CK DN:	000	00	000	US 281	
TR:	DIST	COUNTY		SHEET NO.	
CK TR:	PHR	HIDALGO		204	

NO.	REVISION	DATE
3	REVISION 3	1-18-23
NO.	EXIST. WLINE REALIGNMENT	DATE



		<u>LEGEND</u>	
EXISTING		PROPOSED	
			R.O.W.
			WATER LINE
			VALVE
			BLOW OFF VALVE
			FIRE HYDRANT
			WATER METER

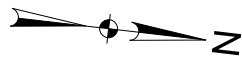
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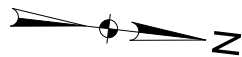
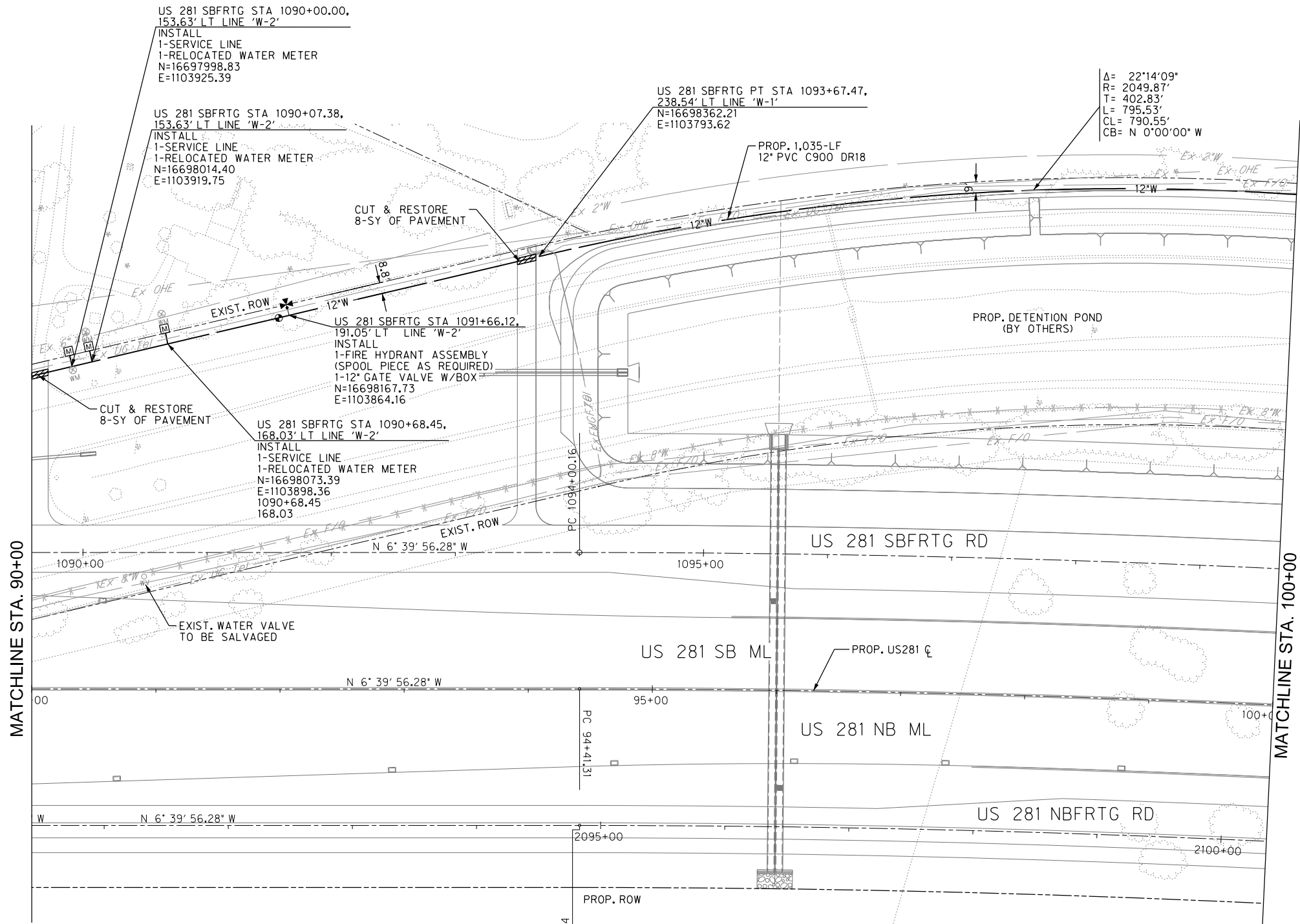


5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

STA 60+00 TO 80+00

SCALE: H:1"=100'		SHEET 5 OF 34			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DW:					
CK DW:					
TR:		DIST COUNTY			SHEET NO.
CK TR:		PHR HIDALGO			205





LEGEND

EXISTING		PROPOSED		R.O.W.
Ex #		W		
	WV			WATER LINE
				VALVE
				BLOW OFF VALVE
	FH			FIRE HYDRANT
	WM			WATER METER

NOTES:

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- CAUTION!!
EXISTING OVERHEAD
ELECTRIC LINES

CAUTION!!
EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES

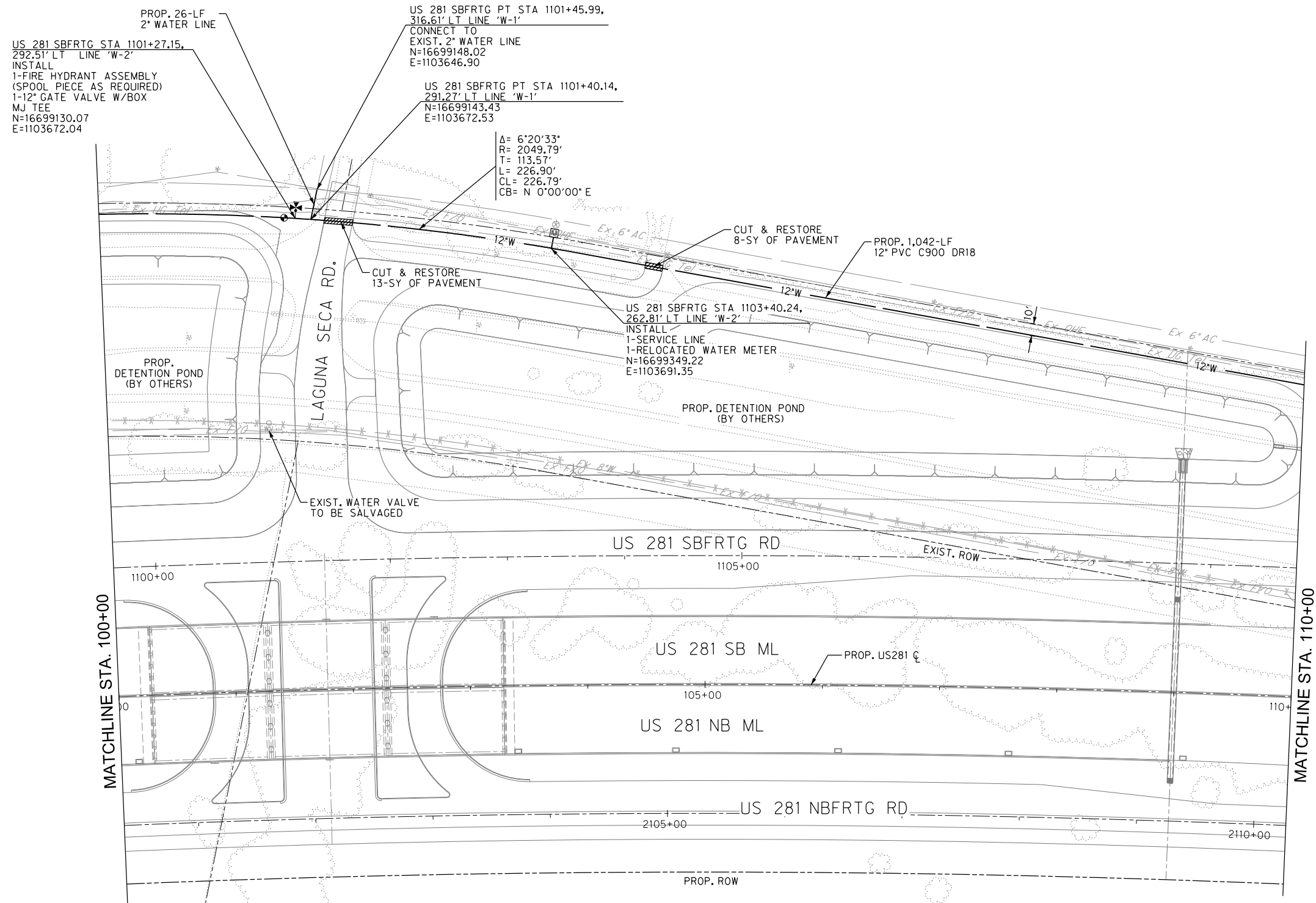
US 281

WATER PLAN

STA 90+00 TO 100+00

SCALE: H:1"=100'		SHEET 7 OF 34			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DN:		DIST	COUNTY		SHEET NO.
CK DN:		PHR	HIDALGO		207

CALL TEXAS 811
BEFORE YOU DIG



LEGEND

EXISTING	PROPOSED	
		R.O.W.
		WATER LINE
		VALVE
		BLOW OFF VALVE
		FIRE HYDRANT
		WATER METER

NOTES:

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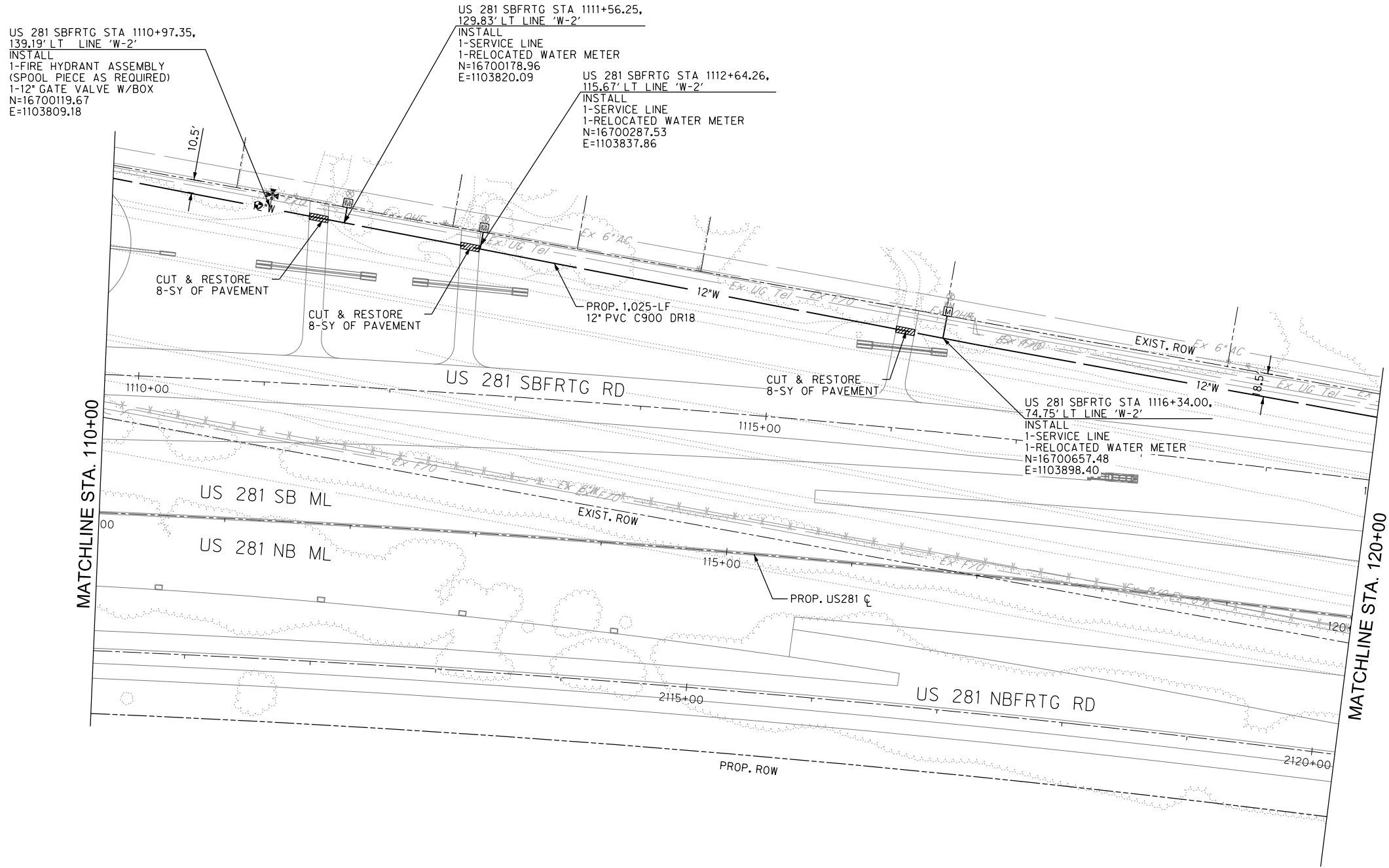


5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
WATER PLAN
STA 100+00 TO 110+00

SCALE: H.1"=100'		SHEET 8 OF 34			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DW:					
CK DW:		DIST	COUNT		SHEET NO.
TR:					
CK TR:		PHR	HIDALGO		208

CALL TEXAS 811
BEFORE YOU DIG



LEGEND

EXISTING	PROPOSED	R.O.W.
---	---	---
Ex #	W	WATER LINE
○	●	VALVE
○	⊗	BLOW OFF VALVE
⊕	⊕	FIRE HYDRANT
⊗	⊗	WATER METER

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- CAUTION!!
EXISTING OVERHEAD
ELECTRIC LINES

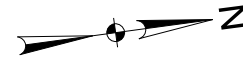
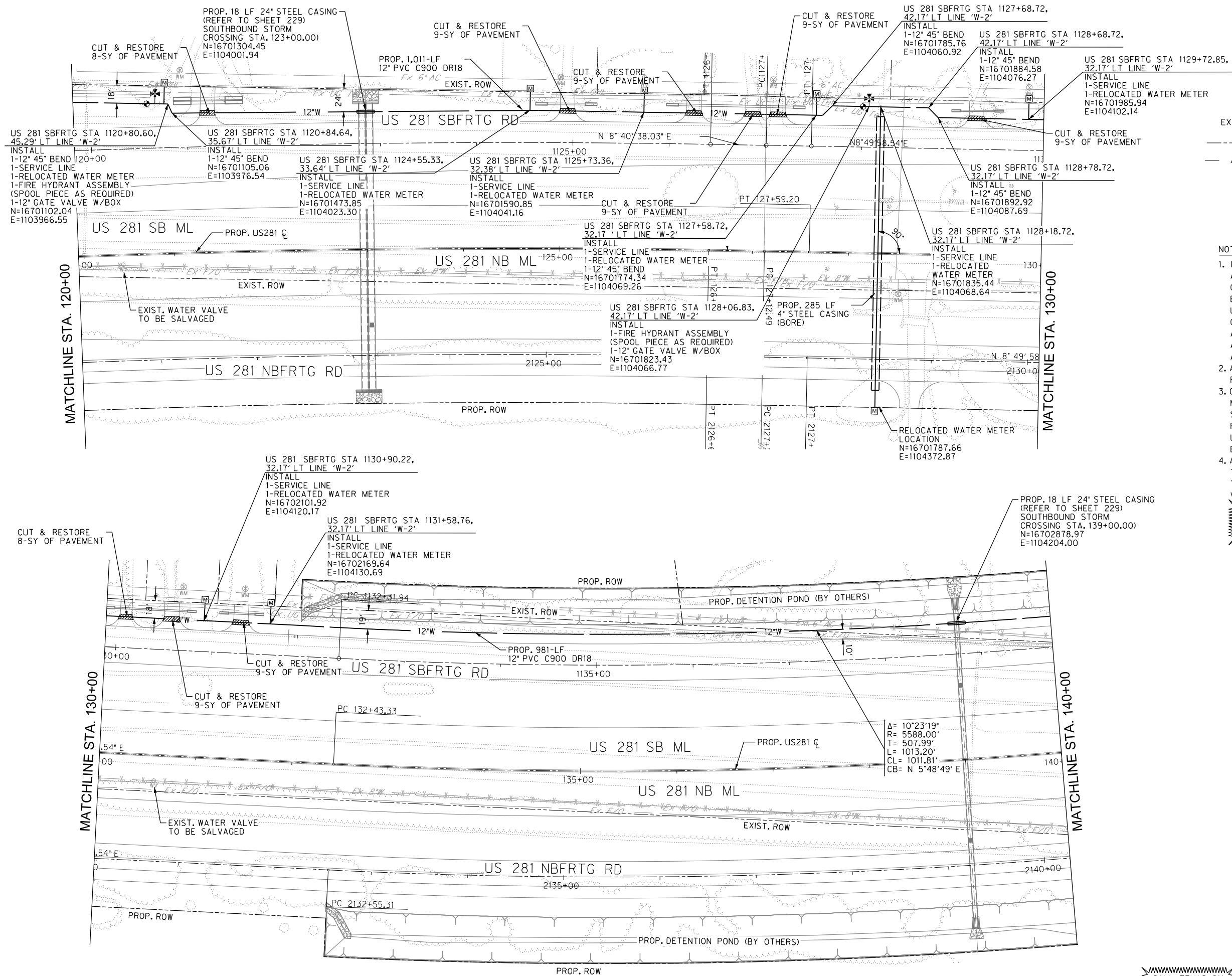
CAUTION!!
EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES



US 281
WATER PLAN
STA 110+00 TO 120+00

SCALE: H:1"=100'		SHEET 9 OF 34			
DN:	CONT	SECT	JOB	HIGHWAY	
CK DN:	000	00	000	US 281	
CK DN:	DIST	COUNTY		SHEET NO.	
TR:	PHR	HIDALGO		209	
CK TR:					

CALL TEXAS 811
BEFORE YOU DIG



LEGEND

EXISTING

PROPOSED

R.O.W.

--- Ex # ---

--- W ---

WATER LINE

○ WV

●

VALVE

● FH

●

BLOW OFF VALVE

● WM

■

FIRE HYDRANT

■

WATER METER

NOTES:

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- EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES



THE CITY OF
Edinburg



HALFF

5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBP FIRM #F-312

US 281

WATER PLAN
STA 120+00 TO 140+00

SCALE: H:1"=100'

SHEET 10 OF 34

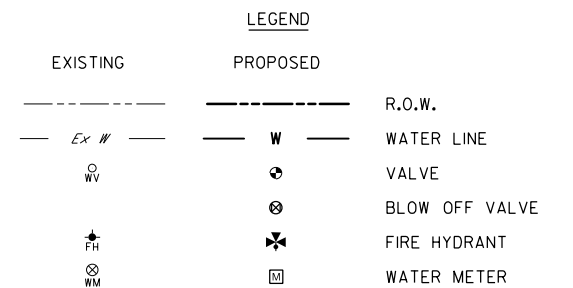
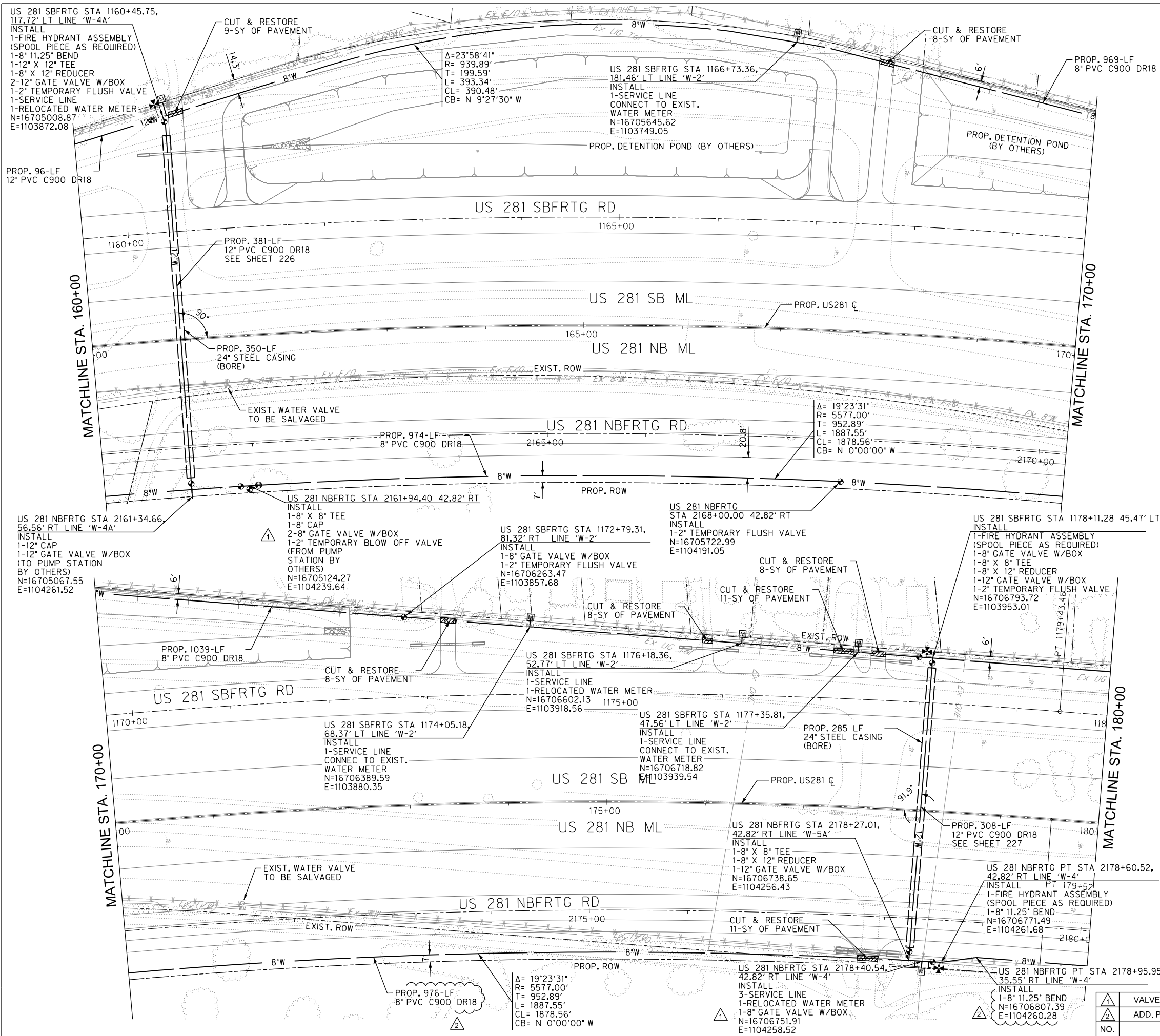
DN: _____
CK DN: _____
DN: _____
CK DN: _____
TR: _____
CK TR: _____

CONT 000
SECT 00
DIST PHR

JOB 000
COUNTY HIDALGO

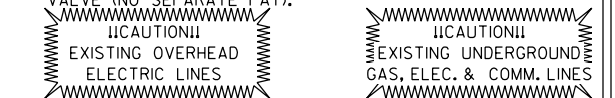
HIGHWAY US 281
SHEET NO. 210

CALL TEXAS 811
BEFORE YOU DIG



NOTES:

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REVIEW SET

FOR INTERIM REVIEW ONLY
THESE DOCUMENTS ARE FOR INTERIM
REVIEW PURPOSES ONLY AND NOT
INTENDED FOR CONSTRUCTION,
BIDDING OR PERMITTING.
THEY WERE PREPARED BY OR
UNDER THE SUPERVISION OF:

RUSSELL LIMAS P.E. 141807 10/21/2022
TBPE FIRM #F-312

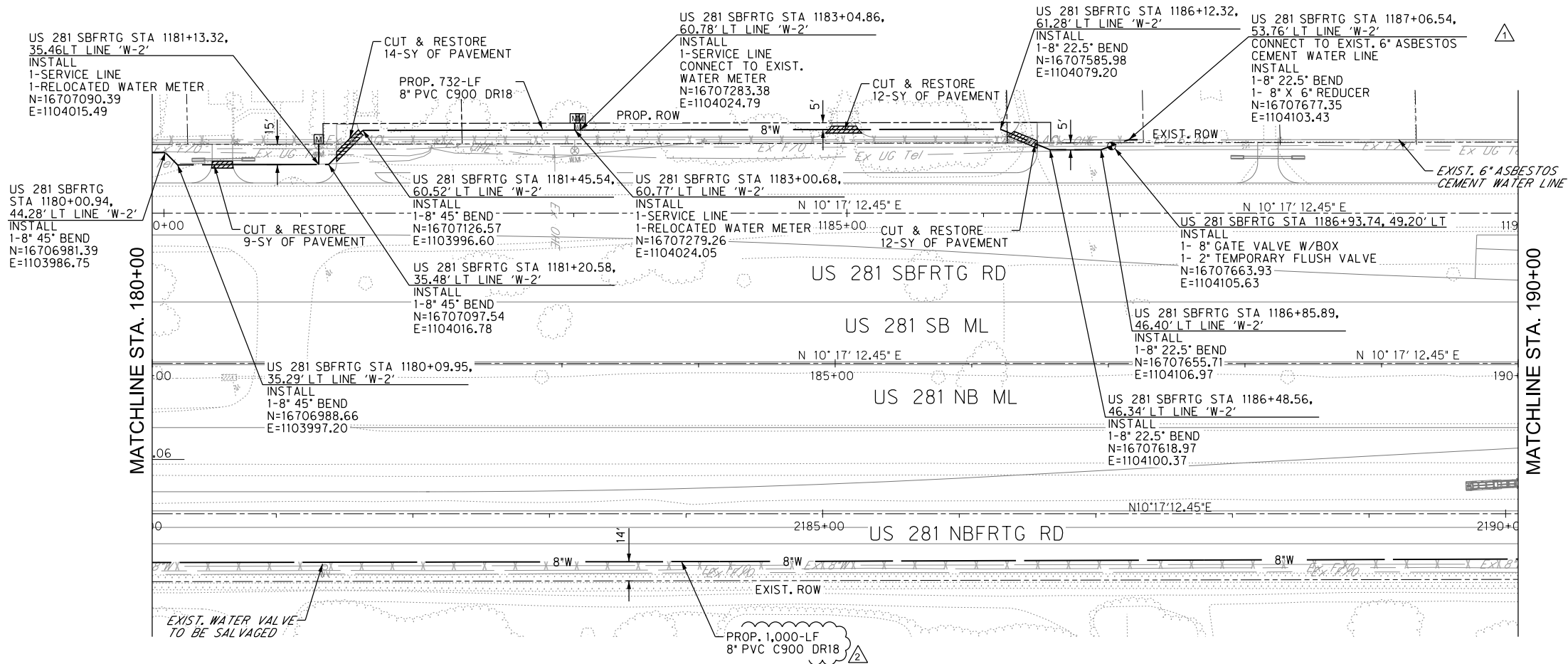


5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281

WATER PLAN
STA 160+00 TO 180+00

SCALE: H.1"=100'		SHEET 12 OF 34			
2	DN:	CONT	SECT	JOB	HIGHWAY
	CK DN:	000	00	000	US 281
22	DW:	DIST			COUNTY
	CK DW:	PHR			HIDALGO
	TR:				212
	CK TR:				



LEGEND

EXISTING

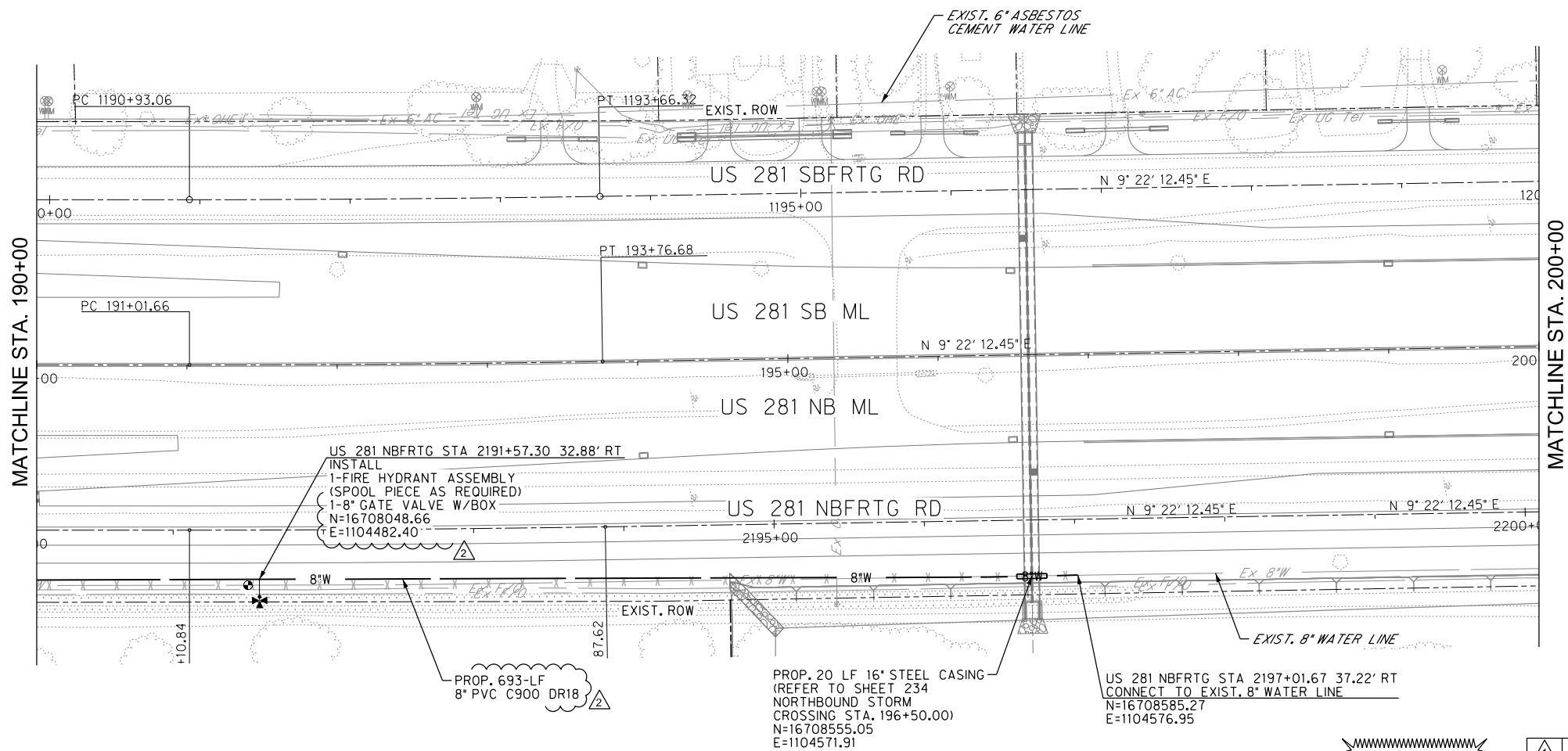
PROPOSED

R.O.W.

EXISTING	PROPOSED	R.O.W.
---	---	WATER LINE
○	●	VALVE
○	⊗	BLOW OFF VALVE
⋈	⋈	FIRE HYDRANT
⊗	⊗	WATER METER

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EXISTING OVERHEAD
ELECTRIC LINES
- CAUTION!!
EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES



THE CITY OF
Edinburg

Texas Department of Transportation

HALFF
5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

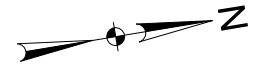
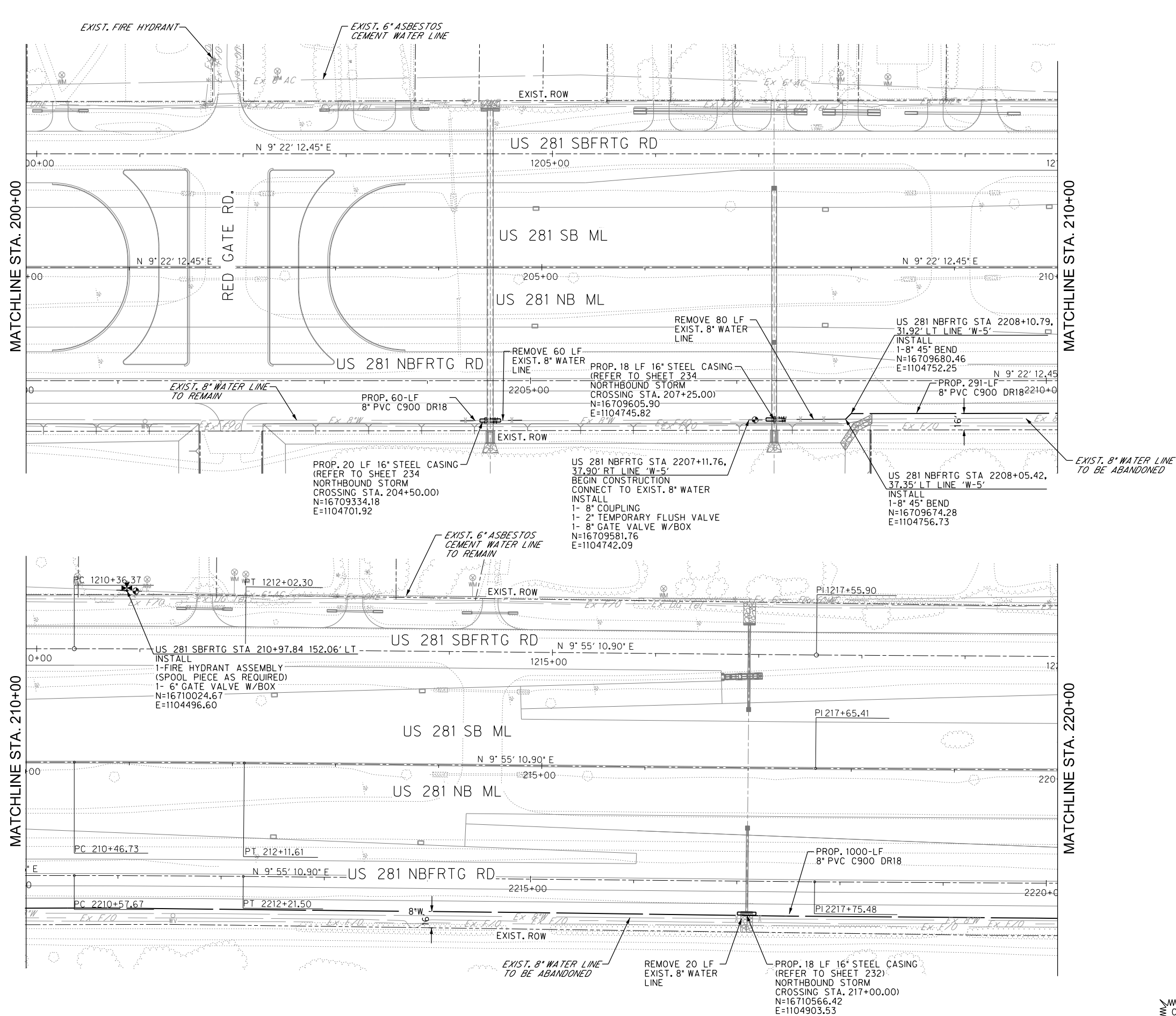
US 281
WATER PLAN
STA 180+00 TO 200+00

SCALE: H:1"=100'

SHEET 13 OF 34

NO.	REVISION	DATE
1	VALVE FOR PUMP STATION	8-15-22
2	ADD. PROP. 8\"/>	10-21-22

CONTRACT	SECTION	JOB	HIGHWAY
000	00	000	US 281
DISTRICT	COUNTY	SHEET NO.	
PHR	HIDALGO	213	



LEGEND

EXISTING	PROPOSED	R.O.W.
---	---	---
Ex #	W	WATER LINE
○	○	VALVE
○	⊗	BLOW OFF VALVE
⊕	⊕	FIRE HYDRANT
⊗	⊗	WATER METER

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THE CITY OF
Edinburg



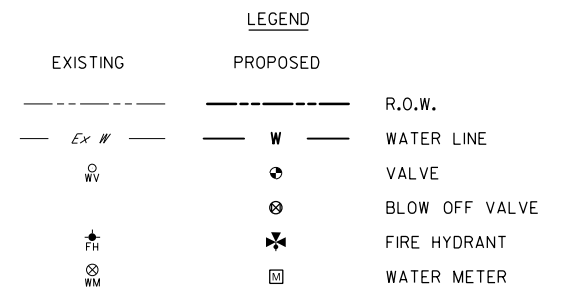
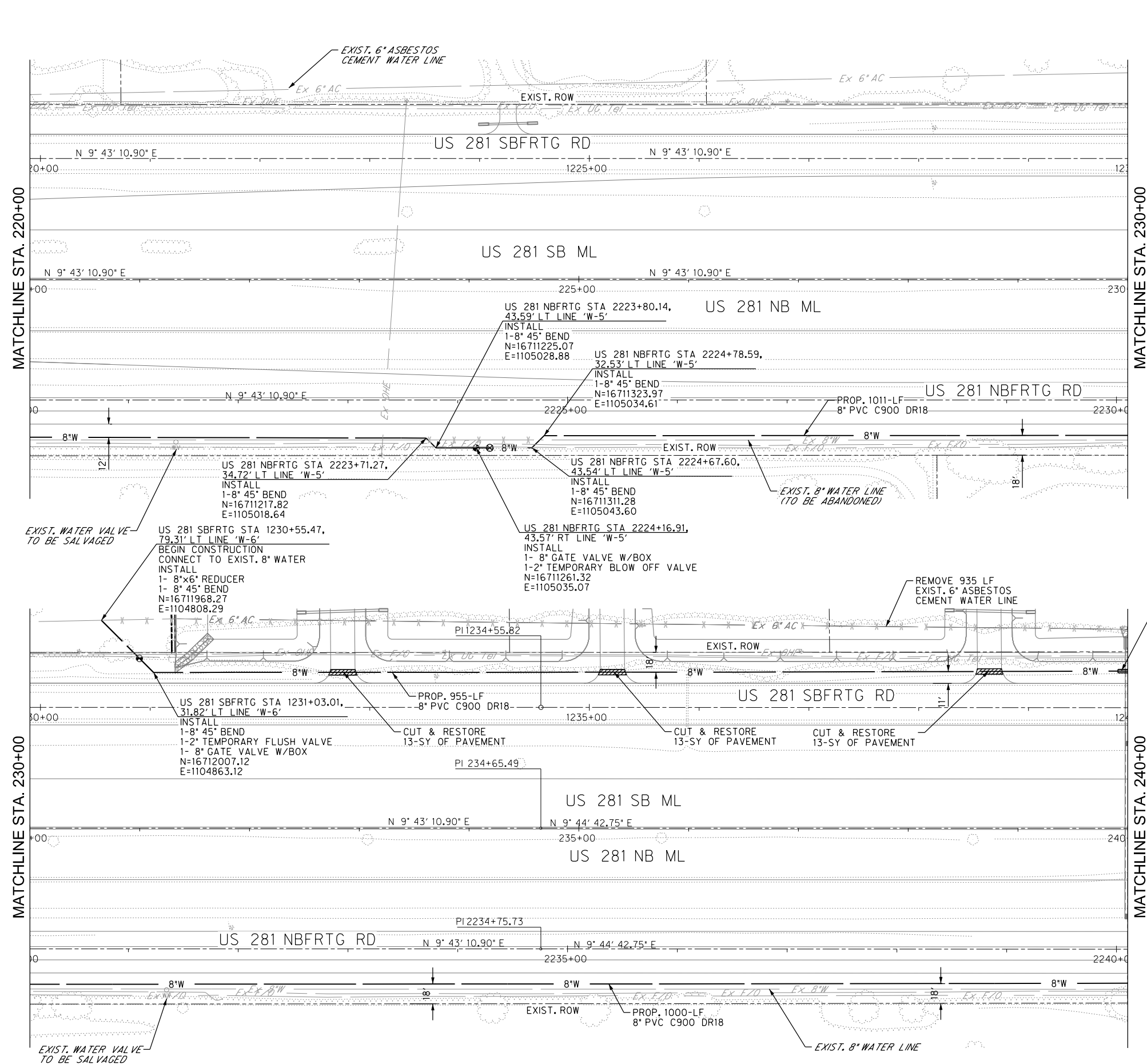
HALFF

5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
WATER PLAN
STA 200+00 TO 220+00

SCALE: H:1\"/>		SHEET 14 OF 34			
DN:	CONT	SECT	JOB	HIGHWAY	
CK DN:	000	00	000	US 281	
DN:	DIST	COUNTY		SHEET NO.	
CK DN:	PHR	HIDALGO		214	
TR:					
CK TR:					

BEFORE YOU DIG
CALL TEXAS 811



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US 281
WATER PLAN
STA 220+00 TO 240+00

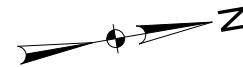
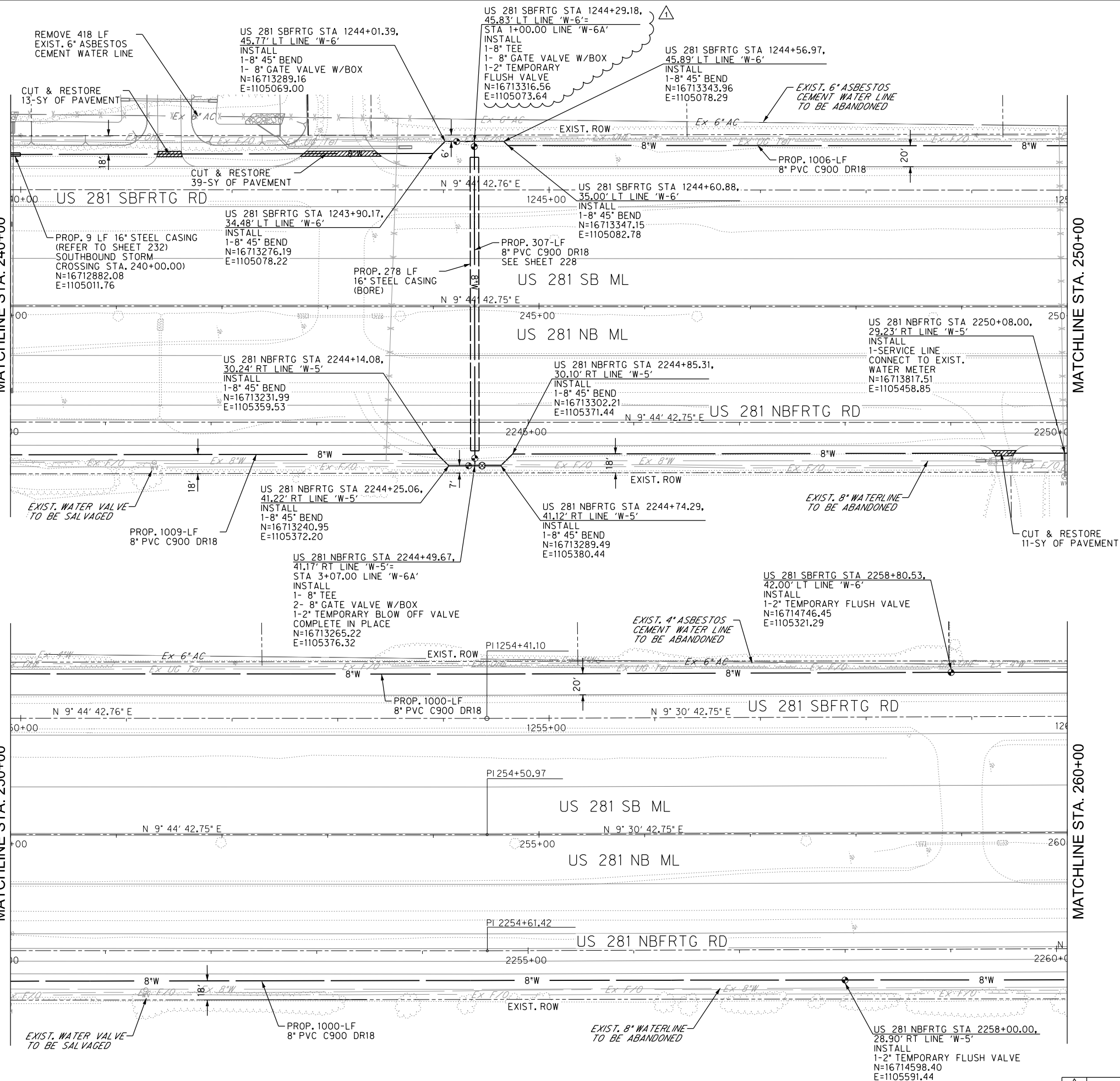
SCALE: H.1"=100'		SHEET 15 OF 34			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DW:		DIST			COUNTY
CK DW:		PHR			SHEET NO.
TR:		HIDALGO			215
CK TR:					

MATCHLINE STA. 240+00

MATCHLINE STA. 250+00

MATCHLINE STA. 250+00

MATCHLINE STA. 260+00



LEGEND

EXISTING	PROPOSED	R.O.W.
---	---	WATER LINE
○	●	VALVE
○	⊗	BLOW OFF VALVE
⊕	⊕	FIRE HYDRANT
⊗	⊗	WATER METER

NOTES:

1. INFORMATION ON EXISTING AND PROPOSED UTILITIES IS APPROXIMATE AND BASED ON BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY LOCATION AND DEPTH OF THESE UNDERGROUND UTILITIES AS REQUIRED, AT NO SEPARATE PAY, CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.
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EXISTING OVERHEAD
ELECTRIC LINES

EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES



THE CITY OF
Edinburg

Texas Department of Transportation

HALFF

5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
WATER PLAN
STA 240+00 TO 260+00

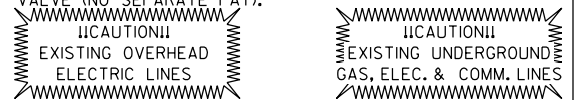
SCALE: H.1"=100'			SHEET 16 OF 34			
DN:			CONT	SECT	JOB	HIGHWAY
CK DN:			000	00	000	US 281
DN:			DIST			SHEET NO.
CK DN:			COUNTY			
TR:			PHR			
CK TR:			HIDALGO			216

REVISION 1	8-15-22
REVISION	DATE



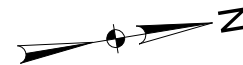
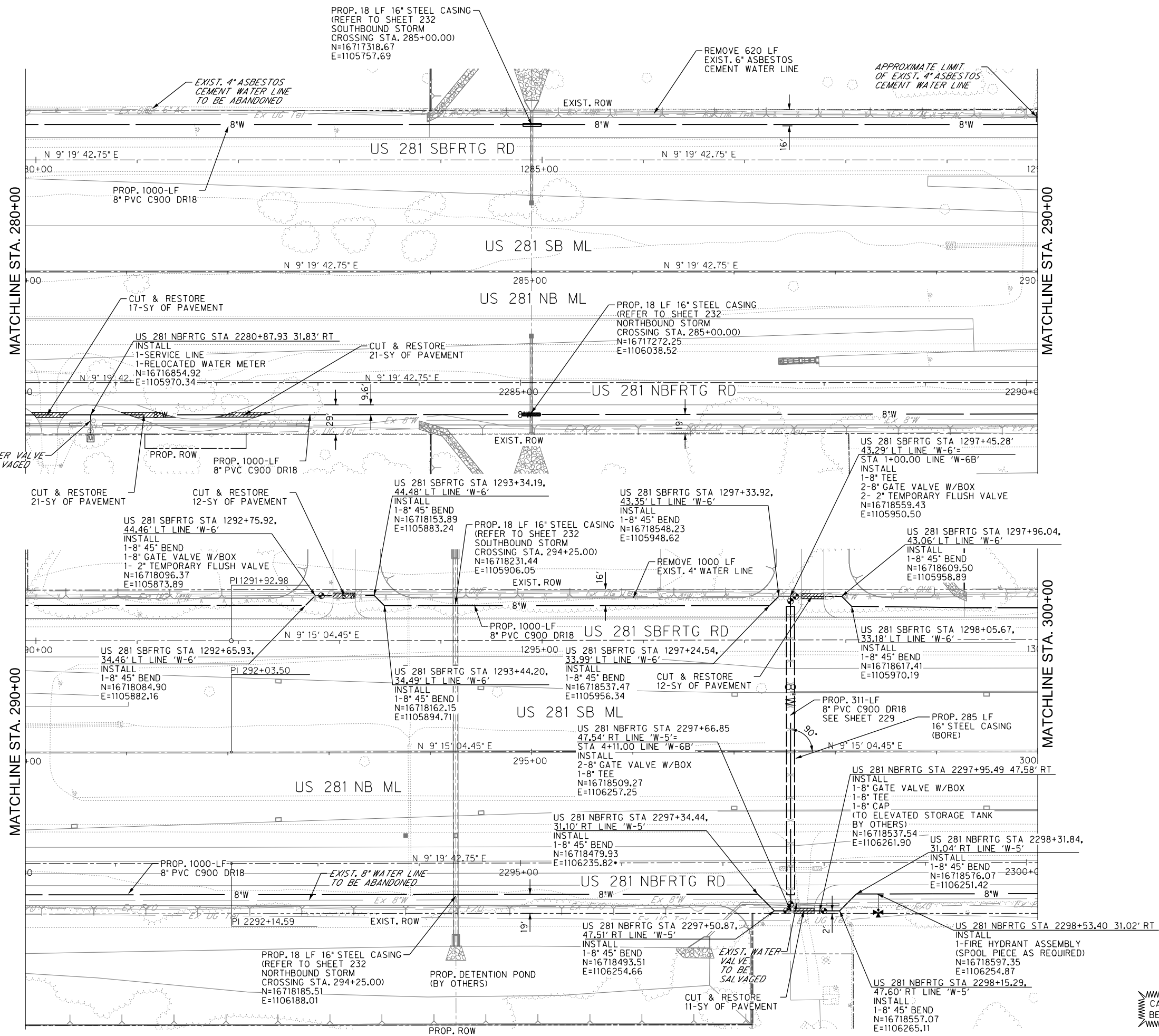
		<u>LEGEND</u>	
EXISTING		PROPOSED	
			R.O.W.
			WATER LINE
			VALVE
			BLOW OFF VALVE
			FIRE HYDRANT
			WATER METER

1. INFORMATION ON EXISTING AND PROPOSED UTILITIES IS APPROXIMATE AND BASED ON BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY LOCATION AND DEPTH OF THESE UNDERGROUND UTILITIES AS REQUIRED, AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.
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US 281
WATER PLAN
STA 260+00 TO 280+00

SCALE: H.1":100'		SHEET 17 OF 34			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DN:		DIST	COUNTY		SHEET NO.
CK DN:		PHR	HIDALGO		217



LEGEND

EXISTING	PROPOSED	R.O.W.
---	---	WATER LINE
○	●	VALVE
○	⊗	BLOW OFF VALVE
⊕	⊕	FIRE HYDRANT
⊕	⊕	WATER METER

NOTES:

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CAUTION!!
EXISTING OVERHEAD
ELECTRIC LINES

CAUTION!!
EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES



THE CITY OF
Edinburg



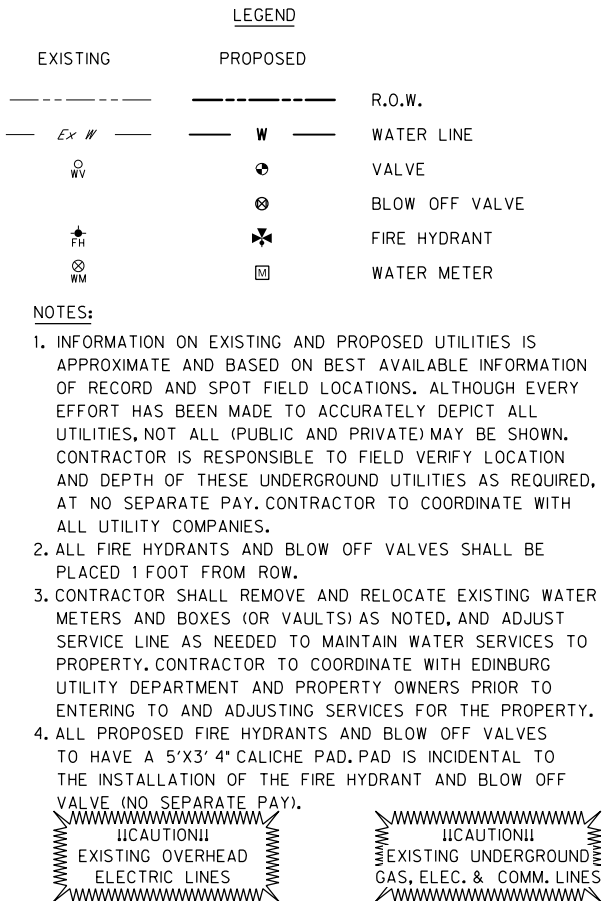
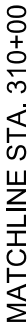
HALFF

5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281

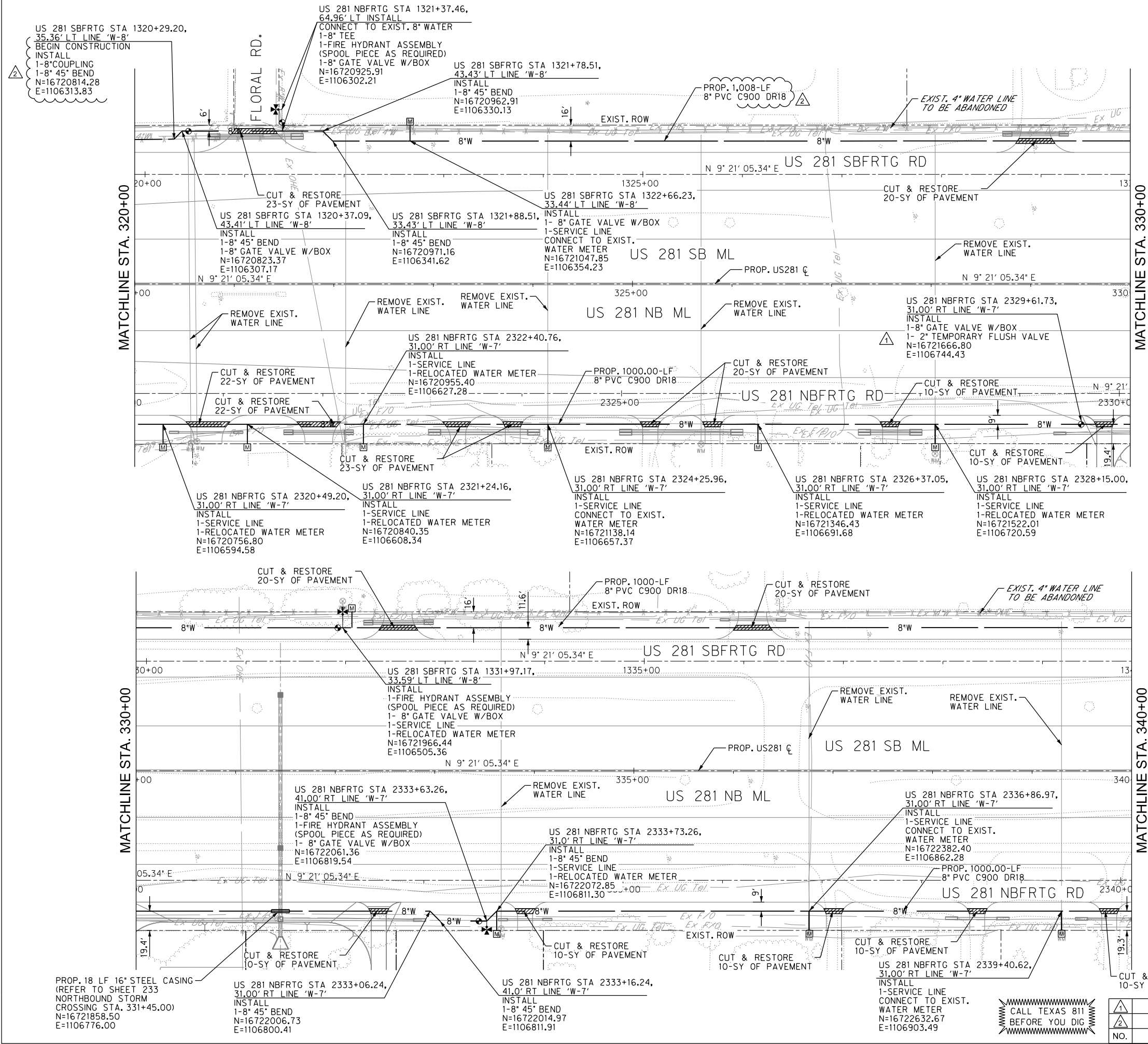
WATER PLAN
STA 280+00 TO 300+00

SCALE: H:1"=100'		SHEET 18 OF 34			
DN:	CONT	SECT	JOB	HIGHWAY	
CK DN:	000	00	000	US 281	
TR:	DIST	COUNTY		SHEET NO.	
CK TR:	PHR	HIDALGO		218	



US 281
WATER PLAN
STA 300+00 TO 320+00

SCALE: H:1:100'		SHEET 19 OF 34			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DW:					
CK DW:		DIST	COUNTY		SHEET NO.
TR:		PHR	HIDALGO		219
CK TR:					



		<u>LEGEND</u>	
EXISTING		PROPOSED	
			R.O.W.
			WATER LINE
			VALVE
			BLOW OFF VALVE
			FIRE HYDRANT
			WATER METER

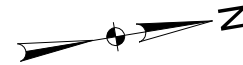
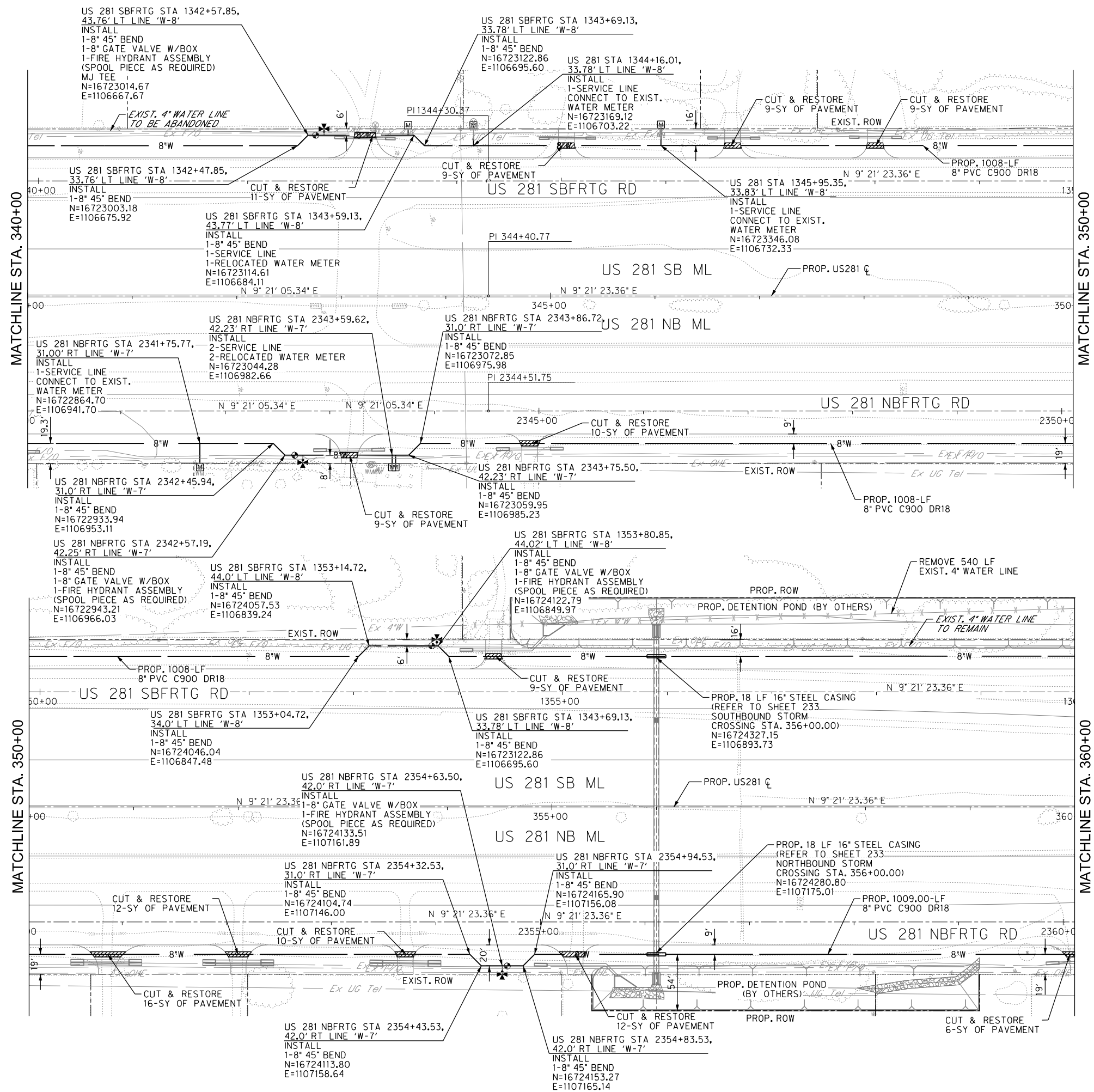
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- CAUTION!!
- EXISTING UNDERGROUND



US 281
WATER PLAN
STA 320+00 TO 340+00

SCALE: H.1"=100'		SHEET 20 OF 34			
2	DN:	CONT	SECT	JOB	HIGHWAY
	CK DN:	000	00	000	US 281
2	DW:	DIST	COUNTY		SHEET NO.
	CK DW:	PHR	HIDALGO		220
	TR:				
	CK TR:				



LEGEND

EXISTING	PROPOSED	R.O.W.
---	---	---
Ex #	W	WATER LINE
○	○	VALVE
○	○	BLOW OFF VALVE
⊕	⊕	FIRE HYDRANT
⊕	⊕	WATER METER

NOTES:

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EXISTING OVERHEAD
ELECTRIC LINES
CAUTION!!
EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES
CAUTION!!



THE CITY OF
Edinburg



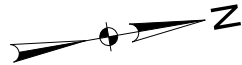
HALFF

5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
WATER PLAN
STA 340+00 TO 360+00

SCALE: H:1\"100'				SHEET 21 OF 34			
DN:	CONT	SECT	JOB	CONTRACT	SECTION	DATE	REVISION
CK DN:	000	00	000	US 281			
DN:	DIST	COUNTY	SHEET NO.				
CK DN:	PHR	HIDALGO	221				

CALL TEXAS 811
BEFORE YOU DIG



		<u>LEGEND</u>		
EXISTING		PROPOSED		
				R.O.W.
				WATER LINE
				VALVE
				BLOW OFF VALVE
				FIRE HYDRANT
				WATER METER

NOTES:

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EXISTING OVERHEAD
ELECTRIC LINES
- CAUTION!!
EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES



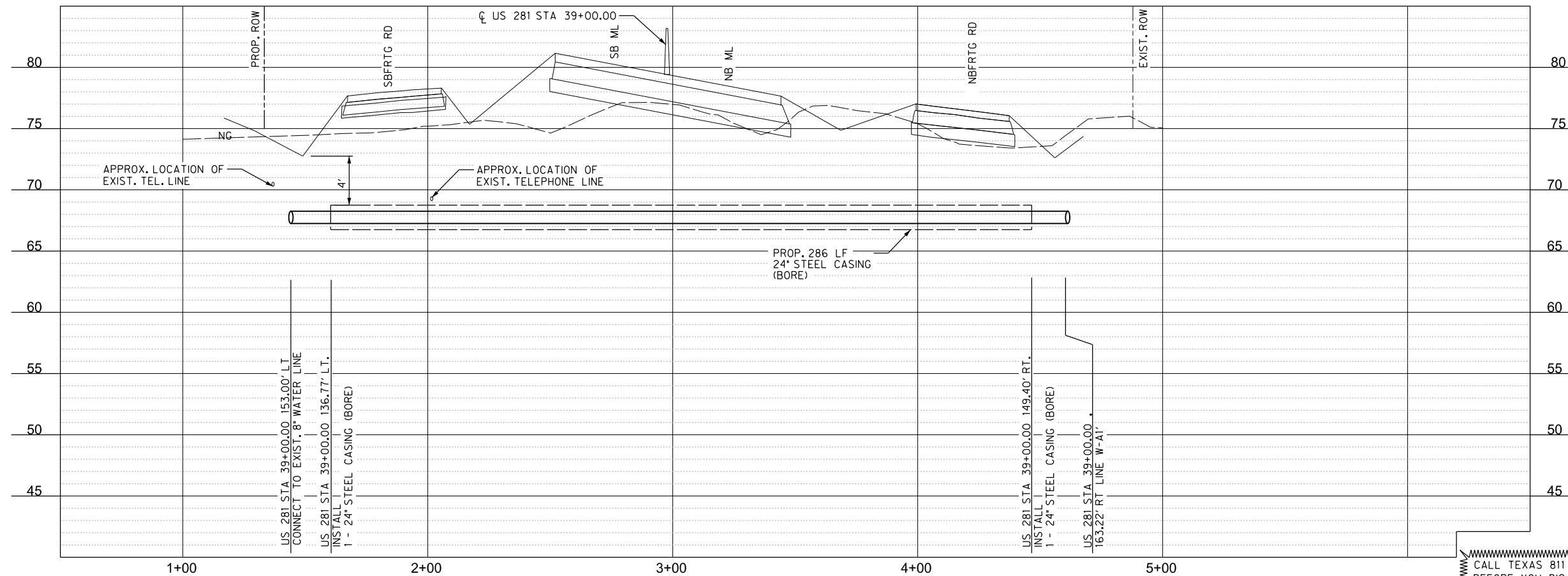
US 281
WATER PLAN
STA 380+00 TO 400+00

SCALE: H.1"=100'		SHEET 23 OF 34			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DW:		DIST			COUNTY
CK DW:		PHR			SHEET NO.
TR:		HIDALGO			223
CK TR:					



EXISTING		PROPOSED		
				R.O.W.
				WATER LINE
				VALVE
				BLOW OFF VALVE
				FIRE HYDRANT
				WATER METER

1. INFORMATION NOT EXISTING AND PROPOSED UTILITIES IS APPROXIMATE AND BASED ON BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY LOCATION AND DEPTH OF THESE UNDERGROUND UTILITIES AS REQUIRED, AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.
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5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281

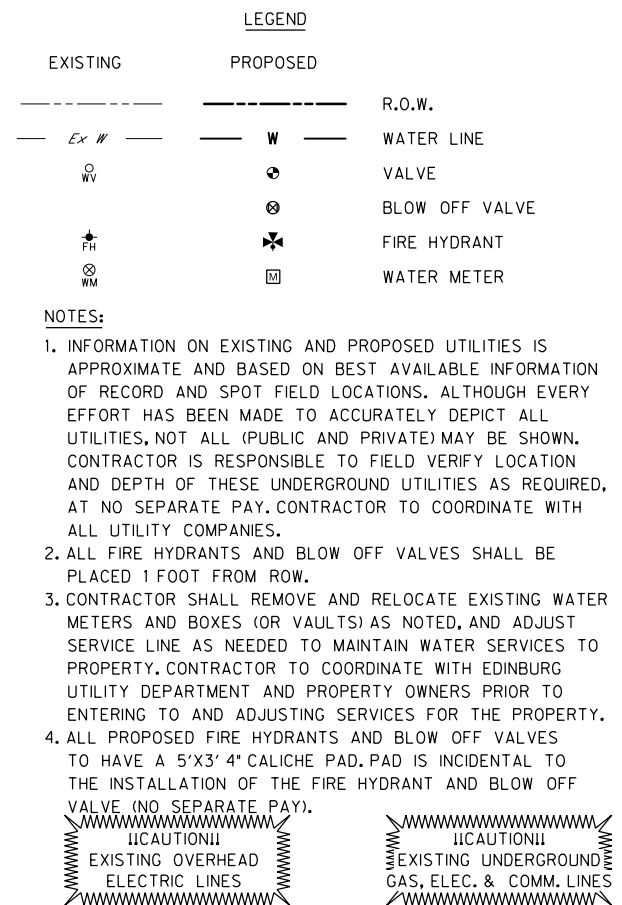
WATER PLAN & PROFILE
LINE 'W-1A'

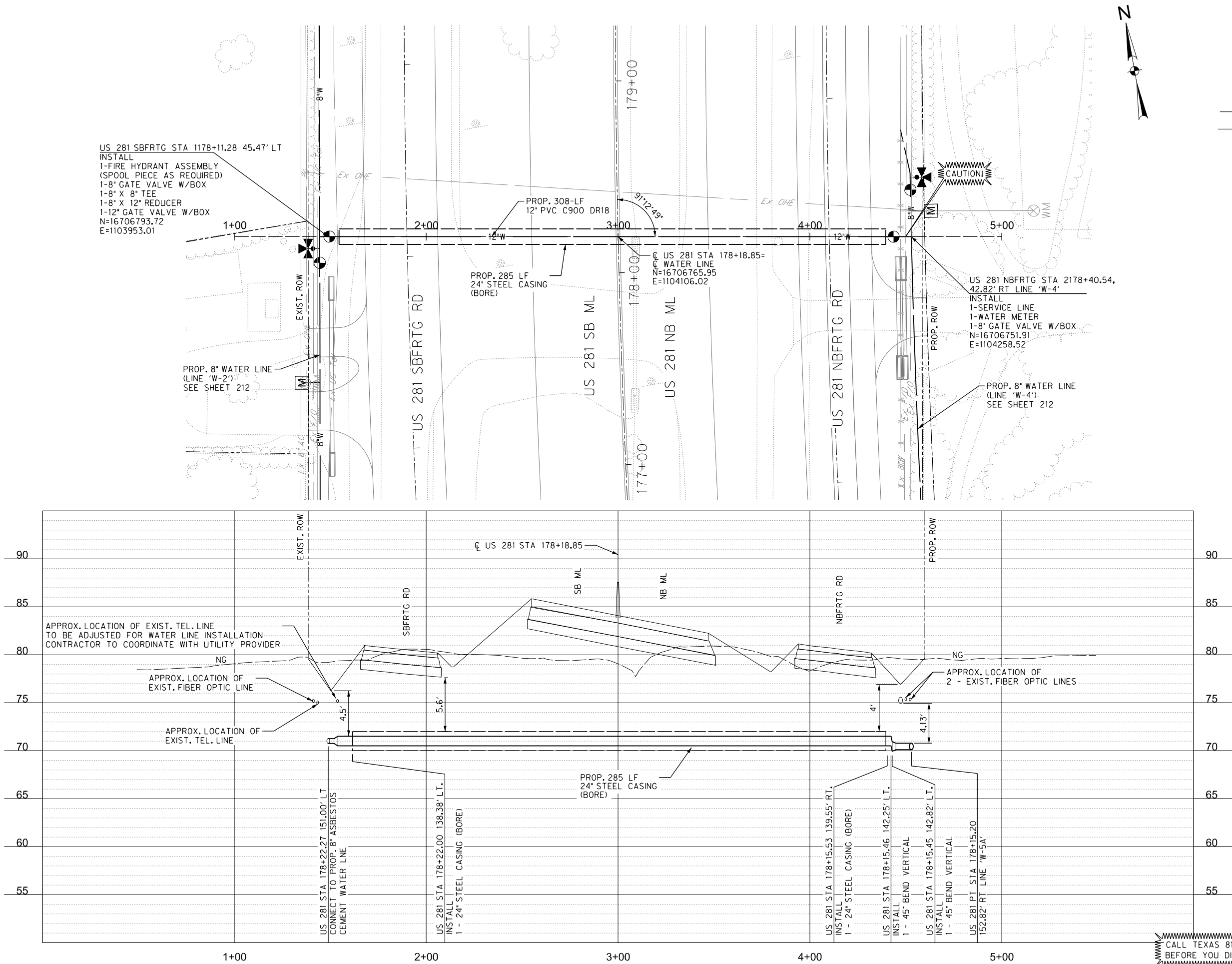
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DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DW:					
CK DW:		DIST	COUNTY		SHEET NO.
TR:		PDR		HIDALGO	
CK TR:				224	



LEGEND		
EXISTING	PROPOSED	
		R.O.W.
		WATER LINE
		VALVE
		BLOW OFF VALVE
		FIRE HYDRANT
		WATER METER







LEGEND

EXISTING		PROPOSED		
---	Ex #	---	W	R.O.W.
○	WV	●	○	WATER LINE
+	FH	⊗	⊗	VALVE
⊗	WM	⊗	⊗	BLOW OFF VALVE
		⊗	⊗	FIRE HYDRANT
		⊗	⊗	WATER METER

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- EXISTING OVERHEAD ELECTRIC LINES
- EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES

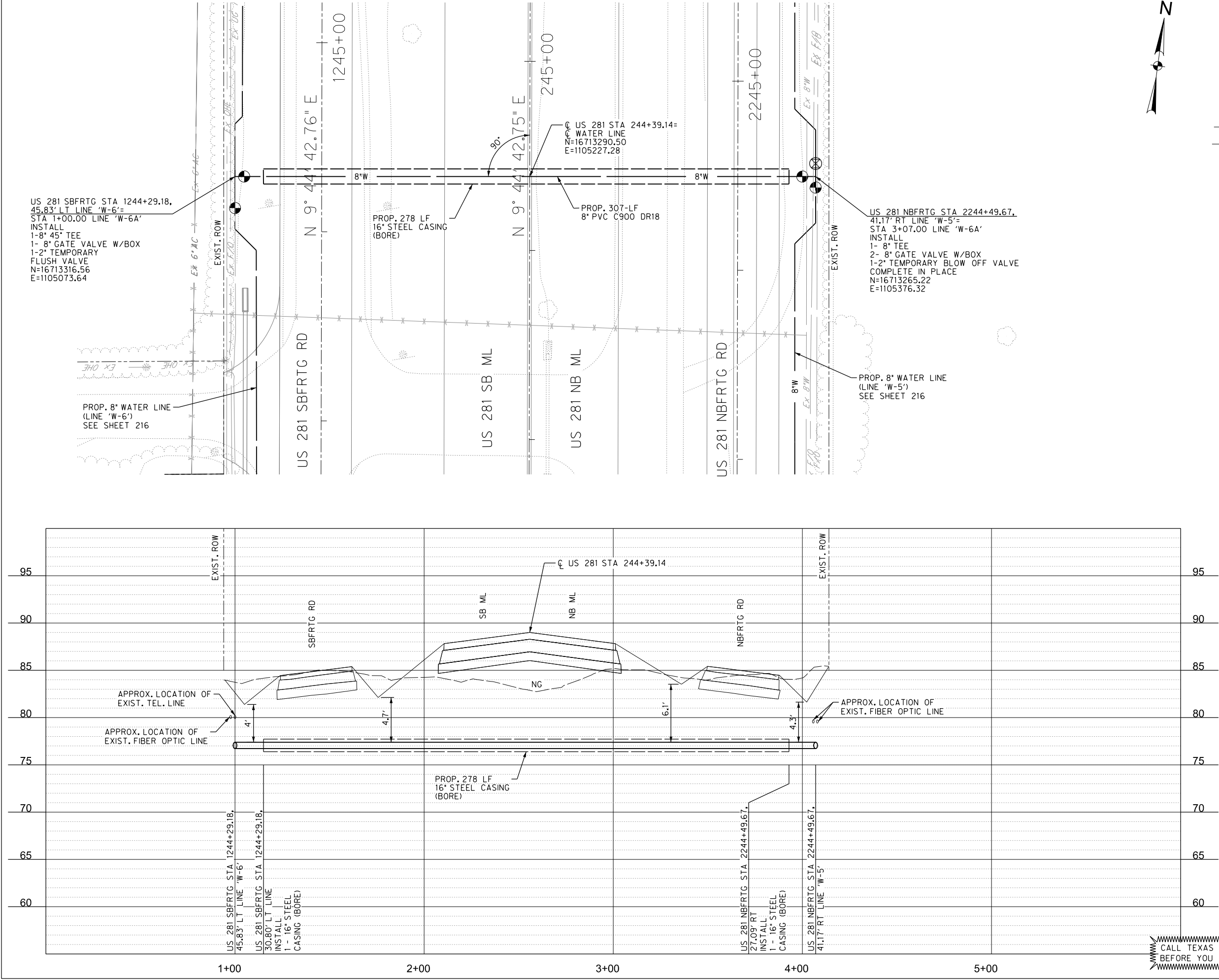
US 281

WATER PLAN & PROFILE

LINE 'W-5A'

SCALE: H:1"=50' V:1"=10'				SHEET 27 OF 34			
DN:	CONT	SECT	JOB	HIGHWAY			
CK DN:	000	00	000	US 281			
CK DN:	DIST			COUNTY	SHEET NO.		
TR:	PHR			HIDALGO	227		
CK TR:							

CALL TEXAS 811
BEFORE YOU DIG



LEGEND

EXISTING	PROPOSED	R.O.W.
---	---	---
Ex #	W	WATER LINE
○	○	VALVE
○	⊗	BLOW OFF VALVE
⊕	⊕	FIRE HYDRANT
⊗	⊗	WATER METER

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- CAUTION!!
- EXISTING OVERHEAD ELECTRIC LINES
- EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES

US 281

WATER PLAN & PROFILE
LINE 'W-6A'

SCALE: H.1"=50' V.1"=10'		SHEET 28 OF 34	
DN:	CON	SECT	JOB
CK DN:	000	00	000
DN:	COUNTY		US 281
CK DN:	DIST		SHEET NO.
TR:	PHR		228
CK TR:	HIDALGO		



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!!CAUTION!!
 EXISTING UNDERGROUND
 GAS, ELEC. & COMM. LINES



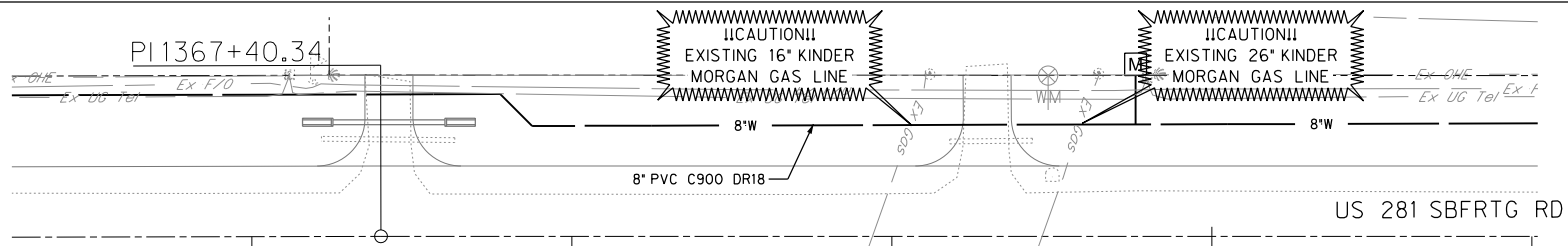
5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #E-312

WATER PLAN & PROFILE
LINE 'W-6B'

SCALE: H:1/50' V:1/10'

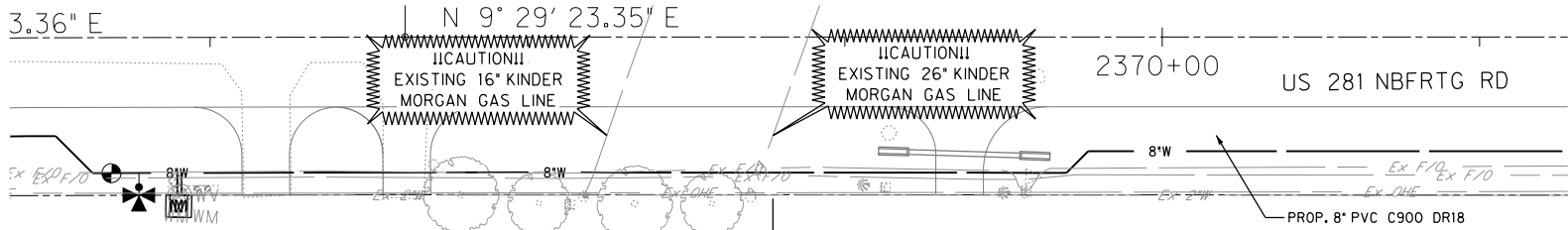
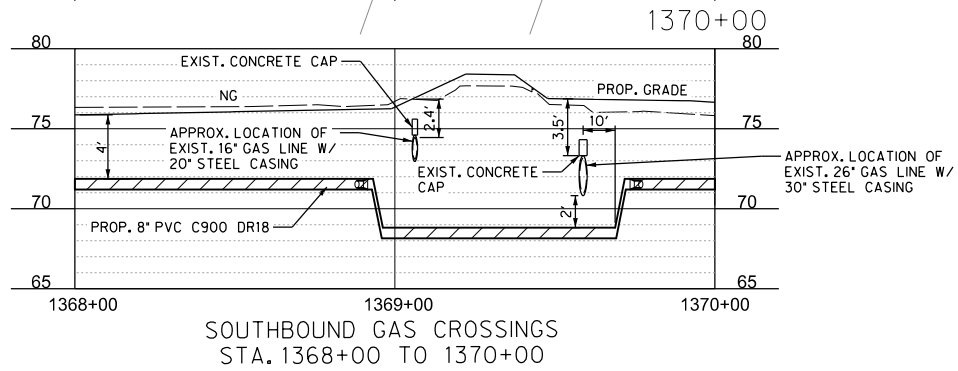
SHEET 29 OF 34

DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DN:					
CK DN:					
TR:		DIST	COUNTY		SHEET NO.
CK TR:		PHR	HIDAI GO		229



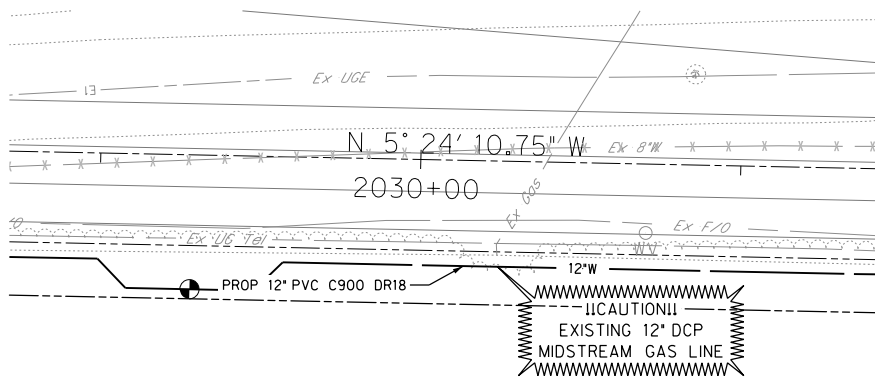
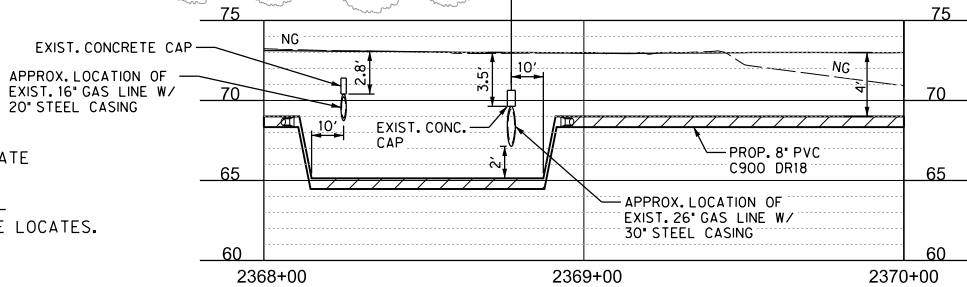
NOTE:
1. CONTRACTOR SHALL SUBMIT AN 811 ONE CALL TO LOCATE LINES AT PROPOSED CROSSING POINTS.
2. CONTRACTOR SHALL CONTACT KINDER MORGAN'S LOCAL DAMAGE PREVENTION SUPERVISOR TO ASSIST WITH THE LOCATES. CURRENT POINT OF CONTACT:

CHUCK BITNER - (956) 239-0862



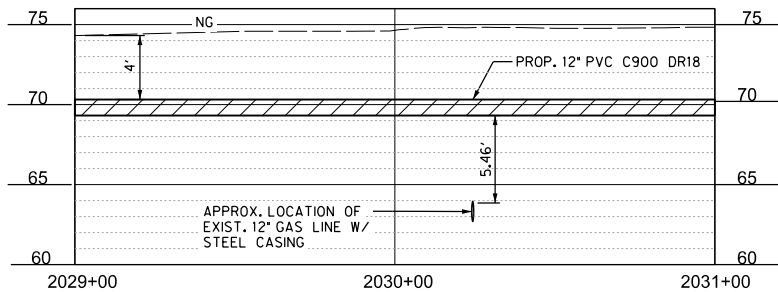
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CHUCK BITNER - (956) 239-0862



NOTE:
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2. CONTRACTOR SHALL CONTACT DCP MIDSTREAM TO ASSIST WITH THE LOCATES. CURRENT POINT OF CONTACT:

ROBERTO MARTINEZ - (361) 675-0596



NOTHBOUND GAS CROSSING
STA. 2029+00 TO 2031+00

LEGEND		
EXISTING	PROPOSED	R.O.W.
---	---	WATER LINE
Ex #	W	VALVE
○	⊗	BLOW OFF VALVE
WV	⊗	FIRE HYDRANT
○	⊗	WM
○	⊗	WM

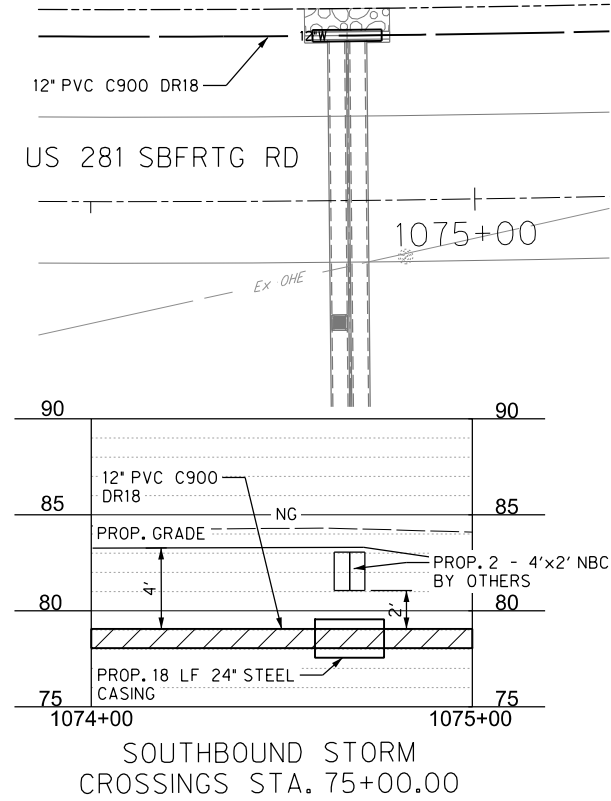
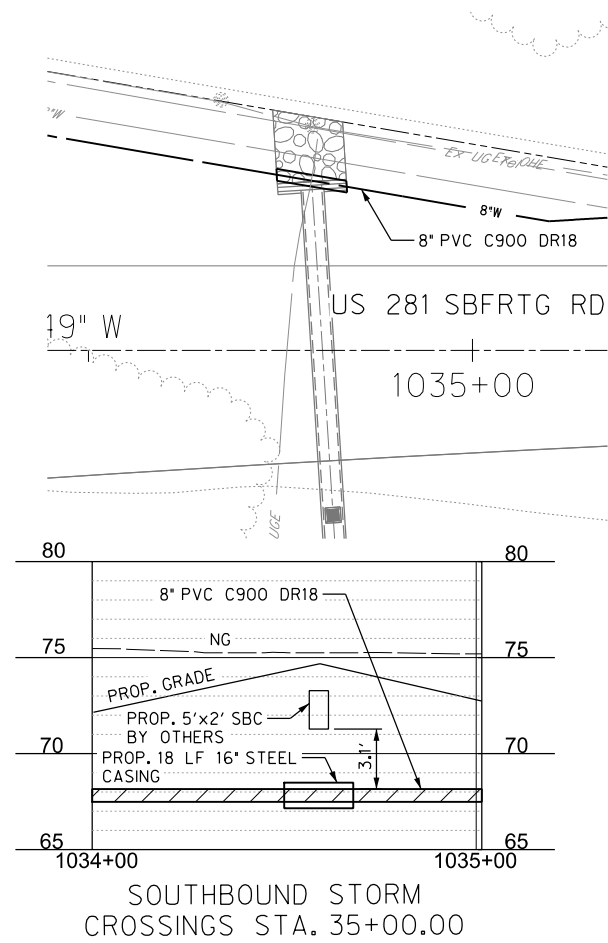
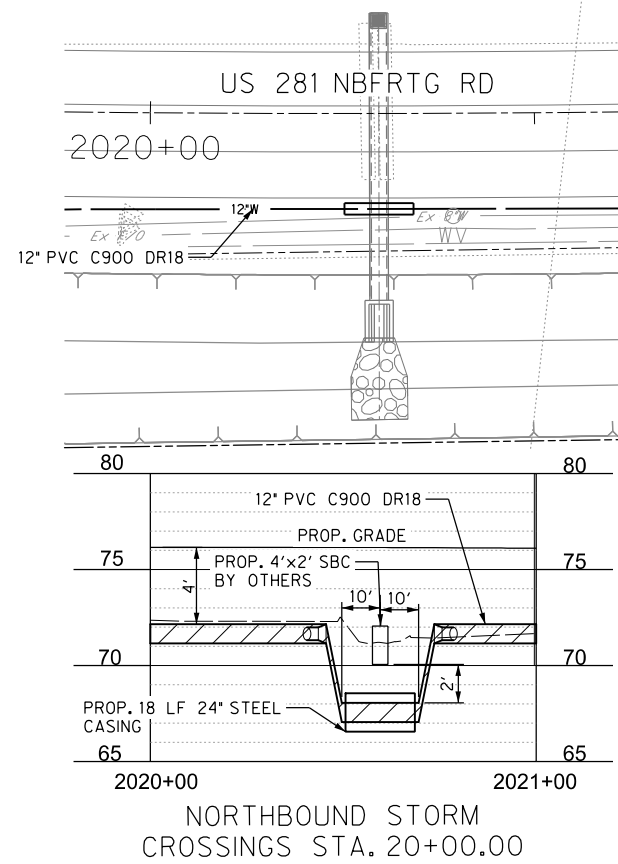
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- EXISTING OVERHEAD ELECTRIC LINES
- EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES



US 281
GAS LINE CROSSING
& PROFILE

SCALE: H:1"=50' V:1"=10'		SHEET 30 OF 34			
DN:	CONT	SECT	JOB	HIGHWAY	
CK DN:	000	00	000	US 281	
CK DN:	DIST	COUNTY		SHEET NO.	
TR:	PHR	HIDALGO		230	
CK TR:					

BEFORE YOU DIG

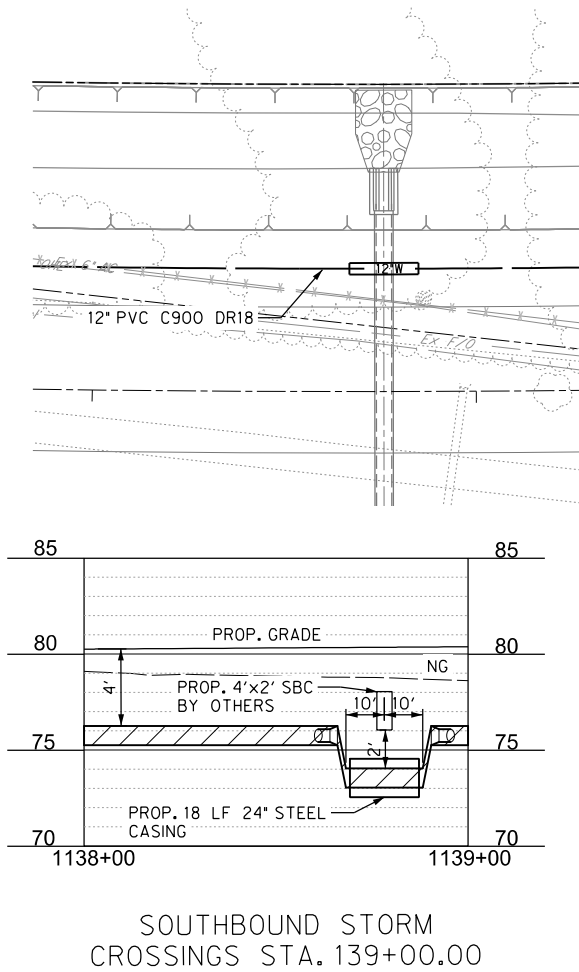
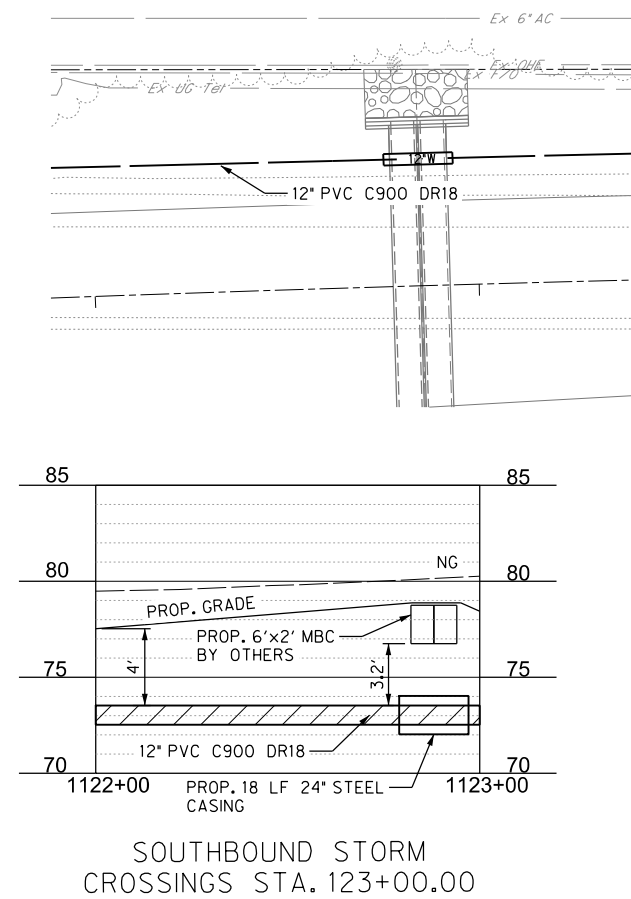
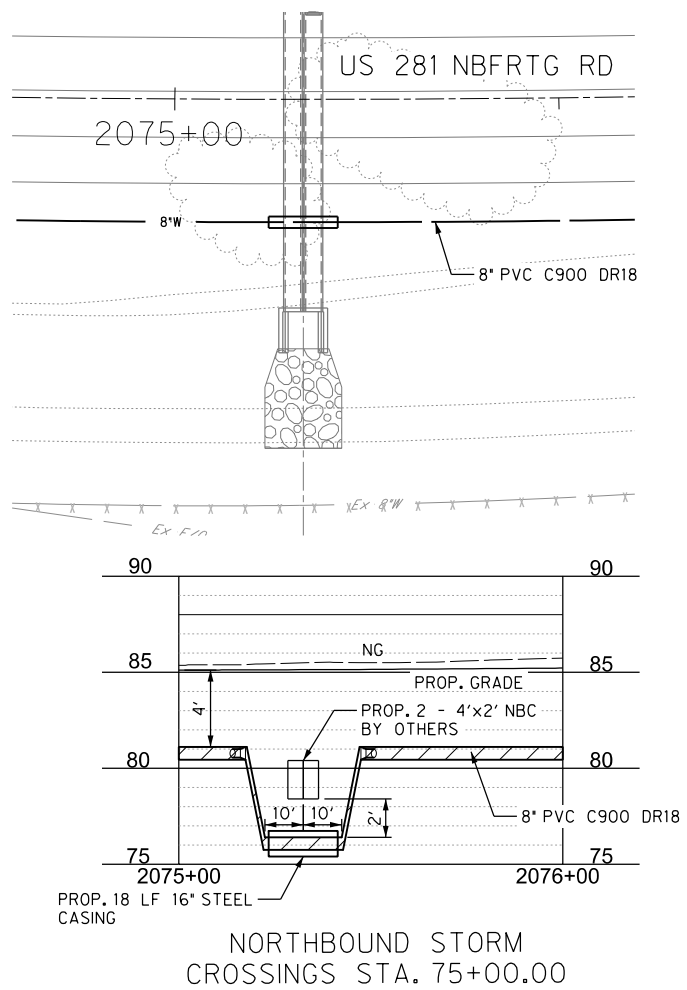


LEGEND

EXISTING	PROPOSED	R.O.W.
Ex W	W	WATER LINE
WV	⊙	VALVE
	⊗	BLOW OFF VALVE
FH	⊕	FIRE HYDRANT
WM	M	WATER METER

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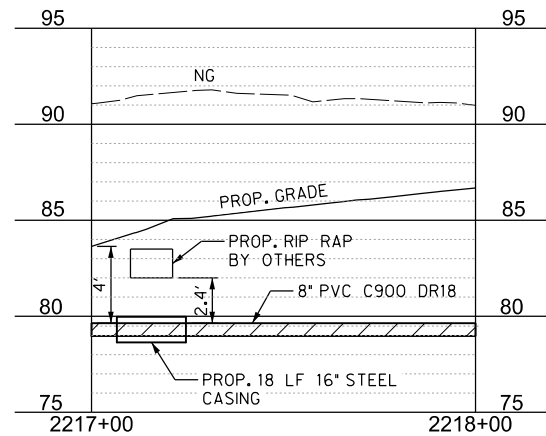
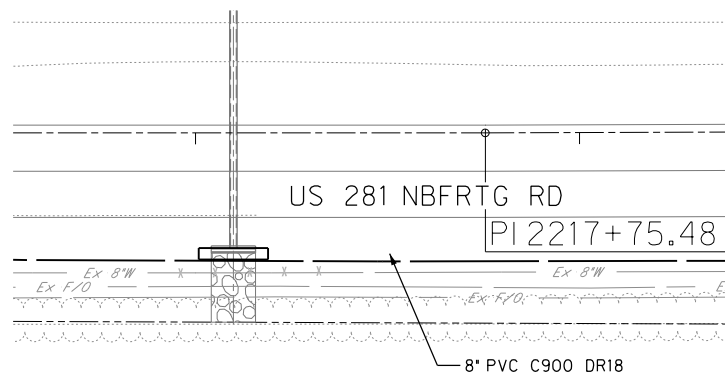
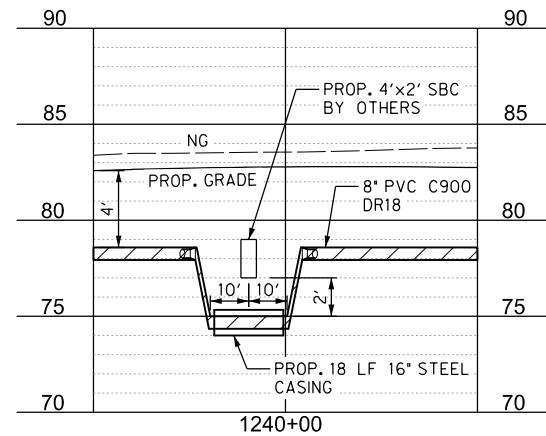
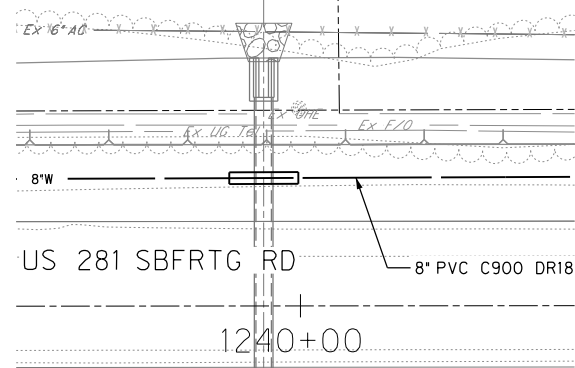
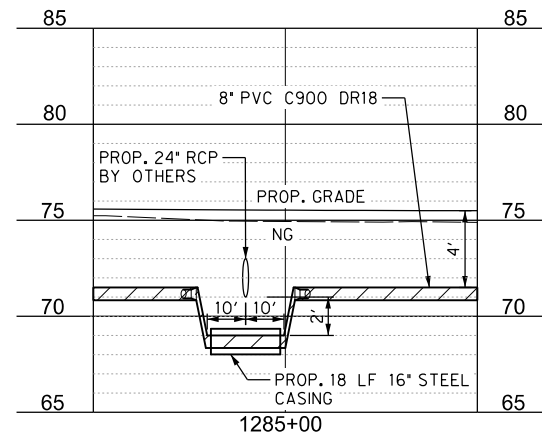
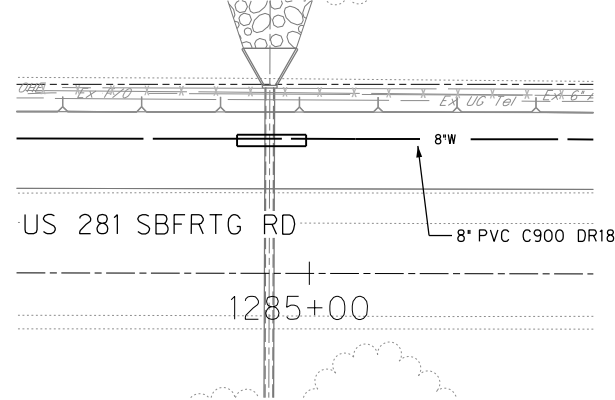
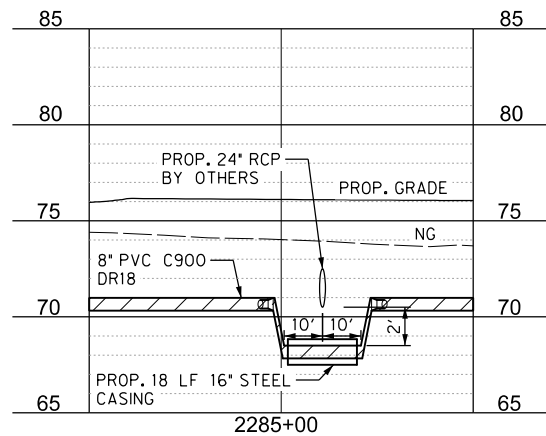
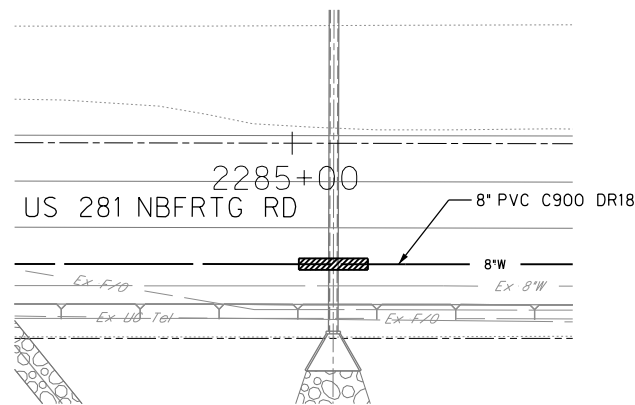
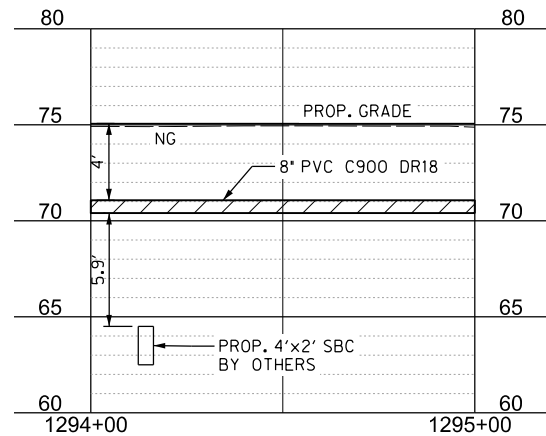
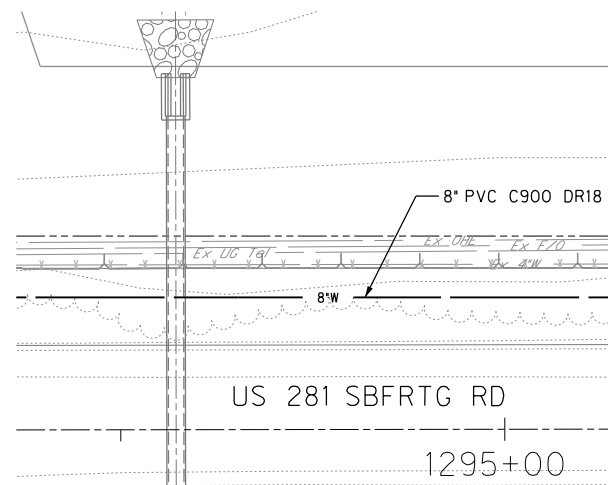
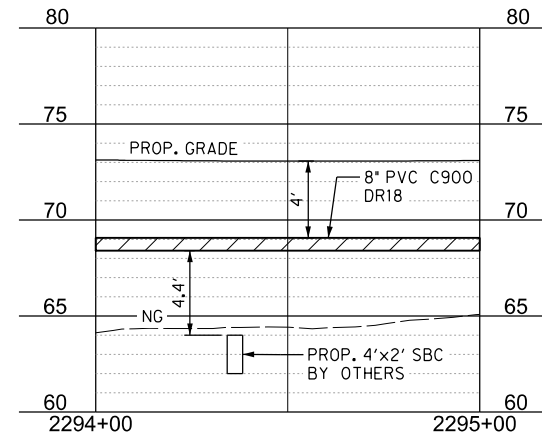
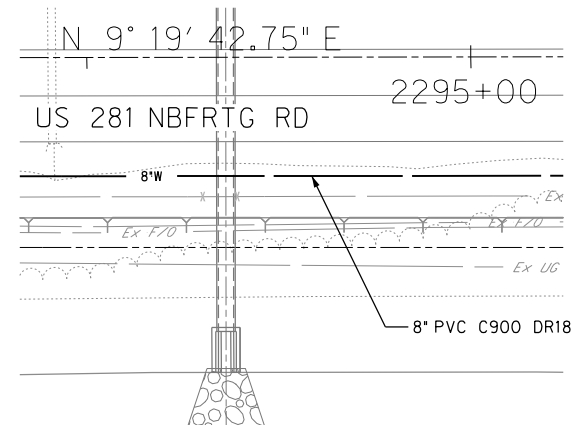
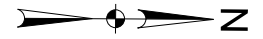
THE CITY OF
Edinburg



HALFF
5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
STORM CROSSING
& PROFILE

SCALE: H.1"=50' V.1"=10'		SHEET 31 OF 34			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DN:					
CK DN:		DIST	COUNTY		SHEET NO.
TR:		PHR	HIDALGO		231
CK TR:					

NORTHBOUND STORM
CROSSINGS STA. 217+00SOUTHBOUND STORM
CROSSINGS STA. 240+00SOUTHBOUND STORM
CROSSINGS STA. 285+00NORTHBOUND STORM
CROSSINGS STA. 285+00SOUTHBOUND STORM
CROSSINGS STA. 294+25NORTHBOUND STORM
CROSSINGS STA. 294+25

LEGEND

EXISTING	PROPOSED	R.O.W.
Ex #	W	WATER LINE
○	●	VALVE
○	⊗	BLOW OFF VALVE
⊕	⊕	FIRE HYDRANT
⊗	⊗	WATER METER

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THE CITY OF
Edinburg

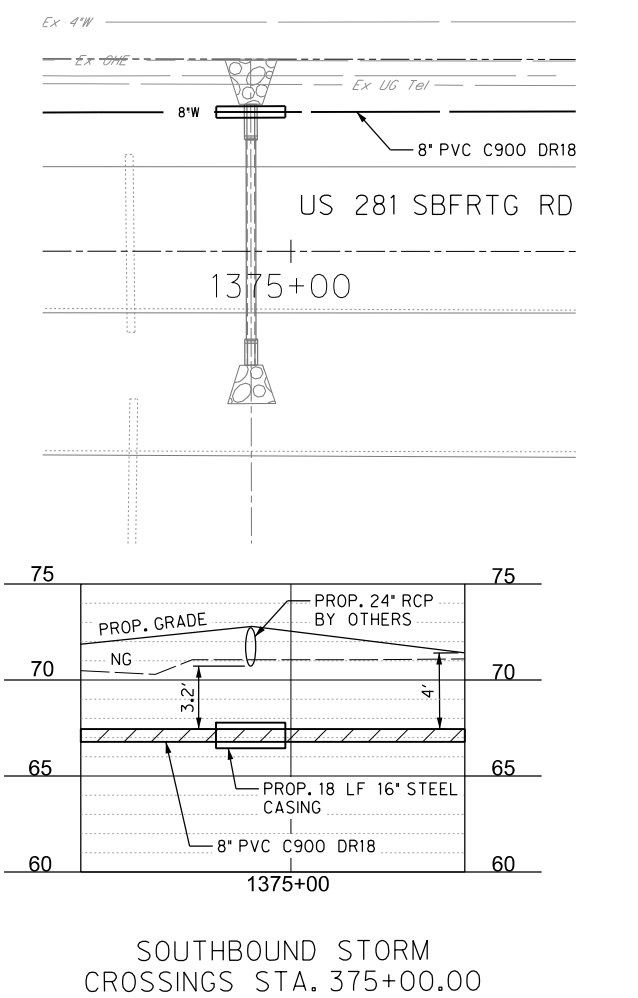
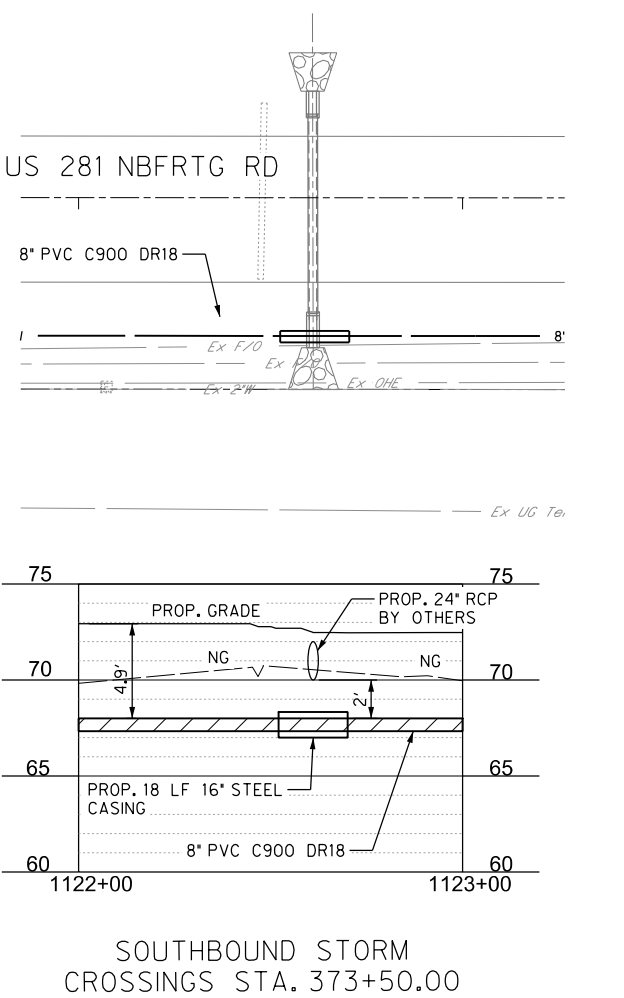
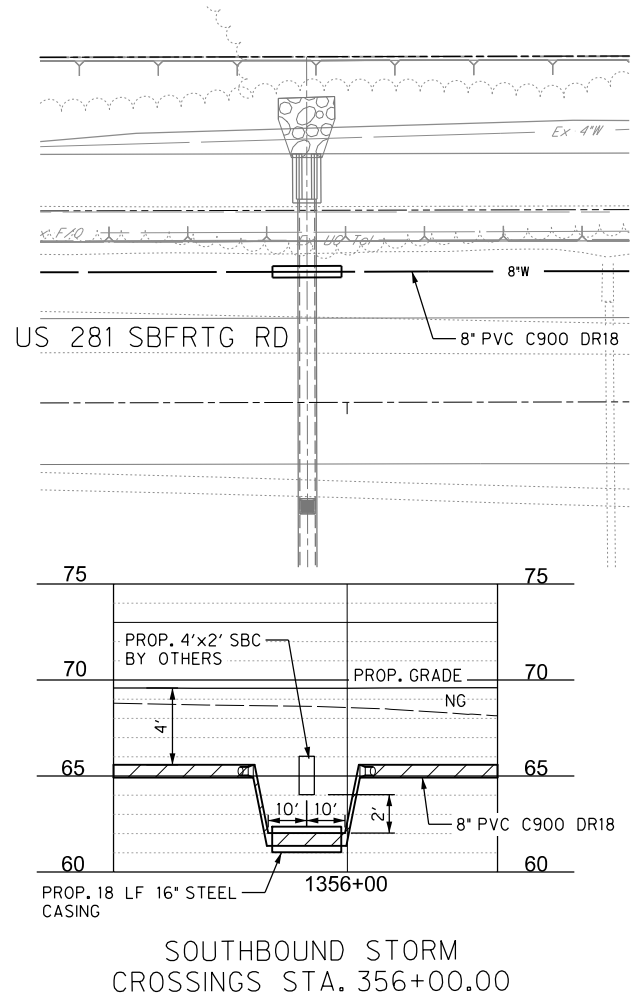
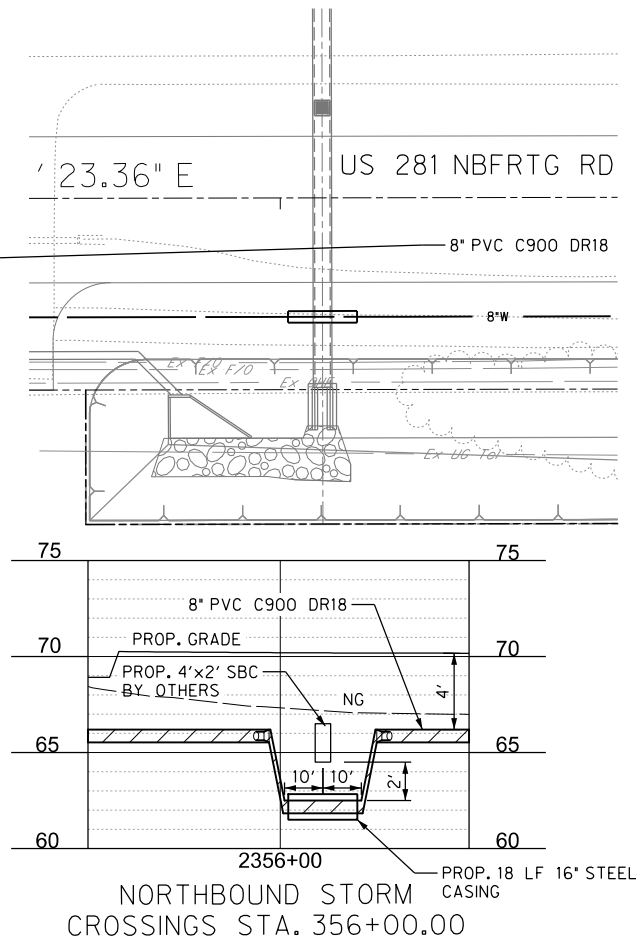
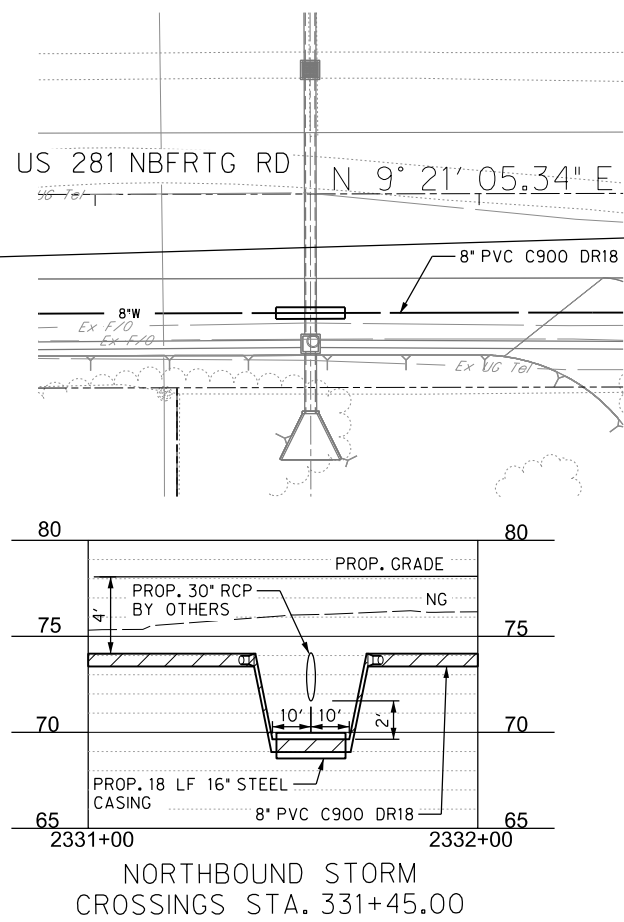
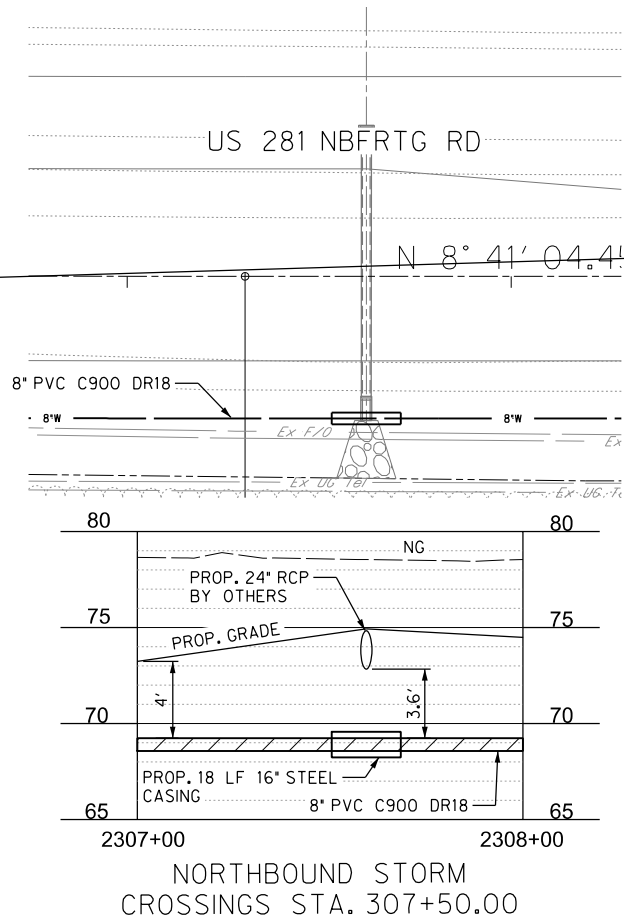


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US 281
STORM CROSSING
& PROFILE

SCALE: H.1"=50' V.1"=10'		SHEET 32 OF 34			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
CK DW:		DIST	COUNTY		SHEET NO.
TR:		PHR	HIDALGO		232
CK TR:					



LEGEND

EXISTING	PROPOSED	R.O.W.
---	---	WATER LINE
○	●	VALVE
○	⊗	BLOW OFF VALVE
⊕	⊕	FIRE HYDRANT
⊗	⊗	WATER METER

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THE CITY OF
Edinburg

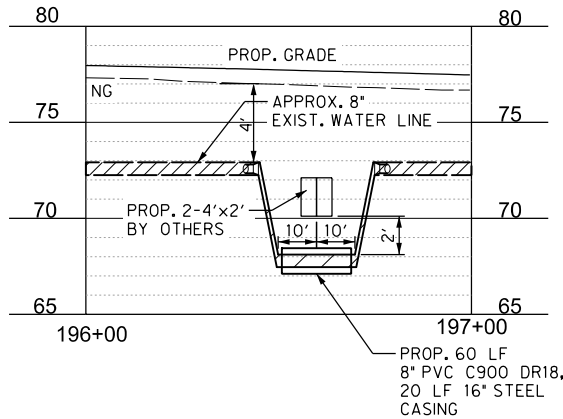
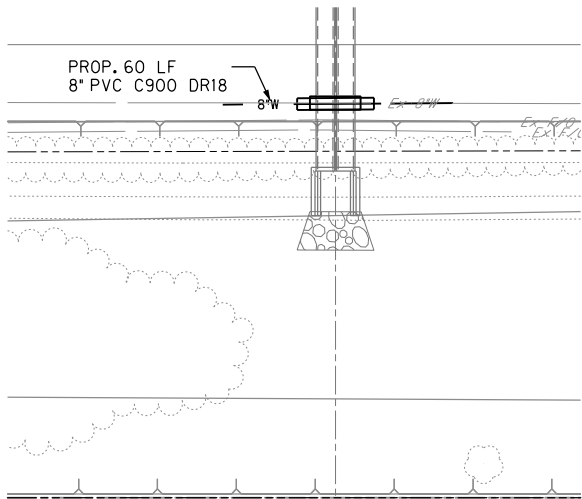


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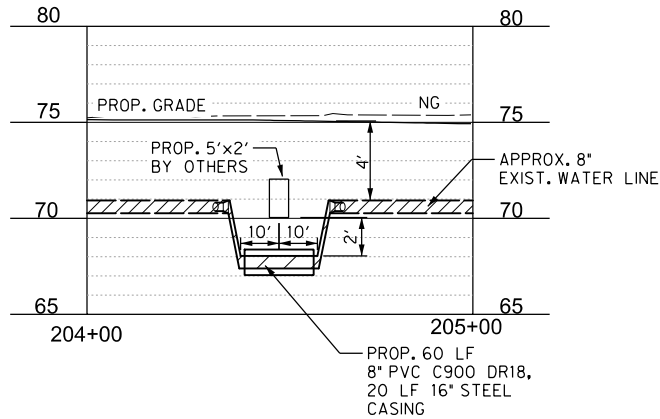
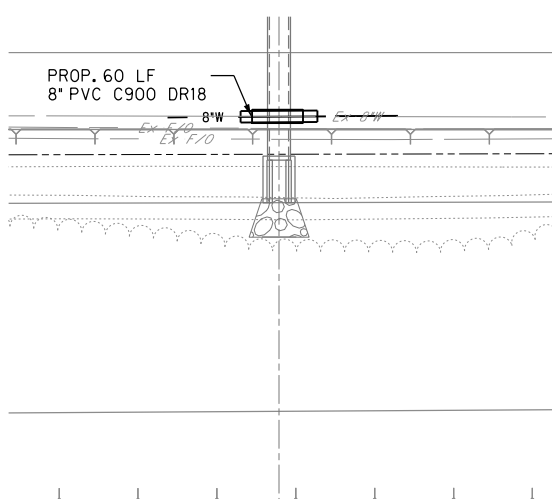
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US 281
STORM CROSSING
& PROFILE

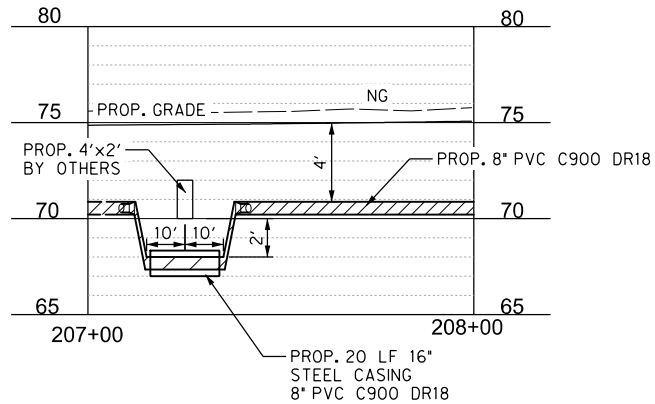
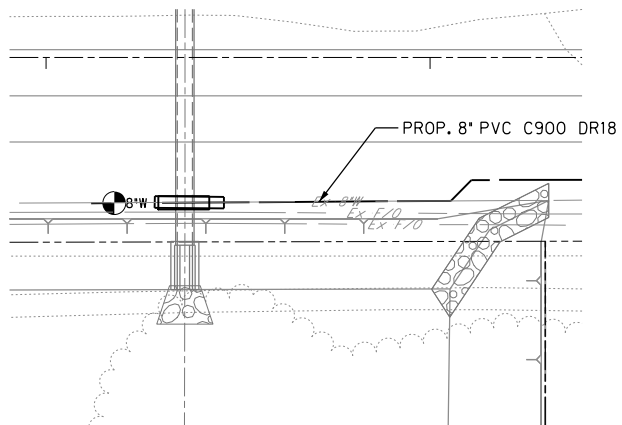
SCALE: H:1"=50' V:1"=10'		SHEET 33 OF 34			
DN:	CONT	SECT	JOB	HIGHWAY	
CK DN:	000	00	000	US 281	
CK DN:	DIST	COUNTY		SHEET NO.	
TR:	PHR	HIDALGO		233	
CK TR:					



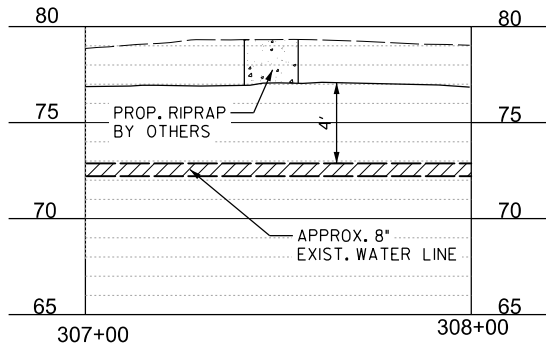
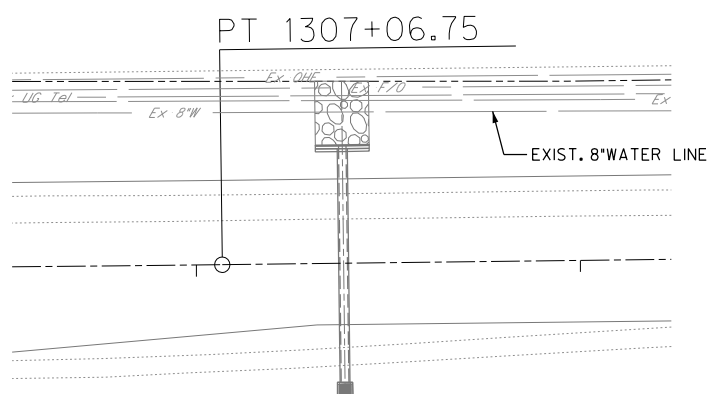
NORTHBOUND STORM
CROSSINGS STA. 196+60.00



NORTHBOUND STORM
CROSSINGS STA. 204+50.00



NORTHBOUND STORM
CROSSINGS STA. 207+25.00



SOUTHBOUND STORM
CROSSINGS STA. 307+50.00

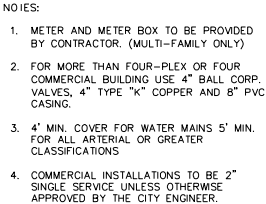
LEGEND		
EXISTING	PROPOSED	
---	---	R.O.W.
Ex #	W	WATER LINE
○	○	VALVE
○	⊗	BLOW OFF VALVE
⊕	⊕	FIRE HYDRANT
⊗	⊗	WATER METER

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US 281
STORM CROSSING
& PROFILE

SCALE: H.1"=50' V.1"=10'		SHEET 34 OF 34		
DN:	CONT	SECT	JOB	HIGHWAY
CK DN:	000	00	000	US 281
CK DN:	DIST	COUNTY		SHEET NO.
TR:	PHR	HIDALGO		234
CK TR:				



(NEAR SIDE)



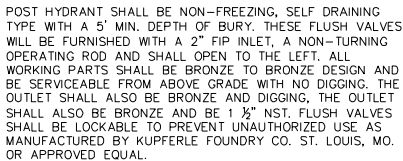
NTS

The diagrams illustrate four types of pipe joints and their associated surface area calculations:

- TEES & DEAD ENDS:** Shows a cross-section of a pipe with a tee or dead end. Labels include "THICKNESS" for the pipe wall, "SURFACE AREA" for the cylindrical section, and "SURFACE AREA" for the flat end.
- HORIZONTAL BENDS:** Shows a cross-section of a pipe bent at an angle. Labels include "THICKNESS" for the pipe wall and "SURFACE AREA" for the curved section.
- VERTICAL BENDS:** Shows a cross-section of a pipe bent vertically. Labels include "THICKNESS" for the pipe wall and "SURFACE AREA" for the curved section.
- HYDRANT BURIES:** Shows a cross-section of a pipe buried under a hydrant. A "STEEL TIE STRAP" is shown securing the pipe. Labels include "THICKNESS" for the pipe wall and "SURFACE AREA" for the curved section.

NOTE: SEE THRUST BLOCK SIZE CHART FOR PROPER THICKNESS AND SURFACE AREAS

THRUST BLOCKS DETAILS



NTS

8" THICK FLEXIBLE BASE MATERIAL MEETING 2004
TXDOT, ITEM 247, TYPE E, GRADE 4. COMPACTED
IN MAX. 8" LIFTS TO 100% OF THE MAX. DENSITY
DETERMINED BY TEX-113-E. MOISTURE CONTENT
MUST BE WITHIN - 2% TO +3% OF OPTIMUM.
PRIMED WITH MC-30 AT A RATE OF 0.20 GAL/SY



APPLICABLE BENEATH FUTURE/UNPAVED STREETS

- FOUNDATION PREPARATION (WELL POINTS), GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.
- BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

NOTE:
ALL EXISTING/ACTIVE STREET CROSSING SHALL REQUIRE SAND
BACKFILL OF ENTIRE TRENCH. (SEE DETAIL S-6)

STANDARD PIPE BEDDING (MAIN & SERVICE LATERALS)

NTS



CONSTRUCTION NOTES:

1. ALL MATERIALS TO BE DOMESTIC.

NTS

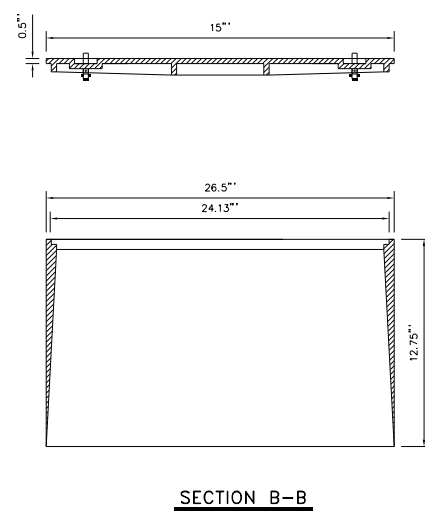
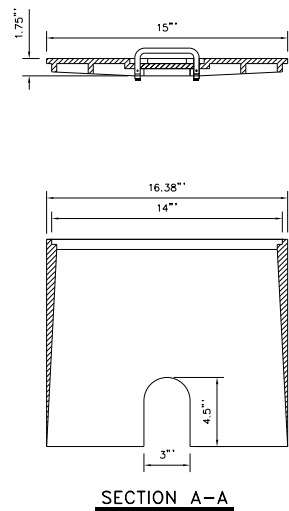
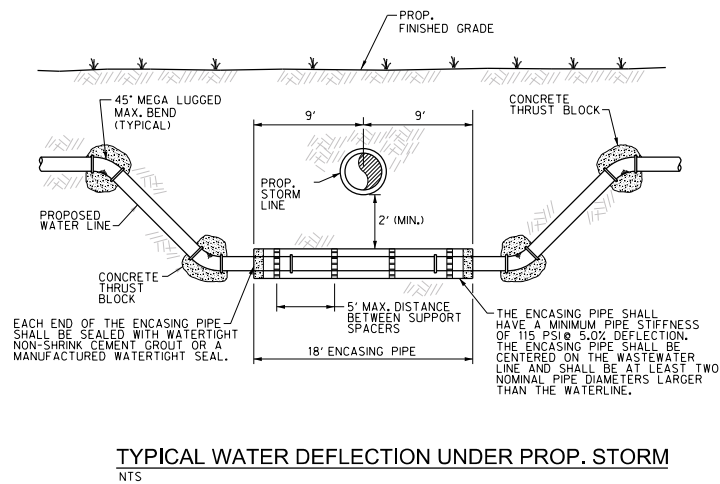
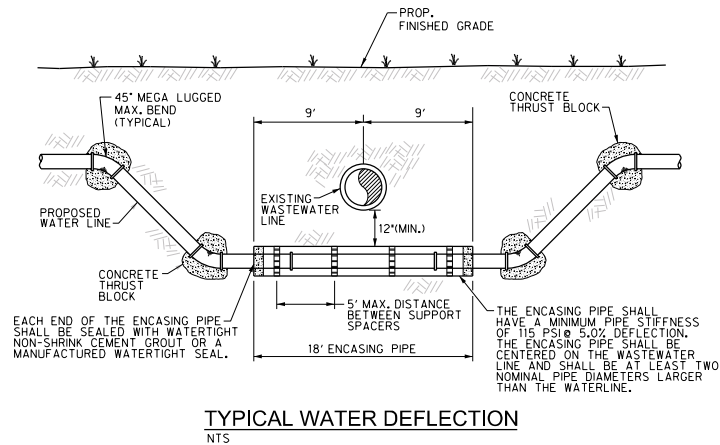


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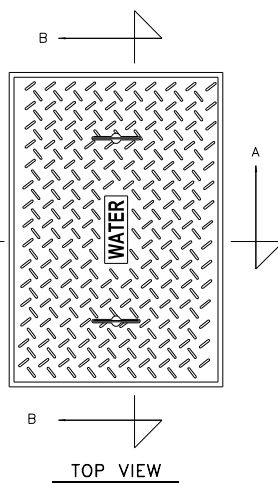
US 281

WATER DETAILS 1

SCALE:		SHEET 1 OF 6			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DW:		DIST	COUNTY		SHEET NO.
CK DW:		PHR	HIDALGO		301
TR:					
CK TR:					



CAST IRON METER
NTS

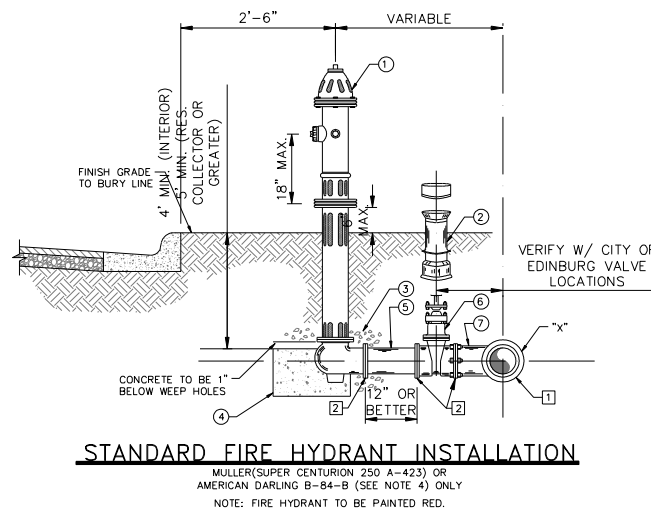


NOTES:

A. MATERIAL - CAST IRON
PER ASTM A48 CLASS 30B

B. LIFT HANDLE - $\frac{3}{8}$ " DIA.
STEEL STANDARD.

C. DIMENSIONS IN INCHES.



NOTE:

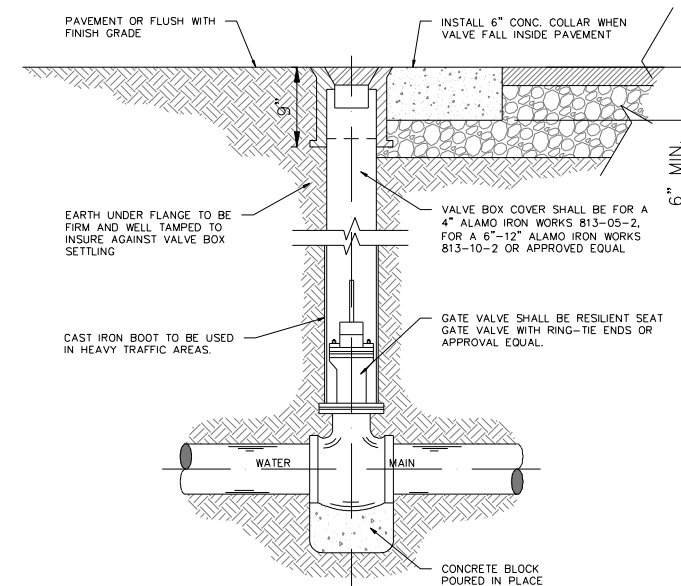
1. OIL SHALL BE PLACED IN HYDRANT AT THE TIME OF INSTALLATION
2. PUMPER NOZZLE SHALL FACE ROADWAY. ($5\frac{1}{2}$ " N.S.T.)
3. IN CERTAIN INSTANCES, WHERE DISTANCES PERMITS, A PARALLEL TEE OR UNION-TIE 90° ELBOW WITH RESTRAINING LUGS MAY BE USED IN LIEU OF STANDARD TEE. FINAL APPROVAL BUY THE CITY OF EDINBURG.
4. IF AMERICAN DARLING IS USED MODEL B-84-B WITH EPOXY COAT VALVE PLATE AND INTERIOR SHOE.
5. TAPPING SLEEVES TO HAVE STAINLESS STEEL BOLTS AND NUTS
6. ALL VALVES, FITTINGS AND HYDRANTS AND ACCESSORIES TO BE GREASED WRAPPED IN PLASTIC.
7. ALL VALVES, FITTINGS AND ACCESSORIES, VALVE BOXES, METER BOXES AND COVERS MUST ME APPROVED BY THE CITY OF EDINBURG.

FIRE HYDRANT INSTALLATION
CONSIST OF FIRE HYDRANT, VALVE
AND VALVE BOX

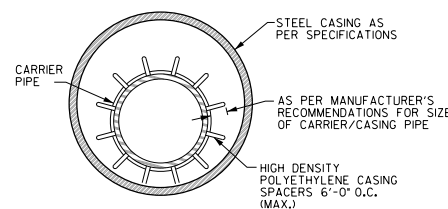
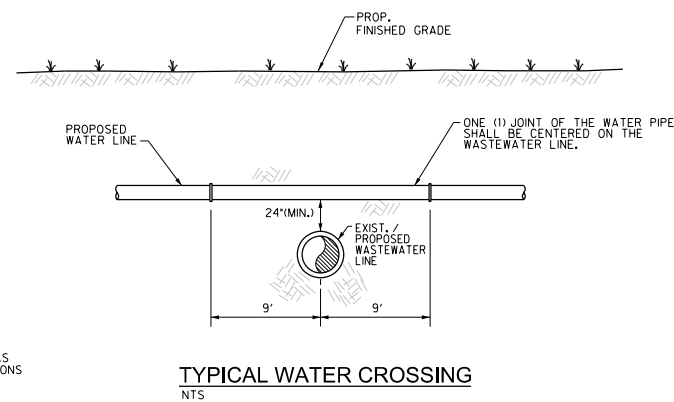
FIRE HYDRANT UNIT SHALL INCLUDE:

1. FIRE HYDRANT WITH ($4\frac{1}{2}$ " PUMPER NOZZLE)
 2. VALVE BOX (DOMESTIC)
 3. 3 CU. FT. GRAVEL
 4. 3 CU. FT. CONCRETE 1" BELOW HYDRANT WEEPHOLES
 5. 1" OR BETTER PVC SPOOLS
 6. 6" RESILIENT SEAT GATE VALVE (FLANGED X M.J.)
 7. X"x6" CAST IRON TEE (FLANGED X M.J.) "X" WATER MAIN DIA.
- 1 MECHANICAL JOINT
2 FLANGE

STANDARD FIRE HYDRANT INSTALLATION
NTS



**TYPICAL VALVE AND VALVE BOX
INSTALLATION ON MAIN LINE**
NTS



INSTALLATION		
CARRIER PIPE SIZE	PIPE CASING SIZE	MIN. WALL THICKNESS
2"	6"	0.375"
4"	10"	0.375"
6"	14"	0.375"
8"	16"	0.375"
10"	18"	0.375"
12"	20"	0.375"
14", 15"	24"	0.375"
16"	26"	0.375"
18"	30"	0.375"
24"	36"	0.375"
36"	48"	0.625"

GENERAL NOTES:

1. ALL STEEL CASING SHALL BE WELDED.
2. STEEL CASING SHALL BE CLOSED AT EACH END USING BRICK OR BLOCK AND MORTAR GROUTED.
3. CASING SPACERS SHALL BE USED TO INSTALL THE CARRIER PIPE INSIDE THE ENCASEMENT PIPE. CASING SPACERS SHALL FASTEN TIGHTLY ONTO THE CARRIER PIPE SO THAT WHEN THE CARRIER PIPE IS BEING INSTALLED THE SPACERS WILL NOT MOVE ALONG THE PIPELINE. CASING SPACERS SHALL BE DOUBLED ON EACH END OF THE ENCASEMENT.
4. PROJECTION TYPE CASING SPACERS SHALL BE CONSTRUCTED SECTIONS OF HIGH DENSITY POLYETHYLENE. THE FLEXIBLE SECTIONS SHALL BE JOINED TOGETHER AROUND THE PIPE TO PROVIDE A MINIMUM OF 16 PLASTIC PROJECTIONS PER SPACER SECTION.
5. INSTALLATION AND SIZE OF SPACERS SHALL BE PER MANUFACTURER'S RECOMMENDATIONS.



THE CITY OF
Edinburg

Texas Department of Transportation

HALFF
5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281

WATER DETAILS 2

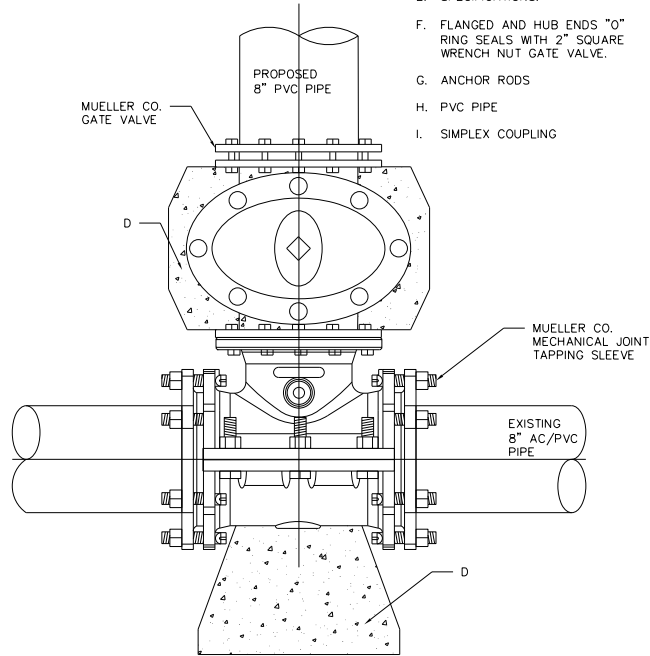
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DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
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TR:				COUNTY	SHEET NO.
CK TR:		PHR		HIDALGO	302

CONSTRUCTION NOTES

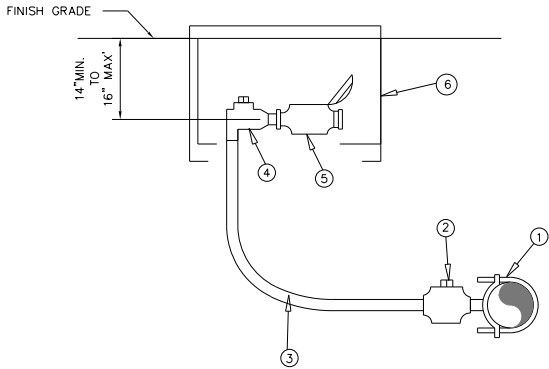
1. ALL CONCRETE TO HAVE A MINIMUM OF 28 DAYS COMPRESSIVE STRENGTH OF 3,000 PSI

CONSTRUCTION NOTES

- A. WATER MAIN (SEE PLANS AND SPECIFICATIONS).
B. TAPPING SLEEVE (SIZE AS REQUIRED).
C. CONCRETE SUPPORT UNDER TAPPING SLEEVE AND BEHIND.
D. THRUST BLOCK AS PER SPECIFICATIONS.
F. FLANGED AND HUB ENDS "O" RING SEALS WITH 2" SQUARE WRENCH NUT GATE VALVE.
G. ANCHOR RODS
H. PVC PIPE
I. SIMPLEX COUPLING



SAME SIZE WATER TAPPING SLEEVE AND VALVE INSTALLATION
NTS

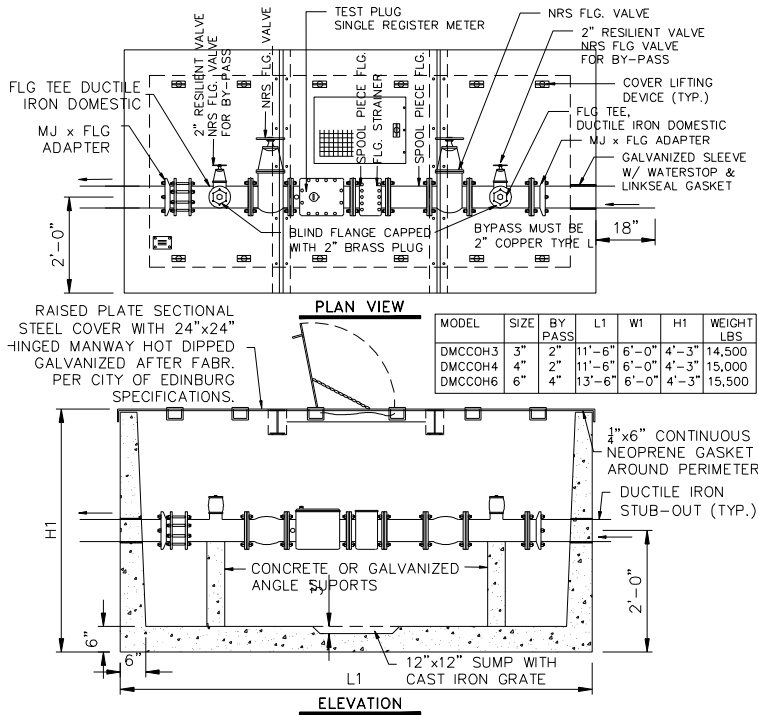


2" METER SERVICE

1. X" x 2" DOUBLE STRAP BRASS SADDLE
2. 2" BALL CORP. MIPX C.T.S.
3. 2" COPPER TUBING TYPE "L"
4. 2" BRASS ANGLE STOP
5. WATER METER NY CITY OF EDINBURG
6. LARGE C.I. METER BOX WILL BE PROVIDED BY CITY OF EDINBURG.
7. ALL WATER METERS 4" AND ABOVE SHALL BE PLACED IN A CONCRETE METER VAULT APPROVED BY THE CITY OF EDINBURG

2" METER SERVICE
NTS

METER VAULTS



SPECIFICATIONS:

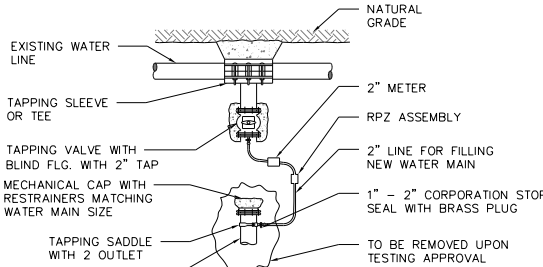
CONCRETE: Class 1 concrete with design strength of 4500 PSI at 28 days. Unit of monolithic construction at floor and first stage of wall with sectional riser to required depth.

REINFORCEMENT: Grade 60 reinforced. Steel rebar conforming to ASTM A615 on required centers or equal.

STEEL COVER: All steel fabrication shall be in accordance to AWA D1.1. Steel shall be ASTM A36 carbon steel, and hot dipped galvanized after fabrication in accordance to ASTM A 123. Standard cover is rated for 50 PSF.

ENGINEERING DATA: The meter assembly shall be factory assembled in vault & hydrostatically tested prior to delivery. Field excavation & preparation shall be complete prior to delivery. Pipe, valves and fittings of the assembly shall be approved by one or more of the following associations: American Water Works Association, Underwriters Laboratories, Uniform Plumbing Code, American Society of Sanitary Engineering.

METER VAULTS
NTS



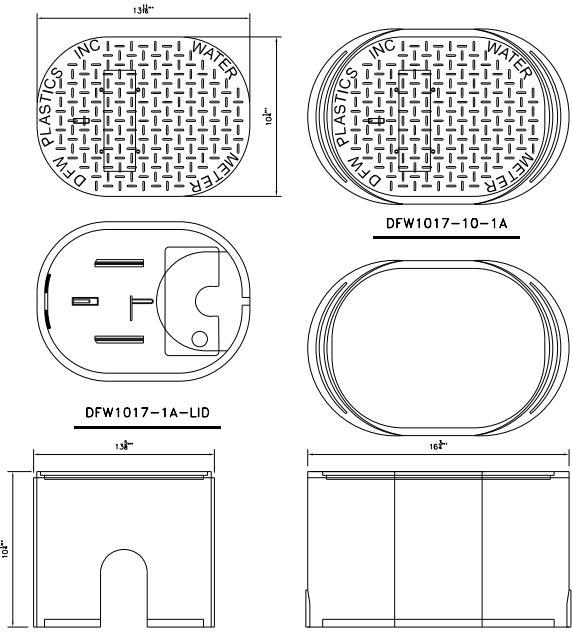
METHOD FOR FILLING NEW WATER LINES
PRIOR TO CHLORINATION AND TESTING

NOTES:

1. THIS METHOD SHALL ALSO BE USED AT A NEW CONNECTION TO AN EXISTING DEAD END LINE.
2. AFTER THE NEW LINE HAS BEEN DISINFECTED AND PRESSURIZED, THE VALVE AT THE CONNECTION TO THE EXISTING LINE SHALL BE OPENED (BY CITY OF EDINBURG) TO FLUSH OUT THE SUPER CHLORINE.
3. 2" METERED TAP SHALL BE PAID BY DEVELOPER, CONTRACTOR OR CUSTOMER.

METHOD FOR FILLING NEW WATER LINES
PRIOR TO CHLORINATION AND TESTING
NTS

REDIFENTIAL OVEL PLASTIC
METAL COVER
NTS

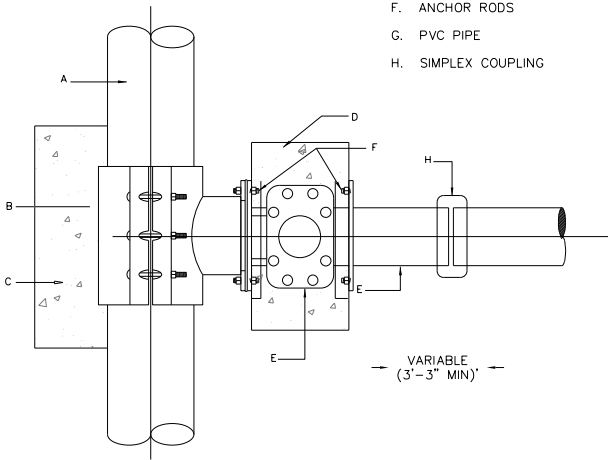


- NOTES:
1. DIMS +/- 1/8" U.N.O.
2. SNAP LOCK POCKET WILL RECEIVE

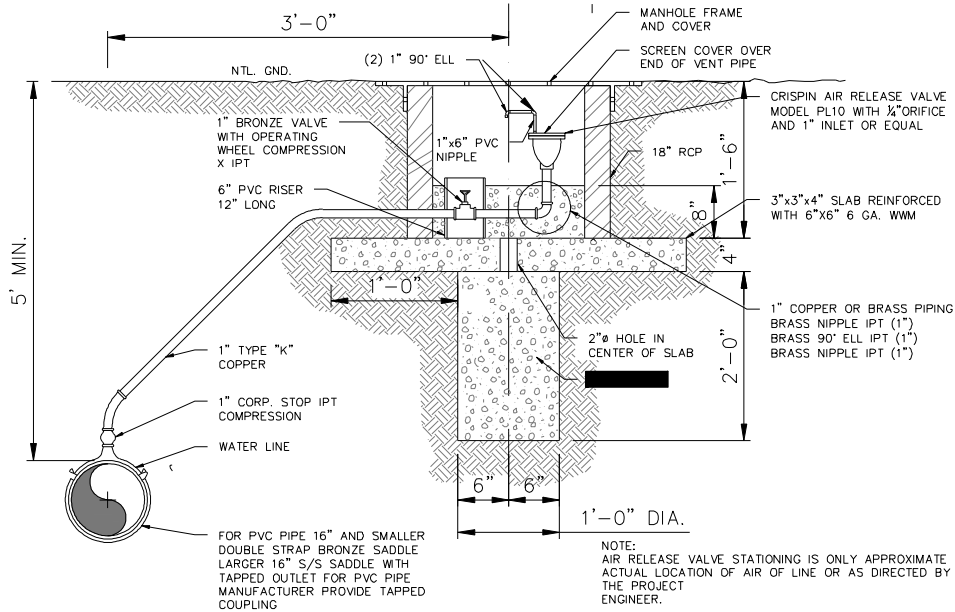
REDIFENTIAL OVEL PLASTIC
METAL COVER
NTS

- CONSTRUCTION NOTES:
1. ALL CONCRETE TO HAVE A MINIMUM OF 28 DAYS COMPRESSIVE STRENGTH OF 3,000 P.S.I.

- CONSTRUCTION NOTES:
A. WATER MAIN (SEE PLANS AND SPECIFICATIONS).
B. TAPPING SLEEVE (SIZE AS REQUIRED).
C. CONCRETE SUPPORT UNDER TAPPING SLEEVE AND BEHIND.
D. THRUST BLOCK AS PER SPECIFICATIONS.
E. FLANGED AND HUB ENDS "O" RING SEALS WITH 2" SQUARE WRENCH NUT GATE VALVE.
F. ANCHOR RODS
G. PVC PIPE
H. SIMPLEX COUPLING



WATER TAPPING SLEEVE AND
VALVE INSTALLATION ON LARGE PIPE
NTS



TYPICAL AIR RELEASE VALVE INSTALLATION DETAIL

TYPICAL AIR RELEASE VALVE INSTALLATION DETAIL
NTS



THE CITY OF
Edinburg

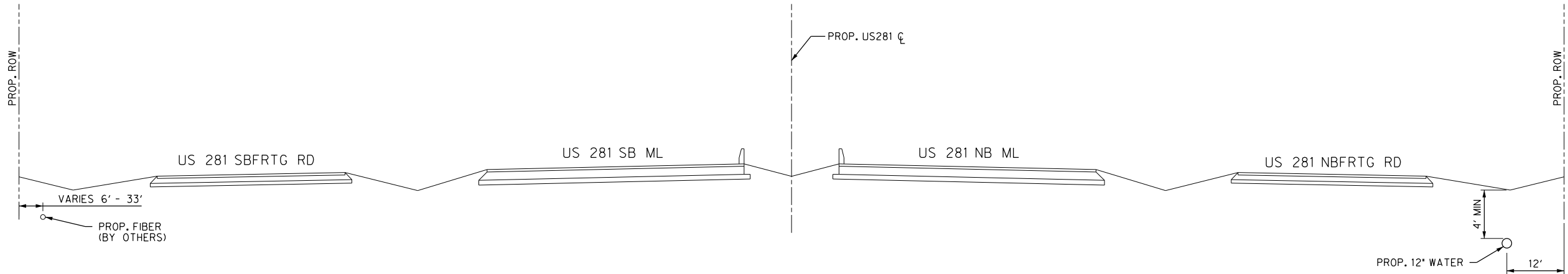
Texas Department of Transportation

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5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
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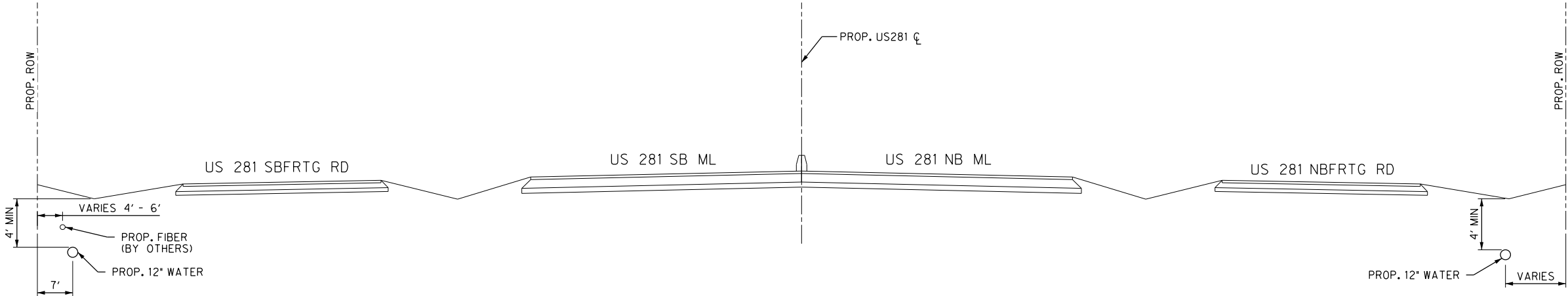
US 281

WATER DETAILS 3

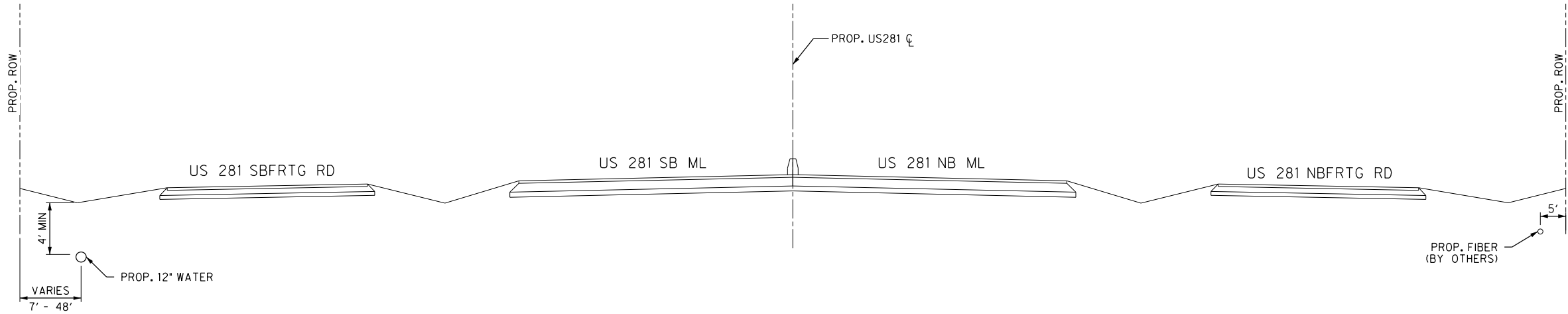
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CK DN:		000	00	000	US 281
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CK DN:					
TR:		DIST		COUNTY	SHEET NO.
CK TR:		PHR		HIDALGO	303



WATERLINE CORRIDOR
STA. 10+00 TO 34+00



WATERLINE CORRIDOR
STA. 34+00 TO 81+00



WATERLINE CORRIDOR
STA. 81+00 TO 148+00



STATE OF TEXAS
RUSSELL LIMAS
141807
LICENSED PROFESSIONAL ENGINEER
07-18-22



THE CITY OF
Edinburg



Texas Department of Transportation



HALFF
5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281

WATERLINE CORRIDOR

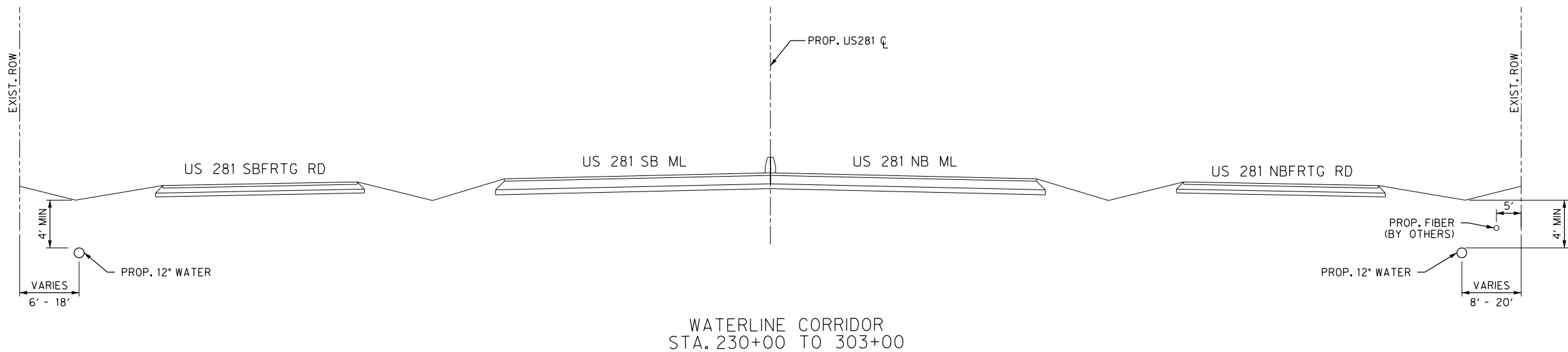
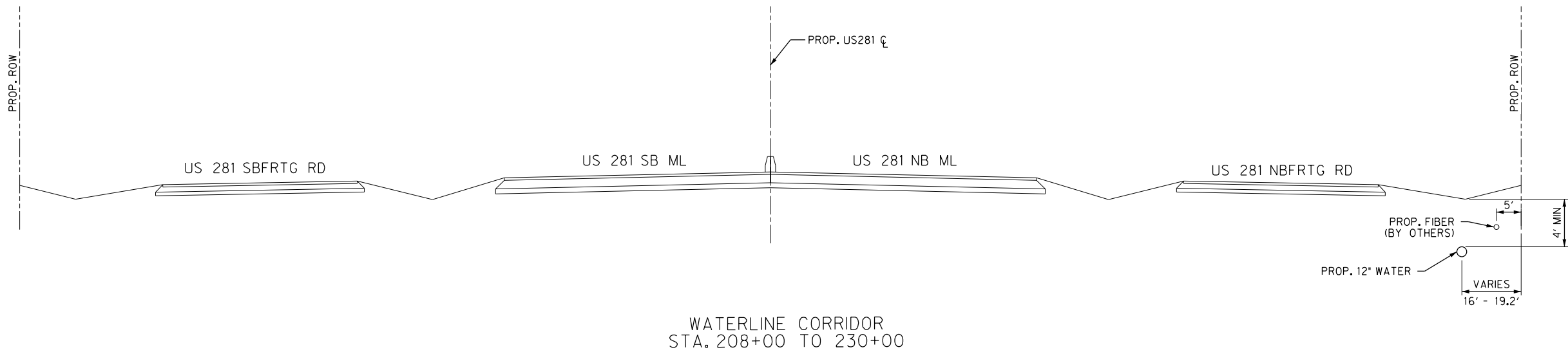
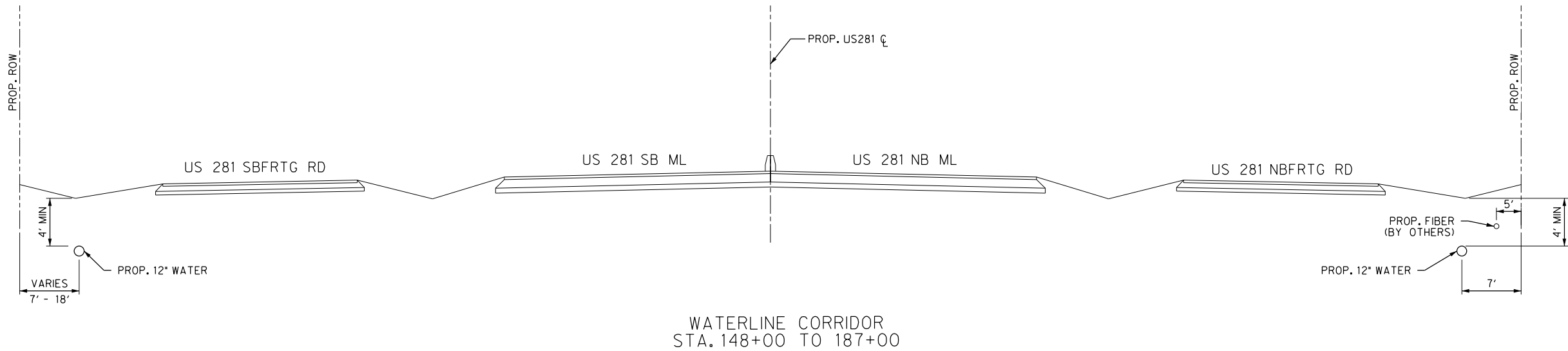
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CK DN:		000	00	000	US 281
CK DW:		DIST	COUNTY		SHEET NO.
TR:		PHR	HIDALGO		304
CK TR:					

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Design

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7/19/2022 8:11:55 AM ah3080 HALFF





STATE OF TEXAS
RUSSELL LIMAS
141807
LICENSED PROFESSIONAL ENGINEER
07-18-22



THE CITY OF
Edinburg



Texas Department of Transportation

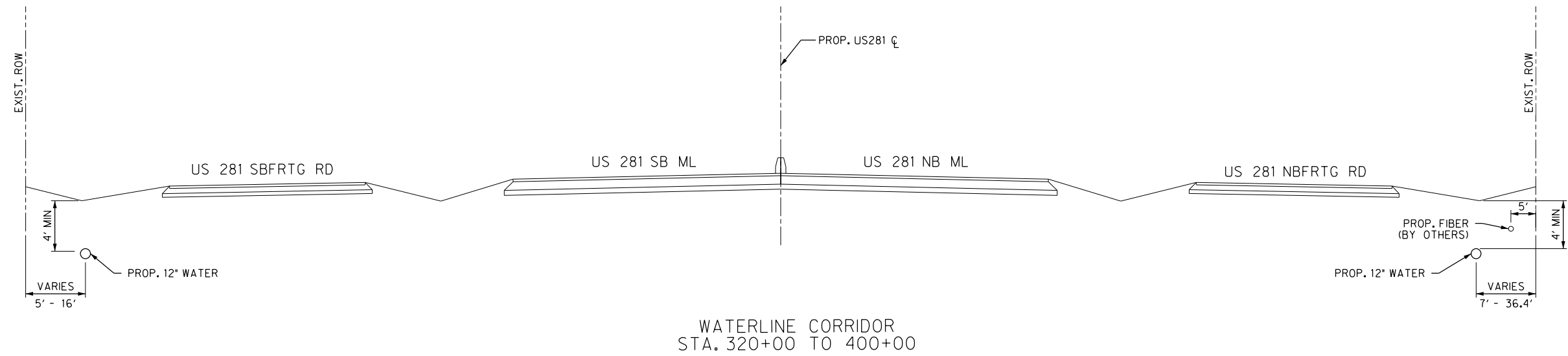


HALFF
5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281

WATERLINE CORRIDOR

SCALE:		SHEET 5 OF 6			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
CK DW:		DIST	COUNTY		SHEET NO.
TR:		PHR	HIDALGO		305
CK TR:					



US 281

WATERLINE CORRIDOR

SCALE:		SHEET 6 OF 6			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DW:		DIST			COUNTY
CK DW:		PHR			SHEET NO.
TR:		HIDALGO			306
CK TR:					

Attachment “B” Accounting Method



Actual Cost Method of Accounting

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.



Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Initial Date
TxDOT

Initial Date
Utility

Attachment “C” Schedule of Work

Estimated Start Date: Joint Bid, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): 240

Estimated Completion Date: April 14, 2025

Initial Date
TxDOT

Initial Date
Utility

Attachment “D” Statement Covering Contract Work

(ROW-U-48)
(ROW-U-48-1, if applicable)

Construction Contract:

- ☐ Utility performing with their own forces (timesheets will be required at the time of billing).
- ☒ Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

Engineering Contract:

- ☐ Utility performing with their own forces (timesheets will be required at the time of billing).
- ☒ Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).
- ☐ TxDOT will procure utility consultant.

Initial Date
TxDOT

Initial Date
Utility



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

Form ROW-U-48
(Rev. 10/20)
Page 1 of 1

U-Number: _____ Utility ID: 00003328
ROW CSJ Number: 0255-07-142 District: Pharr
County: Hidalgo Highway No.: US 281
Federal Project No.: NH (2020)728

I, Myra L. Ayala _____, a duly authorized and qualified representative of
City of Edinburg _____, hereinafter referred to as **Owner**, am fully cognizant of the
facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the
estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped
to perform the necessary work on this project with its own forces to the extent as indicated on the estimate.

Procedure to be Used in Contracting Work

- ☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest
qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be
performed. Associated bid tabulations will be provided to the **State**.
- ☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified
contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity
with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to
the **State**. Such presently known contractors are listed below:
1. _____
- ☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed
for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made
available to the **State** for review at a location mutually acceptable to the **Owner** and the **State**. If only part of the
contract work is to be done under an existing contract, give detailed information by attachment hereto.
- ☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal
is attached to the estimate in order to obtain the concurrence of the **State**, and the Federal Highway Administration
Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as
approval of such proposal).
- ☒ E. The utility plans and specifications, with the consent of the **State**, will be included in the construction contract
awarded by the **State**. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include
the plans and specifications for this work in the general contract for construction of Highway US 281 _____
in this area, so that the work can be coordinated with the other construction operations; and the construction
contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the
requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the
terms of which are incorporated herein by reference.

Signature

City Manager

Title

Date

**Statement Covering Utility Construction Contract Work – In the State’s
Highway Construction Contract
(As Referenced in Form ROW-U-48, Option E)**

Work Responsibilities

- A. The **Utility** shall provide the following services under this contract:
- i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for relocations and adjustments along US 281.
 - ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation’s Pharr Area Office.
 - iii. Secure all necessary permitting as may be required for the installation of the City of Edinburg water line.
 - iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed waterline during construction, and the relocation of waterline and connection of services to customers.
 - v. Advise the State of work that Utility determines should be corrected or rejected.
 - vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
 - vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
 - viii. Assume all responsibility for the maintenance of the existing waterline during and upon completion of the construction contract.
 - ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
 - x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
 - xi. Coordinate all construction activities performed by Utility’s staff for the relocations and adjustments through the Project Engineer.

B. The State shall provide the following services under this contract:

- i. Combine the waterline relocation and adjustment plans with the plans being prepared for the Project.
- ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
- iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
- iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
- v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.
- vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
- vii. Make timely payment to the contractor for work performed in connection with the Project.
- viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
- ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- x. Maintain job file.

Attachment "A"

PROPOSED SCOPE OF SERVICES For

Project #2021-005 – US Highway North 281 Water Distribution
System Improvements
for
City of Edinburg

May 27, 2021

INTRODUCTION

The purpose of this project is to provide professional services to develop construction documents for a potable water system along Highway 281 North from SH 186 to FM 490 in Edinburg, TX. Halff Associates, Inc. (HALFF) will assist the city of Edinburg (COE) with the coordination between agencies, bidding and construction phase services. COE will provide HALFF the topographic survey available as well as Microstation drawings of the existing conditions (including Subsurface Utility Engineering data) to be utilized for design purposes. Plans will be prepared in TxDOT format.

Work Plan

This proposal includes a scope of work to prepare detailed design drawings and specifications for competitive bidding. The project will be developed under the following work product tasks:

- Task 1: Survey for Design
- Task 2: Water Distribution Design
- Task 3: Booster Pump Station Design
- Task 4: Pneumatic Tank Design **(by others)**
- Task 5: Storage Tank Design
- Task 6: Utility Coordination
- Task 7: Bidding **(by others)**
- Task 8: Construction Administration
- Task 9: Construction Staking **(by others)**
- Task 10: Record Drawings

The scope of services for this proposal has been established using the following assumptions as a basis for its preparation:

- Survey and SUE drawings shall be provided by COE.
- Design will be based on Melden and Hunt's Engineering Report and Model and no additional modeling will be provided by HALFF.
- Supplemental Topographic survey will be provided by HALFF. COE shall provide background drawings of proposed roadway alignment with existing conditions. Drawings shall be provided in Microstation format.
- Plans shall be developed by HALFF in TxDOT format.
- Geotechnical services for construction materials testing shall be provided by COE.
- COE to acquire all necessary right-of-way's or easements needed to install proposed improvements.
- No platting, boundary survey, or easements will be required for this project.
- All permitting, review, inspection, and submission fees shall be paid by COE.
- COE will be the operator of the system.
- COE will be responsible for advertising the project and potential bidders will download plans thru COE portal.
- COE shall provide all approvals and no TCEQ submittal will be required.

ENGINEER'S RESPONSIBILITIES

BASIC SERVICES

TASK 1: SURVEY FOR DESIGN

- 1.1 This task includes providing supplemental topographic survey as needed to establish control for the project. HALFF will utilize existing information provided by the COE to develop locations for proposed additional topo.
- 1.2 HALFF will locate ROW corners to establish the proposed property lines. ROW will be developed based on boundary resolution of the located property corners.

TASK 2: CIVIL DESIGN FOR WATER TRANSMISSION

- 2.1 HALFF will utilize the existing model and report prepared by Melden and Hunt, Inc. for all design purposes. No additional modeling of system, sizing of pumps, sizing of storage tank, and sizing of pneumatic tank shall be provided.
- 2.2 HALFF will prepare a demolition and sequence plan to take the existing system out of service and to switchover to the new system. This will include a demolition plan for existing structures, as necessary. A geotechnical report will be provided by COE to determine trenching and bedding conditions and recommendations.
- 2.3 The water plan will show design and layout of pipe systems required for public domestic waterlines. We will identify valve locations, services, and related

appurtenances needed to properly operate a public domestic system. From the provided model and report we will provide sizing for lines to be used.

- 2.4 Coordinate geometry and layout dimensions will be provided to allow construction of these facilities.
- 2.5 SWP3 shall be provided by others.

Task 6: UTILITY COORDINATION

- 6.1 HALFF will coordinate with all franchise and city owned utilities to establish the proper location for the proposed water distribution system. This includes meetings with all agencies required to allow for construction.
- 6.2 HALFF will coordinate with TxDOT and roadway design consultant to allow for the construction to be seamless throughout.

SPECIAL SERVICES

Task 7: BIDDING

- 7.1 To be provided by others.

Task 8: CONSTRUCTION ADMINISTRATION

- 8.1 This task includes review of contractor's submittals for civil-related improvements, review and response to contractor's requests for information (RFI's) for civil-related improvements. Review of contractor's payment applications for civil-related improvements shall be handled by COE.
- 8.2 Conducting periodic site visits (4 max) during construction. Site visits shall encompass a drive by visual inspection of construction activities. Additional site visits, after the 4th visit, are not included in this scope of work, but can be provided as additional services if requested.
- 8.3 HALFF will prepare one (1) punch list at substantial completion.
- 8.4 Conduct one (1) final walk through for the project to verify items listed on the substantial completion list have been remedied. Additional punch lists or final walk throughs after the first punch list and first final walk through are not included in this scope of work but can be provided as additional services if requested.
- 8.5 This task does not include attending full time construction observation or construction staking.

Task 9: CONSTRUCTION STAKING

- 9.1 To be provided by others.

Task 10: RECORD DRAWINGS

- 10.1 HALFF will prepare record drawings in CAD format of improvements from the general contractor's construction plan redline markups. No additional field surveying will be provided for this task. Record drawings will only include improvements designed by HALFF and are not sealed.

PHASE I FEE SCHEDULE

PROJECT TASK		PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT ENGINEER	CAD TECHNICIAN	SURVEYOR	SURVEY TECHNICIAN	SURVEY CREW	SUPERVISORY LANDSCAPE ARCHITECT	SENIOR LANDSCAPE ARCHITECT	PROFESSIONAL LANDSCAPE ARCHITECT	QUALITY MANAGER	CLERICAL	SUBS	EXPENSES	TOTAL	TASK TOTAL
March 22, 2023																				
Labor Rate		\$343.00	\$225.00	\$180.00	\$150.00	\$130.00	\$112.00	\$100.00	\$169.00	\$135.00	\$250.00	\$360.00	\$132.00	\$105.00	\$270.00	\$64.00				
Task 1	SURVEY	2	3	0	0	0	0	0	10	24	50	0	0	0	0	0	0	\$ -	\$ 18,791.00	\$ 18,791.00
	Supplemental Topographic Survey	1	2	0	0	0	0	0	4	16	36	0	0	0	0	0			\$ 12,629.00	
	Boundary locate	1	1	0	0	0	0	0	6	8	14	0	0	0	0	0			\$ 6,162.00	
Task 2	CIVIL DESIGN FOR WATER DISTRIBUTION	8	16	34	50	90	110	214	0	0	0	0	0	0	16	11	0	\$ -	\$ 70,408.00	\$ 70,408.00
	Civil Engineering Design	8	16	34	50	90	110	214	0	0	0	0	0	0	16	11			\$ 70,408.00	
Task 6	UTILITY COORDINATION	2	4	5	6	12	30	58	0	0	0	0	0	0	0	8	0	\$ -	\$ 14,618.00	\$ 14,618.00
	Coordination with Utility Companies	2	4	5	6	12	30	58	0	0	0	0	0	0	0	8			\$ 14,618.00	
																			\$ -	
																			\$ -	
Task 8	CONSTRUCTION ADMINISTRATION	0	0	0	53	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 7,950.00	\$ 7,950.00
	Const. Admin.	0	0	0	53	0	0	0	0	0	0	0	0	0	0	0			\$ 7,950.00	
																			\$ -	
																			\$ -	
Task 10	RECORD DRAWINGS	0	0	0	4	8	12	26	0	0	0	0	0	0	0	0	0	\$ -	\$ 5,584.00	\$ 5,584.00
	As-Built Record Drawings	0	0	0	4	8	12	26	0	0	0	0	0	0	0	0			\$ 5,584.00	
																			\$ -	
REIM	REIMBURSEMENT																	\$ 500.00	\$ -	\$
	Expenses																	\$ 10,000.00		
TOTAL Labor Summary		18.0	35.0	63.0	145.0	152.0	252.0	517.0	10.0	24.0	50.0	0.0	0.0	0.0	24.0	35.0	0.0	\$ 500.00	\$ 172,973.00	\$ 117,351.00

Phase 2

Attachment "A"

PROPOSED SCOPE OF SERVICES For

**Project #2021-005 – US Highway North 281 Water Distribution
System Improvements - Phase II
for
City of Edinburg**

September 15, 2021

INTRODUCTION

The purpose of this project is to provide professional services to develop construction documents for the preservation of the existing potable water system infrastructure along Highway 281 North from SH 186 to FM 490 in Edinburg, TX. Halff Associates, Inc. (HALFF) will assist the city of Edinburg (COE) with the coordination between agencies, bidding and construction phase services. COE will provide HALFF the topographic survey available as well as Microstation drawings of the existing conditions (including Subsurface Utility Engineering data) to be utilized for design purposes. Plans will be prepared in COE - Utility Department format.

Work Plan

This proposal includes a scope of work to prepare detailed design drawings and specifications for competitive bidding. The project will be developed under the following work product tasks:

- Task 1: Survey for Design
- Task 2: Civil Design for Water Transmission
- Task 3: Utility Coordination
- Task 4: Bidding
- Task 5: Construction Administration
- Task 6: Construction Staking **(by others)**
- Task 7: Record Drawings
- Task 8: COE Plan Conversion

The scope of services for this proposal has been established using the following assumptions as a basis for its preparation:

- Survey and SUE drawings shall be provided by COE.
- Design will be based on Melden and Hunt's revised Engineering Report and Model and no additional modeling will be provided by HALFF.
- Supplemental Topographic survey will be provided by HALFF. COE shall provide background drawings of proposed roadway alignment with existing conditions. Drawings shall be provided in Microstation format.
- Plans shall be developed by HALFF in COE - Utility Department format.
- Geotechnical services for construction materials testing shall be provided by COE.
- COE to acquire all necessary right-of-way's or easements needed to install proposed improvements.
- No platting, boundary survey, or easements will be required for this project.
- All permitting, review, inspection, and submission fees shall be paid by COE.
- COE will be the operator of the system.
- COE will be responsible for advertising the project and potential bidders will download plans thru COE portal.
- COE shall provide all approvals and no TCEQ submittal will be required.

ENGINEER'S RESPONSIBILITIES

BASIC SERVICES

TASK 1: SURVEY FOR DESIGN

- 1.1 This task includes providing supplemental topographic survey as needed to establish control for the project. HALFF will utilize existing information provided by the COE to develop locations for proposed additional topo.
- 1.2 HALFF will locate ROW corners to establish the proposed property lines. ROW will be developed based on boundary resolution of the located property corners.

TASK 2: CIVIL DESIGN FOR WATER TRANSMISSION

- 2.1 HALFF will utilize the revised model and report prepared by Melden and Hunt, Inc. for all design purposes. No additional modeling of system, sizing of pumps, and sizing of storage tank shall be provided.
- 2.2 HALFF will prepare a demolition and sequence plan to take the existing system out of service and to switchover to the new system. This will include a demolition plan for existing structures, as necessary. A geotechnical report will be provided by COE to determine trenching and bedding conditions and recommendations.

- 2.3 The water plan will show design and layout of pipe systems required for public domestic waterlines. We will identify valve locations, services, and related appurtenances needed to properly operate a public domestic system. From the provided model and report we will provide sizing for lines to be used.
- 2.4 Coordinate geometry and layout dimensions will be provided to allow construction of these facilities.
- 2.5 SWP3 shall be provided by others.

Task 3: UTILITY COORDINATION

- 3.1 HALFF will coordinate with all franchise and city owned utilities to establish the proper location for the proposed water distribution system. This includes meetings with all agencies required to allow for construction.
- 3.2 HALFF will coordinate with adjacent project's roadway design consultant and TxDOT to allow for the construction to be seamless throughout.

SPECIAL SERVICES

Task 4: BIDDING

- 4.1 Halff shall assist COE during the bid process. This will include attending the pre-bid conference as well as assisting with the issuance of addendums and responses to requests for information/clarification, as required.

Task 5: CONSTRUCTION ADMINISTRATION

- 5.1 This task includes review of contractor's submittals for civil-related improvements, review and response to contractor's requests for information (RFI's) for civil-related improvements. Review of contractor's payment applications for civil-related improvements shall be handled by COE.
- 5.2 Conducting periodic site visits (4 max) during construction. Site visits shall encompass a drive by visual inspection of construction activities. Additional site visits, after the 4th visit, are **not** included in this scope of work, but can be provided as additional services if requested.
- 5.3 HALFF will prepare one (1) punch list at substantial completion.
- 5.4 Conduct one (1) final walk through for the project to verify items listed on the substantial completion list have been remedied. Additional punch lists or final walk throughs after the first punch list and first final walk through are **not** included in this scope of work but can be provided as additional services if requested.
- 5.5 This task does **not** include attending full time construction observation or construction staking.

Task 6: CONSTRUCTION STAKING

6.1 To be provided by others.

Task 7: RECORD DRAWINGS

7.1 HALFF will prepare record drawings in CAD format of improvements from the general contractor's construction plan redline markups. No additional field surveying will be provided for this task. Record drawings will only include improvements designed by HALFF and are not sealed.

Task 8: CITY OF EDINBURG PLAN CONVERSION

8.1 HALFF will convert the drawings from TxDOT format to 100% Construction COE format. The drawings will be delivered through traditional digital delivery mechanisms. No additional field surveying will be provided for this task. Record drawings will only include improvements designed by HALFF and are not sealed.

PHASE 2 FEE SCHEDULE

PROJECT TASK		PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT ENGINEER	CAD TECHNICIAN	SURVEYOR	SURVEY TECHNICIAN	SURVEY CREW	SUPERVISORY LANDSCAPE ARCHITECT	SENIOR LANDSCAPE ARCHITECT	PROFESSIONAL LANDSCAPE ARCHITECT	QUALITY MANAGER	CLERICAL	SUBS	EXPENSES	TOTAL	TASK TOTAL
March 23, 2023																				
Labor Rate		\$343.00	\$225.00	\$180.00	\$150.00	\$130.00	\$112.00	\$100.00	\$169.00	\$135.00	\$250.00	\$360.00	\$132.00	\$105.00	\$270.00	\$64.00				
Task 1	SURVEY	2	2	4	0	0	0	0	4	16	48	0	0	0	0	0	0	\$ -	\$ 16,692.00	\$ 16,692.00
	Supplemental Topographic Survey	1	1	2	0	0	0	0	2	8	32	0	0	0	0	0			\$ 10,346.00	
	Boundary locate	1	1	2	0	0	0	0	2	8	16	0	0	0	0	0			\$ 6,346.00	
Task 2	CIVIL DESIGN FOR WATER DISTRIBUTION	12	24	60	120	160	320	360	0	0	0	0	0	0	24	24	0	\$ -	\$ 138,972.00	\$ 138,972.00
	Civil Engineering Design	12	24	60	120	160	320	360	0	0	0	0	0	0	24	24			\$ 138,972.00	
Task 3	BOOSTER PUMP STATION DESIGN																	\$ -	\$ -	\$ -
	Pump Station Design																		\$ -	
Task 6	UTILITY COORDINATION	2	8	12	16	24	40	80	0	0	0	0	0	0	0	8	0	\$ -	\$ 23,158.00	\$ 23,158.00
	Coordination with Utility Companies	2	8	12	16	24	40	80	0	0	0	0	0	0	0	8			\$ 23,158.00	
Task 4	BIDDING	0	4	8	8	12	16	0	0	0	0	0	0	0	0	40	0	\$ -	\$ 9,452.00	\$ 9,452.00
	Preparation of Bid Documents	0	4	8	8	12	16	0	0	0	0	0	0	0	0	40			\$ 9,452.00	
Task 5	CONSTRUCTION ADMINISTRATION	8	16	24	40	80	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 27,064.00	\$ 27,064.00
	Const. Admin.	8	16	24	40	80	0	0	0	0	0	0	0	0	0	0			\$ 27,064.00	
																			\$ -	
Task 7	RECORD DRAWINGS	0	4	8	8	12	16	40	0	0	0	0	0	0	0	0	0	\$ -	\$ 10,892.00	\$ 10,892.00
	As-Built Record Drawings	0	4	8	8	12	16	40	0	0	0	0	0	0	0	0			\$ 10,892.00	
Task 8	COE CONVERSION	0	4	8	8	12	16	40	0	0	0	0	0	0	0	0	0		\$ 10,892.00	\$ 10,892.00
	As-Built Record Drawings	0	4	8	8	12	16	40	0	0	0	0	0	0	0	0			\$ 10,892.00	
REIM	REIMBURSEMENT																		\$ -	
	Expenses																	\$ 500.00		
TOTAL Labor Summary		24.0	62.0	124.0	200.0	300.0	408.0	520.0	4.0	16.0	48.0	0.0	0.0	0.0	24.0	72.0	0.0	\$ 500.00	\$ 237,122.00	\$ 237,122.00
Total Phase 1&2																			\$354,473.00	

Attachment “E”

Utility Joint Use Agreement – (ROW-U-JUA) and/or Utility Installation Request – (Form 1082)

☐ Utility Joint Use Agreement (ROW–U–JUA)

☒ Utility Installation Review/Permit Number:

PHR20211110154947

Initial Date
TxDOT

Initial Date
Utility

Attachment “F” Eligibility Ratio

Eligibility Ratio established: 19.28 %

- ☒ Non-interstate Highway (Calculations attached)
- ☐ Interstate Highway

ROW Utility Manual Chapter 8, Section 2

In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

Plan Sheet or Page#	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
1	0	0
2	84	22
3	90	385
4	238	96
Totals	412	503

Total Existing # of Poles or LF (Eligible)	412
Total Existing # of Poles or LF (Ineligible)	503
Total Existing # of Poles or LF	915
Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF	45.03%

Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility

Waterline Conflict Matrix					Property of Interest			
	Northbound Location							Eligibility Ratio
Conflit	Size	Begin. STA	End Sta.	Length	Begin Sta	End Sta	Length	
1	8"	18+00	43+00	2,500				
2	8"	69+40	196+80	12,740				
3	8"	207+00	224+00	1,700				
4	8"	227+00	281+00	5,400				
5	8"	284+85	285+15	30				
6	8"	294+15	294+45	30				
7	8"	297+20	303+70	650				
	Subtotal			23,050				
		Southbound Location						
		Begin. STA	End Sta.	Length				
8	6" AC	36+02	85+70	4,968	36+02	85+70	4,968	
9	6" AC	132+00	157+00	2,500	132+00	144+05	1,205	
10	6" AC	181+25	186+58	533	181+25	186+58	533	
11	6" AC	231+32	242+81	1,149	231+32	242+81	1,149	
11A	4" AC	256+25	267+00	1,075				
12	4" AC	284+70	285+30	60				
13	4"	300+20	314+00	1,380				
14	4"	319+00	328+00	900				
14A	4"	328+00	332+00	400				
15	4"	332+00	338+00	600				
16	4"	354+60	360+75	615	354+60	360+75	615	
	Subtotal			14,180				
		Crossings						
17	2"	49+00		181				
18	12"	55+50		212				
19	2"	128+50		200				
20	0.75"	155+50		197				
21		244+60		324				
21A		250+00		317				
22	8"	297+50		324				
23	2"	301+70		300				
24	8"	304+70		300				
25		318+60		309				
26		320+55		306				
27		320+60		304				
28		322+10		311				
29		324+10		310				
30		325+80		310				
31		328+05		320				
32		333+70		310				
33		336+80		313				

34		339+30		312				
35		341+70		313				
36		343+30		311				
37		366+85		310				
38		384+70		309				
	Subtotal			6,703				
Waterline Conflicts in TxDOT I				43,933	Property Interest	8,470	19.28%	

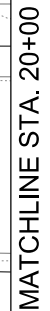
8,470 ft property interest divided by Total in conflict 43,933 ft.
Ratio = 8,470/43,933 = 19.28%

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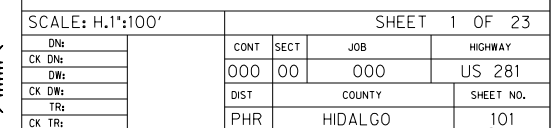
Design

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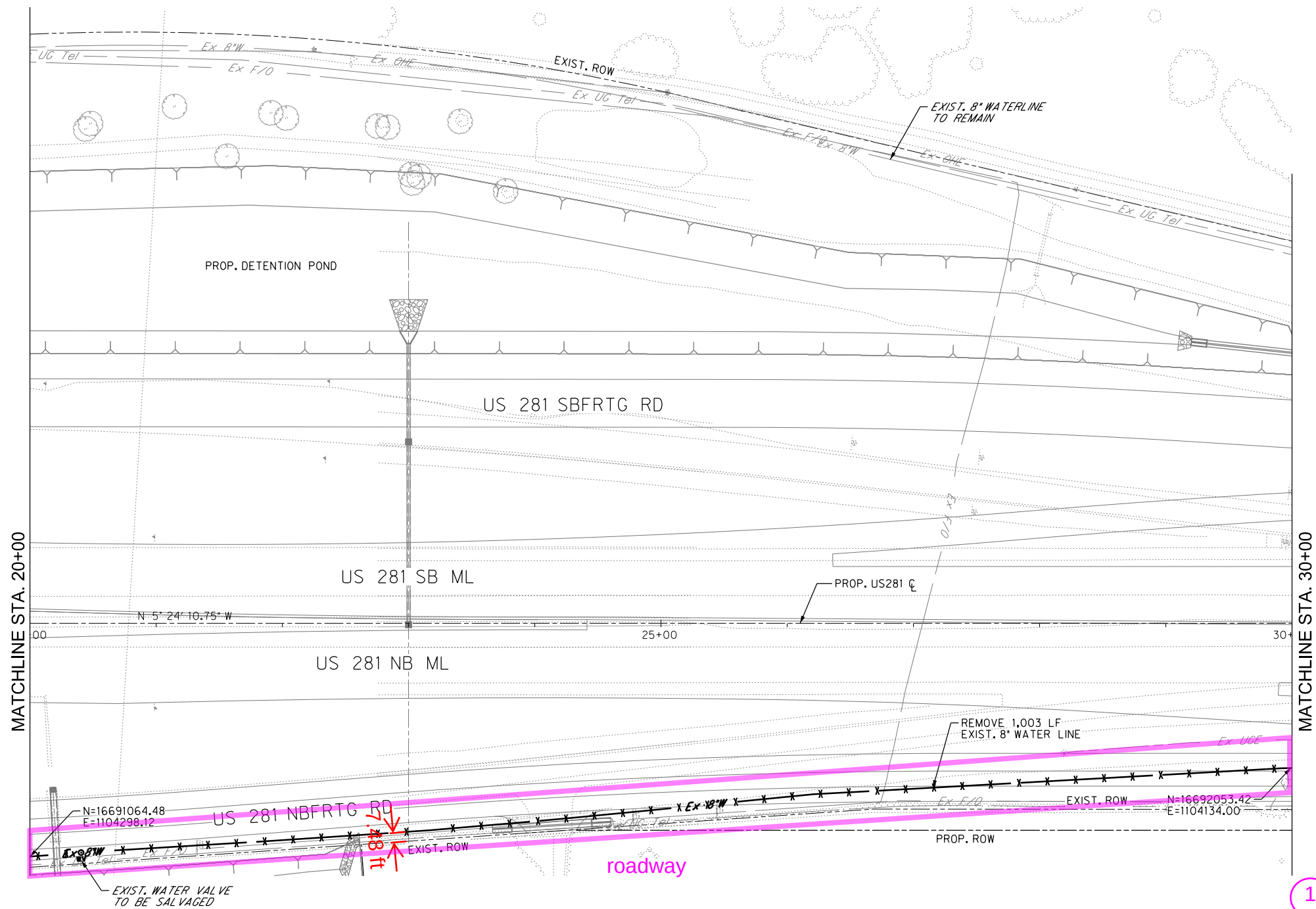
Conflict Location 

Eligibility in Easement 

1
18+00 to 43+00 NB

1

CALL TEXAS 811
BEFORE YOU DIG



Legend

Conflict Location

Eligibility in Easement

LEGEND

EXISTING	PROPOSED	
---	---	R.O.W.
Ex #	W	WATER LINE
○	⊙	VALVE
○	⊗	BLOW OFF VALVE
⊙	⊗	FIRE HYDRANT
⊙	⊗	WATER METER

NOTES:

1. INFORMATION ON EXISTING AND PROPOSED UTILITIES IS APPROXIMATE AND BASED ON BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY LOCATION AND DEPTH OF THESE UNDERGROUND UTILITIES AS REQUIRED, AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.
2. ALL FIRE HYDRANTS AND BLOW OFF VALVES SHALL BE PLACED 1 FOOT FROM ROW.
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CAUTION!!

EXISTING OVERHEAD ELECTRIC LINES

CAUTION!!

EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES

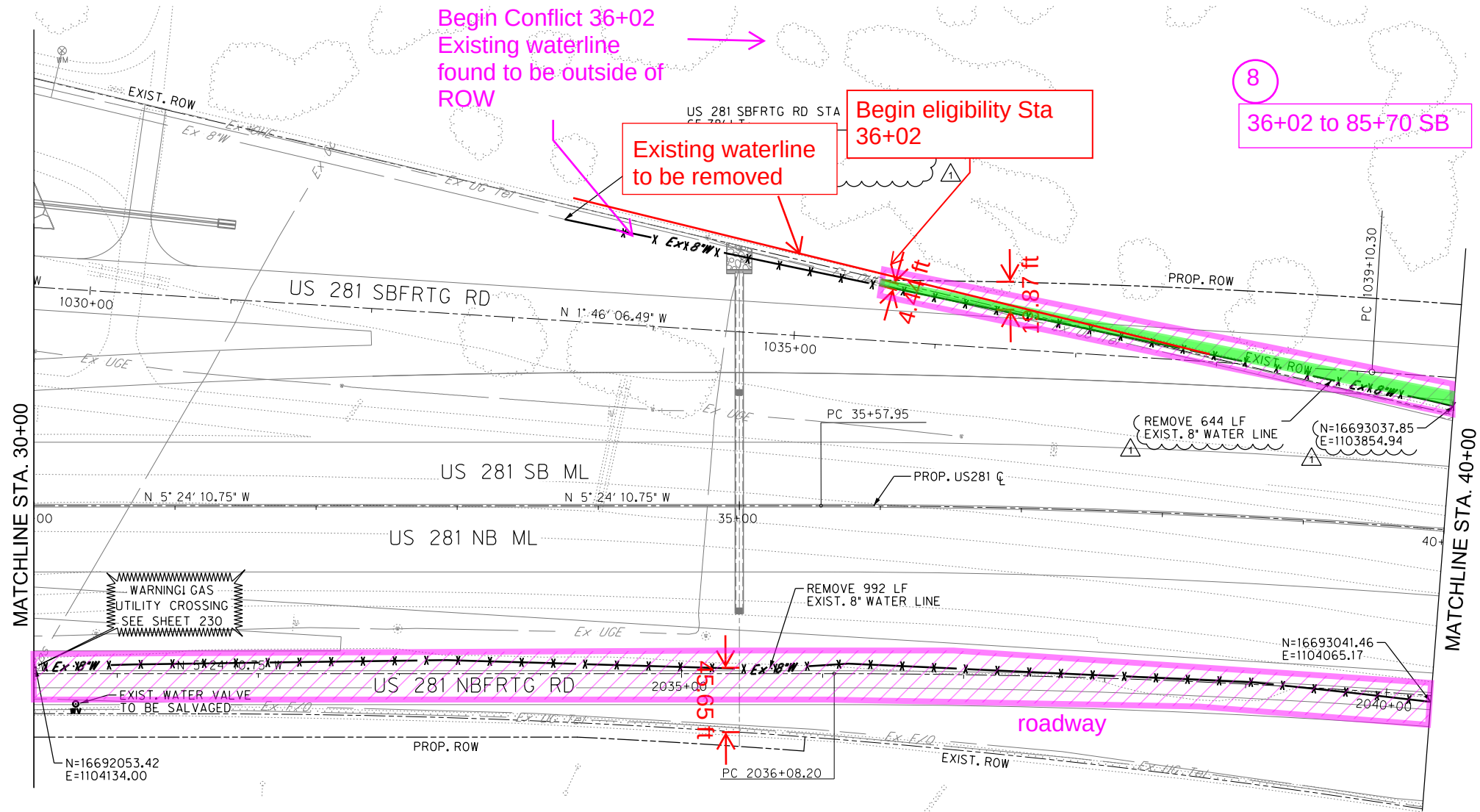
US 281

DEMOLITION PLAN

STA 20+00 TO 30+00

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DN:	DIST	COUNTY		SHEET NO.	
CK DN:	PHR	HIDALGO		102	

CALL TEXAS 811
BEFORE YOU DIG



LEGEND

EXISTING	PROPOSED	R.O.W.
Ex #	W	WATER LINE
WV	⊗	VALVE
FH	⊗	BLOW OFF VALVE
WM	⊗	FIRE HYDRANT
	⊗	WATER METER

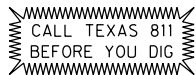
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EXISTING OVERHEAD ELECTRIC LINES
CAUTION!!
EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES

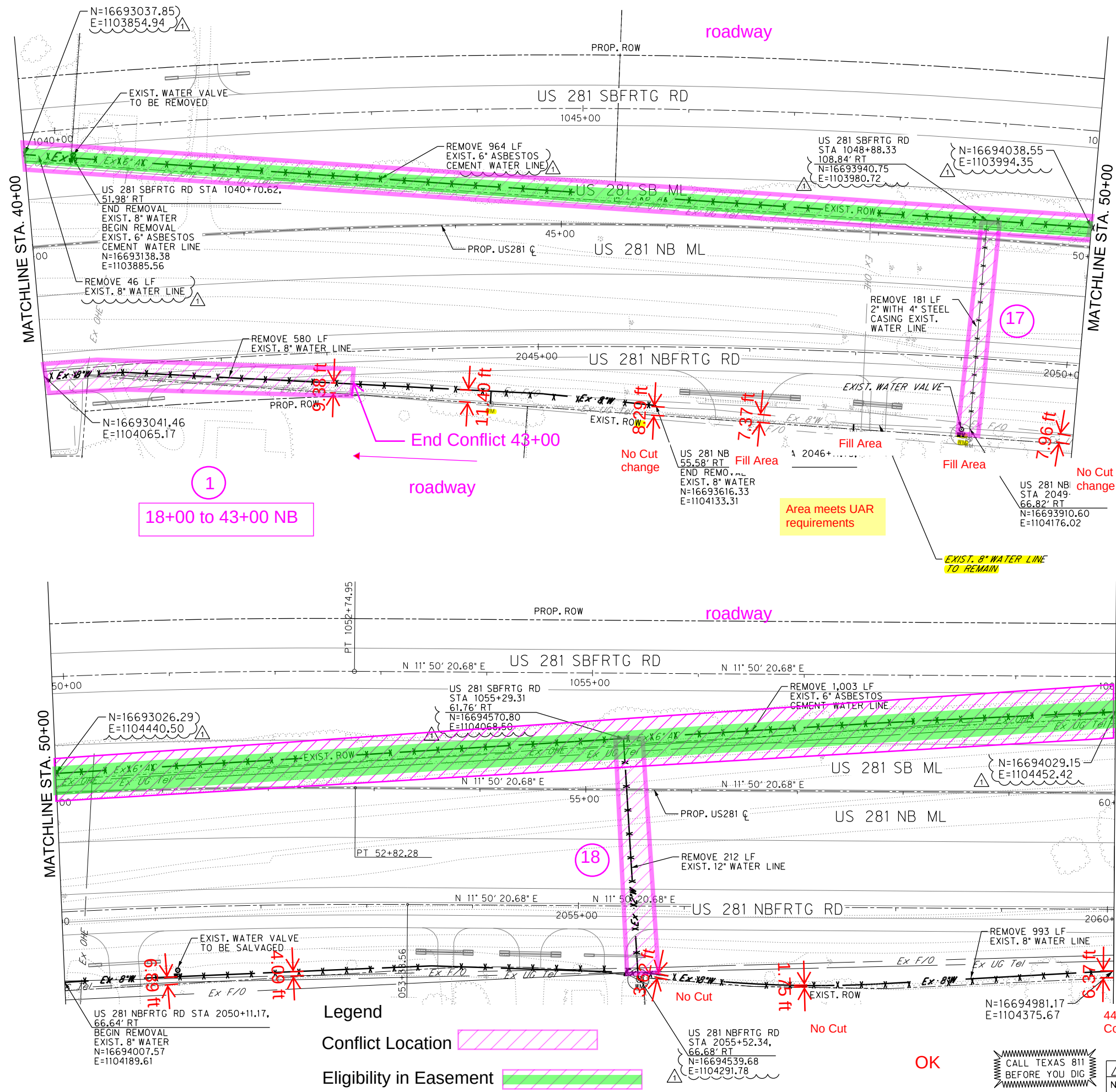


US 281
DEMOLITION PLAN
STA 30+00 TO 40+00

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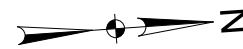


REVISION 1	8-15-22
NO.	EXIST. WLINE REALIGNMENT
DATE	



8

36+02 to 85+70 SB



LEGEND

EXISTING	PROPOSED	R.O.W.
Ex #	W	WATER LINE
WV	⊙	VALVE
⊙	⊗	BLOW OFF VALVE
FH	⊕	FIRE HYDRANT
WM	⊞	WATER METER

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- EXISTING OVERHEAD ELECTRIC LINES
- EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES

8

36+02 to 85+70 SB



THE CITY OF
Edinburg

Texas Department of Transportation

HALFF

5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
DEMOLITION PLAN
STA 40+00 TO 60+00

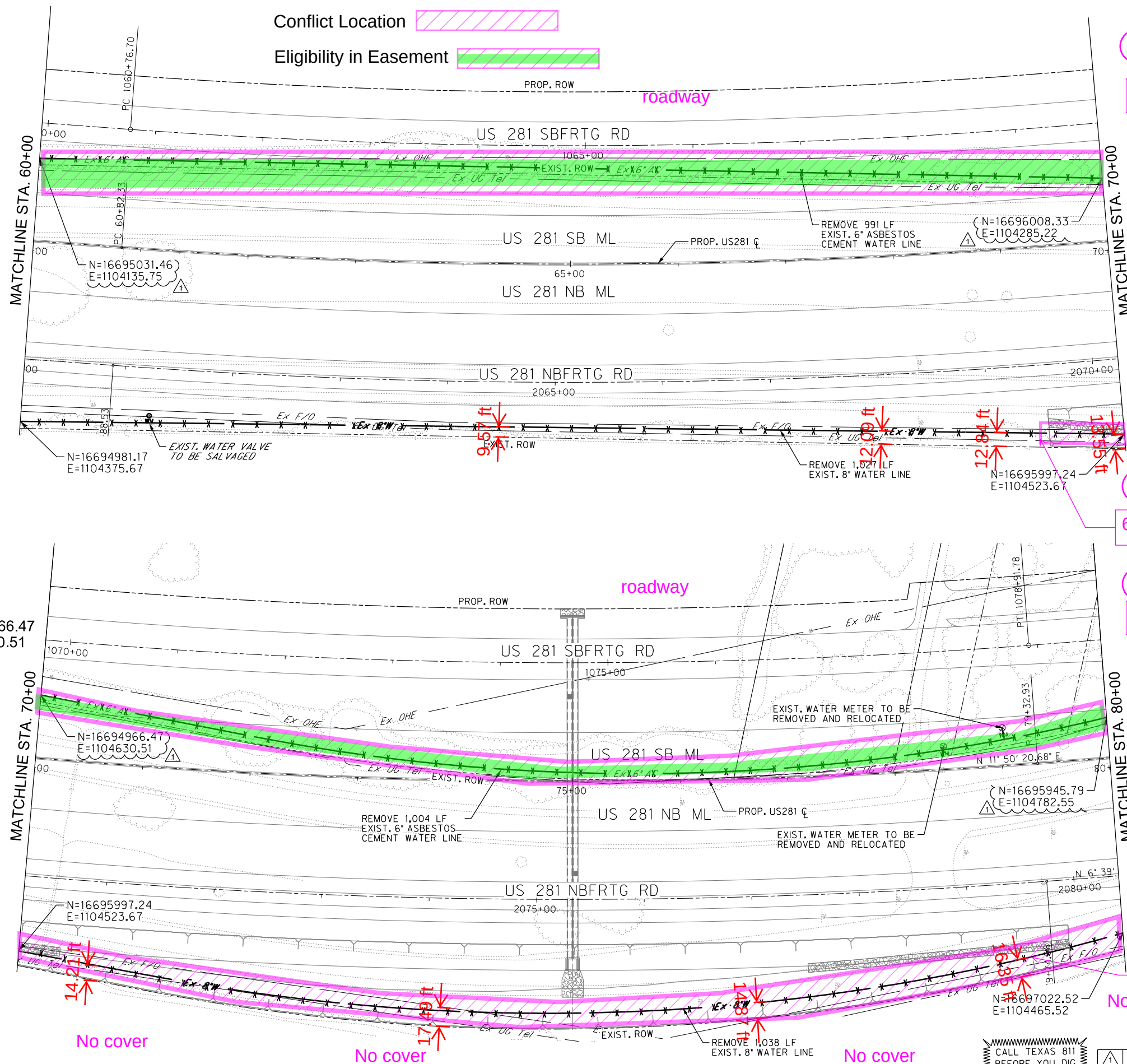
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DN:	DIST		COUNTY
CK DN:	PHR		HIDALGO
TR:	SHEET NO.		\$DP4\$
CK TR:	DATE		8-15-22

NO.	REVISION 1	DATE
	EXIST. WLINE REALIGNMENT	8-15-22

CALL TEXAS 811
BEFORE YOU DIG

OK

Legend

Conflict Location Eligibility in Easement 

8

36+02 to 85+70 SB

2 Begin Conflict

69+40 to 196+80 NB

8

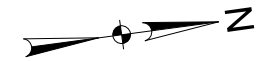
36+02 to 85+70 SB

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E=1104782.55

2

69+40 to 196+80 NB

No cover



LEGEND

EXISTING

PROPOSED

R.O.W.

WATER LINE

VALVE

BLOW OFF VALVE

FIRE HYDRANT

WATER METER

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CAUTION!!
EXISTING OVERHEAD
ELECTRIC LINESCAUTION!!
EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINESTHE CITY OF
Edinburg

Texas Department of Transportation

HALFF
5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312US 281
DEMOLITION PLAN
STA 60+00 TO 80+00

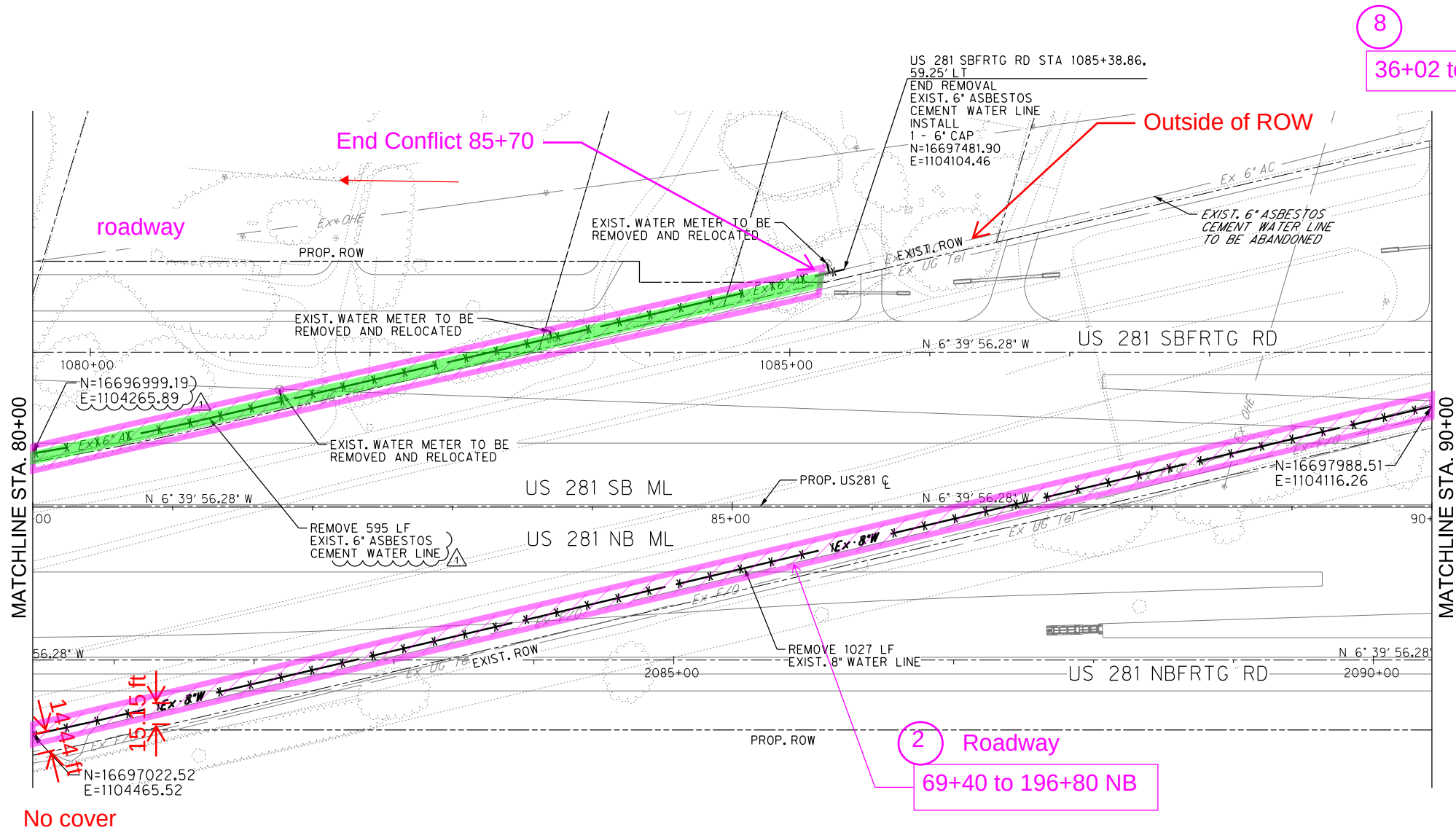
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SHEET 5 OF 23

CONTRACT NO.	SECTION	JOB NO.	HIGHWAY
000	00	000	US 281
DISTRICT	COUNTY	SHEET NO.	
PHR	HIDALGO	\$DP5\$	

NO.	REVISION	DATE
1	EXIST. WLINE REALIGNMENT	8-15-22

CALL TEXAS 811
BEFORE YOU DIG



LEGEND

EXISTING	PROPOSED	R.O.W.
---	---	---
Ex #	W	WATER LINE
○	○	VALVE
WM	⊗	BLOW OFF VALVE
⊕	⊕	FIRE HYDRANT
⊗	⊗	WATER METER

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- CAUTION!!

EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES



US 281
DEMOLITION PLAN
STA 80+00 TO 90+00

SCALE: H.1"=100'		SHEET 6 OF 23				
DN:		CONT	SECT	JOB	HIGHWAY	
CK DN:		000	00	000	US 281	
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TR:						
CK TR:						

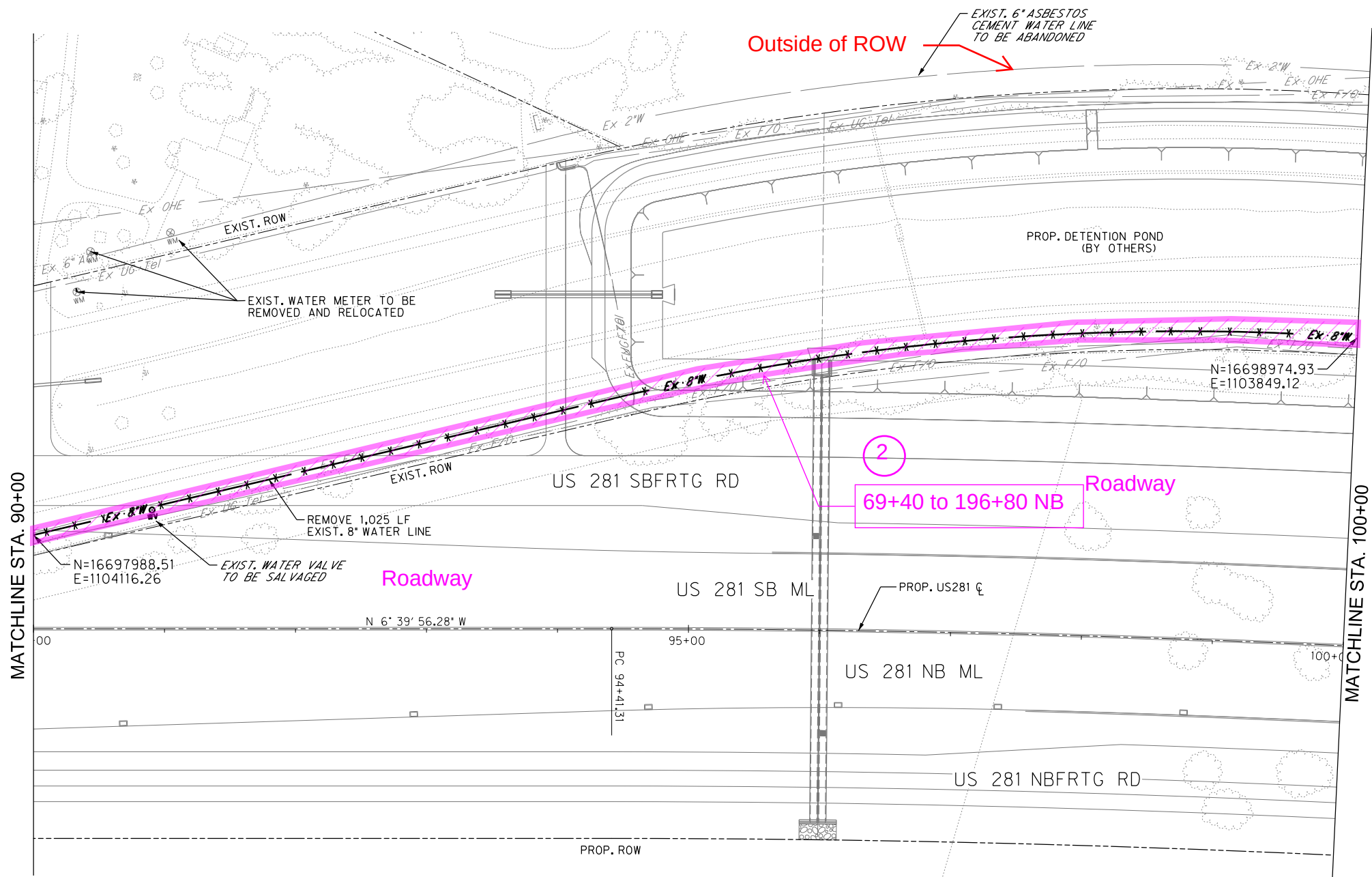
Legend

Conflict Location

Eligibility in Easement

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BEFORE YOU DIG

REVISION 1	8-15-22
NO.	EXIST. WLINE. REALIGNMENT
DATE	



Legend

Conflict Location

Eligibility in Easement



LEGEND

EXISTING	PROPOSED	R.O.W.
Ex #	W	WATER LINE
○ WV	⊗	VALVE
⊕	⊗	BLOW OFF VALVE
⊕ FH	⊕	FIRE HYDRANT
⊗ WM	⊕	WATER METER

NOTES:

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EXISTING OVERHEAD
ELECTRIC LINES

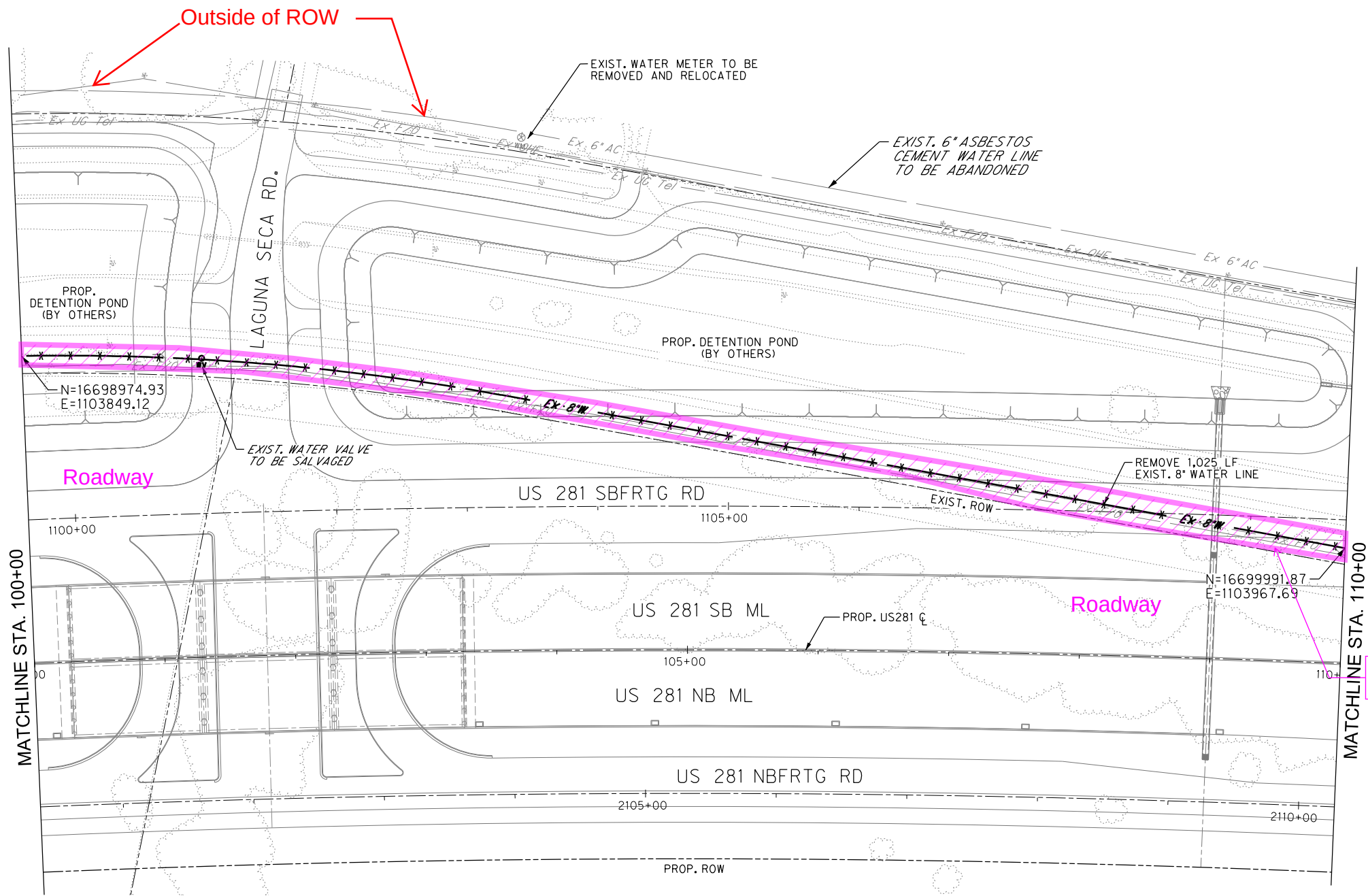
EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES



US 281
DEMOLITION PLAN
STA 90+00 TO 100+00

SCALE: H.1"=100'		SHEET 7 OF 23			
DN:	CONT	SECT	JOB	HIGHWAY	
CK DN:	000	00	000	US 281	
DN:	DIST	COUNTY		SHEET NO.	
CK DN:	PHR	HIDALGO		107	
TR:					
CK TR:					

CALL TEXAS 811
BEFORE YOU DIG



Outside of ROW

EXIST. WATER METER TO BE REMOVED AND RELOCATED

EXIST. 6" ASBESTOS CEMENT WATER LINE TO BE ABANDONED

PROP. DETENTION POND (BY OTHERS)
N=16698974.93
E=1103849.12

PROP. DETENTION POND (BY OTHERS)

Roadway

EXIST. WATER VALVE TO BE SALVAGED

US 281 SB FRTG RD

1105+00

US 281 SB ML

105+00

US 281 NB ML

US 281 NBFRTG RD

2105+00

PROP. ROW

PROP. US281 C

REMOVE 1,025 LF EXIST. 8" WATER LINE

EXIST. ROW

N=16699991.87
E=1103967.69

MATCHLINE STA. 110+00

2

69+40 to 196+80 NB



LEGEND

EXISTING	PROPOSED	R.O.W.
Ex #	W	WATER LINE
WV	⊗	VALVE
⊗	⊗	BLOW OFF VALVE
FH	⊗	FIRE HYDRANT
WM	M	WATER METER

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- CAUTION!!
EXISTING OVERHEAD ELECTRIC LINES
EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES

Legend

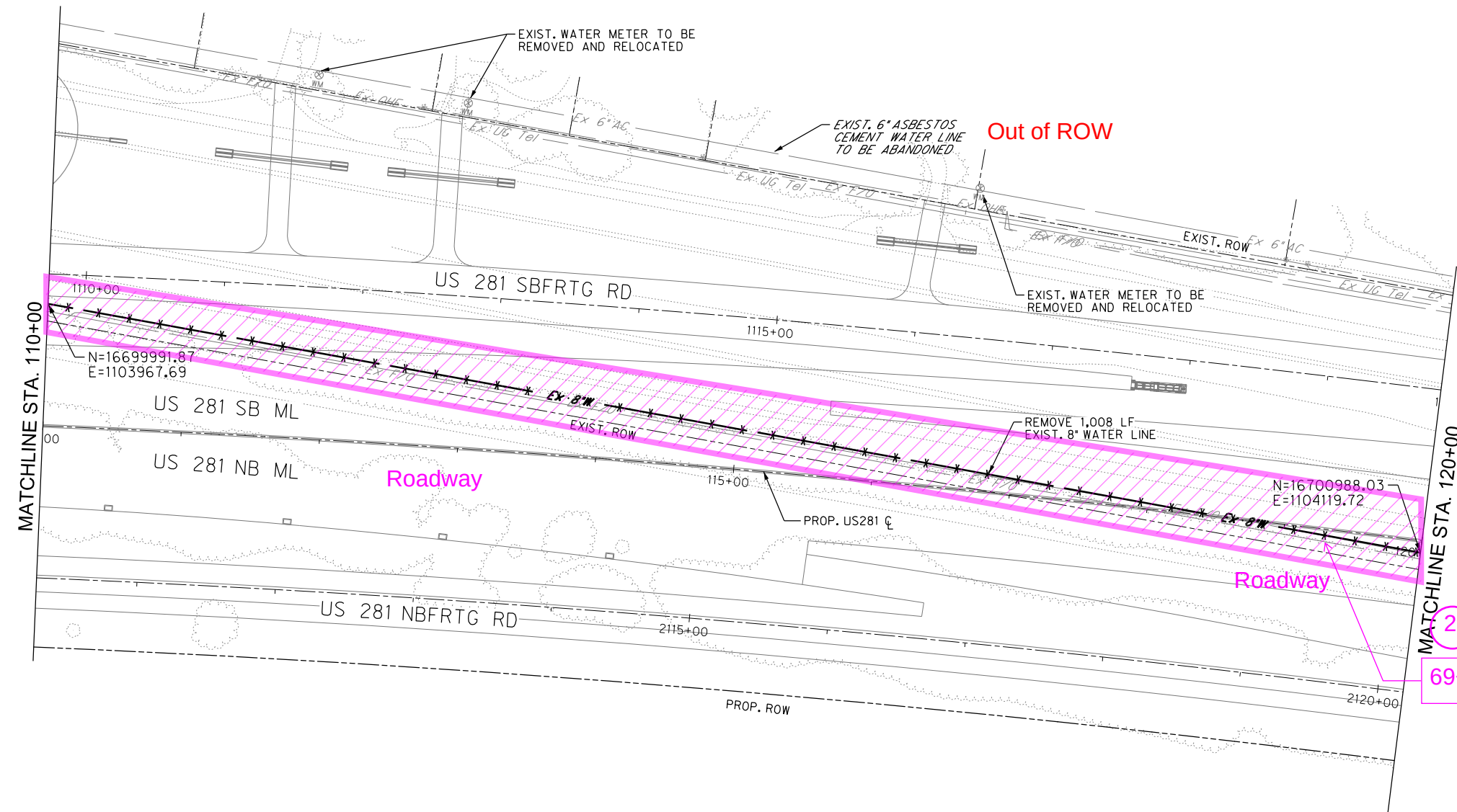
Conflict Location

Eligibility in Easement

US 281
DEMOLITION PLAN
STA 100+00 TO 110+00

SCALE: H.1"=100'		SHEET 8 OF 23	
DN:	CONT	SECT	JOB
CK DN:	000	00	000
DN:	DIST	COUNTY	US 281
CK DN:	PHR	HIDALGO	SHEET NO. 108

CALL TEXAS 811
BEFORE YOU DIG



Legend

Conflict Location 

Eligibility in Easement 



LEGEND

EXISTING

PROPOSED

R.O.W.

— Ex W —



WM

NOTES:

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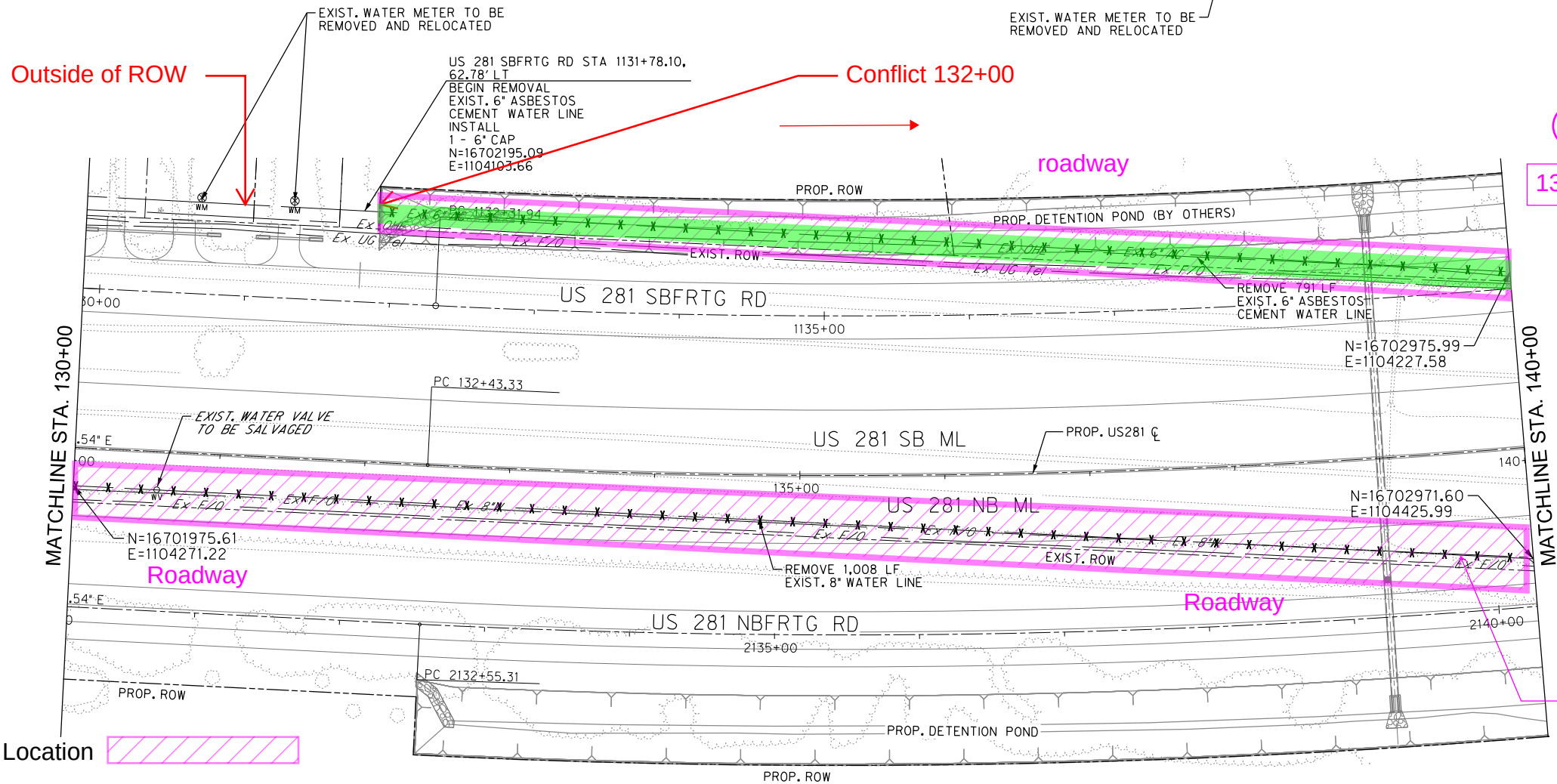
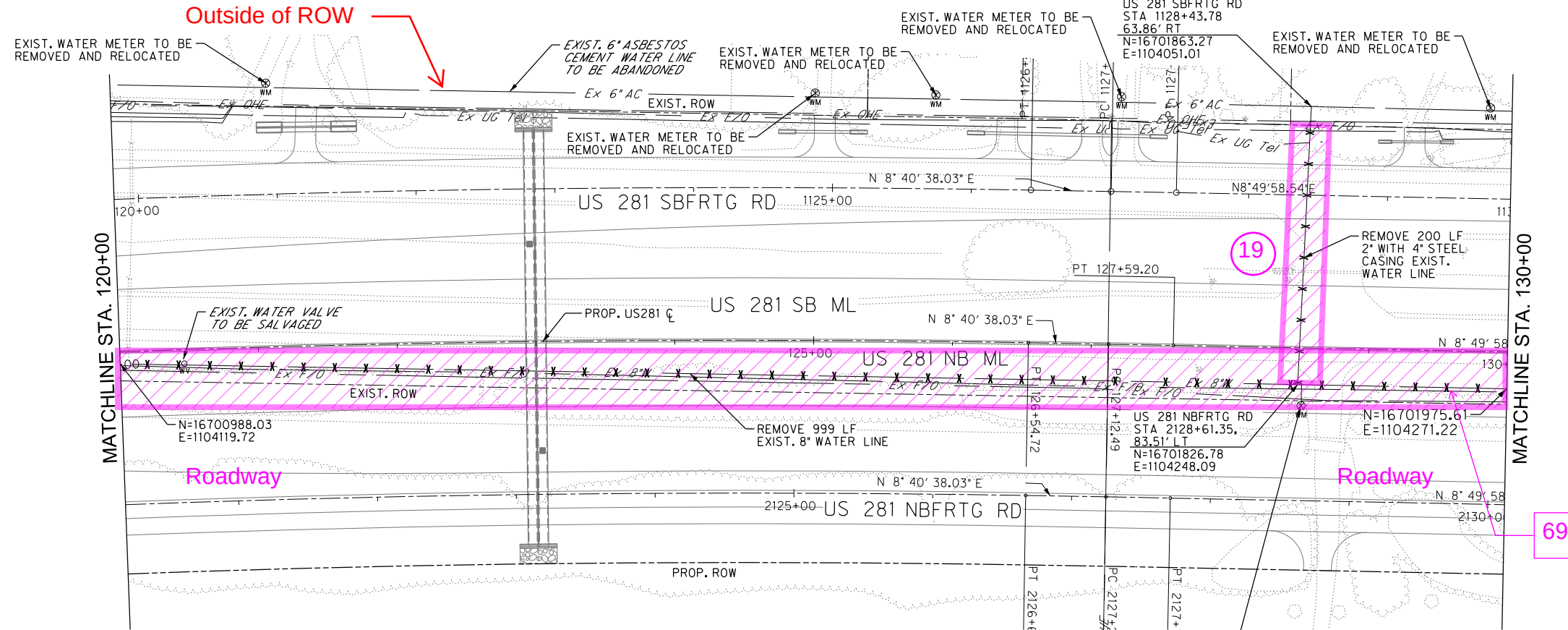
!!CAUTION!!
 EXISTING OVERHEAD
 ELECTRIC LINES

!!CAUTION!!
 EXISTING UNDERGROUND
 GAS, ELEC. & COMM. LINES



US 281
DEMOLITION PLAN
STA 110+00 TO 120+00

SCALE: H.1"=100'		SHEET 9 OF 23			
DN ₁		CONT	SECT	JOB	HIGHWAY
CK DN ₁		000	00	000	US 281
DN ₂		DIST	COUNTY		SHEET NO.
CK DN ₂		PHR	HIDALGO		109
TR ₂					
CK TR ₂					



Legend

Conflict Location

Eligibility in Easement

9
132+20 to 157+00

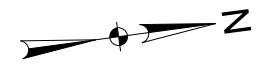
9
132+20 to 144+05 SB

2
69+40 to 196+80 NB

9
132+00 to 157+00 SB

9
132+20 to 144+05 SB

2
69+40 to 196+80 NB



LEGEND

Ex #	W	R.O.W.
		WATER LINE
		VALVE
		BLOW OFF VALVE
		FIRE HYDRANT
		WATER METER

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- CAUTION!!
EXISTING OVERHEAD ELECTRIC LINES
CAUTION!!
EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES



THE CITY OF
Edinburg

Texas Department of Transportation

5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

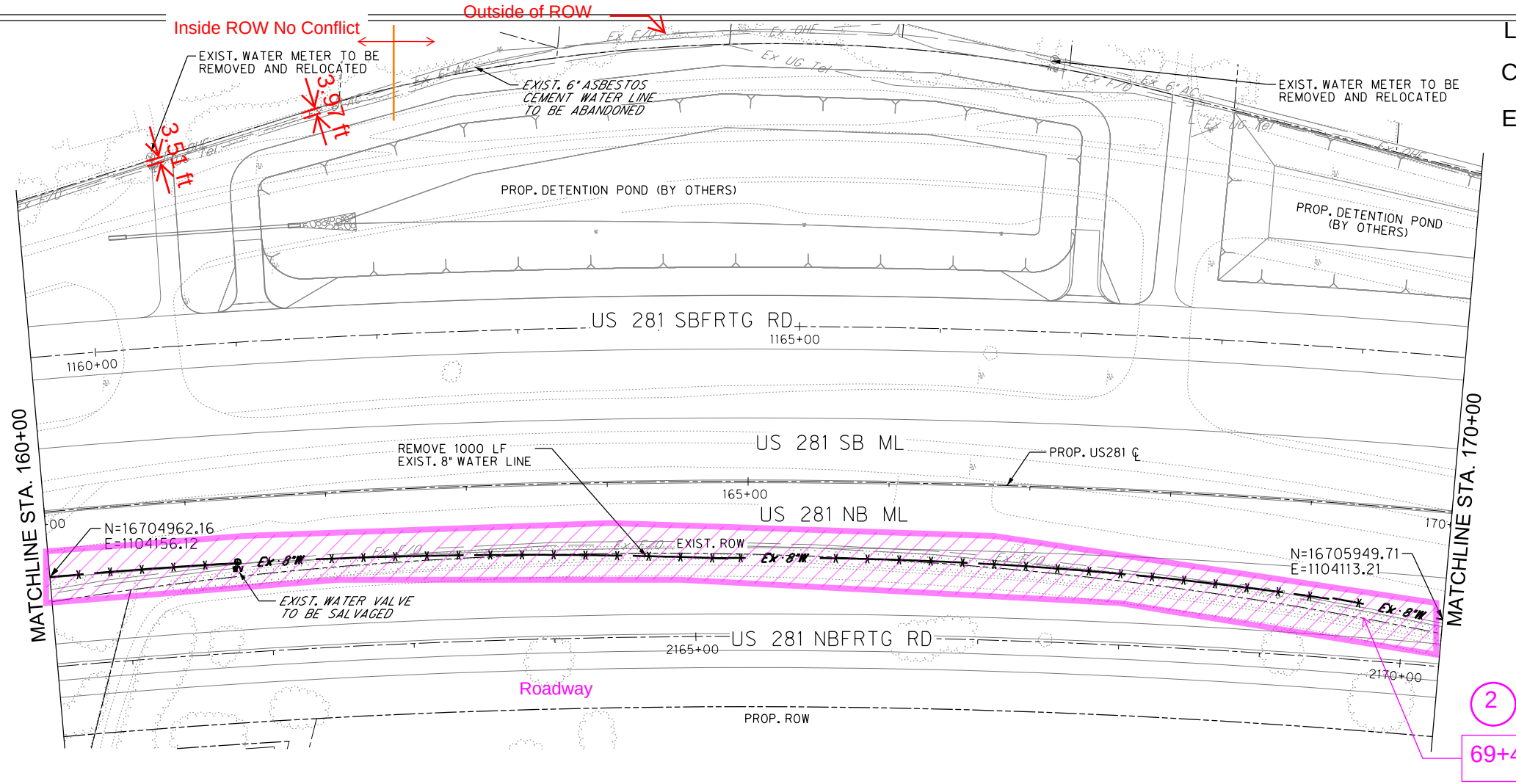
US 281
DEMOLITION PLAN
STA 120+00 TO 140+00

SCALE: H.1"=100'		SHEET 10 OF 23			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DN:					
CK DN:		DIST	COUNTY		SHEET NO.
TR:		PHR	HIDALGO		110
CK TR:					

CALL TEXAS 811
BEFORE YOU DIG



SCALE: H.1"=100'		SHEET 11 OF 23			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DN:					
CK DN:		DIST	COUNTY		SHEET NO.
TR:		PHR	HIDALGO		111
CK TR:					



Legend

Conflict Location

Eligibility in Easement

LEGEND		
EXISTING	PROPOSED	
		R.O.W.
		WATER LINE
		VALVE
		BLOW OFF VALVE
		FIRE HYDRANT
		WATER METER

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CAUTION!!
EXISTING OVERHEAD
ELECTRIC LINES

CAUTION!!
EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES



THE CITY OF
Edinburg

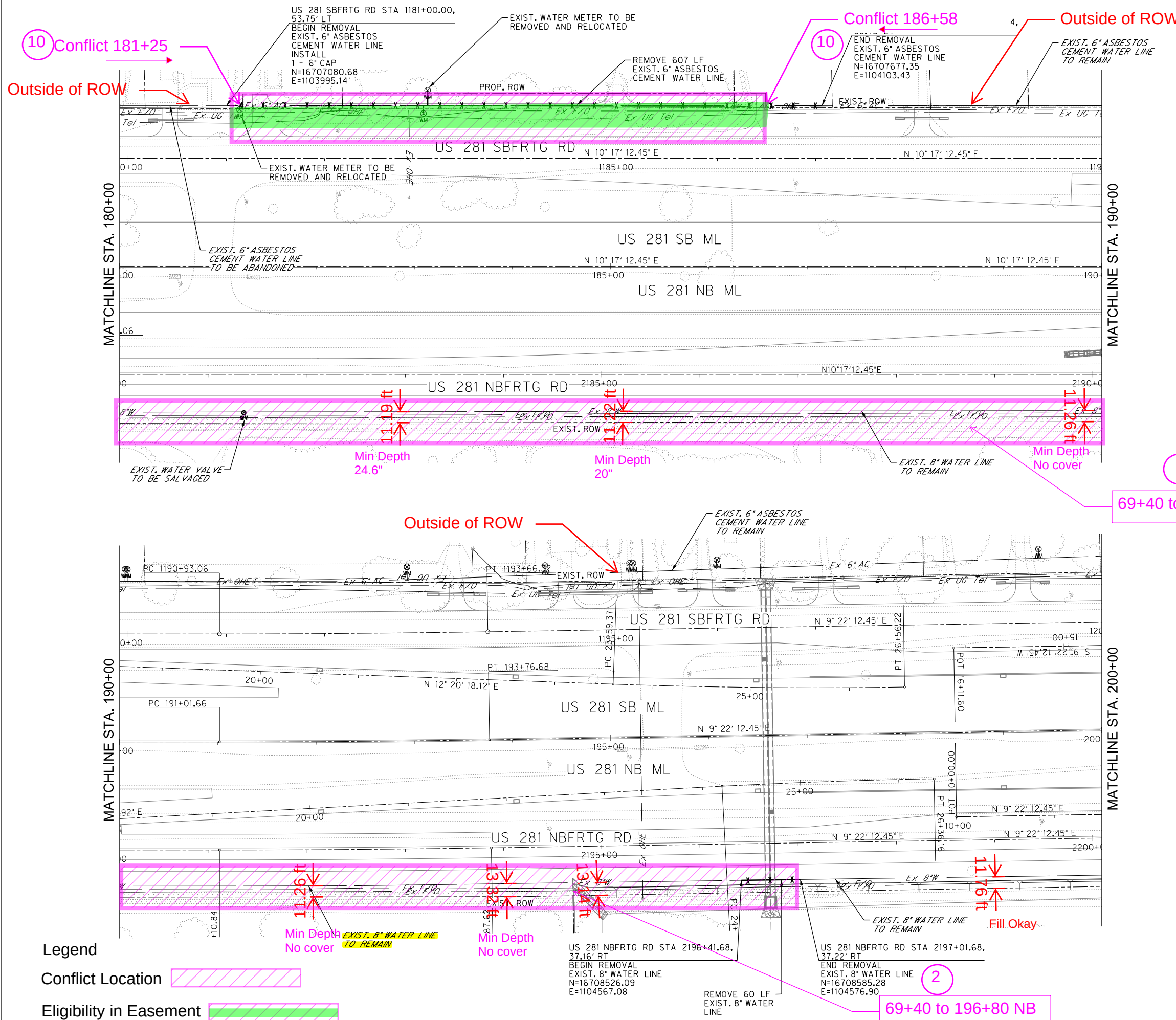
Texas Department of Transportation

5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
DEMOLITION PLAN
STA 160+00 TO 180+00

SCALE: H.1"=100'		SHEET 12 OF 23			
DN:	CON:	SECT:	JOB:	HIGHWAY:	
CK DN:	000	00	000	US 281	
CK DN:	DIST:	COUNTY:		SHEET NO.:	
TR:	PHR	HIDALGO		112	
CK TR:					

CALL TEXAS 811
BEFORE YOU DIG



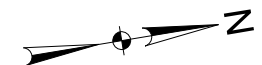
EXISTING		PROPOSED		
				R.O.W.
				WATER LINE
				VALVE
				BLOW OFF VALVE
				FIRE HYDRANT
				WATER METER

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- B**
- CAUTION!!
- EXISTING OVERHEAD
ELECTRIC LINES
- CAUTION!!
- EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES



US 281
DEMOLITION PLAN
STA 180+00 TO 200+00

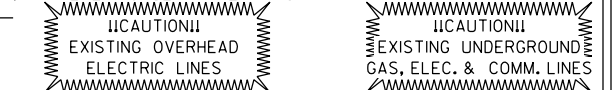
SCALE: H.1"=100'		SHEET 13 OF 23			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DW:					
CK DW:		DIST	COUNTY		SHEET NO.
TR:					
CK TR:		PHR	HIDALGO		113



EXISTING		PROPOSED		
				R.O.W.
				WATER LINE
				VALVE
				BLOW OFF VALVE
				FIRE HYDRANT
				WATER METER

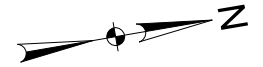
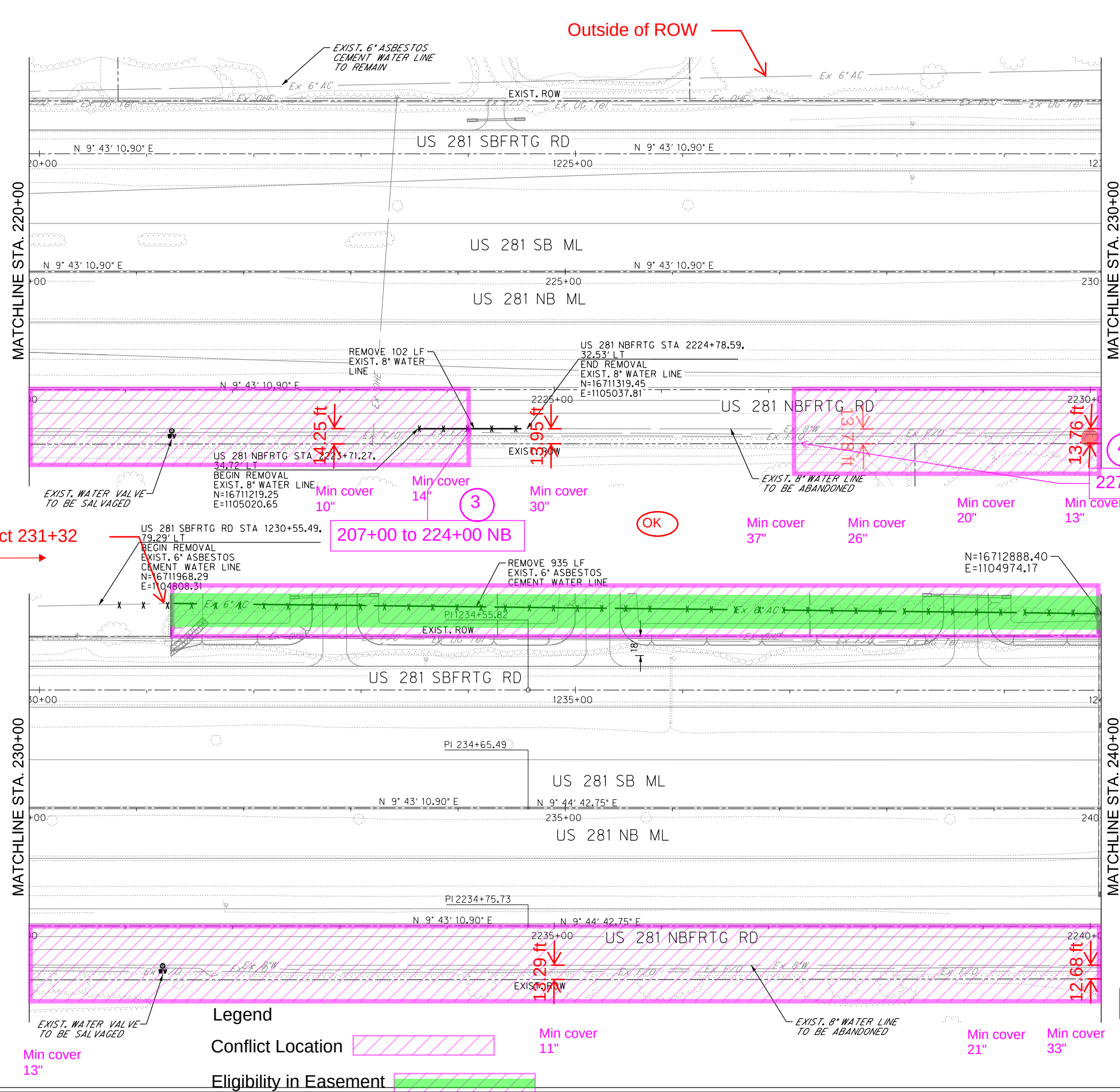
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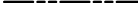
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US 281
DEMOLITION PLAN
STA 200+00 TO 220+00

SCALE: H:1"=100'		SHEET 14 OF 23			
DN ₆		CONT	SECT	JOB	HIGHWAY
CK DN ₆		000	00	000	US 281
DW ₂		DIST			COUNTY
CK DW ₂		PHR			SHEET NO.
TR ₂		HIDALGO			114
CK TR ₂					



EXISTING		PROPOSED		
				R.O.W.
	<i>Ex W</i>		W	WATER LINE
	WV			VALVE
				BLOW OFF VALVE
	FH			FIRE HYDRANT
	WM		M	WATER METER

NOTES:

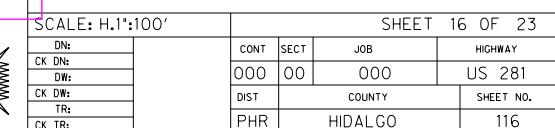
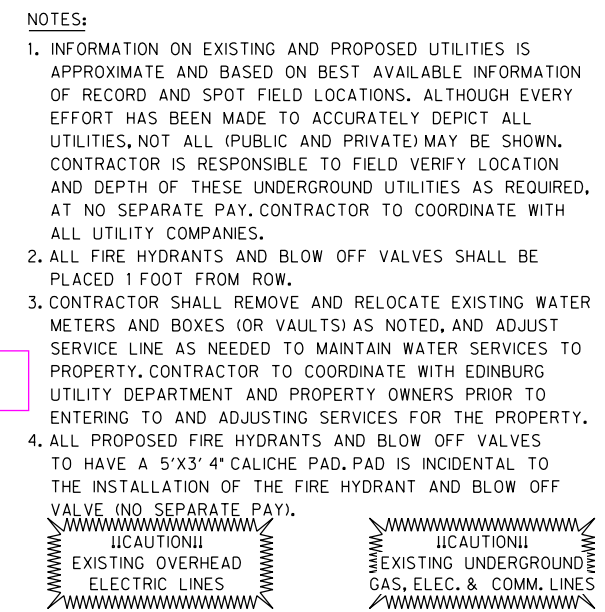
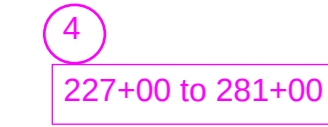
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EXISTING OVERHEAD
ELECTRIC LINES
- CAUTION!!
EXISTING UNDERGROUND
GAS, ELEC. & COMM. LINES

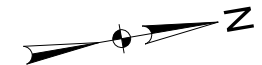


5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
DEMOLITION PLAN
STA 220+00 TO 240+00

SCALE: H.1:100'		SHEET 15 OF 23			
DNz		CONT	SECT	JOB	HIGHWAY
CK DNz		000	00	000	US 281
DWz		DIST			COUNTY
CK DWz		PHR			HIDALGO
TRz					115
CK TRz					





EXISTING		PROPOSED		
				R.O.W.
				WATER LINE
				VALVE
				BLOW OFF VALVE
				FIRE HYDRANT
				WATER METER

NOTES:

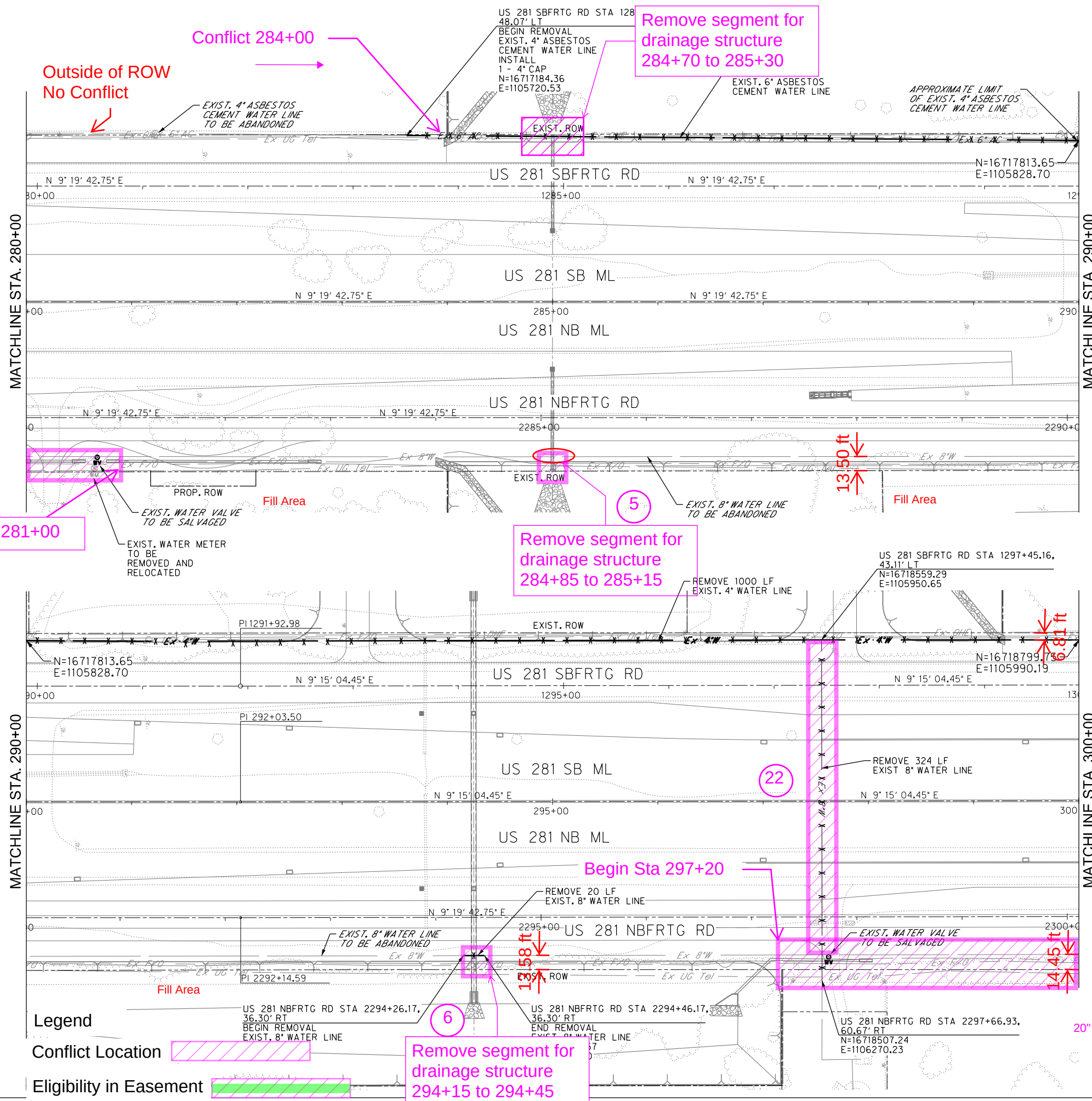
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5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
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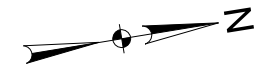
US 281
DEMOLITION PLAN
STA 260+00 TO 280+00

SCALE: H.1'=100'		SHEET 17 OF 23			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DI:					
CK DI:					
TR:		DIST	COUNTY		SHEET NO.
CK TR:		PHR	HIDAI GO		117



12

284+70 to 285+30 SB	Existing inside ROW	Not Eligible	E
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EXISTING		PROPOSED		
---		---		R.O.W.
---	Ex W	---	W	WATER LINE
○	WV	⊗		VALVE
		⊗		BLOW OFF VALVE
⬆	FH	⬆		FIRE HYDRANT
⊗	WM	⊗		WATER METER

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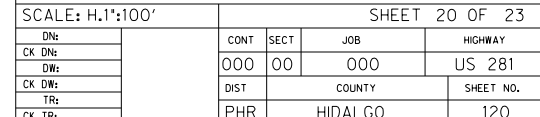


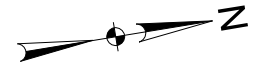
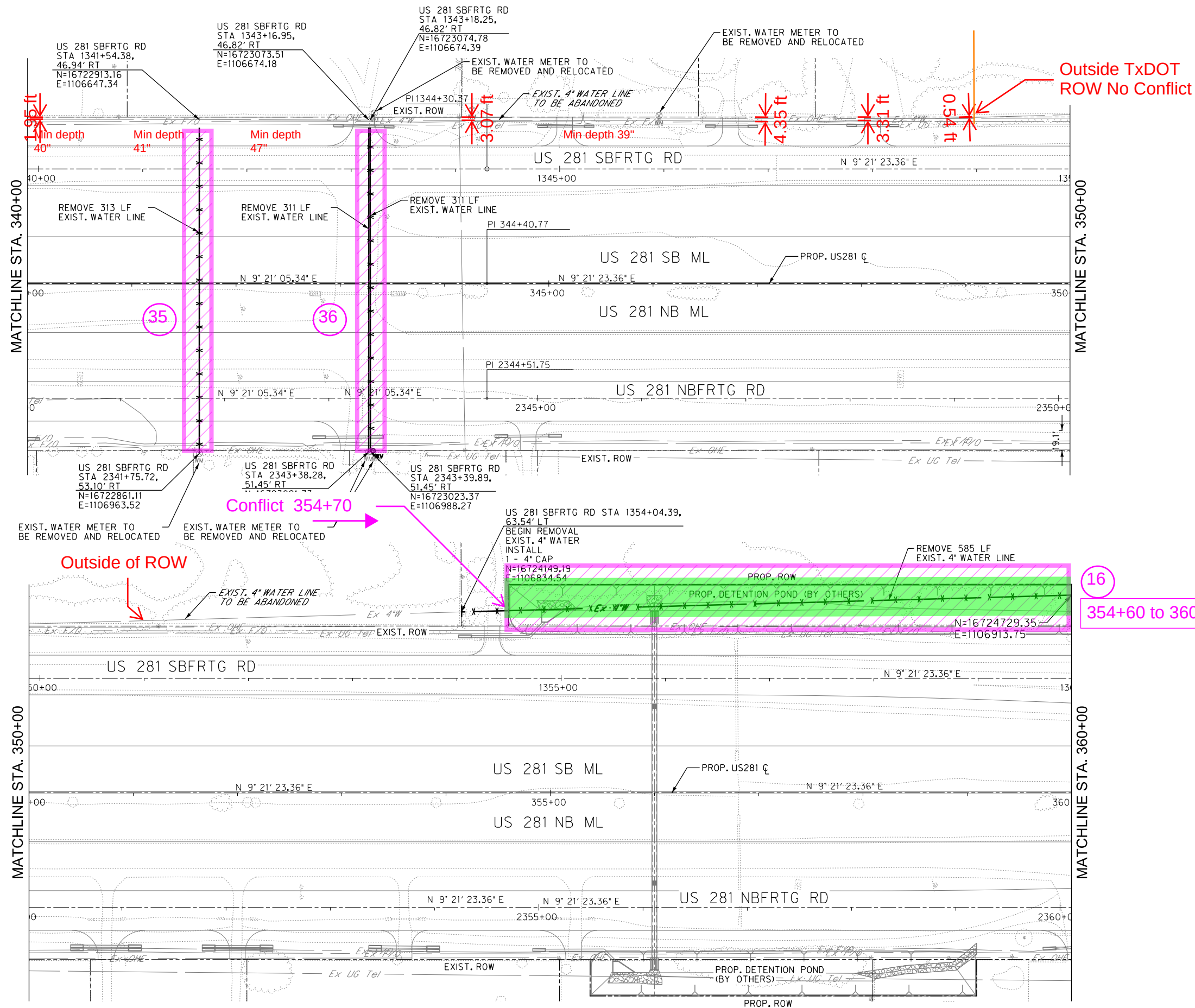
US 281
DEMOLITION PLAN
STA 280+00 TO 300+00

SCALE: H.1"=100'		SHEET 18 OF 23			
	DW	CONT	SECT	JOB	HIGHWAY
	CK DW	000	00	000	US 281
	DW	DIST			COUNTY
	CK DW				SHEET NO.
	TB	PHR			HIDALGO
CK TB				11R	



332+00 to 338+00





LEGEND

EXISTING	PROPOSED	R.O.W.
---	---	---
Ex #	W	WATER LINE
○	○	VALVE
○	○	BLOW OFF VALVE
+	+	FIRE HYDRANT
+	+	WATER METER

NOTES:

1. INFORMATION ON EXISTING AND PROPOSED UTILITIES IS APPROXIMATE AND BASED ON BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY LOCATION AND DEPTH OF THESE UNDERGROUND UTILITIES AS REQUIRED, AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.
 2. ALL FIRE HYDRANTS AND BLOW OFF VALVES SHALL BE PLACED 1 FOOT FROM ROW.
 3. CONTRACTOR SHALL REMOVE AND RELOCATE EXISTING WATER METERS AND BOXES (OR VAULTS) AS NOTED, AND ADJUST SERVICE LINE AS NEEDED TO MAINTAIN WATER SERVICES TO PROPERTY. CONTRACTOR TO COORDINATE WITH EDINBURG UTILITY DEPARTMENT AND PROPERTY OWNERS PRIOR TO ENTERING TO AND ADJUSTING SERVICES FOR THE PROPERTY.
 4. ALL PROPOSED FIRE HYDRANTS AND BLOW OFF VALVES TO HAVE A 5'X3' 4\" CALICHE PAD. PAD IS INCIDENTAL TO THE INSTALLATION OF THE FIRE HYDRANT AND BLOW OFF VALVE (NO SEPARATE PAY).
- EXISTING OVERHEAD ELECTRIC LINES
- EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES



THE CITY OF
Edinburg

Texas Department of Transportation

HALFF
5000 WEST MILITARY, SUITE 100 McALLEN, TEXAS 78503
TEL (956) 664-0286 FAX (956) 664-0282 TBPE FIRM #F-312

US 281
DEMOLITION PLAN
STA 340+00 TO 360+00

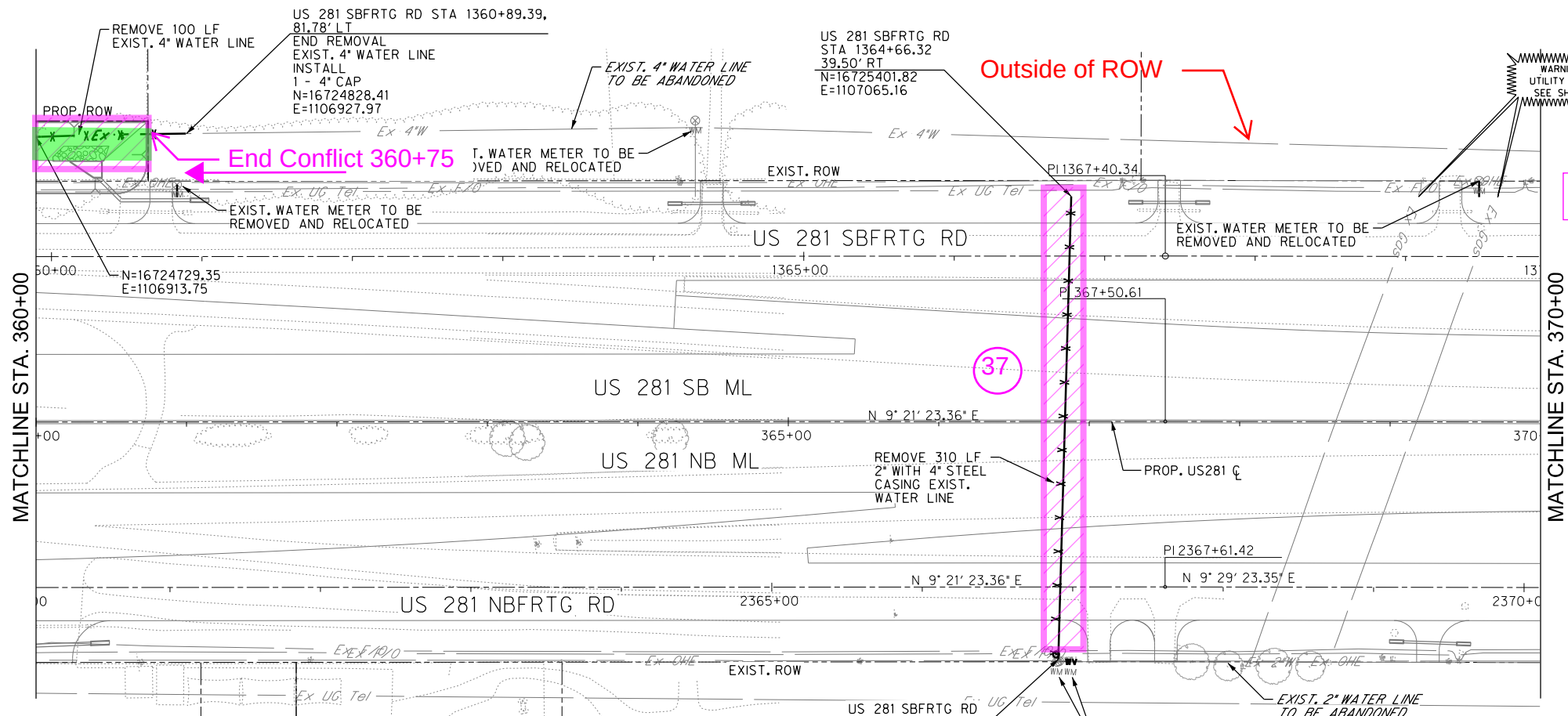
SCALE: H:1"=100'		SHEET 21 OF 23			
DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		000	00	000	US 281
DW:					
CK DW:		DIST	COUNTY		SHEET NO.
TR:		PHR	HIDALGO		121
CK TR:					

CALL TEXAS 811
BEFORE YOU DIG

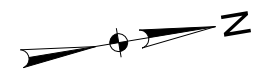
Legend

Conflict Location

Eligibility in Easement

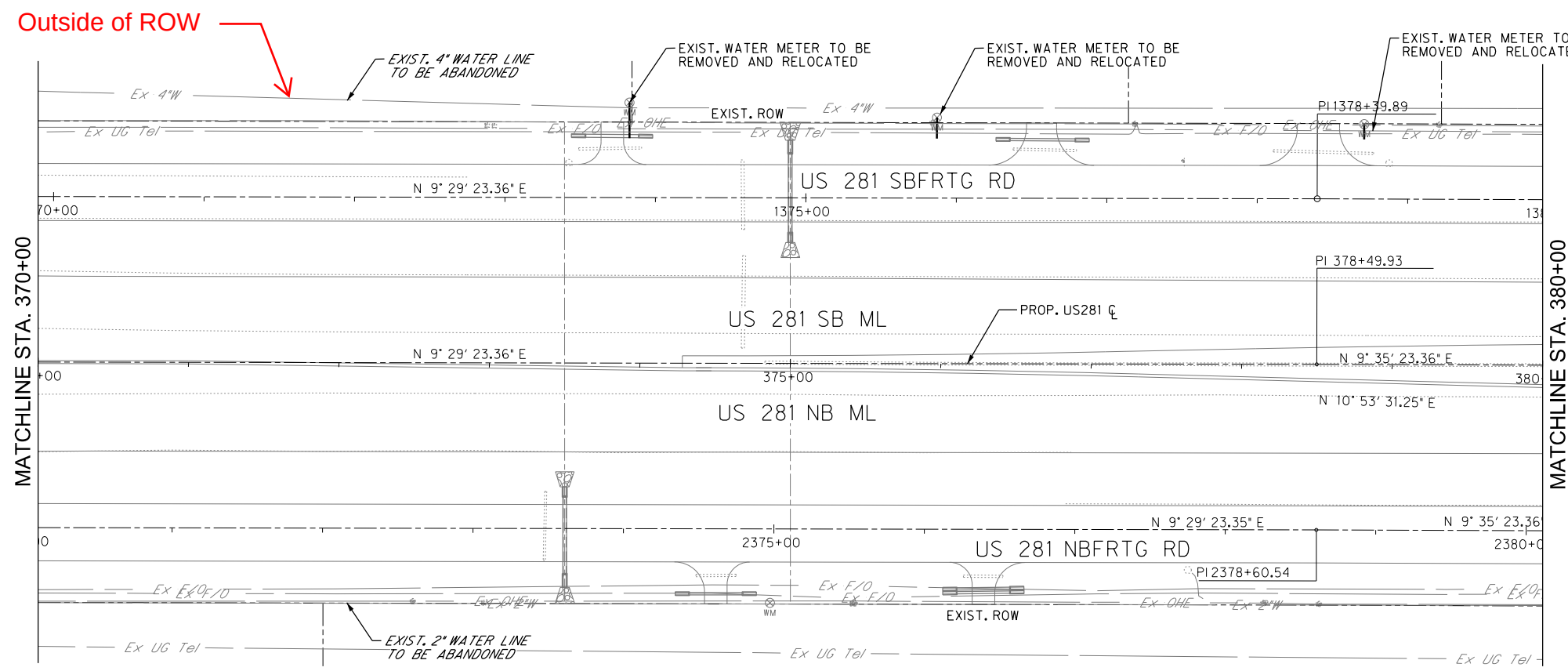


16
354+60 to 360+75



LEGEND	
PROPOSED	
---	R.O.W.
---	WATER LINE
○	VALVE
⊗	BLOW OFF VALVE
⊕	FIRE HYDRANT
⊞	WATER METER

- NOTES:
1. INFORMATION ON EXISTING AND PROPOSED UTILITIES IS APPROXIMATE AND BASED ON BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT ALL UTILITIES, NOT ALL (PUBLIC AND PRIVATE) MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY LOCATION AND DEPTH OF THESE UNDERGROUND UTILITIES AS REQUIRED, AT NO SEPARATE PAY. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.
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- CAUTION!!
EXISTING OVERHEAD ELECTRIC LINES
- CAUTION!!
EXISTING UNDERGROUND GAS, ELEC. & COMM. LINES



Legend

Conflict Location

Eligibility in Easement

US 281
DEMOLITION PLAN
STA 360+00 TO 380+00

SCALE: H.1"=100'		SHEET 22 OF 23			
DN:	CONT	SECT	JOB	HIGHWAY	
CK DN:	000	00	000	US 281	
DN:	DIST	COUNTY		SHEET NO.	
CK DN:	PHR	HIDALGO		122	

CALL TEXAS 811
BEFORE YOU DIG

ELIGIBILITY RATIO CALCULATOR

Calculation for Overhead Installation by **Number of Eligible Poles**

Number of EXISTING poles in conflict that are both OUTSIDE of existing ROW, and INSIDE of Proposed ROW. (in easement)	
Number of existing Poles in conflict that are inside of the existing ROW. (present by permit)	
TOTAL number of Poles in Conflict	0
ELIGIBILITY IF CALCULATED BY POLES	0.00%

Calculation for Underground or Overhead by **Length of Existing Facility**

Length of existing facility in conflict that is both outside of the existing ROW and inside of proposed ROW . EASEMENT	8470
Length of the existing facility in conflict inside of the existing ROW . PERMIT	35463
TOTAL length of the existing facility within proposed TxDOT ROW.	43933
ELIGIBILITY IF CALCULATED BY LENGTH	19.28%

ACCEPTED ELIGIBILITY RATIO

19.28%

Attachment "G"

Betterment Calculation and Estimate

- ☒ Elective Betterment Ratio established: 10.25 %
(Calculation attached and justification below)
- ☐ Forced Betterment
(Provide supporting documentation)
- ☐ Not Applicable

Elective betterment justification statement:

City of Edinburg elects to upgrade the 8-inch waterline to a 12-inch waterline at designated locations. This elective betterment leads to elective upgrade of gate valves and casings.

The 4 inch waterline upgrade to 8-inch line is a forced betterment (see attached adopted City Policy) and is not included in elective betterment calculation.

Initial Date
TxDOT

Initial Date
Utility

SECTION 3 WATER AND SEWER POLICY

3.01 General

The purpose of this section is to define the general requirements for the design of water and sanitary sewer improvements and to provide typical details of these improvements. The Director of Public Works and the Director of Utilities Department / System Division should be consulted if variations from these standards are anticipated. In general these sections are conditions on utility requirements adopted by the Code of Ordinances of the City of Edinburg specified in the **Unified Development Code**. In cases where limitations or physical barriers restrict compliance with the provisions of this section shall adequate alternatives be considered by the Director of Public Works or the Director of Utilities.

3.02 Master Plan

All water and sewer designs must be sized and located according to the City's adopted Water and Wastewater Master Plan. The City of Edinburg will periodically amend its Water and Wastewater Master Plan and it is the **responsibility of the Project Engineer to be familiar with the most current adopted plan. In all cases, the designs must meet or exceed Texas Commission on Environmental Quality (TCEQ) Standards.**

3.03 Water Improvements

All water mains that are made a part of or extended from the distribution system of the City of Edinburg shall be in conformance to these requirements.

A. General Policies:

1. All developments within the City and its 3½ -mile Extraterritorial Jurisdiction (ETJ) shall be properly connected to the approved water distribution system.
2. The water distribution system shall be designed by a Professional Engineer licensed to practice in the State of Texas.
3. All water distribution systems shall be designed to provide service to and through subject property and maximize coverage to the City-approved service area.
4. Pipe sizes shall be required to serve the anticipated development but not less than:
 - a. Single Family Residential
 - i. Distribution and/or future extension – 8-inch
 - ii. Internal Service – 8-inch
 - b. Commercial, Retail, Multi-family – 8-inch
 - c. Industrial – 8-inch
 - d. Pipe sizes shall be measured in inches and even numbered only (excluding 10-inch size), odd numbered sizes shall not be allowed.

Utility Adjustment for TxDOT Project

City of Edinburg
US 281

RCSJ: 0255-07-142
Utility ID#: U00003328
UNUMBER:

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 6 Section 2). Applies to All "EA" or "LS" items

Comparative Estimate

☒ ESTIMATE INCLUDING BETTERMENT
☐ ACTUAL COST
☐ SUPPLEMENTAL ESTIMATE

Percent of Difference 11%

Materials to be purchased by TxDOT - JOINT BID				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
GENERAL ITEMS (IN-KIND REPLACEMENT)				\$ -
DEMOLITION				\$ -
REMOV STR (PIPE)	LF	45502	\$17.77	\$ 808,570.54
REMOVE ASBESTOS CEMENT WATERLINE	LF	15053	\$30.00	\$ 451,590.00
RELOC EXIST METER AND NEW METER BOX	EA	63	\$2,530.28	\$ 159,407.64
CUT & PLUG EXISTING WATER MAIN	EA	15	\$1,966.35	\$ 29,495.25
RECONNECT EXISTING WATER METER	EA	20	\$2,196.00	\$ 43,920.00
WATER ITEMS				
WATER MAIN PIPE (PVC) (2IN) (C-900)	LF	26	\$50.00	\$ 1,300.00
WATER MAIN PIPE (PVC) (8IN) (C-900)	LF	63309	\$73.83	\$ 4,674,103.47
WATER MAIN PIPE (PVC) (12IN) (C-900)	LF	0	\$132.09	\$ -
JCK TUN BOR OR AUG CSG (STL) (24IN)	LF	1786	\$505.07	\$ 902,055.02
16" STEEL CASING (OPEN CUT)	LF	382	\$180.00	\$ 68,760.00
24" STEEL CASING (OPEN CUT)	LF	0	\$200.00	\$ -
SERVICE LINE (SHORT SIDE) (1-1/2" TO 2")	EA	77	\$2,074.71	\$ 159,752.67
SERVICE LINE (LONG SIDE) (1-1/2" TO 2")	EA	1	\$4,799.01	\$ 4,799.01
FIRE HYDRANT ASSEMBLY	EA	37	\$6,500.00	\$ 240,500.00
BLOW-OFF VALVE (2IN)	EA	33	\$6,500.00	\$ 214,500.00
CONNECT TO EXISTING WATERLINE	EA	15	\$4,000.00	\$ 60,000.00
WET CONNECTION (12IN)	EA	3	\$5,000.00	\$ 15,000.00
GATE VALVE W/BOX (8IN)	EA	76	\$4,500.00	\$ 342,000.00
GATE VALVE W/BOX (12IN)	EA	0	\$7,012.50	\$ -
CUT & RESTORE ASPH PAVING	SY	1466	\$75.51	\$ 110,697.66
TRENCH EXCAVATION PROTECTION	LF	63335	\$7.16	\$ 453,478.60
				\$ -
SUBTOTAL				\$ 8,739,929.86

Internally Supplied Materials - documented with Certified Ledger at Payment				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
* Sample Steel item to show (*) indication				\$ -
OVERHEAD (%) Enter % if applicable				\$ -
SUBTOTAL				\$ -

Externally Acquired Materials - documented with Invoices and/or Checks				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
SUBTOTAL				\$ -
MATERIALS SUBTOTAL			\$	8,739,929.86

* Indicated items are being tracked for **BUY AMERICA COMPLIANCE** and will be documented using **Form 1818** and all supporting documentation prior to installation.

X Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of \$2,500, or .1% of the project total cost, whichever is greater.

TxDOT contractor labor - JOINT BID				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Sample Item				\$ -
SUBTOTAL				\$ -

Internal Labor Costs - documented with Certified Ledger at payment.				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
OVERHEAD (%) Enter % if applicable				\$ -
SUBTOTAL				\$ -

External Labor Costs - documented with Invoices and / or checks				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
SUBTOTAL				\$ -
LABOR SUBTOTAL			\$	-

Engineering Procured by TxDOT - 100% eligiblity required				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
SUBTOTAL				\$ -

Internal Engineering - Costs Documented with Certified Ledger at payment.				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
SUBTOTAL				\$ -
Internal Survey / Landman				
				\$ -
SUBTOTAL				\$ -
Internal Inspection				
				\$ -

Unit	Quantity	\$/Unit	Total	Difference
GENERAL ITEMS			\$ -	\$ -
DEMOLITION			\$ -	\$ -
LF	45502	\$17.77	\$ 808,570.54	\$ -
LF	15053	\$30.00	\$ 451,590.00	\$ -
EA	63	\$2,530.28	\$ 159,407.64	\$ -
EA	15	\$1,966.35	\$ 29,495.25	\$ -
EA	20	\$2,196.00	\$ 43,920.00	\$ -
WATER ITEMS				\$ -
LF	26	\$50.00	\$ 1,300.00	\$ -
LF	47237	\$73.83	\$ 3,487,507.71	\$ (1,186,595.76)
LF	16072	\$132.09	\$ 2,122,950.48	\$ 2,122,950.48
LF	1786	\$505.07	\$ 902,055.02	\$ -
LF	310	\$180.00	\$ 55,800.00	\$ (12,960.00)
LF	72	\$200.00	\$ 14,400.00	\$ 14,400.00
EA	77	\$2,074.71	\$ 159,752.67	\$ -
EA	1	\$4,799.01	\$ 4,799.01	\$ -
EA	37	\$6,500.00	\$ 240,500.00	\$ -
EA	33	\$6,500.00	\$ 214,500.00	\$ -
EA	15	\$4,000.00	\$ 60,000.00	\$ -
EA	3	\$5,000.00	\$ 15,000.00	\$ -
EA	52	\$4,500.00	\$ 234,000.00	\$ (108,000.00)
EA	24	\$7,012.50	\$ 168,300.00	\$ 168,300.00
SY	1466	\$75.51	\$ 110,697.66	\$ -
LF	63335	\$7.16	\$ 453,478.60	\$ -
			\$ -	\$ -
SUBTOTAL			\$ 9,738,024.58	\$ 998,094.72

Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL			\$ -	\$ -

Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL			\$ -	\$ -
MATERIALS SUBTOTAL			\$ 9,738,024.58	\$ 998,094.72

	\$0.00	
--	--------	--

Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL			\$0.00	\$ -

Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL			\$ -	\$ -

Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL			\$ -	\$ -
			\$ -	\$ -

Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL			\$ -	\$ -

Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL			\$ -	\$ -
			\$ -	\$ -

Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Administration						
					\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Engineering/ Survey/ Inspection/ Administration Overhead						
OVERHEAD (%) Enter % if applicable					\$	-
SUBTOTAL					\$	-
External Engineering - Cost documented with INVOICES and / or CHECKS						
Line Item / Item Description	Unit	Quantity	\$/Unit	Total		
				\$	-	
Survey for Design Phase 1	HR	99	\$189.81	\$	18,791.19	
Survey for Design Phase 2	HR	76	\$219.63	\$	16,691.88	
Design Water Trans Phase 1	HR	549	\$128.25	\$	70,409.25	
Design Water Trans Phase 2	HR	1104	\$125.88	\$	138,971.52	
Utility Coordination Phase 1	HR	125	\$116.94	\$	14,617.50	
Utility Coordination Phase 2	HR	190	\$121.88	\$	23,157.20	
Bidding Total Phase 2	HR	88	\$107.41	\$	9,452.08	
Construction Admin (Inspection) Phase 1	HR	53	\$150.00	\$	7,950.00	
Construction Admin (Inspection) Phase 2	HR	168	\$161.10	\$	27,064.80	
Record Drawings Phase 1	HR	50	\$111.68	\$	5,584.00	
Record Drawings Phase 2	HR	88	\$123.77	\$	10,891.76	
COE Plan Conversion Total PH 1	HR	88	\$123.77	\$	10,891.76	
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	354,472.94
External Survey/ Landman						
					\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
External Inspection						
					\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Engineering / Administration / Inspection					SUBTOTAL	\$ 354,472.94
Existing Easement Compensation - following Quit Claim / Eligibility Ratio not applied.						
Line Item / Item Description	Unit	Quantity	\$/Unit	Total		
				\$	-	
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Replacement Easement Compensation - following Quit Claim / Eligibility Ratio is applied.				ROW		
PM must concur with rate. Documentation of actual cost must be supplied at billing.					\$	-
					\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Easement Compensation					SUBTOTAL	\$ -

SUMMARY:		TOTAL PROJECT COST	\$ 9,094,402.80
		Amount Payable in TxDOT Contract (Joint Bid)	\$ 8,739,929.86
		Utility Cost	\$ 354,472.94
General & Administrative OH		6.93%	\$ 24,564.97
		Gross Reimbursable to the Utility	\$ 379,037.91
Amount Due to TxDOT Via an Advance Funding Agreement			\$ 7,054,871.38
		SALVAGE and/or Depreciation CREDIT	
BETTERMENT RATIO		0.00%	Ratio Deduction \$ -
		Amount reimbursable after Betterment and Salvage Credit	\$ 379,037.91
ELIGIBILITY RATIO		19.28%	
		NET REIMBURSEMENT TO UTILITY	\$ 73,078.51

SUBTOTAL					\$	-	\$	-
							\$	-
					\$	-	\$	-
					\$	-	\$	-
SUBTOTAL					\$	-	\$	-
							\$	-
					\$	-	\$	-
					\$	-	\$	-
SUBTOTAL					\$	-	\$	-
							\$	-
Unit	Quantity	\$/Unit	Total	Difference				
			\$	-	\$	-	\$	-
HR	99	\$189.81	\$ 18,791.19	\$ -				
HR	76	\$219.63	\$ 16,691.88	\$ -				
HR	549	\$128.25	\$ 70,409.25	\$ -				
HR	1104	\$125.88	\$ 138,971.52	\$ -				
HR	125	\$116.94	\$ 14,617.50	\$ -				
HR	190	\$121.88	\$ 23,157.20	\$ -				
HR	88	\$107.41	\$ 9,452.08	\$ -				
HR	53	\$150.00	\$ 7,950.00	\$ -				
HR	168	\$161.10	\$ 27,064.80	\$ -				
HR	50	\$111.68	\$ 5,584.00	\$ -				
HR	88	\$123.77	\$ 10,891.76	\$ -				
HR	88	\$123.77	\$ 10,891.76	\$ -				
				\$	-	\$	-	
SUBTOTAL				\$	354,472.94	\$	-	
							\$	-
					\$	-	\$	-
					\$	-	\$	-
SUBTOTAL					\$	-	\$	-
							\$	-
SUBTOTAL					\$	-	\$	-
							\$	-
Unit	Quantity	\$/Unit	Total	Difference				
			\$	-	\$	-	\$	-
				\$	-	\$	-	
SUBTOTAL				\$	-	\$	-	
							\$	-
				\$	-	\$	-	
				\$	-	\$	-	
SUBTOTAL				\$	-	\$	-	
							\$	-
				\$	-	\$	-	

	\$ 10,092,497.52	\$ 998,094.72
	\$ 9,738,024.58	\$ 998,094.72
	\$ 354,472.94	\$ -
G&A 6.93%	\$ 24,564.97	\$ -
	\$ 379,037.91	\$ -
	\$ 8,052,788.53	\$ 997,917.15
		\$ -
BR 10.24%	\$ 38,813.48	\$ 38,813.48
	\$ 340,224.43	\$ (38,813.48)
ER 19.28%		
	\$ 65,595.27	\$ (7,483.24)
Percent of Difference=	11%	

BETTERMENT RATIO CALCULATOR

Two estimates are required to calculate betterment. One with, and one without betterment.
Please attach both estimates.

The total estimated cost of the project **INCLUDING BETTERMENT** \$9,746,147.14

The total estimated cost of the project **NOT** including **BETTERMENT** \$8,748,052.42

THE AMOUNT OF BETTERMENT \$998,094.72

The BETTERMENT RATIO IS: 10.24%

Attachment “H” Proof of Property Interest

☒ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☒ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit

☐ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

Initial Date
TxDOT

Initial Date
Utility

THE STATE OF TEXAS
COUNTY OF HIDALGO

RIGHT-OF-WAY EASEMENT

14550

250

KNOW ALL MEN BY THESE PRESENT: That ~~Donatita M. Cardenas~~ Arturo Cardenas and Teresa Elva Cardenas Sosa hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

11.07 acres out of Share 1, of the Vela Subdivision of Tract 115, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 6 p. 32, Map Records, Hidalgo County, Texas, lying immediately South of and adjacent to the 4.5 acre tract owned by Isaura M. Alaniz, SAVE AND EXCEPT Two (2) acres owned by Mercedes F. Molina, a feme sole, and 0.21 acre owned by Arturo Cardenas, Jr.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Easements in favor of Central Power and Light Company recorded in Volume 329 p. 593, Vol. 329 p. 595 and in Vol. 338 p. 5, Deed Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 15 day of Feb, 1972.

Teresa Elva Cardenas Sosa
Teresa Elva Cardenas Sosa

Arturo Cardenas
~~Donatita M. Cardenas~~ Arturo Cardenas

15

113

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Dorotea M. Cardenas known to me to be the persons whos names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1972.

JOSE E. CHAPA
Notary Public in and for Hidalgo County
LINN. TEXAS

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ARTURO CARDENAS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of Feb, 1973.

JOSE E. CHAPA
Notary Public in and for Hidalgo County, Texas.
LINN. TEXAS

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared TERESA ELVA CARDENAS SOSA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of Feb, 1973.

JOSE E. CHAPA
Notary Public in and for Hidalgo County, Texas.

900 Johnson

FILED FOR RECORD THIS DATE
At 4:44 o'clock P.M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. Salda Deputy

14550

21

11 - 12/30/72 250

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

RIGHT-OF-WAY EASEMENT

14551

KNOW ALL MEN BY THESE PRESENT: That Rafael Vela
hereinafter called Grantors, in consideration
of One Dollar (\$1.00) and other good and valuable consideration paid by North
Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency
of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey
to said Grantee, its successors and assigns, a perpetual easement with the right
to erect, construct, install and lay and thereafter use, operate, inspect, repair,
maintain, replace and remove, reconstruct and service a water line, water valves,
hydrants, including distributing lines, over and across the following land owned
by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury
all pipe lines at least three feet deep and to construct the same so as not to interfere
with the use of the land for the grazing of livestock or farming in the usual manner,
said easement to be located parallel to and adjacent to the East line of said property
(provided that in the event the property line extends to the center of a road or
canal, then said easement to commence at the edge of said road or canal right-of-
way) on the following described property:

The North 10 acres of Share 1, of the Vela Subdivision of Tract 115, San Salvador
del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 6 p. 32,
Map Records, Hidalgo County, Texas.

together with the right of ingress and egress over Grantors' adjacent lands for the
purposes for which the above mentioned rights are granted. The easement hereby granted
shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate
the course of the easement herein conveyed except that when the pipe line is installed,
the easement herein granted shall be limited to a strip of land 15 ft. in width with
the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages
sustained by Grantors by reason of the installation of the structures referred to
herein and the Grantee will maintain such easement in a state of good repair and efficiency
so that no unreasonable damages will result from its use to Grantors' premises. This
agreement, together with other provisions of this grant shall constitute a covenant
running with the land for the benefit of the Grantee, its successors and assigns.
The Grantors covenant that they are the owners of the above described lands and that
said lands are free and clear of all encumbrances and liens except the following:

Deed of Trust from Rafael Vela to Joe E. Chapa, Trustee for Adelina V. Chapa,
recorded in Volume 626 p. 858, Deed of Trust Records.

Easements to Central Power and Light Company recorded in Vol. 329 p. 593, Vol. 329
p. 595 and in Vol. 338 p. 5, Deed Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 28th
day of Dec, 1972.

Rafael Vela
Rafael Vela

B-11

115

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this . day personally appeared Rafael Vela known to me to be the persons who names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of Dec, 1972.



JOE E. CHAPA
Notary Public for Hidalgo County
LINN, TEXAS

J. W. Johnson

FILED FOR RECORD THIS DATE
At 4:45 o'clock P.M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By *B. Saldaña* Deputy

14551

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

RIGHT-OF-WAY EASEMENT

14552

250

KNOW ALL MEN BY THESE PRESENT: That Isaura M. Alaniz
hereinafter called Grantors, in consideration
of One Dollar (\$1.00) and other good and valuable consideration paid by North
Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency
of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey
to said Grantee, its successors and assigns, a perpetual easement with the right
to erect, construct, install and lay and thereafter use, operate, inspect, repair,
maintain, replace and remove, reconstruct and service a water line, water valves,
hydrants, including distributing lines, over and across the following land owned
by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury
all pipe lines at least three feet deep and to construct the same so as not to interfere
with the use of the land for the grazing of livestock or farming in the usual manner,
said easement to be located parallel to and adjacent to the East line of said property
(provided that in the event the property line extends to the center of a road or
canal, then said easement to commence at the edge of said road or canal right-of-
way) on the following described property:

4.5 acres more or less, out of Share 1, of the Vela Subdivision of Tract 115, San
Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume
6 p. 32, Map Records, Hidalgo County, Texas, being more particularly described as
Beginning at the Northwest corner of Share 1; Thence South 107 feet; Thence East
2122.32 feet to point on East line of Share 1; Thence North 59.2 feet; Thence
West 1472.1 feet; Thence North 164.9 feet to point on North line; Thence West
676.9 feet to point of beginning.

together with the right of ingress and egress over Grantors' adjacent lands for the
purposes for which the above mentioned rights are granted. The easement hereby granted
shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate
the course of the easement herein conveyed except that when the pipe line is installed,
the easement herein granted shall be limited to a strip of land 15 ft. in width with
the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages
sustained by Grantors by reason of the installation of the structures referred to
herein and the Grantee will maintain such easement in a state of good repair and efficiency
so that no unreasonable damages will result from its use to Grantors' premises. This
agreement, together with other provisions of this grant shall constitute a covenant
running with the land for the benefit of the Grantee, its successors and assigns.
The Grantors covenant that they are the owners of the above described lands and that
said lands are free and clear of all encumbrances and liens except the following:

Easements in favor of Central Power and Light Company recorded in Volume 329 p. 593,
Vol. 329 p 595 and in Vol. 338 p 5, Deed Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 3-1
day of Feb, 1972.

Isaura M. Alaniz
Isaura M. Alaniz

8.12

117

COUNTY OF HIDALGO I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Isaura M. Alaniz known to me to be the persons whos names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of Feb, 1972?



JOSE E. CHAPA
Notary Public in and for the County of Hidalgo, Texas

Q W Johnson

FILED FOR RECORD THIS DATE
At 4:46 o'clock P.M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By J. Salda Deputy

14552

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

RIGHT-OF-WAY EASEMENT

14553

250

KNOW ALL MEN BY THESE PRESENT: That Arturo Cardenas, Jr., and wife, Jovita Cardenas hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

0.21 of an acre out of Share 1, of the Vela Subdivision of Tract 115, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 6 p. 32, Map Records, Hidalgo County, Texas, described as follows:
Beginning at point 1119.8 feet North of Southeast corner of Share 1; Thence West 150 feet; Thence North 60 feet; Thence East 150 feet; Thence South 60 feet to point of beginning, containing 0.21 acres, more or less.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Mechanic's Lien from Arturo Cardenas, and wife, Jovita Cardenas to B & N Homes, Inc., recorded in Volume 145 p. 521, Mechanic's Lien Records.

Easements to Central Power and Light Company recorded in Vol. 329 p. 593, Vol. 329 p. 595 and in Vol. 338 p. 5, Deed Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 20th day of June, 1972.

2-14

Arturo Cardenas Jr.
Arturo Cardenas, Jr.
Jovita Cardenas

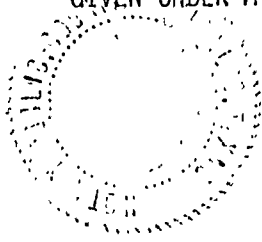
119

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Arturo Cardenas, Jr. & Jovita Cardenas 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of Jan, 1972



Notary Public in and for Hidalgo County
Texas

9 W Johnson

FILED FOR RECORD THIS DATE
At 4:47 o'clock P.M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. O. O'Brien Deputy

14553

THE STATE OF TEXAS,
COUNTY OF HIDALGO.

RIGHT-OF-WAY EASEMENT

14554

250

KNOW ALL MEN BY THESE PRESENT: That FELIX L. McDONALD

hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

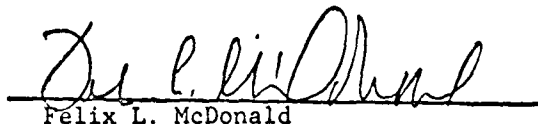
Five (5) acres out of Tract 112, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 10 pp. 58-60 inclusive, Map Records, Hidalgo County, Texas, described as follows: Commencing at the NE corner of Tract 113; Thence South 9 deg. 03 min. West 366.2 feet; Thence North 88 deg. 41 min. East 298.3 feet to a corner and the place of beginning; Thence North 88 deg. 41 min. East 417.5 feet to a point in the East line of State Highway No. 12 for the NE corner; Thence with the East line of said State Highway No. 12, South 20 deg. 32 min. East 437.5 feet to a point for the SE corner; Thence South 88 deg. 41 min. West 637.1 feet to a point for the SW corner; Thence North 9 deg. 03 min. East 420 feet to the place of beginning, EXCEPT 0.17 of an acre off the East side thereof awarded to the State of Texas for Highway in Certified Copy of Judgment dated October 8, 1953, recorded in Volume 783, p. 159, Deed Records, Hidalgo County, Texas.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Easement in favor of Southwestern Bell Telephone Company, dated March 13, 1935, recorded in Volume 401, page 559, Deed Records, Hidalgo County, Texas.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 17th day of October, 1973.


Felix L. McDonald

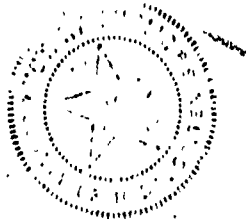
B-10

121

THE STATE OF TEXAS, X
 X
COUNTY OF HIDALGO. X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, personally appeared FELIX L. McDONALD known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of October, 1973.



Lillie Rue Rydl Lillie Rue Rydl
Notary Public in and for Hidalgo
County, Texas.

14554

FILED FOR RECORD THIS DATE
At 4:48 o'clock P.M.

JUN 24 1974

SANTOS SALDANA
County Clerk, Hidalgo County, Tex.
By *B. Salas* Depu

G. W. Johnson

10 10

122

THE STATE OF TEXAS I
COUNTY OF HIDALGO I

RIGHT-OF-WAY EASEMENT

14555

250

KNOW ALL MEN BY THESE PRESENT: That Teodora Vela, Carmen Lydia Vela and Eva Vela hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

14.68 acres out of Tract 112, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 10 pp. 58-60 inclusive, Map Records, Hidalgo County, Texas, described as follows:

Beginning at point in East line of Tract 113, South 9 deg. 03 min. West 576.2 feet from the Northeast corner of Tract 113, and Northwest corner of Tract 112, for the Northwest corner of this; Thence North 88 deg. 41' East 298.3 feet to corner; Thence South 9 deg. 03 min. West 210 feet to corner; Thence North 88 deg. 41' East 637.1 feet to corner in the East line of Highway 12; Thence with East line of Highway 12, South 2 deg. 32 min. East 172 feet to corner; Thence North 80 deg. 57 min. West 259.3 feet to corner; Thence South 9 deg. 03 min. West 210 feet to corner; Thence South 80 deg. 57 min. East 259.3 feet to corner in East line of Tract 112 and West line of Tract 95-A; Thence with West line of Tract 95-A South 9 deg. 03 min. West 263 feet to point for the Southeast corner of this; Thence South 88 deg. 41 min. 967.8 feet to a point in a East line of Tract 113 for the Southwest corner of this; Thence with East line of Tract 113 North 9 deg. 03 min. East 862.5 feet to place of beginning, containing 14.68 acres, more or less.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Easement in favor of Southwestern Bell Telephone Co., recorded in Vol. 401 p. 559, Deed Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 29 day of Dec, 1972.

Carmen Lydia Vela
Carmen Lydia Vela

Teodora Vela
Teodora Vela

Eva Vela
Eva Vela

B-9

THE STATE OF TEXAS
COUNTY OF HIDALGO

270

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Teodora Vela known to me to be the persons who names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of Dec, 1972.

JOE E. CHAPA
Notary Public in and for Hidalgo County
LINN, TEXAS

THE STATE OF Virginia
COUNTY OF Fairfax

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Carmen Lydia Vela known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of February, 1973.

[Signature]
Notary Public in and for
County, Texas
My Commission expires December 16, 1978

THE STATE OF Maryland
COUNTY OF Prince George

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Eva Vela known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

[Signature]
Notary Public in and for Prince George
County, Maryland
exp: July 1, 1974

FILED FOR RECORD THIS DATE
At 4:45 o'clock P. M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By [Signature] Deputy

920. Johnson

14555

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

RIGHT-OF-WAY EASEMENT

14556

250

KNOW ALL MEN BY THESE PRESENT: That Jose L. Zamora, Jr., and wife, Ninfa P. Zamora hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

2.40 acres out of Tract 112, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 10 pp. 58-60 inclusive, Map Records, Hidalgo County, Texas; described as follows:

Beginning at a point in the north line of Tract 112, the Southeast corner of Tract 111 for a point in the north line of this description; THENCE, with the north line of Tract 112, North 88 deg. 47' East, 415.0 feet to the intersection of said north line with the west right-of-way line at U.S. Highway 281 for the Northeast corner of this description; THENCE, with the West right-of-way line of U. S. Highway 281, South 19 deg. 21' East, 221.2 feet to a point for the Southeast corner of this description; THENCE, North 88 deg. 30' West, 546.0 feet to an iron pipe at a fence corner for the Southwest corner of this description; THENCE, North 8 deg. 40' East, at 194.2 feet pass an iron pipe in a fence line in the South side of a county road, 216.2 feet in all to a point in the South line of Tract 111 for the Northwest corner of this description; THENCE, with the South line of Tract 111, North 88 deg. 47' East, 25.0 feet to the place of beginning, this description containing 2.40 acres, more or less.

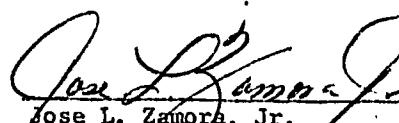
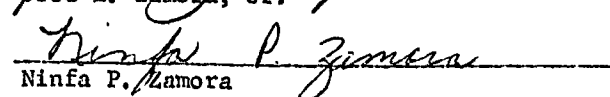
together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Deed of Trust from Jose L. Zamora, Jr. and wife, Ninfa P. Zamora to Larry C. Ross, Trustee for First Mortgage Company of Texas, Inc., recorded in Volume 645 p. 127, Deed of Trust Records, which Lien was assigned to Federal National Mortgage Association on June 23, 1972, in Volume 650 p.

Easement from Santos Gorena, et ux to Southwestern Bell Telephone Co., recorded in Vol. 401 p. 559, Deed Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 27 day of Feb, 1972


Jose L. Zamora, Jr.

Ninfa P. Zamora

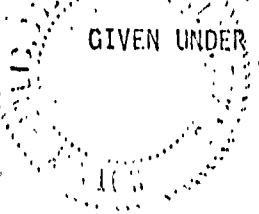
B-8

135

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jose L. Zamora, Jr., Ninfa P. Zamora known to me to be the persons whos names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24 day of Feb, 1974

JOE E. CHAFFIN
Notary Public in and for Hidalgo County
TEXAS

J. M. Johnson

FILED FOR RECORD THIS DATE
At 4:50 o'clock P.M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By *B. Odio* Deputy

14556

20 THE STATE OF TEXAS 1
COUNTY OF HIDALGO 1

RIGHT-OF-WAY EASEMENT

7- 12/5/72 25
14557

KNOW ALL MEN BY THESE PRESENT: That Rafael Vela
hereinafter called Grantors, in consideration
of One Dollar (\$1.00) and other good and valuable consideration paid by North
Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency
of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey
to said Grantee, its successors and assigns, a perpetual easement with the right
to erect, construct, install and lay and thereafter use, operate, inspect, repair,
maintain, replace and remove, reconstruct and service a water line, water valves,
hydrants, including distributing lines, over and across the following land owned
by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury
all pipe lines at least three feet deep and to construct the same so as not to interfere
with the use of the land for the grazing of livestock or farming in the usual manner,
said easement to be located parallel to and adjacent to the East line of said property
(provided that in the event the property line extends to the center of a road or
canal, then said easement to commence at the edge of said road or canal right-of-
way) on the following described property:

12.54 acres and 3.34 acres out of Tract 112, San Salvador del Tule Grant, Hidalgo
County, Texas, according to Map recorded in Volume 10 pp. 58-60 inclusive, Map
Records, Hidalgo County, Texas, described as follows:
Beginning at a point in the North line of Tract 115, the SE corner of Tract 113 and
SW corner of Tract 112, for the SW corner of this. Thence with the East line of said
Tract 113, N. 9 deg. 03' E. 573.8 ft. to a point for the NW corner of this. Thence N
88 deg. 41' E. 967.8 ft. to a point in the West line of Tract 95 for the NE corner of
this. Thence with the West line of said Tract 95, S 9 deg. 03' W 573.8 feet to the
NE corner of Tract 115 for the SE corner of this. Thence with the North line of said
Tract 115, S 88 deg. 41' W 967.8 ft. to the place of beginning, containing 12.54
acres, more or less, and
Beginning at a point which is North 88 deg. 47' East 25.0 feet and South 8 deg. 40'
West a distance of 216.2 feet from the Southeast corner of Tract 111, S S del Tule
Grant for the Northwest corner of the Tract herein described, the same being the
Southwest corner of a 2.40 acre tract; Thence, South 88 deg. 30' East a distance of
546.0 feet to the point in the West right-of-way line of U.S. Highway 281; THENCE, with
and along the West right-of-way line of U.S. Highway 281 South 19 deg. 21' East a
distance of 188.2 feet; THENCE, North 88 deg. 28' West a distance of 331.5 feet;
THENCE, South 8 deg. 49' West a distance of 210.0 feet to the most northerly Northeast
corner of a 13.19 acre tract; THENCE North 89 deg. 00' West a distance of 289.0 feet
to the Northwest corner of said 13.19 acre tract; THENCE, North 8 deg. 40' East a
distance of 347.5 feet to the corner of beginning, containing 3.34 acres, more or less.

together with the right of ingress and egress over Grantors' adjacent lands for the
purposes for which the above mentioned rights are granted. The easement hereby granted
shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate
the course of the easement herein conveyed except that when the pipe line is installed,
the easement herein granted shall be limited to a strip of land 15 ft. in width with
the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages
sustained by Grantors by reason of the installation of the structures referred to
herein and the Grantee will maintain such easement in a state of good repair and efficiency
so that no unreasonable damages will result from its use to Grantors' premises. This
agreement, together with other provisions of this grant shall constitute a covenant
running with the land for the benefit of the Grantee, its successors and assigns.
The Grantors covenant that they are the owners of the above described lands and that
said lands are free and clear of all encumbrances and liens except the following:

Deed of Trust from Rafale Vela to Joe E. Chapa, Trustee for Adelina V. Chapa, recorded
in Volume 626 p. 858, Deed of Trust Records.

Easement to Southwestern Bell Telephone Company recorded in Volume 401 p. 559, Deed
Records, Hidalgo County, Texas.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 28
day of Dec, 1972.

Rafael Vela
Rafael Vela

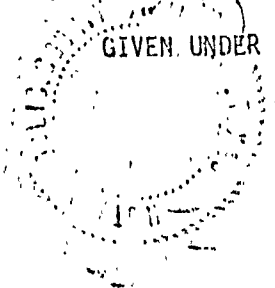
B-7

THE STATE OF TEXAS 9
COUNTY OF HIDALGO 1

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Rafael Vela known to me to be the persons who names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of Dec, 1972.

JOE E. CHAPA
Notary Public in and for Hidalgo County
LINN. TEXAS Texas



Q. W. Johnson

FILED FOR RECORD THIS DATE
At 4:51 o'clock P.M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. O. Slog Deputy

14557

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

RIGHT-OF-WAY EASEMENT

14561

KNOW ALL MEN BY THESE PRESENT: That Jack Lane, whose wife is Estella P. Lane hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

All that part of Tract 110 lying East of the Railroad, of the San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 10 page 58-60 Map Records, Hidalgo County, Texas, EXCEPT the Northeast 10 acres conveyed to Santiago, et al on November 12, 1941, in Volume 487, page 3, Deed Records, and One (1) acre lying South of the Northeast 10 acres conveyed to Marcelino Tijerina on August 2, 1954, in Volume 858, page 474, Deed Records, and a tract 288 feet East and West and 100 feet North & South, lying West of the One (1) acre tract above, conveyed to Marcelino Tijerina on November 10, 1956, in Volume 876, page 388, Deed Records, and the Northwest 6 acres of the East 106 acres of Tract 110, now Lane Subdivision.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Mechanic's Lien from Jack Lane, Sr., and wife, Estella P. Lane to Gate-City Lumber Company and assigned to T. J. Bettes Company, recorded in Volume 119 page 319, Mechanic's Lien Records--secured by lien on one (1) acre out of Tract 110 which Lien is presently owned by Southwestern Savings Association by Assignment recorded in Volume 163, page 855, Mechanic's Lien Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 22 day of June, 1972.

Jack Lane Sr
Jack Lane
Estella P. Lane
Estella P. Lane

D-12

135

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jack Lane and Estella P. Lane, 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 purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of Jan, 1972

JOE E. CHAPA
BOX 27
Notary Public in and for Hidalgo County
Texas

J. W. Johnson

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. O. O'Neil Deputy

JUN 24 1974

FILED FOR RECORD THIS DATE
At 4:55 o'clock P.M.

14561

THE STATE OF TEXAS
COUNTY OF HIDALGO

RIGHT-OF-WAY EASEMENT

14562

KNOW ALL MEN BY THESE PRESENT: That Marcelino Tijerina

hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

One (1) acre lying South of the Northeast 10 acres of Tract 110, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 10 page 58-60, Map Records, Hidalgo County, Texas, which One (1) acre is more particularly described as follows: to-wit: Beginning at a point on West boundary line of U. S. Highway 281, at the intersection of said boundary line and the South boundary line of the Santiago Guerra, et al 10 acre tract out of the Northeast corner of Tract 110, said point being the Northeast corner of Tract 110, said point being the Northeast corner of the One (1) acre tract herein described; Thence in a Westerly direction and along the South Boundary line of said 10 acre tract a distance of 435.6 feet to point for the Northwest corner of the tract herein described; Thence in a Southerly direction along a line parallel to the West boundary line of U. S. Highway 281 a distance of 100 feet to a point for the Southwest corner of the tract herein described; Thence in a Easterly direction along a line parallel with the South boundary line of the 10 acre tract a distance of 435.6 feet to point on the West boundary line of U. S. Highway 281, for the Southwest corner of the tract herein conveyed; Thence along the West boundary line of U. S. Highway 281 in a Northerly direction a distance of 100 feet to point of beginning, containing one acre more or less.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

None

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 15th day of Dec., 1972.

Marcelino Tijerina
Marcelino Tijerina

D-11

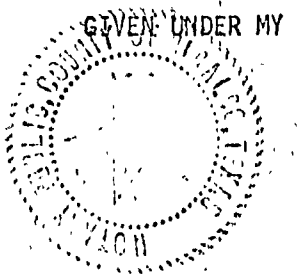
137

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Marcelino Tijerina known to me to be the persons whos names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of Dec, 1972.



[Signature]
Notary Public for Hidalgo County
BOX 23
LINN, TEXAS

[Signature]

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By *[Signature]* Deputy

JUN 24 1974

FILED FOR RECORD THIS DATE
At 4:56 o'clock P.M.

14562

THE STATE OF TEXAS
COUNTY OF HIDALGO

RIGHT-OF-WAY EASEMENT

14563

KNOW ALL MEN BY THESE PRESENT: That Santiago Guerra, Paula Guerra, Luisa Guerra and Maria Lenor Guerra hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

The Northeast 10 acres of Tract 110, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 10, page 58-60 inclusive, Map Records, Hidalgo County, Texas

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

None

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 20th day of Dec, 1972.

Santiago Guerra
Santiago Guerra

Paula Guerra
Paula Guerra

(Deceased)
Luisa Guerra

Maria Lenor Guerra
Maria Lenor Guerra

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Santiago Guerra, Paula Guerra, Luisa Guerra, Maria Lenor Guerra, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of Dec, 1972.

JOE E. CHAPA
BOX 25
Notary Public in and for Hidalgo County, Texas

14563

FILED FOR RECORD THIS DATE
At 4:57 o'clock P.M.

JUN 24 1974

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. Ochoa Deputy

J. W. Johnson

2.50

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

RIGHT-OF-WAY EASEMENT
14564

KNOW ALL MEN BY THESE PRESENT: That Lucas Hinojosa, Jr., Romeo Hinojosa, Noelia Marta Hinojosa Pena and Arnaldo Joel Hinojosa hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

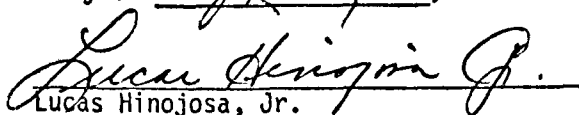
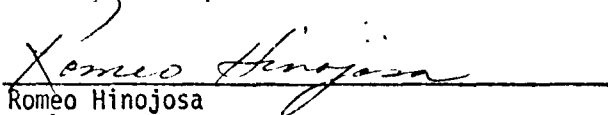
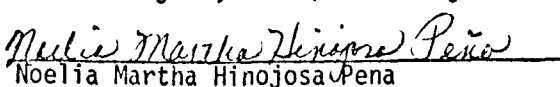
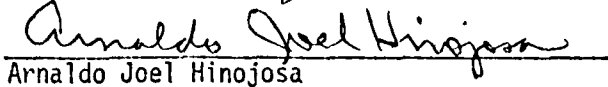
Ten (10) acres out of Lot 7, of the John B. Puckett Subdivision of Tract 96, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 6, page 30, Map Records, Hidalgo County, Texas, described as follows: From Southeast corner of Puckett Partition of Share 96, North 9 deg. East 1069.5 feet; Thence North 1209 feet to point of beginning; Thence West 657.1 feet; Thence North 665.9 feet; Thence East 657.1 feet; Thence South 660 feet to point of beginning, containing 10 acres, more or less.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Deed of Trust from Lucas Hinojosa, Jr., Romeo Hinojosa, Noelia Martha Hinojosa Pena and husband, Roy D. Pena and Arnaldo Joel Hinojosa to Nathan Winters, Trustee for First State Bank and Trust Company of Edinburg, recorded in Volume 611, page 563, Deed of Trust Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 30th day of July, 1972.

 Lucas Hinojosa, Jr.	 Romeo Hinojosa
 Noelia Martha Hinojosa Pena	 Arnaldo Joel Hinojosa

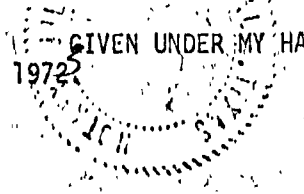
D-9

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Lucas Hinojosa, Jr., Noelia Martha Hinojosa Pena, Romeo Hinojosa, and Arnaldo Joel Hinojosa, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of July 1972



JOE E. CHAPA
Notary Public in and for Hidalgo
County, Texas

J. W. Johnson

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By *S. Saldana* Deputy

JUN 24 1974

FILED FOR RECORD THIS DATE
At 1:57 o'clock P. M.

14564

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

RIGHT-OF-WAY EASEMENT

14565

KNOW ALL MEN BY THESE PRESENT: That Lucas Hinojosa, Jr., whose wife is Silvia Hinojosa hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

7.81 acres of a 120.93 acre tract out of Lot 7, of the John B. Puckett Subdivision of Tract 96, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 6, page 30, Map Records, Hidalgo County, Texas, described as follows: Beginning at a point in West right of way line of U. S. Highway 281, 1170 feet North of South line of Tract 7; Thence West 1320 feet; Thence North 284.7 feet; Thence East 881.6 feet; Thence South 59 feet; Thence East 424 feet to U. S. Highway 281; Thence South 216.5 feet to point of beginning, containing 7.81 acres, more or less.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Deed of Trust from Lucas H. Hinojosa, Jr., and wife, Silvia Hinojosa to J. R. Freeland, Trustee for Valley Federal Savings and Loan Association of McAllen, recorded in Volume 499 page 631, Deed of Trust records

Mechanic's Lien from Lucas H. Hinojosa and wife, Silvia Hinojosa to Dan Armendariz and assigned to Valley Federal Savings & Loan Association Of McAllen, recorded in Volume 166, page 411, Mechanic's Lien Records

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 30th day of July, 1972

Lucas Hinojosa
Lucas Hinojosa

Silvia Hinojosa
Silvia Hinojosa

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LUCAS HINOJOSA, JR., SILVIA HINOJOSA 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of July, 1972

JOE E. CHARTER
Notary Public in and for Hidalgo County
Texas

J. W. Johnson

FILED FOR RECORD THIS DATE
At 4:57 o'clock P.M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. D. [Signature] Deputy

14565

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

RIGHT-OF-WAY EASEMENT

14566

2.50

KNOW ALL MEN BY THESE PRESENT: That Natalia L. Hinojosa, widow of Lucas Hinojosa, and
Arnaldo Joel Hinojosa, and children, Romeo Hinojosa, Lucas Hinojosa, Jr.,
Noelia Martha Hinojosa Pena hereinafter called Grantors, in consideration
of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water
Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is
hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee,
its successors and assigns, a perpetual easement with the right to erect, construct, install
and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct
and service a water line, water valves, hydrants, including distributing lines, over and
across the following land owned by Grantors in Hidalgo County, State of Texas, except the
Grantee agrees to bury all pipe lines at least three feet deep and to construct the same
so as not to interfere with the use of the land for the grazing of livestock or farming
in the usual manner, said easement to be located parallel to and adjacent to the East
line of said property (provided that in the event the property line extends to the center
of a road or canal, then said easement to commence at the edge of said road or canal right-
of-way) on the following described property:

120.93 acres out of 224.27 acre tract out of Lot 7, of the John B. Puckett Subdivison of
Tract 96, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded
in Volume 6 page 30, Map Records, Hidalgo County, Texas, described as follows: Beginning
at a point on the East line of Tract 7, 701.9 feet North 9 deg. 05' 30" East of the
Southeast corner of said survey. Thence North 80 deg. 54' 30" West 420 feet; Thence
South 9 deg. 05' 30" West 100.9 feet; Thence North 80 deg. 31' West 2032.58 feet; Thence
North 0 deg. 08' 30" West 2348 feet; Thence South 80 deg. 50' 30" East 1544.8 feet;
Thence South 9 deg. 41' West 671.8 feet; Thence South 80 deg. 19' East 1305.54 feet;
Thence South 9 deg. 41' West 1209 feet; Thence South 9 deg. 05' 30" West 367.6 feet to
place of beginning, containing 120.93 acres, more or less, SAVE AND EXCEPT 7.81 acres
thereof owned by Lucas Hinojosa Jr.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes
for which the above mentioned rights are granted. The easement hereby granted shall not
exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of
the easement herein conveyed except that when the pipe line is installed, the easement herein
granted shall be limited to a strip of land 15 ft. in width with the center line thereof
being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustaine
by Grantors by reason of the installation of the structures referred to herein and the Grantee
will maintain such easement in a state of good repair and efficiency so that no unreasonable
damages will result from its use to Grantors' premises. This agreement, together with other
provisions of this grant shall constitute a covenant running with the land for the benefit
of the Grantee, its successors and assigns. The Grantors covenant that they are the owners
of the above described lands and that said lands are free and clear of all encumbrances
and liens except the following:

None

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 30th
day of July, 1973

Natalia L. Hinojosa, widow of Lucas Hinojosa

Romeo Hinojosa
Romeo Hinojosa

Lucas Hinojosa, Jr.
Lucas Hinojosa, Jr.

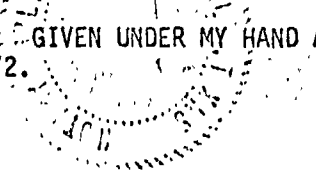
Arnaldo Joel Hinojosa
Arnaldo Joel Hinojosa

Noelia Martha Hinojosa Pena
Noelia Martha Hinojosa Pena

THE STATE OF TEXAS |
COUNTY OF HIDALGO |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Natalia L. Hinojosa, Romeo Hinojosa, Lucas Hinojosa, Jr., Noelia Martha Hinojosa Pena and Arnaldo Joel Hinojosa, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of July 1972. 73



Joe E. Chapa
Notary Public in and for Hidalgo
County, Texas

G. W. Johnson

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By S. Saldaña Deputy

FILED FOR RECORD THIS DATE
At 5:00 o'clock P.M.
JUN 24 1974

14566

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

RIGHT-OF-WAY EASEMENT

14608

KNOW ALL MEN BY THESE PRESENT: That Enrique P. Molina, whose wife is Amalia Molina hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

One (1) acre out of Share 1, of the Vela Subdivision of Tract 115, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 6 p. 32, Map Records, Hidalgo County, Texas, being more particularly described as follows: Beginning at point on West line of Highway 281, 780.7 feet North of South line of Share 1; Thence West 708.3 feet; Thence North 61.5 feet; Thence East 708.3 feet; Thence South 61.5 feet to beginning, containing 1 acre, more or less.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Deed of Trust from Enrique P. Molina and wife, Amalia Molina to C. S. Eidman, Jr., Trustee for Brownsville Savings & Loan Association, recorded in Volume 494 p. 648, Deed of Trust Records.

Easements in favor of Central Power and Light Company recorded in Volume 329 p. 593, Vol. 329 p. 595 and in Vol. 338 p. 5, Deed Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 20 day of June, 1972.

Enrique P. Molina
Enrique P. Molina

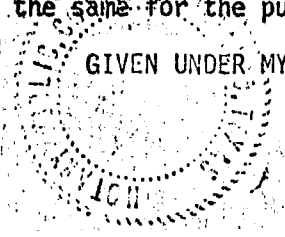
Amalia Molina
Amalia Molina

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Enrique P. Molina & Amalia Molina known to me to be the persons who names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of Jan, 1974



JOE A. CHAPA
Notary Public for Hidalgo County
LINN, TEXAS

14608

FILED FOR RECORD THIS DATE
At 5:42 o'clock P.M.

JUN 24 1974

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By S. D. Hoels Deputy

909 Johnson

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

RIGHT-OF-WAY EASEMENT

14609

250

KNOW ALL MEN BY THESE PRESENT: That Roman V. Lopez, whose wife is Lilia G. Lopez hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

The South 25 acres of Share 1, of the Vela Subdivision of Tract 115, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 6, page 32, Map Records, Hidalgo County, Texas

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Mechanic's Lien from Roman V. Lopez and wife, Lilia G. Lopez to A. A. Aldrich, recorded in Volume 117, p. 511, Mechanic's Lien Records.

Mechanic's Lien from Roman V. Lopez and wife, Lilia Lopez and Pablo R. Cantu and wife, Naida Cantu to Jose Iglesias and assigned to Valley Federal Savings and Loan Association, dated August 11, 1969, recorded in Volume 160 p. 379, Mechanic's Lien Records.

Easement to Central Power and Light Co. recorded in Vol. 329 p. 593, Vol. 329 p. 595 and in Vol. 338 p. 5, Deed Records

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 29 day of December, 1972.

Roman V. Lopez
Roman V. Lopez
Lilia G. Lopez
Lilia G. Lopez

B 17

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

RIGHT-OF-WAY EASEMENT

153
14611

KNOW ALL MEN BY THESE PRESENT: That Antonio H. Vela and wife, Maria De Jesus R. Vela hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

All of Share 2, containing 10 acres, and all of Share 3, containing 24.34 acres, EXCEPT 0.92 acre off the West end of said Shares 2 & 3 conveyed to the State of Texas on April 23, 1935, in Volume 402 p. 302, Deed Records, Hidalgo County, Texas, of the Vela Subdivision of Tract 115, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 6 p. 32, Map Records, Hidalgo County, Texas.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Easements to Central Power and Light Company recorded in Vol. 329 p. 593, Vol. 329 p. 595 and in Vol. 338 p. 5, Deed Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the ____ day of _____, 1972.

Antonio H. Vela
Antonio H. Vela

Maria De Jesus R. Vela
Maria De Jesus R. Vela

NEW JERSEY
THE STATE OF TEXAS }
MORRIS
COUNTY OF HIDALGO }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19 day of Jan, 1972.

Cecilia Kuehn
Notary Public in and for Hidalgo County

Texas

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 22, 1974

14611

FILED FOR RECORD THIS DATE
At 5:45 o'clock P.M.

JUN 24 1974

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. Deha Deputy

GW Johnson

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

RIGHT-OF-WAY EASEMENT

14612

KNOW ALL MEN BY THESE PRESENT: That Amadeo M. Vela and wife, Clotilde C. Vela

hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

All of Share 4, containing 36.78 acres, more or less, of the Vela Subdivision of Tract 115, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 6 p. 32, Map Records, Hidalgo County, Texas, EXCEPT 1.07 acres conveyed to the State of Texas on April 20, 1935, in Volume 399 p. 550, Deed Records, Hidalgo County, Texas.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Easements to Central Power and Light Company recorded in Vol. 329 p. 593, Vol. 329 p. 595, & Vol. 338 p. 5, Deed Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 28th day of Dec, 1972.

Amadeo M. Vela
Amadeo M. Vela

Clotilde C. Vela
Clotilde C. Vela

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of Dec, 1972.

Notary Public in and for Hidalgo County
Texas

14612

FILED FOR RECORD THIS DATE
At 5:46 o'clock P.M.

JUN 24 1974

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. Ochoa Deputy

Qw Johnson

THE STATE OF TEXAS
COUNTY OF HIDALGO

RIGHT-OF-WAY EASEMENT

14613

150

KNOW ALL MEN BY THESE PRESENT: That G. D. Guerra, a/k/a Guillermo Guerra, whose wife is Fedora Guerra hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

All of Tract 120, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 10 pp. 58-60, Map Records, Hidalgo County, Texas, EXCEPT 4.09 acres in Railroad right-of-way off the West side of Tract 120, and EXCEPT that part of Tract 120 lying East of U.S. Highway No. 281 out of the Northeast corner of Tract 120.

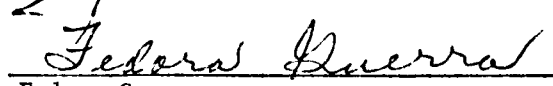
together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Deed of Trust from G. D. Guerra, a/k/a Guillermo Guerra and wife, Fedora Guerra to Herbert H. Decker, Trustee for The Federal Land Bank of Houston, recorded in Volume 574 p. 624, Deed of Trust Records.

Easements in favor of Southwestern Bell Telephone Company recorded in Volume 401 p. 564, Volume 565 p. 128 and in Volume 778 p. 130, Deed Records.

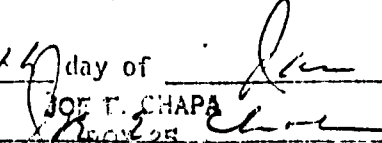
IN WITNESS WHEREOF the said Grantors have executed this instrument this the 9th day of June, 1972.


G. D. Guerra, a/k/a Guillermo Guerra

Fedora Guerra

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of June, 1972.


JOE T. CHAPA
Notary Public in and for Hidalgo County
Texas

B-21

245

14613

FILED FOR RECORD THIS DATE
At 5:47 o'clock 2 M.

JUN 24 1974

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. Deha Deputy

QW Johnson

THE STATE OF TEXAS }
23 COUNTY OF HIDALGO }

RIGHT-OF-WAY EASEMENT

14614

250

KNOW ALL MEN BY THESE PRESENT: That Librada Galvan hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged; do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

The South 7.0 acres of Tract 122, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 10, pp. 58-60 inclusive, Hidalgo County Map Records, more particularly described as Beginning at Southwest corner of Tract 122; Thence North 18 deg. East 247.1 feet; Thence East 1171.5 feet to East line of Tract 122; Thence South 19 deg. East 70.9 feet; Thence South 10 deg. East 195 feet to Southeast corner of Tract 122; Thence West 1310.5 feet to point of beginning, containing 7.0 acres more or less.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Vendor's Lien Note executed by Librada Galvan payable to Wm. T. Burch, recorded in Volume 1250 p. 236, Deed Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 27th day of December, 1972.

Librada Galvan
Librada Galvan

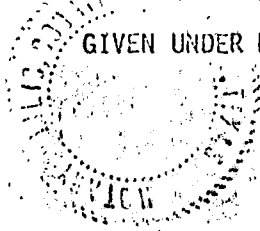
B-22

247

COUNTY OF HIDALGO }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Librada Galvan 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of Dec, 1972.



JOE E. CHAVEZ
Notary Public in and for Hidalgo County
TEXAS

Geo Johnson

FILED FOR RECORD THIS DATE
At 5:48 o'clock PM.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. O. Sosa Deputy

14614

THE STATE OF TEXAS
23
COUNTY OF HIDALGO

RIGHT-OF-WAY EASEMENT

14615

250

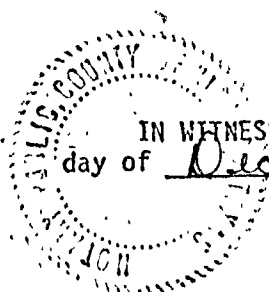
KNOW ALL MEN BY THESE PRESENT: That Jacinto Ramirez, whose wife is Sofia S. Ramirez hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged; do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

All of Tract 122, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 10 pp. 58-60, Map Records, Hidalgo County, Texas, EXCEPT the South 7.0 acres which 7 acre tract is described as Beginning at Southwest corner of Tract 122; Thence North 18 deg. East 247.1 feet; Thence East 1171.5 feet to East line of Tract 122; Thence South 19 deg. East 70.9 feet; Thence South 10 deg. East 195 feet to Southeast corner of Tract 122; Thence West 1310.5 feet to point of beginning, containing 7.0 acres, more or less.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

None



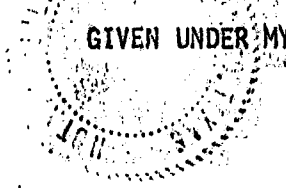
IN WITNESS WHEREOF the said Grantors have executed this instrument this the 22nd day of December, 1972.

Jacinto Ramirez
Jacinto Ramirez
Sofia S. Ramirez
Sofia S. Ramirez

B-23

COUNTY OF HIDALGO I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jacinto Ramirez, Sofia S. Ramirez known to me to be the persons who names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of Dec, 1972.

[Signature]
Notary Public in and for Hidalgo County
Texas

[Signature]

FILED FOR RECORD THIS DATE
At 5:49 o'clock P.M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By [Signature] Deputy

14615

25 THE STATE OF TEXAS
COUNTY OF HIDALGO

RIGHT-OF-WAY EASEMENT

14616

KNOW ALL MEN BY THESE PRESENT: That E. Lee Williams and wife, Inez Williams hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged; do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

All of Tract 127, San Salvador del Tule Grant, Hidalgo County, Texas according to Map recorded in Volume 10 pp. 58-60 inclusive, Hidalgo County, Texas, EXCEPT one (1) acre described as Beginning at East line of Tract 127 and Centerline of Farm to Market Road 490; Thence North 524.4 feet to point of beginning; Thence, North 235.45 feet; Thence West 185 feet; Thence South 235.45 feet; Thence East 185 feet to point of beginning, containing 1 acre, more or less.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Vendor's Lien Note executed by E. Lee Williams and wife, Inez Williams payable to La Coma The Red Gate Corporation, recorded in Volume 1298 p. 583, Deed Records, which Note was assigned to The First National Bank of McAllen, in Volume 1300 p. 495, Deed Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 28th day of Dec, 1972.

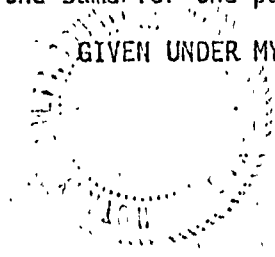
E. Lee Williams
E. Lee Williams
Inez Williams
Inez Williams

11-24

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared E. Lee Williams, Inez Williams 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of Dec, 1972.

 JOE E. CHAPA
Notary Public in and for Hidalgo County
LIN... TEXAS

g w Jarama

FILED FOR RECORD THIS DATE
At 5:50 o'clock PM
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. D. Salas Deputy

14616

THE STATE OF TEXAS }
COUNTY OF HIDALGO } 1

RIGHT-OF-WAY EASEMENT

14617

250-

KNOW ALL MEN BY THESE PRESENT: That Alicia Alamia Rodriguez hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

All of Tract 118, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 10 pp. 58-60 inclusive, Map Records, Hidalgo County, Texas, EXCEPT 281.62 acres out of the Northwest part of Tract 118 lying West of Railroad and EXCEPT the South 128.5 acres of Tract 118, lying West of the Railroad.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Deed of Trust from Alicia Alamia Rodriguez and husband, Amador C. Rodriguez to Hal Weatherford, Trustee for The Federal Land Bank of Houston, recorded in Volume 481 p. 635, Deed of Trust Records.

Right of Way Easement from Alicia Alamia Rodriguez and husband, Amador Rodriguez to John S. Whitewood, for roadway, dated January 7, 1956, recorded in Volume 851 p. 345, Deed Records, Hidalgo County, Texas, Beginning at the intersection of the Southeast corner of Tract 118, at the intersection of U.S. Highway 281, which is also the Southeast corner of the North 512.5 acre tract for the Southeast corner hereof; Thence West along the South line of Tract 118 and the North line of Tract 127, 2951.6 feet to the West right of way line of Railroad; Thence North with & along the West line a distance of 30 feet to point for the Northwest corner hereof; Thence East and parallel with the South line of Tract 118, 2951.6 feet to the West right of way line of U.S. Highway 281, for the Northeast corner of this tract; Thence South with and along the West right of way line of U.S. Highway 281, 30 feet to the point of beginning, being the South 30 feet of Tract 118, East of Railroad.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 27th day of Feb, 1972.

Alicia A. Rodriguez
Alicia Alamia Rodriguez

B-25

253

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Alicia Alamia Rodriguez known to me to be the persons who names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of Feb, 1972

JOE E. CHAPA

Notary Public in and for Hidalgo County
LINN, TEXAS

92 Chapa

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. O. Chapa
Deputy

JUN 24 1974

FILED FOR RECORD THIS DATE
At 5:51 o'clock P.M.

14617

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

RIGHT-OF-WAY EASEMENT

14618

KNOW ALL MEN BY THESE PRESENT: That L. M. B. Corporation, a Texas corporation hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged; do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

One (1) acre out of Tract 127, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 10, pp. 58-60 inclusive, Hidalgo County, Texas, more particularly described as follows, to-wit:
Beginning at East line of Tract 127 and Centerline of Farm to Market Road 490; Thence North 524.4 feet to point of beginning; Thence North 235.45 feet; Thence West 185 feet; Thence South 235.45 feet; Thence East 185 feet to point of beginning, containing 1 acre, more or less.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

None

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 2nd day of January, 1973

L. M. B. CORPORATION, a Texas corporation

By: Lloyd M. Bentsen
Lloyd M. Bentsen, President

B-26

255

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Lloyd M. Bentsen, President of L. M. B. Corporation known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said L. M. B CORPORATION, a Texas corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of January A. D. 1973.

(L. S.)

844—The Odess Company, Publishers—Dallas

Notary Public in and for

Hidalgo

County, Texas.

Alma E. Waugh

ALMA E. WAUGH

Joe Johnson

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By *B. D. Salas* Deputy

JUN 24 1974

FILED FOR RECORD THIS DATE
At 3:52 o'clock P. M.

14618

10
THE STATE OF TEXAS
COUNTY OF HIDALGO

RIGHT-OF-WAY EASEMENT

14634

150

KNOW ALL MEN BY THESE PRESENT: That James L. Carson

hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

Lot 2, containing 191.44 acres, more or less, of the John B. Puckett Subdivision of Tract 96, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 6, page 30, Map Records, Hidalgo County, Texas.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Vendor's Lien Note executed by James L. Carson payable to Lucile Patterson, feme sole, recorded in Volume 1301, page 271, Deed Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 13TH day of JANUARY, 1972³

James L. Carson
James L. Carson

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared James L. Carson 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13TH day of JANUARY, 1972³
Boone S. Slusher
Notary Public in and for Hidalgo County
Texas

8-2

287

14634

FILED FOR RECORD THIS DATE
At 6:09 o'clock P.M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. Deha Deputy

Q W Johnson

150

That part of Lots 4 and 5 lying East of Railroad of the John B. Puckett Subdivision of Tract 96, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 6, page 30, Map Records, Hidalgo County, Texas

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

NONE

[illegible]

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 28th. day of March, ~~1972~~ 1973


Gordon Van Liew

THE STATE OF TEXAS
COUNTY OF ~~HIDALGO~~
HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gordon Van Liew 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of March, 1972-
1973

Erlyn Lisbony Erlyn Lisbony
Notary Public in and for Hidalgo County
Texas Harris

23

289

14635

FILED FOR RECORD THIS DATE
At 6:10 o'clock P.M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By P. D. [Signature] Deputy

JW Johnson

THE STATE OF TEXAS
COUNTY OF HIDALGO

RIGHT-OF-WAY EASEMENT

14636

Irene V. Alaniz

Aida Villarreal, Aurora V. Medina, Dora V. Lopez, Sara

KNOW ALL MEN BY THESE PRESENT: That V. Hernandez, Guadalupe V. Mendoza, Eleuterio Villarreal, Jr. Anita Villarreal, hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

12.92 acres more or less out of a 33.51 acre tract of Lot 7, of the John B. Puckett Sub-division of Tract 96, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 6, page 30, Map Records, Hidalgo County, Texas, being all of the East 15.51 acres of said 33.51 acre tract, which 33.51 acre tract is that part of the South 103.50 acres which lies East of the East line of the Railroad, SAVE AND EXCEPT 2.59 acres thereof owned by Baltazar A. Villarreal and Cirilo E. Villarreal.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

None

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 27th day of Feb, 1972

Aida Villarreal
Aida Villarreal

Dora V. Lopez
Dora V. Lopez

Guadalupe V. Mendoza
Guadalupe V. Mendoza

Anita Villarreal
Anita Villarreal

Aurora V. Medina
Aurora V. Medina

Sara V. Hernandez
Sara V. Hernandez

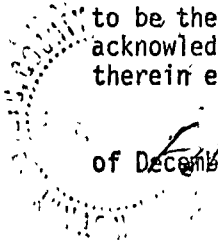
Eleuterio Villarreal, Jr.
Eleuterio Villarreal, Jr.

Irene V. Alaniz
Irene V. Alaniz

THE STATE OF TEXAS |
COUNTY OF HIDALGO |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared AIDA VILLARREAL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

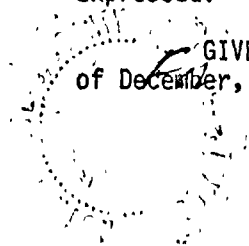
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of December, 1972.


JOE E. CHAPA
Notary Public in and for Hidalgo
County, Texas
Box 25
INN. TEXAS

THE STATE OF TEXAS |
COUNTY OF HIDALGO |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared DORA V. LOPEZ, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

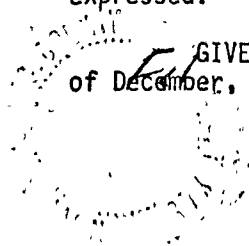
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of December, 1972.


JOE E. CHAPA
Notary Public in and for Hidalgo
County, Texas
Box 25
INN. TEXAS

THE STATE OF TEXAS |
COUNTY OF HIDALGO |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared GUADALUPE V. MENDOZA known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

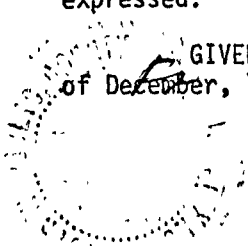
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of December, 1972.


JOE E. CHAPA
Notary Public in and for Hidalgo
County, Texas
Box 25
INN. TEXAS

THE STATE OF TEXAS |
COUNTY OF HIDALGO |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ANITA VILLARREAL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of December, 1972.


JOE E. CHAPA
Notary Public in and for Hidalgo
County, Texas
Box 25
INN. TEXAS

D-5

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared AURORA V. MEDINA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24 day of December, 1972.

JOE E. CHAPA
Notary Public in and for Hidalgo
County, Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared SARA V. HERNANDEZ, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24 day of December, 1972.

JOE E. CHAPA
Notary Public in and for Hidalgo
County, Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ELEUTERIO VILLARREAL, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24 day of December, 1972.

JOE E. CHAPA
Notary Public in and for Hidalgo
County, Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared IRENE V. ALANIZ, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24 day of December, 1972.

JOE E. CHAPA
Notary Public in and for Hidalgo
County, Texas

14636

FILED FOR RECORD THIS DATE
At 2:11 o'clock p M.

JUN 24 1974

SANTOS SALDIVA
County Clerk, Hidalgo County, Texas
By B. Ochoa Deputy

QW Johnson

2.50

RECEIVED

14637

FEB 8 1973

GRANT OF EASEMENT

General Land Office

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans' Land Act)

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans' Land Board hereby grants to North Alamo Water Supply Corporation, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to-wit: A water line, water valves, hydrants and other appurtenances to a waterworks system, including distributing lines, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from J. M. Fountain, to the Veterans' Land Board and recorded in Vol. 692, Page 406, of the Deed Records of Hidalgo County, Texas, to which reference is made for a full and complete description. Said right-of-way being 15 feet wide, being 7 1/2 feet over and on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to-wit:

Said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way), described as follows, to-wit: All of Block 1, and the South 6.50 acres of Block 2, Fountain Subdivision Hidalgo County, Texas, according to Map recorded in Volume 9, page 59, Map Records of said County.

(2) Said right-of-way for said line is 46.5 rods in length and the grantee hereby agrees to pay to the Chairman of the Veterans' Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of \$ (Donated). Such amount is to be applied by the Veterans' Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans' Land Board such amount will be applied for the benefit of the fund designated by law.

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans' Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line, and not for any other purpose. The grantee agrees to occupy the land only to the extent and for the length of time necessary when constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

BL. 267-1

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A-1

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line, or oil pipeline, gas pipeline, sulphur pipeline, or other electric or pipeline, unless the same is specifically provided for in the first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline along side of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans' Land Board; and if this contract is for a telephone, telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of the Veterans' Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of live stock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of live stock or farming in the usual manner except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structures constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans' Land Board for the benefit of the grantor's account or the fund designated by law, in case of forfeiture, the amount of actual damage done to fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided, that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that said land will be as nearly as possible in the same condition it was before the grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall become property of the grantor herein as additional rental therefor.

(10) Other conditions: (If none - please so indicate)

RECEIVED

FEB 8 1973

General Land Office

(11) The terms and conditions hereof shall be binding upon the parties, their heirs, executors, administrators, legal representatives, successors and assigns, respectively.

In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Chairman of the Veterans' Land Board executed his approval hereon.

Chapman O. Farrar
(Veteran-Purchaser)
Chapman O. Farrar

APPROVED THIS 5th day of March, 1973.

Bob Armstrong
Bob Armstrong
Chairman
CHAIRMAN VETERANS' LAND BOARD
OF THE STATE OF TEXAS

Approved As To: Contents ap
Legal WM
Execution ap

ACKNOWLEDGMENT - SINGLE

STATE OF TEXAS
COUNTY OF HIDALGO DALLAS

Before me, W. PENDERGRASS, the undersigned authority, on this day personally appeared Chapman O. Farrar, known to me to be the person (s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Given under my hand and seal of office this 11th day of JANUARY, 1978

W. PENDERGRASS
Notary Public in and for Hidalgo DALLAS
County, Texas

ACKNOWLEDGMENT-HUSBAND AND WIFE JOINTLY

STATE OF TEXAS
COUNTY OF _____

Before me, _____, the undersigned authority, on this day personally appeared _____, and _____, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said _____ acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said _____, wife of the said _____, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____, 19____.

Notary Public in and for _____
County, Texas

- 3 -

BL-1064-28

11 1

297

14637

C.O. Favar
3636 Urban Ave
Dallas Texas

FILED FOR RECORD THIS DATE
At 6:12 o'clock P.M.

JUN 24 1974

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. Ochoa Deputy

9W Johnson

14638

RECEIVED

FEB 8 1973

General Land Office

GRANT OF EASEMENT

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans' Land Act)

STATE OF TEXAS

COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans' Land Board hereby grants to North Alamo Water Supply Corporation, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to-wit: A water line, water valves, hydrants and other appurtenances to a waterworks system, including distributing lines, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from J. M. Fountain to the Veterans' Land Board and recorded in Vol. 692, Page 379, of the Deed Records of Hidalgo County, Texas, to which reference is made for a full and complete description. Said right-of-way being 15 feet wide, being 7 1/2 feet over and on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to-wit:

Said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way), described as follows, to-wit:

The North 33.52 acres of Block 2, and the South 13 acres of Block 3, Fountain Subdivision, Hidalgo County, Texas, according to Map recorded in Volume 9, page 59, Map Records of said County

(2) Said right-of-way for said line is 46.5 rods in length and the grantee hereby agrees to pay to the Chairman of the Veterans' Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of \$ (Donated). Such amount is to be applied by the Veterans' Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans' Land Board such amount will be applied for the benefit of the fund designated by law.

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans' Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line, and not for any other purpose. The grantee agrees to occupy the land only to the extent and for the length of time necessary when constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

BL 267-1

(17)

A-2

299

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line, or oil pipeline, gas pipeline, sulphur pipeline, or other electric or pipeline, unless the same is specifically provided for in the first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline along side of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans' Land Board; and if this contract is for a telephone, telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of the Veterans' Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of live stock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of live stock or farming in the usual manner except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structures constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans' Land Board for the benefit of the grantor's account or the fund designated by law, in case of forfeiture, the amount of actual damage done to fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided, that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that said land will be as nearly as possible in the same condition it was before the grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall become property of the grantor herein as additional rental therefor.

(10) Other conditions: (If none - please so indicate)

FEB 8 1973

General Land Office

Chapman O. Farrar
(Veteran-Purchaser)
Chapman Oscar Farrar

Bob Armstrong
Bob Armstrong
Chairman
CHAIRMAN VETERANS' LAND BOARD
OF THE STATE OF TEXAS

Approved _____
As To: Contents etc?
Legal *mk*
Execution *re*

STATE OF TEXAS
COUNTY OF DALLAS
MIDALGO

Given under my hand and seal of office this 11th day of JANUARY, 19 73

W. FENDER GRASS
Notary Public in and for Hidalgo
County, Texas DALLAS

STATE OF TEXAS
COUNTY OF

Given under my hand and seal of office, this _____ day of _____, 19__.

- 3 -

1/2

301

14638

C.O. Farrar
3636 Urban Ave
Dallas, Texas.

FILED FOR RECORD THIS DATE
At 6:13 o'clock P.M.

JUN 24 1974

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By H. O. Sosa Deputy

9 W Johnson

THE STATE OF TEXAS
COUNTY OF HIDALGO

RIGHT-OF-WAY EASEMENT

3 - 12/12/72

14639

KNOW ALL MEN BY THESE PRESENT: That ELMER LITTLETON

hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

The North 27.04 acres of Block 3, and the South 19.5 acres of Block 4, Fountain Subdivision, Hidalgo County, Texas, according to Map recorded in Volume 9, page 59, Map Records of Said County.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

None

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 2nd day of Jan, 1972

Elmer Littleton
Elmer Littleton

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ELMER LITTLETON, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of Jan, 1972

Notary Public in and for Hidalgo County Texas

14639

FILED FOR RECORD THIS DATE
At 6:14 o'clock p M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. Ochoa Deputy

q w Johnson

14640

RECEIVED ✓

JAN 20 1973

General Land Office

GRANT OF EASEMENT

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans' Land Act)

STATE OF TEXAS

COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans' Land Board hereby grants to North Alamo Water Supply Corporation, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to-wit: A water line, water valves, hydrants and other appurtenances to a waterworks system, including distributing lines, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from J. M. Fountain, et al to the Veterans' Land Board and recorded in Vol. 704, Page 581, of the Deed Records of Hidalgo County, Texas, to which reference is made for a full and complete description. Said right-of-way being 15 feet wide, being 7 1/2 feet over and on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to-wit:

Said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way), described as follows, to-wit:

The North 20.55 acres of Block 4, Fountain Subdivision, Hidalgo County Texas, according to Map recorded in Volume 9, page 59, Map Records of said county.

(2) Said right-of-way for said line is _____ rods in length and the grantee hereby agrees to pay to the Chairman of the Veterans' Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of \$ (Donated). Such amount is to be applied by the Veterans' Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans' Land Board such amount will be applied for the benefit of the fund designated by law.

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans' Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line, and not for any other purpose. The grantee agrees to occupy the land only to the extent and for the length of time necessary when constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

DL 267-1

305

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line, or oil pipeline, gas pipeline, sulphur pipeline, or other electric or pipeline, unless the same is specifically provided for in the first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline along side of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans' Land Board; and if this contract is for a telephone, telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of the Veterans' Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of live stock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of live stock or farming in the usual manner except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structures constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans' Land Board for the benefit of the grantor's account or the fund designated by law, in case of forfeiture, the amount of actual damage done to fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided, that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that said land will be as nearly as possible in the same condition it was before the grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall become property of the grantor herein as additional rental therefor.

(10) Other conditions: (If none - please so indicate)

(11) The terms and conditions hereof shall be binding upon the parties, their heirs, executors, administrators, legal representatives, successors and assigns, respectively. JAN 20 1973
General Land Office

In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Chairman of the Veterans' Land Board executed his approval hereon.

Pablo Vela
(Veteran-Purchaser)
Pablo Vela

APPROVED THIS 12th day of February, 1973.

Bob Armstrong
Bob Armstrong
Chairman
CHAIRMAN VETERANS' LAND BOARD
OF THE STATE OF TEXAS

Approved
As To: Contents dp
Legal wp
Execution dp

ACKNOWLEDGMENT - SINGLE

STATE OF TEXAS Y
Y
COUNTY OF HIDALGO Y

Before me, _____, the undersigned authority, on this day personally appeared Pablo Vela, known to me to be the person (s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15th day of Dec, 1972

JOE E. CHAPA
Notary Public in and for Hidalgo
County, Texas

ACKNOWLEDGMENT-HUSBAND AND WIFE JOINTLY

STATE OF TEXAS Y
Y
COUNTY OF _____ Y

Before me, _____, the undersigned authority, on this day personally appeared _____, and _____, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said _____ acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said _____, wife of the said _____, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____, 19____.

Notary Public in and for _____
County, Texas

- 3 -

BL-1064-28

14640

FILED FOR RECORD THIS DATE
At 6:15 o'clock P M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. O. R. B. A. Deputy

GW Johnson

14641

RECEIVED
JAN 20 1973

General Land Office

GRANT OF EASEMENT

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans' Land Act)

STATE OF TEXAS

COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans' Land Board hereby grants to North Alamo Water Supply Corporation, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to-wit: A water line, water valves, hydrants and other appurtenances to a waterworks system, including distributing lines, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from J. M. Fountain, et al to the Veterans' Land Board and recorded in Vol. 704, Page 589, of the Deed Records of Hidalgo County, Texas, to which reference is made for a full and complete description. Said right-of-way being 15 feet wide, being 7 1/2 feet over and on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to-wit:

Said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way), described as follows, to-wit:
All of Block 6, containing 40.08 acres, more or less, of the Fountain Subdivision, Hidalgo County, Texas, according to Map recorded in Volume 9, page 59, Map Records of said County.

(2) Said right-of-way for said line is _____ rods in length and the grantee hereby agrees to pay to the Chairman of the Veterans' Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of \$ (Donated). Such amount is to be applied by the Veterans' Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans' Land Board such amount will be applied for the benefit of the fund designated by law.

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans' Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line, and not for any other purpose. The grantee agrees to occupy the land only to the extent and for the length of time necessary when constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

BL 267-1

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line, or oil pipeline, gas pipeline, sulphur pipeline, or other electric or pipeline, unless the same is specifically provided for in the first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline along side of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans' Land Board; and if this contract is for a telephone, telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of the Veterans' Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of live stock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of live stock or farming in the usual manner except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structures constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans' Land Board for the benefit of the grantor's account or the fund designated by law, in case of forfeiture, the amount of actual damage done to fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided, that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that said land will be as nearly as possible in the same condition it was before the grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall become property of the grantor herein as additional rental therefor.

(10) Other conditions: (If none - please so indicate)

RECEIVED

(11) The terms and conditions hereof shall be binding upon the parties, their heirs, executors, administrators, legal representatives, successors and assigns, respectively. JAN 20 1973

General Land Office

In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Chairman of the Veterans' Land Board executed his approval hereon.

John L. Saulsbury
(Veteran-Purchaser)
John L. Saulsbury

APPROVED THIS 12th day of February, 1973.

Bob Armstrong
Chairman
CHAIRMAN VETERANS' LAND BOARD
OF THE STATE OF TEXAS

Approved
As To: Contents ap
Legal wn
Execution ap

ACKNOWLEDGMENT - SINGLE

STATE OF TEXAS

COUNTY OF HIDALGO Harris

Before me, Clazina Jordan, the undersigned authority, on this day personally appeared John L. Saulsbury, known to me to be the person (s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28th day of December, 1972

CLAZINA JORDAN

Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

Clazina Jordan
Notary Public in and for Hidalgo Harris
County, Texas

ACKNOWLEDGMENT-HUSBAND AND WIFE JOINTLY

STATE OF TEXAS

COUNTY OF _____

Before me, _____, the undersigned authority, on this day personally appeared _____, and _____, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said _____ acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said _____, wife of the said _____, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____, 19____.

Notary Public in and for _____
County, Texas

- 3 -

BL-1064-28

126

311

14641

FILED FOR RECORD THIS DATE
At 6:16 o'clock P.M.

JUN 24 1974

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By P. S. Saldana Deputy

QW Johnson

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

RIGHT-OF-WAY EASEMENT

14642

150

KNOW ALL MEN BY THESE PRESENT: That MARGARITO HINOJOSA, whose wife, is
BERTA Z. HINOJOSA hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

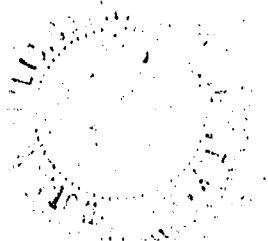
All of Block 7, containing 40.09 acres, more or less, of the Fountain Subdivision Hidalgo County, Texas, according to Map recorded in Volume 9, page 59, Map Records, Hidalgo County, Texas

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Deed of Trust from Margarito Hinojosa and wife, Berta Z. Hinojosa to Ruben R. Cardenas Trustee for Valley Federal Savings and Loan Association, recorded in Volume 563, page 891, Deed of Trust Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 15th day of Dec, 1972.



Margarito Hinojosa
Margarito Hinojosa

Berta Z. Hinojosa
Berta Z. Hinojosa

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MARGARITO HINOJOSA & BERTA HINOJOSA 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of Dec, 1972.

JOE E. CHAPA
Notary Public in and for Hidalgo County
Texas
LINN, TEXAS

313

14642

FILED FOR RECORD THIS DATE
At 2:17 o'clock P.M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. Ochoa Deputy

QW Johnson

14643

✓ 350
RECEIVED
FEB 8 1973
General Land Office

GRANT OF EASEMENT

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans' Land Act)

STATE OF TEXAS

COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans' Land Board hereby grants to North Alamo Water Supply Corporation, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to-wit: A water line, water valves, hydrants and other appurtenances to a waterworks system, including distributing lines, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from J. M. Fountain to the Veterans' Land Board and recorded in Vol. 704, Page 569, of the Deed Records of Hidalgo County, Texas, to which reference is made for a full and complete description. Said right-of-way being 15 feet wide, being 7 1/2 feet over and on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to-wit:

Said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way), described as follows, to-wit:

All of Block 8, containing 40.12 acres, more or less, of the Fountain Subdivision, Hidalgo County, Texas, according to Map recorded in Volume 9, page 59, Map Records, Hidalgo County, Texas

(2) Said right-of-way for said line is 40.0 rods in length and the grantee hereby agrees to pay to the Chairman of the Veterans' Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of \$ (Donated). Such amount is to be applied by the Veterans' Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans' Land Board such amount will be applied for the benefit of the fund designated by law.

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans' Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line, and not for any other purpose. The grantee agrees to occupy the land only to the extent and for the length of time necessary when constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

BL 267-1

A-8

315

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line, or oil pipeline, gas pipeline, sulphur pipeline, or other electric or pipeline, unless the same is specifically provided for in the first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline along side of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans' Land Board; and if this contract is for a telephone, telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of the Veterans' Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of live stock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of live stock or farming in the usual manner except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structures constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans' Land Board for the benefit of the grantor's account or the fund designated by law, in case of forfeiture, the amount of actual damage done to fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided, that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that said land will be as nearly as possible in the same condition it was before the grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall become property of the grantor herein as additional rental therefor.

(10) Other conditions: (If none - please so indicate)

RECEIVED
FEB 8 1973
General Land Office

(11) The terms and conditions hereof shall be binding upon the parties, their heirs, executors, administrators, legal representatives, successors and assigns, respectively.

In witness whereof the grantor has hereunto set his hand and the grantea is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Chairman of the Veterans' Land Board executed his approval hereon.

Ernesto C. Guerra
(Veteran-Purchaser)
Ernesto C. Guerra

APPROVED THIS 28th day of February, 1973.

Bob Armstrong
Bob Armstrong
Chairman
CHAIRMAN VETERANS' LAND BOARD
OF THE STATE OF TEXAS

Approved As To: Contents ap
Legal W
Execution ap

ACKNOWLEDGMENT - SINGLE

STATE OF TEXAS X
COUNTY OF HIDALGO X

Before me, _____, the undersigned authority, on this day personally appeared Ernesto C. Guerra, known to me to be the person (s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of Jan, 19 72

JOE E. CHAPA
Notary Public in and for Hidalgo
County, Texas

ACKNOWLEDGMENT-HUSBAND AND WIFE JOINTLY

STATE OF TEXAS X
COUNTY OF _____ X

Before me, _____, the undersigned authority, on this day personally appeared _____, and _____, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said _____ acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said _____, wife of the said _____, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____, 19____.

Notary Public in and for _____
County, Texas

- 3 -

BL-1064-28

118

317

14643

FILED FOR RECORD THIS DATE
At 12:18 o'clock p.m.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By S. S. S. Deputy

9W Johnson

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

RIGHT-OF-WAY EASEMENT

14644

150

KNOW ALL MEN BY THESE PRESENT: That MARTIN REYES and wife, SOFIA R. REYES

hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

Fountain Subd., Hidalgo Co., Texas
Beginning at Northeast corner of Block 8; Thence West 604 feet; Thence South 100 feet; Thence East 403 feet; Thence North 85 feet; Thence East 201 feet to Highway 281; Thence North 15 feet to the point of beginning.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Mechanic's Lien in favor of Jim Walter Homes, recorded in Volume 166, page 413, Mechanic's Lien Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 15th day of Dec., 1972.

Martin Reyes
Martin Reyes

X Sofia R. Reyes
Sofia R. Reyes

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MARTIN REYES and SOFIA R. REYES 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of Dec., 1972.

JOE E. CHAPA
Notary Public in and for Hidalgo County
LINN, TEXAS

11-9

319

14644

FILED FOR RECORD THIS DATE
At 6:19 o'clock P.M.

JUN 24 1974

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. Ochoa Deputy

q w Johnson

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

RIGHT-OF-WAY EASEMENT

14645

16 - 12/12/72

150

KNOW ALL MEN BY THESE PRESENT: That LEONARDO GUERRA

hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

All of Block 9, containing 40.16 acres, more or less, of the Fountain Subdivision
Hidalgo County, Texas, according to Map recorded in Volume 9, page 59, Map Records,
Hidalgo County, Texas

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

None

Easement from Leonardo Guerra to Tennessee Gas Pipeline Company, recorded in Volume 1311, page 97, Deed Records

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 20 day of Dec, 1972.

Leonardo Guerra
Leonardo Guerra

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LEONARDO GUERRA 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of CHAPA, 1972.

JOE E. CHAPA
Notary Public in and for Hidalgo County
Texas

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321

14645

FILED FOR RECORD THIS DATE
At 6:20 o'clock P. M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. D. Chou Deputy

JW Johnson

THE STATE OF TEXAS |
COUNTY OF HIDALGO |

RIGHT-OF-WAY EASEMENT

14646

150

KNOW ALL MEN BY THESE PRESENT: That EDWARD W. MANN and GERALD E. MANN

hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

All of Block 10, containing 40.03 acres, more or less, of the Fountain Subdivision Hidalgo County, Texas, according to Map recorded in Volume 9, page 59, Map Records, Hidalgo County, Texas

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Vendor's Lien Note in the sum of \$8,000.00 dated June 14, 1971 executed by Edward W. Mann and Gerald E. Mann payable to Rosa M. Trammell Harpel and husband, Luvern Harpel, recorded in Volume 1291 page 343, Deed Records, Hidalgo County.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 6th day of Aug, 1972.

Edward W. Mann
Edward W. Mann

Gerald E. Mann
Gerald E. Mann

THE STATE OF TEXAS |
COUNTY OF HIDALGO |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared EDWARD W. MANN and GERALD E. MANN 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of Aug, 1972

JOE E. CHAPA
Notary Public in and for Hidalgo County, Texas

10 11

323

14646

FILED FOR RECORD THIS DATE
At 6:21 o'clock P.M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. Ochoa Deputy

QW Johnson

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

RIGHT-OF-WAY EASEMENT

14647

150
KNOW ALL MEN BY THESE PRESENT: That GUILLERMO RUTLEDGE and wife, JUANITA RUTLEDGE hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

All of Block 11, containing 39.97 acres, more or less, of the Fountain Subdivision Hidalgo County, Texas, according to Map recorded in Volume 9, page 59, Map Records, Hidalgo County, Texas

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

None

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 15th day of Dec, 1972.

Guillermo Rutledge
Guillermo Rutledge

Juanita Rutledge
Juanita Rutledge ✓

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared GUILLERMO RUTLEDGE & JUANITA RUTLEDGE 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of Dec, 1972.

JOE E. CHAPA
BOX 25
LYNN, TEXAS
Notary Public in and for Hidalgo County
Texas

12

325

14647

FILED FOR RECORD THIS DATE
At 1:22 o'clock P.M.

JUN 24 1974

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. D. Chas Deputy

q w Johnson

13-12/12/72

14648

RECEIVED

FEB 8 1973

GRANT OF EASEMENT

General Land Office

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans' Land Act)

STATE OF TEXAS

COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans' Land Board hereby grants to North Alamo Water Supply Corporation, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to-wit: A water line, water valves, hydrants and other appurtenances to a waterworks system, including distributing lines, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from J. M. Fountain, to the Veterans' Land Board and recorded in Vol. 704, Page 557, of the Deed Records of Hidalgo County, Texas, to which reference is made for a full and complete description. Said right-of-way being 15 feet wide, being 7 1/2 feet over and on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to-wit:

Said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way), described as follows, to-wit:

All of Block 12, containing 19.86 acres, more or less, of the Fountain Subdivision Hidalgo County, Texas, according to Map recorded in Volume 9, page 59, Map Records, Hidalgo County, Texas

(2) Said right-of-way for said line is 30.0 MM rods in length and the grantee hereby agrees to pay to the Chairman of the Veterans' Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of \$ (Donated). Such amount is to be applied by the Veterans' Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans' Land Board such amount will be applied for the benefit of the fund designated by law.

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans' Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line, and not for any other purpose. The grantee agrees to occupy the land only to the extent and for the length of time necessary when constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

BL 267-1

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36 X 33
517-0217

327

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line, or oil pipeline, gas pipeline, sulphur pipeline, or other electric or pipeline, unless the same is specifically provided for in the first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline along side of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans' Land Board; and if this contract is for a telephone, telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of the Veterans' Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of live stock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of live stock or farming in the usual manner except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structures constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans' Land Board for the benefit of the grantor's account or the fund designated by law, in case of forfeiture, the amount of actual damage done to fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided, that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that said land will be as nearly as possible in the same condition it was before the grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall become property of the grantor herein as additional rental therefor.

(10) Other conditions: (If none - please so indicate)

RECEIVED

(11) The terms and conditions hereof shall be binding upon the parties, their heirs, executors, administrators, legal representatives, successors and assigns, respectively. FEB 8 1973

General Land Office

In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Chairman of the Veterans' Land Board executed his approval hereon.

Margarito Hinojosa
(Veteran-Purchaser)
Margarito Hinojosa

APPROVED THIS 5th day of March, 1973

Bob Armstrong
Bob Armstrong
Chairman
CHAIRMAN VETERANS' LAND BOARD
OF THE STATE OF TEXAS

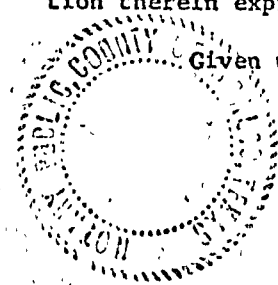
Approved As To: Contents ✓
Legal ✓
Execution ✓

ACKNOWLEDGMENT - SINGLE

STATE OF TEXAS

COUNTY OF HIDALGO

Before me, Margarito Hinojosa, the undersigned authority, on this day personally appeared Margarito Hinojosa, known to me to be the person (s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Given under my hand and seal of office this 15th day of Dec, 1972

JOE E. CHAPA
BOX 25
Notary Public in and for Hidalgo
County, Texas

ACKNOWLEDGMENT-HUSBAND AND WIFE JOINTLY

STATE OF TEXAS

COUNTY OF _____

Before me, _____, the undersigned authority, on this day personally appeared _____, and _____, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said _____ acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said _____, wife of the said _____, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____, 19____.

Notary Public in and for _____
County, Texas

- 3 -

BI.-1064-28

1113

329

14648

FILED FOR RECORD THIS DATE
At 6:23 o'clock P.M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B. De la Deputy

QW Johnson

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

RIGHT-OF-WAY EASEMENT

14659

KNOW ALL MEN BY THESE PRESENT: That MAGIN E. CARRIZALES

hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

The South 5 acres of Lot 11, Block 1, Fresh Water Farms Subdivision, Hidalgo County, Texas, according to Map recorded in Volume 9 page 31, Map Records, Hidalgo County, Texas

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Deed of Trust from Magin E. Carrizales to D. A. "Jack" Magness, Trustee for W. M. Mabry and Mildred Mabry, recorded in Volume 652, page 615, Deed of Trust Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 15th day of Dec, 1972.

Magin E. Carrizales
Magin E. Carrizales

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MAGIN E. CARRIZALES 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of Dec, 1972.
JOE E. CHAPA
Notary Public in and for the State of Texas
Hidalgo County
Texas

353

14659

FILED FOR RECORD THIS DATE
At 6:34 o'clock P.M.

JUN 24 1974

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By P. Ochoa Deputy

JW Johnson

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

RIGHT-OF-WAY EASEMENT

14660

29- 12/12/72

150

KNOW ALL MEN BY THESE PRESENT: That DANIEL CARRIZALES

hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

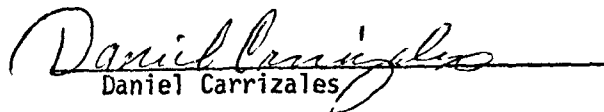
All of Lot 12, Block 1, Containing 10 acres, more or less, Fresh Water Farms Subdivison, Hidalgo County, Texas, according to Map recorded in Volume 9, page 31, Map Records, Hidalgo County, Texas.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Deed of Trust from Daniel Carrizales to John R. Banister, III. Trustee, for W. C. Steed, recorded in Volume 658, page 709, Deed of Trust Records.

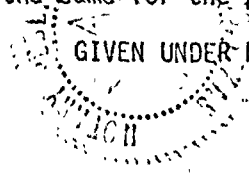
IN WITNESS WHEREOF the said Grantors have executed this instrument this the 20th day of Dec, 1972.


Daniel Carrizales

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared DANIEL CARRIZALES 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 purposes and consideration therein expressed,

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of Dec, 1972.


JOE E. CHAPA
Notary Public in and for Hidalgo County
Texas

355

14660

FILED FOR RECORD THIS DATE
At 6:35 o'clock P.M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By B.D. Jones Deputy

JW Johnson

356

THE STATE OF TEXAS }
12
COUNTY OF HIDALGO }

RIGHT-OF-WAY EASEMENT

30 - 12/12/72 150
14661

KNOW ALL MEN BY THESE PRESENT: That CARL S. WITT and wife, PAULA J. WITT hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

20.82 acres out of Tract 3, John B. Puckett Ranch Subdivison of Tract 96, San Salvador del Tule Grant, Hidalgo County, Texas, said 20.82 acres being the excluded tract shown on Map of Fresh Water Farms Subdivision recorded in Volume 9, page 31, Map Records, Hidalgo County, Texas

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Deed of Trust from Carl S. Witt and wife, Paula J. Witt to Felix L. McDonald, Trustee for Mary S. Puckett, recorded in Volume 656, page 632 of the Deed of Trust Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 8 day of January, 1973.

Carl S. Witt
Carl S. Witt
Paula J. Witt
Paula J. Witt

Oklahoma
THE STATE OF ~~TEXAS~~
Oklahoma
COUNTY OF ~~HIDALGO~~

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, CARL S. WITT AND PAULA J. WITT 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of January, 1973.

Elith J. Smith
Notary Public in and for ~~Hidalgo~~ County
~~Texas~~ Oklahoma

My Commission expires Aug 5, 1974

14661

FILED FOR RECORD THIS DATE
At 6:34 o'clock P.M.

JUN 24 1974

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By P. Ochoa Deputy

JW Johnson

THE STATE OF TEXAS I
COUNTY OF HIDALGO I

RIGHT-OF-WAY EASEMENT

14662

25

KNOW ALL MEN BY THESE PRESENT: That BILL E. ROGERS and ROBERT L. ROGERS

hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

Lots 5 to 8 inclusive, Block 4, Fresh Water Farms Subdivision No. 2, Hidalgo County, Texas, according to Map recorded in Volume 9, page 39, Map Records, Hidalgo County, Texas.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

None

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 15th day of February, 1973

Bill E. Rogers
Bill E. Rogers
Robert L. Rogers
Robert L. Rogers

A
32

359

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Bill Rogers and Robert L. Rogers 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of February, 1973
ROBERT C. WARD
Notary Public in and for Hidalgo County
Texas



Bill Rogers

SANTOS SALLADA
County Clerk, Hidalgo County, Texas
By P. D. Sallada
Deputy

JUN 24 1974

FILED FOR RECORD THIS DATE
At 6:57 o'clock P.M.

14662

STATE OF TEXAS
COUNTY OF HIDALGO

RIGHT-OF-WAY EASEMENT
20823

KNOW ALL MEN BY THESE PRESENT: That Mercedes F. Molina, a feme sole hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the East line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way) on the following described property:

Two (2) acres out of Tract of Share 1, of the Vela Subdivision of Tract 115, San Salvador del Tule Grant, Hidalgo County, Texas, according to Map recorded in Volume 6 p. 32, Map records, Hidalgo County, Texas, said two (2) acres being a strip of land lying immediately South of and adjacent to 4.5 acre tract owned by Isaura M. Alaniz, the East line of which 2 acre tract hereby described is the West Right-of-Way line of present U.S. Highway 281 and is 75 feet in length extending in a Southerly direction along said Right-of-Way line from the Southeast corner of said 4.5 acre tract, said 2 acre tract hereby described extending Westerly from said Right-of-Way line a sufficient distance to comprise 2 acres, the South line thereof being parallel to the South line of said 4.5 acre tract.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Easements in favor of Central Power and Light Company recorded in Volume 329 p. 593 Vol. 329 p. 595 and in Vol. 338 p. 5, Deed Records.

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 15th day of August, 1974.

Mercedes F. Molina
Mercedes F. Molina, a feme sole

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mercedes F. Molina, a feme sole 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of August, 1974.



Betty Wills
Notary Public in and for Hidalgo County
Texas

BETTY WILLS
Notary Public, in and for Hidalgo County, Texas

20823

FILED FOR RECORD THIS DATE
At 1:22 o'clock P. M.

SEP 13 1974

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By J. Espinoza Deputy

ch. & rec.

James W Johnson, Atty.

Charge to: VLTC

VLTC GF# 62,806

698127

STATE OF TEXAS §

COUNTY OF HIDALGO §

EASEMENT DEDICATION
(CITY BOOSTER STATION)

KNOW ALL MEN BY THESE PRESENTS THAT:

ALICIA ALAMIA RODRIGUEZ, hereinafter called ("Grantor") of the County of Hidalgo, State of Texas, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to her in hand paid by the CITY OF EDINBURG, a municipal corporation situated in Hidalgo County, Texas, hereinafter called ("Grantee"), the receipt of which is hereby acknowledged and confessed, has GRANTED, BARGAINED AND CONVEYED, and by these presents does GRANT, BARGAIN AND CONVEY unto Grantee, its successors and assigns, the free and uninterrupted use, liberty and privilege of passage in, along, upon and across that certain tract of land situated in Hidalgo County, Texas, described as follows, to wit:

A tract of land containing a 0.06 of one acre, situated in the County of Hidalgo, Texas, being a part or portion of Tract 118, San Salvador del Tule Grant, according to the plat thereof recorded in Volume 10, Page 56, Hidalgo County Map Records, more fully described in Exhibit "A" attached hereto;

for the purpose of constructing, reconstructing, excavating, digging, maintaining and operating the booster station presently located on the above-described tract of land, together with free ingress and egress at all reasonable times to and from said property described above, for the purpose of doing and performing, or having performed, any and all acts and functions necessary for the orderly constructing, reconstructing, excavating, digging, maintaining and operating the said booster station, together with any and all functions and acts necessary and incident to the constructing, excavating, digging, maintaining and operating of a booster station in, along, over and across the property described above.

Grantee agrees to pay any damages suffered by Grantor, its successors and assigns, caused or arising in whole or in part out of the constructing, reconstructing, excavating, digging, maintaining, operating or existence of its booster station or out of the enjoyment or exercise of this Easement Dedication or any right granted hereunder, save and except such portion or part of any damages which are directly caused by the willful acts or sole negligence of Grantor.

The Easement hereby conveyed shall run with the land and shall forever be a right in and to the land belonging to the City of Edinburg, its successors and assigns in perpetuity, and said Easement shall never be subject to abandonment for lack of use.

TO HAVE AND TO HOLD, all and singular, the easement privilege aforesated, perpetually unto the City of Edinburg, its successors and assigns, this easement being conditioned, however, that the title in and to all oil, gas and other minerals in and under said land shall be and remain vested in the present owner, its heirs and assigns, without, however, any right whatever remaining to the owner(s) of such oil, gas and other minerals of ingress and egress to and from the surface of said land

for the purpose of exploring, drilling, developing or mining of the same. Grantor does hereby bind herself, her heirs, administrators, successors and assigns to Warrant and forever Defend, all and singular, the said premises unto the City of Edinburg, its successors and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this the 26th day of June, 1998.

GRANTOR:

ALICIA ALAMIA RODRIGUEZ

BY: Alicia A. Rodriguez

GRANTEE:

CITY OF EDINBURG

BY: John R. Milford

John R. Milford, City Manager

ATTEST:

BY: Mary Villarreal

Mary Villarreal, City Secretary

APPROVED AS TO FORM:

HIRSCH, SHEINESS & GARCIA, P.L.L.C.

BY: Byron Jay Lewis

Byron Jay Lewis, City Attorney

BJL/co\wpdocs\seasements\aarodriguez

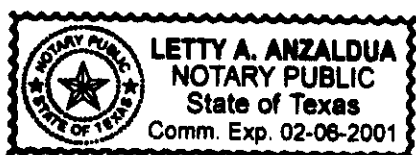
STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ALICIA ALAMIA RODRIGUEZ, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 20th day of June, A.D., 1998.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

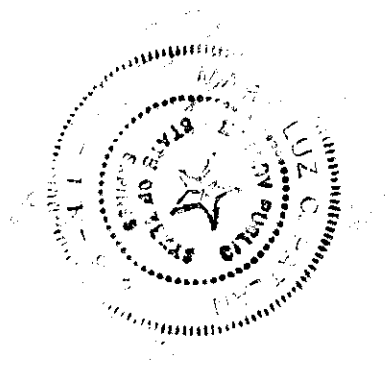
STATE OF TEXAS §

CORPORATE ACKNOWLEDGMENT

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN R. MILFORD, City Manager of the City of Edinburg, Hidalgo County, Texas, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

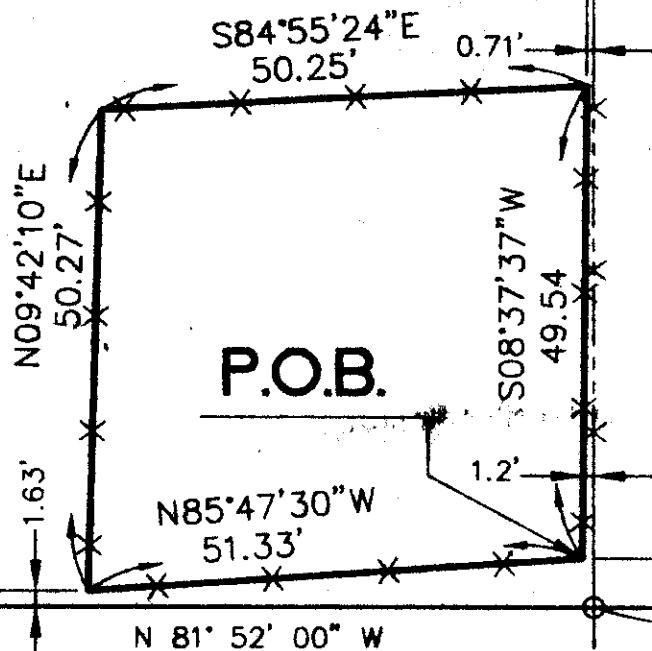
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 27th day of June, A.D., 1998.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

TRACT

118



U.S. HWY. 281

TRACT
127

Plat Showing:
0.06 Ac. Tract of land
out of Tract 118,
San Salvador Del Tule Grant,
Vol. 10, Pg. 58, H.C.M.R.
Hidalgo County, Texas.

LEGEND:
● Found Iron Rod
○ Set Iron Rod



READING BASIS AS PER PLAT
SAN SALVADOR DEL TULE GRANT
VOL. 10, PG. 58, H.C.M.R.

SCALE: 1"=20'

NOTE:
SURVEY IS VALID ONLY IF
PRINT HAS ORIGINAL SEAL
AND SIGNATURE OF SURVEYOR.

I, FRED L. KURTH, A REGISTERED
PROFESSIONAL LAND SURVEYOR, DO HEREBY
CERTIFY THE FOREGOING PLAT TO BE TRUE
AND CORRECT REPRESENTATION OF A CORNER
SURVEY MADE ON THE GROUND ON 5/22/98
UNDER MY DIRECTION AND SUPERVISION
AND WAS NOT INTENDED TO SHOW ANY
IMPROVEMENTS OR EASEMENTS.

FRED L. KURTH, RPLS No. 4750, DATE: 6-4-98



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

DATE: 6-4-98
JOB No. 9800522A.DWG
FILE NAME:
DRAWN BY: J.ATILANO

115 W. MCINTYRE
EDINBURG, TX 78539
PH: (210) 381-0981
FAX: (210) 381-1839
E-MAIL: mhieng@aol.com

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June 4, 1998

**METES AND BOUNDS DESCRIPTION
0.06 OF ONE ACRE OF LAND OUT OF TRACT 118
SAN SALVADOR DEL TULE GRANT
HIDALGO CONTY, TEXAS**

A tract of land containing 0.06 of one acre, situated in the County of Hidalgo, Texas, being a part or portion of TRACT 118, SAN SALVADOR DEL TULE GRANT, according to the plat thereof recorded in Volume 10, Page 58, Hidalgo County Map Records, said 0.06 of one acre also being more particularly described as follows:

BEGINNING at an existing fence corner for the Southeast corner of this tract, said fence corner bears N 08° 05' 56" E a distance of 5.15 feet, and N 81° 52' 00" W a distance of 1.2 feet, from an iron rod set on the North line of said Tract 127, a South line of said Tract 118, and the West right-of-way line of U.S. Highway 281;

THENCE, N 85° 47' 30" W along the general direction of said existing fence, a distance of 51.33 feet to an existing fence corner, for the Southwest corner of this tract;

THENCE, N 09° 42' 10" E along the general direction of said existing fence, a distance of 50.27 feet to an existing fence corner, for the Northwest corner of this tract;

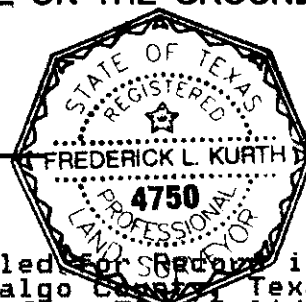
THENCE, S 84° 55' 24" E along the general direction of said existing fence, a distance of 50.25 feet to an existing fence corner, for the Northeast corner of this tract;

THENCE, S 08° 37' 37" W along the general direction of said existing fence, a distance of 49.54 feet the POINT OF BEGINNING, and containing 0.06 of one acre of land, more or less.

I, FRED L. KURTH, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 5/22/98 UNDER MY DIRECTION AND SUPERVISION.

Fred L. Kurth
FRED L. KURTH, R.P.L.S.#4750

6-5-98
DATE:



Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: Aug 03, 1998 at 02:55P

As a
Recording

Document Number: 698127
Total Fees: \$127.00
F:\survey\98005\27.00

Receipt Number - 166259
By,
Flo Chavez



Form ROW-U-Affidavit
(10/20)

Replaces Form ROW-U-1A, ROW-U-1B, or ROW-U-1C

Page 1 of 2

AFFIDAVIT

☐ For Utility Company

☐ For Landowner

☒ For Disinterested Party

U Number: 00003328

Utility ID:

THE STATE OF TEXAS

§

District: Pharr

§

County: Hidalgo

COUNTY OF HIDALGO

§

ROW CSJ No.: 0255-07-140

Highway No.: U.S. Highway 281

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared STEVEN SANCHEZ, who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, STEVEN SANCHEZ am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. My current address is 306, N. ALAMO RD, EDINBURG Texas;
2. I am familiar with the land that is the subject of this Affidavit because the existing water line belonged to North Alamo Water Supply Corporation (reason for knowledge, i.e., Landowner, County Commissioner, Agricultural Agent, Judge, Mayor, District/Area Engineer, or etc.)
3. I have personal knowledge that 4 in. P.V.C utility water pipeline ("Utility") has occupied Fountain Subdivision, Lot 5 east property line area [description of land] for a period of 47 years
4. The Utility has occupied the land by the placing of water pipeline [electric poles and lines, water lines, etc.], and said facilities have been present continuously during the period of the Utility's occupation.
5. The Utility is attesting to ownership, including claims through deeds, etc. ; (For Utility Only)

Further affiant sayeth not."


Signature

General Manager
Title

North Alamo Water Supply
Corporation/Edinburg/Hidalgo
Company/City/County



Individual

State of Texas

County of _____

Subscribed and Sworn To before me on this _____ day of _____, 20____,
by _____.

Notary Public's Signature

Notary's Name (Printed): _____

My commission expires: _____

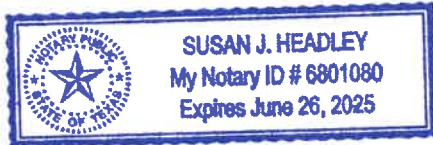
OR

Business Entity

State of Texas Hidalgo

County of _____

Subscribed and Sworn To before me on this 21st day of February, 2023,
by Steven P. Sanchez, General Manager,
of North Alamo Water Supply Corporation [name of utility company], a Texas [state]
[type of company, e.g. LLC, Inc., L.P., etc.].



Susan J. Headley
Notary Public's Signature
Notary's Name (Printed): Susan J. Headley
My commission expires: 06-26-2025

FM 490 to Fm 186 easements

	Date	customer		Legal	Ease doc.	
1	6/24/1974	TIJERINA MARCELINO	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 110	14562	
2	6/24/1974	LANE ESTELLA P	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 110	14561	
3	6/24/1974	GUERRA LUISA	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 110	14563	
4	2/2/1972	ZAMORA JOSE L JR	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 112	14556	
5	6/24/1974	VELA RAFAEL	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 112	14557	
6	12/29/1972	VELA CARMEN LYDIA	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 112	14555	
7	6/24/1974	MC DONALD FELIX L	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 112	14554	
8	12/28/1972	VELA RAFAEL	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 115	14551	vela sub
9	6/24/1974	VELA ANTONIO H	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 115	14611	vela sub
10	6/24/1974	VELA AMADEO M	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 115	14612	vela sub
11	9/13/1974	MOLINA MERCEDES	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 115	20823	vela sub
12	6/24/1974	MOLINA AMALIA	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 115	14608	vela sub
13	6/24/1974	LOPEZ LILIA G	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 115	14609	vela sub
14	6/24/1974	JIMENEZ ESTHER M	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 115	14609	vela sub
15	6/24/1974	CARDENAS ARTURO	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 115	14553	vela sub
16	6/24/1974	CARDENAS ARTURO	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 115	14550	vela sub
17	6/24/1974	ALANIZ ISaura M	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 115	14552	vela sub
18	6/24/1974	RODRIGUEZ ALICIA A	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 118	14617	
19	6/24/1974	GUERRA FEDORA	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 120	14613	
20	6/24/1974	RAMIREZ JACINTO	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 122	14615	
21	6/24/1974	GALVAN LIBRADA	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 122	14614	
22	6/24/1974	WILLIAMS E LEE	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 127	14616	
23	6/24/1974	LMB CORP	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 127	14618	
24	6/24/1974	WITT CARL S	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 96	14661	john puckett sub
25	6/24/1974	VAN LIEW GORDON	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 96	14635	john puckett sub
26	6/24/1974	HINOJOSA LUCAS	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 96	14565	john puckett sub
27	6/24/1974	HINOJOSA ARNALDO	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 96	14566	john puckett sub
28	6/24/1974	HINOJOSA ARNALDO	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 96	14564	john puckett sub

29	6/24/1974	CARSON JAMES L	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 96	14634	john puckett sub
30	6/24/1974	ALANIZ IRENE V	WATER SUPPLY CORP	SAN SALVADOR DEL TULE GRANT Block: NONE Lot: 96	14636	john puckett sub
31	3/5/1973	VETERANS LAND BO	WATER SUPPLY CORP	FOUNTAIN Block: 1 & 2 Lot: PT	14637	Fountian subd
32	6/24/1974	MANN EDWARD W	WATER SUPPLY CORP	FOUNTAIN Block: 10 Lot: PT	14646	Fountian subd
33	6/24/1974	RUTLEDGE GUILLER	WATER SUPPLY CORP	FOUNTAIN Block: 11 Lot: PT	14647	Fountian subd
34	3/5/1973	VETERANS LAND BO	WATER SUPPLY CORP	FOUNTAIN Block: 12 Lot: PT	14648	Fountian subd
35	3/5/1973	VETERANS LAND BO	WATER SUPPLY CORP	FOUNTAIN Block: 2 & 3 Lot: PT	14638	Fountian subd
36	6/24/1974	LITTLETON ELMER	WATER SUPPLY CORP	FOUNTAIN Block: 3 & 4 Lot: PT	14639	Fountian subd
37	6/24/1974	VETERANS LAND BO	WATER SUPPLY CORP	FOUNTAIN Block: 4 Lot: PT	14640	Fountian subd
38	6/24/1974	VETERANS LAND BO	WATER SUPPLY CORP	FOUNTAIN Block: 6 Lot: PT	14641	Fountian subd
39	6/24/1974	HINOJOSA BERTA Z	WATER SUPPLY CORP	FOUNTAIN Block: 7 Lot: PT	14642	Fountian subd
40	6/24/1974	VETERANS LAND (E	WATER SUPPLY CORP	FOUNTAIN Block: 8 Lot: PT	14643	Fountian subd
41	6/24/1974	REYES MARTIN	WATER SUPPLY CORP	FOUNTAIN Block: 8 Lot: PT	14644	Fountian subd
42	6/24/1974	GUERRA LEONARDO	WATER SUPPLY CORP	FOUNTAIN Block: 9 Lot: PT	14645	Fountian subd
43	6/24/1974	ROGERS BILL E	WATER SUPPLY CORP	FRESH WATER FARMS 2 Block: 4 Lot:	14662	Fresh water subd
44	6/24/1974	CARRIZALES MAGIN	WATER SUPPLY CORP	FRESH WATER FARMS Block: 1 Lot: 1	14659	Fresh water subd
45	6/24/1974	CARRIZALES DANIEL	WATER SUPPLY CORP	FRESH WATER FARMS Block: 1 Lot: 1	14660	Fresh water subd

JOSE JR	LONE STAR NATURAL...	EASEMENT	04/24/2019	2019-3601561	--/--/--	SUBDIVISION- NAME: FOUNTAIN SUBD LOT: 13, KETETEN
ALLAN TR...	MAGIC VALLEY ELEC...	EASEMENT	05/11/2016	2016-2711743	--/--/--	Sub-division- Name: FOUNTAIN SUBD Lot: 10
ENTERPR...	AEP TEXAS INC	EASEMENT	10/18/2019	2019-3057568	--/--/--	Sub-division- Name: FOUNTAIN PARK SUBD Lot: 6, Ref
HAPMAN O	JACOBS CHARLES	RIGHT OF WAY	01/21/1960	1960-1506	DR/9...	FOUNTAIN SUBD 20-21
RNANDO	MAGIC VALLEY ELEC...	EASEMENT	07/18/2012	2012-2326710	--/--/--	FOUNTAIN SUBD 00045 00009 0059
EONARDO	TENNECO INC	EASEMENT	02/09/1972	1972-2873	DR/1...	FOUNTAIN SUBD 00009
LAND BO...	NORTH ALAMO WAT...	EASEMENT	06/24/1974	1974-14648	DR/1...	FOUNTAIN SUBD 0012 00009 0059
GUILLER...	NORTH ALAMO WAT...	RIGHT OF WAY EASE...	06/24/1974	1974-14647	DR/1...	FOUNTAIN SUBD 0011 00009 0059
WARD W	NORTH ALAMO WAT...	RIGHT OF WAY EASE...	06/24/1974	1974-14646	DR/1...	FOUNTAIN SUBD 0010 00009 0059
EONARDO	NORTH ALAMO WAT...	RIGHT OF WAY EASE...	06/24/1974	1974-14645	DR/1...	FOUNTAIN SUBD 0009 00009 0059
RNESTO C	NORTH ALAMO WAT...	EASEMENT	06/24/1974	1974-14643	DR/1...	FOUNTAIN SUBD 0008 00009 0059
RTIN	NORTH ALAMO WAT...	RIGHT OF WAY EASE...	06/24/1974	1974-14644	DR/1...	FOUNTAIN SUBD 0008
IBERTIA Z	NORTH ALAMO WAT...	RIGHT OF WAY EASE...	06/24/1974	1974-14642	DR/1...	FOUNTAIN SUBD 0007 00009 0059
LAND BO...	NORTH ALAMO WAT...	EASEMENT	06/24/1974	1974-14641	DR/1...	FOUNTAIN SUBD 0006 00009 0059
LAND BO...	NORTH ALAMO WAT...	EASEMENT	06/24/1974	1974-14640	DR/1...	FOUNTAIN SUBD 0004 00009 0059
N ELMER	NORTH ALAMO WAT...	RIGHT OF WAY EASE...	06/24/1974	1974-14639	DR/1...	FOUNTAIN SUBD 0004 00009 0059
LAND BO...	NORTH ALAMO WAT...	EASEMENT	06/24/1974	1974-14638	DR/1...	FOUNTAIN SUBD 0003 00009 0059
LAND BO...	NORTH ALAMO WAT...	EASEMENT	06/24/1974	1974-14637	DR/1...	FOUNTAIN SUBD 0002 00009 0059
ELOPMENT...	AEP TEXAS CENTRAL...	EASEMENT & R/W	09/02/2005	2005-1516487	--/--/--	FOUNTAIN PLAZA SUBD 00005 00038 0148

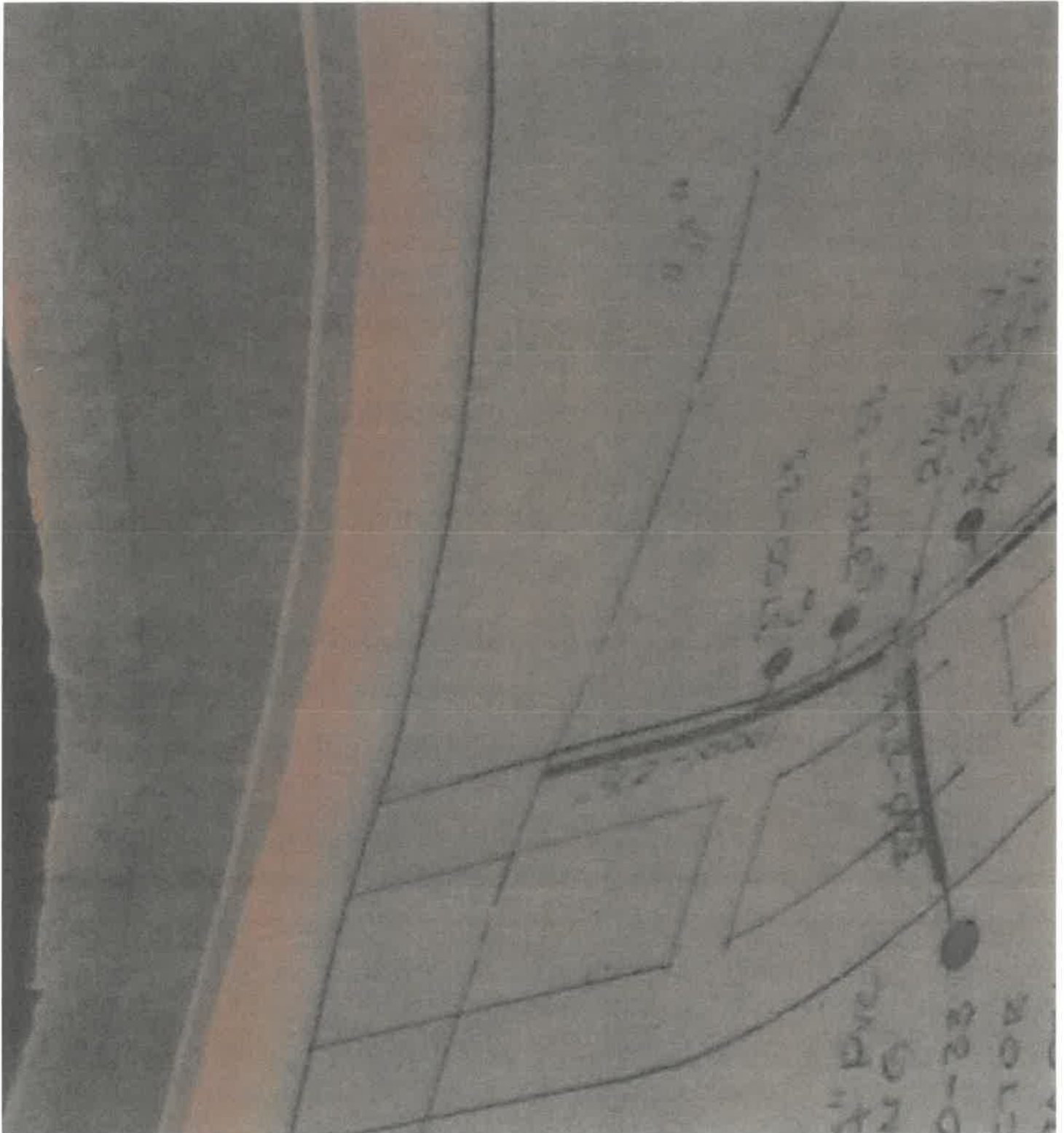
IN SUBD + 11/05/1833-07/2...

Legal Description ▾ Plots Per Page: 50 ▾ [Edit Search Criteria](#)

✓	GRANTOR	GRANTEE	DOC TYPE	RECORDED DATE	DOC NUMBER	B00...	LEGAL DESCRIPTION
2	GARCIA FELIPE JR	MUSTAR GP INC PAR...	RIGHT OF WAY	11/15/2018	2018-2965664	...	Subdivision- Name: FOUNTAIN SUBD, Refe
	VASQUEZ EDWARD G	MUSTAR GP INC PAR...	RIGHT OF WAY	03/11/2019	2019-2994174	-f-f-	Subdivision- Name: FOUNTAIN SUBD Lot: :
	HERNANDEZ DEBOR...	MUSTAR GP INC PAR...	RIGHT OF WAY	11/15/2018	2018-2965657	-f-f-	Subdivision- Name: FOUNTAIN SUBD Lot: :
✓	VASQUEZ GINA MARIE	MUSTAR GP INC PAR...	RIGHT OF WAY	11/01/2018	2018-2962132	...	Subdivision- Name: FOUNTAIN SUBD Lot: :
	GARCIA FELIPE JR	MUSTAR GP INC PAR...	RIGHT OF WAY	11/15/2018	2018-2965665	-f-f-	Subdivision- Name: FOUNTAIN SUBD Lot: :
>	MI RANCHITO RANC...	MUSTAR GP INC PAR...	RIGHT OF WAY	11/15/2018	2018-2965659	-f-f-	Subdivision- Name: FOUNTAIN SUBD Lot: :
>	HINOJOSA LUCAS G	MUSTAR GP INC PAR...	RIGHT OF WAY	11/15/2018	2018-2965661	-f-f-	Subdivision- Name: FOUNTAIN SUBD Lot: :
>	GUZMAN DALINDA V	MUSTAR LOGISTICS LP	RIGHT OF WAY	11/15/2018	2018-2965658	-f-f-	Subdivision- Name: FOUNTAIN SUBD Lot: :
	FOUNTAIN SUZANNE...	AMERICA TOWER LP	EASEMENT	05/20/2019	2019-3015135	...	Subdivision- Name: VALLEY ORCHARDS SU
	DOMINGUEZ NORMA	MAGIC VALLEY ELEC...	EASEMENT	11/06/2018	2018-2963311	-f-f-	Subdivision- Name: FOUNTAIN SUBD, Refe
	RODRIGUEZ JESUS	MAGIC VALLEY ELEC...	EASEMENT	05/23/2018	2018-2918653	-f-f-	Subdivision- Name: FOUNTAIN SUBD Lot: :
	RANCHO REFORMA L...	BUENA FE LLC	EASEMENT	06/13/2018	2018-2923939	...	Subdivision- Name: FOUNTAIN SUBD Lot: :
	VASQUEZ EDWARD G	MAGIC VALLEY ELEC...	EASEMENT	03/03/2017	2017-2792700	-f-f-	Subdivision- Name: FOUNTAIN SUBD Lot: :
	MARTINEZ JOSE JR	LONE STAR NATIONAL...	EASEMENT	04/24/2019	2019-3007361	-f-f-	Subdivision- Name: FOUNTAIN SUBD Lot: :
	MERCADO ALLAN TR...	MAGIC VALLEY ELEC...	EASEMENT	08/11/2016	2016-2711743	...	Subdivision- Name: FOUNTAIN SUBD Lot: :
	LASHANTE ENTERPR...	AEP TEXAS INC	EASEMENT	10/18/2019	2019-3087568	-f-f-	Subdivision- Name: FOUNTAIN SUBD Lot: :
	FARRAR CHAPMAN O	JACOBS CHARLES	RIGHT OF WAY	01/21/1960	1960-1506	DR/9...	FOUNTAIN SUBD 20-21
	QUINN FERNANDO	MAGIC VALLEY ELEC...	EASEMENT	07/18/2012	2012-2326710	-f-f-	FOUNTAIN SUBD 00045 00009 00059
	GUERRA LEONARDO	TENNECO INC	EASEMENT	02/09/1972	1972-2873	DR/1...	FOUNTAIN SUBD 00009
	VETERANS LAND BO...	NORTH ALAMO WAT...	EASEMENT	06/24/1974	1974-14648	DR/1...	FOUNTAIN SUBD 0012 00009 0059
	RUTLEDGE GUILLER...	NORTH ALAMO WAT...	RIGHT OF WAY EASE...	06/24/1974	1974-14647	DR/1...	FOUNTAIN SUBD 0011 00009 0059
	MANN EDWARD W	NORTH ALAMO WAT...	RIGHT OF WAY EASE...	06/24/1974	1974-14646	DR/1...	FOUNTAIN SUBD 0010 00009 0059

jelizondo@nawsc.com

From: Juan Elizondo <jelizondo@nawsc.com>
Sent: Thursday, July 23, 2020 12:18 PM
To: Juan Elizondo
Subject: Western engineers water map





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 19, 2023

CONSENT AGENDA

Agenda Item No: 9.D.

Water Line Access Agreement between the City and Sharyland Water Supply Corporation

1. Agenda Item:

Consider Authorizing the City Manager to Enter into a Waterline Access Agreement with Sharyland Water Supply Corporation to Provide Fire Protection Services to Valencia Trails Phase I Subdivision. [Gerardo Carmona Jr, P.E., Director of Utilities]

2. Description:

This agreement will involve the installation of fire hydrants, and appurtenances to provide fire protection services for Valencia Trails Phase I Subdivision. The property owner/developer will be responsible for the material and installation cost. However, the City will incur maintenance costs.

Valencia Trails Phase I Subdivision is within Sharyland Water Supply Corporation Water Certificate of Convenience and Necessity (CCN) and is located within the City limits.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation to provide fire protection services to Valencia Trails Phase I Subdivision.

Reviewed by:

Gerardo Carmona, Director of Utilities

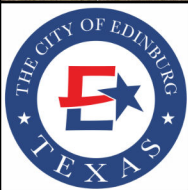
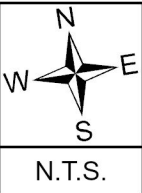
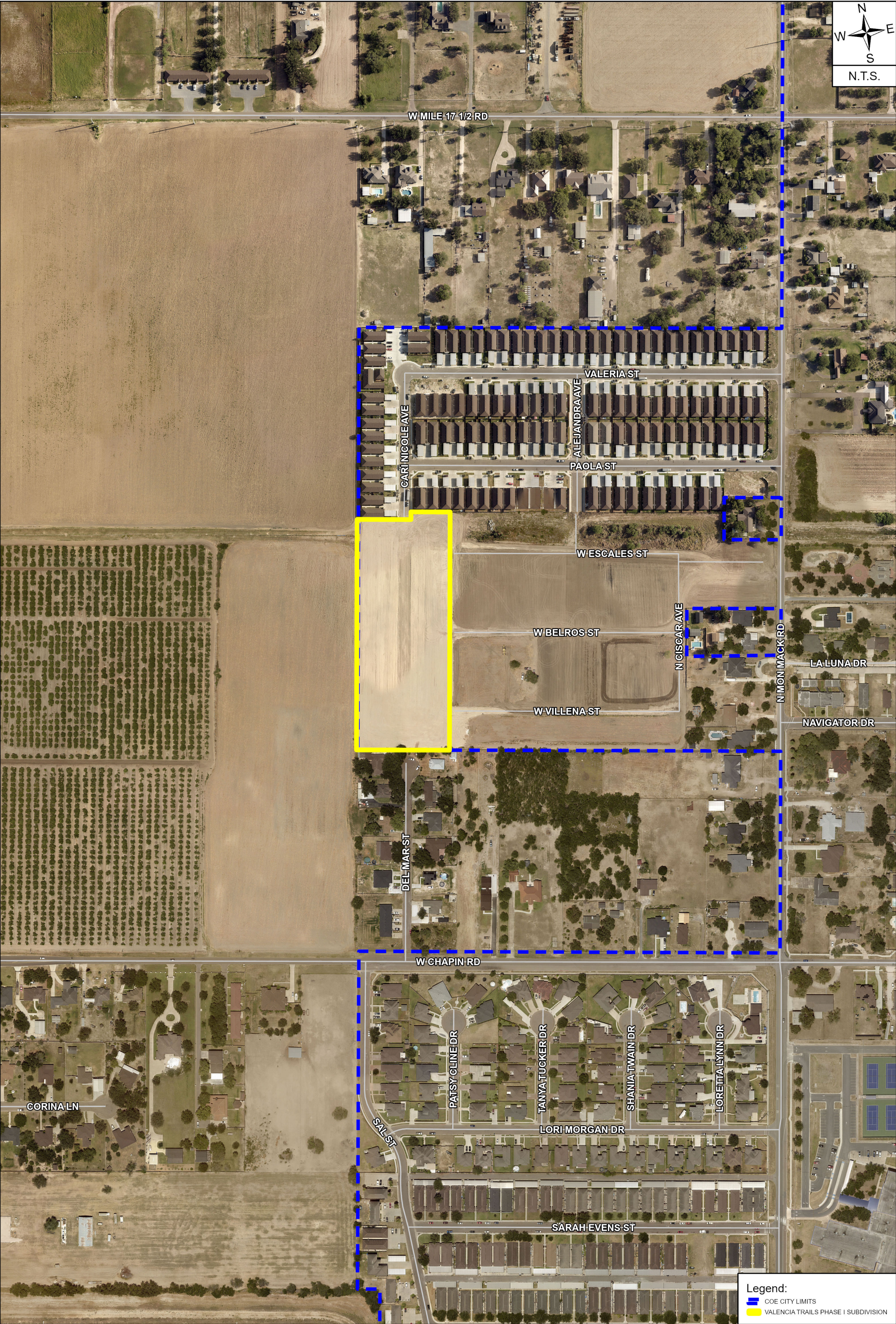
Prepared by:

Mirelda Garza Ramirez,
Administrative Specialist

Attachments:

A. Agreement

LOCATION MAP



VALENCIA TRAILS PHASE I SUBDIVISION

REQUESTED BY: UTILITIES DEPARTMENT | **CREATED BY:** ENGINEERING DEPARTMENT - GIS DIVISION | **DATE:** NOVEMBER 17, 2023

MAP DISCLAIMER: This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The user of this information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.

AGREEMENT

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

FRYER & HANSEN, PLLC

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

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

November 9, 2023

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

Via U.S. Postal Service

***RE: Waterline Access Agreement - Sharyland Water Supply Corporation, City of Edinburg,
Monmack Development, LLC - Valencia Trails Phase I Subdivision***

Dear Ms. Ayala:

Enclosed please find four (4) original **Waterline Access Agreements** ("**Agreement**") for the Valencia Trails Phase I Subdivision for signature on behalf of the City of Edinburg ("**City**") along with the Form 1295 signed by Sharyland Water Supply Corporation. Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

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

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

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1093087

Date Filed:
11/09/2023

Date Acknowledged:

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

Sharyland Water Supply Corporation
Mission, TX United States

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

City of Edinburg, Texas

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

SWSCWAA020
Waterline Access Agreement for Valencia Trails Phase I Subdivision

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Monmack Development, LLC	McAllen, TX United States		X

5 Check only if there is NO Interested Party. ☐

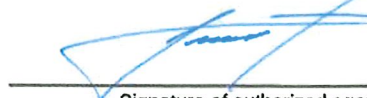
6 UNSWORN DECLARATION

My name is Carlos R. Lima, and my date of birth is 08/18/1975.

My address is 321 S Shary Blvd, Alton, TX, 78573, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Hidalgo County, State of Texas, on the 9 day of Nov, 20 23.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§
§

**BETWEEN: SHARYLAND WATER
SUPPLY CORPORATION; MONMACK
DEVELOPMENT, LLC; AND CITY OF
EDINBURG**

**WATERLINE ACCESS AGREEMENT
(with City and Developer)**

WHEREAS, Sharyland Water Supply Corporation ("SWSC") has a water distribution system which was designed for potable water distribution to rural communities, such system not designed specifically with the intent to provide water for fire protection purposes;

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

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

WHEREAS, Monmack Development, LLC, ("Developer") is developing the subdivision in the location described in **Exhibit "A"**, Valencia Trails Phase I Subdivision (the "**Subdivision**") and desires fire protection for the Subdivision.

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

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to SWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A."** No other parts of SWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.
2. Developer and City shall have access to SWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B" ("Fire Hydrants")**. Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. SWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information

affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on SWSC waterlines or any part of SWSC's system, shall be painted black so as to be designated that they may be unavailable for use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in SWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrant subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant painted black until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black and if City fails to so test and paint City's fire hydrants, SWSC may (but is not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black, SWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.
4. The Fire Hydrants will be constructed by Developer and maintained by Developer and City as set out in Exhibit "B". If concrete is used for additional stability, the hydrant weep holes should not be covered.
5. All water used from the SWSC system will be reported monthly to SWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.
6. There may be an annual charge by SWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.
7. Because SWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, SWSC reserves the right to install security devices on all hydrants at the cost of City and Developer. Sufficient special wrenches, or keys, will be provided to SWSC by City at no cost to SWSC. Should City fail to install the required security devices, SWSC may install such devices as it deems appropriate at a cost to the City.
8. All Fire Hydrant maintenance, inspection and flushing will be done by City personnel, or

those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to SWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by SWSC and if City fails to so maintain the Fire Hydrants, SWSC may (but is not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. SWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, SWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. SWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.

9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by SWSC and under City's and Developer's authority and responsibility, but only under SWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of SWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City and Developer, including a reasonable fee for the presence and administration of SWSC's personnel.
10. CITY AND DEVELOPER ACKNOWLEDGE AND AGREE THAT SWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY OR DEVELOPER TO USE, ACCESS, OR IN ANYWAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THERE IN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE AND THAT SWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY AND DEVELOPER UNDERSTAND THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE SWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD SWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY AND DEVELOPER UNDERSTAND THAT SWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY

THE NEW DANGER. CITY AND DEVELOPER AGREE TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. SWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY AND DEVELOPER OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY AND DEVELOPER SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. SWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY AND DEVELOPER MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY AND DEVELOPER ACKNOWLEDGE BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY AND DEVELOPER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SWSC. CITY AND DEVELOPER FURTHER ACKNOWLEDGE THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND SWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND CITY AND DEVELOPER EXPRESSLY ACKNOWLEDGE THAT, IN CONSIDERATION OF THIS ACCESS, SWSC MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AND DEVELOPER AGREE BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT SWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY AND DEVELOPER, FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, AS CITY AND DEVELOPER MAKE USE OF THE SYSTEM "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS". CITY AND DEVELOPER OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY AND DEVELOPER, HEREBY FULLY RELEASE SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE,

EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY AND DEVELOPER BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGE AND AGREE THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

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

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

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND DEVELOPER, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREE TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY SWSC AT ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF SWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF SWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO SWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT

SWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY AND DEVELOPER ALSO WAIVE ALL RIGHTS TO SUBROGATION AGAINST SWSC.

THE INDEMNITY DESCRIBED HEREIN DOES NOT APPLY IF A PERSON THAT IS EMPLOYED BY OR THAT IS OTHERWISE AUTHORIZED BY CITY OR DEVELOPER TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN, OR ANY APPURTENANCES THERETO, IS INJURED BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE OF SWSC.

11. This Agreement is intended to provide SWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code § 67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.
12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.
13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.
14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. Developer will list SWSC as an additional insured on all liability insurance policies it holds related to the property being the subject of this Agreement, if any, for the duration of this Agreement. Developer will provide SWSC with a certificate of such insurance and 60 days prior notice for any cancellation of such insurance.
16. SWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants in the Subdivision at a point to be chosen by SWSC, and shall have access to the Subdivision and equipment constructed by Developer and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business

operations, and upon discontinuance of service, SWSC shall have the right to remove any of its equipment from the Subdivision. SWSC may inspect its valves, piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by SWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, Developer shall have personnel present as necessary to assist in the inspection. Developer shall install, its own expense, any necessary fire service lines and equipment from SWSC's facilities and equipment to the point of use, including any customer isolation valves, backflow prevention and other equipment as may be specified by SWSC. SWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and Developer and City agrees to annual inspections of its own facilities for these conditions.

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

maintain any backflow prevention device required by the SWSC. Copies of all testing and maintenance records shall be provided to SWSC. Failure to comply with the terms of this Agreement shall cause SWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of Developer and/or City. Any expenses associated with the enforcement of this Agreement shall be paid to SWSC upon presentation to Developer and/or City.

19. Developer shall grant to SWSC, now and in the future, any easements required for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by SWSC to extend or improve SWSC's service for existing and future customers and members of SWSC, on such forms as are required by SWSC.
20. Developer and City agree that the maximum amount of liability to Developer and City that may be incurred by SWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by Developer and City to SWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.
21. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest, payable to the party to which the payment is due, at an annual, compounded rate of ten percent (10%) from the date the payment is due until it is fully paid.
22. In the event any litigation arises out of this Agreement between the parties hereto, the nonprevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority.
23. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
24. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

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

IN WITNESS WHEREOF, EXECUTED by SWSC, Developer and City, acting under the authority of their respective governing bodies in multiple originals on the date indicated below.

SIGNED this day of _____, 20_____.

ATTEST:

CITY OF EDINBURG
415 W. University Drive
Edinburg, Texas 78540
Phone: (956) 388-8204
Fax: (956) 383-7111

By: _____
Clarice Balderas, City Secretary

By: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

By: _____
Omar Ochoa, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

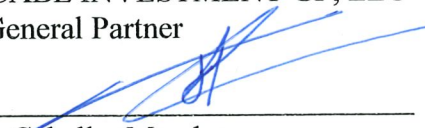
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____
_____ 20_____.

Notary Public in and for the State of Texas

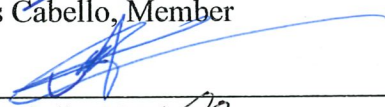
MONMACK DEVELOPMENT, LLC
4900 N. 10th Street, Ste. C4
McAllen, Texas 78504

BY: CABA INVESTMENT, LP
Its: Member

By: CABA INVESTMENT GP, LLC
Its: General Partner



Jesus Cabello, Member



Luis Cabello, Member

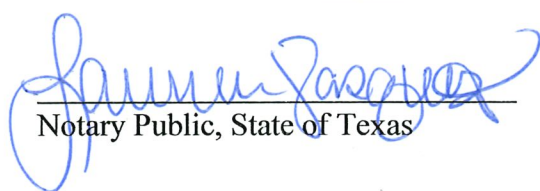


Cesar A. Cabello, Member

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

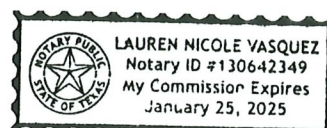
BEFORE ME, the undersigned authority, on this day personally appeared **Jesus Cabello**, Member of **CABA INVESTMENTS GP, LLC**, General Partner of **CABA INVESTMENTS, LP**, Member of **MONMACK DEVELOPMENT, LLC**, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the President of Domain Development Corp., and that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of October, 2023.



Notary Public, State of Texas

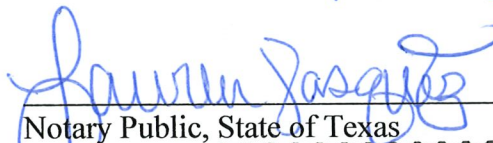
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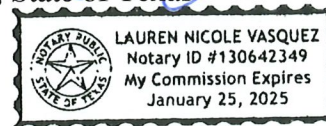
STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared **Luis Cabello**, Member of **CABE INVESTMENTS GP, LLC**, General Partner of **CABE INVESTMENTS, LP**, Member of **MONMACK DEVELOPMENT, LLC**, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the President of Domain Development Corp., and that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of October, 2023.



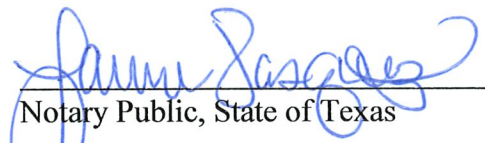
Notary Public, State of Texas



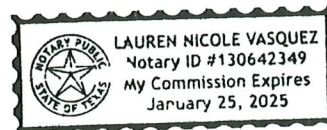
STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared **Cesar A. Cabello**, Member of **CABE INVESTMENTS GP, LLC**, General Partner of **CABE INVESTMENTS, LP**, Member of **MONMACK DEVELOPMENT, LLC**, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the President of Domain Development Corp., and that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of October, 2023.



Notary Public, State of Texas



SHARYLAND WATER SUPPLY
CORPORATION
4210 E. Main Ave.
Alton, Texas 78573

By: _____
Carlos Lima, General Manager

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

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

Notary Public, State of Texas

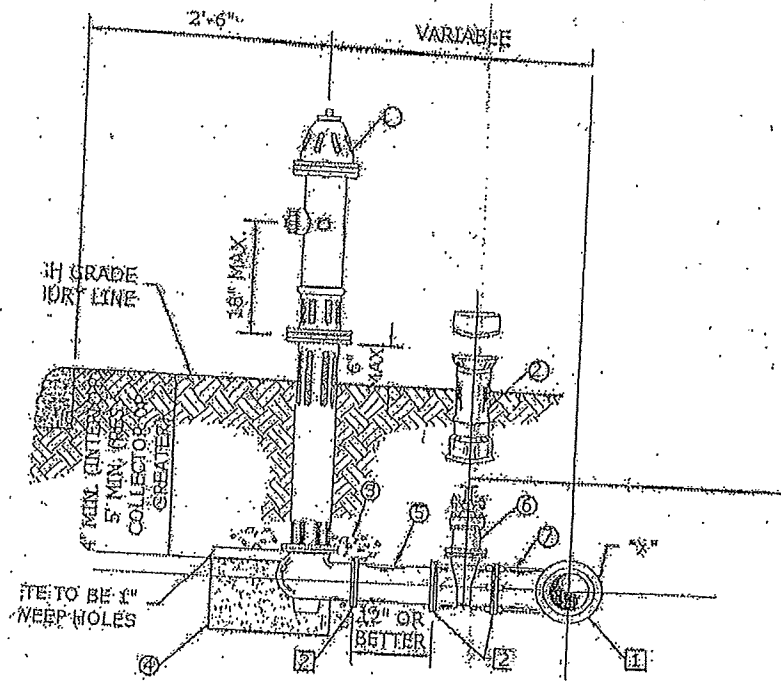
EXHIBIT "A"

A 4.795 Acre Tract of Land situated in Hidalgo County, Texas, being a part or portion out of Lots 1 and 8, Section 238, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, according to the Plat thereof recorded in Volume 1, Page 12, Hidalgo County Map Records.

EXHIBIT "B"

Fire Hydrant Installation

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



NOTE:

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

FIRE HYDRANT INSTALLATION

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

FIRE HYDRANT UNIT SHALL INCLUDE:

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



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 19, 2023

CONSENT AGENDA

Agenda Item No: 9.E.

2022-2023 Fiscal Year Audit

1. Agenda Item:

Consider Awarding the City of Edinburg's Fiscal Year 2022-2023 Audit to Cascos & Associates, PC, in the Amount of \$86,900.00, with the Option for Two (2) Additional Years, and Authorize the City Manager to Negotiate and Enter Into an Engagement Letter Relating Thereto. [Ascencion Alonzo, Director of Finance]

2. Description:

The accounting firm of Burton McCumber & Longoria, LLP, is currently performing the City's 2021-2022 Audit. Although Burton McCumber & Longoria, LLP has an option to renew for two (2) additional years, the City has been notified that due to prior commitments, they will not be requesting to renew the contract.

Staff recommends awarding the audit for Fiscal Year ending September 30, 2023 to the accounting firm of Cascos & Associates, PC. Cascos & Associates, PC, will perform an audit of the City's governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

Chapter 2254.001 Professional Services Procurement Act, defines Professional Services as services provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant. The procurement of an auditing firm qualifies as a professional service. Under Local Government Code Chapter 252, Purchasing and Contracting Authority of Municipalities, Section 252.022 General Exemptions-a procurement for personal, professional, or planning services is exempt. Procurement of auditing services is exempt under the Local Government Code.

Funding in the amount of \$86,900 is available in the Fiscal Year 2023-2024 Operating Funds Budget, Non-Departmental, Audit.

3. Staff's Recommendation:

Approve Awarding the City of Edinburg's Fiscal Year 2022-2023 Audit to Cascos & Associates,

PC, in the Amount of \$86,900, with the Option for Two (2) Additional Years, and Authorize the City Manager to Negotiate and Enter Into an Engagement Letter Relating Thereto.

Reviewed by:

Ascencion Alonzo, Finance Director
Nelda Ramirez, Assistant City Manager

Prepared by:

Janie Alvarez, Assistant
Director of Finance

Attachments:

A. Engagement Letter



Cascos & Associates, PC

Certified Public Accountants
Audit/Accounting/Tax/Consulting

AUDIT ENGAGEMENT LETTER

December 8, 2023

City of Edinburg, Texas
Attn: Myra L. Ayala
City Manager
415 W. University Drive
Edinburg, Texas 78540

We are pleased to confirm our understanding of the services we are to provide for City of Edinburg, Texas' (the "City") for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules
- 3) Schedule of Changes in Net Pension and OPEB Liability
- 4) Schedule of Contributions for Pensions and OPEB

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements.

- 1) Schedule of expenditures of federal awards.
- 2) Combining Statements and Schedules



765 East 7th Street / Brownsville, Texas 78520
Phone (956) 544-7778 Fax (956) 544-8465
Email: ccascos@cascoscpa.com



In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory Section
- 2) Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Additionally, it is expected that we will be provided the final version of all documents comprising the annual report, including other information, prior to the date of the auditors' report so that required audit procedures can be completed prior to the issuance of the auditors' report. If obtaining the final version of these documents is not possible prior to the date of the auditors' report, the documents will be provided as soon as practicable, and the City will not issue the annual report prior to providing them to us. Implications may arise if any misstatements are found in the documents that were provided after the date of the auditors' report. In the event we conclude there is a material misstatement in the documents provided, additional procedures may be performed to ensure the material misstatement was corrected, or we may take appropriate actions to have the uncorrected misstatement appropriately brought to the attention of anyone in receipt of the financial statements and auditors' report by providing a new or amended auditors' report, bringing the material misstatement of the other information to the attention of known users of the financial statements and the auditors' report, communicating with a regulator about the uncorrected misstatement, and considering implications for engagement continuance.

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific

procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition

Our planning has not been concluded, and modifications may still be made.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in

scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America with

oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly

presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Cascos & Associates, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Cascos & Associates, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulator. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Carlos H. Cascos, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately January 2, 2024.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$86,900. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered at the completion of our services. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and the members of the City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Respectfully,



Cascos & Associates, PC
Brownsville, Texas

RESPONSE:

This letter correctly sets forth the understanding of the City of Edinburg, Texas.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 19, 2023

CONSENT AGENDA

Agenda Item No: 9.F.

Purchase of Rescue Airbags

1. Agenda Item:

Consider Authorizing the Purchase of Rescue Airbags from Municipal Emergency Services Through the Texas Local Government Purchasing Cooperative (Buy Board) Contract No. 603-23, in the Amount Not to Exceed \$44,758.05.[Omar Garza, Fire Chief]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas: Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), Texas Interlocal Purchasing Contract (TIPS), and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The rescue airbags being purchased will replace the existing airbags that are over 15 years old and have reached their expiration period, making them ineligible for emergency operation certification. The rescue airbags are crucial for various rescue scenarios, including vehicle extractions, confined space rescues, trench rescues or after a collapse of a building. The rescue airbags will be placed on the rescue units at Central Station, Fire Station 2 and Fire Station 5.

Funding in the amount of \$44,758.05 is available in the FY 2023-2024 General Fund Budget, Fire Department, Machines & Equipment. The City of Edinburg has previously done business with Municipal Emergency Services. The City has verified no monies are owed to the City by Municipal Emergency Services.

This purchase is through the buy board program. Buy Board Contract No. 603-23 and has been verified by the Finance Department.

3. Staff's Recommendation:

Approve Authorizing the Purchase of Rescue Airbags from Municipal Emergency Services, Through the Texas Local Government Purchasing Cooperative (Buy Board) Contract No. 603-23, in the Amount not to Exceed \$44,758.05.

Reviewed by:

Jesus Saenz, Assistant City Manager

Prepared by:

Maricruz Tovar, Emergency Management Planner

Attachments:

A. MES Quote 17476875



Quote

Quote # QT1746875
Date 10/05/2023
Expires 12/23/2023
Sales Rep Guzman, Patrick L
Shipping Method FedEx Ground
Customer EDINBURG, CITY OF (TX) *
Customer # C32247

Bill To
 EDINBURG, CITY OF
 PO Box 1079
 Edinburg TX 78540

Ship To
 FIRE CHIEF SHAWN SINDER
 EDINBURG, CITY OF FIRE DEPT.
 212 West MCINTYRE
 EDINBURG TX 78541
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
106R168			VCB 30N C Tec (includes 2 protection caps) Buy Board Contract 603-23	9	\$2,833.42	\$25,500.78
106R169			VCB 75N C Tec (includes 2 protection caps) Buy Board Contract 603-23	2	\$4,482.63	\$8,965.26
1200010400			Connection Bolt Buy Board Contract 603-23	6	\$83.33	\$499.98
1200001700			Air CU Deadman Controller 12 bar with lights Buy Board Contract 603-23	3	\$914.99	\$2,744.97
266R179- REGULATOR ASSY			Vetter Regulator Assembly Buy Board Contract 603-23	3	\$671.14	\$2,013.42
1700075300			Y-Adapter, 12 Bar Buy Board Contract 603-23	3	\$150.86	\$452.58
200388-01			TOOL ADAPTER Vetter to Scott Snap change adapter Buy Board Contract 603-23	4	\$630.66	\$2,522.64
1200003500			Inflation Hose with Shut-off 12 bar, 32 Ft/5 m, Yellow Buy Board Contract 603-23	3	\$195.38	\$586.14
1200003600			Inflation Hose with Shut-off 12 bar, 32 Ft/5 m, Blue Buy Board Contract 603-23	3	\$195.38	\$586.14
1200003800			Inflation Hose with Shut-off 12 bar, 32 Ft/5 m, Red Buy Board Contract 603-23	3	\$195.38	\$586.14

Buy Board Contract 603-23
 Vendor must be able to supply training serves, and Hydro testing of all
 Vetter/Hurst Products
 Also Soul source letter for Hurst Vetter

Subtotal \$44,458.05
Shipping Cost \$300.00
Tax Total \$0.00
Total \$44,758.05

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 19, 2023

CONSENT AGENDA

Agenda Item No: 9.G.

Google Email Services

1. Agenda Item:

Consider Approving the Renewal of Google Workspace Email Services from SADA Systems, Inc. through Department of Information Resources (DIR) Contract DIR-TSO-4162, in the Amount of \$236,601.00. [Daniel Vera, Director of Information Technology].

2. Description:

The upcoming renewal will encompass a total of 900 licenses, an increase of 100 licenses. The additional licenses provide room for future growth and flexibility in email utilization. Over the years, the City has experienced and continues to experience a notable increase in demand for email licenses. Increasing the number of licenses proactively satisfies this demand and caters to the expanding needs of City employees, which in turn results in increased efficiency in the delivery of City services to its constituents.

Funding for 856 of the 900 licenses, a total of \$225,033.84, is available under IT Department's FY 2023-2024 General Fund Budget account number Office Maintenance & Contractual – IT.

Funding for 39 licenses, total of \$10,252.71, will be covered by Boys and Girls Club's FY 2023-2023 budget under account Membership, Subscription. The remaining 5 licenses, a total of \$1,314.45, will be funded by Edinburg Economic Development Corporation's FY 2023-2024 budget, under account Office Maintenance & Contractual - IT.

	Qty	Unit Price	Total
City of Edinburg	856 Licenses	\$262.89	\$225,033.84
Boys & Girls Club	39 Licenses	\$262.89	\$10,252.71
EEDC	5 Licenses	\$262.89	\$1,314.45
			\$236,601.00

3. Staff's Recommendation:

Approve the the Renewal of Google Workspace Email Services from SADA Systems, Inc. through Department of Information Resources (DIR) Contract DIR-TSO-4162, in the Amount of \$236,601.00.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

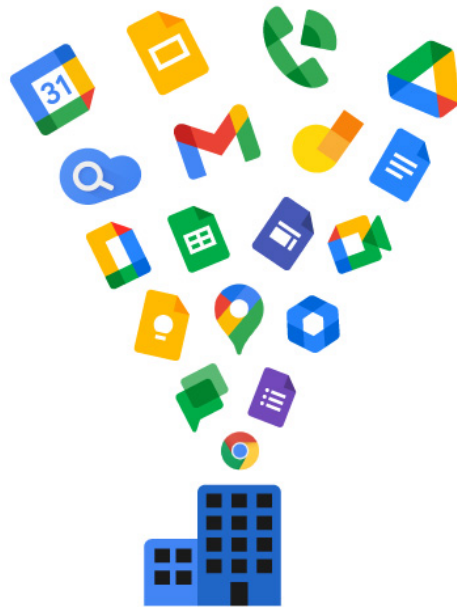
Daniel Vera, Director of
Information Technology

Attachments:

A. Google Workspace Renewal 2023 v.3

SADA

Google Cloud



Google Cloud
Partner

SADA Systems, Inc.

GOOGLE WORKSPACE ORDERING DOCUMENT

Quote Date:	13-Dec-2023
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This Google Workspace Ordering Document (the "Ordering Document") and the corresponding Google Workspace Customer Agreement (the "Agreement") between SADA Systems, Inc. ("SADA") and [City of Edinburg] ("Customer") governs Customer's access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

Under the terms of the Agreement accessible at <https://sada.com/agreements/gafb/gafb-v14.pdf> of which this Ordering Document is a part, Customer agrees to purchase and SADA agrees to provide the following Google services to Customer in the indicated quantity and at the indicated pricing in U.S. Dollars.

Customer Information	
Customer:	City of Edinburg
Corporate Address:	415 W University Dr Edinburg TX 78539-4353
Primary Domain:	cityofedinburg.com

Contact	Main Contact	Accounts Payable Contact
Full Name:	Daniel Vera	
Title:	Director of Information Technology	
Phone:	956-388-1805	
Email:	dvera@cityofedinburg.com	

Pricing

Product Description	Annual Price	Quantity	Subtotal
Google Workspace Enterprise Standard Term Dates: 1/31/2024 - 1/30/2025	\$262.89	900	\$236,601.00
Total** **Plus applicable taxes and fees			\$236,601.00

Invoices and Payment

Payment	Invoice Date	Amount
100% of Licenses	Agreement Signature Date	\$236,601.00

SADA is an authorized vendor on Carahsoft Technology Corporation's DIR Contract Number DIR-TSO-4162:
<https://dir.texas.gov/contracts/dir-tso-4162>

Customer may require a Purchase Order ("PO") to be submitted along with any invoice for payment. For the avoidance of doubt, in the event of a conflict of terms and conditions between any PO and the Agreement (including, without limitation, the Google TOS), the terms and conditions of the Agreement shall take precedence in each case. Any terms and conditions in the PO suggesting otherwise are hereby rendered null and void.

Taxes:

Customer is responsible for applicable taxes associated with Customer's purchase and receipt of the Services (except for any taxes assessable against SADA based on its income, property or employees) and Customer will pay SADA without any reduction for such amounts. If SADA is obligated to collect or pay taxes, the taxes will be invoiced to Customer (in the case of invoiced fees) or added to Customer's credit card charges (in the case of credit card payments), unless Customer provides SADA with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to SADA, Customer will increase the payment to SADA so that the amount received by SADA is the same as it would have been if no taxes were withheld.

Bank Information

Automated Clearing House (ACH) or Electronic Funds Transfer (EFT):

Wells Fargo Bank
Swift Code: WFBUS6
464 California Street
San Francisco, CA 94104
Routing Number: 121042882
Account Name: SADA Systems, Inc.
Account Number: 7757670067

Remittance Address:

SADA Systems, Inc
5250 Lankershim Blvd., Suite 720
North Hollywood, CA 91601
ATTN: Accounting

Additional Licenses Purchased During the Term:

Additional licenses will be billed on a prorated basis for the remaining portion of the signed term, at the rate set forth in this Order Document. Payment for additional licenses will be due in full upon receipt of an invoice, and will be exempt from the payment schedule above.

Notices:

Any notices under this Agreement will be directed, if to SADA, at:

Patrick Monaghan, Chief Legal Officer

SADA Systems, Inc.

5250 Lankershim Blvd., Suite 620

North Hollywood, CA 91601

Email: legal@sada.com

and if to Customer, at the Main Contact above.

BY SIGNING THIS ORDERING DOCUMENT OR SUBMITTING A PURCHASE ORDER, CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS ORDERING DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Ordering Document has been executed by the parties through their duly authorized officers.

SADA Systems, Inc

City of Edinburg

Signature

Signature

Name

Name

Title

Title

Date

Date



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 19, 2023

CONSENT AGENDA

Agenda Item No: 9.H.

City Council Minutes for Approval

1. Agenda Item:

Consider Approving the City Council Minutes for the following: 2023 Regular Meetings: October 03, 2023, and October 17, 2023. [Clarice Y. Balderas, City Secretary]

2. Description:

The City Secretary Department prepares and maintains the legislative history of all City Council meetings for historic and public purposes in accordance to the:

1. City of Edinburg Code of Ordinances, Charter, Article III. Procedures of the City Council, Legislation, Section 6: Introduction and Passage of Ordinances and Resolutions. The City Code of Ordinances states, “yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of proceedings of the City Council.”

2. Texas Government Code; Title 5. Open Government; Ethics; Subtitle A. Open Government; Chapter 551. Open Meetings; Subchapter A. General Provisions and Subchapter B. Record of Open Meeting:

- Sec. 551.021. Minutes or Recording of Open Meeting Required “(a) A governmental body shall prepare and keep minutes or make a recording of each open meeting of the body. (b) The minutes must: (1) state the subject of each deliberation; and (2) indicate each vote, order, decision, or other action taken.”
- Sec. 551.022. Minutes and Recording of Open Meeting: Public Record; and the 2022 Texas Open Meeting Act, Chapter X. Records of Meetings, Section A. Minutes or Recordings of Open Meeting. “The minutes and recordings of an open meeting are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or the officer’s designee.”

City Council meeting minutes and recordings are available to the public upon request.

The City Council meeting videos are also available to the public through the city’s website at: www.cityofedinburg.com.

The Mayor signs the minutes and attested by the City Secretary. Minutes are maintained for historical and public purpose.

3. Staff’s Recommendation:

Approve the City County Minutes for the following: 2023 Regular Meetings: October 03, 2023, and October 17, 2023.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Elena Ortiz
Administrative Assistant

Attachments:

- A. 10032023CCRM Minutes
- B. 10172023CCRM Minutes



MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

OCTOBER 03, 2023

6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Daniel “Dan” Diaz	Councilmember Place 1
Jason De Leon	Councilmember Place 2
Johnny Garcia	Councilmember Place 3
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Omar Ochoa	City Attorney

ABSENT:

David White	Mayor Pro Tem
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1. CALL TO ORDER, ESTABLISH QUORUM

- A. Prayer by Councilmember Johnny Garcia.
- B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary’s posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on September 01, 2023 at 6:45 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Omar Ochoa stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember’s family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

City Attorney Omar Ochoa asked Mayor Pro Tem and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing Danielle H. Luna, Teen United World 2024.
[Clarice Y. Balderas, City Secretary]

Mayor Ramiro Garza, Jr. read the proclamation aloud.

Danielle H. Luna, was present to accept the proclamation, she thanked the council for the recognition and stated she has dedicated her time and efforts the community and to try to make a difference in the life of every person se meets. Ms. Danielle thanked her family and friends for all their support.

B. Presentation of Proclamation Recognizing October 2023, as Chiropractic Health Month.
[Clarice Y. Balderas, City Secretary]

Mayor Ramiro Garza, Jr. read the proclamation aloud.

Dr. William Valdez, Chiropractic Wellness Center was present to receive the proclamation. Dr. Valdez thanked the council and the entire community for all the support.

C. Presentation of Proclamation Recognizing October 2023, as Down Syndrome Awareness Month.
[Clarice Y. Balderas, City Secretary]

Mayor Ramiro Garza, Jr. read the proclamation aloud.

Deborah Tomai, President of the Rio Grande Valley Down Syndrome Association and a few other members of the association were present to receive the proclamation.

Ben Tomai stated he was a 12 year old with Down Syndrome he said people with Down Syndrome can do a lot of things. He said he plays and dances and when he grows up, he wants to work at Chick-fil-A. Ben Tomai stated people with Down Syndrome can make choices about their own lives, they can help people, and they can be friends. Mr. Ben Tomai thanked the council for making Edinburg a good place for everyone to live, and he wished everyone a Happy Down Syndrome Month.

D. Present the Recipients for the Employee of the Month Award for the Month of August and September 2023.
[Belinda Torres, Director of Human Resources/Civil Service]

Belinda Torres, Director of Human Resources/Civil Service presented Detective Robert Reyes as the Employee of the Month for the month of August 2023.

Jaime Ayala, Police Chief said he was honored to recognize detective Roberto Reyes as the August employee of the month. He stated Detective Robert Reyes has been an officer for a while, but he only joined the CID Division in February. In these few months, he has really excelled. Chief Ayala stated they have some bright officers and investigators coming up, but he just rose to the level of working really hard working on some big cases, and they are honored and proud to be able to recognize him recognize him as employee the month.

Detective Robert Reyes stated although it was his name on the certificate, it is a team effort and he appreciates the council and staff recognition of him and the department for the work they do.

Mayor Ramiro Garza, Jr. congratulated Detective Reyes and thanked all the officers for the work they do. He stated the city is growing and the work they do is vital to the community.

Belinda Torres, Director of Human Resources/Civil Service presented Roel Rodriguez as the Employee of the Month for the month of September.

Javier Garza, Director of Parks and Recreation stated he was honored to present another employee of the month award to his department. Mr. Garza said Mr. Rodriguez does a phenomenal job at the birding center. He said people go out there to walk and watch the birds and Mr. Roel Rodriguez keeps the facility nice and safe for the birders and especially the kids. There is also a 1000-meter route on the south pond that Mr. Rodriguez also keeps clean and safe for everyone. Mr. Garza stated they were honored to present the well-deserved award.

Mr. Roel Rodriguez thanked the council for recognizing the work they do at the birding center.

Mayor Ramiro Garza, Jr. stated the council gets a lot of recognition throughout the city but it is people like Mr. Rodriguez and other employees like him are the ones the deserve all the praise.

Councilmember Daniel “Dan” Diaz stated it is because of people like Mr. Rodriguez and their work that make the recently received award possible.

Javier Garza, Director of Parks and Recreation announced last week they were awarded the Monitor’s Favorite Birding Center Award, and as Councilmember Diaz stated the work that Mr. Roel Rodriguez and the entire staff do has a lot to do with it. Mr. Garza stated it was the first time they received that honor and it goes to show they have tremendous staff that care about their work and what they do to make Edinburg greater.

5. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated the one-cent reduction shows that the council recognizes the economic stress the people are feeling, they would have liked to have a 3/4 cent reduction. Ms. McClaugherty said they want the council to be financially responsible because they have the ability to take money from families living on the edge. She stated there is a segment of the population who cannot afford the rent for a typical apartment and must look for an alternative. Ms. McClaugherty said it is time for change no more taking groups to Austin to lobby state representatives who live here. No more building facilities that add 30 years if debt. She stated this community cannot give DHR \$10,000,000.00, build high-rise facilities, or give \$2,000,000.00 to

the University of Texas which has one of the largest endowments in the United States. You cannot exempt developers from paying taxes for 30 years and build a sports arena, the council needs to understand that at some point everything purchased must be paid for and the city go perpetually looking for someone to pay the bills. Ms. McClaugherty stated the county was reviewing its health plan and said they were open for the city or the school district to contact them to review the possibilities for better rates with more employees for less.

Raul Rangel, Sacred Heart Catholic Church: Mr. Rangel was present to request the consideration of the temporary closure of part of 16th Street for the annual Kermesse Festival. Mr. Rangel thanked the council for their support.

Omar Garza, Fire Chief: Chief Garza was present to invited everyone to what they are calling a doubleheader, their Fire Festival on Saturday will start with a 5K Run in Memory of Chief Shawn Snider. He said the run will start at 7:00 a.m. at Central Station running/walking to the Edinburg Police Station and back to Central Station. Chief Garza stated they were anticipating 150 runners he said they still had 30 slots available if anyone was interested they can go to Blueline Running or Endurance Splints to sign up, registration fee is \$25. Chief Garza encouraged everyone to participate; he said everyone registered would receive a t-shirt and nice medal. Chief Garza stated, that same afternoon, they would be hosting their annual Fire Stoppers Festival. They have done it for about 25 years. This is a free event where the kids can come out and enjoy many activities like a petting zoo, carnival rides, a magic show, free popcorn and cotton candy while supplies last. Chief Garza stated this year the Parks and Recreation Department will help with this event and will be in a group of folklorico dancers, Nadia's Dance Team will be out there too and several food vendors. Chief Omar Garza encouraged everyone to tour the fire station, fire trucks and the equipment come out to this fun filled event and practice and learn fire safety. Chief Garza reminded everyone the run will start at 7:00 a.m. and the Fire Festival is set to start at 6:00 p.m.

Terry Canales, State House Representative: Mr. Canales was present representing himself and his neighbors that live along North Gwin Road and who are opposed to the rezoning proposal as requested. Mr. Canales stated there is a proposed single-family subdivision with about 42 lots on 9 acres yet there is no plan for Gwin Road. He said there is no sewer or drainage in this area; with a development like this, it would mean 42 septic tanks and that is not good especially for those who still use water wells. If the developer says they will come back to install sewer, that would require a lift station, and paying for that would be the taxpayers. Mr. Canales stated he and his neighbors are not opposed of growth but it must be done with the correct infrastructure and without any type of burden on the taxpayers. Mr. Canales ask that the council turn down this proposal and reconsider when the city has the drainage plan to deal with the flooding and the required infrastructure in place.

Joe Guerra: Mr. Guerra was present to remind the city that the neighborhood where he lives still exists but has been forgotten by the city. He stated he lives in the

neighborhood behind the hospital on the cul-de-sac of Shalom Dr. and when it rains it floods. Mr. Guerra said there is a ditch to help alleviate the flooding but it is not maintained properly by the city, Mr. Guerra stated he does his best to keep it clear but he needs help.

Joel R. Saenz: Mr. Saenz stated his neighborhood on Shalom Dr. was annexed and they got water, trash and brush pick up and after 20 years, the city has yet to provide the sewer services that should have been part of the annexation. Mr. Saenz stated he has been before the council before and got the Shalom sewer project on last year's operating budget but it fell through and nothing has been done. Mr. Saenz stated their neighborhood is right behind the hospital which has sewer and there is a big development project next to their subdivision that will have sewer and all the other amenities a city offers with that he asked that the council consider at least providing what they are owed as part of the annexation.

Bonita Saenz: Ms. Saenz stated the Shalom neighborhood was annexed in 2000. As per City Codes, the city should provide all the amenities within 2½ years at the max, which should take about 5 years, yet here it is 20 years later and there is still no sewer. Ms. Saenz she has gone to the county who said this is a city issue, she talked to the city's Utility Department and they sent her to the Engineering Department. Engineering says it's an issue for Utilities, everyone just gives the run-around; it was even thrown out there that they should not have purchased property in Edinburg. Ms. Saenz stated a few of these houses in the neighborhood have broken septic tanks and there elderly people that live in the neighborhood with very little options they just threw a plywood over the waste coming from the septic. Ms. Saenz stated she does not understand how all the developments around their neighborhood has sewer. Ms. Saenz said they have contacted both the city and the county in regards to the cleaning of the ditch and just like every other issue they are just being bounced back and forth. She stated she knows that this Council was not in office when the neighborhood was annexed and some employees may not have been here either but this issue had been brought up before. Last October the council approved the Shalom Project. She said she called to get an update and is now being told that the project was originally an in-house project and now that it will be contracted, out but only received one bid, again just the run around. She said many of her neighbors have lived in their homes for over 30 years and most septic tanks must be replaced but cannot due to a city ordinance, but then there is no sewer so what are they supposed to do? She would like to know at what point the city is going to honor what was approved 20 years ago and what the residents have been paying taxes for but have not received the services in full.

Armando Hinojosa: Mr. Hinojosa stated he had been before the council when it was discussed this property was being proposed for a private school for special needs children. He was concerned that with a drainage ditch and the heavy traffic in the site did not adequately and safely support a school for children with special needs. He said the City Council approved the rezoning but that school was never built and now here we are again this time to rezone the area for a multifamily low-income complex. Mr. Hinojosa stated De La Vina Elementary is in walking distance, the skate park with a

splash pad is a block away, there are many amenities like Walmart, HEB, McDonald's, Burger King amongst many others making it an attractive area, but if you visit those establishments often you would notice the personal changes very often. Most leave to find better paying jobs. Mr. Hinojosa said he applauded the Council's pursuit to help those with fewer resources but what opportunities are being provided for the low income. He said the help should not just be for housing, everyone should be given the opportunity to advance and make a better life for themselves. Mr. Hinojosa stated if a person is in need of a low income housing it is likely they may need transportation, he asks that they consider building this complex closer to job opportunities, an area where people can actually prosper.

There were no further Public Comments.

6. PUBLIC HEARINGS-SPECIAL ITEMS

- A. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multifamily (RM) District, a 1.00 Acre Tract of Land Being a Portion of Lot 5, Section 274, Texas-Mexican Railway Company's Survey Subdivision, Located at 1210 South Jackson Road, as Requested by Sheriff Muse-Ariyoh, on Behalf Maria Guadalupe Longoria. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]**

No Action, The Item was withdrawn by the Requestor.

- B. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Lots 10 and 11, Southside Subdivision, Located at 822 and 902 South 10th Avenue, as Requested by Gregorio R. Lopez. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]**

Mayor Ramiro Garza, Jr. declared the hearing open for public comments at 7:15 p.m. There being no comments, Mayor Ramiro Garza, Jr. declared the hearing closed at 7:16 p.m.

MOTION: Councilmember Jason De Leon to Approve an Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Lots 10 and 11, Southside Subdivision, Located at 822 and 902 South 10th Avenue, as Requested by Gregorio R. Lopez.

SECOND: Councilmember Johnny Garcia

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel "Dan" Diaz, Councilmember

Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- C. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 3-B-W1/2, Cotter Tract S151.30'-N935.74'-E71.88'-W585.24', Located at 1417 Santa Maria Street, as Requested by James W. Turner Construction, Ltd. on Behalf of Eleno Puente. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]
Mayor Ramiro Garza, Jr. declared the hearing open for public comments at 7:16 p.m.

Representative from James W. Turner Construction stated they build homes for GLO, if approved it would be of great benefit, they would build a family a home.

There being no further comments, Mayor Ramiro Garza, Jr. declared the hearing closed at 7:17 p.m.

MOTION: Councilmember Johnny Garcia to Approve Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 3-B-W1/2, Cotter Tract S151.30'-N935.74'-E71.88'-W585.24', Located at 1417 Santa Maria Street, as Requested by James W. Turner Construction, Ltd. on Behalf of Eleno Puente.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- D. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Commercial, General (CG) District to Residential, Multifamily (RM) District, 7.13 Acres Out of Lot 7, Swearngen Tract and Out of Lot 2, Block 1, John Closner Subdivision, Located at 2406 South Raul Longoria Road, as Requested by Rio Delta Engineering on Behalf of Los Lagos Real Estate, LLC. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

Mayor Ramiro Garza, Jr. declared the hearing open for public comments at 7:17 p.m. There being no comments, Mayor Ramiro Garza, Jr. declared the hearing closed at 7:17 p.m.

MOTION: Councilmember Johnny Garcia to Approve the Ordinance Providing for the Rezoning Request from Commercial, General (CG) District to Residential, Multifamily (RM) District, 7.13 Acres Out of Lot 7, Swearengen Tract and Out of Lot 2, Block 1, John Closner Subdivision, Located at 2406 South Raul Longoria Road, as Requested by Rio Delta Engineering on Behalf of Los Lagos Real Estate, LLC.

SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- E. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District, 9.91 Acres, All of Lot 16, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision, Proposed RG Subdivision, Located at 4708 North Gwin Road, as Requested by Rio Delta Engineering on Behalf of RG Enterprises LLC. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

Mayor Ramiro Garza, Jr. declared the hearing open for public comments at 6:51 p.m.

Resident at 3711 N. Gwin Road stated she agreed with Mr. Canales, and it is irresponsible to approve that kind of development when the infrastructure is not there, so she is against the proposal.

Hector Garza resident at 4921 N. Gwin Road stated his family has been there since 1963 and he is not against growth. He is against the size of the development.

Mr. Martinez stated he is against the proposal, he said the lots are extremely small.

Stephanie Hetzal lives at 5104 N. Gwin Road she is present because she is against the proposal. She stated the infrastructure is not there, the water and sewer infrastructure are not there and the road itself is too small with no shoulders the current traffic is already more than a small road like that is built for. Ms. Hetzal asked that the Council vote against the proposal.

Sylvia Salas, stated she is in the apartment business and not against growth, but she does not agree with small lots without restrictions.

Resident of Gwin Road stated it took him almost one year to get approval for a building permit to build a barn on his property and yet the proposal it to approve homes on little lots. He said he was against the proposal especially with the needed infrastructure.

Erica Canales stated she lives at 4418 N. Gwin Road and she is against this project.

Amanda Galvan lives at 4205 N. Gwin Road she stated she is not against growth but she is against this project.

Ivan Garcia, Rio Delta Engineering, stated they did not anticipate so much opposition and they are in the best disposition to speak with the residents and try to come into an agreement to address their concerns. He said they are connecting sanitary sewer, and drainage will be extended toward the already existing city ditch. He said as far as water goes North Alamo Water lines run on Gwin and Doolittle, so they would extend and loop the water system from site to site to provide adequate volume and pressure to service the subdivision. Mr. Garcia stated the lots are being proposed at 52ft. by 140ft. the lots end up being long and narrow but the square footage is 7000 plus. He said the subdivision would have restrictions for the home finishes, just like any subdivision in town, actually exceeding the required square footage by about 2200 square foot, the request for the rezoning is only about the set back; but he stated they are willing to work together with the neighbors.

Hector Garza, stated when you have a lot 52ft. wide and 140ft. deep it will certainly give you good square feet but you take 6ft. and 6ft. you are going to have 40ft up front and you put a one car garage what is left for a house? He said that is not enough for a house, he said he is not against homes and growth he just asks for good size.

Terry Canales stated residential lots sizes in Texas are the 5th smallest in the United States and this request is to reduce about 2000 square ft.

There being no further comments, Mayor Ramiro Garza, Jr. declared the hearing closed at 7:01 p.m.

Mayor Ramiro Garza, Jr. entertained a motion to suspend Roberts Rules of Order for this item.

MOTION: Councilmember Johnny Garcia to Suspend Roberts Rules of Order for Item 6. E.

SECOND: Councilmember Daniel “Dan” Diaz
There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. inquired if one Council member is out would it still require the super majority.

Omar Ochoa, City Attorney stated this item still requires the four votes to overturn the Planning and Zoning decision.

Councilmember Johnny Garcia stated he has been on Gwin Road many times and his concerns is the safety issue, the street has no shoulders, no sidewalks and there is a school zone in that area yet there are no traffic lights. There is a lot of incomplete infrastructure and the city needs to improve areas like these before continuing the growth.

MOTION: Councilmember Johnny Garcia to Deny an Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District, 9.91 Acres, All of Lot 16, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision, Proposed RG Subdivision, Located at 4708 North Gwin Road, as Requested by Rio Delta Engineering on Behalf of RG Enterprises LLC.

SECOND: Councilmember Daniel “Dan” Diaz

Councilmember Daniel “Dan” Diaz, stated there is a lot on in the city and he questions the parameters, like how many car washes can the city have and still be responsible growth? For the developers he stated when residents oppose a proposal it is very hard for the Council to go against them because the Council is here to represent the residents. Councilmember Diaz stated he advocates that developers should always talk to the neighbors when proposing a development.

Councilmember Jason De Leon stated if the development were to take place what improvements would be made to help the entire surrounding community.

There was discussion, Jaime Acevedo, Director of Planning and Zoning addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Deny carried.

- F. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, a 0.48 of an Acre Tract of Land Being a Portion of Lot 16, Section 245, Texas-Mexican Railway Company's Survey Subdivision, Located at 3605 East Richardson Road, as Requested by Rolando Ramos. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]**

Mayor Ramiro Garza, Jr. declared the hearing open for public comments at 7:17 p.m. there being no comments, Mayor Ramiro Garza, Jr. declared the hearing closed 7:18 at p.m..

MOTION: Councilmember Johnny Garcia to Approve an Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, a 0.48 of an Acre Tract of Land Being a Portion of Lot 16, Section 245, Texas-Mexican Railway Company's Survey Subdivision, Located at 3605 East Richardson Road, as Requested by Rolando Ramos.

SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- G. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Lot 3, Block 7, Country Club Place Subdivision, Located at 1209 South 10th Avenue, as Requested by Quintanilla, Headley & Associates on Behalf of Andre Maldonado. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]**

Mayor Ramiro Garza, Jr. declared the hearing open for public comments at 7:19 p.m.

Alfonso Quintanilla stated this request is to build Mr. Maldonado a law practice building.

There being no further comments, Mayor Ramiro Garza, Jr. declared the hearing closed

at 7:19 p.m.

MOTION: Councilmember Daniel “Dan” Diaz to Approve the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Lot 3, Block 7, Country Club Place Subdivision, Located at 1209 South 10th Avenue, as Requested by Quintanilla, Headley & Associates on Behalf of Andre Maldonado.

SECOND: Councilmember Johnny Garcia

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- H. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 50, Villa Del Sol Subdivision, Located at 1212 Starshine Drive, as Requested by Tony Resendez on Behalf of Rubicon Construction Group. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]**

Mayor Ramiro Garza, Jr. declared the hearing open for public comments at 7:19 p.m. There being no comments, Mayor Ramiro Garza, Jr. declared the hearing closed 7:19 p.m.

MOTION: Councilmember Daniel “Dan” Diaz to Approve the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 50, Villa Del Sol Subdivision, Located at 1212 Starshine Drive, as Requested by Tony Resendez on Behalf of Rubicon Construction Group.

SECOND: Councilmember Johnny Garcia

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- I. Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Industrial, General (IG) District, 27.590 Acres Out of Lot 5, Section 246, Texas-Mexican Railway Company's Survey Subdivision, Located at 901 East Chapin Road, as Requested by Mario A. Reyna, P.E. on Behalf of ROTU Investments, LLC. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

Mayor Ramiro Garza, Jr. declared the hearing open for public comments at 7:19 p.m.

Fern McClaughtery stated she would like an explanation of what this is and what happens if the area were to flood, would this be harmful for the environment

Leo Nares stated the containers are battery storage, the batteries are similar to the battery on a cell phone. The batteries are stacked up and totally enclosed in metal containers, it is a solid material used to store power from the grid. These batteries are used to ease the high demands of off the power grid during peak times. If the area were to flood they metal containers are elevated off the ground. This is a 170 million dollar investment on eight acres of land.

There being no comments, Mayor Ramiro Garza, Jr. declared the hearing closed at 7:23 p.m.

MOTION: Councilmember Daniel "Dan" Diaz to Approve the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Industrial, General (IG) District, 27.590 Acres Out of Lot 5, Section 246, Texas-Mexican Railway Company's Survey Subdivision, Located at 901 East Chapin Road, as Requested by Mario A. Reyna, P.E. on Behalf of ROTU Investments, LLC.

SECOND: Councilmember Johnny Garcia

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

7. **PETITION**

- A. Consider the Petition Providing for the Voluntary Annexation of 8.350 Acres, More or Less, Out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey Subdivision, Volume 1, Page 16, Hidalgo County Map Records, City of Edinburg, Texas and is Located at 1534 North Kenyon Road, as Requested by Melden & Hunt, Inc., on Behalf of Sandra E. Acevedo. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve the Voluntary Annexation of 8.350 Acres, More or Less, Out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey Subdivision, Volume 1, Page 16, Hidalgo County Map Records, City of Edinburg, Texas and is Located at 1534 North Kenyon Road, as Requested by Melden & Hunt, Inc., on Behalf of Sandra E. Acevedo.

SECOND: Councilmember Johnny Garcia

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

8. VARIANCES

- A. Consider Variance to the City's Unified Development Code, Article 3, Section 3.102-1, Single-Family Detached Lot and Building Standards, Residential Primary, Rear Yard Setbacks for the Proposed the Embers II Subdivision, Being a 20.95 Acres Tract of Land Out of Lot 4, Block 1, A.J. McColl Subdivision, Located at 3207 South Jackson Road, as Requested by Quintanilla, Headley & Associates, Inc., on Behalf of MDG Investments Group, LLC. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Johnny Garcia to Approve Variance to the City's Unified Development Code, Article 3, Section 3.102-1, Single-Family Detached Lot and Building Standards, Residential Primary, Rear Yard Setbacks for the Proposed the Embers II Subdivision, Being a 20.95 Acres Tract of Land Out of Lot 4, Block 1, A.J. McColl Subdivision, Located at 3207 South Jackson Road, as Requested by Quintanilla, Headley & Associates, Inc., on Behalf of MDG Investments Group, LLC.

SECOND: Councilmember Daniel "Dan" Diaz

There was discussion. Jaime Acevedo, Director of Planning and Zoning, addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- B.** Consider Variance Request to the City's Unified Development Code Table 3.102-4 Duplex and Multiplex Lot and Building Standards, Lot Width for the Proposed the Villas on Canton Subdivision a 10.00-Acre Tract of Land out of Lot 2, Block 55, Alamo Land and Sugar Company Subdivision, Located at 3500 East Canton Road, as Requested by Melden & Hunt, Inc., on Behalf of A.I.M.Z Development, LLC. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Jason De Leon to Approve Variance to the City's Unified Development Code Table 3.102-4 Duplex and Multiplex Lot and Building Standards, Lot Width for the Proposed the Villas on Canton Subdivision a 10.00-Acre Tract of Land out of Lot 2, Block 55, Alamo Land and Sugar Company Subdivision, Located at 3500 East Canton Road, as Requested by Melden & Hunt, Inc., on Behalf of A.I.M.Z Development, LLC.

SECOND: Councilmember Johnny Garcia

There was discussion. Jaime Acevedo, Director of Planning and Zoning, addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

9. ORDINANCES

- A.** Consider Ordinance Providing for the Voluntary Annexation of a 600.885 Acres of Land Located in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and Being a Portion of the San Salvador Del Tule Grant, a Subdivision of Record to the Map or Plat Thereof Recorded in Volume 10, Pages 58-60, Maps Records of Hidalgo County, Texas, and a Portion of Baker’s Subdivision of the Cucharria Tract, a Subdivision of Record According to the Map or Plat Thereof Recoded in Volume 2, Page 46, Map Records of Hidalgo County, Texas; and Further Being All of that Certain

Called 69.4 Acres of Land Conveyed to the City of Edinburg as Described in Document Number 2021-3295105, Official Records of Hidalgo County, Texas; All of that Certain Called 86.70 Acres of Land (Tract 1) and that Certain Called 257.51 Acres of Land (Tract 2) Conveyed to the City of Edinburg, as Described in Document 2009-2043501, Official Records of Hidalgo County, Texas; All of that Certain Called 126.455 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 2013-2406486, Official Records of Hidalgo County, Texas; All of that Certain Called 59.93 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 2013-2406487, Official Records of Hidalgo County, Texas, Located at 15600 North I-69C., as Requested by the City of Edinburg. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Johnny Garcia to Approve Ordinance Providing for the Voluntary Annexation of a 600.885 Acres of Land Located in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and Being a Portion of the San Salvador Del Tule Grant, a Subdivision of Record to the Map or Plat Thereof Recorded in Volume 10, Pages 58-60, Maps Records of Hidalgo County, Texas, and a Portion of Baker's Subdivision of the Cucharria Tract, a Subdivision of Record According to the Map or Plat Thereof Recoded in Volume 2, Page 46, Map Records of Hidalgo County, Texas; and Further Being All of that Certain Called 69.4 Acres of Land Conveyed to the City of Edinburg as Described in Document Number 2021-3295105, Official Records of Hidalgo County, Texas; All of that Certain Called 86.70 Acres of Land (Tract 1) and that Certain Called 257.51 Acres of Land (Tract 2) Conveyed to the City of Edinburg, as Described in Document 2009-2043501, Official Records of Hidalgo County, Texas; All of that Certain Called 126.455 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 2013-2406486, Official Records of Hidalgo County, Texas; All of that Certain Called 59.93 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 2013-2406487, Official Records of Hidalgo County, Texas, Located at 15600 North I-69C., as Requested by the City of Edinburg.

SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- B.** Consider Ordinance Providing for the Voluntary Annexation of a 50.493 Acres of Land in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and Being a

Portion of the San Salvador Del Tule Grant, a Subdivision Record According to the Map or Plat Thereof Recoded in Volume 10, Pages 58-60, Map Records of Hidalgo County, Texas and Further Being All of that Certain Called 9.65 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 1997-575056, Official Records of Hidalgo County, Texas and the Remainder of that Certain Called 34.46 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 1997-575057, Official Records of Hidalgo County, Texas, and a Portion of F.M. Highway 490 Right of Way, Located at 17000 North I-69C., as Requested by the City of Edinburg. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Johnny Garcia to Approve Ordinance Providing for the Voluntary Annexation of a 50.493 Acres of Land in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and Being a Portion of the San Salvador Del Tule Grant, a Subdivision Record According to the Map or Plat Thereof Recoded in Volume 10, Pages 58-60, Map Records of Hidalgo County, Texas and Further Being All of that Certain Called 9.65 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 1997-575056, Official Records of Hidalgo County, Texas and the Remainder of that Certain Called 34.46 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 1997-575057, Official Records of Hidalgo County, Texas, and a Portion of F.M. Highway 490 Right of Way, Located at 17000 North I-69C., as Requested by the City of Edinburg.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- C. Consider Ordinance Providing for a Temporary Special Use Permit for the “University Drafthouse Beerfest 2023” to be Held on Saturday, October 14, 2023, at the Edinburg Economic Development Corporation Promenade Area Located at 501 W. McIntyre Street. as Requested by the Edinburg Chamber of Commerce and University Draft House. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Councilmember Daniel “Dan” Diaz to Approve Ordinance Providing for a Temporary Special Use Permit for the “University Drafthouse Beerfest 2023” to be Held on Saturday, October 14, 2023, at the Edinburg Economic Development Corporation Promenade Area Located at 501 W. McIntyre Street. as Requested by the Edinburg Chamber of Commerce and University Draft House.

SECOND: Councilmember Johnny Garcia

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- D. Consider Ordinance Providing for a Temporary Special Use Permit for “Sacred Heart Catholic Church Annual Kermese” to be Held Saturday, October 14, 2023, Being Edinburg Original Townsite, Block 319, Lots 1-5, Located at 216 N. 16th Street at Sacred Heart Catholic Church, As Requested by Sacred Heart Catholic Church. [Jaime Acevedo, Director of Planning and Zoning]**

MOTION: Councilmember Jason De Leon to Approve Ordinance Providing for a Temporary Special Use Permit for “Sacred Heart Catholic Church Annual Kermese” to be Held Saturday, October 14, 2023, Being Edinburg Original Townsite, Block 319, Lots 1-5, Located at 216 N. 16th Street at Sacred Heart Catholic Church, As Requested by Sacred Heart Catholic Church.

SECOND: Councilmember Johnny Garcia

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- E. Consider Ordinance Providing for a Temporary Special Use Permit for the 15th Annual “Love Your Cha-Chas” 5K Run/Walk to be Held on Saturday, October 28, 2023, Being a portion of Lot 10, Block 271, Texas-Mexican Railway Company's Survey, Located 1800 Mark S. Pena Drive, at Richard Flores Stadium as Requested by JoAnne Perez Pena. [Jaime Acevedo, Director of Planning and Zoning]**

Gia Pena, Love Your ChaChas Run/walk Race for breast cancer awareness stated this year they are celebrating 15 years, Fiesta style. She said they are excited they have over

1300 participants and more still calling to register. Ms. Pena stated she was present to seek the approval from the Council for the Special Use Permit and the waiver of fees. She said she would like to personally invite the Council and the entire community to come out and support the runners/walkers as they raise awareness on Saturday, October 28, 2023 at Richard Flores Stadium at 8:00 a.m.

MOTION: Councilmember Daniel “Dan” Diaz to Approve the Ordinance Providing for a Temporary Special Use Permit for the 15th Annual “Love Your Cha-Chas” 5K Run/Walk to be Held on Saturday, October 28, 2023, Being a portion of Lot 10, Block 271, Texas-Mexican Railway Company's Survey, Located 1800 Mark S. Pena Drive, at Richard Flores Stadium as Requested by JoAnne Perez Pena.

SECOND: Councilmember Johnny Garcia

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

10. CONTRACTUAL

- A. Consider Authorizing the City Manager to Enter Into a Memorandum of Agreement (MOA) Between the City of Edinburg Public Works Department, and the Lower Rio Grande Valley Regional Texas Pollutant Discharge Elimination System TPDES Stormwater Task Force Partnership, Inc. for Preparation of a (TPDES) Stormwater Permit Application and Stormwater Program Plan for the Lower Rio Grande Valley TPDES Stormwater Task Force. [Vincent A. Romero, CPM, Public Works Director]**

MOTION: Councilmember Daniel “Dan” Diaz to Approve Authorizing the City Manager to Enter Into a Memorandum of Agreement (MOA) Between the City of Edinburg Public Works Department, and the Lower Rio Grande Valley Regional Texas Pollutant Discharge Elimination System TPDES Stormwater Task Force Partnership, Inc. for Preparation of a (TPDES) Stormwater Permit Application and Stormwater Program Plan for the Lower Rio Grande Valley TPDES Stormwater Task Force.

SECOND: Councilmember Johnny Garcia

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- B. Consider Authorizing the City Manager to Enter Into a Memorandum of Agreement (MOA) Between the City of Edinburg Police Department, and the University of North Texas at Dallas to House the Regional Director for the Peer Support Network at the Edinburg Police Department. [Jaime Ayala, Police Chief]**

MOTION: Councilmember Daniel “Dan” Diaz to Approve Authorizing the City Manager to Enter Into a Memorandum of Agreement (MOA) Between the City of Edinburg Police Department, and the University of North Texas at Dallas to House the Regional Director for the Peer Support Network at the Edinburg Police Department.

SECOND: Councilmember Johnny Garcia

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- C. Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation for the Construction of the New US Business 281 One Million Gallon Composite Elevated Water Storage Tank. [Tomas D. Reyna, Assistant City Manager]**

MOTION: Councilmember Johnny Garcia to Approve Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation for the Construction of the New US Business 281 One Million Gallon Composite Elevated Water Storage Tank.

SECOND: Councilmember Jason De Leon

There was discussion. Myra L. Ayala, City Manager, addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- D. Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation for the Construction of the New Astro-turf Baseball Fields at Municipal Park. [Tomas D. Reyna, Assistant City]**

MOTION: Councilmember Daniel “Dan” Diaz to Approve Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation for the Construction of the New Astro-turf Baseball Fields at Municipal Park.

SECOND: Mayor Ramiro Garza, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- E. Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation for the Construction of the Sewer Line Expansion for East Owassa Road to Provide First Time Sewer Service. [Tomas D. Reyna, Assistant City Manager]**

MOTION: Councilmember Johnny Garcia to Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation for the Construction of the Sewer Line Expansion for East Owassa Road to Provide First Time Sewer Service.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- F. Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 with Melden & Hunt, Inc. Based on RFQ 2022-005, Professional Engineering Services for the Design of Municipal Park Turf Fields for an Amount Not to Exceed \$52,000.00 and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Mardoqueo Hinojosa, P.E. CFM, City Engineer]

MOTION: Councilmember Johnny Garcia to Approve Authorizing the City Manager to Enter Into Job Task Order No. 1 with Melden & Hunt, Inc. Based on RFQ 2022-005, Professional Engineering Services for the Design of Municipal Park Turf Fields for an Amount Not to Exceed \$52,000.00 and Authorize the City Manager to Enter Into an Agreement Relating Thereto.

SECOND: Councilmember Daniel “Dan” Diaz

There was discussion. Myra L. Ayala, City Manager, addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- G. Consider Authorizing the City Manager to Pay the Smart Water Meter Software Annual Subscription to Kamstrup Water Metering, LLC in the Amount of \$31,334.88. [Gerardo Carmona Jr, P.E., Director of Utilities]

MOTION: Councilmember Johnny Garcia to Approve Authorizing the City Manager to Pay the Smart Water Meter Software Annual Subscription to Kamstrup Water Metering, LLC in the Amount of \$31,334.88.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

11. AWARDING OF BIDS

- A. Consider Awarding RFP No. 2023-014, Aviation Fuel Supplier and Support to Titan Aviation Fuels for their Fuel and Equipment Unit Prices as Listed for a Term of Three (3) Years, with an Option to Renew Three (3) Additional Years and Authorize the City Manager to Execute Any Documents Related Thereto. [Eddie Velarde, Director of Aviation]**

MOTION: Councilmember Daniel “Dan” Diaz to Approve Awarding RFP No. 2023-014, Aviation Fuel Supplier and Support to Titan Aviation Fuels for their Fuel and Equipment Unit Prices as Listed for a Term of Three (3) Years, with an Option to Renew Three (3) Additional Years and Authorize the City Manager to Execute Any Documents Related Thereto.

SECOND: Councilmember Johnny Garcia

There was discussion. Eddie Velarde, Director of Aviation, addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- B. Consider Awarding RFP No. 2023-016, City of Edinburg Comprehensive Plan to Kendig Keast Collaborative for their Proposal of \$250,000.00 and Authorize the City Manager to enter into a professional services contract Pursuant to the City’s Ordinances and Procurement Policies. [Jaime Acevedo, Director of Planning & Zoning]**

MOTION: Councilmember Johnny Garcia to Approve Awarding RFP No. 2023-016, City of Edinburg Comprehensive Plan to Kendig Keast Collaborative for their Proposal of \$250,000.00 and Authorize the City Manager to enter into a professional services contract Pursuant to the City’s Ordinances and Procurement Policies.

SECOND: Councilmember Jason De Leon

There was discussion. Jaime Acevedo, Director of Planning and Zoning, addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel "Dan" Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- C. Consider Authorizing the Purchase of Two (2) New Smart View 360°Cameras with Hardware Included through the Texas Local Government Purchasing Cooperative (BuyBoard) to AM Signal. LLC of Littleton, Colorado, in the Amount of \$37,991.06. [Vincent A. Romero, CPM, Public Works Director]

MOTION: Councilmember Johnny Garcia to Approve Authorizing the Purchase of Two (2) New Smart View 360°Cameras with Hardware Included through the Texas Local Government Purchasing Cooperative (BuyBoard) to AM Signal. LLC of Littleton, Colorado, in the Amount of \$37,991.06.

SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel "Dan" Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- D. Consider Awarding Bid No. 2023-28, HMAC Type D Hotmix, a One (1) Year Supply Agreement to Frontera Materials, Inc. for their Unit Price of \$71.00 Per Ton of River Rock Type "D" Hot Mix and \$77.50 Per Ton of Limestone Type "D" Hot Mix and Award a One (1) Year Supply Agreement to the Alternate Vendor, Terra Firma Materials, LLC. for their Unit Price of \$75.45 Per Ton of River Rock Type "D" Hot Mix and \$75.45 Per Ton of Limestone Type "D" Hot Mix. [Vincent A. Romero, CPM, Public Works Director]

MOTION: Councilmember Johnny Garcia to Approve Awarding Bid No. 2023-28,

HMAC Type D Hotmix, a One (1) Year Supply Agreement to Frontera Materials, Inc. for their Unit Price of \$71.00 Per Ton of River Rock Type “D” Hot Mix and \$77.50 Per Ton of Limestone Type “D” Hot Mix and Award a One (1) Year Supply Agreement to the Alternate Vendor, Terra Firma Materials, LLC. for their Unit Price of \$75.45 Per Ton of River Rock Type “D” Hot Mix and \$75.45 Per Ton of Limestone Type “D” Hot Mix.

SECOND: Councilmember Daniel “Dan” Diaz

There was discussion. Vincent A. Romero, CPM, Public Works Director, addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. requested an updated map of the streets be posted on the City’s webpage.

- E. Consider Awarding Bid No. 2023-29, City Wide Pavement Markings to Valley Striping Corp., Per Unit Prices and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Vincent Romero, Public Works Director]

MOTION: Councilmember Johnny Garcia to Approve Awarding Bid No. 2023-29, City Wide Pavement Markings to Valley Striping Corp., Per Unit Prices and Authorize the City Manager to Enter Into an Agreement Relating Thereto.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- F. Consider Awarding Bid No. 2023-31, Bi-Annual Maintenance Service Agreement for City Wide Generators, to Waukesha – Pearce Industries, L.L.C. for their Unit Prices as

Listed for the Total Amount of \$80,639.29 and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Vincent Romero, Public Works Director]

MOTION: Councilmember Johnny Garcia to Approve Awarding Bid No. 2023-31, Bi-Annual Maintenance Service Agreement for City Wide Generators, to Waukesha – Pearce Industries, L.L.C. for their Unit Prices as Listed for the Total Amount of \$80,639.29 and Authorize the City Manager to Enter Into an Agreement Relating Thereto.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- G. Consider Awarding Bid No. 2023-32, Annual Plant Chemicals to the Lowest Bidder Per Line Item on a Per Unit Price and Execute Any Related Documents Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]**

MOTION: Councilmember Johnny Garcia to Approve Awarding Bid No. 2023-32, Annual Plant Chemicals to the Lowest Bidder Per Line Item on a Per Unit Price and Execute Any Related Documents Thereto.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- H. Consider Awarding RFP No. 2023-008, Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank, to Landmark Structures I, L.P. in the Amount Not to Exceed \$5,037,000.00 and Authorize the City Manager to Execute Any Documents**

Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember Johnny Garcia to Approve Awarding RFP No. 2023-008, Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank, to Landmark Structures I, L.P. in the Amount Not to Exceed \$5,037,000.00 and Authorize the City Manager to Execute Any Documents Related Thereto.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

12. ECONOMIC DEVELOPMENT

- A. Discuss and Consider Approval of the Edinburg Economic Development Corporation's Renewal of the UTRGV Technical Assistance Contract for Fiscal Year 2023-2024. (The Edinburg EDC Approved this Item by a Vote of 6-1 on September 26, 2023). [Raudel Garza, Edinburg EDC Executive Director]**

MOTION: Councilmember Johnny Garcia to Approve of the Edinburg Economic Development Corporation's Renewal of the UTRGV Technical Assistance Contract for Fiscal Year 2023-2024. (The Edinburg EDC Approved this Item by a Vote of 6-1 on September 26, 2023).

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

- B. Discuss and Consider the Fiscal Year 2023-2024 Staffing Services Agreement Between**

the City of Edinburg and Edinburg Economic Development Corporation. (The Edinburg EDC Board Approved this Item by a Vote of 7-0 on September 26, 2023) [Raudel Garza, Edinburg EDC Executive Director]

MOTION: Councilmember Johnny Garcia to Approve the Fiscal Year 2023-2024 Staffing Services Agreement Between the City of Edinburg and Edinburg Economic Development Corporation. (The Edinburg EDC Board Approved this Item by a Vote of 7-0 on September 26, 2023).

SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

13. RESOLUTIONS

- A.** Consider Resolution Authorizing the City Manager to Submit an Application for Bipartisan Infrastructure Investment and Jobs Act FY24 Federal Aviation Administration Airport Terminal Program Grant, and Execute Documents Related Thereto. [Eddie Velarde, Director of Aviation]

MOTION: Councilmember Daniel “Dan” Diaz to Approve a Resolution Authorizing the City Manager to Submit an Application for Bipartisan Infrastructure Investment and Jobs Act FY24 Federal Aviation Administration Airport Terminal Program Grant, and Execute Documents Related Thereto.

SECOND: Councilmember Johnny Garcia

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

B. Consider Resolution in Support of the RGV Recompete Coalition and the University of Texas Rio Grande Valley in the Submission of the Region's Recompete Plan and Strategy Development Grant. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember Johnny Garcia to Approve a Resolution in Support of the RGV Recompete Coalition and the University of Texas Rio Grande Valley in the Submission of the Region's Recompete Plan and Strategy Development Grant.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

C. Discuss and Consider Resolution Nominating a Candidate or Candidates for the Board of Directors of the Hidalgo County Appraisal District for 2024-2025. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember Daniel “Dan” Diaz Nominated Richard Garza as a Candidate or Candidates for the Board of Directors of the Hidalgo County Appraisal District for 2024-2025.

SECOND: Councilmember Johnny Garcia

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

MOTION: Councilmember Jason De Leon to reconsider Item 13. C. Discuss and Consider Resolution Nominating a Candidate or Candidates for the Board of Directors of the Hidalgo County Appraisal District for 2024-2025.

SECOND: NONE

14. ELECTION

- A. Consider Authorizing the City Manager to Enter into a Contract for Election Services Between the City of Edinburg and the Hidalgo County Elections Administrator for the City of Edinburg Municipal General Election to be Held on November 07, 2023. [Clarice Y. Balderas, City Secretary]**

MOTION: Councilmember Johnny Garcia to Approve Authorizing the City Manager to Enter into a Contract for Election Services Between the City of Edinburg and the Hidalgo County Elections Administrator for the City of Edinburg Municipal General Election to be Held on November 07, 2023.

SECOND: Councilmember Daniel “Dan” Diaz

There was discussion. Clarice Y. Balderas, City Secretary, addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

15. APPOINTMENTS

- A. Consider Appointments to the following City Advisory Boards, Councils, Commissions and Committees: Charter Review Committee, Five Members; Cultural Activities Board, Two Members. [Clarice Y. Balderas, City Secretary]**

MOTION: Councilmember Daniel “Dan” Diaz to Appoint Andres Palma, Councilmember Jason De Leon to Appoint Diane Teter, Councilmember Johnny Garcia to Appoint Joe Loya, and Mayor to Appoint Albert Morales to the Charter Review Committee, Five Members.

MOTION: Councilmember Daniel “Dan” Diaz to Appoint Pedro Lopez and Jeffery Ward to Cultural Activities Board, Two Members.

SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and

Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

16. CONSENT AGENDA

- A. Consider Canceling or Rescheduling the Tuesday, November 07, 2023 Regular City Council Meeting. [Clarice Y. Balderas, City Secretary]**

MOTION: Councilmember Daniel “Dan” Diaz to Reschedule the Tuesday, November 07, 2023 Regular City Council Meeting to November 02, 2023.

SECOND: Councilmember Johnny Garcia

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

17. OTHER BUSINESS

- A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]**

Mayor Ramiro Garza, Jr. would like to review a proposed plan for sewer in the Gwin Road area.

Mayor Ramiro Garza, Jr. asked for an update and a status presentation for the Shalom Sewer Improvement Project.

Councilmember Daniel “Dan” Diaz said he wants to discuss a plan with a solution for both areas.

Councilmember Daniel “Dan” Diaz would like to discuss an application for the All-America City.

Councilmember Johnny Garcia for staff to look into all the subdivisions that have been annexed in the couple of years that are still on septic tanks.

18. EXECUTIVE SESSION

MOTION: Councilmember Johnny Garcia to Convene Into Executive Session.

SECOND: Councilmember Jason De Leon

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr, Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session at 7:55 p.m.

OPEN SESSION

MOTION: Councilmember Johnny Garcia to Reconvene Into Open Session.

SECOND: Councilmember Daniel “Dan” Diaz

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session at 8:56 p.m. and stated no action was taken in Executive Session.

- A. Consultation with City Attorney and Possible Action Regarding Economic Development Agreements. (§551.071. Consultation with Attorney; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
No Action
- B. Consultation with City Attorney Regarding Agreement with Palm Valley Animal Society. (§551.071. Consultation with Attorney; Closed Meeting.)
No Action
- C. Discussion regarding employment matter. (§551.071. Consultation with Attorney; Closed Meeting; §551.074. Personnel Matters; Closed Meeting.)
No Action

19. ADJOURNMENT

MOTION: Councilmember Daniel “Dan” Diaz to Adjourn the meeting.

SECOND: Councilmember Johnny Garcia

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting 8:57 p.m.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____



MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

OCTOBER 17, 2023

6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
David White	Mayor Pro Tem
Daniel “Dan” Diaz	Councilmember Place 1
Jason De Leon	Councilmember Place 2
Johnny Garcia	Councilmember Place 3
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Omar Ochoa	City Attorney

ABSENT:

None

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Dr. David Alexander, First Baptist Church.

B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary’s posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on October 13, 2023 at 9:00 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Omar Ochoa stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember’s family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

City Attorney Omar Ochoa asked Mayor Pro Tem and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. MAYOR'S REPORT

Mayor Ramiro Garza, Jr. stated he did not have a Mayor's Report but he did want to advise everyone that there are some changes to the Agenda. He stated the City Secretary would be reading the Agenda Items in the efforts to move the meeting along. Nothing else will change.

5. CITY MANAGER'S REPORT

A. Reader's Choice Awards

Myra L. Ayala, City Manager stated she was delighted to share that the city was awarded three Reader's Choice Awards. This being a testament to the hard work and dedication of the city departments. She said these awards reflect the appreciation from the community for the outstanding service and facilities in Edinburg. The Favorite Butterfly and Birding Center was awarded to Parks and Recreation World Birding Center; The Favorite Law Enforcement Agency went to the Edinburg Police Department, Ms. Ayala said they were proud of the dedicated officers who work tirelessly to ensure the safety of the community. Lastly The Favorite Golf Course was awarded to Los Lagos Golf Course, whom have won this award several time this highlights the excellent recreational opportunities The City of Edinburg offers the visitors and the residents. Ms. Ayala thanked everyone who voted and stated it is the trust and confidence in the city's service and facilities that drive staff to continue to excel. Ms. Ayala said in addition to the three awards, 52 businesses in the City of Edinburg won in their respective categories from favorite restaurant, to carwashes, and yogurt shops, all these local businesses stood out. Ms. Ayala congratulated Mario Salinas, Edinburg CISD Superintend for being awarded a Reader's Choice Award.

B. Move with the Mayor Initiative

Myra L. Ayala, City Manager stated they asked the community and the community delivered the City of Edinburg got active, logging over 43,000 minutes of physical activity logged across the community the City of Edinburg took first place in the medium company category in the 2023 Move with the Mayor Campaign. Ms. Ayala stated Mayor Ramiro Garza, Jr. helped kick off the city's successful participation with Edinburg's first Walk with the Mayor Event in September. Move with the Mayor Initiative allows the City of Edinburg to join mayors across the country to do their part and promote a healthy lifestyle reducing health factors and encouraging the community to take a few minutes to run, walk, bike and more just be active.

Mayor Ramiro Garza, Jr. thanked the community for their participation he stated there was an app. Where you registered and logged everything you did from a stretch to water intake just anything you did, and that is what made up the 43,000 minutes. Mayor Garza stated the app. Does not go away, so encourages every to keep going and keep logging.

C. Rescheduled November 07, 2023 City Council Regular Meeting

Myra L. Ayala, City Manager reminded the public the November 07, 2023 Regular City Council Meeting was moved to Thursday, November 02, 2023 at 6:00 p.m.

D. New Agenda Packet Software

Myra L. Ayala, City Manager said just as the Mayor mentioned there are some changes to the packet and the City Council Meeting process and procedures. She stated the city will be using a new agenda packet software and are currently in the process of transitioning. Ms. Ayala deferred to the City Secretary so she can explain where the agenda notices and packets can be found.

Clarice Y. Balderas, City Secretary, stated there was a change in the agenda software and in compliance with the Texas Government Code additional posting requirements the public will continue to find the current agenda on the website. Under the Government tab, then Agendas & Minutes, Meeting Agendas tab. Ms. Balderas stated the older packets could be found through a link at the bottom of the same page under view previous Agendas and Meetings. There may be a interruption for a short period of time while the Information Technology Department works on transferring all those packets into the new software CivicClerk. She said currently there are several impeded links on several of the city's web page, she urged the public to advise the City Secretary of any concerns they may have or if they click on a link and it does not route them to the right page, she stated the HTML agenda will also have a small disruption but it should be up and running by the next City Council Meeting on November 02, 2023. Ms. Balderas apologized for any inconvenience and again welcomed any calls for help to (956) 388-1854.

Myra L. Ayala, City Manager stated once everything is squared away they could have a presentation for the public to show them how to get to the agenda notices and packets.

E. City Council Meeting Procedures

Ms. Ayala said the City Council Meeting procedures are going to be slightly different. The Mayor will be opening the meeting as usual, and identifying the region and the item but the City Secretary will be announcing the item, the council will still motion and take votes, there will still be public comments and so forth this is in the spirit of expediting the meeting

6. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing the Edinburg Housing Authority. [Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary, read the proclamation aloud.

Dr. Martin Castillo, Interim Executive & Human Resources Director, Edinburg Housing Authority, thanked the Council and stated it was a team effort; he thanked all of the Edinburg Housing Authority staff for all their hard work and he thanked the community for helping make this possible.

B. Presentation of Proclamation Recognizing October 16-20, 2023 as Texas Chamber of Commerce Week. [Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary, read the proclamation aloud.

Ronnie Larralde, Executive Director, Edinburg Chamber of Commerce recognized his staff and thanked the council for the recognition. Mr. Larralde stated their 2022-2023 fiscal year was packed with accomplishments they supported the business community in many ways; they built a strong partnerships with more businesses and provided more opportunities for investors to promote their business. He stated the Chamber of Commerce was honored to cut the ribbon and welcomed over 100 new businesses to the City of Edinburg. The Chamber hosted 36 educational seminars through the Chamber and partnerships with UTRGV, SPDC, and the Membership Industry Leaders, providing smart tools for businesses to wisely evaluate and grow their business. The Chamber, keeps in contact with over 1500 business community leaders throughout the region with the weekly newsletter, keeping the regional business leaders informed of the latest and greatest happening in the city. Mr. Larralde said their social media and engagements continue to grow with a combined total of 40,000 fans and followers throughout all platforms. The Chamber, was able to provide the latest updates on government regulations, law changes and resources for the members, their employees through their public affairs, luncheons and breakfast throughout the year. They held 138 chamber events connecting 12,558 people to the business community, the festivals hosted The Night of Lights Parade, Fiesta Edinburg, Texas Cook'Em, and the University Draft House Beer Fest which attracted over 80, 000 people to the City of Edinburg, helping contribute to the city tax revenue. Through the programs, event proceeds and fundraising efforts, the Chamber of Commerce was able to donate over \$43,500 to UTRGV Veterans, High school students and the American Legion. Through their continuing efforts, the Chamber of Commerce was recognized as the Favorite Chamber of Commerce in the Monitors Reader's Choice Awards for 2023, nine times in the last 10 years. Mr. Larralde thanked the Chamber staff, the board ambassadors and the 575 members for the continued support to their mission and programs of work.

Kelly Salazar, President, Chamber of Commerce, stated on behalf of the 575 active members of the Chamber of Commerce they are happy to be part of this organization and she thanked the Council and staff for making it easy to promote the City of Edinburg.

- C. Presentation of Proclamation Recognizing October 15-21, 2023 as St. Matthew's Episcopal School Week. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary, read the proclamation aloud.

Representative of St. Mathews thanked the Mayor, and Council and residents of Edinburg, for the recognition of their school. He stated for the past 46 years, St. Mathew's Episcopal School has educated the young of the City of Edinburg, in a Christ centered environment that strives for academic excellence and spiritual growth. He said with all that is happening in the world to have a place of light even if there are differences politically, ethnically and even religiously. Episcopal means welcoming to everyone and that is what they strive to do. They strive to enrich the lives of all the children and the families that come to their school. He stated they appreciate the city's support and cooperation. They are grateful for the law enforcement, they protect the community and stop by even if just to say Hi. They are grateful for the Fire

Department, who will be visiting the school tomorrow to do a safety program, and they are grateful for the Edinburg CISD that supports them when they need help fundraising and other events that require materials and needs that are beyond their range. He thanked the Council for the continued support.

D. Presentation of Proclamation Recognizing October 2023 as Community Planning Month. [Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary, read the proclamation aloud.

Jaime Acevedo, Director of Planning and Zoning stated as most in this room know Edinburg is the fastest growing city in the Rio Grande Valley and the fifth largest growing in the State of Texas, in the nation depending on the article you read Edinburg is the 11/12 fastest growing city. They will continue with that momentum and look ahead into the future, the goal of the Planning and Zoning Department is to manage growth in a way that benefits all of the residents. Mr. Acevedo thanked the Mayor, Council and management for allowing them the resources and the necessary staff to make this possible. Mr. Acevedo introduced some of the staff present and stated his team works with engineers, developers and citizens to keep the growth in the right direction.

7. PUBLIC COMMENTS

Mario Salinas, Edinburg CISD Superintendent, and Adel Felix Edinburg CISD Assistant Superintendent: were present for a briefing of an item they have on the November 07, 2023 election. Mr. Salinas stated Edinburg CISD has 4,700 full time employees with a budget of over \$400 million a year. Edinburg CISD has the highest paid teachers in the Rio Grande Valley with over 34,000 students attending their schools.

Ms. Felix, stated the Edinburg CISD property tax rate will be decreasing by 21.71 cents and they are asking for three of those pennies through a Voter Approval Tax Ratification Election. The Edinburg CISD total tax rate is \$1.06 for every \$100.00 valuation and their proposed tax rate is 87.50 cents including the effects of the Voter Approval Tax Ratification Election that is a decrease of 18.54 cents over prior years for every \$100.00 valuation. She stated the 3 pennies would generate approximately \$6.7 million to the Edinburg CISD, 3.2 of that would come from tax collections and 3.5 from state school funding. These funds would be used for employee compensation and security enhancements for their campuses. She said additional information concerning the Voter Approval Tax Ratification Election could be found on their website.

Fern McClaugherty: Ms. McClaugherty stated it is that time when they people say no and the council decides there is a need for more money to serve the public. She said there is a perception that winning an election means that you know the needs of the people, so when you decide there was a need for a cultural center or high rise parking, a sports arena, giving one hospital \$10 million without asking the voters, the questions become extremely important when those paying the bills are living in poverty. It is

important that the elected officials select projects that will benefit the people. If the people cannot pay, they risk losing their homes for a project they did not approve. Ms. McClaugherty stated it needs to be made clear that the taxpayers do not want you to increase the debt. Do not put their homes and businesses in jeopardy. She said the Edinburg CISD has decided to place the tax increase on the ballot, the people opposing this action because the state will compensate the school for any lost revenue, with that she hopes everyone vote for the \$100,000 homestead and no for the school district. Ms. McClaugherty said the taxpayer will keep paying because the county decided to maintain the tax rate, but this action will increase its revenue by \$22 million, the tax rate is only half of the issue, the taxing body like all the other bodies will vote to support the existing appraisal district board and therefore the property values will continue to increase. The public has been able to push the legislation into limiting the tax increase to 3.5 and limiting the appraisal district membership for four years; little by little the public is limiting your ability to spend because your spending is increasing poverty, your ability to tax is being used to decide whether businesses will succeed or will fail. The City of Edinburg spends too much money and it needs to reduce this tax rate.

Jesus Saenz, Assistant City Manager: Mr. Saenz thanked the Council and City Manager for creating the Department of Health and Code Enforcement and Animal Care Services, it is a very proactive step and it is really going to help moving forward. Mr. Saenz introduced the Interim Director of Health and Code, Mr. Rafael Gonzalez. Mr. Gonzalez has been with the City of Edinburg for eight years as Enforcement Officer and Enforcement Manager and now he is helping amidst this transition.

Mr. Rafael Gonzalez stated he has been with the City of Edinburg for eight years and has witnessed the growth with Code and Health at one point there were only two code and health officers and now there is seven or eight and as the city grows they will be needing more staff, but for now they are good. He thanked the council for allowing the creation of the department.

Joel R. Saenz: Mr. Saenz stated he was present to see if they can take a proactive approach on the Shalom sewer line, he said there are residents that have been there for 15 to 20 years that are dealing with broken septic tanks. Mr. Saenz stated construction of a new development has begun about 100 ft. away just east of their subdivision, he has hopes that the city will take a proactive approach and soon provide the sewer line they need. There are other issue like drainage but the main concern is the sewer issue. He said it unfortunate that they must come every week to try to get answers and he is hoping this council will guide management and grant the Shalom area sewer.

George Palacios: Mr. Palacios stated the city has restrictions that no one can build in the Shalom Subdivision No. 1; these restrictions have discouraged some of the property owners to build. The restrictions in place make it difficult to sell because as soon as the buyers find out there is no city sewer line they are no longer interested. Mr. Palacios stated he has lived in the Shalom Subdivision for 23 years, and he does not understand what happened or what they need to do to get the much needed sewer line, because the

development on their east side started building less than a year ago and they have a sewer line. Mr. Palacios stated there are sewer lines on both sides of the Shalom Subdivision to which they can be connected to, but with the restrictions, the city has in place they cannot be connected. He said this is a small project it is about 250 ft. length of sewer line needed. He asked the council look at this problem and please help fix it.

Joe Guerra: Mr. Guerra stated he moved to the Shalom Subdivision from Chicago back in 2000, he was happy to build because it was a big lot. From living in a 700 ft. bungalow in Chicago he decided to build big, and he pays close to \$6000 taxes every year. Mr. Guerra stated when he first built he had no issues with a septic tank, but they are now in the city and a broken, clogged septic is unsanitary, they need a sewer line. He said a sewer line runs right by his house and some time back a surveyor went out there and marked the lines but nothing came of it and the lines have since gone away. Mr. Guerra said the Shalom Subdivision is not far from the already existing sewer line he stated they need about 250 ft. of sewer line and he asked that the council help them and not to forget the Shalom Subdivision exists.

Magdiel Castle Assistant Director of Cultural Arts: Mr. Castle thanked the Mayor and Council for their constant and continued support for the department and the Library Cultural Arts Division. Mr. Castle said their next event is Los Muertos Bailan, taking place Saturday, October 21, 2023 at the Promenade Amphitheater. It will span about four city blocks between City Hall and the Museum of Texas History. They will have Group Solido and Elida Y Avante, with two community stages; one at the museum and one at the intersection of 8th Street and McIntyre St. During the event, they will have a community altar dedicated to the late Chief Snider and they invite the community to come out and pay tribute. They will have a traditional Calenda Parade that will start at the museum and it will end at the steps of city hall. This event will begin at 5:00 p.m. and continue until 11:00 p.m. and they invited everyone to come out and celebrate.

Mr. Castle would also like to inform everyone that the Library and Cultural Arts Department received seven Pinnacle Awards at the International Festival and Event Association, they got two silver, two bronze, and three gold. He stated they were marketing awards for the South Texas Film Festival, the Frida Festival, and the Day of the Dead Festival.

Ms. Letty Leija, Director of Library and Cultural Arts invited everyone to join them stating the Day of the Dead was one of their biggest festivals and it is also a day to remember our loved ones especially Fire Chief Shawn Snider. Ms. Leija said everyone should come out and enjoy the four-block celebration and day of remembrance.

There were no further Public Comments.

8. PRESENTATION

- A. Presentation on Public Utility Infrastructure. [Tomas D. Reyna, Assistant City Manager]**

Tomas Reyna, Assistant City Manager, stated this presentation is on the upcoming infrastructure projects, the first couple of projects include the Shalom Dr. off Alberta Road just east of Jackson and Sugar Road right behind the hospital. The infrastructure within Shalom Dr. currently receives the following city's services Fire, Police, Water, Trash, drainage, streets, streetlights, code enforcement, access to all parks, and library. They do have a current waterline the nearest that they would be able to connect off is off Alberta. He stated the subdivision is connected to the city's main just north of the drainage easement. Unfortunately, the drainage easement is dedicated by plat to be maintained by the owners, the city has started to assist but that easement is fenced in and they do not have access to it. Mr. Reyna stated they are proposing an eight-inch sewer line to connect all the way to Alberta Road to extend services to the residents. Each resident will need to ensure with the help of a plumber that they are able to connect to the area. He said they have started the procurement process the plans, they were able to identify the funding for it, and they met with the finance director and are trying to find cost savings. The sewer line, the manholes and the paving they are looking at \$38,000, with the procurement process already in motion Mr. Reyna for a time line they would present council the awards in November, then two to three weeks for contract and signage and they can start working within four weeks.

Mayor Ramiro Garza, Jr. asked how long before they have access to sewer. He stated he appreciates the staff and he wants them to continue following up on this making sure, it is followed through and other issues like this.

Mr. Reyna stated the process was about seven to eight months at which point the residents could contact the plumber to connect them.

Mayor Pro Tem David White stated he would like the public to know that they are listening and they do hear their needs they just cannot talk about it sometimes, it is hard to give false hope until they figure out a solution. He said just know that every time the public has come and spoken to this council they do hear you, there is ethical parts and they have to find a way to get things accomplished.

Councilmember Daniel "Dan" Diaz said he liked to echo what Mayor Pro Tem David White said and he would like for the residents to know not to feel singled out there are many areas that were annexed twenty plus years ago and they are still missing services. Councilmember Diaz said the plan is when development around you is going up it is going to bring things closer but somewhere along the line the ball was dropped, and they are now looking at every area that has been there and untouched in over two decades they are trying to address all those concerns.

Mr. Reyna stated the next project is Gwin Road the section between Monte Cristo Road and Davis, the current services are Fire, Police, water, trash, drainage, streets, streetlights, code enforcement, access to all parks and library. Mr. Reyna said they have started the project development and the primary cost for Phase one that includes all the project development, geotechnical and environmental surveys they are looking at a cost of \$1.5 million, phase two would be the right of way acquisition needed to add all

public infrastructure and widening of the road, estimated at almost \$3.1 million. Phase three would be the current electricity and gas relocations, estimated at \$300,000. Phase four would be the actual engineering design for the area, they are at 2.5. Phase three would be the construction management of the project, which would be the review for the projects, they estimated at about 158. Phase six would be the actual construction for it to be completed they are looking at about \$15.8 million in total to include sewer, new drainage, streets, curbs and gutter, and sidewalks. In total of all phases, it is estimated at almost \$23.5 million for a total build out of the area, with the council's approval they can add this to the five-year CIP plan for the project development.

Mayor Ramiro Garza, Jr. stated he knew widen the road is important but if the road was not widen could there be an option to provide sewer and drainage keeping the roadway the same. He said the project would be kept as a five-year master plan, but one of the main components of the residents as at Shalom Circle they do not have access to sewer.

Mr. Reyna stated they could but it is important to get the right of way acquisitions because there is no additional right of way in the area and that would be a requirement to add sewer, so ultimately it would be in the best interest to require all the right of way. He said they would still need to do all of phase one for it to actually see the alignment and how it works without widening the roadway. Mr. Reyna stated another item they want to bring back the roadway classification for this roadway, right now it is at 80 ft. of right of way and they want to bring it down to a 36 ft. back to back road way.

9. ORDINANCE

- A. Consider Ordinance Providing for the Voluntary Annexation of 8.350 Acres, More or Less, Out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey Subdivision, Volume 1, Page 16, Hidalgo County Map Records, City of Edinburg, Texas and is Located at 1534 North Kenyon Road, as Requested by Melden & Hunt, Inc., on Behalf of Sandra E. Acevedo. [Jaime Acevedo, Director of Planning & Zoning]**

MOTION: Mayor Pro Tem David White to Approve an Ordinance Providing for the Voluntary Annexation of 8.350 Acres, More or Less, Out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey Subdivision, Volume 1, Page 16, Hidalgo County Map Records, City of Edinburg, Texas and is Located at 1534 North Kenyon Road, as Requested by Melden & Hunt, Inc., on Behalf of Sandra E. Acevedo.

SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

10. PETITION

- A. Consider the Petition Providing for the Voluntary Annexation of 46.92 Acres Tract of Land, More or Less, Out of Lots 13, 14, 15 and 16, Block 1, John Closner, Subdivision and Out of Lot 9, Block 51, Alamo Land and Sugar Company Subdivision, Hidalgo County Map Records, Hidalgo County, Texas and is Located at 5300 South Raul Longoria Road, as Requested by Rio Delta Engineering on Behalf of Hollywood Development and Construction LLC. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Johnny Garcia to Approve the Petition Providing for the Voluntary Annexation of 46.92 Acres Tract of Land, More or Less, Out of Lots 13, 14, 15 and 16, Block 1, John Closner, Subdivision and Out of Lot 9, Block 51, Alamo Land and Sugar Company Subdivision, Hidalgo County Map Records, Hidalgo County, Texas and is Located at 5300 South Raul Longoria Road, as Requested by Rio Delta Engineering on Behalf of Hollywood Development and Construction LLC.

SECOND: Councilmember Daniel “Dan” Diaz

There was discussion, Jaime Acevedo, Director of Planning and Zoning addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

11. CONTRACTUAL

- A. Consider Authorizing the City Manager to Enter into an Interlocal Agreement Between the City of Edinburg and the City of McAllen for the Improvements of Storm Sewer and Sanitary Sewer Infrastructure at the Boundary of City of Edinburg and City of McAllen City Limits. [Mardoqueo Hinojosa, P.E., CFM]

MOTION: Councilmember Johnny Garcia to Approve Authorizing the City Manager to Enter into an Interlocal Agreement Between the City of Edinburg and the City of McAllen for the Improvements of Storm Sewer and Sanitary Sewer Infrastructure at the Boundary of City of Edinburg and City of McAllen City Limits.

SECOND: Councilmember Daniel “Dan” Diaz

Mardoqueo Hinojosa, P.E., CFM stated the City of McAllen is working on a storm project that would help their area on Frontera Road and North Carolina along 2nd Street just north of Wisconsin Road and they are connecting to the existing drain ditch. Along the way there is a conflict with the City of Edinburg sewer line, when we found out about their project the City of Edinburg had already expressed interest to drain Hobbs so they asked the City of McAllen to extend from Northgate Lane going north all the way to Hobbs putting in a few inlets so that the City of Edinburg could drain that area.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

12. AWARDING OF BIDS

- A. Consider Authorizing the Expenditure for the Reconditioning of the 836H Compactor by Holt Caterpillar of Edinburg, Texas, in the Amount of \$675,956.92. [Ramiro L. Gomez Jr., Director of Solid Waste Management]**

MOTION: Councilmember Daniel “Dan” Diaz to Approve Authorizing the Expenditure for the Reconditioning of the 836H Compactor by Holt Caterpillar of Edinburg, Texas, in the Amount of \$675,956.92.

SECOND: Councilmember Johnny Garcia

There was discussion, Ramiro L. Gomez Jr.; Director of Solid Waste Management addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- B. Consider Authorizing the Purchase of Two (2) Commercial Side Load Retrievers**

Through the Different Cooperative Purchasing Entities in the State of Texas from Kyrish Truck Centers in the Amount of \$767,406.92. [Ramiro L. Gomez, Director Solid Waste Management]

MOTION: Mayor Pro Tem David White to Approve Authorizing the Purchase of Two (2) Commercial Side Load Retrievers Through the Different Cooperative Purchasing Entities in the State of Texas from Kyrish Truck Centers in the Amount of \$767,406.92.
SECOND: Councilmember Johnny Garcia

There was discussion, Ramiro L. Gomez Jr.; Director of Solid Waste Management addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- C. Consider Authorizing the Purchase of Two (2) Commercial Front Load Retrievers Through the Different Cooperative Purchasing Entities in the State of Texas from Kyrish Truck Centers in the Amount of \$893,014.00. [Ramiro L. Gomez, Director Solid Waste Management]

MOTION: Mayor Pro Tem David White to Approve Authorizing the Purchase of Two (2) Commercial Front Load Retrievers Through the Different Cooperative Purchasing Entities in the State of Texas from Kyrish Truck Centers in the Amount of \$893,014.00.
SECOND: Councilmember Johnny Garcia

There was discussion, Ramiro L. Gomez Jr.; Director of Solid Waste Management addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

13. APPOINTMENTS

- A. Consider Appointments to the following City Advisory Boards, Councils, Commissions and Committees: Charter Review Committee, One Member; Planning and Zoning Commission; One Member; Zoning Board of Adjustments, One Alternate Member. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember Daniel “Dan” Diaz to Appoint Rudy Ramirez to the Planning and Zoning Commission.

SECOND: Mayor Pro Tem David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

MOTION: Councilmember Johnny Garcia to Appoint Ronnie Cavazos to the Zoning Board of Adjustment.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

14. OTHER BUSINESS

- A. Future Items Requested by City Council. (Myra L. Ayala, City Manager)
None

15. CONSENT AGENDA

- A. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas to the Authorized Strength and Classifications of the City of Edinburg Firefighters. [Belinda Torres, Director of Human Resources/Civil Service]

MOTION: Mayor Pro Tem David White to Approve an Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas to the Authorized Strength and Classifications of the City of Edinburg Firefighters.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- B. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas to the Authorized Strength and Classifications of the City of Edinburg Police Officers. [Belinda Torres, Director of Human Resources/Civil Service]

MOTION: Mayor Pro Tem David White to Approve an Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas to the Authorized Strength and Classifications of the City of Edinburg Police Officers.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- C. Consider Ordinance Providing for a Temporary Special Use Permit for the “16th Annual “Children’s Fall Festival” Friday, October 27, 2023, Located at 1100 West Trenton, As Requested by Kassandra Rodriguez Representative of South Texas Health Systems - Children’s Hospital. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Mayor Pro Tem David White to Approve an Ordinance Providing for a Temporary Special Use Permit for the “16th Annual “Children’s Fall Festival” Friday, October 27, 2023, Located at 1100 West Trenton, As Requested by Kassandra Rodriguez Representative of South Texas Health Systems - Children’s Hospital.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- D. Consider Authorizing the City Manager to Enter Into an Agreement with the Following Public Service Agencies: Amigos Del Valle, Inc., C.A.M.P. University, Children’s Advocacy Center of Hidalgo County, Comfort House, Court Appointed Special Advocate of Hidalgo County, Inc. (CASA), Lower Rio Grande Valley Development Council-Area Agency on Aging, and Women Together Foundation. [Marissa Garza, Director of Grants Administration]**

MOTION: Mayor Pro Tem David White to Approve Authorizing the City Manager to Enter Into an Agreement with the Following Public Service Agencies: Amigos Del Valle, Inc., C.A.M.P. University, Children’s Advocacy Center of Hidalgo County, Comfort House, Court Appointed Special Advocate of Hidalgo County, Inc. (CASA), Lower Rio Grande Valley Development Council-Area Agency on Aging, and Women Together Foundation.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- E. Consider Authorizing the City Manager to Enter Into Agreements with Emmanuel Lee**

Rangel of Area956.com and the Museum of South Texas History for the Los Muertos Bailan Festival. [Letty Leija, Director of Library & Cultural Arts]

MOTION: Mayor Pro Tem David White to Approve Authorizing the City Manager to Enter Into Agreements with Emmanuel Lee Rangel of Area956.com and the Museum of South Texas History for the Los Muertos Bailan Festival.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

F. Consider Approving Fiscal Year 2022-2023 Budget Transfers for the Following:
[Ascencion Alonzo, Director of Finance]

Fire Department

1. General Fund: FROM Certification Pay; and Worker's Compensation Ins TO Overtime; Seniority Pay; Assignment Pay; Taxes; Retirement; and Disability Insurance, in the Amount of \$133,040.00 [Omar Garza, Fire Chief]
2. General Fund: FROM Travel, Training, Meetings; Motor Vehicle Fuel; Building; Machines & Equipment; and Membership Dues, Subscr TO Salaries; Seniority Pay; Assignment Pay; Taxes; Retirement; Group Insurance; Disability Insurance; Communications Service Agmnt; and Motor Vehicles-Supplies, in the Amount of \$120,000. [Omar Garza, Fire Chief]

Human Resources

1. General Fund: FROM Office Supplies; Motor Vehicle Fuel; and Other Materials TO Professional Services, in the Amount of \$6,205. [Belinda Torres, Director of Human Resources and Civil Service]

Solid Waste Management

1. Solid Waste Management Fund: FROM Other TO Motor Vehicles- Maintenance, in the Amount of \$110,000. [Ramiro Gomez, Director of Solid Waste Management]

Various

1. General Fund: FROM Cont/Incentive-Vipers Arena; and Cont/Incentive-EDNG 2040 Reb TO Professional Services; Machines & Equipment; Motor Vehicles; Salaries; Seniority Pay; Taxes; Retirement; Group Insurance; Utilities; Audit, PD-LRGVDC-911 DC-Equipment; PD-LRGVDC-911 DC-Training; Election Expenses; General Insurance; Cnty Appraisal Service; C.M. Ins Claims Settlement; and Contributions Other, in the Amount 940,300. [Ascencion Alonzo, Director of Finance]
2. Utility Fund: FROM Salaries, Worker's Compensation Ins; Taxes; Retirement; and Group Insurance TO Certification Pay; Group Insurance; Building & Structures; Machines & Equipment; Overtime; Audit; Credit Card Merch Charges; Admn Charges; SWSC; Admn Charges NAWS; and Bond Fees, in the Amount of 542,000. [Ascencion Alonzo, Director of Finance]
3. Airport Fund: FROM Salaries; Retirement; and Other Capital Outlay TO Professional Services; Communication Serv Agmnts; Utilities; Rents & Contractuals; Motor Vehicles-Maintenance; Machines & Equipment; Other; Office Supplies; Wearing Apparel; Food; Motor Vehicle Fuel; Chemicals-Medical & Lab; Audit; Credit Card Merch Charges; and General Insurance, in the Amount of \$156,800. [Ascencion Alonzo, Director of Finance]
4. Ebony Golf Course Fund: FROM Salaries; and Credit Card Merch Charges TO Communications, Serv Agmnts; Utilities; Rents & Contractuals; Membership Dues, Subscr; Machines & Equipment; Office Supplies; Tools; and Motor Vehicle Fuel, in the Amount of \$9,835. [Ascencion Alonzo, Director of Finance]

MOTION: Mayor Pro Tem David White Approving Fiscal Year 2022-2023 Budget Transfers.

SECOND: Councilmember Johnny Garcia

There was discussion; Janie Alvarez, Assistant Director of Finance addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

16. EXECUTIVE SESSION

MOTION: Councilmember Daniel “Dan” Diaz to Convene Into Executive Session.

SECOND: Councilmember Johnny Garcia

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr, Mayor Pro Tem David White, Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session at 7:17 p.m.

OPEN SESSION

MOTION: Councilmember Johnny Garcia to Reconvene Into Open Session.

SECOND: Mayor Pro Tem David White

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session at 10:00 p.m. and stated no action was taken in Executive Session.

- A. Consultation with City Attorney and Possible Action Regarding Economic Development Agreement with Cuatro Noventa. (§551.071. Consultation with Attorney; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)**

MOTION: Mayor Pro Tem David White to Authorize the City Manager to enter into an amendment for the Economic Development Agreement with Cuatro Noventa on the terms discussed in Executive Session.

SECOND: Councilmember Johnny Garcia

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

B. Consultation with City Attorney and Possible Action Regarding Economic Development Agreements for Project Salad, Project Cold Turkey, and Project Loaf. (§551.071. Consultation with Attorney; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

MOTION: Councilmember Johnny Garcia to Ratify the Economic Development Agreement approved by the Edinburg Economic Development Corporation for Project Salad and Project Cold Turkey.

SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

MOTION: Councilmember Johnny Garcia to Conditionally Ratify an Economic Incentive Agreement for Project Loaf pending final approval by the Edinburg Economic Development Corporation Board.

SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel “Dan” Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried

- C. Consultation with City Attorney and Possible Action Regarding Economic Development Agreement Proposal for Public Infrastructure. (§551.071. Consultation with Attorney; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

No Action

- D. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

No Action

- E. Consultation with City Attorney Regarding Juvenile Curfew Ordinance. (§551.071. Consultation with Attorney; Closed Meeting.)

No Action

- F. Consultation with City Attorney Regarding Amusement Redemption Machine Ordinance. (§551.071. Consultation with Attorney; Closed Meeting.)

No Action

- G. Consultation with City Attorney Regarding Use Permit Ordinance. (§551.071. Consultation with Attorney; Closed Meeting.)

No Action

17. ADJOURNMENT

MOTION: Councilmember Johnny Garcia to Adjourn the meeting.

SECOND: Mayor Pro Tem David White

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia

NAYS: None

ABSENT: Mayor Pro Tem David White

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting 10:03 p.m.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 19, 2023

CONSENT AGENDA

Agenda Item No: 9.I.

Disposition of Records

1. Agenda Item:

Consider Authorizing the Disposition of Approximately 24 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

2. Description:

The City Secretary Department maintains an active Central File System as part of the City's Records Management Program. City departments that maintain record copies are responsible for inventorying the records and submitting requests for disposition to the City Secretary Department. All retention dates for the proposed disposition of records have expired and have been assessed to ensure they comply with the Texas Local Retention Schedules; therefore, staff is requesting disposition of the records that have met their retention period.

By copy of this agenda item and recommendation all City Departments are notified that any non-record copies and digital copies of the records listed for disposition are required to also be disposed of at the same time as the record copy.

The City's Records Committee consists of the City Manager, City Secretary, City Attorney, and Finance Director. If the disposition of records is approved by City Council the Committee will then execute the required forms ascertaining the records listed have been reviewed for applicable value before they are disposed.

3. Staff's Recommendation:

Approve Authorizing the Disposition of Approximately 24 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with the City's Records Management Program and Texas State Library and Archives Commission Local Records Retention Schedules.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Joe Rios, Records Processing
Supervisor

Attachments:

- A. 2022-2023 Disposition of Records
- B. Disposition of Records Laws

DISPOSITION OF RECORDS FOR FY 2022-2023
PRESENTED TO CITY COUNCIL ON DECEMBER 19, 2023

Box No.	Document Description	Date	Retention Period	Records Retention Description	Rec. No.	Disposition Date
FINANCE						
10617	Payroll Files	08/2019 - 11/2019	4	Payroll Deductions	GR1050-50	11/2023
10744	Daily Cash Reports A/R	11/2020	3	Accounts Receivable Records	GR1025-27	11/2023
10745	Daily Cash Reports A/R	11/2020	3	Accounts Receivable Records	GR1025-27	11/2023
10746	Daily Cash Reports A/R	11/2020	3	Accounts Receivable Records	GR1025-27	11/2023
MUNICIPAL COURT						
9390	Finalized Cases Numeric	11/2018	5	Criminal Case Papers	LC2350-04a	11/2023
9391	Final Cases Numeric	11/2018	5	Criminal Case Papers	LC2350-04a	11/2023
9392	Finalized Cases Numeric	11/2018	5	Criminal Case Papers	LC2350-04a	11/2023
9393	Finalized Cases Numeric	11/2018	5	Criminal Case Papers	LC2350-04a	11/2023
9394	Finalized Cases Numeric C/Ct	11/2018	5	Criminal Case Papers	LC2350-04a	11/2023
UTILITY ADMINISTRATION						
11001	Non Construction Contracts - Complaints - Correspondence	2006 2014	4	Contracts, Leases & Agreements	GR1000-25	11/2023
11002	Non Construction Contracts	2006 - 2018	4	Contracts, Leases & Agreements	GR1000-25	11/2023

11003	Non Construction Contracts - Bid Documents	2005 - 2017	4	Contracts, Leases & Agreements	GR1000-25	11/2023
11004	Non Construction Contracts - Correspondence Records	2000 - 2016	4	Contracts, Leases & Agreements	GR1000-25	11/2023
11005	Non Construction Contracts	2002 - 2013	4	Contracts, Leases & Agreements	GR1000-25	11/2023
11008	Non Construction Contracts - Vehicle Inspections	2002 - 2013	4	Contracts, Leases & Agreements	GR1000-25	11/2023
11009	Non Construction Contracts	2006 2014	4	Contracts, Leases & Agreements	GR1000-25	11/2023
11010	Non Construction Contracts	2006 2014	4	Contracts, Leases & Agreements	GR1000-25	11/2023
AVIATION						
11012	Daily Vehicle Inspections Reports, Fuel Logs, Work Orders,	10/2005 - 09/2017	3	Usage Reports	GR1075-20a	09/2020
11013	Daily Vehicle Inspections Reports, Fuel Logs, Fuel Receipts	09/2006 - 09/2017	3	Usage Reports	GR1075-20a	09/2020
11014	Daily Vehicle Inspections Reports, Fuel Logs, Fuel Receipts	09/2013 - 09/2017	3	Usage Reports	GR1075-20a	09/2020
BUILDING SAFETY						
10159	Code Violations - Released of Liens that have Been Paid Off	09/2019 -11/2020	3	Accounts Receivable Records	GR1025-27	11/2023
10160	Code Violations - Released of Liens that have Been Paid Off	09/2019 -11/2020	3	Accounts Receivable Records	GR1025-27	11/2023
CITY SECRETARY						
9818	Application for Certificate Copy of Birth and Death Certificate	11/2020	3	Records of Issuance of Birth & Death Certificates	CC1325-08a	11/2023
POLICE DEPT						
8220	Second & Third Degree Felonies	07/2013 - 10/2013	10	Offense Investigation Records	PS 4125-05b	10/2023

Source: Texas State Library and Archives Commission <https://www.tsl.texas.gov/slrn/pubs/bulletind#Ch201>

TEXAS LOCAL GOVERNMENT CODE

Title 6. Records

Subtitle C. Records Provisions Applying to More Than One Type of Local Government

CHAPTER 202. DESTRUCTION AND ALIENATION OF RECORDS

Section 202.001. DESTRUCTION OF RECORDS.

(a) A local government record may be destroyed if:

1. the record is listed on a valid records control schedule and either its retention period has expired or it has been microfilmed or stored electronically in accordance with the requirements of Chapters 204 and 205;
2. the record appears on a list of obsolete records as provided by Section [203.044](#); or
3. the record is not listed on a records retention schedule issued by the commission and the local government provides notice to the commission at least 10 days before destroying the record as required by Section [441.169](#), Government Code.

(b) The following records may be destroyed without meeting the conditions of Subsection (a):

1. records the destruction or obliteration of which is directed by an expunction order issued by a court pursuant to state law; and
2. records defined as exempt from scheduling or filing requirements by rules adopted by the commission or listed as exempt in a records retention schedule issued by the commission.

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 2017, 85th Leg., R.S., Ch. 1149 (H.B. 557), Sec. 9, eff. September 1, 2017; Acts 2019, 86th Leg., ch. 533 (H.B. 1962), Sec. 13, eff. September 1, 2019.

City of Edinburg – Code of Ordinances

CHAPTER 34 – RECORDS AND INFORMATION MANAGEMENT

RECORDS MANAGEMENT PROGRAM

Sec. 34.24 - Retention and disposition schedules.

Sec. 34.24 - Retention and disposition schedules.

- (A) *Required.* All city offices and departments shall adopt records retention and disposition schedules and destroy, transfer or otherwise dispose of records only according to such schedules.
- (B) *Development; authority granted; revision.*
- (1) Retention periods to be included in records schedules shall be submitted by the Records Manager to the Finance Officer and City Attorney, who shall notify the Records Manager within ten working days of his approval or of any objection to a retention period. At the expiration of the ten-day period, if no objection has been submitted, the records schedule shall be adopted and shall have full force as sufficient authorization for records destruction or other action. If objection is made, the Records Manager shall determine a retention period satisfactory to the office or department concerned, to the Finance Officer and to the City Attorney.
 - (2) When a records retention and disposition schedule is adopted, it shall thenceforth constitute full authority to destroy, transfer, microphotograph or take other actions, and the City Council hereby directs that such action be taken by the Records Manager or under his or her supervision. The Records Manager shall notify the State Librarian of intended destruction, as required by law, but no further notice to the City Council or other city office shall be required.
 - (3) Revision of retention periods shall be submitted for review to the City Attorney and City Finance Officer in the same manner as the original retention periods.

('82 Code, §§ 2-106, 2-107) (Ord. 1270, passed 2-2-88)

State Law reference— Records control schedules, V.T.C.A., Local Government Code § 203.041.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 19, 2023

CONSENT AGENDA

Agenda Item No: 9.J.

Renew Interlocal Agreement

1. Agenda Item:

Consider Authorizing the City Manager to Renew an Interlocal Agreement Between the City of Brownsville, Texas; the City of McAllen, Texas; the City of Pharr, Texas; and the City of Edinburg, Texas, Regarding a Mutual Aid (Burglary and Theft of Motor Vehicle) Law Enforcement Task Force to Cooperate in Certain Criminal Investigations. [Jaime Ayala, Chief of Police]

2. Description:

The Edinburg Police Department has recommended that the City should continue to participate in the South Texas Auto Theft Enforcement Task Force to address auto theft incidents. The Brownsville Police Department will administer the Task Force, which is funded through a grant from the State of Texas (Texas Department of Motor Vehicles).

The participating agencies in addition to the City of Edinburg are the City of Brownsville, City of McAllen, City of Pharr, and the City of Donna. The Edinburg Police Department plans to assign two (2) Police Officers to the Task Force, who will mainly work out of the Edinburg Police Station.

This Agreement will be in effect from September 1, 2023, until August 31, 2024. The total budget for the City of Edinburg is \$236,227.852, with \$165,359.496 being grant funded and \$70,868.356 being the local match. Funding is available in the General Fund, Police Department, Salaries Account No. 100-2000-501100.

3. Staff's Recommendation:

Approve Authorizing the City Manager to renew an Interlocal Agreement between the City of Brownsville, Texas; the City of McAllen, Texas; the City of Pharr, Texas; and the City of Edinburg, Texas, regarding a Mutual Aid (Burglary and Theft of Motor Vehicle) Law Enforcement Task Force to cooperate in certain criminal investigations.

Reviewed by:

Jaime Ayala, Police Chief
Jesus Saenz, Assistant City Manager

Prepared by:

Mary Gonzalez, Grants
Analyst
Iris Alvarado, Management
Services Administrator

Attachments:

- A. Interlocal Agreement FY2024
- B. Budget Digest Form

Interlocal Agreement
State of Texas

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROWNSVILLE, TEXAS
THE CITY OF MCALLEN, TEXAS, THE CITY OF PHARR, TEXAS, THE CITY OF
EDINBURG, TEXAS, AND THE CITY OF DONNA, TEXAS REGARDING A MUTUAL
AID (BURGLARY AND THEFT OF MOTOR VEHICLE) LAW ENFORCEMENT TASK
FORCE TO COOPERATE IN CERTAIN CRIMINAL INVESTIGATIONS**

THIS AGREEMENT is made this _____ day of _____, 2023, in the City of Brownsville, State of Texas, pursuant to the Inter-local Cooperation Act, Texas Government Code, Chapter 791, regarding Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and certain other local Governments, between: (1) the City of Brownsville, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 1001 E. Elizabeth, Brownsville, Cameron County, Texas 78520, acting through the Brownsville City Commission, (2) the City of McAllen, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 1300 West Houston, McAllen, Hidalgo County, Texas 78501, acting through the McAllen City Commission, (3) the City of Pharr, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 118 S. Cage, Pharr, Hidalgo County, Texas 78577, acting through the Pharr City Commission, (4) the City of Edinburg, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 415 W. University Drive, Edinburg, Hidalgo County, Texas 78541, acting through the Edinburg City Council, and (5) the City of Donna, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 307 S. 12th Street, Donna, Hidalgo County, Texas 78537, acting through the Donna City Council.

WITNESSETH

WHEREAS, to continue to combat this state and county problem, working with the appropriate agencies and officials of the State of Texas, the Motor Vehicle Crime Prevention Authority has budgeted certain monies to be funneled to local governments for use in fighting motor vehicle theft crime problems.

WHEREAS, THE CITY OF BROWNSVILLE, several counties and municipalities therein jointly applied, through THE CITY OF BROWNSVILLE, for a share of these monies, to be used in establishing the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE to combat said motor vehicle theft crime problems.

WHEREAS, the MOTOR VEHICLE CRIME PREVENTION AUTHORITY which is administering such funds on behalf of the State of Texas has authorized a grant in the sum of \$1,210,718.00 to be awarded to THE CITY OF BROWNSVILLE and the said participating counties and municipalities for such purposes.

WHEREAS, SOUTH TEXAS AUTO THEFT TASK FORCE has agreed to contribute the total of \$898,176.00 in matching funds if said grant application is approved; and,

WHEREAS, Cameron and Hidalgo County agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties and mutual benefits they will gain by the performance thereof, all in accordance with the provisions hereinafter set forth, THE CITY OF BROWNSVILLE, THE CITY OF MCALLEN, THE CITY OF PHARR, THE CITY OF EDINBURG, and THE CITY OF DONNA AGREE AS FOLLOWS:

I.

PURPOSE OF AGREEMENT

The purpose of the agreement is the establishment of the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE by the above-named parties to utilize a grant from the State of Texas to combat motor vehicle theft crimes throughout Cameron County, Texas and Hidalgo County, Texas. To this extent, the above-named parties, pursuant to action taken by the governing bodies of said parties at duly-scheduled open meetings of same (by resolution of order, as appropriate) have entered into this Agreement to form a mutual aid law enforcement task force to cooperate in motor vehicle theft & burglary criminal investigations, to include the agreement to conduct 68A vehicle inspections as often as scheduling and operations will allow for the individual cities of the task force for purposes of identifying stolen vehicles before titling in Texas. Whereby certain peace officers employed by said parties (as covered by this Agreement) will have the additional investigative authority throughout said counties as set forth in the Agreement, which shall provide for the compensation of the peace officers involved in the activities of the Task Force, which shall be known as the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE.

To be established that there will be a fee for conducting 68A inspections to not be over \$40.00 dollars per inspection. Each agency part of the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE shall decide whether they will charge for this service. The monies generated from these inspections will be deposited into the agency's account which shall be created solely for these events (unless it is deposited into a general account where track of the monies is kept). Once a month the monies generated will be transferred to the Grantee's account where it will be available for their agency's Taskforce member's needs as they arise. Each agency shall keep track of the inspections to include receipts if they so choose to charge.

II.

TERM OF AGREEMENT

This agreement will be effective from September 1, 2023 to August 31, 2024, at which time, said Agreement will terminate. Upon mutual agreement of the parties, set forth in writing and signed by the (participating) parties, assuming that funds are available to do so, this Agreement may be continued, on the same terms, for such periods as desired or is feasible, until modified by subsequent amendment. This Agreement, subject to applicable law and restrictions contained in the aforesaid state grant, may be terminated at any time by mutual agreement of the parties, set forth in writing and signed by the parties.

FUNDING

The said parties paying for the performance of the aforesaid governmental functions or services shall make payment therefore from current revenues available to the paying party.

IV.

EQUIPMENT and PERSONNEL

The SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE shall consist of the following personnel, assigned by the respective entities set forth hereinafter: (1) Detectives/Investigators/Officer, not more than Eighteen (18) at any one time, assigned to the Task Force by the Brownsville Police Department, McAllen Police Department, Pharr Police Department, Edinburg Police Department, and Donna Police Department, the final assignments to be approved by the Board of Governors pursuant to administrative provisions below. The personnel, supplies, and direct operating expenses for the Task Force shall be financed pursuant to and by the aforesaid state grant; a copy of the Budget Schedule there under being annexed hereto as Exhibit "A", which is incorporated by reference herein. The Task Force Commander and all other personnel assigned by the parties to this Agreement shall remain the employees of the party making such assignment and shall not, by virtue of serving on the South Texas Auto Theft Enforcement Task Force, be considered as employees, agents, or servants, of the Board of Governors, of the South Texas Auto Theft Enforcement Task Force, or of any party to this agreement other than the party making said assignment. Upon termination of this agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant (City of Brownsville). The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified, and inventory records will be updated.

V.

AMENDMENTS

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

VI.

COMPENSATION

The officers serving on the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE are entitled to the same wages, salary, pension, and other compensation and rights, including injury or death benefits, as if the service were rendered in the municipality (i.e., city or county) of the officer's regular employment. Moreover, the Officer is also entitled to payment for any reasonable expenses incurred for travel, food or lodging while on duty outside the limits of the territory of the officer's regular employment. To this extent, the officers serving on the TASK FORCE will be compensated in accordance with the salary schedule (which is annexed hereto as Exhibit "A") incorporated into the Budget, as administered by the Board of Governors. Moreover, the municipality (i.e., city or county) regularly employing said officers; shall pay (subject to reimbursement pursuant to the procedures established under the aforesaid state grant,

after the payment is made and reimbursement is requested), all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, lodging, and vehicle lease.

The personnel and sub grantee personnel (listed in the Professional and Contract Services Category) included in this grant shall only perform duties related to statutory purposes outlined in Texas Transportation Code Chapter 1006 and Texas administrative Code Title 43; part 3; Chapter 57. If the positions funded or used as cash match engage in general government duties, then the grantee (and sub-grantees) shall not submit for reimbursement the portion attributed to general government law enforcement operations.

VII.

EXTENT OF AUTHORITY

A law enforcement officer covered by this Agreement may make an arrest anywhere outside the jurisdiction in which the officer is or would be regularly employed, throughout Cameron, and Hidalgo Counties and any other area where such arrest is authorized by law. As required by statute, the law enforcement agencies of the area where the said arrest is made shall be notified of the said arrest without delay, and the notified agency shall make available the notice to the arrest in the same manner as if the arrest were made by a member of that agency.

VIII.

EMPLOYEE STATUS

A law enforcement officer regularly employed by another municipality (i.e. city or county) shall remain the employee of such municipality but shall be considered, for the purpose of making an arrest at any location throughout Cameron and Hidalgo County, to be in service of the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE and a peace officer in and about Cameron and Hidalgo County under the command and supervision of the TASK FORCE COMMANDER. Accordingly, the officer has all the powers of a regular law enforcement officer anywhere in Cameron and Hidalgo, County; to this extent, qualification for office in the municipality (i.e., city or county) or regular employment constitutes qualification for office anywhere in Cameron and Hidalgo Counties, and no additional oath, bond, or compensation is needed. The party who assigns a peace officer to the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE or that regularly employs the TASK FORCE COMMANDER shall remain solely responsible for the health, safety, acts, or omissions of that assigned peace officer or TASK FORCE COMMANDER.

IX.

LEGAL CONSTRUCTION

In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

X.

UNIFORM ASSURANCES

In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment-Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation-Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cyber security Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cyber security training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cyber security training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law-Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of

separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification-to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of South Texas Auto Theft Enforcement Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the

administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act-Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance-Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possesses longer term retention value. Grantee must include the substance of this clause in all sub-awards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct-Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit-The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring-Grantee represents and warrants that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that sub award performance goals are achieved.

XI.

FINANCIAL ADMINISTRATION

In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the

termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

XII.

COMPLIANCE

Grantee and sub-grantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and sub-grantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

XIII.

ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2023.

CITY OF BROWNSVILLE, TEXAS

By: _____
John Cowen Jr., Mayor
(On _____, 2023)

ATTEST:

Name: _____
Title: _____

CITY OF MCALLEN, TEXAS

By: _____
Javier Villalobos, Mayor
(On _____, 2023)

ATTEST:

Name: _____
Title: _____

CITY OF PHARR, TEXAS

By: _____
Ambrosio Hernandez, Mayor
(On _____, 2023)

ATTEST:

Name: _____

Title: _____

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza Jr., Mayor
(On _____, 2023)

ATTEST:

Name: _____

Title: _____

CITY OF DONNA, TEXAS

By: _____
Ricardo L. Morales, Mayor
(On _____, 2023)

ATTEST:

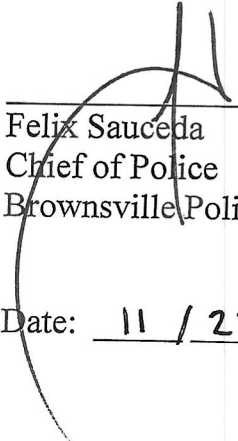
Name: _____

Title: _____

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, **The Brownsville Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by any and all such rules or special conditions relating to the grant.



Felix Saucedo
Chief of Police
Brownsville Police Department

Date: 11 / 27 / 2023

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official

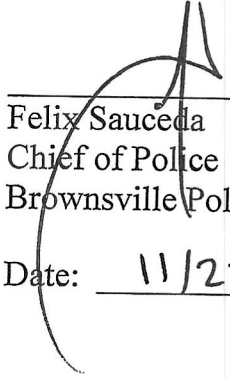
John Cowen Jr., Mayor
Brownsville, Texas 78520

Date

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, the **McAllen Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by any and all such rules or special conditions relating to the grant.



Felix Saucedo
Chief of Police
Brownsville Police Department

Date: 11/27/2023

Victor Rodriguez
Chief of Police
McAllen Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

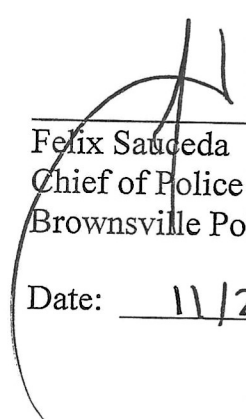
Authorized Official
Javier Villalobos, Mayor
City of McAllen, Texas 78501

Date

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, the **Pharr Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by all such rules or special conditions relating to the grant.



Felix Saucedo
Chief of Police
Brownsville Police Department

Date: 11/27/2023

Juan F. Gonzalez
Chief of Police
Pharr Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

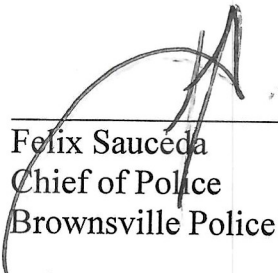
Authorized Official
Ambrosio Hernandez, Mayor
City of Pharr, Texas 78577

Date

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, the **Edinburg Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by all such rules or special conditions relating to the grant.



Felix Saucedo
Chief of Police
Brownsville Police Department

Date: 11/27/2023

Jaime Ayala
Chief of Police
Edinburg Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official
Ramiro Garza, Mayor
City of Edinburg, Texas 78539

Date

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Motor Vehicle Crime Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, the **Donna Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by all such rules or special conditions relating to the grant.



Felix Saucedo
Chief of Police
Brownsville Police Department

Date: 11/27/2023

Gilbert Guerrero
Chief of Police
Donna Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Motor Vehicle Crime Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Motor Vehicle Crime Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official
Ricardo L. Morales, Mayor
City of Donna, Texas 78537

Date

Non-Supplanting Certification

I certify that the programs proposed in this application meet all the requirements of the Texas Transportation Code Chapter 1006 and Texas administrative Code Title 43; part 3; Chapter 57, requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that M.V.C.P.A funds have not been used to replace state or local funds that would have been available in the absence of M.V.C.P.A funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under TAC Rule §57.3 of this title (relating to Compliance Adoption by Reference).

AUTHORIZED OFFICIAL
Helen Ramirez

DATE _____

City of Brownsville
GRANTEE

**SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE
BUDGET DIGEST
FOR
EDINBURG POLICE DEPARTMENT
FY 2024**

	<u>ATPA</u>	<u>PROGRAM INCOME</u>	<u>CASH</u>	<u>IN-KIND</u>	<u>TOTAL</u>
SALARIES	95,236.960		40,815.840		136,052.800
OVERTIME	0.000		0.000		0.000
TMRS	17,032.881		7,299.806		24,332.686
FICA & MEDICARE	8,816.071		3,778.316		12,594.388
INSURANCE	12,378.240		5,304.960		17,683.200
WORKMAN'S COMP	6,142.439		2,632.474		8,774.913
UNEMPLOYMENT COMP	12.600		5.400		18.000
LONGEVITY	756.028		324.012		1,080.040
SUPPLEMENTAL DEATH INSUR	8.400		3.600		12.000
CERTIFICATION PAY	1,960.140		840.060		2,800.200
DISABILITY INSURANCE	299.631		128.413		428.045
SENIORITY PAY	10,849.930		4,649.970		15,499.900
ASSIGNMENT PAY	5,599.776		2,399.904		7,999.680
CLOTHING ALLOWANCE	1,680.000		720.000		2,400.000
VEHICLE LEASE	0.000		0.000		0.000
FUEL/MILEAGE	4,586.400		1,965.600		6,552.000
MOBILE PHONES	0.000		0.000		0.000
OFFICE PHONES					
OFFICE LEASE					
SUPPLIES					
PAGERS					
C/I FUNDS					
TRAINING					
TOTAL	<u>165,359.496</u>		<u>70,868.356</u>		<u>236,227.852</u>



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 19, 2023

CONSENT AGENDA

Agenda Item No: 9.K.

Purchase of Rifle-Resist Vests

1. Agenda Item:

Consider Authorizing the Purchase of 190 NIJ Level III Rifle-Resistant Vests and 380 Rifle-Resistant Plates from Galls, LLC. Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No 670-22 in the Amount of \$317,110.00. [Jaime Ayala, Chief of Police]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas: Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), Texas Interlocal Purchasing Contract (TIPS), and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

Staff is requesting the purchase of rifle-resistant vests and plates to increase officer safety against active shooter threats, long rifle threat events, and protection against barricaded suspects. A quote was obtained from Galls, LLC. through the Texas Local Government Purchasing Cooperative (BuyBoard). Galls, LLC was able to submit their quote with pricing and provided an estimated timeline for the purchase.

Projected delivery within 60 days or prior from date of Purchase Order issuance. If awarded, procurement will adhere to federal guidelines and City policy. The purchase will be made through the Texas Local Government Purchasing Cooperative, BuyBoard Contract No 670-22. Grant funding will be used for the purchase of the 190 NIJ Level III rifle-resistant vests and 380 rifle-resistant plates, Account # 101-2000-581113, Rifle Resistant Body Armor Expenses #4725501. The City Council approved the grant application submission on February 07, 2023. The Office of the Governor awarded the grant amount of \$317,110.00 on September 26, 2023, with no matching funds required. The performance period is one year, beginning September 1, 2023. All funds must be expended by September 30, 2024.

3. Staff's Recommendation:

Approve Authorizing the Purchase of 190 NIJ Level III Rifle-Resistant Vests and 380 Rifle-Resistant Plates from Galls, LLC. Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No 670-22 in the Amount of \$317,110.00.

Reviewed by:

Jaime Ayala, Police Chief
Jesus Saenz, Assistant City Manager

Prepared by:

Iris Alvarado, Management
Services Administrator

Attachments:

A. Galls Quote

- B. Galls Buyboard Information
- C. Galls Quote Compliance
- D. Galls Sam Verification
- E. Special Response Vest Specs
- F. Conflict of Interest



Customer: Edinburg Police Department
Attn: Lt. Chris Blandford

Date: 11/15/2023
Quote Number:

Acct #: 1000945185
Contract: BuyBoard # 670-22

[1000945185](#)

Shipping Charge:

Quote Expiration: Quote is Valid for 60 days, starting 11/10/2023

GQ Item#	Mft Model #		QTY	Retail	Edinburg PD Price	Customization Price	TOTAL
	30260-01	10x12 Multicurve Shooters Cut @2.3lbs	380	\$ -	\$ 695.00	\$ -	\$ 264,100.00
	HC8600B40J	SOHPC w/ KwikClip Plate Carrier	190	\$ -	\$ 279.00	\$ -	\$ 53,010.00
			0	\$ -	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -	\$ -
			0	\$ -	\$ -	\$ -	\$ -
		TOTAL		\$ -	\$ -	\$ -	\$ 317,110.00
				\$ -	\$ -	\$ -	

ETA is 60 days after receipt of order



Vendor Contract Information Summary

Vendor	Galls, LLC
Contact	Tiffany Brewer
Phone	800-876-4242
Email	teamtexas@galls.com
Vendor Website	www.galls.com
TIN	20-3545989
Address Line 1	1340 Russell Cave Rd.
Vendor City	Lexington
Vendor Zip	40505
Vendor State	KY
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Best Way
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Uniforms and Accessories
Contract No.	670-22
Effective	06/01/2022
Expiration	05/31/2025
Accepts RFQs	Yes
Quote Reference Number	670-22
Return Policy	See Extended Exceptions for return policy



Rogelio Garcia <rgarcia@cityofedinburg.com>

Galls Quote BuyBoard Compliance

2 messages

Rogelio Garcia <rgarcia@cityofedinburg.com>

Wed, Nov 15, 2023 at 3:40 PM

To: contractadmin@buyboard.com

Good Afternoon,

Can you please verify if this quote is in compliance with BuyBoard 670-22

Thank You,

**Rogelio Garcia****Police Department**✉: rgarcia@cityofedinburg.com🌐: cityofedinburg.com

📍: 1702 S Closner Blvd, Edinburg, TX 78539



Sign up now for City of Edinburg's **CodeRED**, to get important notifications and dial **311** for any city information/request.

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Galls Quote 11-15-2023.pdf
628K

Contract Admin <ContractAdmin@buyboard.com>

Wed, Nov 15, 2023 at 3:55 PM

To: Rogelio Garcia <rgarcia@cityofedinburg.com>

Information provided is in accordance with vendors awarded BuyBoard contract.

Melonie Perry

Contract Administrator



Due to the high volume of verification requests, members are asked to allow 2 business days for processing.

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

From: Rogelio Garcia <rgarcia@cityofedinburg.com>

To: Contract Admin <ContractAdmin@buyboard.com>

Cc:

Bcc:

Date: Wed, 15 Nov 2023 21:40:31 +0000

Subject: Galls Quote BuyBoard Compliance

Good Afternoon,

Can you please verify if this quote is in compliance with BuyBoard 670-22

Thank You,



Rogelio Garcia

Police Department

✉: rgarcia@cityofedinburg.com

🌐: cityofedinburg.com

📍: 1702 S Closner Blvd, Edinburg, TX 78539



Sign up now for City of Edinburg's [CodeRED](#), to get important notifications and dial **311** for any city information/request.

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2 attachments



Galls Quote 11-15-2023.pdf

628K



Galls Quote BuyBoard Compliance.eml

884K



SAM.gov NCAGE/CAGE Search Issues [Show Details](#)
Nov 15, 2023



[See All Alerts](#)

Entity Validation Processing [Show Details](#)
Nov 7, 2023



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

[<](#) **Core Data**



Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Points of Contact
Assertions
Reps and Certs (FAR/DFARS)
Reps and Certs (Financial Assistance)
Exclusions
Responsibility / Qualification

Entity Information

GALLS, LLC Active Registration

Unique Entity ID CAGE/NCAGE
G7DPAK2M4HP1 48849

Expiration Date

Aug 21, 2024

Physical Address
**1340 Russell Cave Road
Lexington, Kentucky
40505-3114, United States**

Mailing Address
**1340 Russell Cave RD
Lexington, Kentucky
40505-3114, United States**

Purpose of Registration
All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As (blank)	URL HTTPS://WWW.GALLS.COM	Registration Dates	
Division Name (blank)	Division Number (blank)	Activation Date Aug 24, 2023	Initial Registration Date Mar 12, 2002
Congressional District Kentucky 06	State/Country of Incorporation Delaware, United States	Submission Date Aug 22, 2023	

Owner	CAGE	Legal Business Name	Entity Dates	
Immediate Owner	7FAZ5	GALLS INTERMEDIATE HOLDINGS, LLC		
Highest Level Owner	81QW5	GALLS PARENT HOLDINGS, LLC		
			Entity Start Date Sep 22, 1967	Fiscal Year End Close Date Dec 31

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☒ Yes

ENTITY TYPES

Business Types		Socio-Economic Types Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.
Entity Structure	Corporate Entity (Not Tax Exempt)	
Entity Type	Business or Organization	
Profit Structure	For Profit Organization	
Organization Factors	Limited Liability Company	

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments
Yes

Debt Subject To Offset [?](#)
No

ACCOUNT DETAILS

EFT Indicator 0000
CAGE Code 48849

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

Justin Penman, Director of Legal Operations

Address
1340 Russell Cave RD
Lexington, Kentucky 40505
United States

Government Business

Primary Point of Contact

Earl Wilder, Military Sales Lead

Address
1340 Russell Cave RD
Lexington, Kentucky 40505
United States

Alternate Point of Contact

Jeff Fugate

Address
1340 Russell Cave RD
Lexington , Kentucky 40505

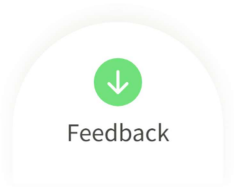
United States

Past Performance

Primary Point of Contact

Bud Wilder

Address
1340 Russell Cave RD
Lexington, Kentucky 40505
United States



Our Website

- About This Site
- Our Community
- Release Notes
- System Alerts

Policies

- Privacy Policy
- Disclaimers
- Freedom of Information Act
- Accessibility

Our Partners

- Acquisition.gov
- USASpending.gov
- Grants.gov
- More Partners

Customer Service

- Help
- Check Entity Status
- Federal Service Desk
- External Resources
- Contact



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SAM.gov
An official website of the U.S. General Services Administration



▲ SOHPC W/ KWIQ-CLIP CLOSURE

SRV

Adaptability is key when responding to any operation. The **Special Response Vest (SRV)** allows an operator to quickly remove and configure the front panel of the vest with various pouches, to meet mission specific requirements.

- **SRV Complete Set Includes:** base vest, throat, collar, yoke, biceps, bicep adapters, trap armor inserts, groin, lower ab/back protector and choice of 5 pouches (Selection is limited to pouches within \$80 retail value or less).
- Quick Release System can be added to the vest at an additional charge.

SRV BASE VEST ►



CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may be awarded funding from goods or services through the City of Edinburg should examine the following:

- * Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?
- * Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?
- * Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- * Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- * To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor/vendor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed or prior to approval of funding for the purchase of goods or services, that he/she is not aware of any improper conflict of interest as described. Also, the contract and/or approval of award will obligate contractors/vendors to exercise due diligence to ensure that no improper conflict situations occur during the duration of the project.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

11/30/2023

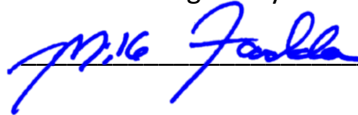
Company/Vendor Name:

Galls, LLC

Printed Name and Title:

Mike Fadden, CEO

Authorized Signatory:





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 19, 2023

CONSENT AGENDA

Agenda Item No: 9.L.

Purchase of two handheld narcotic analytical instruments

1. Agenda Item:

Consider Authorizing the Purchase of Two (2) TruNarc, Handheld Narcotic Analytical Instruments from Thermo Scientific Portable Analytical Instruments Inc. Through the U.S. General Services Administration, (GSA) Contract No. GS-07F-6099R in the Amount of \$51,445.28. [Jaime Ayala, Chief of Police]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas: Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), Texas Interlocal Purchasing Contract (TIPS), U.S. General Services Administration (GSA) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

Staff is requesting the purchase of two handheld narcotic analytical instruments that will allow our officers to quickly and safely identify controlled dangerous substances. Substances can be identified without being removed from their packaging. A quote was obtained from Thermo Scientific Portable Analytical Instruments Inc. through the U.S. General Services Administration (GSA). Thermo Scientific Portable Analytical Instruments Inc. was able to submit their quote with pricing and provided an estimated timeline for the purchase.

The projected delivery is within 90 days or before the date of Purchase Order issuance. If awarded, procurement will adhere to federal guidelines and City policy. The purchase will be made through the Texas Local Government Purchasing Cooperative, GSA Contract No. GS-07F-6099R. Grant funding will be used for the purchase of the TruNarc Handheld Narcotic Analytical Instruments, Account No. 101-2000-585300 – E. Byrne JAG Expenditures. The City Council approved the grant application submission on February 07, 2023. The Office of the Governor awarded the grant amount of \$51,445.28 on October 24, 2023, with no matching funds required. The performance period is one year, beginning October 1, 2023. All funds must be expended by September 30, 2024.

3. Staff's Recommendation:

Approve authorizing the purchase of two (2) TruNarc, Handheld Narcotic Analytical Instruments and solution kits. This is a turnkey purchase from Thermo Scientific Portable Analytical Instruments Inc through the Texas Local Government Purchasing Cooperative (GSA), in the amount of \$51,445.28.

Reviewed by:

Jaime Ayala, Police Chief
Jesus Saenz, Assistant City Manager

Final Approval - 12/7/2023

Prepared by:

Iris Alvarado, Management
Services Administrator

Attachments:

- A. Quote
- B. TruNarc Brochure - Specs
- C. W9
- D. Contract Verification
- E. Sam.Gov Verification
- F. Conflict of Interest

Sales Quotation

Quote Number	Created Date	Exp. Delivery Terms	Page
00400005	10/30/2023	ARO	1 / 8
Contact:	Phone	Payment Term	Valid To
Scott Fitzpatrick	(979) 777-2874	Net 30	12/29/2023
Inco Terms		Shipping Method	
FOB Origin - Tewksbury, MA		Fed Ex 2nd Day	

Thermo Scientific Portable Analytical Instruments Inc.

2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

Submitted To:

Orlando Garcia
Edinburg Police Department
1702 South Closner
Edinburg, Texas 78539
United States

Phone: 9562897727
Email: ogarcia@cityofedinburg.com

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:

Contact: Scott Fitzpatrick
Phone: (979) 777-2874
Fax:
Email: scott.fitzpatrick@thermofisher.com
Additional instructions, terms & conditions on last page

GSA Contract No. GS-07F-6099R

Contract period: March 26, 2010 - September 28, 2025
SIN 334519
SIN 339999E

When placing a purchase order against this quote, please use the Mandatory PO language for state/local orders using the Cooperative Purchasing Program as follows:

"This order is placed under GSA contract number GS-07F-6099R under the authority of the GSA Cooperative Purchasing Program. In the event of a conflict between the terms of this order and those of the GSA Schedule, GSA's terms shall govern."

Pos.	Product Code	Product Name	List Price	Disc %	Sales Price	Quantity	Total Price
1.00	800-01041-01	TruNarc, Unlimited, Warranty - 1 Yr, Train-12	USD 31,000.00	19.29%	USD 25,018.64	2.00	USD 50,037.28
	GSA Item	TruNarc Unlimited Model with 1 year of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.					
2.00	810-01462-01	TruNarc Solution Kit (Type H) - 100, English	USD 704.00	0.00%	USD 704.00	2.00	USD 1,408.00
		 TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100					

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Open Market Item Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment. The shelf life for Type H-sticks is approximately one year from shipment.

Subtotal: USD 63,408.00

Discount: USD 11,962.72

Total: USD 51,445.28

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Acceptance of Purchase

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical I attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order Conditions shall exclusively govern the transaction(s) contemplated hereby

Signature of authorized company representative	Date	Phone#
Print Name	Title	Email
Model #	Amount + S&H	Purchase Order
E-mail to:		Fax to: 1-877-680-2568

PAIGlobalCustomerService@thermofisher.com

Order Processing Address:

scott.fitzpatrick@thermofisher.com
Thermo Scientific Portable Analytical Instruments Inc
2 Radcliff Road
Tewksbury, MA 01876

Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc
PO Box 415918
Boston, MA 02241-415918

Payment Details

Method of Payment	Sales Tax Application
☐ Net 30 (Attach Credit Application & Credit References)	☐ Yes Apply Sales Tax
☐ Credit Card	☐ No
☐ Check	- If no, you must provide a copy of your tax exemption certificate along with your purchase order.
☐ Wire Transfer	

Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)

Address Verification

Please make corrections if necessary below:

Bill to:	Ship to:
1702 South Closner	1702 South Closner
Edinburg, Texas 78539	Edinburg, Texas 78539
United States	United States

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE

Last revised November 2019

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this agreement (the "Agreement") differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges, those documents shall be considered adequate written notice to Buyer that said surcharges are Buyer's responsibility. Any such surcharges shall not constitute an increase in the Price(s) of any Products or Services sold under this Agreement

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of seller.

6. **RETURN OF PRODUCTS/RESTOCKING CHARGE.** Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit

7. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

8. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace, Products and/or provide additional parts or services as reasonably necessary to cause the same to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and /or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become

the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION

9.1. By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

9.2. By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B)

ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT

12. **EXPORT RESTRICTIONS.** Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents

13. **HAZARDOUS MATERIALS.** Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs

14. **MISCELLANEOUS.** (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for non-clinical, non-diagnostic, non-therapeutic use only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in these [terms and conditions] or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

15. **SOFTWARE-AS-A-SERVICE TRANSACTIONS.** IF YOU ARE PURCHASING ANY PRODUCTS PROVIDED BY SELLER HEREUNDER AND DESCRIBED IN THE RELEVANT QUOTATION OR PURCHASE ORDER AS A SUBSCRIPTION TO ANY THERMO FISHER SOFTWARE-AS-A-SERVICE OFFERING (ANY SUCH PRODUCT, HEREINAFTER, A "SUBSCRIPTION"), THEN IN RESPECT OF SUCH SUBSCRIPTION(S) ONLY

(a) The following terms and conditions of this Agreement shall not apply: Sections 6-7, 9.1, and 13.

(b) The following terms and conditions of this Agreement shall be modified as set forth below:

(i) Section 5 shall be replaced in its entirety with the following:

5. **CANCELLATION OR CHANGES BY BUYER.** Seller reserves the right to suspend or terminate the Buyer's Subscription(s), in whole or in part, if Buyer fails to make any payment to Seller when due, otherwise fails to perform its obligations hereunder, or fails to comply with the Seller's Terms of Use agreement agreed to by Buyer and governing Buyer's use of the Subscription(s), as in effect from time to time (the "Terms of Use"). Seller will not be liable for any loss or damage resulting from any delay in activation of the Subscription(s) or failure to activate the Subscription(s) which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the activation of the Subscription(s) within a reasonable period of time, and Buyer will not be entitled to refuse payment or otherwise be relieved of any obligations as the result of such delay. Orders in process may be canceled only with Seller's written consent and upon

payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor.

(ii) Section 8 shall be replaced in its entirety with the following:

8. WARRANTY. BUYER AGREES AND ACKNOWLEDGES THAT THE SUBSCRIPTIONS ARE SOLD "AS-IS", WITH NO WARRANTIES EXPRESSED OR IMPLIED. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, WITH RESPECT TO THE SUBSCRIPTIONS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(iii) Section 10 shall be replaced in its entirety with the following:

10. SOFTWARE. This Agreement shall not be construed to grant to Buyer any patent license, know-how license or any other rights except as specifically provided herein. Buyer agrees and acknowledges that, by virtue of its purchase of the Subscriptions hereunder, it does not acquire any intellectual property rights (whether by license, assignment, or otherwise) of Seller, including without limitation any rights to the Subscriptions or related software or hardware systems (except for the limited right to use the Subscription subject to the terms and conditions set forth herein). Buyer shall not reverse engineer or copy the design, algorithms, or code, or any components thereof, of any information related to the Subscriptions for any purpose.

(iv) In Section 11, the language "ONE MILLION DOLLARS (\$1,000,000)" shall be replaced with "TEN THOUSAND DOLLARS (\$10,000)".

(c) The following additional terms and conditions shall apply

TERMS OF USE. Buyer hereby acknowledges and agrees that it shall comply with all terms and conditions of the Terms of Use, and that Buyer's use of the Subscription in violation of any such terms and/or conditions shall entitle Seller, without prejudice to any other remedies that may be available to Seller at law or in equity, to terminate Buyer's use of the Subscription(s) effective immediately. Buyer further agrees and acknowledges that it shall not be entitled to any refund of any portion of the purchase price paid in respect of Subscription(s) cancelled by Seller pursuant to Seller's rights under this Section and/or the Terms of Use. Buyer's rights to use these Subscription will begin upon Seller's transmission to Buyer of Subscription link and end 12 months from this date unless otherwise terminated by Seller. In the event of any conflict between this Agreement and the Terms of Use, the Terms of Use shall control.



Thermo Scientific TruNarc Handheld Narcotics Analyzer

Field-based presumptive narcotics, precursor and cutting agent testing

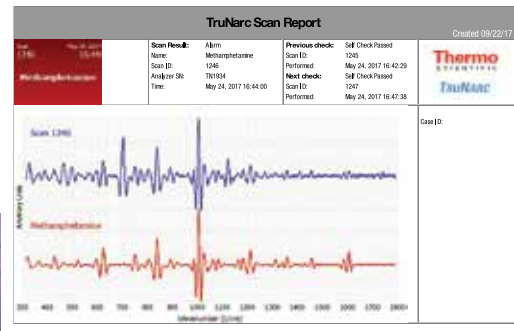


ThermoFisher
SCIENTIFIC

The TruNarc Handheld Narcotics Analyzer

- Tests for almost 500, including narcotics, stimulants, depressants, hallucinogens and analgesics
- Library regularly updated to include emerging drug threats
- Requires no direct contact with most substances
- Delivers clear, real-time results for presumptive evidence
- Provides automated, tamper-proof records with scan results, including time-and-date stamps to help expedite prosecution

limits direct contact



Helping law enforcement



TruNarc: Efficient, Economical, Safe

Agencies across the United States who deploy TruNarc are seeing immediate benefits:

- Even little known substances can be identified almost instantly in the field
- The need for Law Enforcement Officers to handle potentially lethal narcotics is greatly reduced
- Valuable lab time is freed up for higher priority cases
- Reduced demand for lab testing delivers significant cost savings

benefits

stay ahead of the curve: safe, precise

TruNarc Success Stories

quickly identified fentanyl

Quincy PD, Massachusetts: Little-known Drugs Identified Quickly

- TruNarc immediately identified an unknown sample as Alpha-PVP (“Flakka”) a synthetic cathinone
- Official state-wide alert about new drug issued next day

Etowah County, Alabama: Reduced Court Wait Times

- *“We’re definitely seeing a benefit because of TruNarc. We’re able to take cases to the grand jury where before we didn’t have a toxicology report. Now, a defendant doesn’t have to wait for his day in court. It’s been a godsend.”*

– Etowah County

Charles County, Maryland: Improved Protection for Law Enforcement Officers

- Using TruNarc, officers quickly identified fentanyl (a potent opioid absorbed by touch, potentially causing overdose or death) in heroin seizure.
- *“The safety of our officers is one of our top priorities, and this technology will allow us to safely identify controlled dangerous substances quickly and accurately without having to wait on lab results.”*

– Charles County



se narcotics identification



TruNarc Helps Keep Officers Safe

The use of illicit narcotics and opioids continues to skyrocket. Emerging lethal drugs like fentanyl and carfentanil threaten public safety.

To save lives and protect law enforcement officers, banned substances need to be identified quickly, safely and accurately.

The Thermo Scientific™ TruNarc™ Analyzer rapidly identifies drugs and can reduce the backlog of cases at crime labs while decreasing costs. This leads to quicker case resolution and helps drug offenders access treatment faster.

saves time and money





TruNarc: A more accurate and reliable presumptive test

Specifications	Description
Weight	1.25 lb (.570 kg)
Size	6.4 x 4.1 x 2.0 in. (16.26 x 10.41 x 5.10 cm)
Library	Controlled substances, cutting agents and precursors
Configurations	Unlimited or Pay-Per-Scan
Data export formats	CSV, SPC, PDF, SCZ
Battery	Rechargeable internal 3.7V battery pack (10 hrs.); DC wall adapter, 5V DC, 1.5A; optional car charger
Operating temperature	14° F to 122° F (-10° C to +50° C)
Language configurations	English, Arabic, Chinese, Czech, Dutch, French, Japanese, Polish, Russian, Spanish
Computer administration	TruNarc Admin software connected via microUSB to USB
Reachback support	Spectral analysis by staff chemists available
Validation	Third party test results available on request

To learn more about the TruNarc or schedule a demo, please visit us on line at: thermofisher.com/trunarc

ThermoFisher
SCIENTIFIC

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Thermo Scientific Portable Analytical Instruments Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **N/A**

Exemption from FATCA reporting code (if any) **N/A**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2 Radcliff Road

6 City, state, and ZIP code

Tewksbury, MA 01876-1182

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

0 1 - 0 6 5 0 0 3 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **01/03/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE
CATALOG/PRICE LIST

Multiple Award Schedule
Security and Protection - Protective and Testing Equipment



Contract Number: GS-07F-6099R
Period Covered by Contract: September 29, 2020 THROUGH September 28, 2025
Contract Administrator: Annette Blumer
Telephone: (315) 516-4813
Fax: (978) 670-7430

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC.
2 Radcliff Road
Tewksbury, MA 01876



Business Size: Large

Effective through Modification **PS-0125**, dated **February 7, 2023**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: <http://GSAAdvantage.gov>.

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Information for Ordering Activities

General Terms and Conditions:

1a. Awarded Special Item Numbers (SIN):

<u>SIN</u>		<u>Description</u>
334519	COOP DISAST PURCH PURCH	Bomb and Hazardous Material Disposal; Metal and Bomb Detection - Includes products necessary for bomb and hazardous material disposal, including protective and detective equipment. NOTE: (1) Subject to Cooperative Purchasing. (2) State and units of local government having a certified State Point of Contact may use the 1122 Program to purchase products under this SIN.
339999E	COOP DISAST PURCH PURCH	Evidence Collection and Investigative Equipment and Supplies - Includes evidence collection and investigative equipment, such as supplies for finger/palmprinting, forensic investigation, lie detectors, evidence collection containers, etc. NOTE: (1) Subject to Cooperative Purchasing. (2) State and units of local government having a certified State Point of Contact may use the 1122 Program to purchase products under this SIN.
OLM	COOP DISAST PURCH PURCH	OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

1b. Lowest Priced Model Number and Price for each SIN:

<u>SIN</u>	<u>Part No.</u>	<u>GSA Net Price</u>
334519	820-00237-GM	\$2,492.49
339999E	820-01026-01	\$157.42

2. Maximum Order: All SINs \$250,000.00 per SIN/per order

If the "Best Value" selection places your order over this Maximum Order, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404.

3. **Minimum Order:** \$100.00
4. **Geographic Coverage:** Worldwide
5. **Points of Production:** Tewksbury, MA (Middlesex County)
6. **Basic Discount:** Prices shown herein are GSA Net
7. **Quantity Discount(s):** Additional 1% for any order of 6+ Units

8.	Prompt Payment Terms:	NET 30 Days
9.	Foreign Items:	None
10a.	Time of Delivery:	90 Days ARO
10b.	Expedited Delivery:	Contact Contractor
10c.	Overnight and 2-Day Delivery:	Contact Contractor's Representative for available rates
10d.	Urgent Requirements:	Agencies can contact the contact Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
11.	FOB Point:	CONUS - FOB Origin, Prepaid and Allowed OCONUS - FOB Origin, Prepay and ADD
12a.	Ordering Address:	Thermo Scientific Portable Analytical Instruments Inc. 2 Radcliff Road Tewksbury, MA 01876 Tel: (315) 516-4813 Fax: (978) 670-7430
12b.	Ordering Procedures:	For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).
13.	Payment Address:	Thermo Scientific Portable Analytical Instruments Inc. PO Box 415918 Boston MA 02241-5918
14.	Warranty Provision:	Standard Commercial - Contact Contractor for a copy of the warranty
15.	Export Packing Charges:	N/A
16.	Terms and Conditions Applicable to Rental, Maintenance and Repair:	N/A
17.	Terms and Conditions Applicable to Installation:	N/A
18a.	Terms and Conditions Applicable to Repair Parts:	N/A
18b.	Terms and Conditions Applicable to any other Services:	N/A
19.	List of Service and Distribution points:	N/A
20.	List of Participating Dealers:	
21.	Preventative Maintenance:	N/A
22a.	Environmental Attributes e.g., recycled, content, energy efficiency, and/or reduced Pollutants:	N/A
22b.	Section 508 Compliance Information:	N/A
23.	Unique Entity Identifier (UEI) number:	G9NEBUJJYE13
24.	Notification regarding registration in System for Award Management (SAM) database:	Registered

Thermo Scientific Portable Analytical Instruments, Inc.
Authorized FAS GSA Schedule Pricelist

SIN	Part no	Product Name	Product Description	GSA Price
TruNarc (Unlimited)				
339999E	800-01011-01	TruNarc, Unlimited, Warranty - 1 Yr	TruNarc Unlimited Model with 1 year of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library	\$ 25,768.26
339999E	800-01012-01	TruNarc, Unlimited, Warranty - 2 Yrs	TruNarc Unlimited Model with 2 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library	\$ 28,017.13
339999E	800-01013-01	TruNarc, Unlimited, Warranty - 3 Yrs	TruNarc Unlimited Model with 3 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 30,078.59
339999E	800-01014-01	TruNarc, Unlimited, Warranty - 4 Yrs	TruNarc Unlimited Model with 4 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 31,109.32
339999E	800-01015-01	TruNarc, Unlimited, Warranty - 5 Yrs	TruNarc Unlimited Model with 5 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 33,077.08
339999E	800-01041-01	TruNarc, Unlimited, Warranty - 1 Yr, Train-12	TruNarc Unlimited Model with 1 year of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students.	\$ 29,047.86
339999E	800-01042-01	TruNarc, Unlimited, Warranty - 2 Yrs, Train-12	TruNarc Unlimited Model with 2 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students.	\$ 30,172.29
339999E	800-01043-01	TruNarc, Unlimited, Warranty - 3 Yrs, Train-12	TruNarc Unlimited Model with 3 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students.	\$ 32,702.27
339999E	800-01044-01	TruNarc, Unlimited, Warranty - 4 Yrs, Train-12	TruNarc Unlimited Model with 4 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students.	\$ 33,920.40
339999E	800-01045-01	TruNarc, Unlimited, Warranty - 5 Yrs, Train-12	TruNarc Unlimited Model with 5 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students.	\$ 36,075.57
TruNarc (Unlimited), Warranty				
339999E	820-01051-01	TruNarc, Unlimited, Warranty Renewal - 1 Yr	TruNarc Warranty for 1 year for unlimited units (for instruments up to 5th year). Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library	\$ 1,770.98
339999E	820-01052-01	TruNarc, Unlimited, Warranty Renewal - 2 Yrs	TruNarc Warranty for 2 years for unlimited units (for instruments up to 5th year). Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 3,476.37
339999E	820-01053-01	TruNarc, Unlimited, Warranty Renewal - 3 Yrs	TruNarc Warranty for 3 years for unlimited units (for instruments up to 5th year). Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 5,270.78
339999E	820-01054-01	TruNarc, Unlimited, Warranty Renewal - 4 Yrs	TruNarc Warranty for 4 years for unlimited units (for instruments up to 5th year). Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 7,191.69
339999E	820-01055-01	TruNarc, Unlimited, Warranty Renewal - 5 Yrs	TruNarc Warranty for 5 years for unlimited units (for instruments up to 5th year). Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 8,925.19
339999E	820-00333-01	TruNarc, Unlimited, Warranty extension	TruNarc, Unlimited, 1-year warranty extension between Year 6 and 11	\$ 1,845.94
339999E	820-01026-01	TruNarc, Unlimited, Warranty Renewal - 1 Month	TruNarc, Unlimited, Warranty Renewal - 1 Month	\$ 157.42
TruNarc, Training				

Thermo Scientific Portable Analytical Instruments, Inc.
Authorized FAS GSA Schedule Pricelist

SIN	Part no	Product Name	Product Description	GSA Price
339999E	820-01031-01	TruNarc Training (On-Site, up to 12 Students)	TruNarc on-site instructor led training for up to 12 students.	\$ 3,298.34
FirstDefender RM Instrument (Gray Boot)				
334519	800-00171-01	FirstDefender RM S1, English, Gray Boot	FirstDefender RM Handheld identification system for solids and liquids, includes 1 year warranty and support and On-site training	\$ 64,186.40
334519	800-00172-01	FirstDefender RM S2, English, Gray Boot	FirstDefender RM Handheld identification system for solids and liquids, includes 2 years warranty and support and On-site training	\$ 68,028.21
334519	800-00173-01	FirstDefender RM S3, English, Gray Boot	FirstDefender RM Handheld identification system for solids and liquids, includes 3 years warranty and support and On-site training	\$ 73,088.16
334519	800-00174-01	FirstDefender RM S4, English, Gray Boot	FirstDefender RM Handheld identification system for solids and liquids, includes 4 years warranty and support and On-site training	\$ 77,117.38
334519	800-00175-01	FirstDefender RM S5, English, Gray Boot	FirstDefender RM Handheld identification system for solids and liquids, includes 5 years warranty and support and On-site training	\$ 80,490.68
334519	800-00492-01	FirstDefender RM S2-T, English, Gray Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 2 year Warranty and Support. This part number does not include on-site training.	\$ 66,154.16
FirstDefender RM Instrument (Orange Boot)				
334519	800-00661-01	FirstDefender RM S1, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 1 year Warranty, 1 year Support, On-site Training (expires 9 months after date of purchase). Extended Libraries.	\$ 64,186.40
334519	800-00662-01	FirstDefender RM S2, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 2 years Warranty, 2 years Support, On-site Training (expires 9 months after date of purchase). Extended Libraries.	\$ 68,028.21
334519	800-00663-01	FirstDefender RM S3, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 3 years Warranty, 3 years Support, On-site Training (expires 9 months after date of purchase). Extended Libraries.	\$ 73,088.16
334519	800-00664-01	FirstDefender RM S4, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 4 years Warranty, 4 years Support, On-site Training (expires 9 months after date of purchase). Extended Libraries.	\$ 77,117.38
334519	800-00665-01	FirstDefender RM S5, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 5 years Warranty, 5 years Support, On-site Training (expires 9 months after date of purchase). Extended Libraries.	\$ 80,490.68
334519	800-00681-01	FirstDefender RM S1-T, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 1 year Warranty and Support. This part number does not include on-site training.	\$ 63,249.37
334519	800-00682-01	FirstDefender RM S2-T, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 2 years Warranty and Support. This part number does not include on-site training.	\$ 66,154.16
FirstDefender RM Support				
334519	820-00106-RM	FirstDefender RM Support - 1 Year	1 Year Extension of Support	\$ 4,029.22
334519	820-00109-RM	FirstDefender RM Support - 2 Years	2 Year Extension of Support	\$ 7,730.48
334519	820-00022-RM	FirstDefender RM Support - 3 Years	3 Year Extension of Support	\$ 10,963.22
334519	820-00112-RM	FirstDefender RM Support - 4 Years	4 Year Extension of Support	\$ 12,930.98
334519	820-00129-RM	FirstDefender RM Support - 5 Years	5 Year Extension of Support	\$ 14,195.97
334519	820-00237-RM	FirstDefender RM Software-Only - 1 Year	FirstDefender RM Software Only, Application and Library	\$ 2,689.27
FirstDefender RM Warranty				
334519	820-00107-RM	FirstDefender RM Warranty - 1 Year	1 Year Extension of Warranty	\$ 2,604.94
334519	820-00110-RM	FirstDefender RM Warranty - 2 Years	2 Year Extension of Warranty	\$ 5,762.72
334519	820-00023-RM	FirstDefender RM Warranty - 3 Years	3 Year Extension of Warranty	\$ 9,463.98
334519	820-00113-RM	FirstDefender RM Warranty - 4 Years	4 Year Extension of Warranty	\$ 13,399.50
334519	820-00116-RM	FirstDefender RM Warranty - Years 4 & 5	2 Year Extension of Warranty for Years 4 & 5	\$ 8,620.65
334519	820-00125-RM	FirstDefender RM Warranty - Year 4 or 5	1 Year Extension of Warranty for Year 4	\$ 4,591.44
334519	820-00130-RM	FirstDefender RM Warranty - 5 years	5 Year Extension of Warranty	\$ 17,381.86
334519	820-00317-01	FirstDefender RM warranty extension	FirstDefender RM One Year warranty extension between year 6 and 11	\$ 3,541.96
FirstDefender RM Warranty/Support				
334519	820-00105-RM	FirstDefender RM Warranty/Support - 1 Year	1 Year Extension of Warranty & Support	\$ 6,254.66
334519	820-00108-RM	FirstDefender RM Warranty/Support - 2 Years	2 Year Extension of Warranty & Support	\$ 12,275.06
334519	820-00021-RM	FirstDefender RM Warranty/Support - 3 Years	3 Year Extension of Warranty & Support	\$ 17,335.01
334519	820-00111-RM	FirstDefender RM Warranty/Support - 4 Years	4 Year Extension of Warranty & Support	\$ 21,364.23
334519	820-00128-RM	FirstDefender RM Warranty/Support - 5 Years	5 Year Extension of Warranty & Support	\$ 25,206.05
334519	820-00318-01	FirstDefender RM support extension	FirstDefender RM One Year support extension between year 6 and 11	\$ 2,979.75
FirstDefender RM Warranty/Support/Training				
334519	820-00131-RM	FirstDefender RM Warranty/Support/Training - 1 year	1 Year Extension of Warranty and Support, and (1) 4 hour On-Site Refresher Training Class at end of first year	\$ 10,354.16
334519	820-00132-RM	FirstDefender RM Warranty/Support/Training - 2 years	2 Year Extension of Warranty and Support, and (2) 4 hour On-Site Refresher Training Classes at end of first year	\$ 16,070.03
334519	820-00133-RM	FirstDefender RM Warranty/Support/Training - 3 years	3 Year Extension of Warranty and Support, and (3) 4 hour On-Site Refresher Training Classes at end of first year	\$ 21,083.12
334519	820-00134-RM	FirstDefender RM Warranty/Support/Training - 4 years	4 Year Extension of Warranty and Support, and (4) 4 hour On-Site Refresher Training Classes at end of first year	\$ 24,924.94

Thermo Scientific Portable Analytical Instruments, Inc.
Authorized FAS GSA Schedule Pricelist

SIN	Part no	Product Name	Product Description	GSA Price
334519	820-00135-RM	FirstDefender RM Warranty/Support/Training - 5 years	5 Year Extension of Warranty and Support, and (5) 4 hour On-Site Refresher Training Classes at end of first year	\$ 28,954.16
FirstDefender RM Training				
334519	820-00122-01	FirstDefender RM On-Site Training	On-site Training (expires 9 months after purchase) - up to 10 attendees per customer	\$ 4,085.44
FirstDefender RMX Instrument (Gray Boot)				
334519	800-00211-01	FirstDefender RMX S1, English, Gray Boot	FirstDefender RMX S1 - Handheld identification system with remote mode functionality for solids and liquids. Includes 1 year Warranty and Support and on-site training.	\$ 71,682.62
334519	800-00212-01	FirstDefender RMX S2, English, Gray Boot	FirstDefender RMX S2 - Handheld identification system with remote mode functionality for solids and liquids. Includes 2 years Warranty and Support and on-site training.	\$ 76,086.65
334519	800-00213-01	FirstDefender RMX S3, English, Gray Boot	FirstDefender RMX S3 - Handheld identification system with remote mode functionality for solids and liquids. Includes 3 years Warranty and Support and on-site training.	\$ 82,458.44
334519	800-00214-01	FirstDefender RMX S4, English, Gray Boot	FirstDefender RMX S4 - Handheld identification system with remote mode functionality for solids and liquids. Includes 4 years Warranty and Support and on-site training.	\$ 85,082.12
334519	800-00215-01	FirstDefender RMX S5, English, Gray Boot	FirstDefender RMX S5 - Handheld identification system with remote mode functionality for solids and liquids. Includes 5 years Warranty and Support and on-site training.	\$ 89,111.34
334519	800-00502-01	FirstDefender RMX S2-T, English, Gray Boot	FirstDefender RMX - Rugged handheld chemical identification system. Including 2 years Warranty and Support. This part number does not include on-site training.	\$ 74,681.11
FirstDefender RMX Support				
334519	820-00106-RX	FirstDefender RMX Support - 1 Year	1 Year Extension of Support	\$ 4,010.48
334519	820-00109-RX	FirstDefender RMX Support - 2 Years	2 Year Extension of Support	\$ 7,730.48
334519	820-00022-RX	FirstDefender RMX Support - 3 Years	3 Year Extension of Support	\$ 10,963.22
334519	820-00112-RX	FirstDefender RMX Support - 4 Years	4 Year Extension of Support	\$ 12,977.83
334519	820-00129-RX	FirstDefender RMX Support - 5 Years	5 Year Extension of Support	\$ 14,430.23
334519	820-00237-RX	FirstDefender RMX Software-Only - 1 Year	FirstDefender RMX Software Only, Application and Library	\$ 2,679.90
334519	820-00316-01	FirstDefender RMX support extension	FirstDefender RMX One Year support extension between year 6 and 11	\$ 3,064.08
FirstDefender RMX Warranty				
334519	820-00107-RX	FirstDefender RMX Warranty - 1 Year	1 Year Extension of Warranty	\$ 2,679.90
334519	820-00110-RX	FirstDefender RMX Warranty - 2 Years	2 Year Extension of Warranty	\$ 5,645.59
334519	820-00023-RX	FirstDefender RMX Warranty - 3 Years	3 Year Extension of Warranty	\$ 9,463.98
334519	820-00113-RX	FirstDefender RMX Warranty - 4 Years	4 Year Extension of Warranty	\$ 13,399.50
334519	820-00116-RX	FirstDefender RMX Warranty - Years 4 & 5	2 Year Extension of Warranty for Years 4 & 5	\$ 8,620.65
334519	820-00125-RX	FirstDefender RMX Warranty - Year 4 or 5	1 Year Extension of Warranty for Year 4	\$ 4,563.32
334519	820-00130-RX	FirstDefender RMX Warranty - 5 years	5 Year Extension of Warranty	\$ 17,381.86
334519	820-00315-01	FirstDefender RMX warranty extension	1 Year Extension of Warranty between year 6 and 11	\$ 3,654.41
FirstDefender RMX Warranty/Support				
334519	820-00105-RX	FirstDefender RMX Warranty/Support - 1 Year	1 Year Extension of Warranty & Support	\$ 6,699.75
334519	820-00108-RX	FirstDefender RMX Warranty/Support - 2 Years	2 Year Extension of Warranty & Support	\$ 12,275.06
334519	820-00021-RX	FirstDefender RMX Warranty/Support - 3 Years	3 Year Extension of Warranty & Support	\$ 17,335.01
334519	820-00111-RX	FirstDefender RMX Warranty/Support - 4 Years	4 Year Extension of Warranty & Support	\$ 21,551.64
334519	820-00128-RX	FirstDefender RMX Warranty/Support - 5 Years	5 Year Extension of Warranty & Support	\$ 25,206.05
FirstDefender RMX Warranty/Support/Training				
334519	820-00131-RX	FirstDefender RMX Warranty/Support/Training - 1 Year	1 Year Extension of Warranty and Support, and (1) 4 hour On-Site Refresher Training Class at end of first year	\$ 10,354.16
334519	820-00132-RX	FirstDefender RMX Warranty/Support/Training - 2 Years	2 Year Extension of Warranty and Support, and (2) 4 hour On-Site Refresher Training Classes at end of first year	\$ 16,070.03
334519	820-00133-RX	FirstDefender RMX Warranty/Support/Training - 3 Years	3 Year Extension of Warranty and Support, and (3) 4 hour On-Site Refresher Training Classes at end of first year	\$ 21,083.12
334519	820-00134-RX	FirstDefender RMX Warranty/Support/Training - 4 Years	4 Year Extension of Warranty and Support, and (4) 4 hour On-Site Refresher Training Classes at end of first year	\$ 25,112.34
334519	820-00135-RX	FirstDefender RMX Warranty/Support/Training - 5 Years	5 Year Extension of Warranty and Support, and (5) 4 hour On-Site Refresher Training Classes at end of first year	\$ 28,766.75
FirstDefender RMX Training				
334519	820-00123-01	FirstDefender RMX On-Site Training	On-site Training (expires 9 months after purchase) - up to 10 attendees per customer	\$ 4,057.33
TruDefender FTX Instrument (Gray Boot)				
334519	800-00791-01	TruDefender FTX S1, English, Gray Boot	TruDefender FTX- Rugged handheld FTIR chemical identification system. Including 1 year warranty, 1 year support, On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase)	\$ 67,559.70
334519	800-00792-01	TruDefender FTX S2, English, Gray Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 2 year Warranty; 2 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 70,183.38
334519	800-00793-01	TruDefender FTX S3, English, Gray Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 3 year Warranty; 3 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 75,149.62

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SIN	Part no	Product Name	Product Description	GSA Price
334519	800-00794-01	TruDefender FTX S4, English, Gray Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 4 year Warranty; 4 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 79,085.14
334519	800-00795-01	TruDefender FTX S5, English, Gray Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 5 year Warranty; 5 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 86,487.66
334519	800-03002-01	TruDefender FTX S2-T, English, Gray Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 2 year Warranty; 2 year Support. This part number does not include on-site training.	\$ 71,495.21
TruDefender FTX Instrument (Orange Boot)				
334519	800-00801-01	TruDefender FTX S1, English, Orange Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 1 year Warranty; 1 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 67,559.70
334519	800-00802-01	TruDefender FTX S2, English, Orange Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 2 year Warranty; 2 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 69,714.86
334519	800-00803-01	TruDefender FTX S3, English, Orange Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 3 year Warranty; 3 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 75,149.62
334519	800-00804-01	TruDefender FTX S4, English, Orange Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 4 year Warranty; 4 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 79,085.14
334519	800-00805-01	TruDefender FTX S5, English, Orange Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 5 year Warranty; 5 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 86,487.66
TruDefender FT/FTi Support				
334519	820-00106-FT	TruDefender FT/FTi/FTX Support - 1 Year	1 Year Extension of Support	\$ 3,973.00
334519	820-00109-FT	TruDefender FT/FTi/FTX Support - 2 Years	2 Year Extension of Support	\$ 7,847.61
334519	820-00022-FT	TruDefender FT/FTi/FTX Support - 3 Years	3 Year Extension of Support	\$ 11,103.78
334519	820-00112-FT	TruDefender FT/FTi/FTX Support - 4 Years	4 Year Extension of Support	\$ 13,212.09
334519	820-00129-FT	TruDefender FT/FTi/FTX Support - 5 Years	5 Year Extension of Support	\$ 14,711.34
334519	820-00237-FT	TruDefender FT/FTi/FTX Software-Only - 1 Year	TruDefender FT/FTi Software Only, Application and Library	\$ 2,736.12
TruDefender FT/FTi Warranty				
334519	820-00107-FT	TruDefender FT/FTi/FTX Warranty - 1 Year	1 Year Extension of Warranty	\$ 2,558.09
334519	820-00110-FT	TruDefender FT/FTi/FTX Warranty - 2 Years	2 Year Extension of Warranty	\$ 5,833.00
334519	820-00023-FT	TruDefender FT/FTi/FTX Warranty - 3 Years	3 Year Extension of Warranty	\$ 9,463.98
334519	820-00113-FT	TruDefender FT/FTi/FTX Warranty - 4 Years	4 Year Extension of Warranty	\$ 13,633.75
334519	820-00116-FT	TruDefender FT/FTi/FTX Warranty - Years 4 & 5	2 Year Extension of Warranty for Years 4 & 5	\$ 8,714.36
334519	820-00125-FT	TruDefender FT/FTi/FTX Warranty - Year 4 or 5	1 Year Extension of Warranty for Year 4	\$ 4,478.99
334519	820-00130-FT	TruDefender FT/FTi/FTX Warranty - 5 Years	5 Year Extension of Warranty	\$ 17,662.97
334519	820-00319-01	TruDefender FTX warranty extension	TruDefender FTX One Year warranty extension between year 6 and 11	\$ 3,682.52
334519	820-00321-01	TruDefender FTXi warranty extension	TruDefender FTXi One Year warranty extension between year 6 and 11	\$ 3,673.15
TruDefender FT/FTi Warranty/Support				
334519	820-00105-FT	TruDefender FT/FTi/FTX Warranty/Support - 1 Year	1 Year Extension of Warranty & Support	\$ 5,879.85
334519	820-00108-FT	TruDefender FT/FTi/FTX Warranty/Support - 2 Years	2 Year Extension of Warranty & Support	\$ 12,556.17
334519	820-00021-FT	TruDefender FT/FTi/FTX Warranty/Support - 3 Years	3 Year Extension of Warranty & Support	\$ 17,616.12
334519	820-00111-FT	TruDefender FT/FTi/FTX Warranty/Support - 4 Years	4 Year Extension of Warranty & Support	\$ 21,739.04
334519	820-00128-FT	TruDefender FT/FTi/FTX Warranty/Support - 5 Years	5 Year Extension of Warranty & Support	\$ 25,674.56

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SIN	Part no	Product Name	Product Description	GSA Price
334519	820-00320-01	TruDefender FTX support extension	TruDefender FTX One Year support extension between year 6 and 11	\$ 3,110.93
334519	820-00322-01	TruDefender FTXi support extension	TruDefender FTXi One Year support extension between year 6 and 11	\$ 3,148.41
TruDefender FT/FTi Warranty/Support/Training				
334519	820-00131-FT	TruDefender FT/FTi/FTX Warranty/Support/Training - 1 Year	1 Year Extension of Warranty and Support, and (1) 4 hour On-Site Refresher Training Class	\$ 10,494.71
334519	820-00132-FT	TruDefender FT/FTi/FTX Warranty/Support/Training - 2 Years	2 Year Extension of Warranty and Support, and (2) 4 hour On-Site Refresher Training Classes	\$ 16,304.28
334519	820-00133-FT	TruDefender FT/FTi/FTX Warranty/Support/Training - 3 Years	3 Year Extension of Warranty and Support, and (3) 4 hour On-Site Refresher Training Classes	\$ 21,551.64
334519	820-00134-FT	TruDefender FT/FTi/FTX Warranty/Support/Training - 4 Years	4 Year Extension of Warranty and Support, and (4) 4 hour On-Site Refresher Training Classes	\$ 25,299.75
334519	820-00135-FT	TruDefender FT/FTi/FTX Warranty/Support/Training - 5 Years	5 Year Extension of Warranty and Support, and (5) 4 hour On-Site Refresher Training Classes	\$ 29,422.67
TruDefender FT/FTi Training				
334519	820-00104-01	TruDefender FT/FTi/FTX On-site Training	On-site Training (expires 9 months after purchase) - up to 10 attendees per customer	\$ 4,010.48
TruDefender FTX, FirstDefender RM Combination Kits (Gray Boots)				
334519	800-03091-01	Handheld Chemical ID Kit, FTX S1 + RM S1, English, Gray Boot	FTX & RM Combo Kit (1 Year W/S)	\$ 123,125.44
334519	800-03092-01	Handheld Chemical ID Kit, FTX S2 + RM S2, English, Gray Boots	FTX & RM Combo Kit (2 Year W/S)	\$ 133,151.64
334519	800-03093-01	Handheld Chemical ID Kit, FTX S3 + RM S3, English, Gray Boots	FTX & RM Combo Kit (3 Year W/S)	\$ 144,302.27
334519	800-03094-01	Handheld Chemical ID Kit, FTX S4 + RM S4, English, Gray Boots	FTX & RM Combo Kit (4 Year W/S)	\$ 151,985.89
334519	800-03095-01	Handheld Chemical ID Kit, FTX S5 + RM S5, English, Gray Boots	FTX & RM Combo Kit (5 Year W/S)	\$ 159,856.93
TruDefender FTX, FirstDefender RM Combination Kits (Orange Boots)				
334519	800-03101-01	Handheld Chemical ID Kit, FTX S1 + RM S1, English, Orange Boots	FTX & RM Combo Kit (1 Year W/S)	\$ 123,125.44
334519	800-03102-01	Handheld Chemical ID Kit, FTX S2 + RM S2, English, Orange Boots	FTX & RM Combo Kit (2 Year W/S)	\$ 133,151.64
334519	800-03103-01	Handheld Chemical ID Kit, FTX S3 + RM S3, English, Orange Boots	FTX & RM Combo Kit (3 Year W/S)	\$ 144,302.27
334519	800-03104-01	Handheld Chemical ID Kit, FTX S4 + RM S4, English, Orange Boots	FTX & RM Combo Kit (4 Year W/S)	\$ 151,985.89
334519	800-03105-01	Handheld Chemical ID Kit, FTX S5 + RM S5, English, Orange Boots	FTX & RM Combo Kit (5 Year W/S)	\$ 159,856.93
TruDefender FTX, FirstDefender RMX Combination Kits (Gray Boots)				
334519	800-03081-01	Handheld Chemical ID Kit, FTX S1 + RMX S1, English, Gray Boots	FTX & RMX Combo Kit (1 Year W/S)	\$ 129,872.04
334519	800-03082-01	Handheld Chemical ID Kit, FTX S2 + RMX S2, English, Gray Boots	FTX & RMX Combo Kit (2 Year W/S)	\$ 141,022.67
334519	800-03083-01	Handheld Chemical ID Kit, FTX S3 + RMX S3, English, Gray Boots	FTX & RMX Combo Kit (3 Year W/S)	\$ 149,830.73
334519	800-03084-01	Handheld Chemical ID Kit, FTX S4 + RMX S4, English, Gray Boots	FTX & RMX Combo Kit (4 Year W/S)	\$ 157,608.06
334519	800-03085-01	Handheld Chemical ID Kit, FTX S5 + RMX S5, English, Gray Boots	FTX & RMX Combo Kit (5 Year W/S)	\$ 165,385.39
TruDefender FTXi, FirstDefender RM Combination Kits (Gray Boots)				
334519	800-03111-01	Handheld Chemical ID Kit, FTXi S1 + RM S1, English, Gray Boots	FTXi & RM Combo Kit (1 Year W/S)	\$ 130,996.47
334519	800-03112-01	Handheld Chemical ID Kit, FTXi S2 + RM S2, English, Gray Boots	FTXi & RM Combo Kit (2 Year W/S)	\$ 143,177.83
334519	800-03113-01	Handheld Chemical ID Kit, FTXi S3 + RM S3, English, Gray Boots	FTXi & RM Combo Kit (3 Year W/S)	\$ 151,985.89
334519	800-03114-01	Handheld Chemical ID Kit, FTXi S4 + RM S4, English, Gray Boots	FTXi & RM Combo Kit (4 Year W/S)	\$ 160,981.36
334519	800-03115-01	Handheld Chemical ID Kit, FTXi S5 + RM S5, English, Gray Boots	FTXi & RM Combo Kit (5 Year W/S)	\$ 167,540.55
Gemini				
334519	800-05011-01	Gemini S1, English, Gray Boot	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for identification of unknown solid and liquid chemicals and explosives. Including 1 year Warranty, 1 year Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).	\$ 117,409.57
334519	800-05012-01	Gemini S2, English, Gray Boot	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for identification of unknown solid and liquid chemicals and explosives. Including 2 years Warranty, 2 years Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).	\$ 125,655.42

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SIN	Part no	Product Name	Product Description	GSA Price
334519	800-05013-01	Gemini S3, English, Gray Boot	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for identification of unknown solid and liquid chemicals and explosives. Including 3 years Warranty, 3 years Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).	\$ 135,962.72
334519	800-05014-01	Gemini S4, English, Gray Boot	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for identification of unknown solid and liquid chemicals and explosives. Including 4 years Warranty, 4 years Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).	\$ 142,990.43
334519	800-05015-01	Gemini S5, English, Gray Boot	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for identification of unknown solid and liquid chemicals and explosives. Including 5 years Warranty, 5 years Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).	\$ 150,205.54
334519	820-00237-GM	Gemini Software-Only - 1 Year	Gemini Software Only, Application and Library	\$ 2,492.49
334519	820-05071-01	Gemini Support - 1 Year	Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 5,458.19
334519	820-05072-01	Gemini Support - 2 Years	Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 9,065.74
334519	820-05073-01	Gemini Support - 3 Years	Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 12,696.73
334519	820-05074-01	Gemini Support - 4 Years	Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 16,304.28
334519	820-05075-01	Gemini Support - 5 Years	Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 19,958.69
334519	820-05081-01	Gemini Training, On-Site, up to 12 Students, CONUS	On-Site Training within the Continental United States (CONUS). One 4-hour course for up to 12 students. Expires 9 months after date of purchase.	\$ 4,141.66
334519	820-05101-01	Gemini Warranty/Support/Training - 1 year	1 Year Extension of Warranty and Support, and one (1) 4-hour On-Site Refresher Training Class for up to 12 Students. Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision. On-Site Refresher Training within the Continental United States (CONUS; One 4-hour course for up to 12 students. Expires 9 months after date of purchase).	\$ 13,774.31
334519	820-05102-01	Gemini Warranty/Support/Training - 2 years	2 Year Extension of Warranty and Support, and two (2) 4-hour On-Site Refresher Training Classes for up to 12 Students. Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision. On-Site Refresher Training within the Continental United States (CONUS; One 4-hour course for up to 12 students. Expires 9 months after date of purchase).	\$ 21,270.53

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334519	820-05103-01	Gemini Warranty/Support/Training - 3 years	3 Year Extension of Warranty and Support, and three (3) 4-hour On-Site Refresher Training Classes for up to 12 Students. Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision. On-Site Refresher Training within the Continental United States (CONUS; One 4-hour course for up to 12 students. Expires 9 months after date of purchase)	\$ 27,736.02
334519	820-05104-01	Gemini Warranty/Support/Training - 4 years	4 Year Extension of Warranty and Support, and four (4) 4-hour On-Site Refresher Training Classes for up to 12 Students. Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision. On-Site Refresher Training within the Continental United States (CONUS; One 4-hour course for up to 12 students. Expires 9 months after date of purchase)	\$ 33,264.48
334519	820-05105-01	Gemini Warranty/Support/Training - 5 years	5 Year Extension of Warranty and Support, and five (5) 4-hour On-Site Refresher Training Classes for up to 12 Students. Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision. On-Site Refresher Training within the Continental United States (CONUS; One 4-hour course for up to 12 students. Expires 9 months after date of purchase)	\$ 37,855.92
334519	820-05111-01	Gemini Warranty/Support - 1 Year	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 10,213.60
334519	820-05112-01	Gemini Warranty/Support - 2 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 17,428.72
334519	820-05113-01	Gemini Warranty/Support - 3 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 24,550.13
334519	820-05114-01	Gemini Warranty/Support - 4 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 30,828.21
334519	820-05115-01	Gemini Warranty/Support - 5 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.	\$ 35,513.35
334519	820-05121-01	Gemini Warranty - 1 Year	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 4,919.40
334519	820-05122-01	Gemini Warranty - 2 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 10,166.75
334519	820-05123-01	Gemini Warranty - 3 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 16,397.98

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334519	820-05124-01	Gemini Warranty - 4 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 23,800.50
334519	820-05125-01	Gemini Warranty - 5 years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 31,577.83
334519	820-05131-01	Gemini Warranty - Year 4 or 5	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 8,316.12
334519	820-05132-01	Gemini Warranty - Years 4 & 5	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 15,742.07
334519	810-02351-01	Gemini - HazMaster G3 S/W License Key	Gemini - HazMaster G3 S/W License Key	\$ 3,729.37
334519	820-00323-01	Gemini warranty extension	Gemini One Year warranty extension between year 6 and 11	\$ 6,512.34
334519	820-00324-01	Gemini support extension	Gemini One Year support extension between year 6 and 11	\$ 4,169.77
334519	800-05261-01	Gemini & SPRD-ER Bundle - 1 Year Warranty/Support (Gemini Only)	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for the identification of unknown solid and liquid chemicals and explosives. Including 1 year Warranty and Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after the date of purchase). RadEye SPRD-ER: Spectroscopic personal radiation detector for emergency response professionals, the package includes Lutetium Test Adapter, Desktop holder + USB connection cable, Software package RadEye.exe + RadEyeSpectra, Holster and spare AAA batteries	\$ 102,604.53
334519	800-05262-01	Gemini & SPRD-ER Bundle - 2 Year Warranty/Support (Gemini Only)	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for the identification of unknown solid and liquid chemicals and explosives. Including 2 year Warranty and Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after the date of purchase). RadEye SPRD-ER: Spectroscopic personal radiation detector for emergency response professionals, the package includes Lutetium Test Adapter, Desktop holder + USB connection cable, Software package RadEye.exe + RadEyeSpectra, Holster and spare AAA batteries	\$ 110,569.27
334519	800-05263-01	Gemini & SPRD-ER Bundle - 3 Year Warranty/Support (Gemini Only)	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for the identification of unknown solid and liquid chemicals and explosives. Including 3 year Warranty and Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after the date of purchase). RadEye SPRD-ER: Spectroscopic personal radiation detector for emergency response professionals, the package includes Lutetium Test Adapter, Desktop holder + USB connection cable, Software package RadEye.exe + RadEyeSpectra, Holster and spare AAA batteries	\$ 117,690.68
334519	800-05264-01	Gemini & SPRD-ER Bundle - 4 Year Warranty/Support (Gemini Only)	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for the identification of unknown solid and liquid chemicals and explosives. Including 4 year Warranty and Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after the date of purchase). RadEye SPRD-ER: Spectroscopic personal radiation detector for emergency response professionals, the package includes Lutetium Test Adapter, Desktop holder + USB connection cable, Software package RadEye.exe + RadEyeSpectra, Holster and spare AAA batteries	\$ 120,126.95
334519	800-05265-01	Gemini & SPRD-ER Bundle - 5 Year Warranty/Support (Gemini Only)	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for the identification of unknown solid and liquid chemicals and explosives. Including 5 year Warranty and Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after the date of purchase). RadEye SPRD-ER: Spectroscopic personal radiation detector for emergency response professionals, the package includes Lutetium Test Adapter, Desktop holder + USB connection cable, Software package RadEye.exe + RadEyeSpectra, Holster and spare AAA batteries	\$ 126,873.55



Home Search Data Bank Data Services Help

< Core Data



Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Points of Contact
Assertions
Reps and Certs (FAR/DFARS)
Reps and Certs (Financial Assistance)
Exclusions
Responsibility / Qualification

Entity Information

THERMO SCIENTIFIC
PORTABLE ANALYTICAL
INSTRUMENTS INC.

Active Registration

Unique Entity ID CAGE/NCAGE
G9NEBUJJYE13 392A9

Expiration Date
Oct 12, 2024

Physical Address
2 Radcliff RD
Tewksbury, Massachusetts
01876-1182, United States

Mailing Address
2 Radcliff RD
Tewksbury, Massachusetts
01876, United States

Purpose of Registration
All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As
**THERMO SCIENTIFIC
PORTABLE ANALYTICAL
INSTRUMENTS INC**

Division Name
(blank)

Congressional District
Massachusetts 06

URL
<http://www.thermoscientific.com>

Division Number
(blank)

State/Country of
Incorporation
**Delaware, United
States**

Registration Dates

Activation Date
Oct 16, 2023

Initial Registration Date
May 13, 2005

Submission Date
Oct 13, 2023

Owner	CAGE	Legal Business Name
Immediate Owner	5RZ49	THERMO FISHER SCIENTIFIC
Highest Level Owner	(blank)	(blank)

Entity Dates

Entity Start Date
Mar 28, 2012

Fiscal Year End Close Date
Dec 31

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☒ Yes

ENTITY TYPES

Business Types

Entity Structure	Corporate Entity (Not Tax Exempt)
Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	Manufacturer of Goods

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments
Yes

Debt Subject To Offset [?](#)
No

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **392A9**

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

Annette Blumer, Contract Manager

Address

Thermo Scientific Portable Analytical Instruments Inc
2 Radcliff RD
Tewksbury, Massachusetts 01876
United States

Government Business

Primary Point of Contact

Annette Blumer, Government Contracts Manager

Address

Thermo Scientific Portable Analytical Instruments Inc
2 Radcliff RD
Tewksbury, Massachusetts 01876
United States



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CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may be awarded funding from goods or services through the City of Edinburg should examine the following:

- * Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?
- * Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?
- * Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- * Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- * To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.



Any contractor/vendor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed or prior to approval of funding for the purchase of goods or services, that he/she is not aware of any improper conflict of interest as described. Also, the contract and/or approval of award will obligate contractors/vendors to exercise due diligence to ensure that no improper conflict situations occur during the duration of the project.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

11/30/23

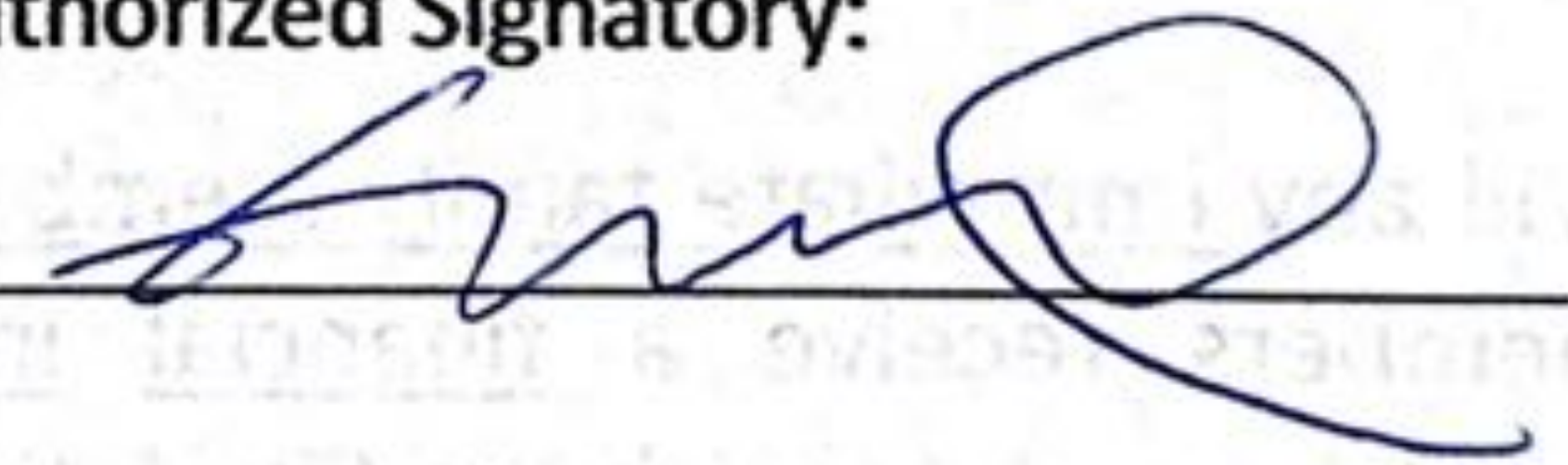
Company/Vendor Name:

Thermo Scientific PAI

Printed Name and Title:

Scott F H zaputnick
Regional Sales Manager

Authorized Signatory:





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: December 19, 2023

CONSENT AGENDA

Agenda Item No: 9.M.

Purchase of Tasers and Accessories

1. Agenda Item:

Consider Authorizing the Purchase of 145 Yellow X26P Tasers, 300 15 FT Standard Cartridges Per Year for the Next 5 Years, and 145 X26P Standard Battery Packs Through Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 648-21, in the Amount of \$64,039.50 for the Next 5 years for a Total of \$320,197.50. [Jaime Ayala, Chief of Police]

2. Description:

Staff is requesting the purchase of tasers, which will serve as a less lethal use of force option for officers in situations involving non-compliant or threatening individuals. On Tuesday, December 12, 2023, the Police Department solicited a quote for 145 Yellow X26P Tasers, 300 15 FT Standard Cartridges per year for the next 5 years, and 145 X26P Standard Battery Packs. The quote was obtained from Axon Enterprise Inc. through, Texas Local Government Purchasing Cooperative (BuyBoard). Axon Enterprise Inc. was able to submit their quote with pricing and provided an estimated timeline for the purchase.

Projected delivery within 90 days or prior from the date of Purchase Order issuance. If awarded, procurement will adhere to federal guidelines and City policy. The purchase will be made through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 648-21. Funding is Available through Texas Controlled Substances Act (TCSA) Forfeiture Funds.

3. Staff's Recommendation:

Approve Authorizing the Purchase of 145 Yellow X26P Tasers, 300 15 FT Standard Cartridges Per Year for the Next 5 Years, and 145 X26P Standard Battery Packs Through Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 648-21, in the Amount of \$64,039.50 for the Next 5 years for a Total of \$320,197.50.

Reviewed by:

Jaime Ayala, Police Chief
Jesus Saenz, Assistant City Manager

Prepared by:

Mary Gonzalez, Grants
Analyst
Iris Alvarado, Management
Services Administrator

Attachments:

- A. Quote and Specs
- B. SAM.gov Document
- C. Conflict of Interest Disclosure Form
- D. Contract Verification_Axon Enterprises Inc.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-535943-45272.811MA

Issued: 12/12/2023

Quote Expiration: 12/29/2023

Estimated Contract Start Date: 02/15/2024

Account Number: 457040

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Edinburg Police Dept. - TX 1702 S Closner Blvd Edinburg, TX 78539-7070 USA	Edinburg Police Dept. - TX PO Box 1079 Edinburg TX 78540-1079 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Jaime Ayala Phone: (956) 279-7745 Email: jaimeayala@cityofedinburg.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$320,197.50
ESTIMATED TOTAL W/ TAX	\$320,197.50

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$64,039.50	\$0.00	\$64,039.50
Jan 2025	\$64,039.50	\$0.00	\$64,039.50
Jan 2026	\$64,039.50	\$0.00	\$64,039.50
Jan 2027	\$64,039.50	\$0.00	\$64,039.50
Jan 2028	\$64,039.50	\$0.00	\$64,039.50
Total	\$320,197.50	\$0.00	\$320,197.50

Quote Unbundled Price:	\$320,197.50
Quote List Price:	\$320,197.50
Quote Subtotal:	\$320,197.50

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300			\$34.10	\$34.10	\$10,230.00	\$0.00	\$10,230.00
22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300			\$34.10	\$34.10	\$10,230.00	\$0.00	\$10,230.00
22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300			\$34.10	\$34.10	\$10,230.00	\$0.00	\$10,230.00
22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300			\$34.10	\$34.10	\$10,230.00	\$0.00	\$10,230.00
22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300			\$34.10	\$34.10	\$10,230.00	\$0.00	\$10,230.00
22010	PPM, STANDARD BATTERY PACK, X2/X26P	145			\$87.20	\$87.20	\$12,644.00	\$0.00	\$12,644.00
11003	YELLOW X26P CEW, HANDLE	145			\$1,342.00	\$1,342.00	\$194,590.00	\$0.00	\$194,590.00
A la Carte Warranties									
80398	EXT WARRANTY, X26P HANDLE	145	49		\$8.70	\$8.70	\$61,813.50	\$0.00	\$61,813.50
Total							\$320,197.50	\$0.00	\$320,197.50

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	11003	YELLOW X26P CEW, HANDLE	145	01/15/2024
A la Carte	22010	PPM, STANDARD BATTERY PACK, X2/X26P	145	01/15/2024
A la Carte	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	01/15/2024
A la Carte	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	01/15/2025
A la Carte	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	01/15/2026
A la Carte	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	01/15/2027
A la Carte	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	01/15/2028

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80398	EXT WARRANTY, X26P HANDLE	145	01/15/2025	02/14/2029

Payment Details

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXDo000000XpLW	11003	YELLOW X26P CEW, HANDLE	145	\$38,918.00	\$0.00	\$38,918.00
aDXDo000000XpLW	22010	PPM, STANDARD BATTERY PACK, X2/X26P	145	\$2,528.80	\$0.00	\$2,528.80
aDXDo000000XpLW	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLW	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLW	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLW	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLW	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLW	80398	EXT WARRANTY, X26P HANDLE	145	\$12,362.70	\$0.00	\$12,362.70
Total				\$64,039.50	\$0.00	\$64,039.50

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXDo000000XpLf	11003	YELLOW X26P CEW, HANDLE	145	\$38,918.00	\$0.00	\$38,918.00
aDXDo000000XpLf	22010	PPM, STANDARD BATTERY PACK, X2/X26P	145	\$2,528.80	\$0.00	\$2,528.80
aDXDo000000XpLf	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLf	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLf	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLf	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLf	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLf	80398	EXT WARRANTY, X26P HANDLE	145	\$12,362.70	\$0.00	\$12,362.70
Total				\$64,039.50	\$0.00	\$64,039.50

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXDo000000XpLg	11003	YELLOW X26P CEW, HANDLE	145	\$38,918.00	\$0.00	\$38,918.00
aDXDo000000XpLg	22010	PPM, STANDARD BATTERY PACK, X2/X26P	145	\$2,528.80	\$0.00	\$2,528.80
aDXDo000000XpLg	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLg	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLg	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLg	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLg	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLg	80398	EXT WARRANTY, X26P HANDLE	145	\$12,362.70	\$0.00	\$12,362.70
Total				\$64,039.50	\$0.00	\$64,039.50

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXDo000000XpLh	11003	YELLOW X26P CEW, HANDLE	145	\$38,918.00	\$0.00	\$38,918.00
aDXDo000000XpLh	22010	PPM, STANDARD BATTERY PACK, X2/X26P	145	\$2,528.80	\$0.00	\$2,528.80
aDXDo000000XpLh	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLh	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLh	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLh	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXDo000000XpLh	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLh	80398	EXT WARRANTY, X26P HANDLE	145	\$12,362.70	\$0.00	\$12,362.70
Total				\$64,039.50	\$0.00	\$64,039.50

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXDo000000XpLi	11003	YELLOW X26P CEW, HANDLE	145	\$38,918.00	\$0.00	\$38,918.00
aDXDo000000XpLi	22010	PPM, STANDARD BATTERY PACK, X2/X26P	145	\$2,528.80	\$0.00	\$2,528.80
aDXDo000000XpLi	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLi	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLi	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLi	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLi	22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	300	\$2,046.00	\$0.00	\$2,046.00
aDXDo000000XpLi	80398	EXT WARRANTY, X26P HANDLE	145	\$12,362.70	\$0.00	\$12,362.70
Total				\$64,039.50	\$0.00	\$64,039.50

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

12/12/2023

Date Signed





AXON ENTERPRISE, INC.

Unique Entity ID TBW7MGPYURM7	CAGE / NCAGE 1WHR1	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Nov 16, 2024	
Physical Address 17800, North 85TH Street Scottsdale, Arizona 85255-6311 United States	Mailing Address 17800 N 85TH Street Scottsdale, Arizona 85255-6311 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Arizona 01	State / Country of Incorporation Delaware / United States	URL https://www.axon.com

Registration Dates

Activation Date Nov 21, 2023	Submission Date Nov 17, 2023	Initial Registration Date Dec 13, 2001
--	--	--

Entity Dates

Entity Start Date Jan 5, 2001	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Manufacturer of Goods
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 1WHR1

Points of Contact

Electronic Business

 Christopher Burrell	17800 N 85TH Street Scottsdale, Arizona 85255 United States
Brianna Groh	17800 N 85TH ST Scottsdale, Arizona 85255 United States

Government Business

 Christopher Burrell	17800 N 85TH Street Scottsdale, Arizona 85255 United States
Richard Coleman	17800 N 85TH Street Scottsdale, Arizona 85255 United States

Past Performance

 Sumegh Sodani	17800 N 85TH ST Scottsdale, Arizona 85255 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	334310	Audio And Video Equipment Manufacturing
	332994	Small Arms, Ordnance, And Ordnance Accessories Manufacturing
	332999	All Other Miscellaneous Fabricated Metal Product Manufacturing
	334111	Electronic Computer Manufacturing
	334112	Computer Storage Device Manufacturing
	334210	Telephone Apparatus Manufacturing
	334220	Radio And Television Broadcasting And Wireless Communications Equipment Manufacturing
	335999	All Other Miscellaneous Electrical Equipment And Component Manufacturing
	336411	Aircraft Manufacturing
	423410	Photographic Equipment And Supplies Merchant Wholesalers
	518210	Computing Infrastructure Providers, Data Processing, Web Hosting, And Related Services
	611420	Computer Training
	611699	All Other Miscellaneous Schools And Instruction

Product and Service Codes

PSC	PSC Name
1095	Miscellaneous Weapons
2590	Miscellaneous Vehicular Components
5836	Video Recording And Reproducing Equipment
6710	Cameras, Motion Picture
DA10	It And Telecom - Business Application/Application Development Software As A Service
DE11	It And Telecom - Mobile Device As A Service
DK10	It And Telecom - Storage As A Service

Disaster Response

This entity does not appear in the disaster response registry.

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may be awarded funding from goods or services through the City of Edinburg should examine the following:

- * Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?
- * Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?
- * Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- * Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- * To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor/vendor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed or prior to approval of funding for the purchase of goods or services, that he/she is not aware of any improper conflict of interest as described. Also, the contract and/or approval of award will obligate contractors/vendors to exercise due diligence to ensure that no improper conflict situations occur during the duration of the project.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

12/12/2023 | 3:15 PM MST

Company/Vendor Name:

Axon Enterprise, Inc.

Printed Name and Title:

Robert E. Driscoll, Jr.

Authorized Signatory:

DocuSigned by:

55DAEBB131A4424

Delia Jaramillo

📧 Tue, Dec 12, 3:06 PM (17 hours ago) ☆

Good Afternoon, We have received the attached quote utilizing buy board contract #648-21. Can you please verify if the quote complies with the contract? Sincere

Contract Admin <ContractAdmin@buyboard.com>

📧 7:43AM (32 minutes ago) ☆ ↩️ ⋮

to Delia, Maria, Orlando, Rogelio, Iris ▾

Information provided is in accordance with vendors awarded BuyBoard contract.

Jim Tulberg

Contract Administrator

Email: jim.tulberg@tasb.org

