



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
JULY 2, 2024
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. CITY MANAGER'S REPORT

- A. Edinburg 2040 Committees Update

5. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of Certificates to the 2023-2024 Edinburg 2040 Mayor's Youth Advisory Council Members. [Clarice Y. Balderas, City Secretary]
- B. Present the Recipient for the Employee of the Month Award for the Month of June 2024. [Belinda Torres, Director of Human Resources/Civil Service]

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. PUBLIC HEARINGS

- A. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-family (RM) District, All of Lots 15 and 18, Southside Subdivision, Located at 908 South 10th Avenue, as Requested by Wealth Construction, LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]
- B. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District, Being a 19.23 Acres Tract of Land of Lots 3 and 4, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision, Located at 4801 North Doolittle 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]
- C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 17, Owassa Gardens Mobile Home Subdivision, Located at 1503 Bract Street, as Requested by Erasmo Garcia on behalf of Gloria A. Alvarez. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]
- D. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 61, Owassa Gardens Mobile Home Subdivision, Located at 5714 Pistil Street, as Requested by Erasmo Garcia on Behalf of A & Perez LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]
- E. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Multi-family (RM) District, Lot 1, E.M.L. Subdivision, and a 0.723 of One Acre Out of Lot 6, Section 237, Texas-Mexican Railway Company's Survey, Located at 2901 West Chapin Road, as Requested by Donald Rodriguez on Behalf of Martha Alicia Aguilar. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]
- F. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, a .60 Acre Gross, 0.51 Acre Net, Tract of Land Out of Lot 72, Kelly-Pharr Subdivision, 5327 South Sugar Road, as Requested by SAMES, Inc. on behalf of Rebeca Quintanilla. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

8. ORDINANCE

- A. Consider Reviewing and Approving an Ordinance Amending the Budget for the 2023-2024 Fiscal Year by Providing Additional Revenues and Additional Appropriations to the General Fund. [Ascencion Alonzo, Director of Finance]

9. BUDGET

- A. Consider Approving Fiscal Year 2023-2024 Budget Transfers for the Following: [Ascencion Alonzo, Director of Finance]

Streets

1. General Fund: FROM Streets & Alleys TO Rents & Contractuals, in the Amount of \$40,000. [Vincent Romero, Director of Public Works]

World Birding Center

1. General Fund: FROM Signs & Signal Equipment; and Office Maintenance & Contractual-IT TO Motor Vehicle Fuel; and Membership Dues, Subscr, in the Amount of \$3,000. [Javier Garza, Director of Parks & Recreation]

10. RESOLUTION

- A. Consider Resolution Amending the Fiscal Year 2019-2020 Capital Lease Program Schedules and Capital Equipment Lists. [Nelda Ramirez, Assistant City Manager]

11. AWARDING OF BIDS

- A. Consider Awarding Bid No. 2024-11, FY 23-24 Police Officer Cardiovascular Testing to Sigma Tactical Wellness in an Amount Not to Exceed \$42,450.00 and Authorize City Manager to Enter Into a Service Agreement Relating Thereto. [Jaime Ayala, Chief of Police]
- B. Consider Authorizing the Purchase of Automated Transcription Services from DSS Corporation DBA Equature through the Houston Galveston Area Council HGACBuy Contract No. EC07-23 in the Amount of \$46,819.54 (Year 1), and Authorize the City Manager to Enter Into an Agreement and Execute Any Documents Relating Thereto. [Jaime Ayala, Chief of Police]
- C. Consider Authorizing the Purchase and Installation of Classroom Furniture for the Edinburg ACE Building from Texas Wilson Inc. Through Texas Interlocal Purchasing Contract (TIPS) Contract No. 230301 and OMNIA Partners Cooperative Contract No. 2019.001899 in the Amount of \$205,595.61. [Leticia Leija, Director of Library & Cultural Arts]
- D. Consider Authorizing the Purchase and Installation of Front Entrance Outdoor Furniture for the Edinburg ACE Building from Texas Wilson Inc. Through OMNIA Partners Cooperative Contract No. 07-100 in the Amount of \$19,963.08. [Leticia Leija, Director of Library & Cultural Arts]
- E. Consider Authorizing the Purchase of Classroom Furniture for the Edinburg ACE Building from Texas Wilson Inc. Through OMNIA Partners Cooperative Contract No. 2019.001899 in the Amount of \$82,027.74. [Leticia Leija, Director of Library & Cultural Arts]

12. CONTRACTUAL

- A. Consider Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Edinburg, Texas and Tropical Texas Behavioral Health Regarding Loaned Units for the Mental Health Officers Assigned to the Crisis Response Team. [Jaime Ayala, Police Chief]

13. APPOINTMENTS

- A. Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Civil Service Commission, One Member; Planning and Zoning Commission, One Member; Public Library Board, One Member. [Clarice Y. Balderas, City Secretary]

14. 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 Authorizing the City Manager to Enter Into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of \$291,750.00 for FY2024 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Enter Into Agreements Relating Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]
- B. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Apache Corporation, Under the Fiscal Year 2024-2025 Tree Grant Program, and execute grant documents relating thereto. [Javier Garza, Director of Parks and Recreation]
- C. Consider Approving Change Order No. 2 for Additional Cart Path at Ebony Hill Golf Course to Renoworks Facility Solutions, LLC for an Amount not to Exceed \$42,856.67 and Authorize the City Manager to Execute Any Documents Related thereto. [Tomas D. Reyna, Assistant City Manager]
- D. Consider Approving Application for Non-Emergency Ambulance License for Driscoll Children's Hospital, in Accordance with the Code of Ordinances of the City of Edinburg, Texas at Title XI, Chapter III Ambulance. [Omar Garza, Fire Chief]
- E. Consider Approving the Renewal of Automox Cloud Patch Management System from Carahsoft. Through Omnia EDU Contract No. R191902 in the Amount of \$49,266.00. [Daniel Vera, Director of Information Technology]

15. OTHER BUSINESS

- A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
- B. Consider Rescheduling the Tuesday, August 06, 2024 Regular City Council Meeting to Wednesday, August 07, 2024. [Clarice Y. Balderas, City Secretary]

16. 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 Economic Development. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
- B. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value 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.)
- C. Discussion of Duties, Responsibilities, Remuneration, and Possible Action Regarding Appointment of a City Attorney. (§552.074 Personnel Matters and §551.071 Consultation with Attorney; Closed Meeting).

D. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

E. Discussion Regarding Employment Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; 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.

17. 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 June 28, 2024 at 8:45 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: July 2, 2024

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.A.

Mayor's Youth Advisory Council

1. **Agenda Item:**

Presentation of Certificates to the 2023-2024 Edinburg 2040 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, and Jenna Recio

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:**

Present Certificates to the 2023-2024 Edinburg 2040 Mayor's Youth Advisory Council Members.

Reviewed by:

Raudel Garza, Director of Economic Development
Nelda Ramirez, Assistant City Manager

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.B.

Employee of the Month

1. Agenda Item:

Present the Recipient for the Employee of the Month Award for the Month of June 2024. [Belinda Torres, Director of Human Resources/Civil Service]

2. Description:

The City of Edinburg Employee Engagement Committee assists to promote employee appreciation and recognition. The City would like to recognize the recipient for the Employee of the Month for the month of June 2024.

The recipient for the month of June 2024 is Mayra Flores, Human Resources Generalist I with the Department of Human Resources.

The recipient of the employee of the month award has actively participated in programs and objectives above and beyond the employee's regular job duties and responsibilities.

The Edinburg City Council would like to recognize Mayra Flores for being a loyal, dedicated employee of the City of Edinburg.

3. Staff's Recommendation:

Present the Recipient for the Employee of the Month Award for the Month of June 2024.

Reviewed by:

Jesus Saenz, Assistant City Manager

Final Approval - 6/28/2024

Prepared by:

Belinda Torres, Director of
Human Resources/Civil
Service

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

PUBLIC HEARINGS

Agenda Item No: 7.A.

Rezoning Request - Wealth Construction, LLC

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-family (RM) District, All of Lots 15 and 18, Southside Subdivision, Located at 908 South 10th Avenue, as Requested by Wealth Construction, LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property consists of Lots 15 and 18 of the Southside Subdivision, located on the east side of 10th Avenue, approximately 120 feet north of West Hill Drive. The property has a combined total of 109.58 feet of frontage along South 10th Avenue and a lot depth of 147 feet for a total area of 16,108.26 square feet. The requested zoning designation is the Residential, Multi-family (RM) District, which is a high intensity residential district intended to accommodate various multi-family residential uses (2 or more dwelling units on a single lot). Densities associated with this type of development are generally only desirable in locations that have an urban character, but may be suited to other locations where multi-family uses serve a particular community need (e.g., university) or in transitional zones. The applicant is seeking a zone change to establish a new multi-family development.

Adjacent zoning districts are Residential, Primary (RP) District to the north and south, Commercial, General (CG) District to the east, and Commercial, Neighborhood (CN) District and Residential, Primary (RP) to the west. Surrounding land consists of a mix of commercial uses, offices, and residential uses. The Future Land Use designation is for General Commercial uses.

Staff mailed a notice of the public hearing to 41 neighboring property owners on Friday, May 31, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on June 12, 2024.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. **Staff's Recommendation:**

Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-family (RM) District, based on surrounding land uses and densities in the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Jesus Saenz, Assistant City Manager

Final Approval - 6/28/2024

Prepared by:

Jaime Acevedo, Director of

Attachments:

- A. City Council Agenda Packet Attachments
- B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 6/11/24
CITY COUNCIL – 7/2/24
DATE PREPARED – 5/31/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Primary (RP) District to Residential, Multi-family (RM) District

APPLICANT: Wealth Construction, LLC.

AGENT: Not Applicable

LEGAL: All of Lots 15 and 18, Southside Subdivision

LOCATION: 908 South 10th Avenue

LOT/TRACT SIZE: 16,108.26 square feet

CURRENT USE: Vacant land

PROPOSED USE: Multi-family Development

EXISTING ZONING: Residential, Primary (RP) District

ADJACENT ZONING: North – Residential, Primary (RP) District
South – Residential, Primary (RP) District
East – Commercial, General (CG) District
West – Commercial, Neighborhood (CN) District and Residential, Primary (RP) District

LAND USE PLAN: General Commercial uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District

**REZONING REQUEST
WEALTH CONSTRUCTION, LLC.**

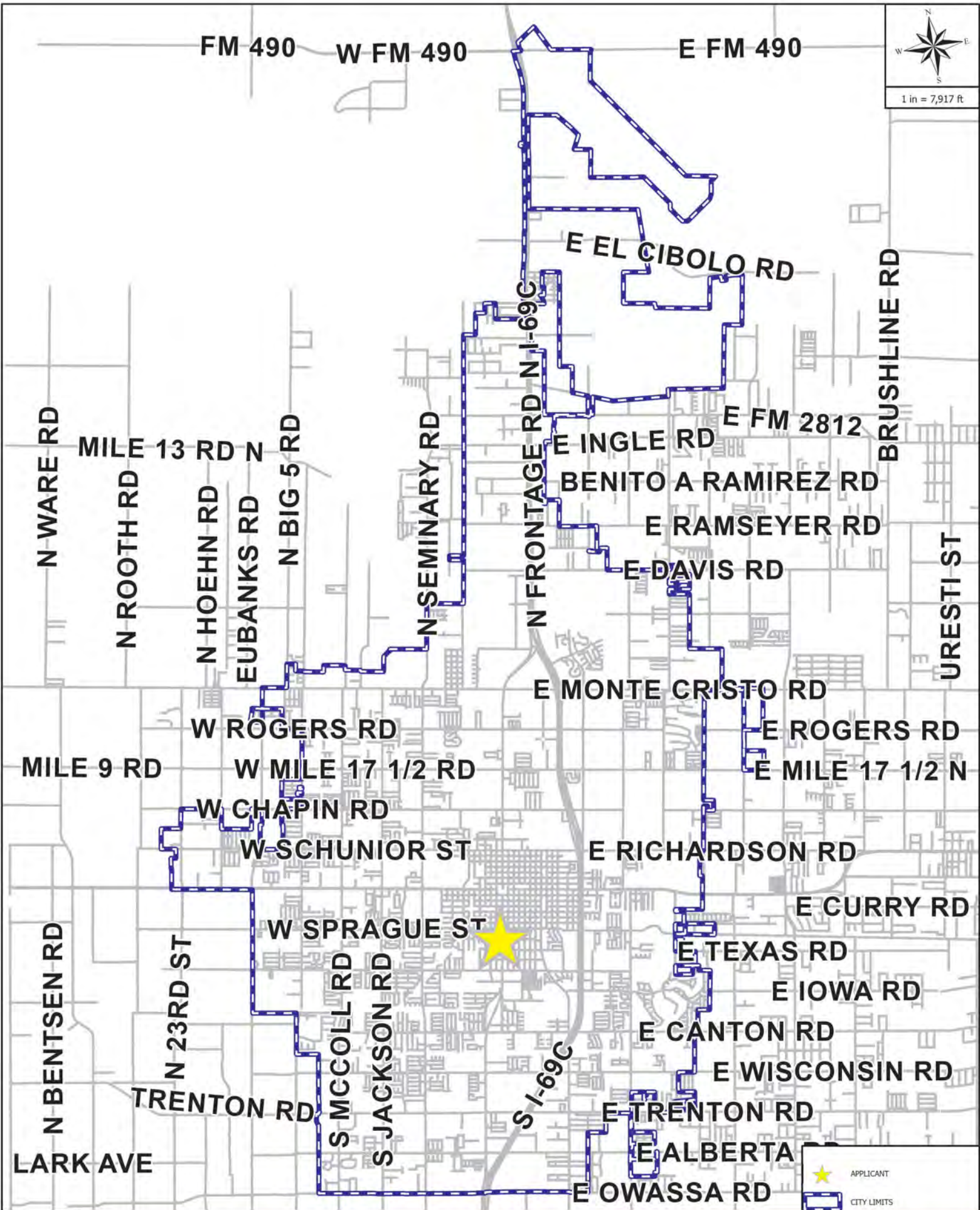
EVALUATION

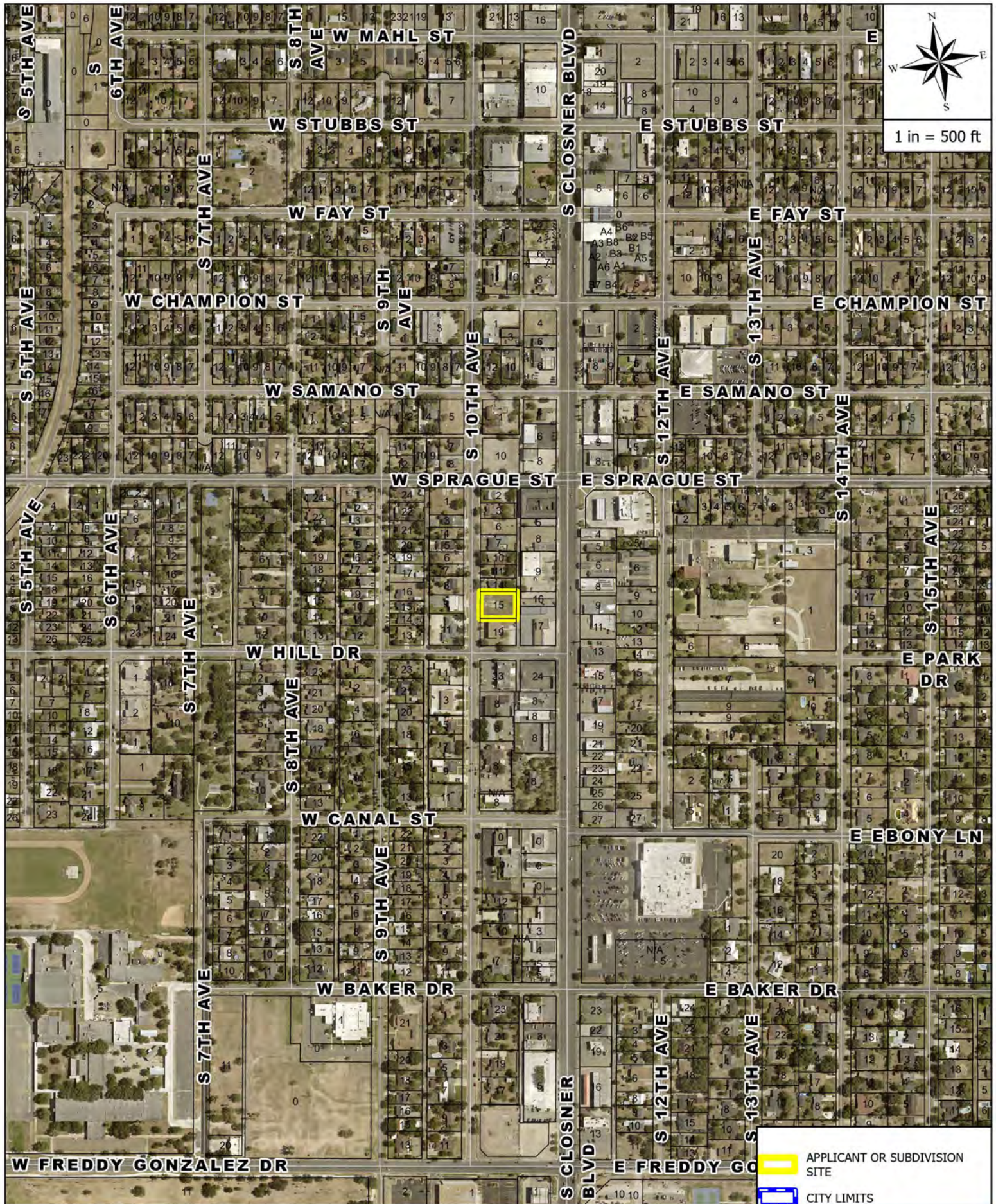
The following is staff's evaluation of the request:

1. Surrounding land uses consist of a mix of commercial uses, offices, and residential uses.
2. There are existing multi-family developments along this corridor.
3. The proposed zoning would not be consistent with the adjacent zoning districts.
4. There is need for additional housing in the community.
5. The proposed zoning is not consistent with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District, based on surrounding land uses and densities in the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 41 neighboring property owners on Friday, May 31, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on June 12, 2024.

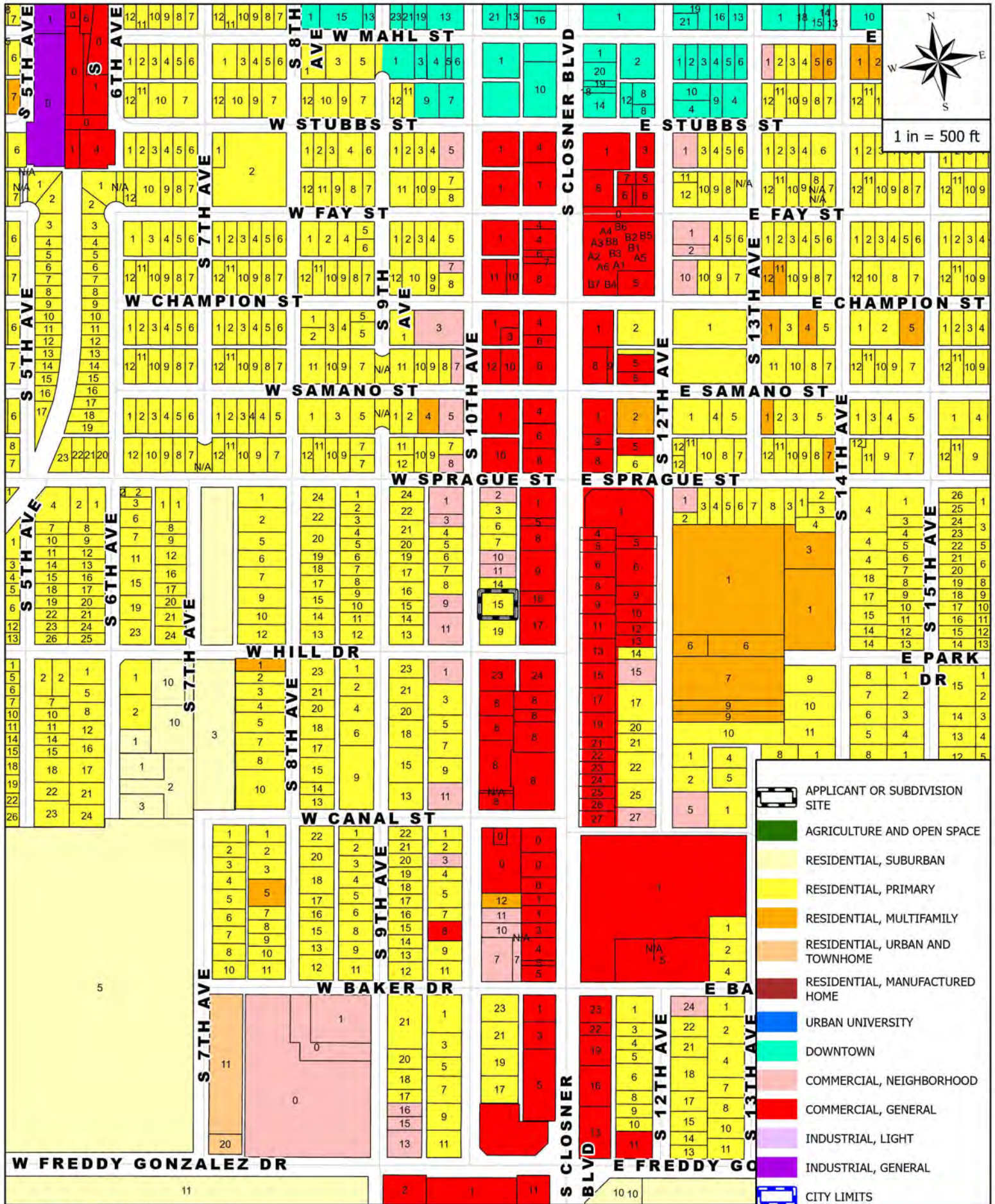




AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

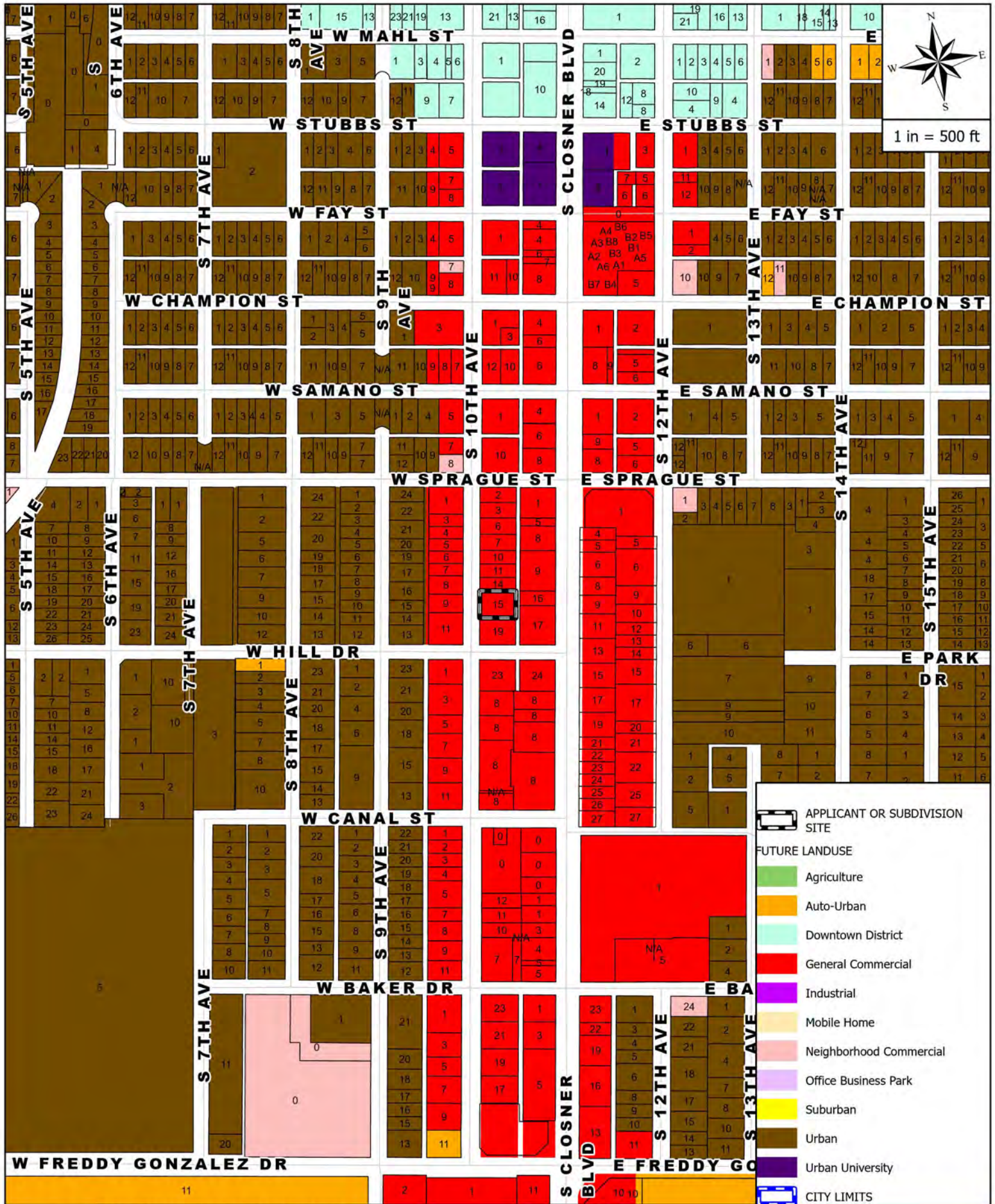
RZNE-2024-0202 JOHN VALLEJO



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0202 JOHN VALLEJO



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0202 JOHN VALLEJO



MAILOUT AND SITE MAP
APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0202 JOHN VALLEJO

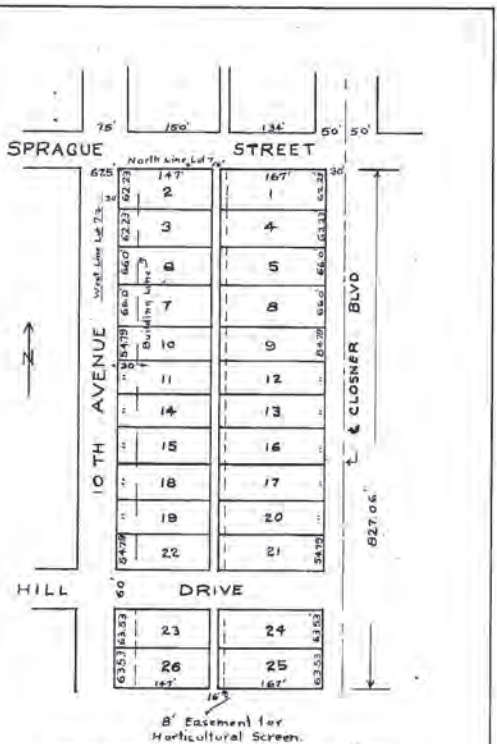


Rezoning Request Site Photo

WEALTH CONSTRUCTION, LLC.

908 South 10th Avenue





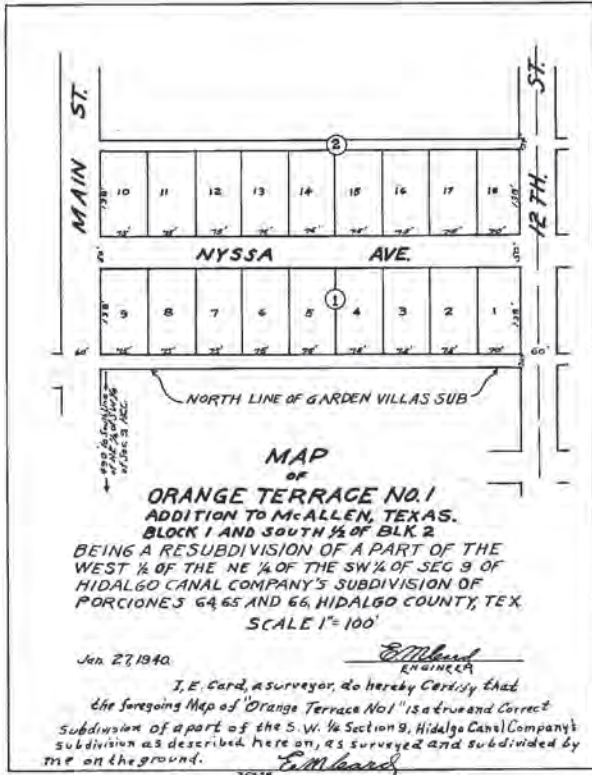
SOUTH SIDE SUBDIVISION
 BEING OUT OF LOTS 7 & 8, SUBDIVISION "G"
 TOWNSHIP OF EDINBURG, TEXAS
 Scale 1" = 100'

STATE OF TEXAS
 COUNTY OF HIDALGO

I, H. E. WILCOX, CIVIL ENGINEER
 CERTIFY THAT THE ABOVE PLAT IS A TRUE
 REPRESENTATION OF THE SURVEY MADE ON
 THE GROUND.

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 12TH DAY OF JANUARY 1940

H. E. Wilcox
 NOTARY PUBLIC HIDALGO CO TEXAS



MAP OF ORANGE TERRACE NO. 1
 ADDITION TO McALLEN, TEXAS.
 BLOCK 1 AND SOUTH 1/2 OF BLK 2
 BEING A RESUBDIVISION OF A PART OF THE
 WEST 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC 9 OF
 HIDALGO CANAL COMPANY'S SUBDIVISION OF
 PORCIONES 64, 65 AND 66, HIDALGO COUNTY, TEX.
 SCALE 1" = 100'

Jan. 27, 1940.

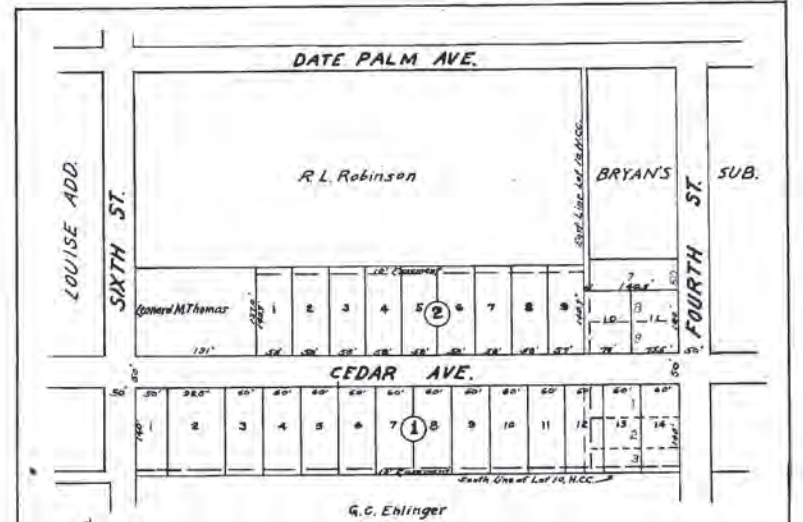
E. M. Card
 ENGINEER

I, E. Card, a surveyor, do hereby certify that
 the foregoing Map of "Orange Terrace No. 1" is a true and correct
 subdivision of a part of the S. W. 1/4 Section 9, Hidalgo Canal Company's
 subdivision as described here on, as surveyed and subdivided by
 me on the ground.

FILED FOR RECORD AT 1:22 P.M. APRIL 2, 1940
 RECORDED AT 4 P.M. WEDNESDAY APRIL 17, 1940
 Page 23, VOL. 7

Subscribed and Sworn to before me, this 12th day of
 April A.D. 1940.

The Helen Morgan
 A Notary Public in and for Hidalgo County, Texas.



MAP OF CEDAR PLACE SUBDIVISION
 OUT OF THE SOUTH PART OF LOT 10 AND THE SOUTHWEST
 PART OF LOT 9 OF THE N.E. 1/4 OF SECTION 8 OF HIDALGO
 CANAL CO'S SUBDIVISION OF PORCIONES 64, 65 AND 66
 HIDALGO COUNTY, TEX.
 SCALE 1" = 100'

I, E. M. Card, a Surveyor, do hereby certify that the foregoing MAP OF
 "CEDAR PLACE SUBDIVISION" is a true and correct plat of the south portion
 of LOT 10 and the southwest part of LOT 9 of the N.E. 1/4 of Section 8 of Hidalgo
 Canal Company's Subdivision of Porciones 64, 65 and 66, Hidalgo County,
 overlapping and embracing Lots 8 and 9, BLK 1, and Lots 12 and 13, BLK 3 of Bryan's
 Addition to McAllen, as surveyed and subdivided by me.

Mar. 6, 1940.

E. M. Card
 SURVEYOR

Subscribed and Sworn to before me this 13th day of April A.D. 1940.

The Helen Morgan
 Notary Public in and for Hidalgo County, Texas.

FILED FOR RECORD AT 9:38 A.M. APRIL 16, 1940
 RECORDED AT 1:30 P.M. THURSDAY APR. 18, 1940
 PAGE 23 VOL 7

ART SALINAS ENGINEERING & SURVEYING

1524 DOVE AVENUE

McALLEN, TX 78504

PH: (956) 618-5565

FAX: (956) 618-5540

T.B.P.E. FIRM REG. NO. F-5154

T.B.L.S. FIRM REG. NO. 10004000

METES AND BOUNDS DESCRIPTION (All of Lots 15 and 18, SOUTHSIDE SUBDIVISION)

All of Lots 15 and 18, SOUTHSIDE SUBDIVISION, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map recorded in Volume 7, Page 23, Map Records in the Office of the County Clerk of Hidalgo County, Texas, and being that same tract of land conveyed to Wealth Construction, LLC by General Warranty Deed recorded in Document No. 3416659, Official Records of Hidalgo County, Texas; said land is more particularly described by metes and bounds as follows:

BEGINNING at a set "x" mark on a concrete sidewalk and in the East right of way line of S. 10th Ave. for the Northwest corner of said Lot 15 and the Northwest corner of this tract;

THENCE, East coincident with the North line of said Lot 15 and the South line of Lot 14, a distance of 147.0 feet to a set 1/2" iron rod in the West line of a 16 foot alley right of way for the Northeast corner of said Lot 15 and the Northeast corner of this tract;

THENCE, South coincident with the East line of said Lots 15 and 18 and the West line of said 16 foot alley right of way, a distance of 54.79 feet pass the Southeast corner of said Lot 15 and the Northeast corner of said Lot 18, at a total distance of 109.58 feet to a set 1/2" iron rod at the Southeast corner of said Lot 18 for the Southeast corner of this tract;

THENCE, West coincident with the South line of said Lot 18 and the North line of Lot 19, a distance of 147.0 feet to a set "x" mark on a concrete sidewalk and in the East right of way line of S. 10th Ave. for the Southwest corner of said Lot 18 and the Southwest corner of this tract;

THENCE, North coincident with the West line of said Lots 15 and 18 and the East right of way line of S. 10th Ave., a distance of 54.79 feet pass the Northwest corner of said Lot 18 and the Southwest corner of said Lot 15, at a total distance of 109.58 feet to the **POINT OF BEGINNING**, containing 16,108.26 net square feet of land, more or less.

Bearing Basis: "W. line of Lots 15 and 18, Southside Subdivision"

Job No. 23-64436 Survey Date: 01-10-23

Signature Date: 01-27-23

Arturo A. Salinas, R.P.L.S. #4802





ART SALINAS

ENGINEERING & SURVEYING

1524 DOVE AVENUE,

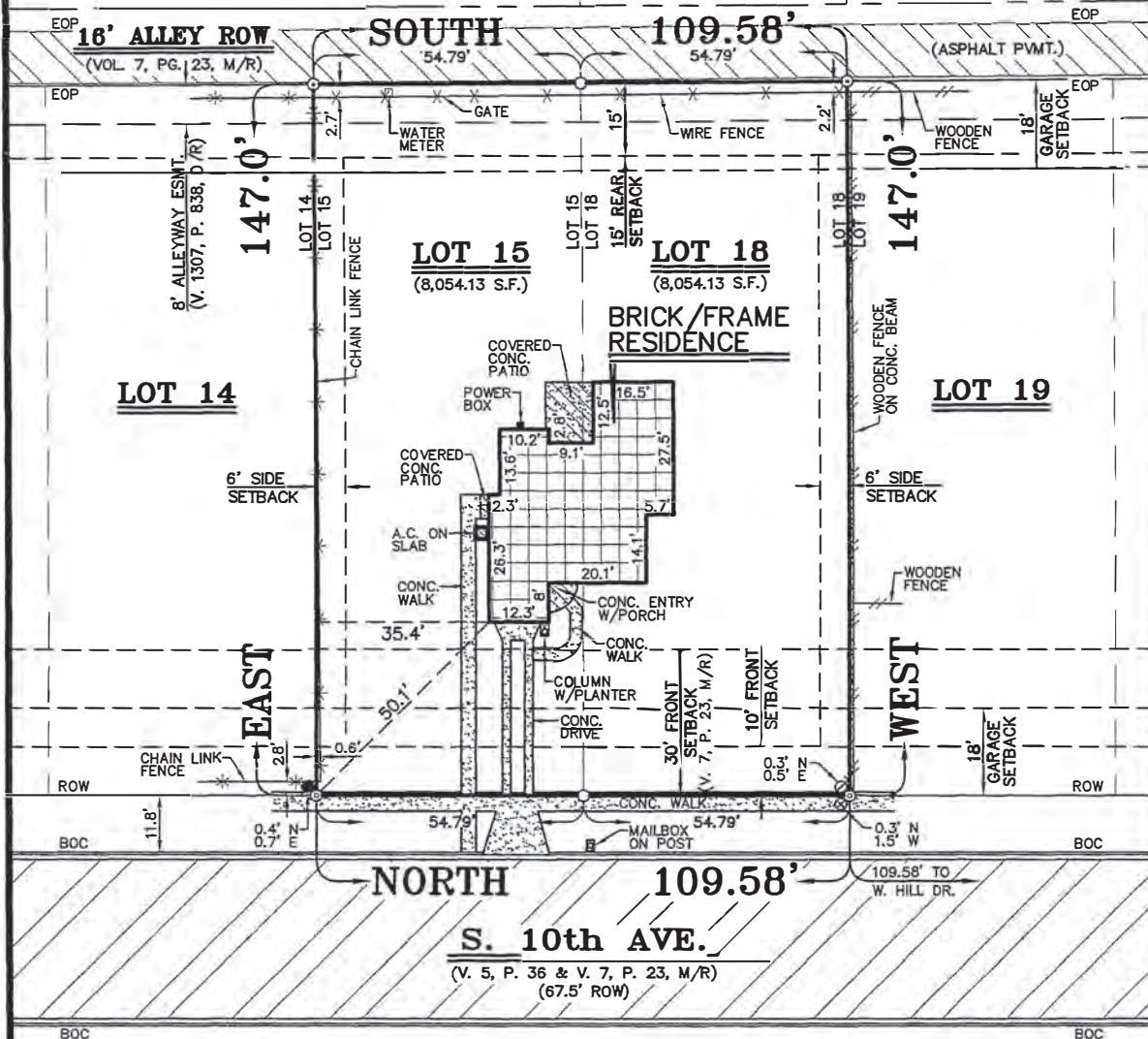
McALLEN, TEXAS 78504

PH: (956) 618-5565

FAX: (956) 618-5540

LEGEND

- - DENOTES FOUND 1/2" ROD
- - DENOTES SET 1/2" ROD
- ⊗ - DENOTES FOUND 5/8" ROD
- ⊗ - DENOTES FOUND "X" MARK
- ⊗ - DENOTES SET "X" MARK
- - DENOTES NO MONUMENT
- ROW - DENOTES RIGHT OF WAY
- BOC - DENOTES BACK OF CURB
- EOP - DENOTES EDGE OF PAVEMENT

**LOT 16****LOT 17****LOT 20**

FLOOD ZONE DESIGNATION: The property shown hereon lies in Zone "X". Zone "X" areas are areas determined to be outside 500-year flood plain as per F.E.M.A. Flood Insurance Rate Map No. 480338-0015-E dated 06-06-00 and amended on 05-14-01.

PLAT NOTES:

- There are no discrepancies, conflicts, shortages in area or boundary lines, encroachments, overlapping of improvements or visible or apparent easements, except as shown on this plat.
- This survey plat is prepared in connection with Title Policy G.F. # 181682 and does not guarantee title. This survey is for the exclusive use of the client named hereon and may not be copied or transferred to another party without the express written consent of the surveyor.
- This survey must contain an embossed seal and an original signature to be valid as per Section 661.46 and Section 663.19 of the "The Professional Land Surveying Practices Act".
- This is a standard survey and does not include the location or subsurface investigation of underground utility, irrigation and/or gas lines.
- Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1. (Blanket)
- Building setback lines as per City zoning ordinance, unless otherwise noted.
- Subject to any oil, gas and mineral lease of record.
- Bearing Basis: "W. line of Lots 15 and 18, Southside Subdivision"

BORROWER(s): Wealth Construction, LLC

THIS IS TO CERTIFY THAT I HAVE, THIS DATE, PREPARED A SURVEY ON THE GROUND WHICH IS LOCATED AT 908 S. 10th AVE., in EDINBURG, TEXAS, DESCRIBED AS FOLLOWS:
ALL OF LOTS 15 AND 18, SOUTHSIDE SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 7, PAGE 23, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES.

23-64436

Job No.

01-10-23

Date

© COPYRIGHT 2023 ART SALINAS ENGINEERING INC. THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMED HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.



Registered Professional Land Surveyor No. 4802

Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8202



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE # R2NE-2024-0202

Date: 4/23/2024

1. Property Owner (required): John Vallejo/Wealth Const. 2. Phone: 956-457-3792

3. Mailing Address: P.O. Box 2842

4. City: Edinburg State: TX Zip: 78540

5. Owner's Email: WealthConstructionLLC@gmail.com 6. Cell No. 956-457-3792

7. Agent (not owner): NA 8. Agent's Phone: NA

9. Agent's Mailing Address: NA

10. City: NA State: NA Zip: NA

11. Agent's Email: NA

12. Address/Location being Rezoned: 908 S 10TH AVE

13. Legal Description of Property: 14. Property ID(s): 288716

SOUTH SIDE LOT 15 1/2 18

15. Zone Change: From: RESIDENTIAL Primary To: RESIDENTIAL MultiFamling

16. Existing Land Use: VACANT

17. Reason for Zone Change: Improvement For the Great City of Edinburg

John Vallejo
(Please Print Name)

[Signature]
Signature

OFFICE USE ONLY

REVIEWED BY [Signature] DATE RECEIVED 4/24/24

***INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.**

CASE#

Zone Change Application Requirements



All items are required to be submitted with the application.

ITEM	DESCRIPTION	DATE	INITIALS
1.	Zoning Application	<u>4/24/2024</u>	<u>JV.</u>
2.	Application Fee \$400 (FEE IS NON-REFUNDABLE)	<u>4/24/2024</u>	<u>JV.</u>
3.	Survey*	<u>4/24/2024</u>	<u>JV.</u>
4.	Metes & Bounds Description*	<u>4/24/2024</u>	<u>JV.</u>
5.	Warranty Deed	<u>4/24/2024</u>	<u>JV.</u>
6.	Preliminary Site Plan/Sketch	<u>4/24/2024</u>	<u>JV.</u>
7.	Authorization Letter from Owner (If not owner)	<u>NP</u>	<u>NP</u>
8.	Special Use Permit (if applicable)	<u>NP</u>	<u>NP</u>

*NOTE:

IF ACREAGE PROPERTY IS INVOLVED, AND/OR REZONING DOES NOT FOLLOW LOT LINES, THEN A SURVEY AND A METES AND BOUNDS DESCRIPTION ARE REQUIRED.

A SITE INSPECTION WILL BE CONDUCTED AS PART OF THE REZONING PROCESS.

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) – 5:30 PM: June 11th 2024

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 PM: July 2nd 2024

(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 193248
GARCIA MELVIN Z
& SELINA N REYNA
916 S 9TH AVE
EDINBURG, TX 78539-4419

PID: 193249
HILTON JOSHUA
221 W KUHN ST
EDINBURG, TX 78541-3327

PID: 193250
REYES OCTAVIO ROQUE
910 S 9TH AVE
EDINBURG, TX 78539-4419

PID: 193251
GRANTHAM STONEY
900 S 9TH AVE
EDINBURG, TX 78539-4419

PID: 288716
WEALTH CONSTRUCTION LLC
PO BOX 2842
EDINBURG, TX 78540-2842

PID: 288717
JIMENEZ INVESTMENTS LLC
4634 SOUTH CLOSNER BLVD
EDINBURG, TX 78539-7279

PID: 288718
GONZALEZ JESUS & DAHLIA
1412 S 16TH AVE
EDINBURG, TX 78539-5735

PID: 288719
CHAVEZ MIGUEL ANGEL
522 E SAMANO
EDINBURG, TX 78539-4650

PID: 193307
PEREZ KATHERINE GARCIA
& DANIEL
1201 FORTRESS ST
EDINBURG, TX 78539-7019

PID: 288708
TICAS MARIA DEL CARMEN
303 CACTUS LN
EDINBURG, TX 78541

PID: 288710
O'REILLY AUTO ENTERPRISES LLC
PO BOX 9167
SPRINGFIELD, MO 65801-9167

PID: 193317
ACOSTA TONY R
& GRACIELA
1002 S 9TH AVE
EDINBURG, TX 78539-5546

PID: 328914
AGUILERA REAL ESTATE HOLDINGS LLC
920 S CLOSNER BLVD
EDINBURG, TX 78539-5617

PID: 193244
ESPARZA TEYLENE
907 S 10TH AVE
EDINBURG, TX 78539-4472

PID: 193246
GILBERT J GUERRA ENGINEERING LLC
117 RIO VISTA BLVD
RIO GRANDE CITY, TX 78582-2039

PID: 193253
GARZA JUDITH C & RENE
816 S 9TH AVE
EDINBURG, TX 78539-4471

PID: 288705
URIEGAS JOSE &
LESLIE HERNANDEZ TORRES
806 S 10TH AVE
EDIBURG, TX 78539-4473

PID: 288712
LOPEZ GREGORIO R
300 S CLOSNER BLVD
EDINBURG, TX 78539-4561

PID: 288720
OCHOA LTD
1002 S 10TH AVE
EDINBURG, TX 78539-5593

PID: 288715
MEDRANO BARTOLO
3617 RIPPLE DR
EDINBURG, TX 78541-1312

**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 288709
GARCIA LIZETTH
3824 N GWIN RD
EDINBURG, TX 78542-1370

PID: 288711
LOPEZ GREGORIO R
3016 MELINDA DR
EDINBURG, TX 78539-7721

PID: 288721
DOWNSTREAM PARTNERS LP
4445 N MESA ST STE 100
EL PASO, TX 79902

PID: 193306
CASA OF HIDALGO COUNTY INC
1001 S 10TH AVE
EDINBURG, TX 78539-5513

PID: 328911
RIVERA MARY
201 W US HIGHWAY 83
PHARR, TX 78577

PID: 193239
**SILVERHORN INSURANCE
AGENCY LLC**
PO BOX 4398
EDINBURG, TX 78540-4398

PID: 193240
DIMAS IRMA
813 S 10TH AVE
EDINBURG, TX 78539-4426

PID: 193241
RAMIREZ PEDRO
817 S 10TH AVE
EDINBURG, TX 78539-4426

PID: 193242
SALINAS ROLANDO
1710 W SANTA GERTRUDIS ST
KINGSVILLE, TX 78363-3451

PID: 193243
GARCIA LUPE
901 S 10TH AVE
EDINBURG, TX 78539-4472

PID: 193245
**ESCANAME ADELAIDO JR
& MARIA**
2414 EL ENCINO DR
MISSION, TX 78573-8446

PID: 193247
MACIEL MARIA
920 S 9TH AVE
EDINBURG, TX 78539-4419

PID: 193252
BOCHAS ROSA N
2045 E DAVIS RD
EDINBURG, TX 78542-2460

PID: 288706
AURORA PROPERTIES LLC
1604 JONATHON DR
MISSION, TX 78572-8563

PID: 590506
JULCAR LLC
918 S CLOSNER BLVD
EDINBURG, TX 78539

PID: 590507
MARTINEZ AGUSTIN
4009 BURNS CRT
MCALLEN, TX 78503-1379

PID: 328913
**AGUILERA REAL ESTATE
HOLDINGS LLC**
920 S CLOSNER BLVD
EDINBURG, TX 78539-5617

PID: 288703
VVMR LLC
801 S CLOSNER BLVD
EDINBURG, TX 78539-5655

PID: 163913
DOWNSTREAM PARTNERS LP
4445 N MESA ST STE 100
EL PASO, TX 79902

PID: 163921
JIMENEZ INVESTMENTS LLC
4634 S CLOSNER BLVD
EDINBURG, TX 78539

**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 288707
LOS PINGUINOS SERIES LLC
4801 N 10TH
MCALLEN, TX 78504

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTIFAMILY (RM) DISTRICT, BEING ALL OF LOTS 15 AND 18, SOUTHSIDE SUBDIVISION, LOCATED AT 908 SOUTH 10TH AVENUE, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District and the Residential, Multifamily (RM) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Lots 15 and 18, Southside Subdivision, Located at 908 South 10th Avenue, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Residential, Multifamily (RM) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on June 11, 2024, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on July 2, 2024 at 6:00 P.M., in the Edinburg

City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

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

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Primary (RP) District to Residential, Multifamily (RM) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Primary (RP) District and added to Residential, Multifamily (RM) District.

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

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

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

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 551.041, on the 2nd day of July 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

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

By: _____
Omar Ochoa, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

PUBLIC HEARINGS

Agenda Item No: 7.B.

Rezoning Request - Rio Delta Engineering on behalf of RG Enterprises
LLC

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District, Being a 19.23 Acres Tract of Land of Lots 3 and 4, Block 8, Santa Cruz Gardens Unit No. 3 Subdivision, Located at 4801 North Doolittle 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]

2. **Description:**

This property is located on the west side of North Doolittle Road, approximately 1,500 feet south of East Davis Road. The property has 629 feet of frontage along North Doolittle Road and a lot depth of 1,332.01 feet for a total area of 19.23 acres. The requested zoning designation is the Residential, Primary (RP) District, which is the primary residential district, intended to permit single-family residential uses. The applicant is seeking a zone change to establish a new single-family residential development at this location. The applicant has submitted a subdivision application for a portion of the property, "Sunset Groves Subdivision," which currently includes 42 single-family lots. The lot is currently vacant.

Adjacent zoning is Residential, Primary (RP) District and Residential, Suburban (RS) District to the north, Residential, Primary (RP) District to the east, and Residential, Suburban (RS) District to the south and west. Surrounding land consists of vacant land and residential uses. The Future Land Use designation is for Auto-Urban uses.

Staff mailed a notice of the public hearing to 72 neighboring property owners on Friday, May 31, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on June 12, 2024.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. **Staff's Recommendation:**

Staff recommends approval of the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District, based on adjacent zoning districts, surrounding land uses and densities in the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Jesus Saenz, Assistant City Manager

Final Approval - 6/28/2024

Prepared by:

Jaime Acevedo, Director of

Attachments:

- A. City Council Agenda Packet Attachments
- B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 6/11/24
CITY COUNCIL – 7/2/24
DATE PREPARED – 5/31/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District

APPLICANT: RG Enterprises LLC.

AGENT: Rio Delta Engineering

LEGAL: Being a 19.23 acres tract of Land of Lots 3 and 4, Block 8, Santa Cruz Gardens Unit No.3 Subdivision

LOCATION: 4801 North Doolittle Road

LOT/TRACT SIZE: 19.23 acres

CURRENT USE: Vacant land

PROPOSED USE: Single-family development

EXISTING ZONING: Residential, Suburban (RS) District

ADJACENT ZONING: North – Residential, Primary (RP) District and Residential, Suburban (RS) District
South – Residential, Suburban (RS) District
East – Residential, Primary (RP) District
West – Residential, Suburban (RS) District

LAND USE PLAN: Auto-Urban uses

PUBLIC SERVICES: North Alamo Water Supply Corporation Water and City of Edinburg Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District

**REZONING REQUEST
RIO DELTA ENGINEERING**

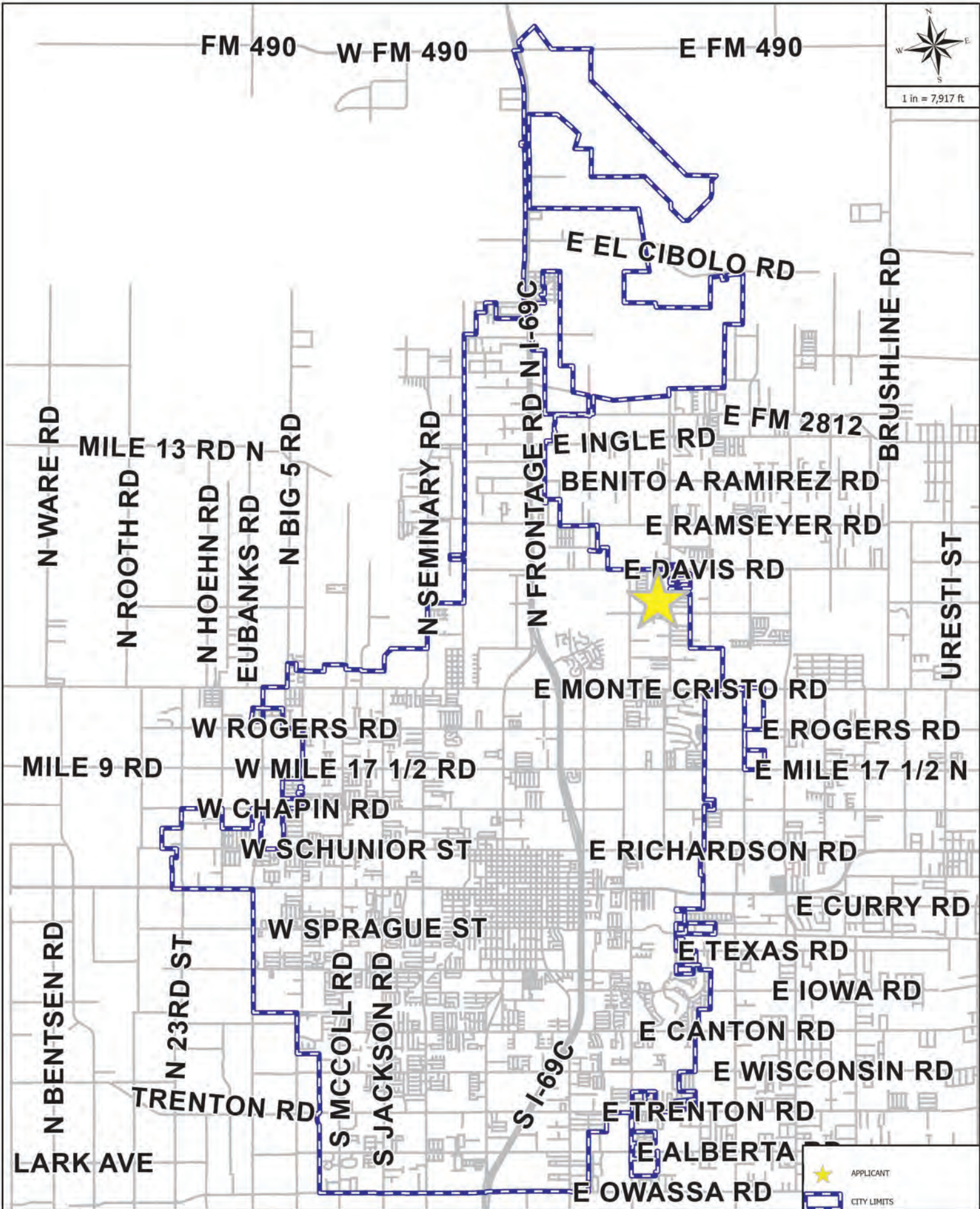
EVALUATION

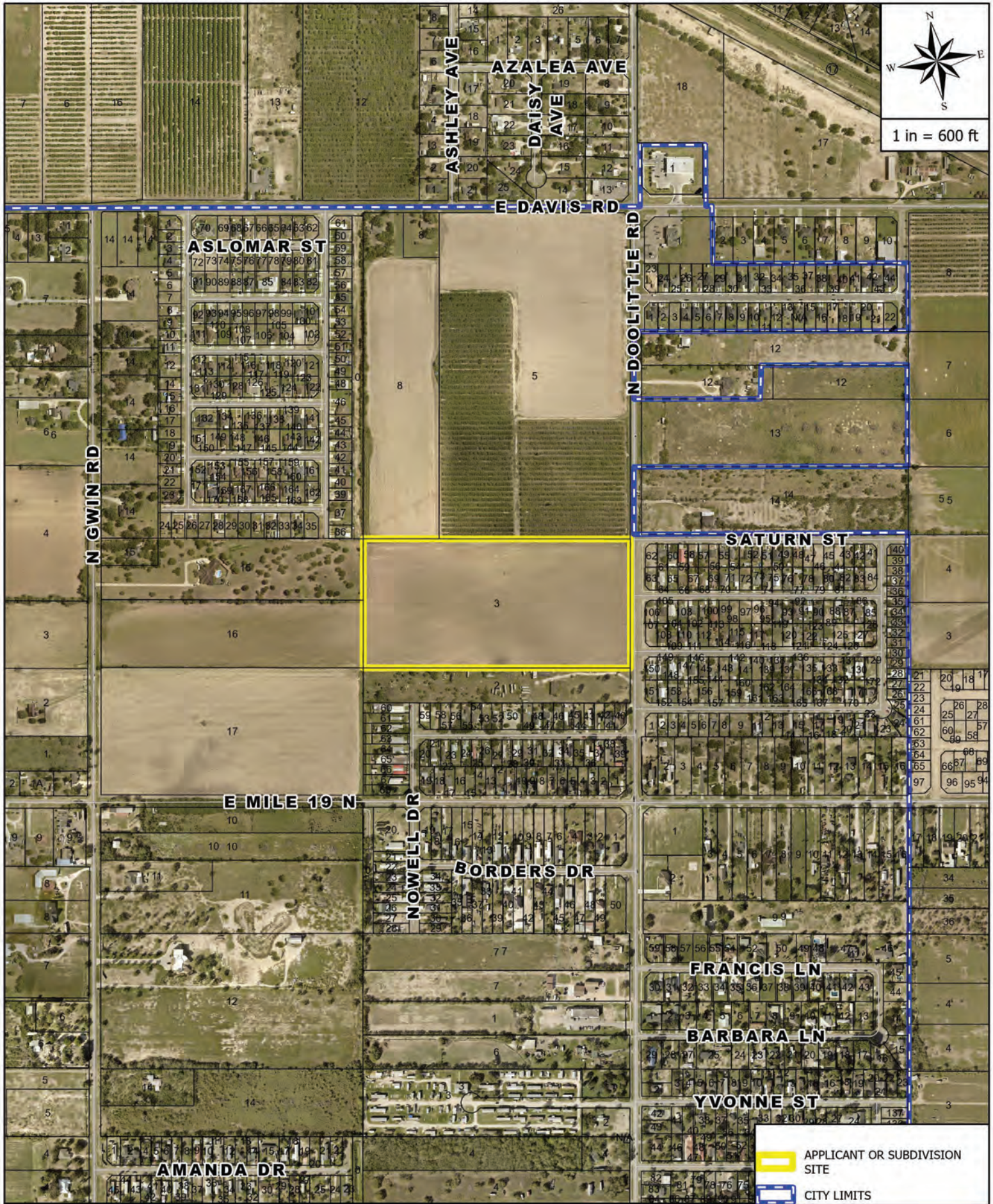
The following is staff's evaluation of the request:

1. Surrounding land uses consist of a mix of vacant land and residential uses.
2. There are existing single-family developments along this corridor.
3. The proposed zoning would be consistent with the surrounding zoning districts.
4. The proposed zoning is consistent with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Residential, Suburban (RS) District to Residential, Primary (RP) District, based on adjacent zoning districts, surrounding land uses and densities in the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

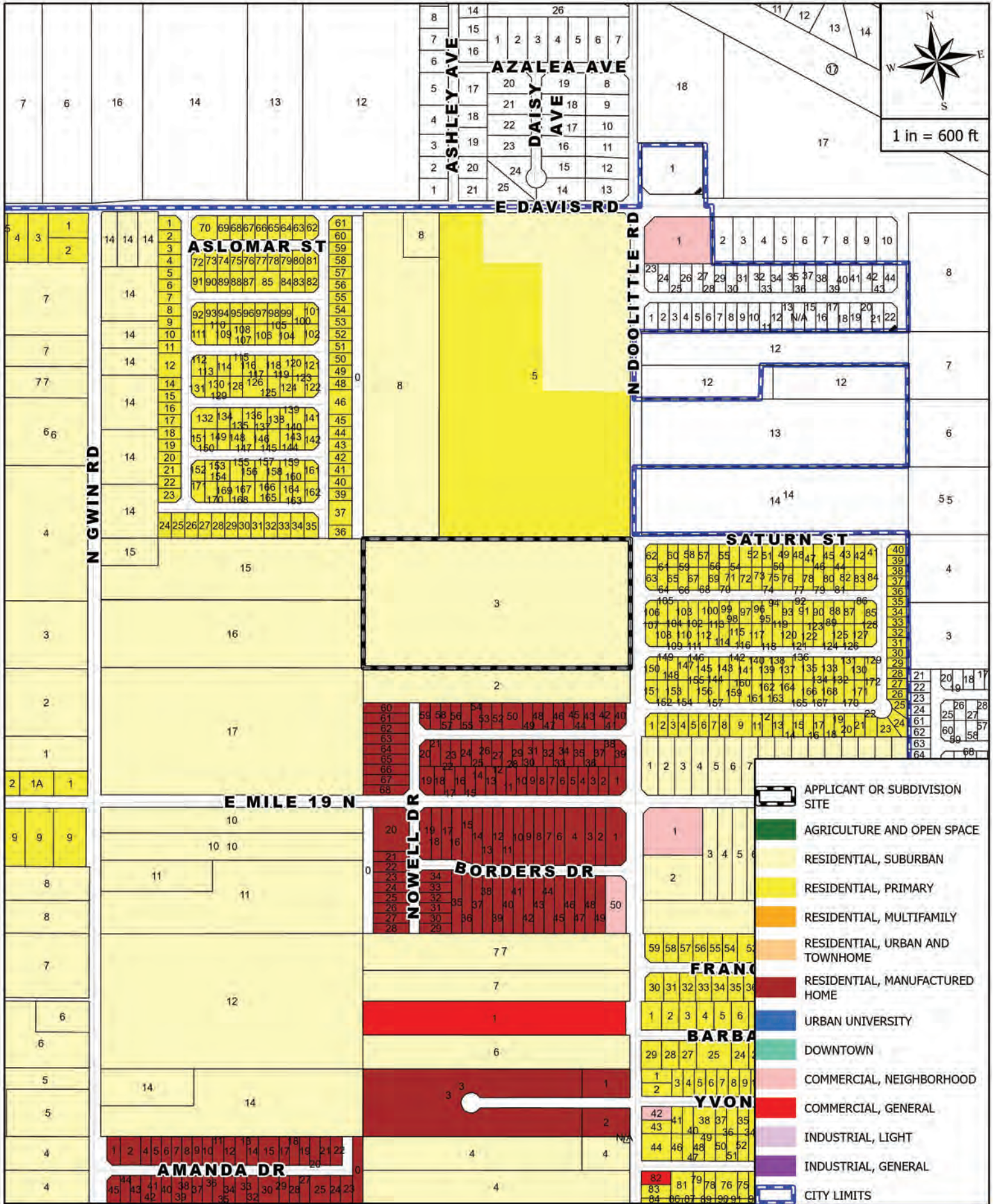
Staff mailed a notice of the public hearing to 72 neighboring property owners on Friday, May 31, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on June 12, 2024.





AERIAL MAP
APPLICANT AND/OR SUBDIVISION:
RZNE-2024-0203 RIO DELTA ENGINEERING

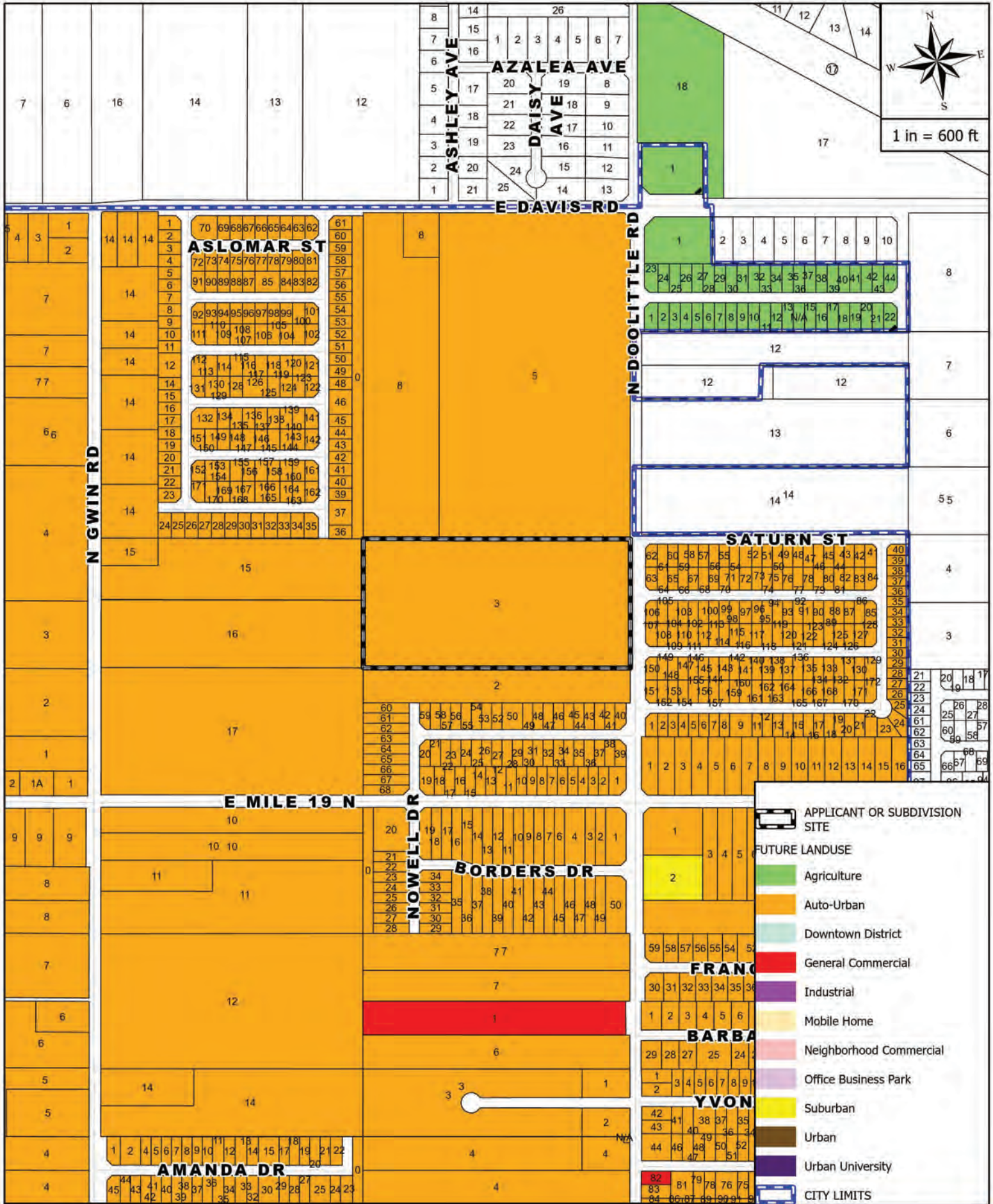
 APPLICANT OR SUBDIVISION SITE
 CITY LIMITS



ZONING MAP

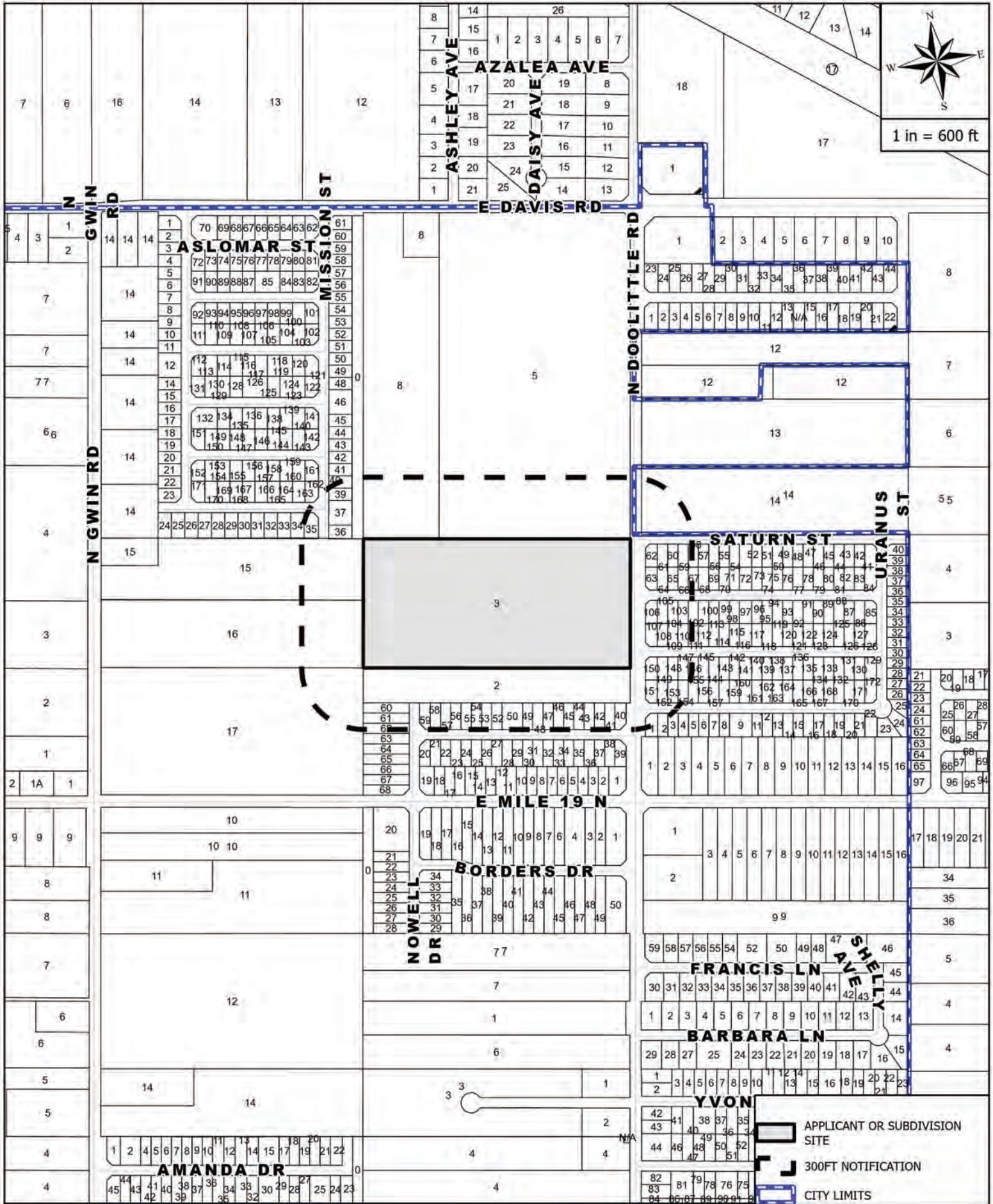
APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0203 RIO DELTA ENGINEERING



FUTURE LANDUSE MAP
APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0203 RIO DELTA ENGINEERING



MAILOUT AND SITE MAP
APPLICANT AND/OR SUBDIVISION:
RZNE-2024-0203 RIO DELTA ENGINEERING



Rezoning Request Site Photo

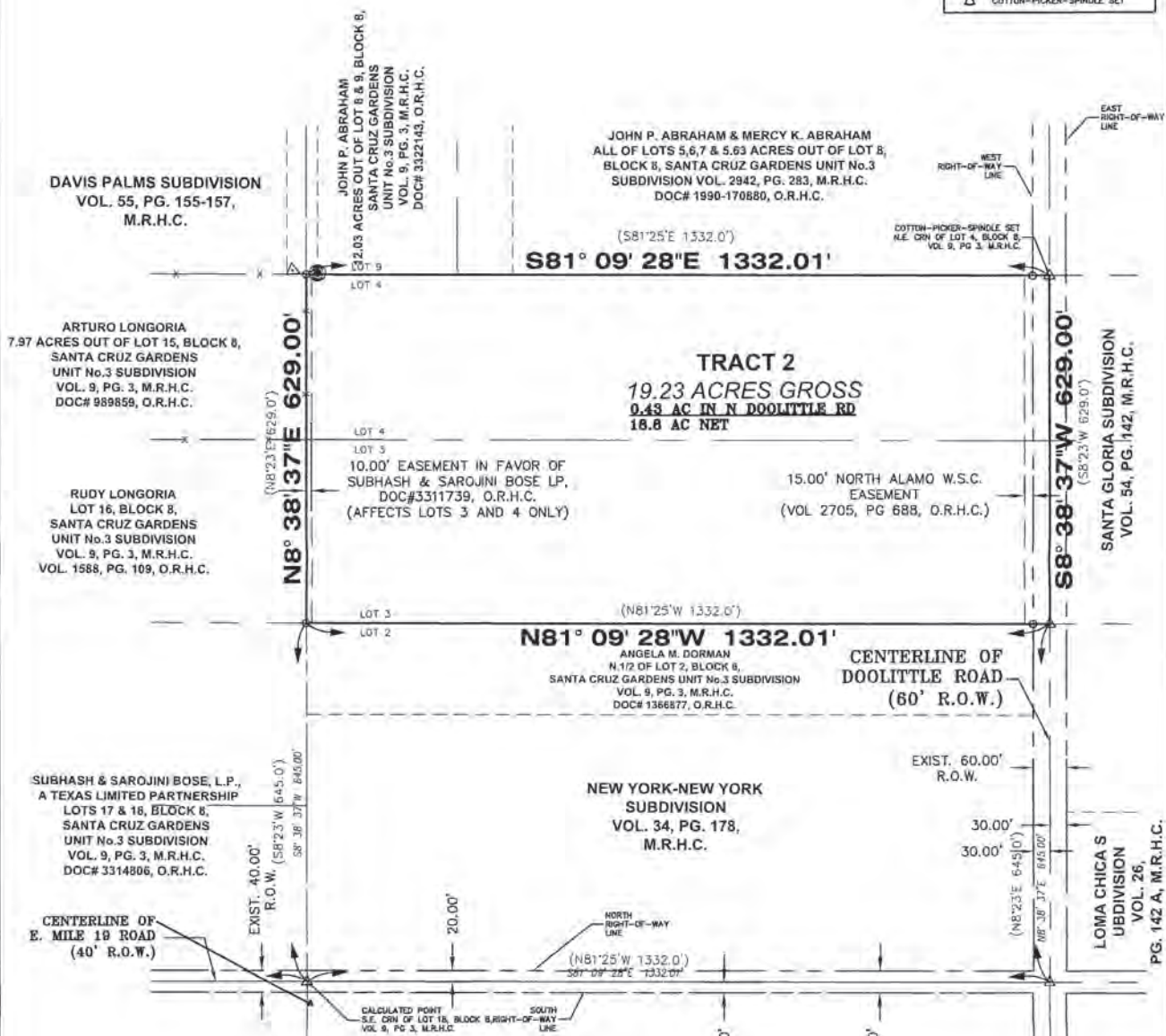
RIO DELTA ENGINEERING
4801 North Doolittle Road



**EXHIBIT A
BOUNDARY SURVEY
TRACT 2 - 19.23 ACRES
ALL OF LOTS 3 AND 4, BLOCK 8,
SANTA CRUZ GARDENS UNIT NO. 3
VOLUME 9, PAGE 3,
MAP RECORDS OF HIDALGO COUNTY, TEXAS**

SCALE: 1" = 200'
BEARING BASIS
TX STATE PLANE
COORDINATES NAD 83
TEXAS SOUTH ZONE (4200)
WESTERN DATA
SYSTEMS NETWORK

LEGEND	
○	CAPPED 1/2" IRON ROD SET
●	FENCE CORNER
○	1/2" IRON ROD FOUND
⊙	3/8"-HIGH IRON ROD FOUND
△	CALCULATED POINT
XXXX	MEASURED
(XXXX)	SANTA CRUZ GARDENS UNIT No.3 (VOL. 9, PG. 3, M.R.H.C.)
△	COTTON-PICKER-SPINDLE SET



SURVEYOR'S NOTES:

1) THE PROPERTY SHOWN IS IN ZONE X (SHADED), AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP No. 48033B 0020 E, MAP REVISED TO REFLECT LOMR: MAY 14, 2001.

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING MARCH 2023, UNDER MY DIRECTION AND SUPERVISION, THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND THAT THERE ARE NO ENCROACHMENTS, BOUNDARY CONFLICTS, PROTRUSIONS OR VISIBLE OR APPARENT EASEMENTS, EXCEPT AS SHOWN ON THE SURVEY PLAT; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS"

TITLE COMMITMENT NOTES:

PROPERTY SUBJECT TO:

- EASEMENTS, RULES, REGULATIONS, AND RIGHTS IN FAVOR OF SANTA CRUZ IRRIGATION DISTRICT #15.
- ROADS, EASEMENTS AND RESERVATIONS AS SHOWN ON THE MAP AND DEDICATION OF SANTA CRUZ GARDENS SUBDIVISION UNIT NO. 3, RECORDED IN VOLUME 9, PAGE 3, MAP RECORDS OF HIDALGO COUNTY, TEXAS.
- EASEMENT IN FAVOR OF NORTH ALAMO WATER SUPPLY CORP. AS SHOWN BY INSTRUMENT DATED JANUARY 11, 1989, RECORDED IN VOLUME 2705, PAGE 688, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS (PLOTTED).
- EASEMENT IN FAVOR OF SUBHASH & SAROJINI BOSE LP AS SHOWN BY INSTRUMENT DATED FEBRUARY 15, 2022, FILED FEBRUARY 16, 2022 UNDER DOCUMENT NUMBER 2011739, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS (PLOTTED).
- RIGHTS OF WAY, EASEMENTS, TERMS AND CONDITIONS AS MORE FULLY DESCRIBED AND AS REFLECTED BY COMMITMENT FOR TITLE INSURANCE WITH OF No. 180071, ISSUED BY ALLIANT NATIONAL TITLE INSURANCE COMPANY, ISSUED MARCH 17, 2023.



3-31-2023

IVAN GARCIA
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496



RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE, EDINBURG TEXAS 76530
(TEL) 956-380-0152 (FAX) 956-380-5083

DATE: MARCH 2023
PROJECT: SUB 22 047
SHEET: 1 OF 1

Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8202



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE #

RZNE-2024-0203

Date: APRIL 30, 2024

1. Property Owner (required): RG ENTERPRISES LLC. 2. Phone: (956) 259-8046

3. Mailing Address: 711 E. WISCONSIN ROAD

4. City: EDINBURG State: TEXAS Zip: 78539

5. Owner's Email: RGARZAJR26@YAHOO.COM

6. Cell No. _____

7. Agent (not owner): RIO DELTA ENGINEERING

8. Agent's Phone: (956) 380-5152

9. Agent's Mailing Address: 921 S. 10TH AVENUE

10. City: EDINBURG State: TEXAS Zip: 78539

11. Agent's Email: EDINBURG@RIODELTAENGINEERING.COM

12. Address/Location being Rezoned: APPROX. 1000 FEET NORTH OF DOOLITTLE RD AND
E MILE 19 RD. ON WEST OF DOOLITTLE RD.

13. Legal Description of Property:

14. Property ID(s): 278890

ALL OF LOTS THREE (3) AND FOUR (4), BLOCK EIGHT (8), SANTA CRUZ GARENS SUBDIVISION
UNIT NO. 3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 9, PAGE 3,
MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

15. Zone Change: From: RESIDENTIAL, SUBURBAN

To: RESIDENTIAL, PRIMARY

16. Existing Land Use: VACANT

17. Reason for Zone Change: RESIDENTIAL DEVELOPMENT

Rene Garza

(Please Print Name)

Signature

OFFICE USE ONLY

REVIEWED BY

Anaísee (see transcript)

DATE RECEIVED



***INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.**

**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 595131
CASTILLO OVDULIA
2927 NEW YORK DR
EDINBURG, TX 78542-0942

PID: 595132
MENDIOLA RACHEL
2923 NEW YORK DR
EDINBURG, TX 78542-0942

PID: 278889
DORMAN ANGELA M
5219 N DOOLITTLE RD
EDINBURG, TX 78542

PID: 595146
RODRIGUEZ ELIUD JR
1507 ARUBA DR
EDINBURG, TX 78541-4684

PID: 595140
RIOS JESUS & MARIA E
3120 E MILE 19 N
EDINBURG, TX 78542-0589

PID: 595145
MAGDALENO ROSALINDA
4703 N NOWELL DR
EDINBURG, TX 78542-4989

PID: 595141
REYES MARIA D
2807 NEW YORK DR
EDINBURG, TX 78542-0943

PID: 595142
**GALLARDO JUAN M
& SAN JUANA**
2801 NEW YORK DR
EDINBURG, TX 78542-0943

PID: 595143
**GALLARDO JUAN M
& SANJUANA**
2801 NEW YORK DR
EDINBURG, TX 78542-0943

PID: 595144
RAMIREZ LEOPOLDO JR
4715 N NOWELL DR
EDINBURG, TX 78542-4989

PID: 595134
RIOS MARGOT
2915 NEW YORK DR
EDINBURG, TX 78542-0942

PID: 595137
**CISNEROS KIMBERLY
& KATHERINE**
2903 NEW YORK DR
EDINBURG, TX 78542-0942

PID: 595129
NAJERA JOSE JR
3005 NEW YORK DR LOT 45
EDINBURG, TX 78542-0970

PID: 595130
RODRIGUEZ FRANK
901 E UNIVERSITY DR
EDINBURG, TX 78539-3633

PID: 595126
**PENA VALENTINE &
SAN JUANA**
114 BLUEBIRD ST
SAN JUAN, TX 78589-4107

PID: 595128
**DE LA CRUZ JULIO III
& NORMA N**
3009 NEW YORK DR LOT 44
EDINBURG, TX 78542-0970

PID: 595133
RUIZ DEILA MARLEN
2919 NEW YORK DR
EDINBURG, TX 78542-0942

PID: 595136
BECERRA ELIAAN OCHOA
2907 NEW YORK DR
EDINBURG, TX 78542

PID: 595138
GARZA CARLOS ALBERTO JR
123 AMY DR
SAN JUAN, TX 78589-3709

PID: 278909
RG ENTERPRISES LLC
711 E WISCONSIN RD

**ZONING CASE
OWNER NOTIFICATION LIST**

EDINBURG, TX 78539-7007

PID: 595125
**SALINAS VICTOR &
SAN JUANITA**
3021 NEW YORK DR
EDINBURG, TX 78542-0970

PID: 595124
GRACIA SILVIA G
3025 NEW YORK DR
EDINBURG, TX 78542-0970

PID: 595127
**SALINAS SERGIO &
SAN JUANITA SALINAS RIOS**
3021 NEW YORK DR
EDINBURG, TX 78542-0970

PID: 595139
GARZA EIDARIO
2817 NEW YORK DR
EDINBURG, TX 78542-0943

PID: 724411
**HERNANDEZ JOSE J
& MARIA E**
5209 LIZETTE DR
EDINBURG, TX 78542-2874

PID: 278890
RG ENTERPRISES LLC
711 E WISCONSIN RD
EDINBURG, TX 78539-7007

PID: 724402
**CANTU JOEL &
GLADIS S HERNANDEZ**
3212 SATURN ST
EDINBURG, TX 78542-1343

PID: 278910
**SUBHASH &
SAROJINI BOSE LP**
7007 N 1ST LANE
MCALLEN, TX 78504-1931

PID: 724403
FLORES OLGA BARCENAS
3210 SATURN ST
EDINBURG, TX 78542-1343

PID: 278884
**VILLARREAL NAPOLEON
& SOYLA**
2717 E MILE 6 RD
MISSION, TX 78573-9762

PID: 724410
GONZALEZ LETICIA CANTU
3209 PLUTO ST
EDINBURG, TX 78542-1340

PID: 727760
**JUAREZ REBECA LEAH
& JESUS CANTU**
4816 MISSION ST
EDINBURG, TX 78542-3228

PID: 724409
GONZALEZ ORISSA K
3205 PLUTO ST LOT 65
EDINBURG, TX 78542-1340

PID: 724456
MARTINEZ-CAMPOS VICTOR
EDINBURG, TX 78542

PID: 724404
**BARRON ALBERTO &
ANA FACUNDO**
3208 SATURN ST
EDINBURG, TX 78542-1343

PID: 724449
**ACUNA RAUL M &
MARIA DE LA LUZ MARTINEZ**
3210 PLUTO ST
EDINBURG, TX 78542-1339

PID: 724405
**ZAVALA CAROLINA BEATRIZ
& JORGE SALINAS**
415 KIKA DE LA GARZA ST
EDINBURG, TX 78539-9664

PID: 724448
CUELLAR SARAH
3212 PLUTO ST
EDINBURG, TX 78542

PID: 724457

**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 724408
GONZALEZ ORISSA K
3205 PLUTO ST LOT 64
EDINBURG, TX 78542-1340

PID: 724407
RODRIGUEZ SOFIA
2104 GRANITE AVE
MISSION, TX 78572-3510

PID: 724406
QUIROZ JESSICA
300 SAN ANGELO DR
ALAMO, TX 78516-9433

PID: 724452
GARCIA WENDY M REYES
3206 PLUTO ST
EDINBURG, TX 78542-1339

PID: 724453
**SALINAS LEONELA A
& LIZBETH A**
6547 ADVENTURE AVE
EDINBURG, TX 78542-1972

PID: 724454
PINEDA SALVADOR NUNEZ
3204 NEPTUNE ST
EDINBURG, TX 78542-1334

PID: 724500
CABALLERO CATALINA P
3209 NANCY ST
EDINBURG, TX 78542-1329

PID: 724501
ESTRADA JORGE A TORRES
3213 NANCY ST
EDINBURG, TX 78542-1329

PID: 724492
**LIRA DANIEL L &
YADIRA H ROBLES**
214 SUNNY LN
EDINBURG, TX 78541-6514

PID: 724347
GONZALEZ PATRICIA
3208 NANCY ST

CANO EMILIA GARCIA
3211 NEPTUNE ST
EDINBURG, TX 78542-1335

PID: 724497
**ROCHA RUBEN &
FLOR S MATIAS**
3203 NANCY ST
EDINBURG, TX 78542-1329

PID: 724496
SOLIS SANDRA
3204 NEPTUNE ST
EDINBURG, TX 78542-1334

PID: 724495
**GAMEZ VICTOR L III &
CARMELA GUTIERREZ**
3206 NEPTUNE ST
EDINBURG, TX 78542-1334

PID: 724498
**GARZA JUAN CARLOS E &
CORINA I GUTIERREZ**
3205 NANCY ST
EDINBURG, TX 78542-1329

PID: 724499
VASQUEZ JORGE L MEJIA
3207 NANCY
EDINBURG, TX 78542-1329

PID: 724494
CAVAZOS FERNANDO
1001 E LOEB ST
EDINBURG, TX 78541-3757

PID: 724493
AGUIRRE ALBERTO & LAURA
3210 NEPTUNE ST
EDINBURG, TX 78542-1334

PID: 724451
GARCIA WENDY M REYES
3206 PLUTO ST
EDINBURG, TX 78542-1339

PID: 724450
**PENA MIGUEL A RORIGUEZ
& EMILIE A RODRIGUEZ**
3322 PLUTO ST

**ZONING CASE
OWNER NOTIFICATION LIST**

EDINBURG, TX 78542-1328

PID: 724346
DE LA TORRE LEONEL
3320 NANCY ST
EDINBURG, TX 78542-1330

PID: 278891
**ABRAHAM JOHN P
& MERCY K**
1501 NORTHGATE LN
MCALLEN, TX 78504-9594

PID: 278892
ABRAHAM JOHN P
1501 NORTHGATE LN
MCALLEN, TX 78504-9594

PID: 727885
MEDRANO AMANDA M
2711 PFEIFFER ST
EDINBURG, TX 78542-5313

PID: 727763
PADILLA SERGIO GARCIA
4904 MISSION ST
EDINBURG, TX 78542

PID: 727762
GARZA BRANDI
4902 MISSION ST
EDINBURG, TX 78542

PID: 278908
CASTRO MICHAEL & JESSICA
4804 N GWIN RD
EDINBURG, TX 78542-5634

PID: 518051
VILLARREAL NAPOLEON & SOYLA
2717 E MILE 6 RD
MISSION, TX 78573-9762

EDINBURG, TX 78542-1341

PID: 724455
GARCIA HORACIO & YAZMIN
3207 NEPTUNE ST
EDINBURG, TX 78542-1335

PID: 724345
**QUIROZ RUFINO MADRAGON
& JENNIFER**
1423 E FAY ST
EDINBURG, TX 78539-4949

PID: 727759
VELA JAJAIRA & ESTEBAN GARZA
4812 N MISSION ST
EDINBURG, TX 78542-3228

PID: 727758
**ZARATE JOSE JR &
BELINDA CANO**
515 N 20TH AVE
EDINBURG, TX 78541-3719

PID: 727757
**ARREDONDO ALICIA &
RICARDO**
2710 PFIEFFER ST
EDINBURG, TX 78542-5250

PID: 727895
CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL, SUBURBAN (RS) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, BEING A 19.23 ACRES TRACT OF LAND OF LOTS 3 AND 4, BLOCK 8, SANTA CRUZ GARDENS UNIT NO.3 SUBDIVISION, LOCATED AT 4801 NORTH DOOLITTLE ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Suburban (RS) District and the Residential, Primary (RP) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a 19.23 acres tract of Land of Lots 3 and 4, Block 8, Santa Cruz Gardens Unit No.3 Subdivision, Located at 4801 North Doolittle Road, Edinburg, Hidalgo County, Texas, from Residential, Suburban (RS) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on June 11, 2024, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published

in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on July 2, 2024 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

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

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Suburban (RS) District to Residential, Primary (RP) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Suburban (RS) and added to Residential, Primary (RP) District.

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

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

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

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 551.041, on the 2nd day of July 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

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

By: _____
Omar Ochoa, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

PUBLIC HEARINGS

Agenda Item No: 7.C.

Rezoning Request - Erasmo Garcia on behalf of Gloria A. Alvarez

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 17, Owassa Gardens Mobile Home Subdivision, Located at 1503 Bract Street, as Requested by Erasmo Garcia on behalf of Gloria A. Alvarez. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the north side of Bract Street, approximately 330 feet east of South Veterans Boulevard in the Owassa Gardens Mobile Home Subdivision. The property has 60 feet of frontage along Bract Street and a lot depth of 123 feet for a total lot area of approximately 7,380 square feet. The requested zoning designation is the Residential, Primary (RP) District, which is the primary residential district, intended to permit single-family residential uses. The applicant is seeking a zone change to establish a new single-family residential development at this location. The lot is currently vacant.

Adjacent zoning is Agriculture and Open Space (AO) District in all directions. Adjacent land uses are single-family residential. This subdivision has a mix of conventional homes, manufactured homes, and commercial businesses along South Veterans Boulevard. On March 17, 2015, the property was annexed into the City with the Agricultural District designation. The Future Land Use designation is for Auto-Urban uses.

Staff mailed a notice of the public hearing to 38 neighboring property owners on Friday, May 31, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on June 12, 2024.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. **Staff's Recommendation:**

Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, based on adjacent land uses and densities in the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Jesus Saenz, Assistant City Manager

Final Approval - 6/28/2024

Prepared by:

Jaime Acevedo, Director of Planning and Zoning

Attachments:

- A. City Council Agenda Packet Attachments
- B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 6/11/24
CITY COUNCIL – 7/2/24
DATE PREPARED – 5/31/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District

APPLICANT: Gloria A. Alvarez

AGENT: Erasmo Garcia

LEGAL: Lot 17, Owassa Gardens Mobile Home Subdivision

LOCATION: 1503 Bract Street

LOT/TRACT SIZE: approximately 7,380 square feet

CURRENT USE: Vacant land

PROPOSED USE: Single-family development

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING: North – Agriculture and Open Space (AO) District
South – Agriculture and Open Space (AO) District
East – Agriculture and Open Space (AO) District
West – Agriculture and Open Space (AO) District

LAND USE PLAN: Auto-Urban uses

PUBLIC SERVICES: North Alamo Water Supply Corporation Water and City of Edinburg Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District

REZONING REQUEST
ERASMO GARCIA

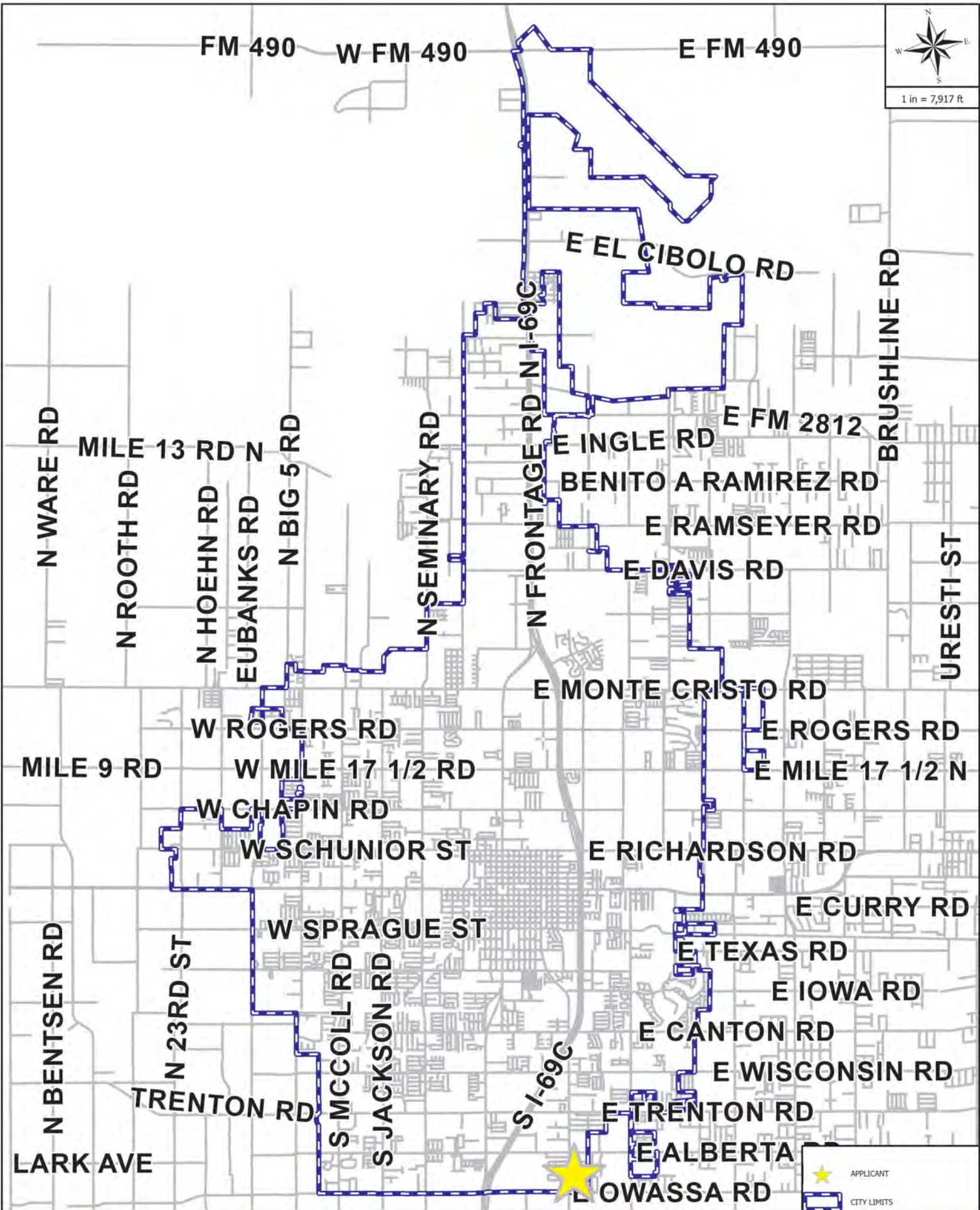
EVALUATION

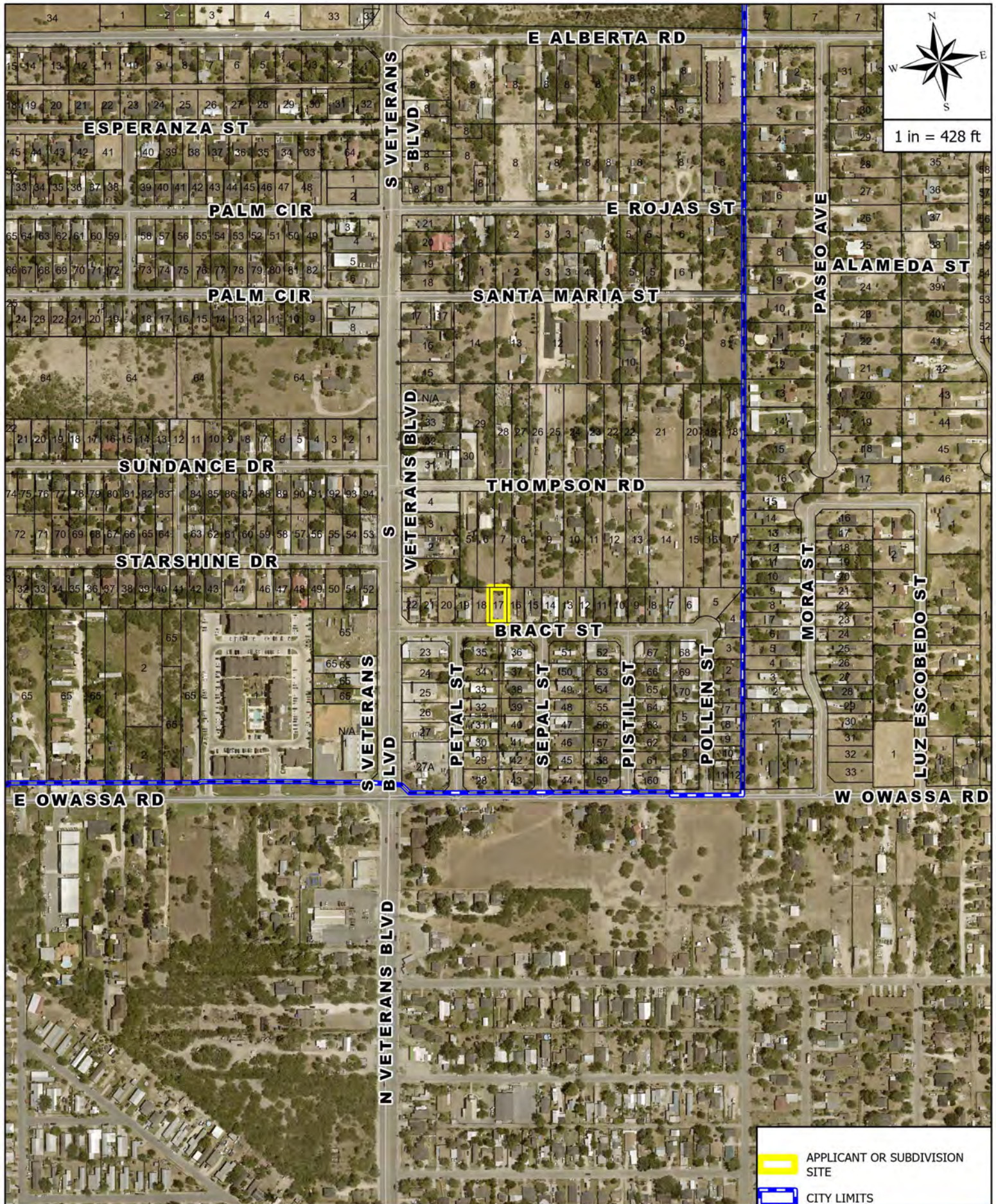
The following is staff's evaluation of the request:

1. Adjacent land uses consist of residential uses.
2. As part of the March 17, 2015 annexation, the property was zoned Agriculture and Open Space (AO) District.
3. The proposed land use is consistent with the adjacent land uses and character of the neighborhood.
4. The proposed zoning is consistent with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, based on adjacent land uses and densities in the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 38 neighboring property owners on Friday, May 31, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on June 12, 2024.

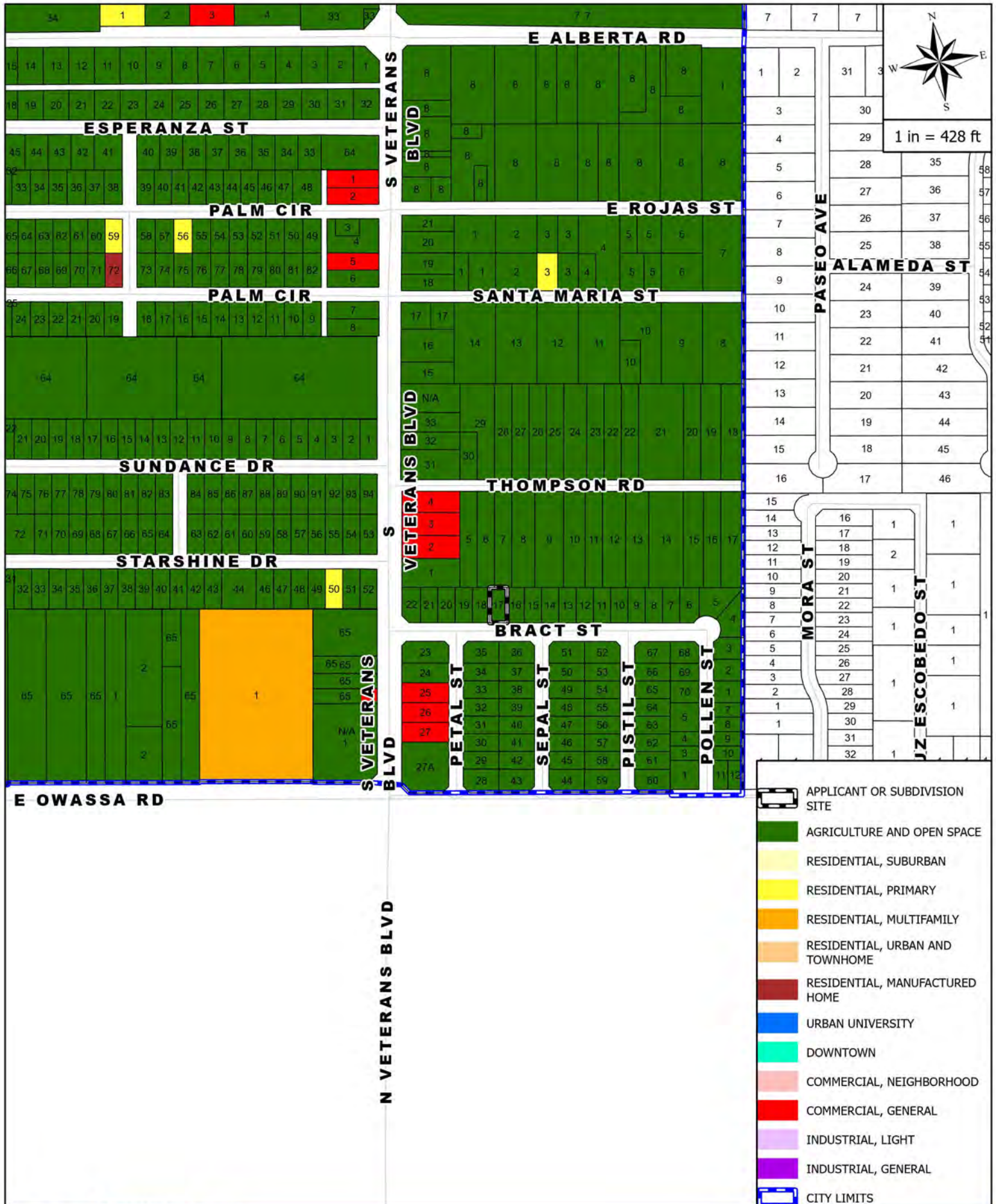




AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0204 ERNESTO PEREZ - ERASMO GARCIA



ZONING MAP

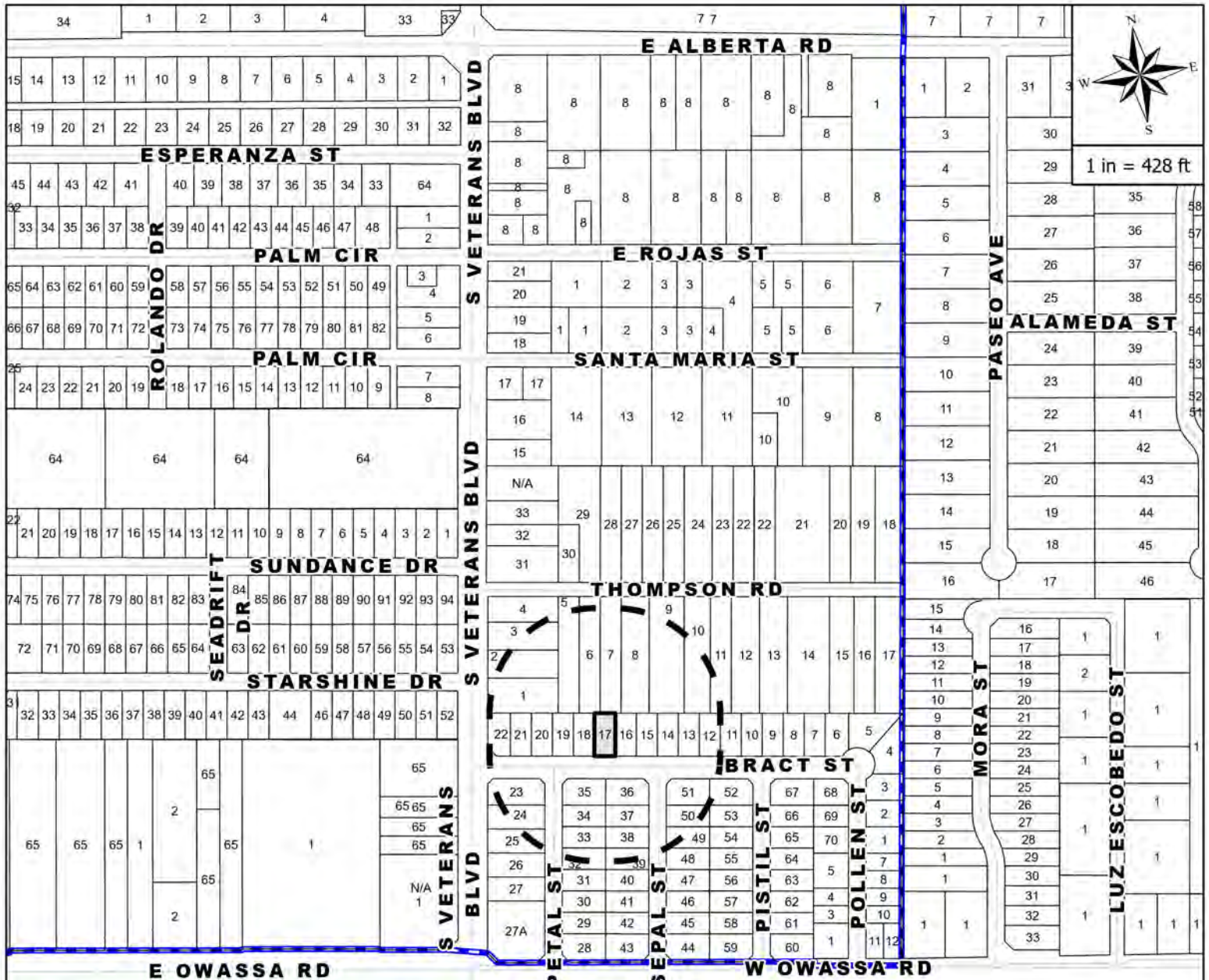
APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0204 ERNESTO PEREZ - ERASMO GARCIA



APPLICANT AND/OR SUBDIVISION:

Page 58 of 381



-  APPLICANT OR SUBDIVISION SITE
-  300FT NOTIFICATION
-  CITY LIMITS



MAILOUT AND SITE MAP
APPLICANT AND/OR SUBDIVISION:
 RZNE-2024-0204 ERNESTO PEREZ - ERASMO GARCIA



Rezoning Request Site Photo

Erasmo Garcia

1503 Bract Street





INNOVATIVE
DRAFTING &
DESIGN SERVICES
CONSULTING
-RENTON
CELL: 867-7757

LIVING AREA	1,153 SQ. FT.
GARAGE	0 SQ. FT.
PORCH	24 SQ. FT.
PATIO	68 SQ. FT.
TOTAL AREA	1,245 SQ. FT.

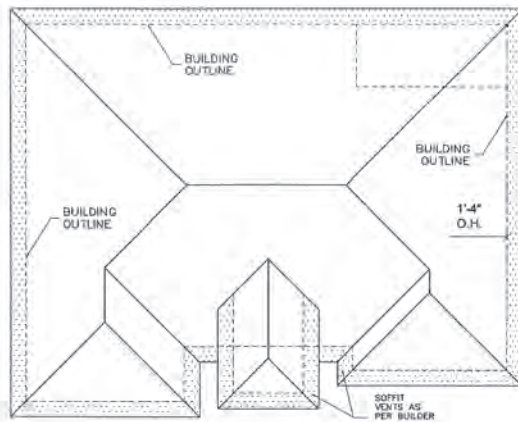
OWASSA GARDENS
M H SUBD - LOT 17
EDINBURG, TX

ERNESTO PEREZ
LOCATION:
1503 BRACK ST
EDINBURG, TX
78542

PROJECT NO: 004043
DRAWN BY: JESSIE BARRISO
DATE: 12.12.2024
BUILDER:

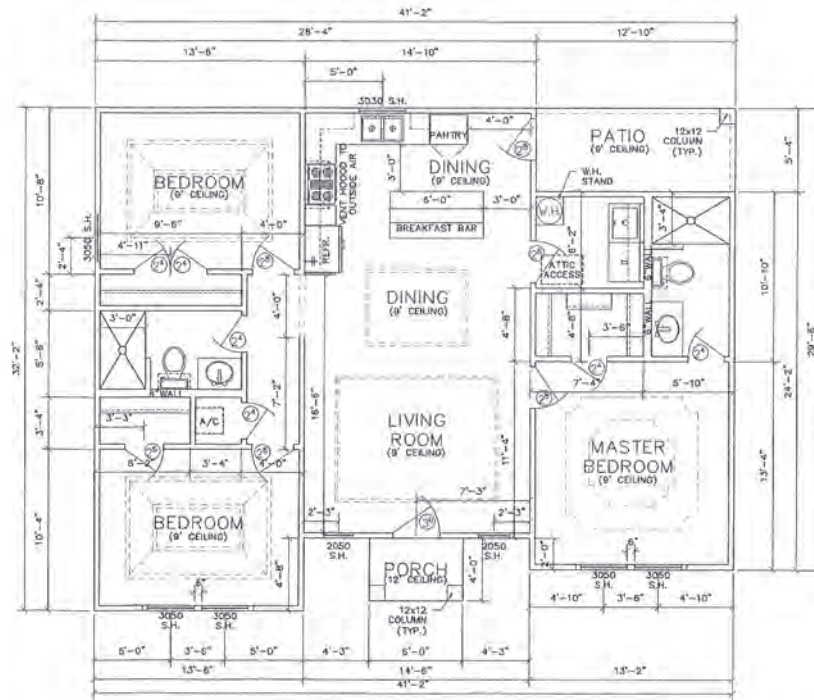
SHEET NUMBER

3 OF 4



2 ROOF PLAN
SCALE: 3/32"=1'-0"

ROOF NOTES:
1) ROOF SLOPE TO BE 6:12.
2) ROOF SHINGLES/ SPECS AS PER CONTRACT.
3) SOFFIT VENTS AS PER BUILDER.
4) 16" D.H.
5) ALL ROOF VENT LOCATIONS AS PER BUILDER.



1 FLOOR PLAN
SCALE: 1/8"=1'-0"

THE DESIGNER ASSUMES NO LIABILITY FOR ANY STRUCTURE CONSTRUCTED FROM THIS PLAN. IT IS THE RESPONSIBILITY OF THE PURCHASER OF THIS PLAN TO PERFORM THE FOLLOWING BEFORE ACTUAL CONSTRUCTION COMMENCES.

1. BUILDER OR CONTRACTOR MUST VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.
2. BUILDER OR CONTRACTOR MUST VERIFY AND COMPLY WITH LOCAL BUILDING CODES OF THE AREA WHERE THE STRUCTURE IS TO BE CONSTRUCTED AND LOCATED.
3. PLANS INDICATE LOCATIONS ONLY. SEPARATE ENGINEER ASPECTS SHOULD BE INCORPORATED TO ACTUAL SITE CONDITIONS.

Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8202



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE #

RZNE-2024-0204

Date: 5-7-24

1. Property Owner (required): Ernesto Perez 2. Phone: _____

3. Mailing Address: 5200 N Huisache Ave

4. City: Pharr State: TX Zip: 78577

5. Owner's Email: Ernesto.neto.ep@gmail.com 6. Cell No. 956-219-8086

7. Agent (not owner): Eddie Garcia 8. Agent's Phone: 956-460-8994

9. Agent's Mailing Address: 103 E. 12th st

10. City: San Juan State: TX Zip: 78589

11. Agent's Email: Barra Eddie Garcia Eddie1201@gmail.com

12. Address/Location being Rezoned: 1503 Bract st, Edinburg, TX 78542

13. Legal Description of Property: _____ 14. Property ID(s): 586334

15. Zone Change: From: RMH To: Residential

16. Existing Land Use: Vacant land

17. Reason for Zone Change: To build a foundation home

Ernesto Perez

[Signature]

↑
(Please Print Name)

↑
Signature

OFFICE USE ONLY

REVIEWED BY [Signature] DATE RECEIVED 5/7/2024

***INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.**

**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 586328

**CEPEDA JOSE A &
GLORIA J BRAMBILA**
1601 BRACK ST
EDINBURG, TX 78542-8373

PID: 586329

**MARTINEZ JUAN MIGUEL M &
REYNA M RODRIGUEZ APARICIO**
3105 MEGAN DR
EDINBURG, TX 78539-8063

PID: 586342

GARCIA MIKE & ROSALVA
2819 SOPHIA AVE
EDINBURG, TX 78542-7514

PID: 586350

ZUNIGA OMAR
5614 PETAL ST
EDINBURG, TX 78542-8353

PID: 586352

MORA JUAN S & MA GUADALUPE
5602 PETAL ST
EDINBURG, TX 78542-8353

PID: 586366

NINO DINORAH AMAYA
818 COYOTE TRL
PHARR, TX 78577-7204

PID: 586368

ORDONA CIRILO JR
5604 SEPAL ST
EDINBURG, TX 78542-8375

PID: 586340

VASQUEZ J DORLORES
1216 E PROSPERIDA DR
PHARR, TX 78577-7758

PID: 586353

**CANO ELIGIO &
MARIA REBECCA RUIZ**
5603 SEPAL ST
EDINBURG, TX 78542-8375

PID: 586369

PLASCENCIA LUZ CRISTINA
5605 PISTIL ST
EDINBURG, TX 78542-8355

PID: 586334

ALVAREZ GLORIA A
5200 N HUISACHE AVE
PHARR, TX 78577-8247

PID: 586335

SILVAS BLANCA
100 BECKER ST
ALAMO, TX 78516-9791

PID: 586336

JASSO JESUS CARLOS
1413 BRACK ST
EDINBURG, TX 78542-8351

PID: 586337

ARCOIRIS DAYCARE LLC
736 FICUS ST
LA JOYA, TX 78560-4094

PID: 586331

ELIZONDO IRMA
1515 BRACK ST
EDINBURG, TX 78542-8374

PID: 586333

SUSTAITA JOSE A & SILVIA
PO BOX 3815
EDINBURG, TX 78540-3815

PID: 586339

**VASQUEZ ALBERTO GUEVARA &
RAUL ANGEL PLATA TORICES**
1216 PROSPERIDAD
PHARR, TX 78577-7758

PID: 586338

**CHAPA HERMEREJILDO JR
& OLIVIA C**
1405 BRACK ST LOT 21
EDINBURG, TX 78542-8351

**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 586354
DIAZ ADELA
5609 SEPAL ST
EDINBURG, TX 78542-8375

PID: 586355
OVALLE JUAN DIEGO
5615 SEPAL ST
EDINBURG, TX 78539

PID: 586356
QUINTANILLA GUADALUPE S JR
4410 BETH DR
EDINBURG, TX 78542-6818

PID: 586367
CRUZ ERNESTO & ELIDA C
5610 SEPAL ST
EDINBURG, TX 78542-8375

PID: 586330
MUNIZ TOMAS
1519 BRACK ST
EDINBURG, TX 78542-8374

PID: 586332
HERNANDEZ MARIA DE LA LUZ
1511 BRACK ST
EDINBURG, TX 78542-8374

PID: 118208
RODRIGUEZ GOMEZINDO SR
5522 SOUTH VETERAN'S BLVD
EDINBURG, TX 78542-6939

PID: 118209
NAVAK LLC
3329 TIERRA ANGEL DR
EL PASO, TX 79938-4826

PID: 118216
RAMOS JESUS M
1604 E THOMPSON RD
EDINBURG, TX 78542-2627

PID: 118214
LAZO ALBERT F & ISELA
1510 E THOMPSON RD
EDINBURG, TX 78542-2626

PID: 586341
CASTELLANOS JOSE DE JESUS
1040 KESTREL DR
EDINBURG, TX 78542-0421

PID: 586349
VILLARREAL TALAIDY
5620 PETAL ST
EDINBURG, TX 78542-8353

PID: 586351
JUAREZ MARIA GUADALUPE
10912 N 30TH ST
MCALLEN, TX 78504-6483

PID: 118207
TOVAR JOEL
2000 LOMA VISTA DR
SAN JUAN, TX 78589-3369

PID: 118212
DE LA FUENTE MARIA DE LEON
1422 E THOMPSON RD
EDINBURG, TX 78542-2625

PID: 118213
SIERRA BOBBY & ADRIANNA
1502 E THOMPSON RD
EDINBURG, TX 78542

PID: 118211
SANTANA SAN JUANITA DE LEON
1416 E THOMPSON RD
EDINBURG, TX 78542-2625

PID: 118215
ORTIZ ROBERTO & SOFIA
1518 E THOMPSON RD
EDINBURG, TX 78542-2626

PID: 118210
NAVAK LLC
3329 TIERRA ANGEL DR
EL PASO, TX 79938-4826

PID: 118217
RAMOS ERASMO
1604 E THOMPSON RD
EDINBURG TX 78542-2627

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, BEING LOT 17, OWASSA GARDENS MOBILE HOME SUBDIVISION, LOCATED AT 1503 BRACK STREET, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District and the Residential, Primary (RP) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a Lot 17, Owassa Gardens Mobile Home Subdivision, Located at 1503 Brack Street, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on June 11, 2024, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on July 2, 2024 at 6:00 P.M., in the Edinburg

City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

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

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Agriculture and Open Space (AO) District to Residential, Primary (RP) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Agriculture and Open Space (AO) District and added to Residential, Primary (RP) District.

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

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

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

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 551.041, on the 2nd day of July 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

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

By: _____
Omar Ochoa, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

PUBLIC HEARINGS

Agenda Item No: 7.D.

Rezoning Request - Erasmo Garcia on behalf of A & Perez LLC

1. Agenda Item:

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 61, Owassa Gardens Mobile Home Subdivision, Located at 5714 Pistil Street, as Requested by Erasmo Garcia on Behalf of A & Perez LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

This property is located on the east side of Pistil Street, approximately 84 feet north of East Owassa Road. The property has 61.33 feet of frontage along Pistil Street and a lot depth of 123.69 feet for a total lot area of approximately 6,359.92 square feet. The requested zoning designation is the Residential, Primary (RP) District, which is the primary residential district, intended to permit single-family residential uses. The applicant is seeking a zone change to establish a new single-family residential development at this location. The lot is currently vacant.

Adjacent zoning is Agriculture and Open Space (AO) District in all directions. Adjacent land uses are single-family residential. This subdivision has a mix of conventional homes, manufactured homes, and commercial businesses along South Veterans Boulevard. On March 17, 2015, the property was annexed into the City with the Agricultural District designation. The Future Land Use designation is for Auto-Urban uses.

Staff mailed a notice of the public hearing to 37 neighboring property owners on Friday, May 31, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on June 12, 2024.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. Staff's Recommendation:

Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, based on adjacent land uses and densities in the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Jesus Saenz, Assistant City Manager

Final Approval - 6/28/2024

Prepared by:

Jaime Acevedo, Director of Planning and Zoning

Attachments:

- A. City Council Agenda Packet Attachments
- B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 6/11/24
CITY COUNCIL – 7/2/24
DATE PREPARED – 5/31/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District

APPLICANT: A & Perez, LLC.

AGENT: Erasmo Garcia

LEGAL: Lot 61, Owassa Gardens Mobile Home Subdivision

LOCATION: 5714 Pistil Street

LOT/TRACT SIZE: approximately 6,359.92 square feet

CURRENT USE: Vacant land

PROPOSED USE: Single-family development

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING: North – Agriculture and Open Space (AO) District
South – Agriculture and Open Space (AO) District
East – Agriculture and Open Space (AO) District
West – Agriculture and Open Space (AO) District

LAND USE PLAN: Auto-Urban uses

PUBLIC SERVICES: North Alamo Water Supply Corporation Water and City of Edinburg Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District

REZONING REQUEST
ERASMO GARCIA

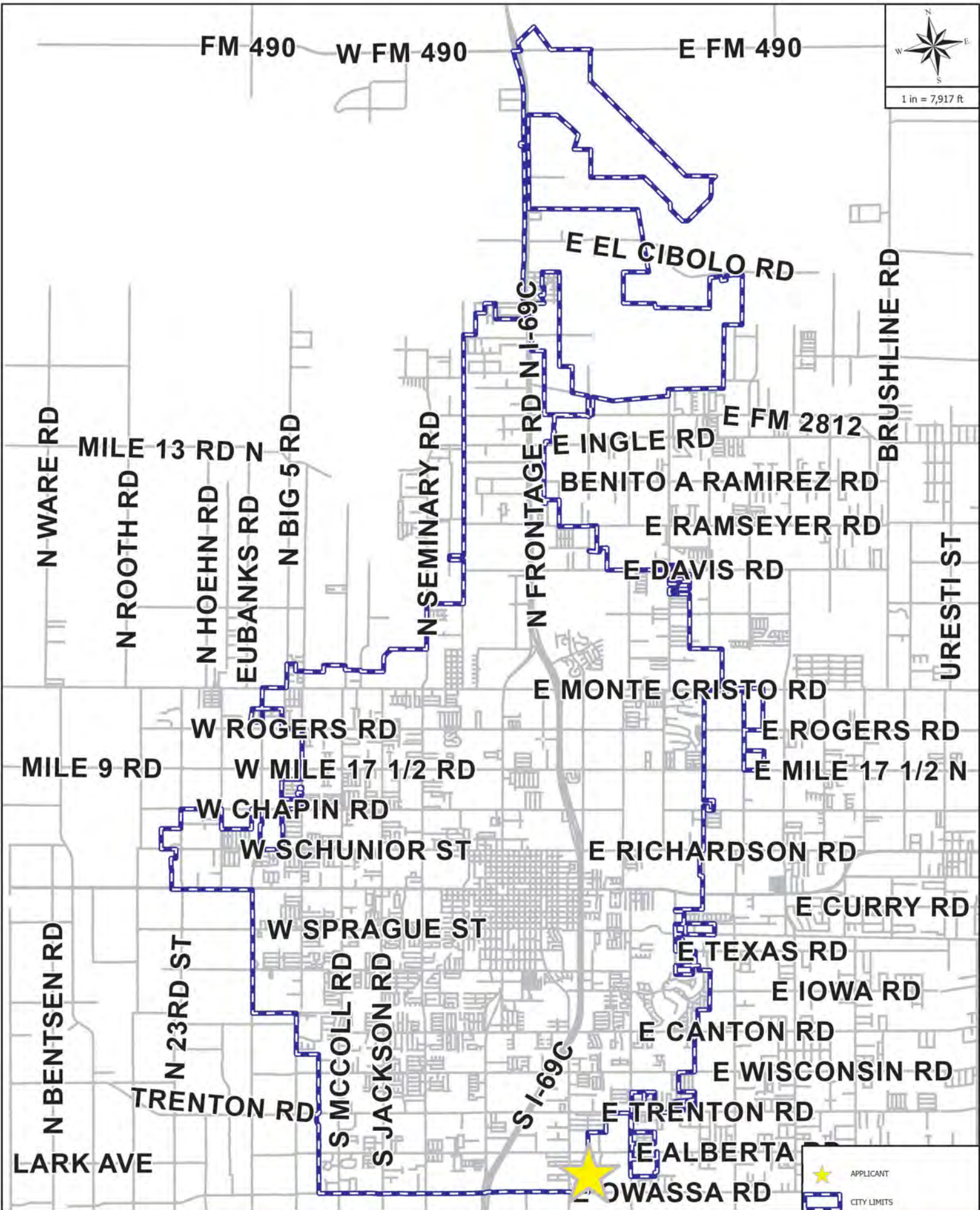
EVALUATION

The following is staff's evaluation of the request:

1. Adjacent land uses consist of residential uses.
2. As part of the March 17, 2015 annexation, the property was zoned Agriculture and Open Space (AO) District.
3. The proposed land use is consistent with the adjacent land uses and character of the neighborhood.
4. The proposed zoning is consistent with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, based on adjacent land uses and densities in the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

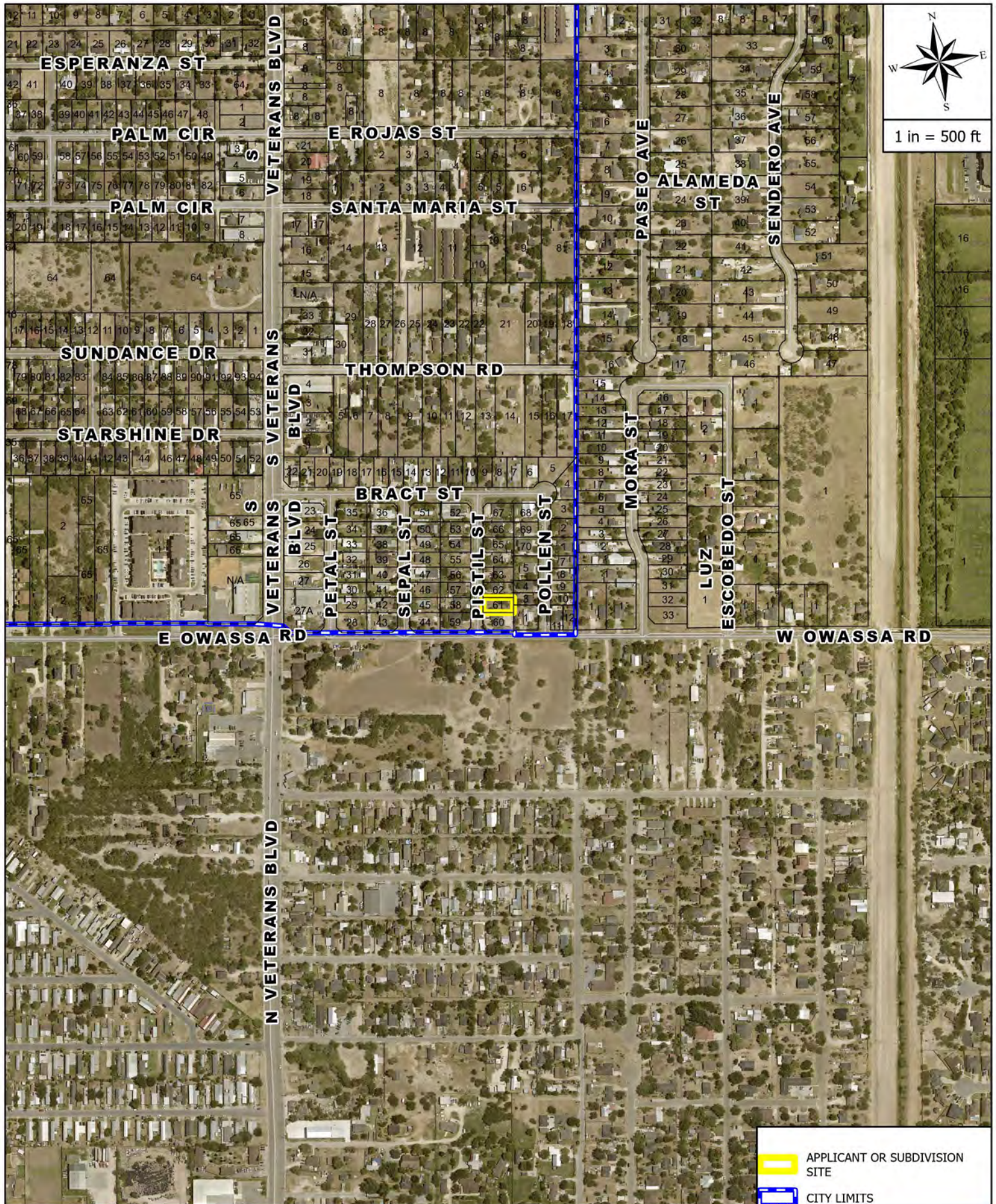
Staff mailed a notice of the public hearing to 37 neighboring property owners on Friday, May 31, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on June 12, 2024.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0205 ERNESTO PEREZ - ERASMO GARCIA

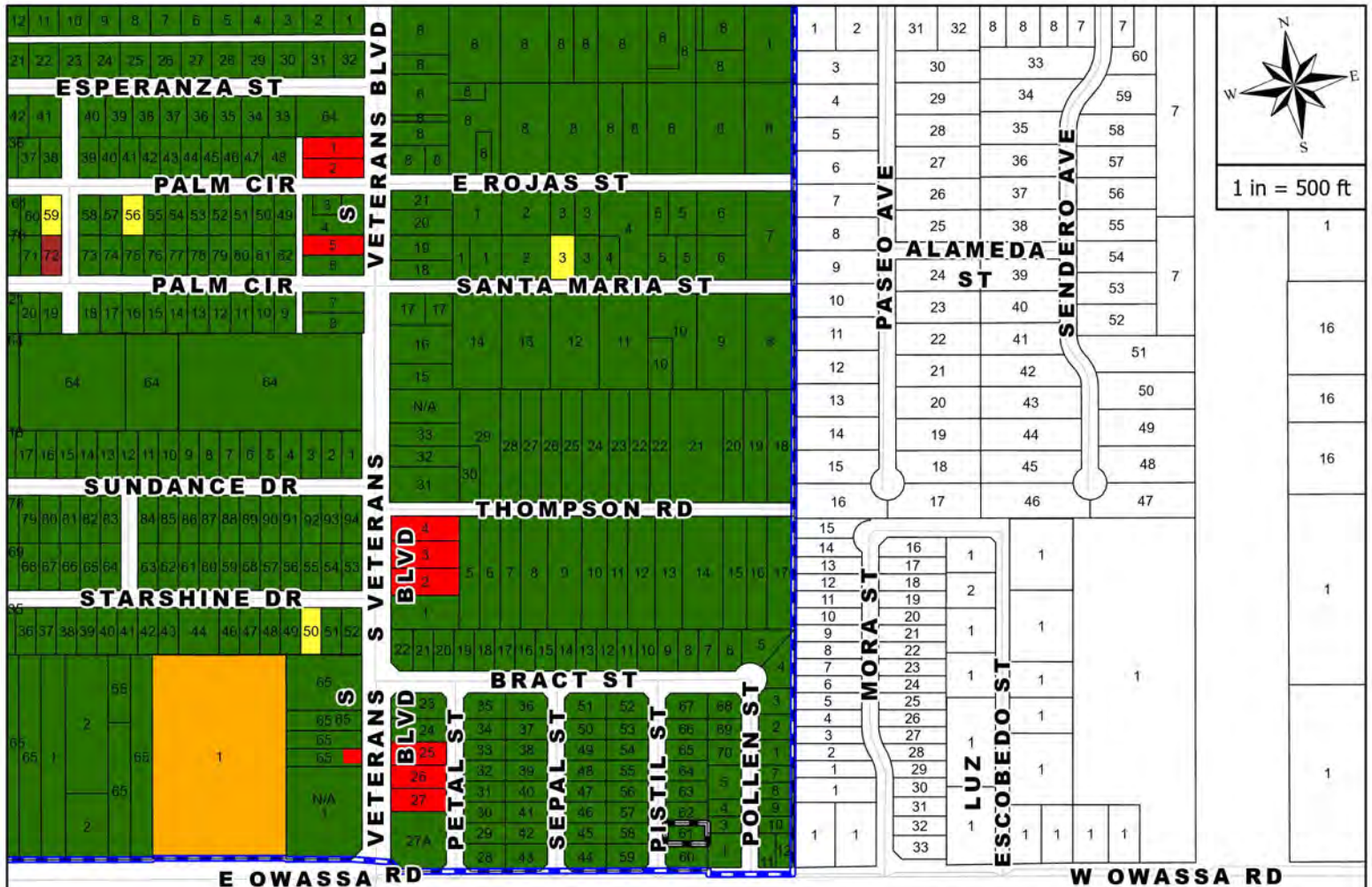


AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0205 ERNESTO PEREZ - ERASMO GARCIA

-  APPLICANT OR SUBDIVISION SITE
-  CITY LIMITS



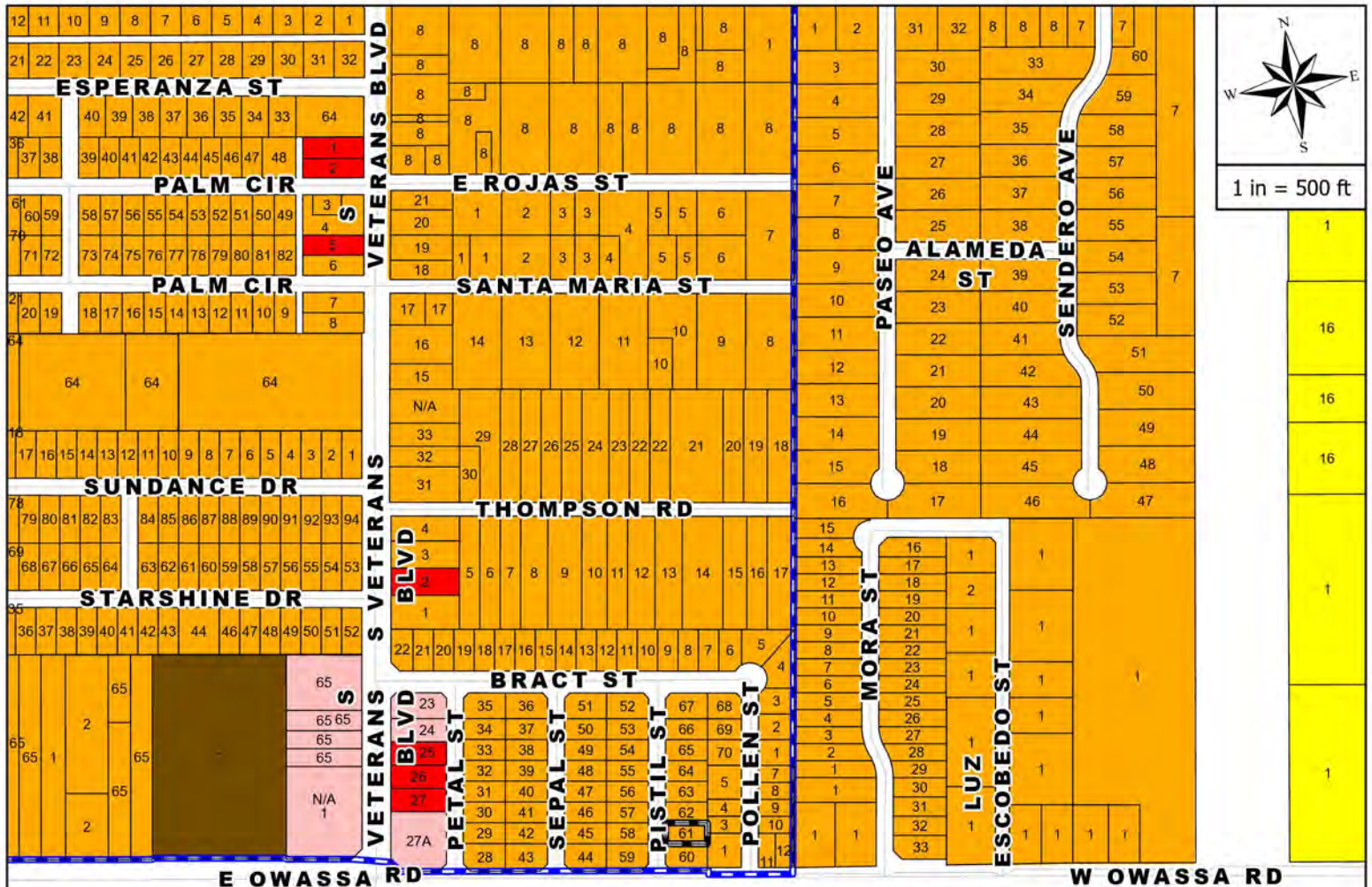
-  CITY LIMITS
-  INDUSTRIAL, GENERAL
-  INDUSTRIAL, LIGHT
-  COMMERCIAL, GENERAL
-  COMMERCIAL, NEIGHBORHOOD
-  DOWNTOWN
-  URBAN UNIVERSITY
-  RESIDENTIAL, MANUFACTURED HOME
-  RESIDENTIAL, URBAN AND TOWNHOME
-  RESIDENTIAL, MULTIFAMILY
-  RESIDENTIAL, PRIMARY
-  RESIDENTIAL, SUBURBAN
-  AGRICULTURE AND OPEN SPACE
-  APPLICANT OR SUBDIVISION SITE



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

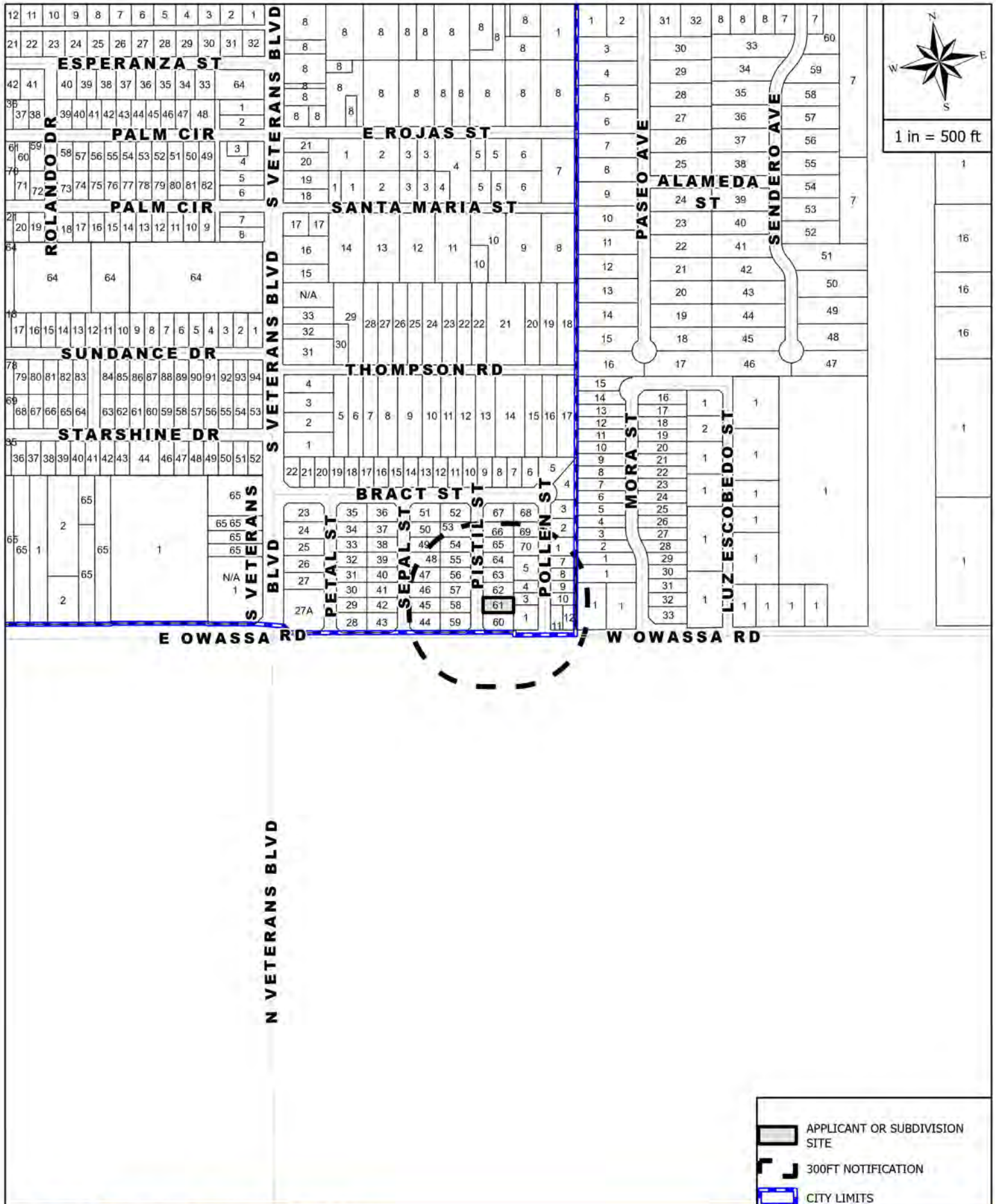
RZNE-2024-0205 ERNESTO PEREZ - ERASMO GARCIA



- APPLICANT OR SUBDIVISION SITE
- FUTURE LANDUSE
- Agriculture
- Auto-Urban
- Downtown District
- General Commercial
- Industrial
- Mobile Home
- Neighborhood Commercial
- Office Business Park
- Suburban
- Urban
- Urban University
- CITY LIMITS



FUTURE LANDUSE MAP
APPLICANT AND/OR SUBDIVISION:
 RZNE-2024-0205 ERNESTO PEREZ - ERASMO GARCIA



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0205 ERNESTO PEREZ - ERASMO GARCIA



Rezoning Request Site Photo

Erasmio Garcia

5714 Pistil Street





LOCATION MAP

SC. 1"=100'

METES AND BOUNDS

A 18.73 ACRES NET OUT OF LOT 1, BLOCK 5, AND LOT 1, BLOCK 17, JOHN CLOSER SUBDIVISION, HIDALGO COUNTY, TEXAS, RECORDED IN VOL. 0, PAGE 3 AND 4 OF HIDALGO COUNTY MAP RECORDS, MORE OR LESS, PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 5;

THENCE, N 81°35' E ALONG THE WEST LINE OF LOT 1, BLOCK 5, A DISTANCE OF 731.6 FT. TO A POINT FOR THE NORTHWEST CORNER HEREOF;

THENCE, S 81°35' E, PARALLEL WITH THE SOUTH LINE OF LOT 1, A DISTANCE OF 1308.16 FT. TO A POINT FOR THE NORTHEAST CORNER HEREOF;

THENCE, S 81°35' E ALONG THE EAST LINE OF LOT 1, BLOCK 5, A DISTANCE OF 400.0 FT. TO A POINT FOR AN OUTSIDE CORNER HEREOF;

THENCE, N 81°35' W ALONG THE NORTH LINE OF CITRUS RANCHOS SUBDIVISION A DISTANCE OF 856.0 FT. TO A POINT FOR AN INSIDE CORNER HEREOF;

THENCE, S 81°35' W ALONG THE WEST LINE OF CITRUS RANCHOS SUBDIVISION A DISTANCE OF 361.4 FT. TO A POINT FOR THE SOUTHWEST CORNER HEREOF;

THENCE, N 81°35' W ALONG THE SOUTH LINE OF THIS LOT 1, BLOCK 5, A DISTANCE OF 372.16 FT. TO THE PLACE OF BEGINNING AND CONTAINING 18.73 ACRES OF LAND MORE OR LESS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THE SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEX. WATER CODE SEC. 49.31(C). THIS DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Recorded in Volume 33, Page 148A

BY: alwbs of the map records of Hidalgo

County, Texas

Melden and Hunt, Inc.

STATE OF TEXAS:

COUNTY OF HIDALGO:

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAINS, EASEMENTS, WATER COURSES, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

Rolando Palacios D. Otto Hofland

(OWNER OF LOT 27-A ONLY) ROLANDO PALACIOS

OWNER: D. OTTO HOFLAND

STATE OF TEXAS:

COUNTY OF HIDALGO:

BETWEEN ME, THE UNDERSIGNED AUTHORITY, ON THIS DATE PERSONALLY APPEARED THE ABOVE PERSON(S) KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 22nd DAY OF May, 1998.



I, NOE GARZA, P.E. (A REGISTERED PROFESSIONAL ENGINEER/REGISTERED PUBLIC SURVEYOR), DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED ON THE GROUND AND SUBDIVIDED UNDER MY DIRECTION.

NOE GARZA, P.E. REGISTERED PROFESSIONAL ENGINEER #30486
REGISTERED PUBLIC SURVEYOR #2589

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY NOE GARZA P.E. 30486, ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

5-22-98



APPROVED FOR RECORDING
HIDALGO COUNTY PLANNING DEPT.
BY: 6-11-98
DATE: 6-11-98

OWASSA GARDENS MOBILE HOME SUBDIVISION

A 18.73 ACRES GROSS OUT OF LOT 1, BLOCK 5, AND LOT 1, BLOCK 17, JOHN CLOSER SUBDIVISION
HIDALGO COUNTY, TEXAS. (RECORDED IN VOL. 0, PAGE 3 & 4)

- NO BUILDING SHALL BE CONSTRUCTED ON ANY EASEMENT OR LOT LINE.
- SEWERAGE SYSTEM EACH LOT ON THIS PLAT WILL BE DISPOSAL OF DOMESTIC SEWAGE INTO WASTEWATER COLLECTION OF THE CITY OF EDINBURG.
- POTABLE WATER SOURCE: NORTH ALAMO WATER SUPPLY CORPORATION IS THE PROVIDER OF POTABLE WATER. LETTER OF APPROVAL TO BE SUBMITTED TO HIDALGO COUNTY COMMISSIONER'S COURT IN CARE OF EMILIO GARCIA, COUNTY PLANNER.
- NO ACCESS ALONG TOWN ROAD AND OWASSA ROAD EXCEPT LOT 27-A.
- OWASSA & TOWN ROAD SUBD. ENTRANCE 25' CLIP EASEMENTS AND 15' ALL CORNERS INTERSECTION WITHIN THE SUBDIVISION.
- CONVENTIONAL HOME LOTS 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27.
- APARTMENTS LOTS 23, 24, 25, 26, 27.
- COMMERCIAL LOT 27-A.
- MANUFACTURED HOME LOTS 6 THROUGH 22, AND 35 THROUGH 67.
- MANUFACTURED HOME LOTS SET BACK LINES FROM 20' SIDE 10' NEAR 10'.
- ALL MANUFACTURED HOMES WITH FIVE OR MORE YEARS OF USE ARE REQUIRED TO BE INSPECTED BY CITY INSPECTOR.
- 2 IN. ELEVATION 103.75 AT 600 MAIL IN POWER POLE S.E. COR. OF SUBD.
- MINIMUM FINISH FLOOR ELEVATION SHOWN ON EACH LOT OR 18" FROM TOP OF CURB AT THE CENTER OF THE FRONT OF EACH LOT.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS WITH ALL THE CITY REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY.

Jose Villanueva 6/1/98 DATE
CITY SECRETARY MAYOR

APPROVAL BY PLANNING AND ZONING COMMISSION:

I, Abami Lopez, VICE-CHAIRMAN OF THE PLANNING AND ZONING COMMISSION, HEREBY CERTIFY THAT THE SUBDIVISION PLAT CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION REGULATION OF THE COUNTY OF HIDALGO APPROVED THIS THE 22nd DAY OF JUNE, 1998.

Abami Lopez
VICE-CHAIRMAN, PLANNING AND ZONING COMMISSION

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS 21st DAY OF May, 1998.
NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 2 RIGHT-OF-WAY OR EASEMENTS WITH/OUT EXPRESSED WRITTEN PERMISSION OF H.C.I.D. NO. 2

Jose Villanueva 5-21-98
PRESIDENT DATE

Kalob
SECRETARY



APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 22nd day of Sept. 1998
JOSE ELOY PULIDO, County Clerk
Hidalgo County, Texas
By: Jennifer Carth Deputy

DATE 9/5/97

DATE: 9/5/97

\$646.60 AS NOTED

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Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8202



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2024-0205

Date: 5-7-24

1. Property Owner (required): Ernesto Perez 2. Phone: _____
3. Mailing Address: 5200 N. Huisache Ave.
4. City: Pharr State: TX Zip: 78577
5. Owner's Email: Ernestoperez@gmail.com 6. Cell No. 956-219-8086
7. Agent (not owner): Eddie Garcia 8. Agent's Phone: 956-460-8994
9. Agent's Mailing Address: 103 E. 12th st
10. City: San Juan State: TX Zip: 78589
11. Agent's Email: Garcia Eddie1201@gmail.com
12. Address/Location being Rezoned: 5714 Pistil st, Edinburg, TX 78542
13. Legal Description of Property: _____ 14. Property ID(s): 586378

15. Zone Change: From: RMH To: Residential

16. Existing Land Use: Vacant Land

17. Reason for Zone Change: To build a foundation home

E. ASARU GARCIA

(Please Print Name)

Signature

OFFICE USE ONLY

REVIEWED BY DATE RECEIVED 5/7/2024

***INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.**

**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 586361
BELTRAN JORGE R & YESICA Y
5724 SEPAL ST
EDINBURG, TX 78542-8354

PID: 586362
ALVAREZ ERIC A
5718 SEPAL ST LOT 45
EDINBURG, TX 78542-8354

PID: 586363
DAVILA NORMA PATRICIA
5712 SEPAL ST
EDINBURG, TX 78542-8354

PID: 586364
LOPEZ MARTIN
5706 SEPAL ST
EDINBURG, TX 78542-8354

PID: 586378
ARRANAGA ARTURO FAZ
2612 SALAMANCA ST
PHARR, TX 78577-7085

PID: 586379
CADENA JUAN VICTOR
5708 PISTIL ST
EDINBURG, TX 78542-8376

PID: 586380
GONZALEZ SALVADOR ESTRADA JR
5610 LUZ ESCOBEDO ST
EDINBURG, TX 78542-5076

PID: 586381
**AGUILAR MANUEL &
DONACIANA SEGURA GAMEZ**
5624 PISTIL
EDINBURG, TX 78542-8355

PID: 586366
NINO DINORAH AMAYA
818 COYOTE TRL
PHARR, TX 78577-7204

PID: 586375
SERNA FRANCISCA
5713 PISTIL ST
EDINBURG, TX 78542-8376

PID: 586382
ULLOA AMELIA C
5618 PISTIL ST
EDINBURG, TX 78542-8355

PID: 586370
HINOJOSA CLAUDIA MARGARITA
5611 PISTIL ST
EDINBURG, TX 78542-8355

PID: 586371
RIVERA ERICA
5617 PISTIL ST
EDINBURG, TX 78542-8355

PID: 586372
RIVERA GILBERTO JR & ERICA
5617 PISTIL ST
EDINBURG, TX 78542-8355

PID: 586373
ROSS SILVIA
5701 PISTIL ST
EDINBURG, TX 78542-8376

PID: 586386
FRAIRE MARIA INES
5609 POLLEN ST
EDINBURG, TX 78542-8356

PID: 586387
RODRIGUEZ RICARDO
5613 POLLEN ST
EDINBURG, TX 78542-8356

PID: 586318
AGUIRRE LAZARO
5614 POLLEN ST
EDINBURG, TX 78542-8356

PID: 586319
**RODRIGUEZ RAMIRO P
& AZUCENA**
5610 POLLEN ST
EDINBURG, TX 78542-8356

PID: 586376
ZAMBRANO ANTONIO RAMIREZ JR
504 SYLVIA CIR
SAN JUAN, TX 78589-3351

**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 586377
DEL FIERRO MARIBEL
5720 PISTIL ST
EDINBURG, TX 78542-8376

PID: 636204
GALINDO JOSE & GUADALUPE
5213 MORA ST
EDINBURG, TX 78542-9043

PID: 586365
MACIAS MARIA DELPILAR
5622 SEPAL ST
EDINBURG, TX 78542-8375

PID: 586374
**OYERVIDES SAN JUANITA A
& ELIAS H**
5707 PISTIL ST
EDINBURG, TX 78542-8376

PID: 517557
GARCIA RICARDO
5709 POLLEN ST
EDINBURG, TX 78542-7763

PID: 137794
**MARTINEZ MANUEL
& OLIVIA**
1717 E OWASSA RD
EDINBURG, TX 78542-7091

PID: 137789
GARCIA JOSE & FRANCISCA
5709 POLLEN ST
EDINBURG, TX 78542

PID: 586764
PALOMARES LYDIA
1719 E OWASSA RD
EDINBURG, TX 78542-7091

PID: 199870
**GALINDO DAVID &
SAN JUANITA**
5221 MORA ST
EDINBURG, TX 78542

PID: 586383
HERNANDEZ TESERO DE JESUS
5608 PISTIL ST
EDINBURG, TX 78542-8355

PID: 137790
CADENA DE MARTINEZ EVELYN C
5618 POLLEN ST
EDINBURG, TX 78542-8356

PID: 137791
MARTINEZ EVELYN C CADENA
5618 POLLEN ST
EDINBURG, TX 78542-8356

PID: 137792
GARCIA RICARDO A
5709 POLLEN ST
EDINBURG, TX 78542-7763

PID: 137793
MENDEZ MARIA ROSARIO
1715 E OWASSA RD
EDINBURG, TX 78542

PID: 626083
GARCIA RICARDO
5709 POLLEN ST
EDINBURG, TX 78542

PID: 628046
GARCIA RICARDO A
5709 POLLEN STREET
EDINBURG, TX 78542

PID: 137787
**RIOJAS CELESTINO &
REBECCA SALINAS**
1703 E OWASSA RD
EDINBURG, TX 78542

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, BEING LOT 61, OWASSA GARDENS MOBILE HOME SUBDIVISION, LOCATED AT 5714 PISTIL STREET, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District and the Residential, Primary (RP) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a Lot 61, Owassa Gardens Mobile Home Subdivision, Located at 5714 Pistil Street, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on June 11, 2024, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on July 2, 2024 at 6:00 P.M., in the Edinburg

City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

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

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Agriculture and Open Space (AO) District to Residential, Primary (RP) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Agriculture and Open Space (AO) District and added to Residential, Primary (RP) District.

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

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

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

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 551.041, on the 2nd day of July 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

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

By: _____
Omar Ochoa, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

PUBLIC HEARINGS

Agenda Item No: 7.E.

Rezoning Request - Donaldo Rodriguez on behalf of Martha Alicia Aguilar

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Multi-family (RM) District, Lot 1, E.M.L. Subdivision, and a 0.723 of One Acre Out of Lot 6, Section 237, Texas-Mexican Railway Company's Survey, Located at 2901 West Chapin Road, as Requested by Donaldo Rodriguez on Behalf of Martha Alicia Aguilar. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property consists of two tracts of land on the North West intersection of North McColl Road and West Chapin Road. The property has a combined total of 187.96 feet of frontage along North McColl Road for a total area of approximately 1.677 acres. The requested zoning designation is the Residential, Multifamily (RM) District, which is a high intensity residential district intended to accommodate various multi-family residential uses (2 or more dwelling units on a single lot). Densities associated with this type of development are generally only desirable in locations that have an urban character, but may be suited to other locations where multi-family uses serve a particular community need (e.g., university) or in transitional zones. The applicant is seeking a zone change to establish a new multi-family development.

Adjacent zoning districts are Manufactured Home (MH) District to the north, Residential, Multi-family (RM) District to the east, and Residential, Suburban (RS) District to the south and west. Surrounding land consists of a mix of multi-family residential uses, single-family residential uses, and vacant land. The Future Land Use designation is for Suburban Uses. A property approximately 1,000 feet to the south was rezoned to the Residential, Multi-family (RM) District on June 6, 2023.

Staff mailed a notice of the public hearing to 35 neighboring property owners on Friday, May 31, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on June 12, 2024.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. **Staff's Recommendation:**

Staff recommends approval of the Rezoning Request from Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Multi-family (RM) District, based on surrounding land uses and densities in the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Jesus Saenz, Assistant City Manager

Final Approval - 6/28/2024

Prepared by:

Jaime Acevedo, Director of
Planning and Zoning

Attachments:

- A. City Council Agenda Packet Attachments
- B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 6/11/24
CITY COUNCIL – 7/2/24
DATE PREPARED – 5/31/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Multi-family (RM) District

APPLICANT: Martha Alicia Aguilar

AGENT: Donaldo Rodriguez

LEGAL: Lot 1, E.M.L. Subdivision, and a 0.723 of one acre out of Lot 6, Section 237, Texas-Mexican Railway Company's Survey

LOCATION: 2901 West Chapin Road

LOT/TRACT SIZE: approximately 1.677 acres

CURRENT USE: Vacant land

PROPOSED USE: Multi-family Development

EXISTING ZONING: Commercial, General (CG) District and Residential, Suburban (RS) District

ADJACENT ZONING: North – Manufactured Home (MH) District
South – Residential, Suburban (RS) District
East – Residential, Multi-family (RM) District
District West – Residential, Suburban (RS) District

LAND USE PLAN: Suburban Uses

PUBLIC SERVICES: Sharyland Water Supply Corporation Water and City of Edinburg Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Multi-family (RM) District

**REZONING REQUEST
DONALDO RODRIGUEZ**

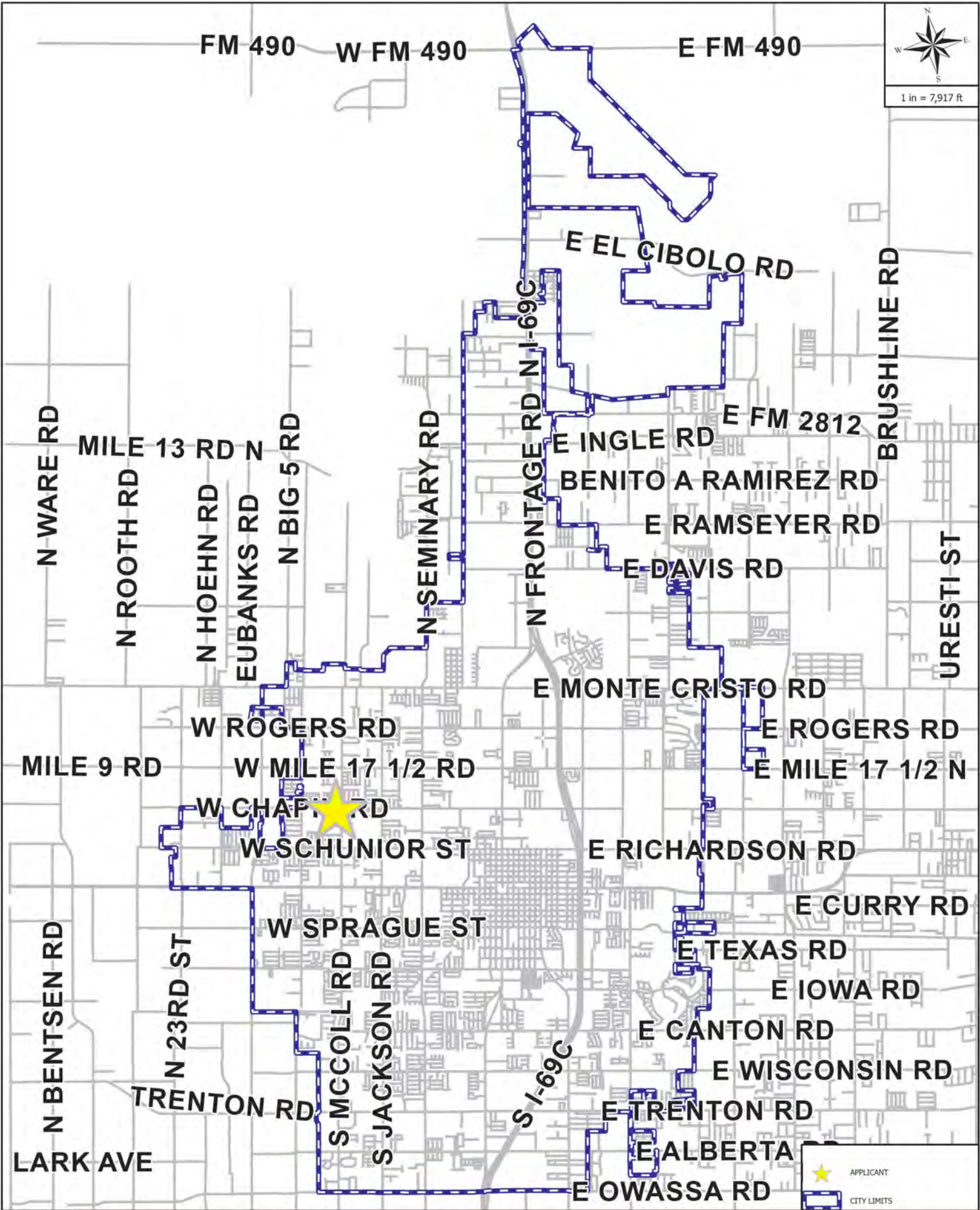
EVALUATION

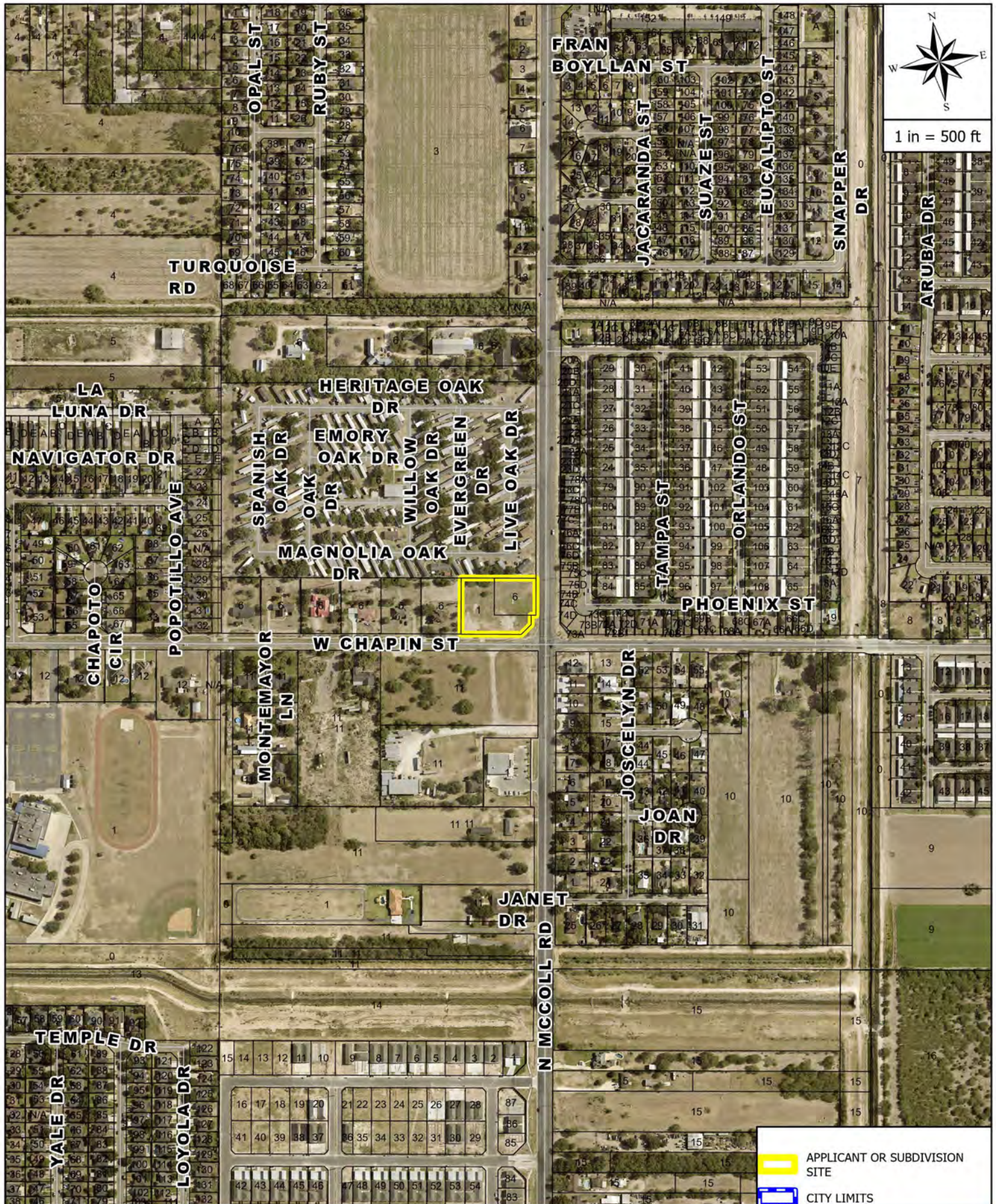
The following is staff's evaluation of the request:

1. Surrounding land uses consist of a mix of multi-family residential uses, single-family residential uses, and vacant land.
2. There are existing multi-family developments along the east side of this corridor.
3. There is need for additional housing in the community.
4. The proposed zoning is not consistent with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Multifamily (RM) District, based on surrounding land uses and densities in the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 35 neighboring property owners on Friday, May 31, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on June 12, 2024.

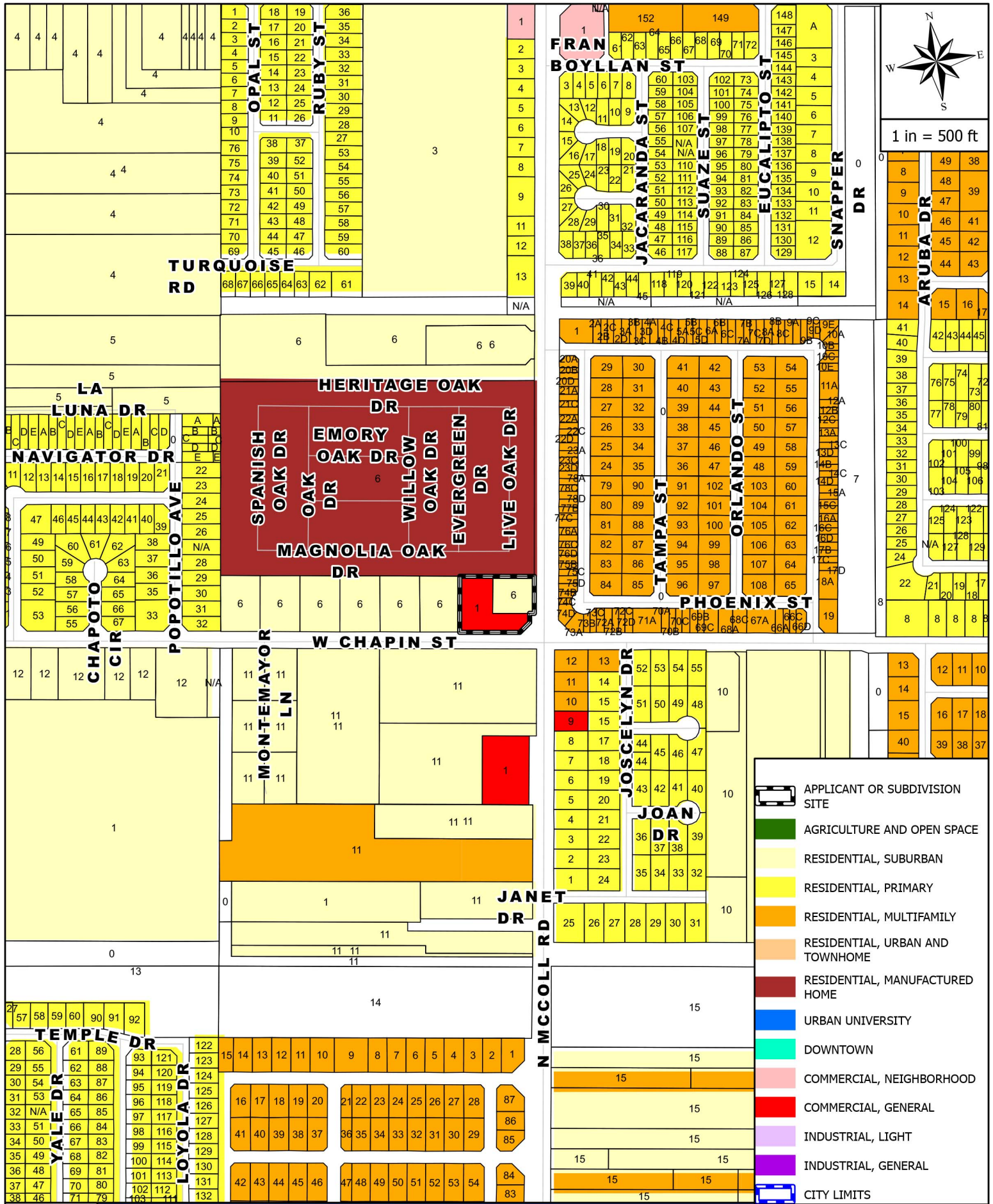




AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0206 DONALDO RODRIGUEZ

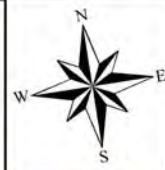
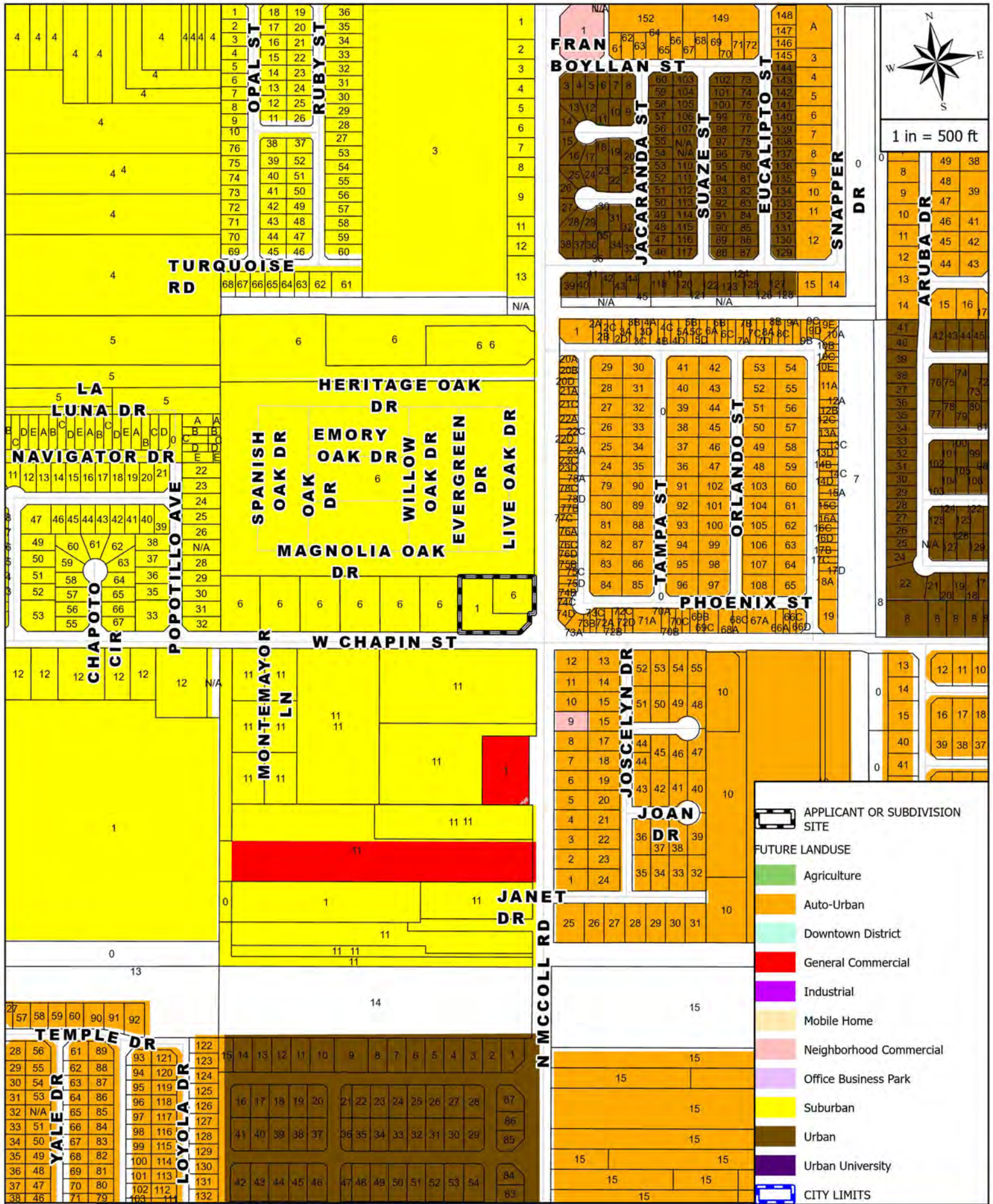


- APPLICANT OR SUBDIVISION SITE
- AGRICULTURE AND OPEN SPACE
- RESIDENTIAL, SUBURBAN
- RESIDENTIAL, PRIMARY
- RESIDENTIAL, MULTIFAMILY
- RESIDENTIAL, URBAN AND TOWNHOME
- RESIDENTIAL, MANUFACTURED HOME
- URBAN UNIVERSITY
- DOWNTOWN
- COMMERCIAL, NEIGHBORHOOD
- COMMERCIAL, GENERAL
- INDUSTRIAL, LIGHT
- INDUSTRIAL, GENERAL
- CITY LIMITS

ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0206 DONALDO RODRIGUEZ

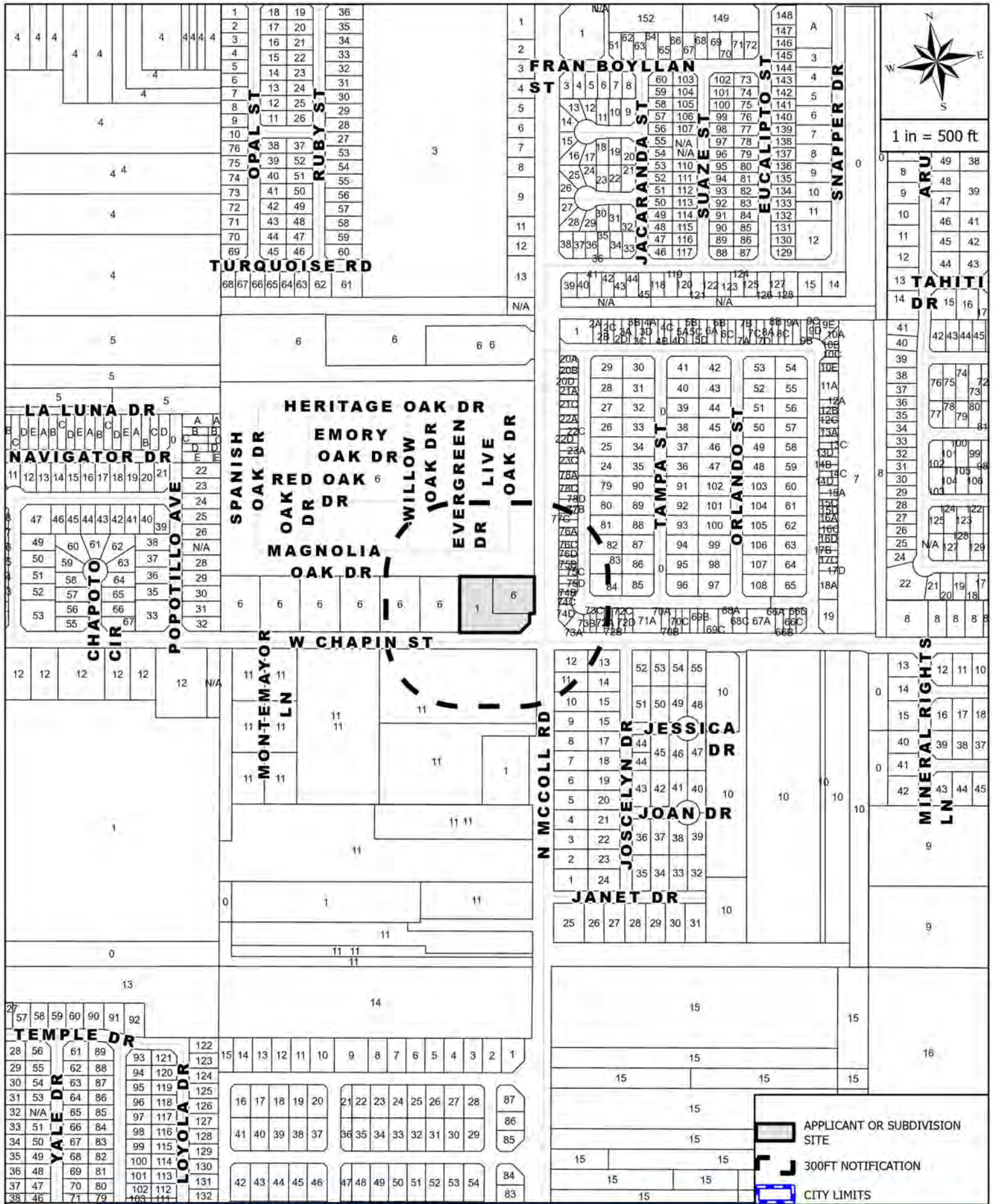


1 in = 500 ft



FUTURE LANDUSE MAP **APPLICANT AND/OR SUBDIVISION:**

RZNE-2024-0206 DONALDO RODRIGUEZ



MAILOUT AND SITE MAP
APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0206 DONALDO RODRIGUEZ

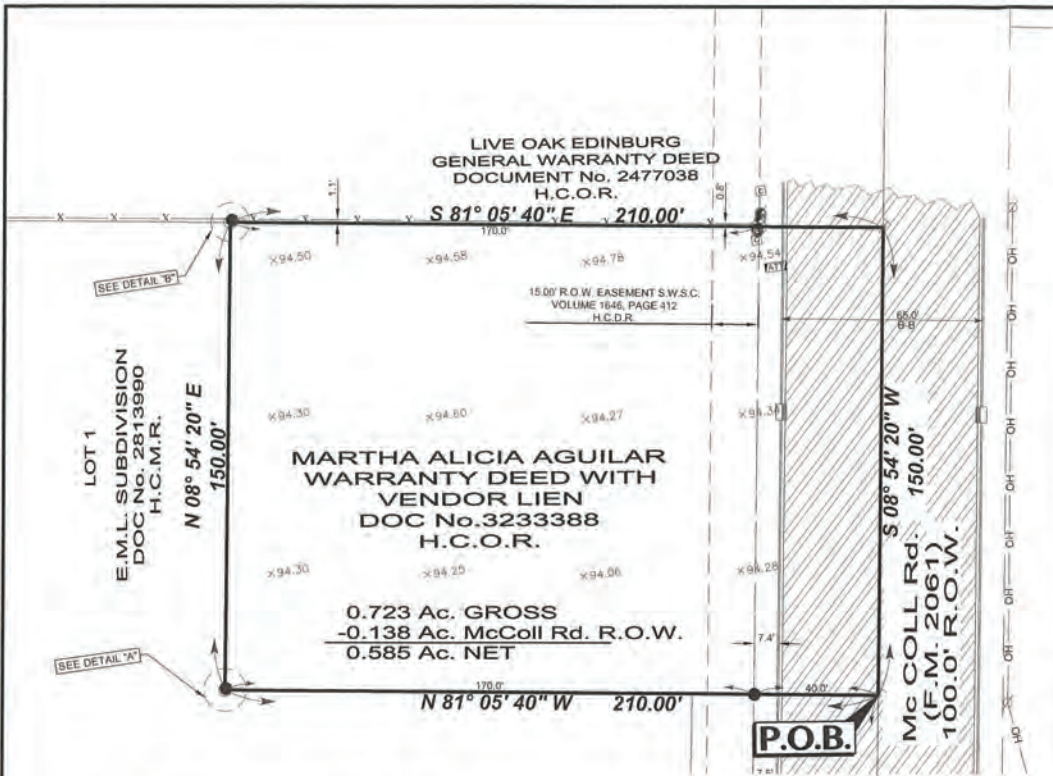


Rezoning Request Site Photo

DONALDO RODRIGUEZ

2901 West Chapin Road





THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 04/16/2024 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

Roberto N. Tamez

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 05/03/2024



P.O.C.
S.E. COR.
LOT 6
SECTION 237

FLOOD ZONE
ZONE "X" (SHADED)
AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
COMMUNITY-PANEL NUMBER: 480334 0325 D
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 17, 2002



- LEGEND**
- FOUND NO. 4 REBAR
 - FOUND PIPE
 - SET NO. 4 REBAR WITH PLASTIC
 - CAP STAMPED MELDEN & HUNT, INC
 - SET NAIL
 - CABLE PEDESTAL
 - UNDERGROUND CABLE MARKER
 - AT&T BOX
 - ABANDONED GAS METER
 - TYPE "A" INLET
 - TYPE "C" INLET
 - B-B - BACK OF CURB TO BACK OF CURB
 - R.O.W. - RIGHT OF WAY
 - H.C.M.R. - HIDALGO COUNTY MAP RECORDS
 - S.E. COR. - SOUTHEAST CORNER
 - H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCING
 - S.W.S.C. - SHARYLAND WATER SUPPLY CORPORATION
 - OH - OVERHEAD POWER LINE
 - X - CHAIN LINK FENCE

- NOTES:**
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
 2. BEARING BASIS IS FROM THE NAIL SET AT THE SOUTHEAST CORNER AND THE NO. 4 REBAR SET AT THE SOUTHWEST CORNER OF SAID TRACT.
 3. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.
 4. ELEVATION DATUM PER NAVD 88 (GEOID 1988)

PLAT SHOWING
0.723 OF ONE ACRE
OUT OF LOT 6 SECTION 237
TEXAS-MEXICAN RAILWAY COMPANY'S
SURVEY
VOLUME 1, PAGE 12 H.C.M.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS



BOOK: T-1227, PG.14
DATE: 05/03/2024
JOB No. 24456.00.08
FILE NAME: 24456.00
DRAWN BY: J.R.C.

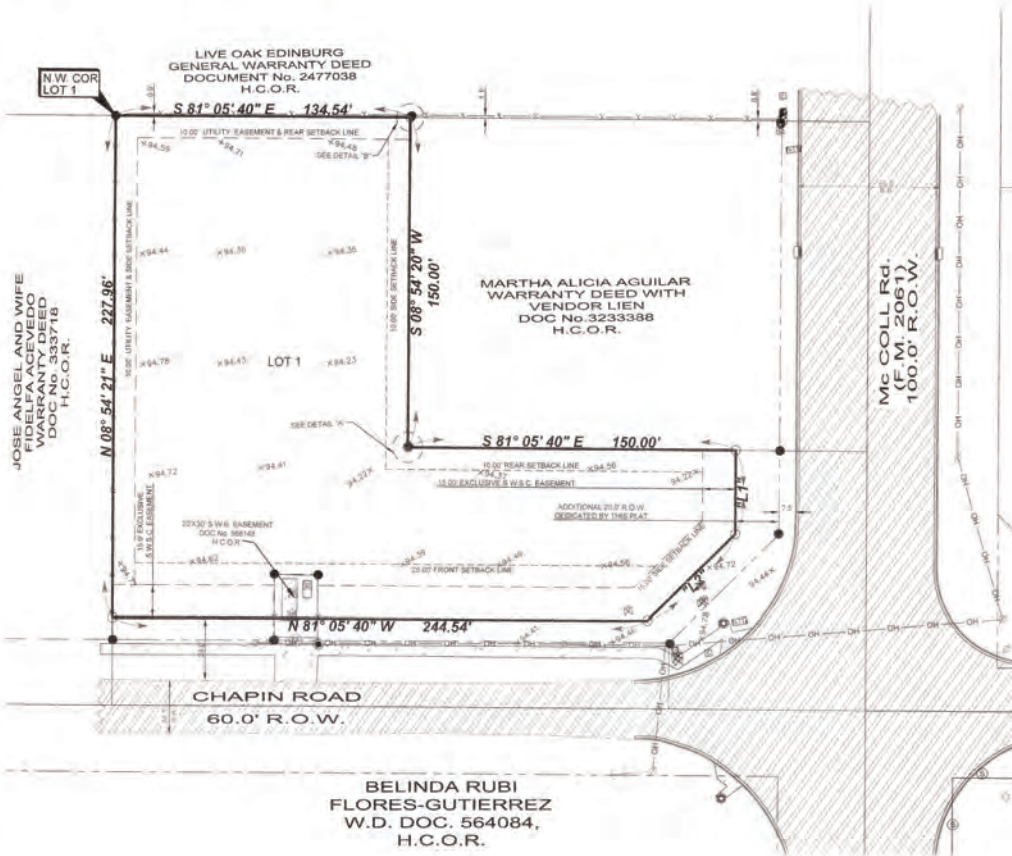
115 W. MCINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

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FLOOD ZONE
ZONE "X" (SHADED)
 AREAS OF 500-YEAR FLOOD AREAS OF
 10-YEAR FLOOD WITH AVERAGE DEPTHS OF
 LESS THAN 1 FOOT OR WITH DRAINAGE AREAS
 LESS THAN 1 SQUARE MILE AND AREAS
 PROTECTED BY LEVEES FROM 100-YEAR
 FLOOD.
 COMMUNITY PANEL NUMBER: 480334 0325 D
 MAP REVISED JUNE 5, 2005
 REVISED TO REFLECT LOMR MAY 17, 2002



Line Table		
Line #	Direction	Length
1,1'	S 08° 54' 20" W	27.50'
1,2'	S 81° 05' 40" W	26.97'



LEGEND

- FOUND NO. 4 REBAR
- FOUND PIPE
- SET NO. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC.
- ▲ SET NAIL
- ⚡ POWER POLE
- ⊙ LIGHT POLE
- GUY WIRE
- ⊕ WATER VALVE
- ⊞ WATER PIPELINE MARKER
- ⊞ TRAFFIC LIGHT POLE
- ⊞ TRANSFORMER
- ⊞ SANITARY SEWER MANHOLE
- ⊞ MANHOLE
- ⊞ CABLE PEDESTAL
- ⊞ UNDERGROUND CABLE MARKER
- ⊞ AT&T BOX
- ⊞ ABANDONED GAS METER
- ⊞ CURVE INLET
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- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- S.W.S.C. - SHARYLAND WATER SUPPLY CORPORATION
- N.T.S. - NOT TO SCALE
- AA-A - EDGE OF ASPHALT TO EDGE OF ASPHALT
- N.W. COR. - NORTHWEST CORNER
- OH — OVERHEAD POWER LINE
- X — CHAIN LINK FENCE

**PLAT SHOWING
 ALL OF LOT 1,
 E.M.L. SUBDIVISION
 DOCUMENT No. 2813990, H.C.M.R.
 CITY OF EDINBURG
 HIDALGO COUNTY, TEXAS**

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 04/16/2024 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.



ROBERTO N. TAMEZ, RPLS No. 5238 DATE: 05/01/2024

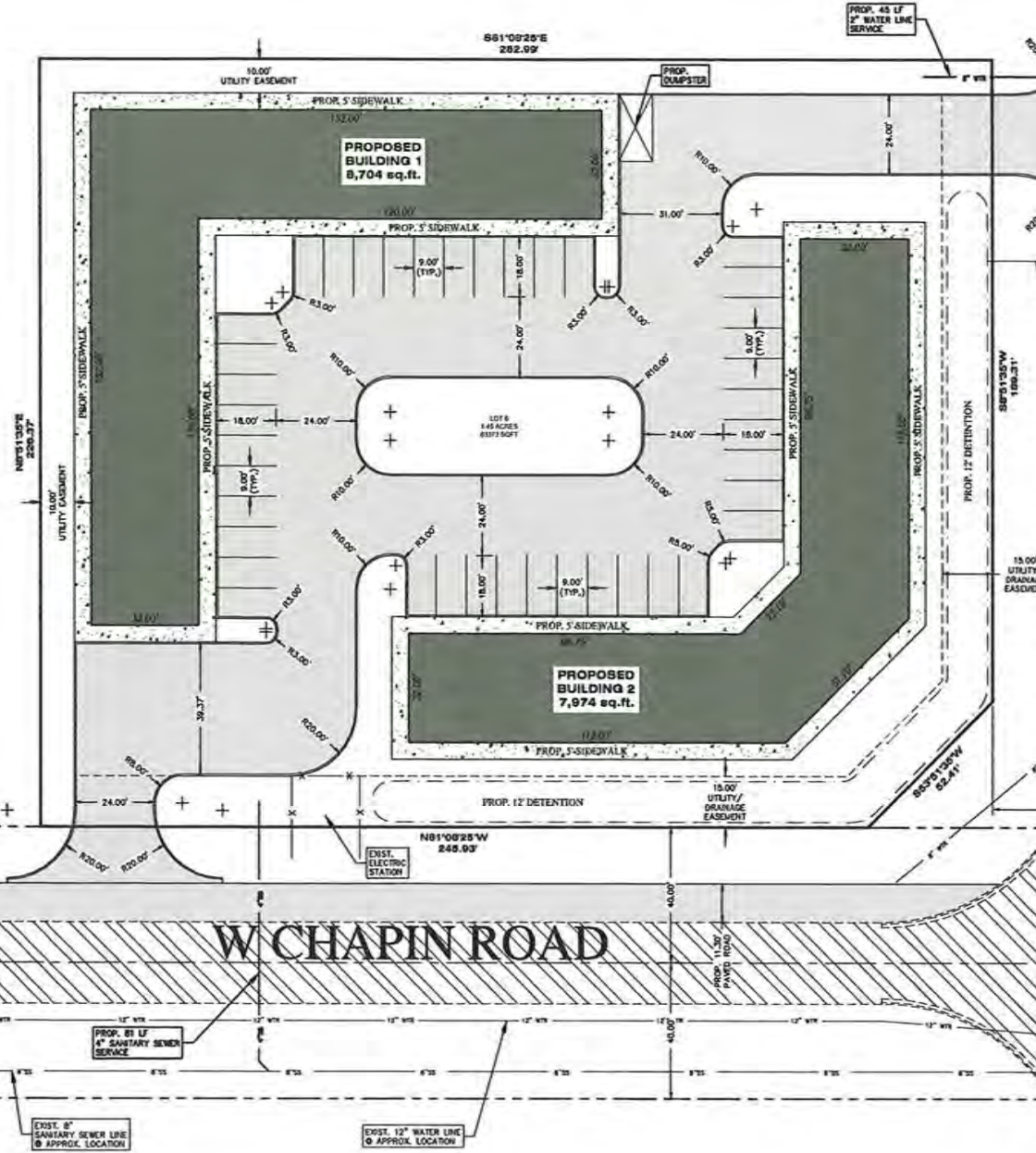
MELDEN & HUNT INC.
 CONSULTANTS • ENGINEERS • SURVEYORS

BOOK: T-1227, PG. 14
 DATE: 05/03/2024
 JOB No. 24456.00.08
 FILE NAME: 24456.00
 DRAWN BY: J.R.C.

115 W. MCINTYRE
 EDINBURG, TX 78541
 PH: (956) 381-0081
 FAX: (956) 381-1830
 ESTABLISHED 1947
 WWW.MELDEN-HUNT.COM

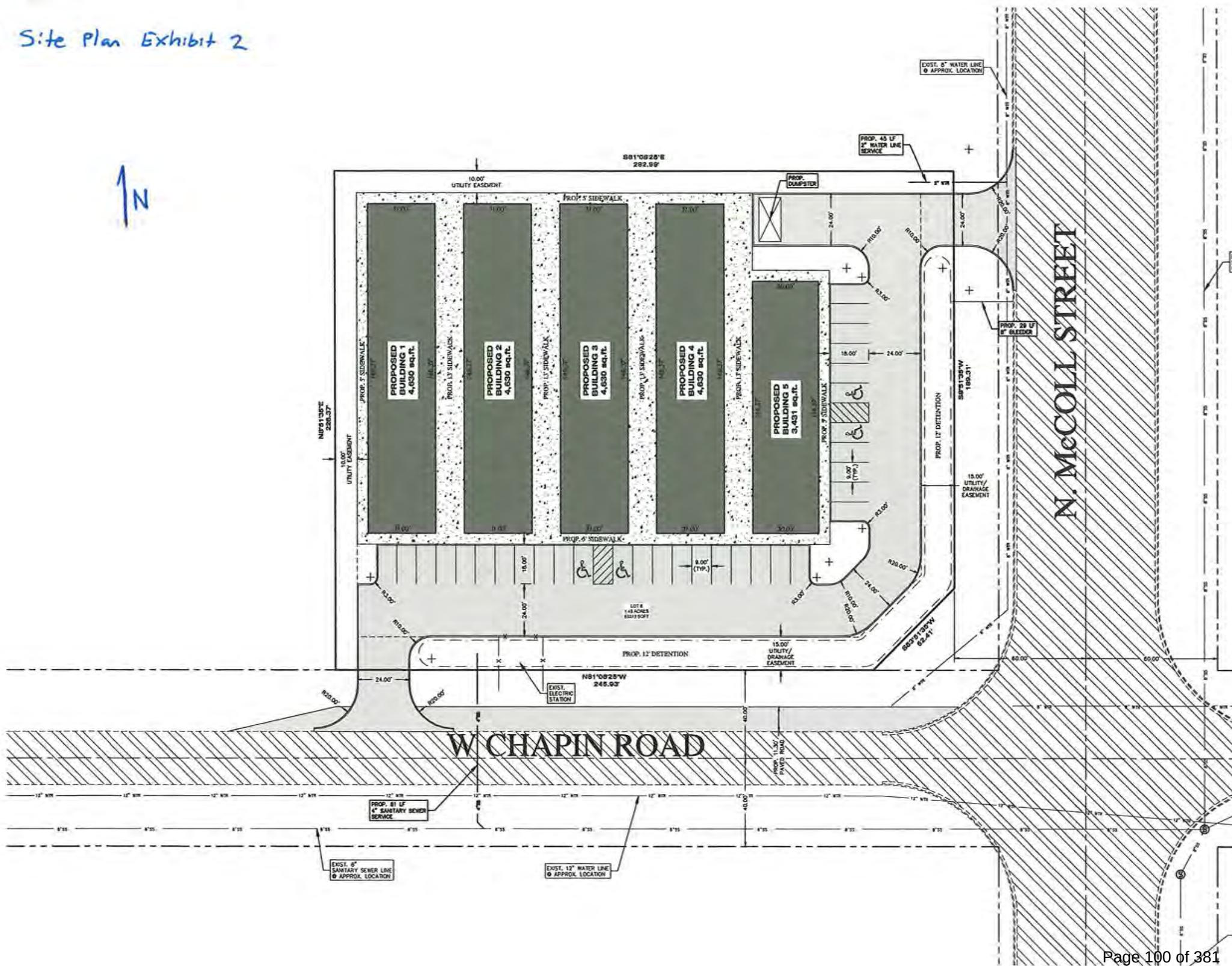
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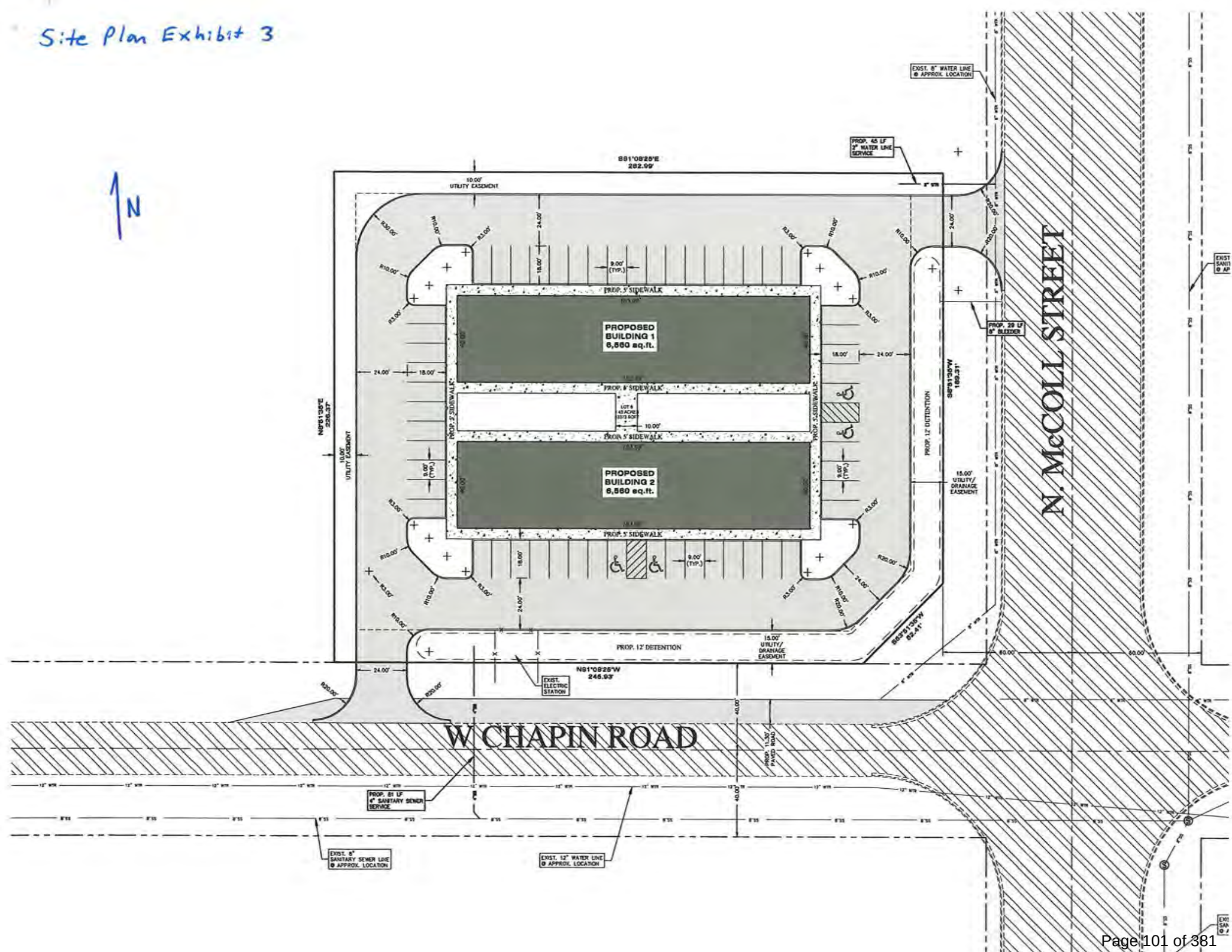
Site Plan Exhibit 1



Site Plan Exhibit 2

1N



$\uparrow_N$ 

Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8202



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE #

RZNE-2024-0206

Date: May 7, 2024

1. Property Owner (required): Martha Alicia Aguilar 2. Phone: (956) 280-2652

3. Mailing Address: 3011 Lasso Trail

4. City: Edinburg State: TX Zip: 78541

5. Owner's Email: dnrjanservices@yahoo.com 6. Cell No. (956) 280-2652

7. Agent (not owner): Donaldo Rodriguez 8. Agent's Phone: (956) 400-9279

9. Agent's Mailing Address: 1502 Bond St

10. City: Mission State: TX Zip: 78572

11. Agent's Email: projects@rjcdevelopers.com

12. Address/Location being Rezoned: North-west corner of McColl and Chapin

13. Legal Description of Property: 14. Property ID(s): 1123644 & 295047
1.6 AC tract of land out of Lot 6, in section 237, TEXAS-MEXICAN RAILWAY
COMPANY'S SRUYEY, as recorded in Vol. 1, Pg. 12, H.C.M.R

15. Zone Change: From: CG & RS To: RM - Residential, Multifamily & Urban

16. Existing Land Use: Vacant land

17. Reason for Zone Change: Proposing change to subsequently subdivide both lots into
one and propose multifamily development.

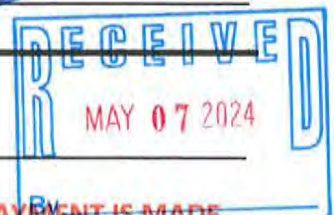
Donaldo Rodriguez, P.E.

(Please Print Name)

Signature

OFFICE USE ONLY

REVIEWED BY Anaïs DATE RECEIVED _____



***INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.**

CASE#

Zone Change Application Requirements



All items are required to be submitted with the application.

ITEM	DESCRIPTION	DATE	INITIALS
1.	Zoning Application	05-07-24	
2.	Application Fee \$400 (FEE IS NON-REFUNDABLE)	05-07-24	
3.	Survey*	05-07-24	
4.	Metes & Bounds Description*	05-07-24	
5.	Warranty Deed	05-07-24	
6.	Preliminary Site Plan/Sketch	05-07-24	
7.	Authorization Letter from Owner (If not owner)	05-07-24	
8.	Special Use Permit (if applicable)	N/A	

*NOTE:

IF ACREAGE PROPERTY IS INVOLVED, AND/OR REZONING DOES NOT FOLLOW LOT LINES, THEN A SURVEY AND A METES AND BOUNDS DESCRIPTION ARE REQUIRED.

A SITE INSPECTION WILL BE CONDUCTED AS PART OF THE REZONING PROCESS.

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) – 5:30 PM:

June 11th 2024

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 PM:

July 2nd 2024

(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 705346

**COOK MARIA & ARTURO R
PADILLA RAMIREZ &
4804 EBONY AVE
MCALLEN, TX 78501-4191**

PID: 705339

**RAMIREZ ARTURO
R PADILLA &
701 RIO GRANDE COURT
MISSION, TX 78572-7451**

PID: 705340

**RAMIREZ ARTURO R PADILLA &
701 RIO GRANDE COURT
MISSION, TX 78572-7451**

PID: 705341

**RAMIREZ ARTURO
R PADILLA &
701 RIO GRANDE COURT
MISSION, TX 78572-7451**

PID: 705348

**COOK MARIA
4804 EBONY AVE
MCALLEN, TX 78501-4191**

PID: 705347

**COOK MARIA
4804 EBONY AVE
MCALLEN, TX 78501-4191**

PID: 705344

**COOK MARIA & ARTURO R
PADILLA RAMIREZ &
4804 EBONY AVE
MCALLEN, TX 78501-4191**

PID: 705353

**KEPLER INDUSTRIES USA LLC
1007 SYCAMORE
MCALLLEN, TX 78501-4145**

PID: 705351

**KEPLER INDUSTRIES USA LLC
1007 SYCAMORE
MCALLLEN, TX 78501-4145**

PID: 705343

PID: 705345

**COOK MARIA & ARTURO
R PADILLA RAMIREZ &
4804 EBONY AVE
MCALLEN, TX 78501-4191**

PID: 705342

**RAMIREZ ARTURO R PADILLA &
701 RIO GRANDE COURT
MISSION, TX 78572-7451**

PID: 705354

**KEPLER INDUSTRIES USA LLC
1007 SYCAMORE
MCALLLEN, TX 78501-4145**

PID: 705352

**KEPLER INDUSTRIES USA LLC
1007 SYCAMORE
MCALLLEN, TX 78501-4145**

PID: 705349

**COOK MARIA
4804 EBONY AVE
MCALLEN, TX 78501-4191**

PID: 705335

**PULIDO JUAN CARLOS GUTIERREZ
5730 RIO GRANDE CARE RD
EDINBURG, TX 78541-6600**

PID: 705350

**COOK MARIA
4804 EBONY AVE
MCALLEN, TX 78501-4191**

PID: 705358

**KEPLER INDUSTRIES USA LLC
1007 SYCAMORE
MCALLLEN, TX 78501-4145**

PID: 705357

**KEPLER INDUSTRIES USA LLC
1007 SYCAMORE
MCALLLEN, TX 78501-4145**

PID: 705356

**ZONING CASE
OWNER NOTIFICATION LIST**

**COOK MARIA & ARTURO R
PADILLA RAMIREZ &
4804 EBONY AVE
MCALLEN, TX 78501-4191**

**PID: 705388
GONZALES EMILIO
620 E PECAN BLVD
BOX 4811
MCALLEN, TX 78502-0789**

**PID: 295048
LIVE OAK EDINBURG LLC
9800 SHELARD PKWY STE 205
MINNEAPOLIS, MN 55441-6452**

**PID: 231522
LTR CONSTRUCTION LLC
1313 E JONES AVE
PHARR, TX 78577-5641**

**PID: 231521
CANALES ELI ROY &
EDNA KARINA
100 WHITEWING RIDGE
RIO GRANDE CITY, TX 78582-5208**

**PID: 295094
FLORES-SALDIVAR JUDITH
143 W IRIS AVE
MCALLEN, TX 78501**

**PID: 1123644
AGUILAR MARTHA A
212 E WARBLER AVE
MCALLEN, TX 78504-1604**

**PID: 705363
COMMUNITY OF SUMMER WINDS LTD
916 S MCCOLL RD
EDINBURG, TX 78539-8304**

**KEPLER INDUSTRIES USA LLC
1007 SYCAMORE
MCALLLEN, TX 78501-4145**

**PID: 705389
PENA DANIEL
PO BOX 4097
EDCOUCH, TX 78538-4097**

**PID: 705412
MUNOZ BENITO & MARIA C
3303 SAN PABLO ST
MISSION, TX 78573-8442**

**PID: 705387
ARIMAR INVESTMENT GROUP LLC
3900 N 10TH ST STE 970
MCALLEN, TX 78501-1779**

**PID: 295047
AGUILAR MARTHA ALICIA
3011 LASSO TRL
EDINBURG, TX 78541-0233**

**PID: 295052
MORA JUAN & ESMERALDA
3015 W CHAPIN ST
EDINBURG, TX 78541-8218**

**PID: 554859
ACEVEDO JOSE A & FIDELFA
3007 W CHAPIN ST
EDINBURG, TX 78541-8218**

**PID: 231519
GEMS PROPERTIES 1 LLC
3244 TURQUIA ST
BROWNSVILLE, TX 78520-3920**

**PID: 231520
CABRERA J GUADALUPE OLASCUAGA
1320 N MCCOLL RD
EDINBURG, TX 78541**

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE COMMERCIAL, GENERAL (CG) DISTRICT AND RESIDENTIAL, SUBURBAN (RS) DISTRICT TO RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT, BEING LOT 1, E.M.L. SUBDIVISION, AND A 0.723 OF ONE ACRE OUT OF LOT 6, SECTION 237, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED AT 2901 WEST CHAPIN ROAD, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, General (CG) District and Residential, Suburban (RS) District and the Residential, Multifamily (RM) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a Lot 1, E.M.L. Subdivision, and a 0.723 of one acre out of Lot 6, Section 237, Texas-Mexican Railway Company's Survey, Located at 2901 West Chapin Road, Edinburg, Hidalgo County, Texas, from Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Multi-family (RM) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on June 11, 2024, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on July 2, 2024 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

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

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Multi-family (RM) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Commercial, General (CG) District and Residential, Suburban (RS) District and added to Residential, Multi-family (RM) District.

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

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

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

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 551.041, on the 2nd day of July 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

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

By: _____
Omar Ochoa, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

PUBLIC HEARINGS

Agenda Item No: 7.F.

Rezoning Request - SAMES, Inc. on behalf of Rebeca Quintanilla

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, a .60 Acre Gross, 0.51 Acre Net, Tract of Land Out of Lot 72, Kelly-Pharr Subdivision, 5327 South Sugar Road, as Requested by SAMES, Inc. on behalf of Rebeca Quintanilla. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

The property is located on the west side of South Sugar Road, approximately 1,280 feet south of West Alberta Road. The lot has 79 feet of frontage along South Sugar Road and a lot depth of 330 feet for a total area of approximately 0.60 acres. The requested zoning designation is the Commercial, General (CG) District, which is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. The applicant is seeking a zone change to establish a new commercial development in conjunction with the adjoining parcel to the south of the property.

Adjacent zoning districts are Commercial, General (CG) District to the north, Residential, Multi-family (RM) District to the east, Agriculture and Open Space (AO) District and Commercial, General (CG) to the south, and Agriculture and Open Space (AO) District to the west. Surrounding land consists of a mix of commercial uses, multi-family residential uses, single-family residential uses, and vacant land. On March 17, 2015, the property was annexed into the city with the Agricultural District designation. The adjoining parcel to the south of the property was rezoned to Commercial, General (CG) District on May 5, 2020. The Future Land Use designation is for General Commercial uses.

Staff mailed a notice of the public hearing to 18 neighboring property owners on Friday, May 31, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on June 12, 2024.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. **Staff's Recommendation:**

Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, based on existing land uses, adjacent zoning districts, and densities in the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Jesus Saenz, Assistant City Manager

Final Approval - 6/28/2024

Prepared by:

Jaime Acevedo, Director of
Planning and Zoning

Attachments:

- A. City Council Agenda Packet Attachments
- B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 6/11/24
CITY COUNCIL – 7/2/24
DATE PREPARED – 5/31/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District

APPLICANT: Rebeca Quintanilla

AGENT: SAMES, Inc.

LEGAL: A .60 acre gross, 0.51 acre net, Tract of Land out of Lot 72, Kelly-Pharr Subdivision

LOCATION: 5327 South Sugar Road

LOT/TRACT SIZE: Approximately 0.60 acres

CURRENT USE: Commercial uses

PROPOSED USE: New Commercial Retail Development

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING: North – Commercial, General (CG) District
South – Agriculture and Open Space (AO) District and Commercial, General (CG) District
East – Residential, Multi-family (RM) District
West – Agriculture and Open Space (AO) District

LAND USE PLAN: General Commercial uses

PUBLIC SERVICES: City of Pharr Water and City of Edinburg Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District

**REZONING REQUEST
SAMES INC.**

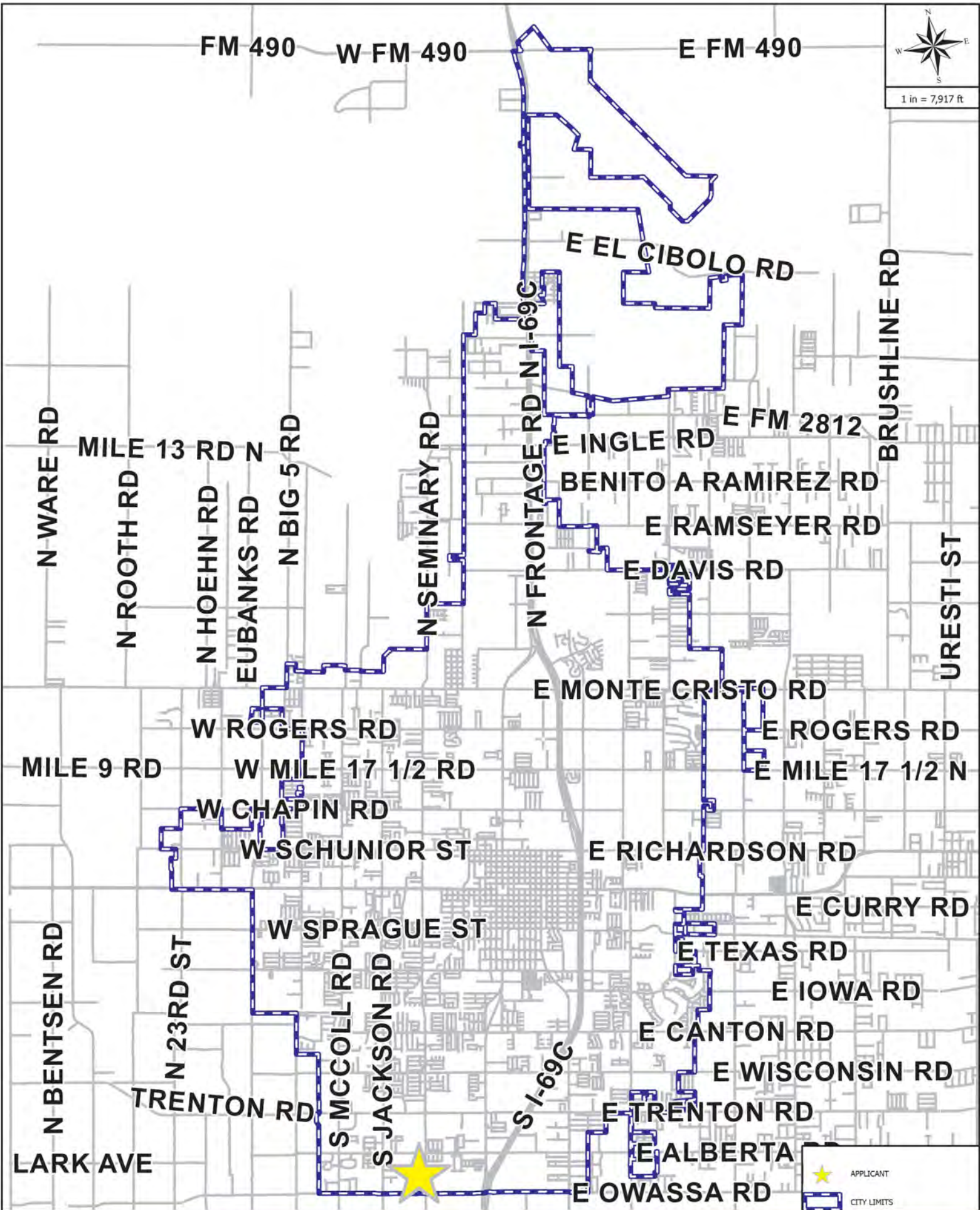
EVALUATION

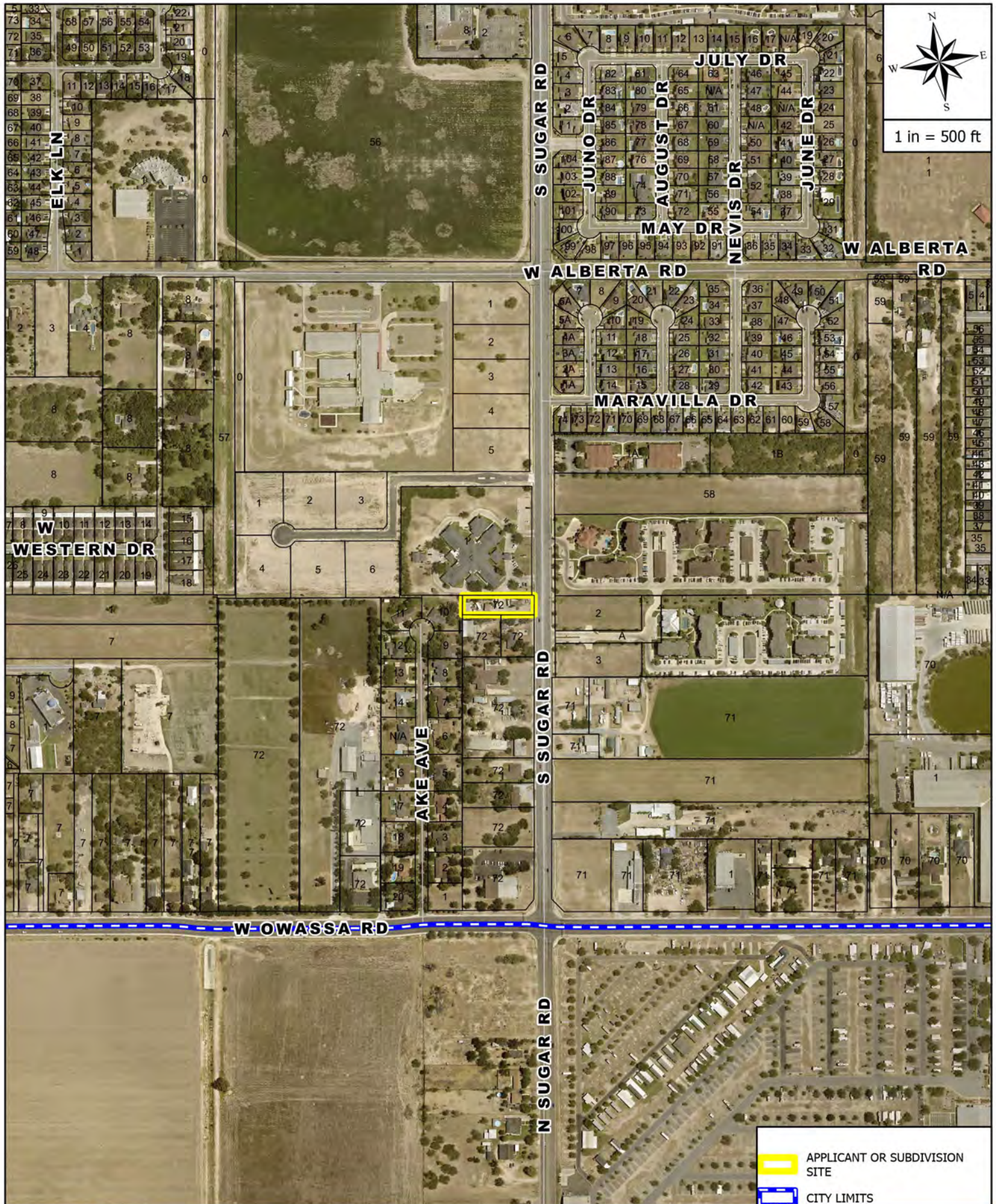
The following is staff's evaluation of the request:

1. Surrounding land uses consist of a mix of commercial uses, multi-family residential uses, single-family residential uses, and vacant land.
2. On March 17, 2015, the property was annexed into the city with the Agricultural District designation.
3. The proposed zoning is consistent with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, based on existing land uses, adjacent zoning districts, and densities in the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 18 neighboring property owners on Friday, May 31, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on June 12, 2024.

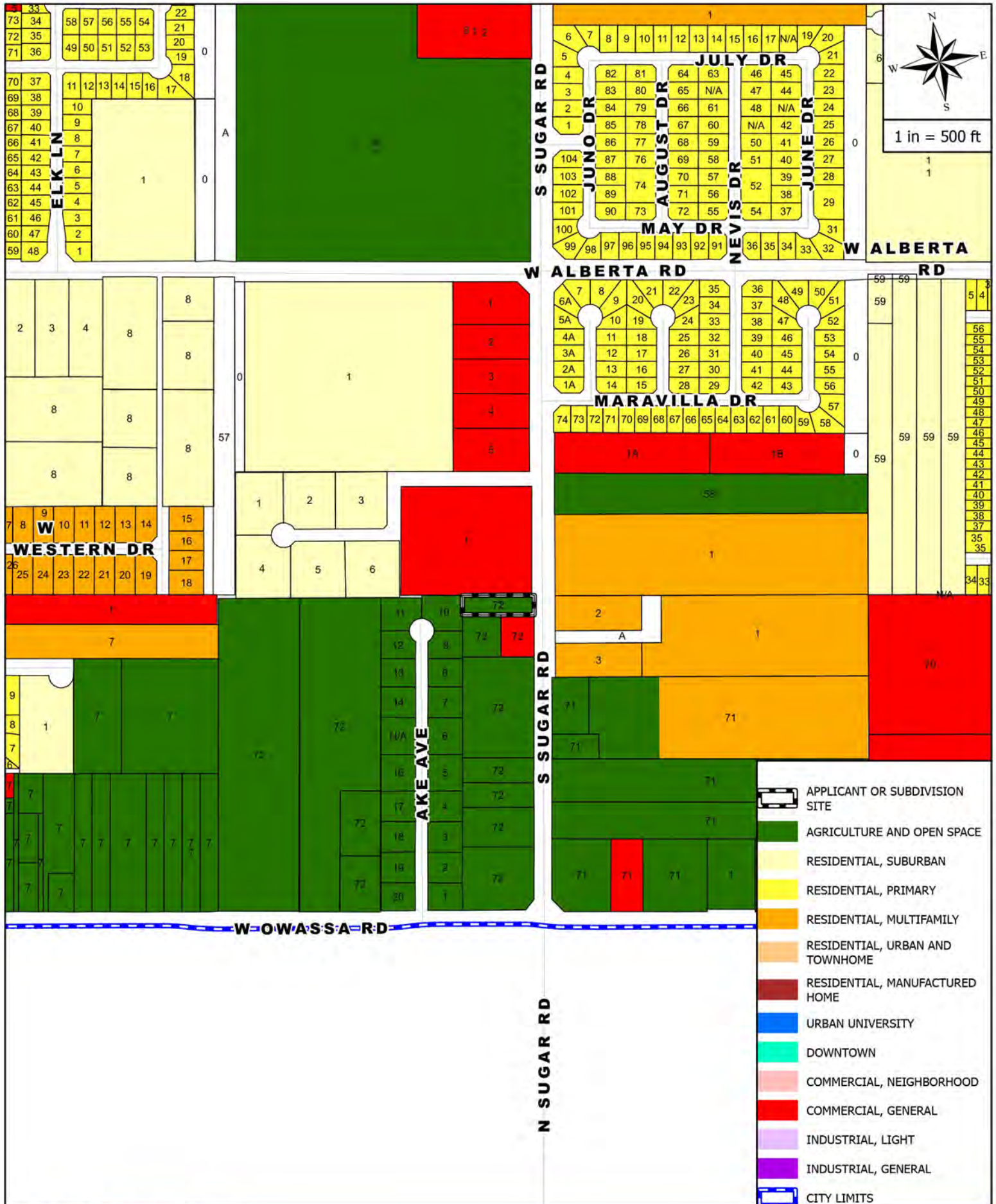




AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

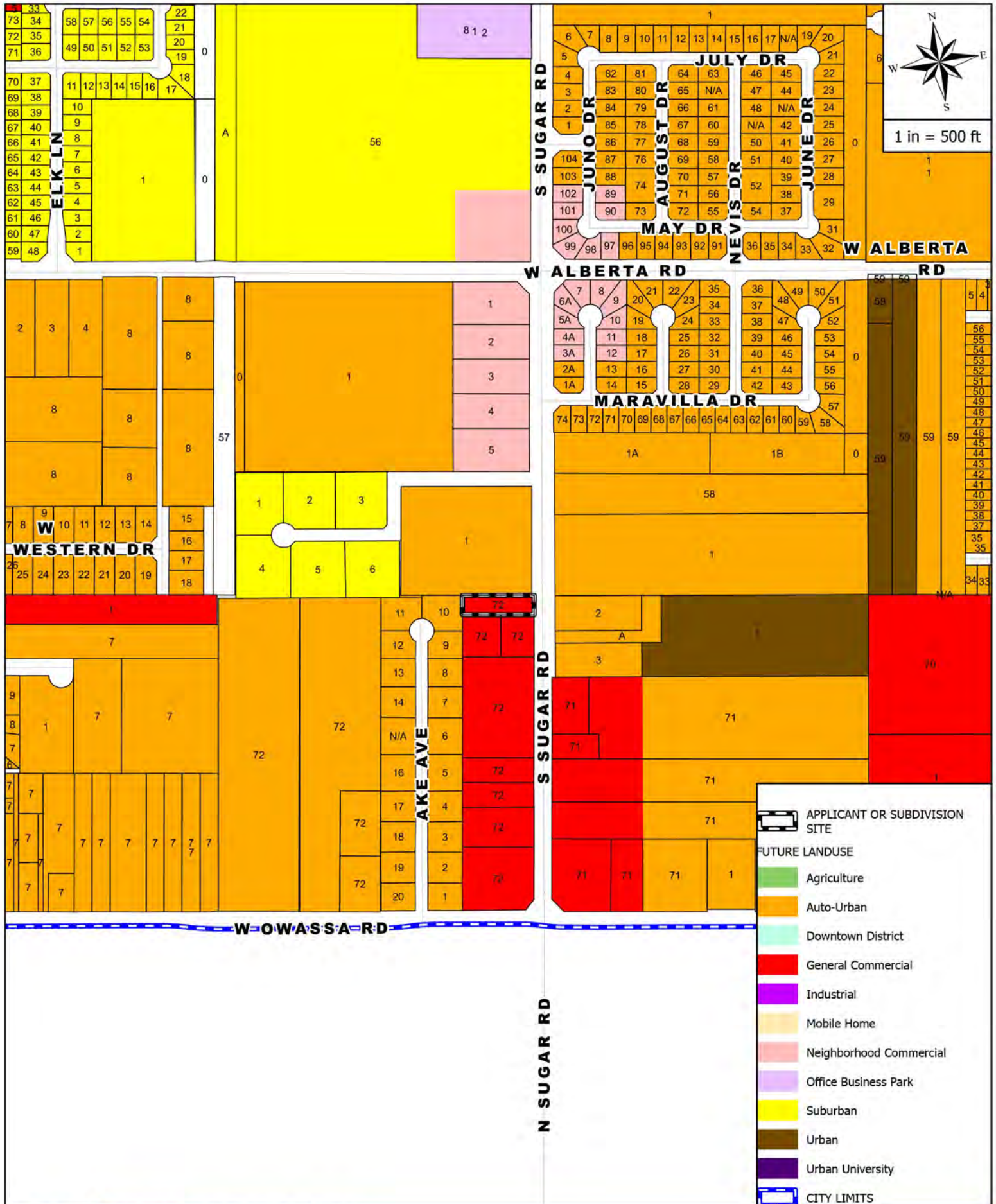
RZNE-2024-0207 K & M CONSTRUCTION



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0207 K & M CONSTRUCTION



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0207 K & M CONSTRUCTION

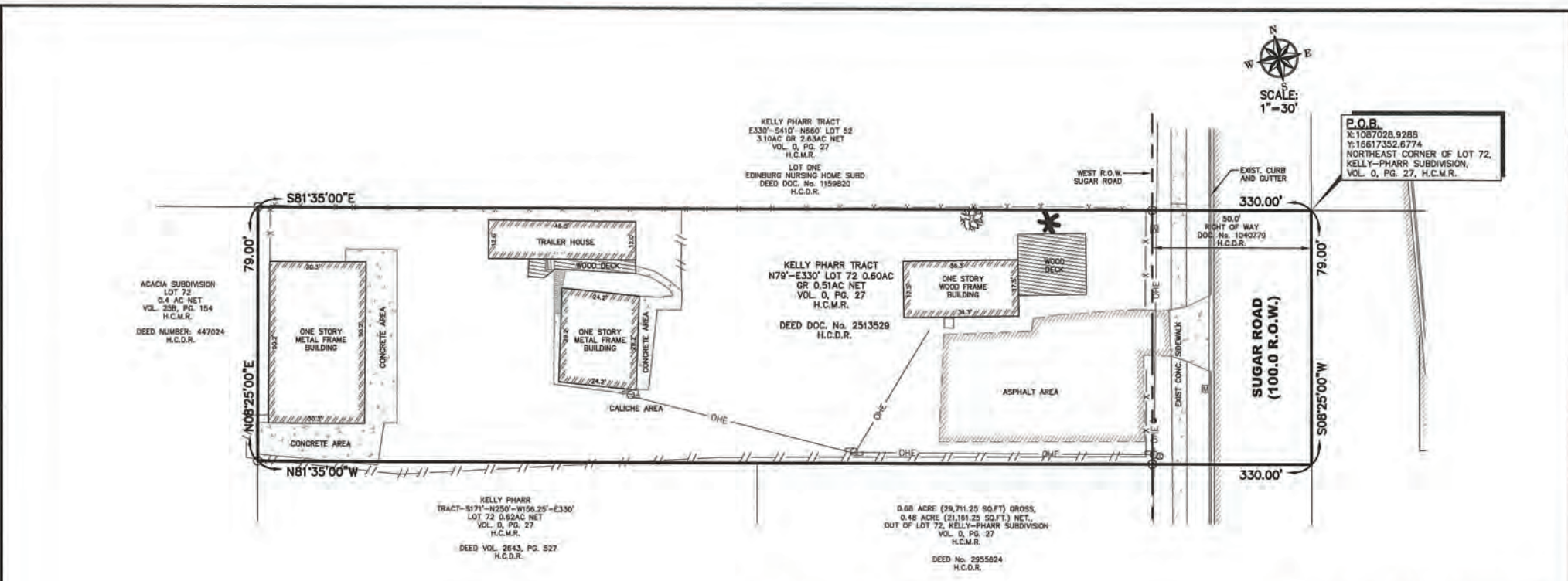


Rezoning Request Site Photo

SAMES, INC.

5327 South Sugar Road





GENERAL NOTES:

ADDRESS: 5327 SUGAR ROAD, EDINBURG, TEXAS 78539
 SURVEYED: APRIL 16, 2019
 REQUESTED BY: HOMERO OROZCO - DIFFERENT
 PERSPECTIVE DESIGNS

FLOOD ZONE DESIGNATION: "ZONE X" - AREAS BETWEEN
 LIMITS OF 100-YEAR AND 500-YEAR FLOODS; OR AREAS
 OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS
 THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1
 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM
 100-YEAR FLOOD.

COMMUNITY-PANEL NUMBER: 480338 0030 E
 MAP REVISED: JUNE 8, 2000

LEGEND	
●	- FND. 1/2" IRON ROD
○	- SET 1/2" IRON ROD W/PLASTIC CAP STAMPED "SAMES"
⊠	- WATER METER
⊞	- POWER POLE
⊟	- SERVICE POLE
⊠	- TELEPHONE PEDESTAL
✱	- PALM TREE
✪	- TREE
—	- OVERHEAD ELECTRIC LINE
—	- CHAINLINK FENCE LINE
—	- CEDAR FENCE LINE
H.C.M.R.	- HIDALGO COUNTY MAP RECORDS
H.C.D.R.	- HIDALGO COUNTY DEED RECORDS
O.R.H.C.	- OFFICIAL RECORDS OF HIDALGO COUNTY
R.O.W.	- RIGHT OF WAY
FND.	- FOUND
EXIST.	- EXISTING
CONC.	- CONCRETE
ASPH.	- ASPHALT
CONC.	- CONCRETE
WOOD	- WOOD
PAVERS	- PAVERS

SURVEY NOTES:

1. BASIS OF BEARING THE NORTH LINE OF LOT 72, KELLY-PHARR SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGE 27, MAP RECORDS OF HIDALGO COUNTY, TEXAS.
 2. BEARINGS SHOWN ARE BASED ON KELLY-PHARR SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGE 27, MAP RECORDS OF HIDALGO COUNTY, TEXAS.
 3. ALL COORDINATES, BEARINGS, AND DISTANCES, ARE BASED ON THE TEXAS COORDINATE SYSTEM, (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, US SURVEY FEET, GRID. BEARINGS AND DISTANCES SHOWN IN PARENTHESES ARE BASED ON RECORDED DOCUMENT.
 4. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED UTILIZING RTK GPS METHODS.
 5. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.
- THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTER:**
6. SUBJECT TO THE SUBDIVISION RULES AND REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION OF SAID PROPERTY.

PLAT SHOWING

A 0.60 ACRE (26,136.0 SQ. FT.) GROSS, 0.51 ACRE (22,218.60 SQ. FT.) NET TRACT OF LAND OUT OF KELLY-PHARR SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGE 27, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

I, SAMUEL D. MALDONADO, CERTIFY THAT THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF SURVEY AND THAT THERE ARE NO VISIBLE OR APPARENT EASEMENTS, DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS, OR OVERLAPPING OF IMPROVEMENTS OR VISIBLE EASEMENTS EXCEPT AS SHOWN ON THIS PLAT. NO SUBSURFACE UTILITIES OR SERVICE CONNECTIONS ARE SHOWN. © COPYRIGHT 2019 SAM ENGINEERING & SURVEYING. THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE BORROWER NAMED HEREIN, IN CONJUNCTION WITH THE ORIGINAL TRANSACTION WHICH SHALL TAKE PLACE WITHIN 6 MONTHS AFTER THE SURVEY WAS PROVIDED. NO LICENSE HAS BEEN CREATED OR IMPLIED COPY THIS SURVEY. SURVEY VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE.



4/22/2019

SAMUEL D. MALDONADO DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027

JOB NUMBER	DRAWN BY	REVISED BY	DATE
SUR 19.178	A.L.A.	S.D.M.	04/19/2019

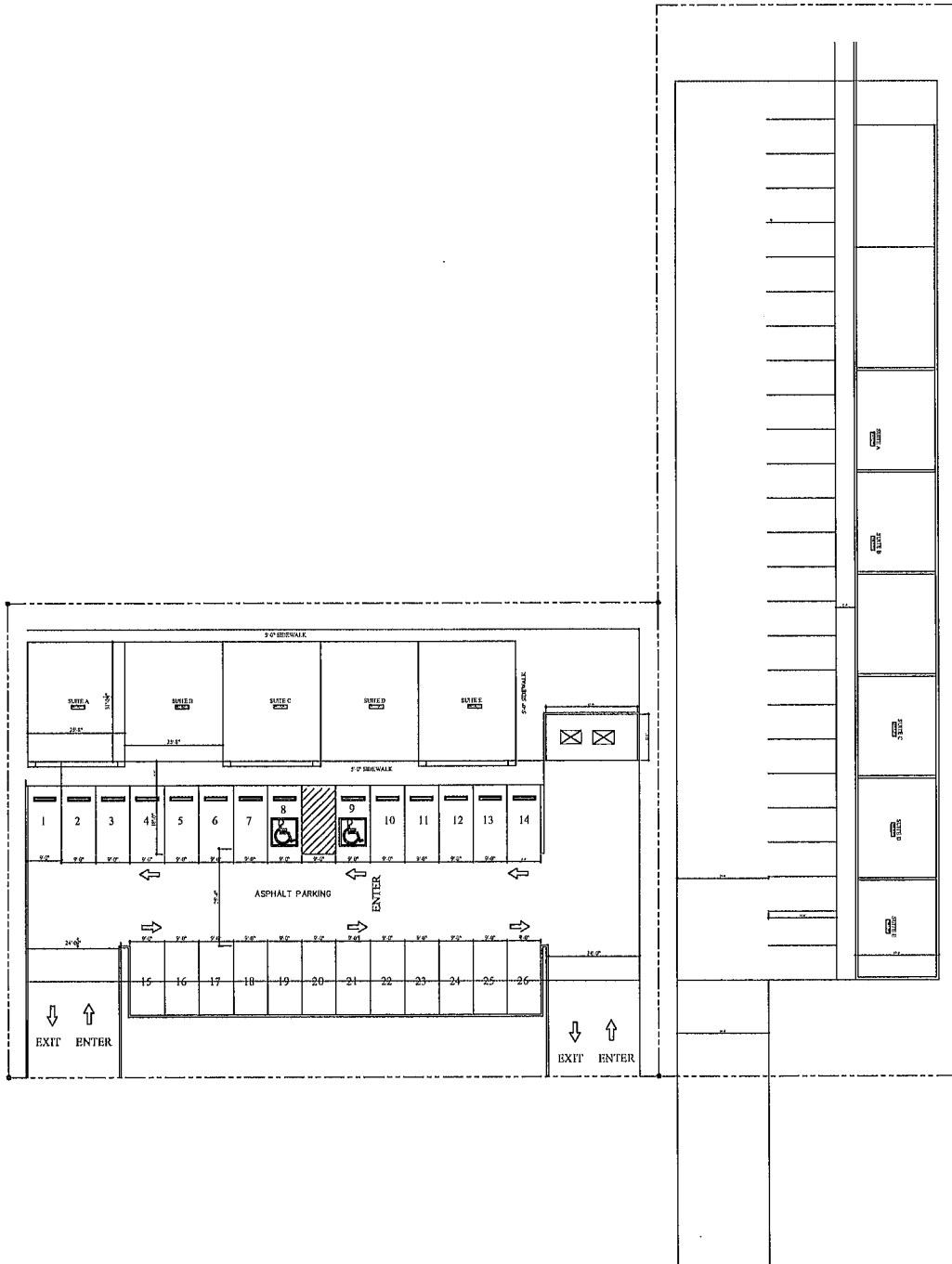
SHEET 1 OF 2: SURVEY PLAT

SAMES

SAM Engineering & Surveying

200 S. LUTHE STREET, SUITE 1500 TEL: (958) 702-8880
 MCALLEN, TEXAS 78501 FAX: (958) 702-8880

SURVEY FIRM REG. NO. 101418-00



Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8202



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE # R2NE-2024-0207

Date: May 13, 2024

1. Property Owner (required): K&M Construction
2. Phone: (956) 655-9144
3. Mailing Address: 5327 Sugar Ave
4. City: Edinburg State: Texas Zip: 78539
5. Owner's Email: luisrcq@hotmail.com
6. Cell No. (956) 655-9144
7. Agent (not owner): SAMES, Inc.
8. Agent's Phone: (956) 702-8880
9. Agent's Mailing Address: 200 S 10th St., Ste. 1500
10. City: McAllen State: Texas Zip: 78501
11. Agent's Email: jserna@samengineering-surveying.com
12. Address/Location being Rezoned: 5327 Sugar Road
13. Legal Description of Property: KELLY PHARR TRACT N79'-E330' LOT 72 0.60AC GR 0.51AC NET
14. Property ID(s): 202104



15. Zone Change: From: AO - Agriculture/Open Space To: CG - Commercial, General
16. Existing Land Use: Small moving business
17. Reason for Zone Change: LOT WILL BE SUBDIVIDED ALONG WITH ADJOINING PARCEL INTO ONE-LOT COMMERCIAL RETAIL DEVELOPMENT

JUSTIN SERNA

(Please Print Name)

Justin Serna

Signature

Digitally signed by Justin Serna
Date: 2024.05.07 11:55:38-05'00'

OFFICE USE ONLY

REVIEWED BY

Ana Lisa

DATE RECEIVED

5/13/24

***INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.**

CASE#

Zone Change Application Requirements



All items are required to be submitted with the application.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DATE</u>	<u>INITIALS</u>
1.	Zoning Application	<u>05-13-24</u>	<u> </u>
2.	Application Fee \$400 <u>(FEE IS NON-REFUNDABLE)</u>	<u>05-13-24</u>	<u> </u>
3.	Survey*	<u>05-13-24</u>	<u> </u>
4.	Metes & Bounds Description*	<u>05-13-24</u>	<u> </u>
5.	Warranty Deed	<u>05-13-24</u>	<u> </u>
6.	Preliminary Site Plan/Sketch	<u>05-13-24</u>	<u> </u>
7.	Authorization Letter from Owner (If not owner)	<u>05-13-24</u>	<u> </u>
8.	Special Use Permit (if applicable)	<u>N/A</u>	<u> </u>

*NOTE:

IF ACREAGE PROPERTY IS INVOLVED, AND/OR REZONING DOES NOT FOLLOW LOT LINES, THEN A SURVEY AND A METES AND BOUNDS DESCRIPTION ARE REQUIRED.

A SITE INSPECTION WILL BE CONDUCTED AS PART OF THE REZONING PROCESS.

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) – 5:30 PM: June 11th 2024

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 PM: July 2nd 2024

(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

**ZONING CASE
OWNER NOTIFICATION LIST**

PID: 202091
HEINA LANA SUE
5502 S SUGAR RD
EDINBURG, TX 78539-9644

PID: 201981
MEDINA BERTHA L & MELECIO
1300 S 1 1/2 ST
MCALLEN, TX 78501-1107

PID: 600651
5215 SOUTH SUGAR ROAD LLC
1422 CLARKVIEW RD
BALTIMORE, MD 21209-2385

PID: 202098
ENRIQUEZ LUPE LTD
PO BOX 2999
EDINBURG, TX 78540-2999

PID: 202104
QUINTANILLA REBECA TRUSTEE OF
310 DATE PALM
MCALLEN, TX 78501-2684

PID: 107726
CASTILLO ALFONSO & DOLORES
5323 AKE AVE
EDINBURG, TX 78539-9651

PID: 107720
LEAL JUAN B & NORMA P
5420 AKE AVE
EDINBURG, TX 78539-8443

PID: 107725
KOEPKE JUDY A
5313 AKE AVE
EDINBURG, TX 78539-9651

PID: 107722
HOGGATT ROBERT H & MARY K
PO BOX 31
SAN JUAN, TX 78589-0031

PID: 107723
RIPPISTINE EDWARD III
5324 AKE AVE
EDINBURG, TX 78539-8444

PID: 107721
RIPPISTINE EDWARD III
5324 AKE AVE
EDINBURG, TX 78539

PID: 897883
MFG SUGAR ROAD OWNER LLC
4100 E MISSISSIPPI AVE STE 700
DENVER, CO 80246-3054

PID: 897885
**MCGUIRE FAMILY TARAVAL
PROPERTY LLC**
4201 CEDAR ELM LN NO B111
WICHITA FALLS, TX 76308

PID: 897884
**MCGUIRE FAMILY TARAVAL
PROPERTY LLC**
4201 CEDAR ELM LN NO B111
WICHITA FALLS, TX 76308

PID: 897886
**MCGUIRE FAMILY TARAVAL
PROPERTY LLC**
4201 CEDAR ELM LN NO B111
WICHITA FALLS, TX 76308

PID: 202096
HOGGATT ROBERT H & MARY K
PO BOX 31
SAN JUAN, TX 78589-0031

PID: 517444
K & M CONSTRUCTION INVESTOR LLC
5327 S SUGAR RD
EDINBURG, TX 78539-8073

PID: 107724
SANCHEZ JOSE M & JOANNE A
5305 AKE AVE
EDINBURG, TX 78539-9651

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, A .60 ACRE GROSS, 0.51 ACRE NET, TRACT OF LAND OUT OF LOT 72, KELLY-PHARR SUBDIVISION, 5327 SOUTH SUGAR ROAD, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District and the Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a .60 acre gross, 0.51 acre net, Tract of Land out of Lot 72, Kelly-Pharr Subdivision, 5327 South Sugar Road, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on June 11, 2024, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on July 2, 2024 at 6:00 P.M., in the Edinburg

City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

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

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Agriculture and Open Space (AO) District to Commercial, General (CG) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Agriculture and Open Space (AO) District and added to Commercial, General (CG) District.

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

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

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

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 551.041, on the 2nd day of July 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

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

By: _____
Omar Ochoa, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

ORDINANCE

Agenda Item No: 8.A.

Ordinance-Appropriations

1. Agenda Item:

Consider Reviewing and Approving an Ordinance Amending the Budget for the 2023-2024 Fiscal Year by Providing Additional Revenues and Additional Appropriations to the General Fund.
[Ascencion Alonzo, Director of Finance]

2. Description:

This Ordinance amends the 2023-2024 Budget Ordinance by providing \$2,000,000 in additional revenues and \$4,000,000 in additional appropriations to the General Fund. The additional appropriations will be funded as follows: \$2,000,000 from Contributions from Edinburg Economic Development Corporation and \$2,000,000 from the Unassigned General Fund Balance.

<u>GENERAL FUND</u>	<u>ADDITIONAL APPROPRIATIONS</u>
FUNDING SOURCE	
E.E.D.C. Contribution	\$ 2,000.000
Unassigned Fund Balance	<u>2,000,000</u>
Total	\$ 4,000,000
APPROPRIATIONS	
Parks	\$ 2,000,000
Non-Departmental	<u>2,000,000</u>
Total	\$ 4,000,000

NOTE: REFER TO DETAIL

	GENERAL FUND
Fund Balance 09/30/2023 (audited)	\$ 25,514,471
Add-Add'l Revenue- 07/02/2024	2,000,000
Less-Add'l Appropriations- Carry-Overs	(1,373,223)
Less-Add'l Appropriations- 07/02/2024	(4,000,000)
Estimated Unassigned Fund Balance	\$ 22,141,248

City Staff has closely examined the additional appropriations and their effect on Fund Balance and concluded that sufficient funds are available.

This Ordinance amends the 2023-2024 Budget Ordinance by appropriating expenditures incurred

and committed to date.

3. Staff's Recommendation:

Approve Ordinance Amending the Budget for the 2023-2024 Fiscal Year by providing additional revenues and additional appropriations to the General Fund.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Ascencion Alonzo, Finance
Director

Attachments:

- A. Ordinance- Additional Appropriations
- B. C-10-24 Interlocal with EEDC for New Astoturf Baseball Fields Construction
- C. C-341-24 First Amendment - Ch 380 Agreement with DHR

ORDINANCE NO.

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE 2023-2024 FISCAL YEAR BY APPROPRIATING TO THE **GENERAL FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **\$4,000,000** FOR ADDITIONAL EXPENDITURES FROM FUND BALANCE. CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; PROVIDING A WAIVER OF (3) SEPARATE READINGS; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. The **GENERAL FUND** Budget estimated revenues and appropriations of the City of Edinburg for the Fiscal Year 2023-2024 is hereby amended in the sum of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) in estimated revenues and FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00) in appropriations from fund balance for payment of operating expenditures and capital outlay.

Estimated revenues to be derived from EEDC Contribution, TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00).

The appropriations to be appropriated are as follows:

TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) for the **PARKS** Department; and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) for the **NON-DEPARTMENTAL** Department.

SECTION II. The Director of Finance is hereby instructed to amend the appropriate line items in the budget for Fiscal Year 2023-2024 to take into consideration the expenditures appropriated hereby.

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

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

SECTION V. WAIVER CLAUSE. The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all members of the City Council.

SECTION VI. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication according to law.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City 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 551.041, on the 2nd day of July, 2024.

CITY OF EDINBURG

BY: _____
Ramiro Garza, Jr., Mayor

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

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

BY: _____
Omar Ochoa, City Attorney

STATE OF TEXAS	§	INTERLOCAL AGREEMENT BETWEEN THE
COUNTY OF HIDALGO	§	CITY OF EDINBURG AND THE EDINBURG
CITY OF EDINBURG	§	ECONOMIC DEVELOPMENT CORPORATION FOR THE UP-GRADE OF ASTRO TURF FIELDS AT MUNICIPAL PARK

THIS INTERLOCAL AGREEMENT IS MADE BY AND BETWEEN THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION, A NON-PROFIT DEVELOPMENT CORPORATION (HEREINAFTER THE "EEDC") CREATED UNDER THE TEXAS DEVELOPMENT CORPORATION ACT, TEXAS LOCAL GOVERNMENT CODE SECTION 501 ET SEQ, AS AMENDED, WHOSE PRINCIPAL PLACE OF BUSINESS IS LOCATED AT 3111 W. FREDDY GONZALEZ DR., EDINBURG, HIDALGO COUNTY, TEXAS, AND THE CITY OF EDINBURG (HEREINAFTER "CITY") WHOSE PRINCIPAL PLACE OF BUSINESS IS LOCATED AT 415 WEST UNIVERSITY DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS.

RECITALS

WHEREAS, the City and EEDC find that up-grading the baseball fields at Municipal Park with artificial turf as attached hereto in Exhibit A ("Turf Fields") will promote economic development and increase tourism in the City of Edinburg and improve the quality of life of the community; and

WHEREAS, the Improvements offer a stable and consistent playing surface because artificial grass creates the ideal flat surface for players to work on improving their hitting and pitching skills, and synthetic turf sports fields are safer than natural grass fields as they do not have depressions or bumps like real grass can have and is in the interest of the public; and

WHEREAS, the City and EEDC desire to promote and host baseball and softball tournaments that would promote tourism within the city; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, the City and the EEDC have agreed and do hereby agree to the following:

SECTION I TERMS

- A. The EEDC shall provide Two Million Dollars (\$2,000,000) to the City for the installation of the Turf Fields.
- B. The City agrees to be in charge of the planning, design, and installation of the Turf Fields and shall ensure the completion of the Turf Fields within Two (2) year. After its completion, the City shall be responsible for the maintenance of the Turf Fields at its sole cost and expense for the life of the Turf Fields.

SECTION II DISPUTE RESOLUTION

- A. Either party may submit any controversy, claim or dispute arising out of or relating to the provisions of this Agreement to the other in writing. Upon receipt of such written notice, both parties agree to informally discuss resolution and shall seek to resolve such claims within 45 days of the written notice. The parties agree that neither shall initiate any litigation against the other regarding any claim.

SECTION III GENERAL TERMS

- A. **Assignment.** The parties shall not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.
- B. **Successor and Assigns.** This Agreement shall bind and inure to the benefit of their respective parties and their respective permitted successors and assigns.
- C. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract, and that no agreement, statement, or promise not contained in this contract shall be valid or binding.
- D. **Invalidity.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- E. **Further Assurances.** The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this Agreement.
- F. **Notice.** All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by facsimile with facsimile generated confirmation of receipt, or by private overnight courier service to the appropriate party at the address set forth below:

If to the City, to:	Myra L. Ayala City Manager 415 West University Drive Edinburg, Texas 78541
---------------------	---

If to the EEDC, to:	Edinburg Economic Development Corporation 3111 W. Freddy Gonzalez Dr.
---------------------	---

Edinburg, Texas 78541
Attn: Raudel Garza
Executive Director

With a copy to:

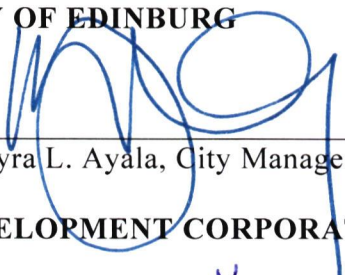
Omar Ochoa
City Attorney
415 W. University Dr.
Edinburg, Texas 78539

or to such other address as either party may hereafter give notice of in accordance with the provisions hereof. Notices shall be deemed given on the earlier of the date actually received or the third business day after sending.

- G. **Waiver.** The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver of any subsequent breach by either party. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.
- H. **Governing Law and Exclusive Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to such State's conflicts of laws provisions.
- I. **Severability.** Whenever possible, each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
- J. **Counterparts.** This Agreement may be executed simultaneously in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

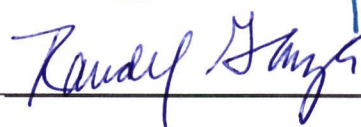
IN WITNESS HEREOF, the parties hereto have executed this Agreement on this 3rd day October, of 2023.

CITY OF EDINBURG

By: 

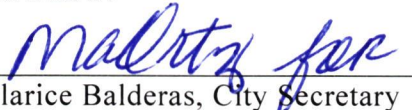
Myra L. Ayala, City Manager

DEVELOPMENT CORPORATION

By: 

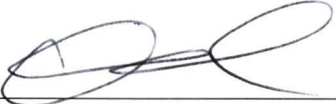
Raudel Garza, Executive Director

ATTEST:


Clarice Balderas, City Secretary



APPROVED AS TO FORM:
Omar Ochoa Law Firm, P.C.

By: 
Omar Ochoa, City Attorney

**FIRST AMENDMENT TO CHAPTER 380 AGREEMENT BETWEEN THE CITY OF
EDINBURG AND DOCTORS HOSPITAL AT RENAISSANCE, LTD.**

The City of Edinburg, Texas (the "City"), a Texas home rule Municipal Corporation whose principal place of business is located at 415 West University Drive, Edinburg, Hidalgo County, Texas, and Doctors Hospital at Renaissance, Ltd., a Texas limited partnership (the "Applicant"), are the parties to this First Amendment (the "Amendment") to the Economic Development Incentive Agreement (the "Agreement") dated August 13, 2021.

RECITALS

A. The Parties previously entered into that certain Economic Development Incentive Agreement dated and effective as of August 13, 2021 (the "Agreement," attached as Exhibit 1) relating to the development of a 530-bed acute care facility that provides a full range of medical services, with over 60 specialties and sub specialties, located at 5501 S. McColl in the City (the "Project"); and

B. Pursuant to the Agreement, the City agreed to provide Chapter 380 grant payments to the Applicant paid during the term of the Agreement; and

C. Pursuant to the Agreement, Applicant must meet certain requirements to be eligible to receive grant payments, including that the Project's Operations Start Date be no later than August 13, 2024; and

D. Pursuant to the Agreement, the Term during which Applicant may receive grant payments begins on the Effective Date (August 13, 2021) and continues for eleven years (August 13, 2032) unless sooner terminated; and

E. Applicant originally anticipated completing the Project in April 2023, but Applicant represents that construction delays resulted from supply chain disruptions due to the COVID-19 pandemic; and

F. Applicant further represents that construction delays also resulted because, although it initially expected to build out six floors of the Project, Applicant built out an additional two floors (for a total of eight built-out floors) sooner than anticipated; and

G. As a result of the construction delays, Applicant may miss the Operations Start Date deadline, which would terminate the agreement and make Applicant ineligible to receive any grant payments; and

H. As a further result of the construction delays, Applicant will be eligible to receive no more than \$9,000,000 of the \$10,000,000 in available grant payments under the Agreement; and

I. Applicant requests that the Agreement be amended to extend the Operations Start Date to December 31, 2024, to avoid missing the deadline and that the Term of the Agreement be extended to December 31, 2033 so that Applicant may be eligible to obtain the total amount of available grant payments provided for under the Agreement; and

J. The City Council of the City of Edinburg has determined that accepting Applicant's requests will stimulate business and commercial activity in the City, is in the best interests of the residents of the City of Edinburg, and will result in increased economic development within the City.

AMENDMENTS

NOW, THEREFORE, it is specifically agreed to by the parties that the Agreement attached hereto as Exhibit A is hereby amended by extending the Operations State Date deadline to December 31, 2024 and extending the Term of the agreement to December 31, 2033.

The definition of "Term" in Section I shall be read in its entirety as follows:

The "**Term**" of this Agreement shall commence on the Effective Date and continue in effect until December 31, 2033 (unless terminated sooner, as provided in this Agreement), subject to the limitations of this Agreement.

The first sentence of Section II.D shall be read in its entirety as follows:

Applicant agrees and covenants that the Project shall be completed, and that the Operations Start Date shall occur, no later December 31, 2024.

All other terms of the Agreement remain in full force and effect.

[EXECUTION PAGES TO FOLLOW]

EXECUTED by the parties in triplicate originals on this 2nd day of April, 2024.

CITY OF EDINBURG:

BY: _____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: Clarice Y. Balderas
Clarice Y. Balderas, City Secretary



APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____

Omar Ochoa
City Attorney

**DOCTORS HOSPITAL AT RENAISSANCE,
LTD.**

BY: _____

Manish Singh, MD CEO

Attachments:

Exhibit "A"

Reviewed by Legal Dept.

Exhibit A
Agreement

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

**CHAPTER 380 AGREEMENT
BETWEEN THE CITY OF EDINBURG
AND DOCTORS HOSPITAL AT
RENAISSANCE, LTD.**

This Economic Development Incentive Agreement (this "Agreement") is entered into on August 13, 2021 (the "Effective Date") by and between the City of Edinburg, Texas (the "City"), a Texas home rule Municipal Corporation, whose principal place of business is located at 415 West University Drive, Edinburg, Hidalgo County, Texas and Doctors Hospital at Renaissance, Ltd., a Texas limited partnership (the "Applicant").

RECITALS:

WHEREAS, Applicant is a Hospital that owns and operates a 530-bed acute care facility that provides a full range of medical services, with over 60 specialties and sub specialties, located at 5501 S. McColl in the City and desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code ("Chapter 380"); and

WHEREAS, Applicant has proposed to expand its facilities within the City by constructing a Driscoll Children's Hospital and related infrastructure and other improvements, described herein as the Project and on land within the City limits; and

WHEREAS, the construction and operation of the Project will generate over 300 new full-time, or full-time equivalent, jobs (at least 32 hours per week) within the City, which representation is a significant factor in the City's decision to enter into this Agreement for the benefit of the Hospital; and

WHEREAS, the City believes that the development of the Project will help provide expanded health care in and near the City and will attract additional businesses, development, and investment in the City. The City recognizes that development of the Project will likely serve as an economic stimulus to the City, resulting in significant job growth and increased tax revenue for the City. Consequently, the City strongly favors the development of the Expansion Project; and

WHEREAS, the City desires to provide development incentives to Applicant via a 380 Comprehensive Economic Stimulus Agreement; and

WHEREAS, the City seeks to authorize certain development incentives to Applicant in recognition of the positive benefits which will accrue to the City through the Project; and

WHEREAS, the consideration and benefits to the City resulting from the Project will benefit the City and the City believes that the Project will contribute and promote state and local economic development; and

WHEREAS, Article III, Section 52(a) of the Texas Constitution provides that the Texas legislature may provide for the creation of programs and the making of loans and grants of public

money, other than money otherwise dedicated by the Constitution to use for a different purpose, for the public purposes of development and diversification of the economy of the state; and

WHEREAS, Texas Local Government Code §380.001 is the enabling legislation for Article III, Section 52(a) of the Texas Constitution and authorizes the governing body of a municipality to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, on February 20, 2007 the City Council approved Resolution No. 1876 establishing the Economic Development Programs pursuant to Chapter 380 of the Texas Local Government Code and Article VIII, Section 52(a) of the Texas Constitution to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Edinburg; and

WHEREAS, the City is authorized by the Texas Local Government Code §380.001 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that finalizing an economic development agreement with Applicant in accordance with this Agreement will further the objectives of the City, will benefit the City's inhabitants, and will otherwise promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties agree as follows:

SECTION I DEFINITIONS

"Initial Grant Payment" means the City's payment of \$2,000,000 to Applicant upon completion and operation of the Project.

"Term Grant Payments" means the City's payments of \$1,000,000 to Applicant once per calendar year during the Term after the completion and operation of the Project.

"New Jobs" means filled payroll positions relating to the Project with such payroll positions being created after the Effective Date.

"Operations Start Date" means the start of operations, as that term is commonly understood regarding providing healthcare services at a children's hospital, at the Project.

"Project" means the Applicant's construction of Driscoll Children's Hospital described in Exhibit A attached hereto.

The “**Term**” of this Agreement shall commence on the Effective Date and continue in effect for a term of eleven (11) years (unless terminated sooner, as provided in this Agreement), subject to the limitations of this Agreement.

SECTION II TERMS AND CONDITIONS

A. The Applicant will be responsible for the development, financing, and construction of the Project. In return, the City will provide Chapter 380 grant payments to the Applicant paid during the Term of this Agreement. The total amount of grant payments under this Agreement shall not exceed \$10,000,000 subject to the Applicant’s compliance with certain conditions described herein.

B. The parties herein have agreed to the following terms and conditions that shall provide benefits to the City and Applicant to create jobs, provide expanded health care in and near the City, benefit the City’s inhabitants, and otherwise promote local economic development and stimulate inhabitation, business and commercial activity in the City, and ultimately promote development and commerce.

C. During the Term of this Agreement and so long as an event of default has not occurred and is not continuing as set forth herein (provided, however, an event of default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure period), City and Applicant shall comply with the following terms and conditions:

Initial Grant Payment

1. Beginning as of the Operations Start Date, Applicant may request in writing to the City Manager the Initial Grant Payment. The City shall not be required to make the Initial Grant Payment unless and until Applicant has submitted a compliance certificate, in the form attached hereto as Exhibit B (the “Compliance Certificate”), together with all information the City may request to verify Applicant’s compliance with the terms of this Agreement.
2. Provided the foregoing conditions have been satisfied and Applicant is otherwise in compliance with this Agreement, the City shall pay to Applicant the Initial Grant Payment within 30 days of satisfying the above requirements.

Term Grant Payments

3. Beginning one year after the Operations Start Date, and once each year on the anniversary of the Operations Start Date thereafter during the Term of this Agreement, Applicant may request in writing to the City Manager a

Term Grant Payment. The total amount of Term Grant Payments shall not exceed \$8,000,000. The City shall not be required to make a Term Grant Payment unless and until Applicant has submitted a compliance certificate, in the form attached hereto as Exhibit B (the "Compliance Certificate"), together with all information the City may request to verify Applicant's compliance with the terms of this Agreement.

4. Provided the foregoing conditions have been satisfied and Applicant is otherwise in compliance with this Agreement, the City shall pay to Applicant a Term Grant Payment within 30 days of satisfying the above requirements.

D. Applicant agrees and covenants that the Project shall be completed, and that the Operations Start Date shall occur, no later than three years from the Effective Date of this Agreement. If the Applicant fails to meet these requirements, this Agreement shall terminate and the City shall have no obligation to make any grant payments.

E. Applicant further covenants and agrees that all construction for the Project will be in accordance with applicable federal, state and local laws and regulations, or valid waiver thereof.

F. Upon reasonable request by the City, Applicant shall submit to the City, in either electronic form or for inspection at Applicant's local office, evidence of jobs created/retained that relate to the Project, such as but not limited to a certified list of employees, employee quarterly reports, payroll registers, or such other evidence as may be required by the City. However, Applicant shall not be required to disclose any employee's confidential information. Applicant agrees that, to receive the Initial Grant Payment or any Term Grant Payments, it must be able to demonstrate at least 300 New Jobs related to the Project paying more than \$15 per hour and providing benefits as that term is commonly understood regarding employee compensation. Notwithstanding any provisions set forth herein to the contrary, Applicant's failure to meet the requirements set forth in this Section II.F in any calendar year shall not affect grant payments made to Applicant in any prior year. Applicant will be eligible to receive grant payments in future years (provided it is otherwise in compliance and subject to other limitations of this Agreement) for the remainder of the Term. However, a grant payment withheld by the City for failure to meet the requirements set forth in this Section II.F shall be deemed forfeited by Applicant and the City shall not be liable for retroactive payment of such forfeited grant payment.

G. Applicant agrees that the payment of all indebtedness and obligations incurred by the Applicant in connection with the development and construction of the Project, and the operation of the Project, shall be solely the obligations of the Applicant. The City shall not be obligated to pay any indebtedness or obligations of the Applicant and shall only be obligated to provide Grant Payments in accordance with the terms of this Agreement.

SECTION III RIGHT OF ACCESS

Applicant further agrees that the City, its agents and employees, shall have reasonable right of access to the construction of the Project to monitor compliance with this agreement and with all applicable federal, state and local laws and regulations or valid waiver thereof. The City agrees to provide Applicant with reasonable prior notice of any such access to or inspection of the Project construction.

SECTION IV DEFAULT; TERMINATION; REMEDIES

A. The following shall constitute an "Event of Default" under this Agreement:

- a. **Failure to Complete or Operate the Project.** Applicant's failure or refusal to complete the Project or failure or refusal to begin operations pursuant to this Agreement shall be deemed an event of default. Applicant shall not have an opportunity to cure such default. The City shall not be required to send notice of default.
- b. **Failure to Operate.** Subsequent to completion and the Operations Start Date, if Applicants fails or refuses to operate Driscoll Children's Hospital at the Project, such failure or refusal shall be deemed an event of default. Applicant shall not have an opportunity to cure such default. The City shall not be required to send notice of default.
- c. **False Statements.** In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and Applicant fails to cure same within thirty (30) days after written notice from the City, such shall be deemed an event of default. If such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, but the Applicant commences such cure within such thirty (30) day period and continuously thereafter diligently prosecutes the cure of such violation, such actions or omissions shall not be deemed an event of default for an additional thirty (30) days. Failure to cure after such time period shall be deemed an event of default. Further, if Applicant obtains actual knowledge that any previously provided warranty, representation or statement has become materially false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such warranty, representation or statement within thirty (30) days after Applicant learns of its false or misleading nature, such action or omission shall be deemed an event of default. In the event this Agreement is terminated pursuant to this Section, all Payments previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within sixty (60) days from the date of such termination.

- d. **Insolvency.** The dissolution or termination of Applicant's existence as a business or concern, Applicant insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant, shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.
- e. **Property Taxes.** In the event Applicant allows any property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within thirty (30) days after written notice thereof from the City and Hidalgo County Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, Applicant and its Affiliate shall have the right to contest the appraised value of the Project.
- f. **Failure to Cure.** Except as otherwise provided herein, at any time during the Term of this Agreement that an event of default exists or Applicant is not otherwise in compliance with its obligations under this Agreement, the City may send written notice of such non-compliance to Applicant. If such non-compliance is not cured within 30 days after Applicant's receipt of such notice or, if non-compliance is not reasonably susceptible to cure within 30 days and a cure is not begun within such 30-day period and, thereafter, continuously and diligently pursued to completion on a schedule approved by the City (in either event, a "**Cure**"), then the City may, at its sole discretion and option, terminate this Agreement or withhold grant payments otherwise due for the calendar year or years in which the non-compliance occurred and continues. If the City elects to withhold grant payments under this Section rather than to terminate the Agreement, then, upon a Cure by Applicant, Applicant will be eligible to receive Grant Payments in future years (provided it is otherwise in compliance and subject to other limitations of this Agreement) for the remainder of the Term. However, a grant payment withheld by the City shall be deemed forfeited by Applicant and the City shall not be liable for retroactive payment of such forfeited Grant Payment.
- g. **Other Remedies.** Upon breach of any obligation under this Agreement, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the City may pursue such remedies as are available at law or in equity for breach of contract. Similarly, with regard to violations of applicable ordinances of the City, the City may seek such relief as is available for violation so such ordinances, including fines and injunctive relief.

- h. **Offset.** The City may deduct from any Grant Payment, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes assessed and owed to or for the benefit of the City by Applicant. If such amounts are deducted from any Grant Payment, Applicant shall have an opportunity to cure or resolve the underlying delinquency of unpaid sums within 120 after the date of the Incentive. If the deficiency is cured within such 120 period, the amount deducted from the Incentive will be added back to the next Grant Payment.

SECTION V INFORMATION

A. Beginning as of the Operations Start Date and continuing each calendar year thereafter until the end of the Term, Applicant shall submit to the City, on or before March 1 of each such year, a duly executed Compliance Certificate in substantially the form attached as Exhibit B certifying that Applicant is in full compliance with its obligations under this Agreement or, if not in full compliance, a statement disclosing the nature of any non-compliance and any reasons therefor. After receiving a timely submitted Compliance Certificate, the City shall have 30 days to notify Applicant in writing of any questions that the City may have concerning any of the information in the Compliance Certificate, and Applicant shall diligently work in good faith to respond to such questions to the City's reasonable satisfaction.

B. Applicant agrees that the City will have the right to review the business records of Applicant that relate to its performance under this Agreement to determine Applicant's compliance with the terms of this Agreement. Such review shall occur at any reasonable time and upon at least seven days' prior notice to Applicant. To the extent reasonably possible, Applicant shall make all such records available in electronic form or otherwise available to be accessed through the internet.

C. Upon any request to the City to disclose any information of a confidential, commercial, financial, proprietary or trade secret nature with respect to the Private Contract Rights under the Texas Public Information Act (Tex. Gov't Code Ann. Sec. 552.001 et seq.) or any equivalent or successor statute (the "Open Records Act") and such information is subject to, or potentially subject to, an exception under the Open Records Act, then City shall notify Applicant in writing of such request and shall request a determination from the Texas Attorney General (an "Opinion Request") as to whether the requested information must be disclosed pursuant to the Open Records Act. City shall only be required to comply with the foregoing to the extent that City, in good faith, believes there is a reasonable basis for claiming that the requested information is subject to an exception under the Open Records Act and the Open Records Act permits City to make an Opinion Request in the circumstance in question.

SECTION VI ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder

(a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Applicant and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the Section below.

SECTION VII **CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES**

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION VIII **INDEMNIFICATION**

A. The Parties agree and understand that Applicant, in performing its obligations hereunder, acts independently. The City assumes no responsibility or liability in connection therewith to third parties. To the maximum extent allowed by law, Applicant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the Project.

SECTION IX **LIMITATION OF LIABILITY**

A. Applicant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed the above stated proceeds from the City for the Project. Applicant agrees that City will not be liable for any indirect, incidental,

special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement or the Project, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION X **AGREEMENT CONSTRUCTION**

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XI **SEVERABILITY**

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XII **NOTICE**

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive

Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Applicant:

Doctor's Hospital Renaissance, Ltd.
Legal Department
5501 S. McColl
Edinburg, TX 78539

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XIII **SUCCESSORS AND ASSIGNS**

City and Applicant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Applicant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIV **CONFLICT OF TERMS AND MERGER CLAUSE**

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibit, the terms of this Agreement shall be controlling. This Agreement constitutes the entire agreement by and between the parties regarding any and all economic incentives and supersedes any and all prior Chapter 380 agreements between City and Applicant.

SECTION XV **NO WAIVERS OR ACCORD AND SATISFACTION**

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Applicant of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other

or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Applicant and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Applicant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Applicant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this 13th day of August, 2021.

CITY OF EDINBURG:

BY: _____

Ron Garza, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____

Myra L. Ayala, City Secretary



APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____

Omar Ochoa
City Attorney

**DOCTORS HOSPITAL AT RENAISSANCE,
LTD.**

BY:

Name:

Title:

EXHIBIT B

**CHAPTER 380 AGREEMENT BETWEEN
THE CITY OF EDINBURG AND
DOCTORS HOSPITAL AT RENAISSANCE, LTD**

ANNUAL COMPLIANCE CERTIFICATE

Project: Driscoll Children's Hospital at Doctors Hospital at
Renaissance
Chapter 380 Agreement Date: August 13, 2021
Project Completion Date: _____
Operations Start Date: _____

All terms have the same meaning as set out in the Chapter 380 Agreement Between the City of Edinburg and Doctors Hospital at Renaissance, Ltd. dated August 3, 2021 (the "Agreement").

Pursuant to the Agreement, DHR requests ___ the Initial Grant Payment ___ a Term Grant Payment.

By signature of the authorized representative below, Doctors Hospital at Renaissance, Ltd. ("DHR") certifies the information presented in this certificate and that it is in full compliance with the Agreement, including but not limited to completion of the Project and an Operations Start Date within three years of the Agreement and the ability to demonstrate at least 300 New Jobs related to the Project, except as otherwise indicated. If necessary, DHR has attached an explanation of any non-compliance with the Agreement and measures being taken to cure.

The City Manager may agree to amend this form, provided such amended form shall be substantially similar in reporting the information necessary to confirm compliance with the Agreement.

Upon request of the City Manager, DHR shall make available such information as is required under the terms of the Agreement.

DHR acknowledges and agrees that it is a recipient of public funds. As such, the City has a right of access to information related to DHR's performance under the Chapter 380 Agreement.

I, _____, certify that the foregoing is true and correct and that DHR has complied with all terms and conditions of the Chapter 380 Agreement.

Name:
Title:

Date



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

BUDGET

Agenda Item No: 9.A.

1. **Agenda Item:**

Consider Approving Fiscal Year 2023-2024 Budget Transfers for the Following: [Ascencion Alonzo, Director of Finance]

Streets

1. General Fund: FROM Streets & Alleys TO Rents & Contractuals, in the Amount of \$40,000. [Vincent Romero, Director of Public Works]

World Birding Center

1. General Fund: FROM Signs & Signal Equipment; and Office Maintenance & Contractual-IT TO Motor Vehicle Fuel; and Membership Dues, Subscr, in the Amount of \$3,000. [Javier Garza, Director of Parks & Recreation]

2. **Description:**

The Finance Department is presenting the budget transfers requested by the City departments to transfer funds necessary to reflect current needs and the shift of priorities within the department's budget accounts due to an increase in prices and unforeseen repairs and expenses.

3. **Staff's Recommendation:**

Approve the Budget Transfers for the Fiscal Year 2023-2024 Budget, as requested by the departments.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Ascencion Alonzo, Finance
Director

Attachments:

- A. Budget Transfer Request Forms

**CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM**

FUND NAME General
DEPARTMENT STREETS

TRANSFER FROM:

ACCOUNT NAME		ACCOUNT NUMBER															AMOUNT
		Fund	-	Dept	-	*Category											
1	Streets & Alleys	1	0	0	-	3	0	0	1	-	5	2	2	3	1	5	\$ 40,000
																	\$ -
																	\$ -
																	\$ -
																	\$ -
																	\$ -
																	\$ -
																	\$ -
																	\$ -
Total																\$	40,000

TRANSFER TO:

ACCOUNT NAME		ACCOUNT NUMBER															AMOUNT
		Fund	-	Dept	-	*Category											
1	Rents & Contractual	1	0	0	-	3	0	0	1	-	5	1	2	2	4	0	\$ 40,000
																	\$ -
																	\$ -
																	\$ -
																	\$ -
																	\$ -
																	\$ -
																	\$ -
																	\$ -
Total																\$	40,000

EXPLANATION: Monies needed for operational costs through the remainder of the
Fiscal Year 2023-2024

*CATEGORIES - 1) PERSONNEL SERVICES (50xx) 2) CONTRACTUAL/MAINTENANCE (51xx) 3) SUPPLIES (52xx)
4) NON-DEPARTMENTAL (55xx) 5) CAPITAL OUTLAY (60xx) 6) DEBT SERVICE (70xx) 7) TRANSFERS OUT (90xx)

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: [Signature] DATE: 6-13-24
1. Department Head
ROUTE TO FINANCE DEPARTMENT
[Signature] 6/15/24

APPROVED BY: [Signature] DATE: 6-17-24
3. City Manager
ROUTE BACK TO FINANCE DEPARTMENT
ATTENTION: SANDRA AGUIRRE

REVIEWED BY: [Signature] DATE: 6/13/2024
2. Director of Finance
ROUTE TO CITY MANAGER'S OFFICE

For Finance Dept Use Only	
CITY COUNCIL DATE TO PRESENT: <u> </u> / <u> </u> / <u> </u>	<u> </u> Initials
DATE ENTERED TO INCODE: <u> </u> / <u> </u> / <u> </u>	<u> </u> Initials

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME General Fund
DEPARTMENT World Birding Center

TRANSFER FROM:

ACCOUNT NAME		ACCOUNT NUMBER														AMOUNT			
		Fund			-	Dept				-	*Category								
1	Signs & Signal Equipment	1	0	0	-	4	0	0	3	-	5	1	3	3	0	3		\$	2,000
2	Office Maintenance & Contractual IT	1	0	0	-	4	0	0	3	-	5	1	3	3	0	1			1,000
3					-					-									
4					-					-									
5					-					-									
6					-					-									
7					-					-									
										Total							\$	3,000	

TRANSFER TO:

ACCOUNT NAME		ACCOUNT NUMBER														AMOUNT			
		Fund			-	Dept				-	*Category								
1	Motor Vehicle Fuel	1	0	0	-	4	0	0	3	-	5	2	2	3	0	5		\$	2,000
2	Membership Dues, Subscriptions	1	0	0	-	4	0	0	3	-	5	1	3	2	1	0			1,000
3					-					-									
4					-					-									
5					-					-									
6					-					-									
7					-					-									
										Total							\$	3,000	

Explanation: Transfer is due to vehicle fuel shortage.

See Attached Worksheet.

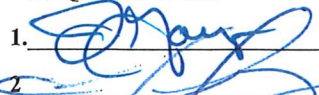
*CATEGORIES - 1) PERSONNEL SERVICES (50xx) 2) CONTRACTUAL/MAINTENANCE (51xx) 3) SUPPLIES (52xx)
 4) NON-DEPARTMENTAL (55xx) 5) CAPITAL OUTLAY (60xx) 6) DEBT SERVICE (70xx) 7) TRANSFERS OUT (90xx)

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

1.  5/30/24
 2.  6/14/24
 Department Head & Assistant City Manager
 ROUTE TO FINANCE DEPARTMENT

APPROVED BY:

DATE:

4.  6/17/24
 City Manager
 ROUTE BACK TO FINANCE DEPARTMENT
 ATTENTION: SANDRA DEE AGUIRRE

REVIEWED BY:

DATE:

3.  6/13/2024
 Director of Finance
 ROUTE TO CITY MANAGER'S OFFICE

Form Updated 4/19/2023

For Finance Dept Use Only	
CITY COUNCIL DATE TO PRESENT: ____/____/____	Initials
DATE ENTERED TO INCODE: ____/____/____	Initials



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

RESOLUTION

Agenda Item No: 10.A.

Resolutions - Capital Lease Program

1. Agenda Item:

Consider Resolution Amending the Fiscal Year 2019-2020 Capital Lease Program Schedules and Capital Equipment Lists. [Nelda Ramirez, Assistant City Manager]

2. Description:

City staff is presenting a Resolution to amend the Fiscal Year 2019-2020 Capital Lease Program schedules and related lists. The following schedules are being presented for City Council consideration to prioritize department needs, changes, and savings identified throughout the Capital Lease Program term.

Resolution effective upon approval.

FY 2019-2020 Capital Lease Program Proceeds

FY 2019-2020 General Fund, Airport Fund, Ebony Golf Fund, Los Lagos Golf Fund, Solid Waste Management Fund, and Utilities Fund

The Resolution is to prioritize department needs, changes, and savings identified throughout the Capital Lease Program term.

3. Staff's Recommendation:

Approve Resolution Amending the Fiscal Year 2019-2020 Capital Lease Program Schedules and Related Lists.

Reviewed by:

Prepared by:

Nelda Ramirez, Assistant
City Manager

Attachments:

- A. Resolution for Banc of America Lease
- B. Banc of America List

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDINBURG, TEXAS, TO AMEND THE
CAPITAL LEASE PROGRAM BUDGET AND LIST
OF EQUIPMENT**

WHEREAS, the Edinburg City Council reviewed and approved the original FY 2019-2020 Capital Lease Program Budget and Capital Asset List on December 3, 2019 to Banc of America.

WHEREAS, the City of Edinburg would like to amend the Capital Asset List and maintain the existing financed amount with Banc of America.

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

SECTION 1: the City of Edinburg wishes to update the new Capital Equipment List and submit it to Banc of America.

SECTION 2: 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 a regular meeting on the 2nd day of July, 2024, 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

AVAILABLE FUNDS AT BANC OF AMERICA

Fund Name	Department	Purpose Description	Units	Average Cost Per Unit	Total
General Fund	Building Safety	2023 Ford F-150	2	44,637.00	\$ 89,274.00
General Fund	IT	Dell Computers	116	various	81,577.20
General Fund	Health & Code	2024 Bronco Sport	1	32,225.00	32,225.00
General Fund	Parks & Rec	Equipment-Mower	1	52,079.76	52,079.76
General Fund	Police	2023 Chevrolet Tahoe	4	88,369.44	433,919.66
General Fund	Streets	Backhoe/Concrete Breaker	1	168,771.00	168,771.00
General Fund	Streets	Pneumatic Roller	1	101,229.00	101,229.00
Solid Waste	Solid Waste Management	Vector Control Machine	2	14,000.00	28,000.00
	Solid Waste Management	Metal Canopy	1	10,000.00	10,000.00
Utilities	Utilities: Systems	F-250 4x2 Crew Cab	1	65,000.00	65,000.00
	Utilities: Water Plant	Pumps No. 2 and 3	1	60,000.00	60,000.00
	Utilities: WWTP	4 Roll-Offs	4	5,905.00	23,620.00
	Utilities: WWTP	Basin Aeration Blower	1	50,000.00	50,000.00
	Utilities: WWTP	MCC Cabinet	1	150,000.00	150,000.00
					\$ 1,345,695.62



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

AWARDING OF BIDS

Agenda Item No: 11.A.

Bid 2024-11 - FY 23/24 Police Officer Cardiovascular Testing

1. Agenda Item:

Consider Awarding Bid No. 2024-11, FY 23-24 Police Officer Cardiovascular Testing to Sigma Tactical Wellness in an Amount Not to Exceed \$42,450.00 and Authorize City Manager to Enter Into a Service Agreement Relating Thereto. [Jaime Ayala, Chief of Police]

2. Description:

The project consists of Cardiac and Advanced Metabolic Testing (AMT) medical screening tailored for law-enforcement officers. The testing includes the following:

- a Cardiopulmonary/EKG exercise stress test,
- a Carotid Intima-Media Thickness (CIMT) test,
- an Advanced lipid panel test that assesses the early stages of coronary disease, and Inflammatory markers (PLA2).

The test also includes the identification of any ischemia or lack of blood flow to the heart muscle and dietary and exercise recommendations during the physician consultation. The testing targets to combat the risk of heart attack and stroke in law enforcement officers by providing a health screening tailored to test risk factors, genetics, and occupational stressors characteristic of law enforcement.

On April 16, 2024, bids were opened for Bid No. 2024-11, FY 23-24 Police Officer Cardiovascular Testing. Two (2) bids were received and opened. After review and tabulation, staff recommends awarding Bid No. 2024-11, FY 23-24 Police Officer Cardiovascular Testing to Sigma Tactical Wellness, the lowest bidder meeting specifications, for a price of \$849.00 per test. Estimated number of participants: 50 at \$849.00 with a total of \$42,450.00. The City has previously done business with JS MD Sigma PLLC and has verified no monies are owed to the city.

Below is the list of vendors who responded to the bid:

				Adel Health Care Services dba General Supply and Contracting Services	Sigma Tactical Wellness
Line Item	Description	Quantity	Unit of Measure	Cost per test	Cost per test
1	Cardiovascular	1	each	\$2,400.00	\$849.00

If approved, the agreement shall be for a one-year term effective July 02, 2024. Funding is available in the Police Department Fiscal Year 2023-2024 Operating Budget.

3. Staff's Recommendation:

Approve Awarding Bid No. 2024-11, FY 23-24 Police Officer Cardiovascular Testing to Sigma Tactical Wellness in an Amount Not to Exceed \$42,450.00 and Authorize City Manager to Enter Into a Service Agreement Relating Thereto.

Reviewed by:

Jaime Ayala, Chief of Police
Jesus Saenz, Assistant City Manager

Approved - 6/28/2024
Final Approval - 6/28/2024

Prepared by:

Iris Alvarado, Management
Services Administrator

Attachments:

- A. Informal Bid Tab - FY 23-24 Police Officer Cardiovascular Testing
- B. Bidder's List
- C. Notice to Bidders - Cardiovascular Testing
- D. Sigma Services Agreement 2024-Edinburg



Bid 2024-11 - FY 23/24 Police Officer Cardiovascular Testing
Opening Date: April 16, 2024 at 3:00 p.m.

Vendors:				ADEL HEALTH CARE SERVICES DBA General Supply and Contracting Services	Sigma Tactical Wellness
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost
1	Cardiovascular Testing	1	each	\$2,400.00	\$849.00

Vendor List	
1UnitedServicesGroup@gmail.com	info@igniteconsults.com
Danhayes17@yahoo.com	maelee8916@icloud.com
contactus@360infectioncontrolconsulting.com	rodney@germblast.com
admin@911tacmed.com	commercial@ingenesis.com
info@ahugaway.com	commercial@ingenesis.com
juan@acadiaworkforce.com	cbenavidez@injurymanagement.com
admin@adaptprograms.com	clayedgin@gmail.com
DALESPENCER@ADAPTAGYM.COM	admin@vmvapp.com
marie@adastaff.com	shona@jdlventuresllc.com
adelhealthcare@gmail.com	coachnurse@jasicoaching.com
abeckford@advanceplustherapy.com	curt.curnow@joganhealth.com
vitusnwafor@yahoo.com	margiejohnson@jvmsolutions.net
rbathala@agaticlinical.com	jns@jonesnursing.com
operations@alinatelehealth.org	KaitlinBrown@KBHealthCo.com
toshamoore@amazingheartshas.com	info@keturah-hms.com
contact@amorawellness.net	k.barrow@kcaresmore.com
florence@anytime-staffing.com	CLOWRYMD@GMAIL.COM
tporter@appddictionstudio.com	nareshk@klap6.com
danielle@artemisinthecity.com	labservicesinc@yahoo.com
Info@asahealthcarestaffing.com	dmayweather@labornetworksolutions.com
INFO@ASSURANCESTAFFING.ORG	yysaramirez@laboratorytrainingsolutions.com
ATCLOGISTICS1@GMAIL.COM	keith@lalloonmg.com
jjiang@auspiciouslab.com	joseph@laredotechnical.com
drbryantmays@gmail.com	mschlotter@anylabtestnow.com
contact@bayoucityfingerprinting.com	INFO@LELAPHARMACY.COM
info@beintentionalbrandsllc.com	Info@lifeviewhomecare.com
ltarantino@oceanshealthcare.com	lifespanpllc@gmail.com
Hello@BethesdaMH.com	ljmason@livingwellrecovery.org
company@jestechllc.com	lwnelson2001@gmail.com
pjnelson@bracaneco.com	aaron@locumphysicians.com
info@careerrhuddle.net	admin@loveandcareseniorservices.com
vq@cjbinc.net	glenda@lovebugcare.com
CCornealius@cbcmedicalstaffingllc.com	contact@statlabstx.com
mike@centraltox.com	hello@lowvisiontx.com
sales@ceriumlabs.com	josie.alvarado@esshomehealth.com
chloviccorporation@gmail.com	rfps@sterlingstaffingsolutions.com
mdeasy@christiecampus.com	shpintan@maximstaffing.com
clemeteanwilliams@ymail.com	trang.nguyen@medicusrx.com
Larry.Rucker-Young@ClassicHCSInc.com	admin@medlinehcs.com
close2home18@gmail.com	marcus@medwellsolutions.com
eric.grenier@comcentric.com	admin@metrohealthfl.com
communitypaths@gmail.com	hannah.le@metroplexvitalcare.com
mshaik@compqsoft.com	Mimachealth@gmail.com
rfp@compuvis.com	tatiana.b.miller@gmail.com
pzachariah@corevant.com	info@modernmedhs.com
info@cornerstonepremierhealth.com	okon.antia@motionwellness.org

courageouslab@gmail.com	carlton@myndfitmentalhealth.com
cprinstituteinc@att.net	katy.ellison@brightstarcare.com
louis.ortiz@crossoverhealth.com	lezie@nationwidetestingsys.com
info@desiretolivenow.com	dnavarro@navarroig.com
jaime@directcaresource.com	info@newavevolution.com
renetta.hills@yahoo.com	JARVIS@NEXCAREWELLNESS.COM
msaenz@doc-aid.com	agatheronyango@gmail.com
jlarios@nursesetc.net	carrie@nurse-centric.com
drewlegacy1990@gmail.com	support@ctxdripbar.com
mmartin@eaglegroupco.com	amanda@nurseswithlittlestravelagency.com
info@easonelite.com	kbarnes@occmd.com
info@edwardscg.net	saugustine@onthegolabs.com
eliteprolabms@gmail.com	BRANDON@ONDEKCARE.COM
rokeiyaadams@yahoo.com	arlaine.decrevel@openwork.com
myronky@yahoo.com	Paovicconsultingllc@gmail.com
d.slowinski@endeavordna.com	PATIENTCARESOURCES@PCSRXCONSULTING.COM
bob@eskridgeassociates.com	kina@peppertreelc.com
ddyer@expressmdcare.com	JC@PERSONAL-CASTLES.COM
restoret@yaho.com	holly.copeland@phasesci.com
pfarmer@fcpsy.com	phlebfirm17@gmail.com
CRYSTALFEWELL@FPSSTAFFING.COM	jws@ultrastaff.com
bo.depena@fidelitypartners.org	info@piivott.com
Mike@my-firstcall.com	Precisespeccollect@outlook.com
scollier@fivestarrhealthcare.com	SHONDA@PRECISIONHCS.COM
info@flatlandtherapy.com	sandra@ppmm.care
contactme@ftlmea.com	pricemountainhealth@gmail.com
janderson@faithforwardacademy.com	admin@primarypsych.com
avitia_aragon@outlook.com	jennifer.butz@dispatchhealth.com
francisnicey@gmail.com	info@pushstaffingllc.com
esther@frontlinenursestaffing.com	nerio@prosperitussolutions.com
cassie.shayne@fticonsulting.com	qrms@qualityresponsemedicalstaffing.com
hiram@funandmoving.com	wand_e@yahoo.com
ETHIOWON@YAHOO.COM	raptureunlimitedllc@gmail.com
ooyediji@globalwavemart.com	adam.stiles@recanacontracting.com
sherri@tygericonsulting.com	tra@recruitmentalley.com
info@goingslimmer.com	reliablecotx@gmail.com
info@bbimaging.net	reussihealthcare@gmail.com
c.joydennis@guidingmindsllc.com	Info@emps-tx.com
senadc1@swbell.net	balindaantoine@rosashomehealth.com
dgibson@hbwtherapy.com	connect@rubrix.com
hguardnurse@gmail.com	samanthastotalbody@gmail.com
atolbert@health4uclinic.com	carl@mdvo.co
bids@hence.business	sue@hitchcockhealthcareconsultants.com
kate@hireopsstaffing.com	heather@selectsafetyinc.com
info@houstonwords.com	serenebold@sereneboldhealthclinic.com
christopher.ojiako@huckeyehealthcare.com	laurenv@ahhcfl.com
MHV@hvhealthandsafety.com	amoledina@soaltech.com

SCPT@ATT.NET	businessoffice@sfpspllc.com
sterling@sterlingtherapy.com	regan@turncenter.org
kmcmamus@spartnerships.com	quisha@umembahalth.com
HAIJANUSI@AOL.COM	info@veinologymobile.com
tlroberts@tarcenter.org	mark@vesahealth.com
wbrown@tbcsatx.com	madhu@vfusioninnovations.com
info@testing-co.com	va@vacastillocounseling.com
sabrena495@yahoo.com	jwanderson@viemedstaffing.com
larrybausk@tadts.net	jcalvert@vigher.com
mressmann@tha.org	info@theweddagroup.com
ethan@texasnurseconnection.com	YUTRIEU@HOTMAIL.COM
thebestcheer.ict@gmail.com	info@wellnessproxyresources.com
stoneoak@fyzical.com	contracts@westwaysstaffing.com
registrations@timelycare.com	hajjanusi@aol.com
temi@topreneurllc.com	barbara@womenteachingcpr.com
derrick@totalhealthevolution.com	xandtvendinginc@gmail.com
johnnyr@trinityreviews.com	padams@zwgroup.net
opportunities@trsplanning.com	drgill@zenithdfw.com
TRUCE.MEDIA@AOL.COM	
echu@truexcellencestaffing.com	
admin@truvuhealthcarepartners.com	

REQUEST FOR BIDS

2024-11

FY 23/24 - POLICE OFFICER CARDIOVASCULAR TESTING

City of Edinburg
415 W. University Drive
Edinburg, TX 78541



RELEASE DATE: March 27, 2024

DEADLINE FOR QUESTIONS: April 5, 2024

RESPONSE DEADLINE: April 16, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/cityofedinburg>

City of Edinburg
REQUEST FOR BIDS
FY 23/24 - Police Officer Cardiovascular Testing

I.	Introduction.....
II.	Legal Notice
III.	Instructions, Terms and Conditions
IV.	Specifications.....
V.	Vendor Questionnaire.....
VI.	Pricing Proposal

Attachments:

B - Sample Agreement

1. Introduction

1.1. Summary

The City of Edinburg Police Department is soliciting bids for Cardiac and Advanced Metabolic Testing (AMT) medical screening tailored for law-enforcement officers. The testing should include:

- a cardiopulmonary/EKG exercise stress test,
- a Carotid Intima-Media Thickness (CIMT) test,
- an Advanced lipid panel test that assesses the early stages of coronary disease, and
- inflammatory markers (PLA2).

The test should also identify any ischemia or lack of blood flow to the heart muscle and offer dietary and exercise recommendations during the physician consultation. The testing targets to combat the risk of heart attack and stroke in Law enforcement officers by providing a health screening tailored to test risk factors, genetics, and occupational stressors characteristic of law enforcement.

1.2. Background

Edinburg Police Department wants to obtain the maximum amount of tests for Officers.

Reference Example: <https://iamsigma.com/method/>

1.3. Contact Information

Project Contact:

Iris Alvarado

Management Services Administrator

1702 S. Closner Blvd.

Edinburg, TX 78539

Email: ialvarado@cityofedinburg.com

Phone: [\(956\) 603-9937](tel:(956)603-9937)

Procurement Contact:

Veronica Gutierrez

Purchasing Specialist II

415 W. University Dr.

Edinburg, TX 78541

Email: vgutierrez@cityofedinburg.com

Phone: [\(956\) 388-1891](tel:(956)388-1891)

Department:

Police

Department Head:

Jaime Ayala

Chief of Police

1.4. Timeline

Release Project Date	March 27, 2024
Question Submission Deadline	April 5, 2024, 5:00pm
Proposal Submission Deadline	April 16, 2024, 3:00pm

2. Legal Notice

2.1. Notice to Bidders

The City of Edinburg is soliciting sealed bids from qualified vendors for the FY 23/24 - Police Officer Cardiovascular Testing.

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:
3:00 pm, Tuesday, April 16, 2024.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr., Edinburg, TX 78539 at 3:00 pm, Tuesday, April 16, 2024.

To obtain a copy of the Invitation to Bid or submit an electronic bid please visit:

<https://procurement.opengov.com/portal/cityofedinburg>

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg Bid No. 2024-11" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. the Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

If submitting Electronic: <https://procurement.opengov.com/portal/cityofedinburg>

If Hand-Delivering Bids: 415 W. University Drive, Edinburg, TX 78540

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions or require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm Friday, April 5, 2024.

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of 60 days without taking action.

3. Instructions, Terms and Conditions

3.1. Instructions to Bidders

The City of Edinburg will receive sealed bids for the goods/services described in this Invitation to Bid (ITB).

PURPOSE

The purpose of these specifications/requirements and bidding documents is for the purchase of FY 23/24 - Police Officer Cardiovascular Testing for the City of Edinburg.

The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL," and one (1) digital copy in a flash drive.** Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation.

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)

If Submitting Electronic: <https://procurement.opengov.com/portal/cityofedinburg>

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

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

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

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

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once request an interpretation via the OpenGov portal: <https://procurement.opengov.com/portal/cityofedinburg> to obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at <https://procurement.opengov.com/portal/cityofedinburg>

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the FY 23/24 - Police Officer Cardiovascular Testing as specified.

ASSIGNMENT

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

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

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

RIGHT TO WAIVE

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

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

VALID BID TIME FRAME

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

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

MATHEMATICAL ERRORS

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

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

AWARD

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury \$250,000 each person/\$500,000 each occurrence

Property Damage \$100,000 each occurrence/\$100,000 aggregate

or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

\$100,000 each accident

Bodily Injury by Disease:

\$100,000 each employee/\$500,000 policy limit

Comprehensive General Liability

Bodily Injury \$250,000 each person/\$500,000 each occurrence

Property Damage \$100,000 each occurrence/\$100,000 aggregate

or \$500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury \$100,000 each person/\$500,000 each occurrence

Property Damage \$100,000 each occurrence/\$100,000 aggregate

or \$500,000 combined single limits

City's Protective Liability

Bodily Injury \$250,000 each person/\$500,000 each occurrence

Property Damage \$100,000 each occurrence/\$100,000 aggregate

or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

4. Specifications

4.1. Scope

Cardiac and Advanced Metabolic Testing (AMT) medical screening tailored for law-enforcement officers.

The testing should include:

- a cardiopulmonary/EKG exercise stress test,
- a Carotid Intima-Media Thickness (CIMT) test,
- an Advanced lipid panel test that assesses the early stages of coronary disease
- inflammatory markers (PLA2).

The test should also identify any ischemia or lack of blood flow to the heart muscle and offer dietary and exercise recommendations during the physician consultation. The testing targets to combat the risk of heart attack and stroke in Law enforcement officers by providing a health screening tailored to test risk factors, genetics, and occupational stressors characteristic of law enforcement.

4.2. Estimated Quantities Not Guaranteed

The quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of testing services. The quantities may vary depending upon the actual needs of the department. The quantities specified herein are good faith estimates and will be awarded on unit price.

5. Vendor Questionnaire

5.1. Required Forms

5.1.1. *Please include any additional information that you would like the City to consider.*

5.1.2. *Please provide any licenses and certificates pertaining to the solicitation.**

*Response required

5.1.3. *Attach your company's insurance certificate. **

Please upload a copy of your Certificate of insurance here.

*Response required

5.1.4. *Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

*Response required

5.1.5. *Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

*Response required

5.1.6. *Please fill out and sign the Conflict of Interest Disclosure and upload here**

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

*Response required

5.1.7. *Please fill out and sign Senate Bill 13 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 13 VERIFICATION...](#)

*Response required

5.1.8. *Please fill out and sign House Bill 89 and upload here**

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

- [HOUSE BILL 89 VERIFICATION.pdf](#)

*Response required

5.1.9. *Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 19 VERIFICATION...](#)

*Response required

5.1.10. *Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- [CITY OF EDINBURG NONCOLLUSI...](#)

*Response required

5.1.11. *Please upload the Conflict of Interest**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/forms/conflict/>.

*Response required

5.1.12. *If awarded the 1295 form must be provided.**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

☐ Please confirm

*Response required

6. Pricing Proposal

CARDIOVASCULAR TESTING

The quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of testing services. The quantities may vary depending upon the actual needs of the department. The quantities specified herein are good faith estimates and will be awarded on unit price.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cardiovascular Testing	1	each		
TOTAL					

SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is entered into as of 07-02-2024 (the “**Effective Date**”) by Edinburg Police Department (“**Client**”) and JS MD Sigma PLLC (“**Sigma**”). Client and Sigma may be referred to individually as a “**Party**” and collectively as the “**Parties**.” The Parties agree as follows:

1. **SIGMA’S SERVICES.** Sigma will perform the services as specified in **Exhibit A** (collectively, the “**Services**”).

2. BILLING, TAXES, AND INSURANCE

2.1. As consideration for the Services provided, Client shall pay Sigma fees in accordance with the fee schedule set forth in **Exhibit A (“Fee Schedule”)**. Unless otherwise provided in the Fee Schedule, Sigma will invoice Client for the Services provided, and Client shall pay Sigma’s invoices within thirty (30) days of receipt of invoice. Any late payment will be subject to an interest penalty of the lower of: (a) one percent (1.0%) per month or (b) the maximum rate permissible by law, until paid in full. Client shall complete the Account Set-up Form attached hereto as **Exhibit B** and provide other billing information requested by Sigma.

2.2. Client is responsible for payment of all taxes (including without limitation sales tax) imposed by any federal, state or local governmental entity on the transactions contemplated by this Agreement, excluding only Sigma’s income taxes.

2.3. Both Parties shall maintain at their sole cost and expense during the term of this Agreement adequate insurance customary to each Party’s operations. Each Party shall furnish to the other Party, at such Party’s request, certificates of insurance or other adequate evidence of coverage.

3. CLIENT’S OBLIGATIONS

3.1. Client shall (i) allow Sigma to conduct presentations and workshops to educate Client and its workforce regarding the services offered by Sigma; (ii) be responsible for providing, at no cost to Sigma, all equipment, facilities, supplies, utilities, including high-speed internet and telephone service, and other services as Sigma shall reasonably determine from time to time to be necessary for the performance of Services. Client shall consult and collaborate with Sigma with respect to operational needs related to equipment, facilities, supplies, utilities, and other services to be provided pursuant to this Section.

3.2. Client shall be solely responsible for ensuring that all required patient consents and/or acknowledgments are obtained and documented in accordance with best practices and applicable laws and shall inform Sigma immediately of all communications received from regulatory authorities, notices of claims or potential claims related to any Services, and forward any written communications related thereto to Sigma.

4. **COLLABORATION.** Client will meet with Sigma from time to time as requested to collaborate and coordinate on the delivery of the Services.

5. QUALITY AND COMPLIANCE

- 5.1. Each Party shall comply with all applicable laws and regulations in effect.
- 5.2. Client agrees to maintain books, records and accounts relating to the receipt of the Services, and Sigma and its auditors shall be provided reasonable access to such books, records, and accounts and the right to perform a limited business review to verify compliance with this Agreement.
- 5.3. The Parties agree that it is not the intent or purpose of this Agreement, and no part of this Agreement shall be construed, to induce or encourage the referral of individuals to any particular health care provider for the furnishing or arranging for the furnishing of any health care item or service or ordering of any health care item or services. The Parties acknowledge that there is no requirement or any other agreement, explicit or implied, under this Agreement for a Party to refer individuals to any provider for health care items or services. Additionally, no payment made under this Agreement shall be in return for the referral of individuals in return for the purchasing, leasing, or ordering of any items or services from Sigma or any affiliates of Sigma. Neither Party will make payments or seek other remuneration under this Agreement which would be prohibited by law. It is the intent of the Parties to establish an independent business relationship which complies with applicable law. The compensation payable under this Agreement is based solely on the fair market value for the Services provided.
- 5.4. Nothing in these terms and conditions shall be construed as permitting Client to exercise control over the professional judgment or professional methods of Sigma and its professionals.

6. INTELLECTUAL PROPERTY

- 6.1. Sigma owns all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual property rights of any sort throughout the world) in and to the Services and documentation and derivative works thereof. Any use by Client of Sigma's then-current names, marks, logos, and other identifiers for the Services (i) requires Sigma's prior written approval, (ii) shall comply with Sigma's standards and usage guidelines for such use, and (iii) shall cease upon expiration or termination of this Agreement.
- 6.2. Client agrees to comply with Sigma's branding guidelines with respect to the Services. Client shall not issue any press releases or similar public communication relating to this Agreement or the Services without the prior written approval of Sigma.

7. CONFIDENTIALITY

- 7.1. The Parties shall each take all reasonable efforts to ensure that this Agreement and any information related to the business, plans, technology, products or other information of the other Party acquired by virtue of this Agreement shall be kept confidential and shall not be disclosed or made use of except as necessary for the acquiring Party to perform its obligations under this Agreement. The provisions of this clause shall not apply to the extent that the information (i) is required to be used or disclosed to comply with applicable laws or regulations or with a court order, (ii) was in the public domain prior to its use or disclosure, (iii) was

independently developed or discovered without use of the other Party's confidential information, or (iv) was revealed by a third party having no obligation of confidentiality with regard to the information.

7.2. The Parties shall protect the privacy of all patient health information in accordance with the Privacy and Security Rules promulgated under the Health Insurance Portability and Accountability Act ("HIPAA") as well as other applicable federal and state laws. A Party having knowledge of any unauthorized or improper uses or disclosures made while performing hereunder shall promptly report such unauthorized use or disclosure to the other Party.

8. DISCLAIMERS AND LIMIT OF LIABILITY

8.1. SIGMA DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT (I) THE RESULTS OF THE SERVICES SHALL BE FIT FOR ANY PARTICULAR PURPOSE, OR (II) THE SERVICES WILL PRODUCE A PARTICULAR RESULT OR BE 100% SUCCESSFUL OR ACCURATE.

8.2. In the event of any deficiently performed Services, Client's sole remedy against Sigma in such instance shall be for Sigma to re-perform the Services at its own cost, and Sigma's total liability to Client (whether for breach of contract, negligence or otherwise) with respect to the Services under the Agreement shall be limited to the revenue it received from Client during this Agreement. Except for damages arising out of willful or reckless conduct or a violation of applicable law, neither Party shall be liable to the other for indirect, incidental, consequential, exemplary or special damages, including without limitation damages for lost profit, regardless of the form of action, whether contract, warranty, strict liability or tort.

8.3. Client represents and warrants that, as of the Effective Date and during the term of this Agreement: (i) Client possesses and agrees to maintain all licenses, registrations and approvals necessary for its performance of this Agreement, and (ii) Client is not precluded by any contract or other obligation from entering into or performing under this Agreement.

9. TERM AND TERMINATION

9.1. The initial term of this Agreement commences on the Effective Date and terminates upon the completion of the Services or 06-12-2025, whichever occurs first.

9.2. Either Party may terminate this Agreement without cause upon sixty (60) days' prior written notice. A Party may terminate this Agreement upon providing the other Party written notice of breach of this Agreement by the other Party, if the other Party fails to cure the breach within fifteen (15) days of receiving the notice of breach. In the event of termination of this Agreement, all compensation for Services performed prior to the date of termination shall be payable to Sigma in accordance with this Agreement.

1. All obligations of a Party set forth in this Agreement that by their nature continue beyond expiration, termination, or cancellation of this Agreement (including, without limitation, the warranties, indemnification obligations,

confidentiality requirements and ownership and property rights) shall survive any such expiration, termination or cancellation shall survive expiration, termination, or cancellation of this Agreement for any reason.

2. **NOTICES.** Any notices, demands or consents required or permitted under this Agreement (“**Notices**”) shall be in writing in English, addressed as set forth below, and deemed effectively given: (a) upon personal delivery (with signature evidence of delivery); (b) upon delivery confirmation if sent by prepaid first class registered or certified mail (return receipt requested), or by an internationally-recognized express courier service (providing evidence of delivery); or (c) upon the date of transmission (or the next business day, if it is not a business day), if sent by facsimile or email.

If to Sigma: JS MD Sigma PLLC
1 Championship Drive
Austin, TX 78738

If to Client: Edinburg Police Department
1702 S. Closner Blvd.
Edinburg TX 78539

1. **MISCELLANEOUS.** The Parties shall be independent contractors in their performance under this Agreement. This Agreement (including the exhibits attached hereto) constitutes the entire agreement between the Parties with regard to the subject matters hereof and may not be amended or modified without each Party’s agreement in writing. Neither Party may assign or transfer this Agreement and/or the rights and obligations hereunder except that Sigma may assign this Agreement to its affiliates or in connection with the transfer or sale of all or substantially all of its assets, or the assets which are the subject matter of this Agreement, or its merger with another entity. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the Parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. Except as otherwise expressly provided herein, the provisions of this Agreement are for the benefit of the Parties hereto and not for any other person or entity.

Signature page follows

JS MD Sigma PLLC

By: _____

Name: Jonathan Sheinberg

Title: CMO

Date: _____

CLIENT

By: _____

By: _____

Name: Myra L. Ayala

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Exhibit A

SERVICES

The following shall constitute the “**Services**” for purposes of this Agreement:

- The provision of cardiovascular and metabolic screening to Clients’ workforce members and/or their beneficiaries. Each such screening scheduled to be provided by Sigma to one of Client’s workforce members and/or their beneficiaries is herein referred to as an “**Encounter**”).

FEE SCHEDULE

Client shall for members of the Edinburg Police Department only, pay Sigma **[\$849] [\$849 to be paid for each covered participant]** for each cardiovascular and metabolic screening associated with an Encounter that is either:

- Fully rendered by Sigma;
- Initiated but not fully rendered at the request or demand of Client or the workforce member/beneficiary; or
- Not fully rendered by Sigma due to the health condition of the workforce member/beneficiary at the time of presenting for the screening.
- Not rendered by Sigma due to the Encounter being canceled by Client, or the workforce member/beneficiary, within 24 hours of the date and time the screening was scheduled by Sigma to be provided;
- Lab draw completed on individual and no show or appointment cancelled less than 24hrs prior to screening appointment.

Each of the above Encounters shall be deemed a “**Payable Encounter**” for purposes of this Agreement.

Maximum budget not to exceed 50 Participants.

Client shall be invoiced and will prepay Sigma for the number of scheduled or reasonably anticipated cardiovascular and metabolic screenings to be provided by Sigma based on the number of Encounters. Invoicing will be sent immediately after lab draws are completed. Sigma will refund Client for any amounts prepaid by Client for any Encounter that after the completion of the Services does not qualify as a Payable Encounter, promptly upon termination of this Agreement. Final aggregate data report will be delivered within 7 days of receipt of payment and completion of program. (Note: some data may not be available when enrollment numbers are low due to participant privacy concerns)

Labs drawn at a patient service center Labs drawn at a Patient Service Center (PSC), outside of pre scheduled department lab draws will incur an additional fee of \$25 per participant to be paid by:

Department ☐ Participant ☒

Clinician appointments cancelled less than 24hrs in advance or 'no show' appointments will be charged a rescheduling fee of \$25 payable by:

Department ☐ Participant ☒

Exceptions may be granted at the discretion of Sigma representative ie, Line of duty needs

Exhibit B**Account Set-up Form****Client General Information**

Client Legal Name	Edinburg Police Department		
Street Address	1702 South Closner Blvd.		
City, State, Post Code	Edinburg, TX, 78539		
Emergency Contact:	Iris Alvarado	Telephone:	956-289-7704
Email:	ialvarado@cityofedinburg.com	Tax ID#:	74-600714

Billing Information

To whose individual attention should invoices be sent?	Rogelio Garcia		
At what address?	1702 S. Closner Blvd. Edinburg TX 78539		
Telephone:	956-289-7710	Email:	rgarcia@cityofedinburg.com



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

AWARDING OF BIDS

Agenda Item No: 11.B.

FY 23/24 Purchase of Automated Transcription Services

1. Agenda Item:

Consider Authorizing the Purchase of Automated Transcription Services from DSS Corporation DBA Equature through the Houston Galveston Area Council HGACBuy Contract No. EC07-23 in the Amount of \$46,819.54 (Year 1), and Authorize the City Manager to Enter Into an Agreement and Execute Any Documents Relating Thereto. [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.

This purchase consists of Automated Transcription Services that will provide real-time automated audio transcription from the Edinburg Police Department phone calls, including 9-1-1 calls and radio transmissions. This feature will allow for all recordings captured inside the recording network to be searched by the content spoken in the call and all other information captured in relation to the call. The software provides a streamlined and user-friendly interface, which allows users to navigate easily. The software offers helpful analytics capabilities. Users can extract valuable insights from their call data, which can be used to enhance decision-making and improve overall performance. After a thorough review of the software by our IT Director, it has been determined that our infrastructure is equipped to support its implementation.

Option 1: Even Investment Schedule

Year	Item(s)	Price
2024-2025	Installation, Configuration, Equipment, Licenses (\$151,030.80) + Maintenance (\$4,530.92)	\$155,561.72
2025-2026	Even Investment	\$15,103.08
2026-2027	Even Investment	\$15,103.08
2027-2028	Even Investment	\$15,103.08
2028-2029	Even Investment	\$15,103.08
Total Investment		\$215,974.04

Option 2: Even Investment Schedule

Year	Item(s)	Price
2024-2025	Even Investment + Installation/Configuration	\$46,819.54
2025-2026	Even Investment	\$42,288.62

2026-2027	Even Investment	\$42,288.62
2027-2028	Even Investment	\$42,288.62
2028-2029	Even Investment	\$42,288.62
Total Investment		\$215,974.02

The projected delivery is expected within 60 days of Purchase Order issuance. Funding in the amount of \$46,819.54 is available through FY 2023-2024 General Fund Budget, Police Department, 512240 Rents & Contractuals. Cooperative Pricing is available through HGAC Buy Contract No. EC07-23.

The department requests approval to proceed with Option 2, which includes the cost for installation, configuration, equipment, and licenses payable in equal installments.

3. Staff's Recommendation:

Approve Authorizing the Purchase of Automated Transcription Services from DSS Corporation DBA Equature through the Houston Galveston Area Council HGACBuy Contract No. EC07-23 in the Amount of \$46,819.54 (Year 1), and Authorize the City Manager to Enter Into an Agreement and Execute Any Documents Relating Thereto.

Reviewed by:

Jaime Ayala, Chief of Police
Jesus Saenz, Assistant City Manager

Approved - 6/28/2024
Final Approval - 6/28/2024

Prepared by:

Iris Alvarado, Management
Services Administrator

Attachments:

- A. HGAC Contract EC07-23 Pricing Worksheet
- B. HGAC Contract EC07-23 Contract Info
- C. Edinburg TX Quote and Contract



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: EC07-23

Date Prepared: 6/17/2023

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of Edinburg Police Department	Contractor:	DSS Coropration DBA Equature
Contact Person:	Iris Alvarado	Prepared By:	Kyle Colburn
Phone:	956-289-7745	Phone:	248-281-1080
Fax:		Fax:	248-569-6567
Email:	ialvarado@cityofedinburg.com	Email:	kcolburn@equature.com

Catalog / Price Sheet Name/Product Code	A - Equipment / B - Software
General Description of Product:	Public safety recording equipment and software

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Enterprise Server (Win Server 2022 and Full SQL DB)	\$ 15,750.00	\$ 15,750.00
14	Talk Group License per Device	\$ 540.00	\$ 7,560.00
60	VoIP voice license per device	\$ 473.40	\$ 28,404.00
1	Harris VNIC P25 integration license (talk group licenses needed)	\$ 13,500.00	\$ 13,500.00
1	ANI/ALI	\$ 2,835.00	\$ 2,835.00
27	Quality Assessment License per User	\$ 113.40	\$ 3,061.80
74	Transcription license per position (summaries included)	\$ 1,080.00	\$ 79,920.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total From Other Sheets, If Any:			0
Subtotal A:			\$ 151,030.80

B. Customization Category Totals-Itemize below/ Attach Additional Sheet If Necessary

(Note: Customization options are "manufacturer non-standard option" which were submitted and priced in Contractor's proposal)

Quan	Description	Unit Pr	Total
			\$ -
			\$ -
			\$ -
			\$ -
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is: 0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Installation - 3% of total with a \$3,000.00 minimum	\$ 4,530.92
Special Discount for Multi Year Support - 5 years	\$ 60,412.30
Subtotal C:	\$ 64,943.22

Delivery Date:

D. Total Purchase Price (A+B+C):

\$ 215,974.02



9-1-1 Equipment & Emergency Notification Software & Services

Contract Information

Contract Number

EC07-23

Effective Dates

08/01/2023 - 06/30/2025

Contract Details

A variety of 911 related equipment, software and services is available through the HGACBuy Cooperative Purchasing Program. Many types of emergency notification related equipment, software and services are available encompassing dispatch and call control.

[View Contacts \(/contracts/contact-information?contractid=130\)](/contracts/contact-information?contractid=130)

[View Documents \(/contracts/documents?contractid=130\)](/contracts/documents?contractid=130)

[Return to Products & Services \(/products-and-services?contractid=130\)](/products-and-services?contractid=130)

All Products

Search Products				
Description	Code	Manufacturer	Price	Discount

911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30649)	B - Software	CenturyLink Communications, LLC dba Lumen Technologies Group	2%
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30585)	B - Software	Carbyne, Inc.	10%
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30644)	B - Software	Intrado Life & Safety Solutions Corporation	37%
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30653)	B - Software	AT&T Corp	List Price
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30590)	B - Software	Comtech Solacom Technologies Inc.	25%
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30606)	B - Software	HQE Systems, Inc.	2%

911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30609)	B - Software	Incident Communication Solutions, LLC	10%
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30626)	B - Software	NorthSouthGIS, LLC	5%
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30629)	B - Software	NWN Corporation	2-18%
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30593)	B - Software	Dictation Sales and Service, Inc. (dba DSS Corporation)	10%
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30612)	B - Software	Integrated Computer Systems, Inc.	15%
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30602)	B - Software	Honeywell	10%

911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=33060)	B - Software	Motorola Solutions, Inc.	List Price
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30634)	B - Software	PURVIS Systems Incorporated	3%
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30587)	B - Software	Colossus, Incorporated	12%
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30599)	B - Software	Geo-Comm, Inc.	10%
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30617)	B - Software	MCM Technology LLC	15%
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30647)	B - Software	Westnet, LLC	5%

911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30636)	B - Software	RapidSOS, Inc.	10%
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30614)	B - Software	Interaction Insight Corporation	10%
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (/products-and-services/view-product?productid=30623)	B - Software	NGA 911 LLC	10%
911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. Effective 06/14/2023 (/products-and-services/view-product?productid=30620)	B - Software	MicroAutomation, Inc.	5%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30583)	D - Other	Bryx, Inc.	5-17%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30586)	D - Other	Carbyne, Inc.	10%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30645)	D - Other	Intrado Life & Safety Solutions Corporation	37%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30655)	D - Other	AT&T Corp	List Price

911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30607)	D - Other	HQE Systems, Inc.	2%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30611)	D - Other	Incident Communication Solutions, LLC	10%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30630)	D - Other	NWN Corporation	2-40%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30627)	D - Other	NorthSouthGIS, LLC	7%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30618)	D - Other	MCM Technology LLC	15%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=32941)	D - Other	SecuLore Solutions, LLC	5%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30588)	D - Other	Colossus, Incorporated	12%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30635)	D - Other	PURVIS Systems Incorporated	3%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=33062)	D - Other	Motorola Solutions, Inc.	List Price
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30604)	D - Other	Honeywell	10%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30594)	D - Other	Dictation Sales and Service, Inc. (dba DSS Corporation)	10%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30640)	D - Other	Stonehenge Properties, Ltd. dba REVCORD	5%

911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30591)	D - Other	CSS-Mindshare	17%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30648)	D - Other	Westnet, LLC	5%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30600)	D - Other	Geo-Comm, Inc.	2%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30637)	D - Other	RapidSOS, Inc.	5%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30624)	D - Other	NGA 911 LLC	10%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30616)	D - Other	Interaction Insight Corporation	10%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30598)	D - Other	Evans Consoles Incorporated	15%
911 related equipment, systems and services not otherwise specified. (/products-and-services/view-product?productid=30632)	D - Other	One Diversified LLC	5%
911 related equipment, systems and services not otherwise specified. Effective 06/14/2023 (/products-and-services/view-product?productid=30621)	D - Other	MicroAutomation, Inc.	2%
Consoles, chairs, etc. (/products-and-services/view-product?productid=30610)	C - Furniture	Incident Communication Solutions, LLC	10%
Consoles, chairs, etc. (/products-and-services/view-product?productid=30625)	C - Furniture	Noble 911 Services	5%
Consoles, chairs, etc. (/products-and-services/view-product?productid=30603)	C - Furniture	Honeywell	10%
Consoles, chairs, etc. (/products-and-services/view-product?productid=33061)	C - Furniture	Motorola Solutions, Inc.	List Price

Consoles, chairs, etc. (/products-and-services/view-product?productid=30654)	C - Furniture	AT&T Corp	List Price
Consoles, chairs, etc. (/products-and-services/view-product?productid=30597)	C - Furniture	Evans Consoles Incorporated	15%
Consoles, chairs, etc. (/products-and-services/view-product?productid=30596)	C - Furniture	ErgoFlex Systems, Inc. dba Xybix Systems, Inc	40%
Consoles, chairs, etc. (/products-and-services/view-product?productid=30638)	C - Furniture	Russ Bassett Corporation	42.5%
Consoles, chairs, etc. (/products-and-services/view-product?productid=30642)	C - Furniture	Watson Furniture Group, Inc.	56.1%
Consoles, chairs, etc. (/products-and-services/view-product?productid=30595)	C - Furniture	Concept Seating Government LLC	64%
Consoles, chairs, etc. (/products-and-services/view-product?productid=30615)	C - Furniture	Interaction Insight Corporation	10%
Consoles, chairs, etc. (/products-and-services/view-product?productid=30631)	C - Furniture	One Diversified LLC	9%
Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. (/products-and-services/view-product?productid=30641)	A - Equipment	Tanches Global Management, Inc	5%
Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. (/products-and-services/view-product?productid=30652)	A - Equipment	AT&T Corp	List Price
Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. (/products-and-services/view-product?productid=30582)	A - Equipment	Bryx, Inc.	8.3-20%

Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. (/products-and-services/view-product?productid=30643)	A - Equipment	Intrado Life & Safety Solutions Corporation	37%
Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. (/products-and-services/view-product?productid=30584)	A - Equipment	Carbyne, Inc.	10%
Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. (/products-and-services/view-product?productid=30646)	A - Equipment	Westnet, LLC	5%
Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. (/products-and-services/view-product?productid=30633)	A - Equipment	PURVIS Systems Incorporated	3%
Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. (/products-and-services/view-product?productid=30601)	A - Equipment	Honeywell	10%
Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. (/products-and-services/view-product?productid=30592)	A - Equipment	Dictation Sales and Service, Inc. (dba DSS Corporation)	10%
Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. (/products-and-services/view-product?productid=30639)	A - Equipment	Stonehenge Properties, Ltd. dba REVCORD	5%

Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. (/products-and-services/view-product?productid=33059)	A - Equipment	Motorola Solutions, Inc.	List Price
Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. (/products-and-services/view-product?productid=30589)	A - Equipment	Comtech Solacom Technologies Inc.	20%
Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. (/products-and-services/view-product?productid=30605)	A - Equipment	HQE Systems, Inc.	2%
Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. (/products-and-services/view-product?productid=30608)	A - Equipment	Incident Communication Solutions, LLC	10%
Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. (/products-and-services/view-product?productid=30613)	A - Equipment	Interaction Insight Corporation	10%
Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. (/products-and-services/view-product?productid=30628)	A - Equipment	NWN Corporation	2-30%
Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. (/products-and-services/view-product?productid=30622)	A - Equipment	NGA 911 LLC	10%

Fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable. Effective 06/14/2023 (/products-and-services/view-product?productid=30619)	A - Equipment	MicroAutomation, Inc.	5%
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Kyle Colburn

Public Safety Specialist
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Presented Date: June 17th, 2024
Expiration Date: August 17th 2024

EXECUTIVE SUMMARY

We're thrilled about the opportunity to partner with you and your team, bringing a customized recording solution that's just right for your needs. At Equature, a proudly American company, we specialize in creating top-of-the-line recording solutions. Our extensive experience, shaped by working with over 1,500 agencies, has given us deep insights into enhancing operational efficiencies, reducing public safety liabilities, and crafting the most advanced solutions in recording and evidence management.

This journey has not only honed our expertise but also ignited our passion for continuous improvement. We understand that the world of public safety is ever-evolving, and staying ahead requires constant innovation. That's why we're committed to continuously refining our technology and services, ensuring they're not just up-to-date but also setting industry standards.

Our goal is to be more than just a provider; we aim to be a long-term partner in your success. By integrating cutting-edge technology and adapting to the latest trends, we ensure that our partners, like you, are equipped with the most effective tools for your vital work. In essence, we strive to maintain our position as a leader in public safety technology, empowering you to excel in your crucial role with confidence and efficiency.

THE EQUATURE PARTNERSHIP

EQUATURE SUPPORT SERVICES PHILOSOPHY

Working with mission critical operations in public safety requires a 24x7 customer commitment that goes beyond response – it must focus on execution. At Equature, we concentrate on delivering customer support services that supply ongoing operational success tools and interactive response engagement to help emergency organizations execute consistently. Our dedicated support professionals deliver a broad range of advisement and assistance programs to our customers to help them proactively manage their operational performance. Using a layered customer support approach, we combine best practice advisement, inbound call management and Q/A assessment tools to help your team improve overall efficiency.

EQUATURE CUSTOMER SUPPORT SUCCESS COMMITMENT

Moving beyond industry support norms, Equature has built an exclusive, one-of-a-kind customer support success platform that is unique in the public safety market. Our success system entails three separate corporate commitments to our customers.

They include:

1. Engagement and Team Training Personalization
2. Continuous Software Enhancement
3. Annual Operational Performance Quality Assurance Assessment Program

These three commitments of the Equature Success Program reinforce to our customers that we work with you collaboratively as part of your team – and in perpetuity as your partner. As such, after we often refer to our customers as Partners.

EQUATURE CUSTOMER SUPPORT AGREEMENT OVERVIEW

Equature support agreements allow customer personalization based on operational readiness needs. Working with you one-to-one, we build a support approach that makes sense and fits your budgetary needs.

Equature support agreements include:

- ✓ Support available 24x7x365
- ✓ On-line remote support
- ✓ Telephone support
- ✓ Future Technology Compatibility

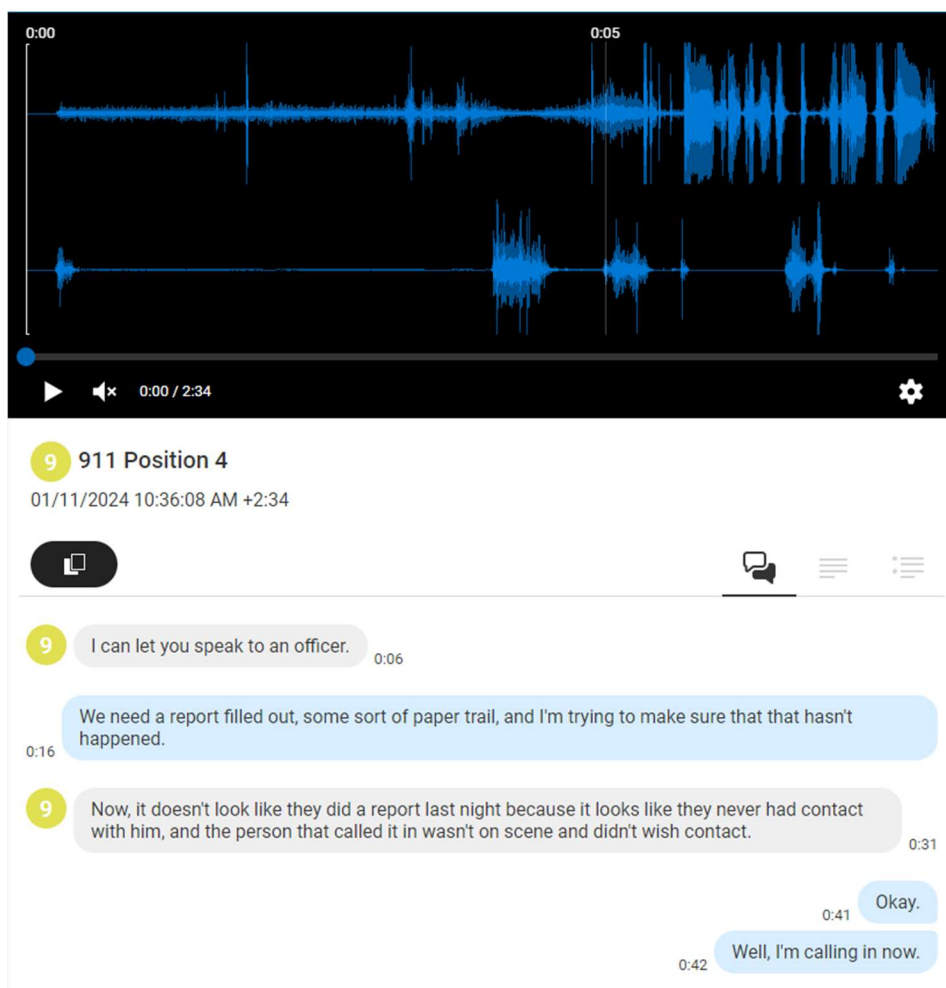
- ✓ Software updates
- ✓ Access to user groups and workshops
- ✓ Remote alarm monitoring
- ✓ Case tracking and auditing through our Equature CRM system

SOLUTION OVERVIEW

AUTOMATED TRANSCRIPTION

Equature Transcription is a first-of-its-kind transcription and full-text search engine. The feature provides real-time, automated transcription of audio from 9-1-1 calls, radio transmission and live video to 9-1-1. Equature Transcription is the first A.I.-powered transcription engine built for public safety.

Equature's transcriptions are captured in real-time as the audio is presented to the recording network and is available immediately upon the publication of the recording. This allows for all recordings captured, inside of the recording network, to be searched by the content spoken in the call and all other information captured in relation to the call. (i.e. ANI/ALI, CAD data, etc.)



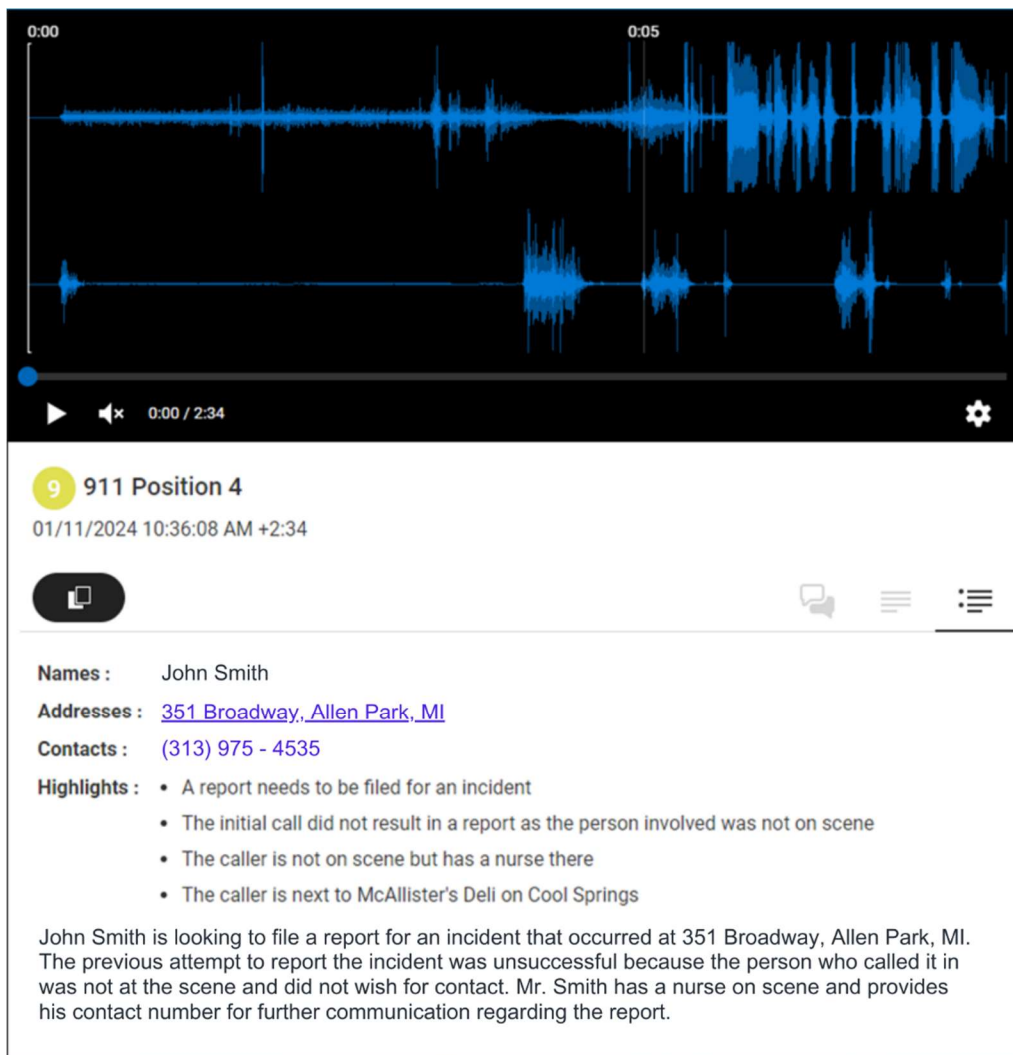
The screenshot displays the Equature Transcription interface. At the top, there is a waveform visualization of an audio recording, with a timeline from 0:00 to 0:05. Below the waveform is a video player interface with a play button, a volume icon, and a progress bar showing 0:00 / 2:34. Below the video player, the transcript is displayed. The transcript is titled "911 Position 4" and includes a timestamp "01/11/2024 10:36:08 AM +2:34". The transcript is organized into segments, each with a yellow circle containing the number "9". The segments are as follows:

- Segment 1: "I can let you speak to an officer." (0:06)
- Segment 2: "We need a report filled out, some sort of paper trail, and I'm trying to make sure that that hasn't happened." (0:16)
- Segment 3: "Now, it doesn't look like they did a report last night because it looks like they never had contact with him, and the person that called it in wasn't on scene and didn't wish contact." (0:31)
- Segment 4: "Okay." (0:41)
- Segment 5: "Well, I'm calling in now." (0:42)

AUTOMATED SUMMARIZATION

Equature Transcription now boasts a remarkable Automatic Call Summarization feature, transforming the interaction with call recordings. This tool efficiently condenses calls into brief, informative summaries, highlighting crucial details like names, phone numbers, and addresses. These summaries provide immediate access to key information, vastly improving response efficiency.

Enhancing user experience, the system integrates smart linking for addresses, allowing one-click access to maps. This feature offers instant visual and geographical context, crucial in public safety scenarios. Equature's innovation in combining summarization with mapping technology showcases their dedication to advancing emergency response systems.



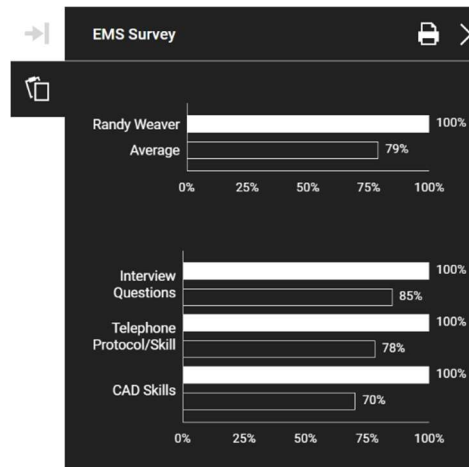
The screenshot displays a call recording interface. At the top, there is a waveform visualization of the audio recording, with a play button and a progress bar indicating 0:00 / 2:34. Below the waveform, the call is identified as "9 911 Position 4" with a timestamp of "01/11/2024 10:36:08 AM +2:34". A summary section follows, listing key details:

- Names :** John Smith
- Addresses :** [351 Broadway, Allen Park, MI](#)
- Contacts :** (313) 975 - 4535
- Highlights :**
 - A report needs to be filed for an incident
 - The initial call did not result in a report as the person involved was not on scene
 - The caller is not on scene but has a nurse there
 - The caller is next to McAllister's Deli on Cool Springs

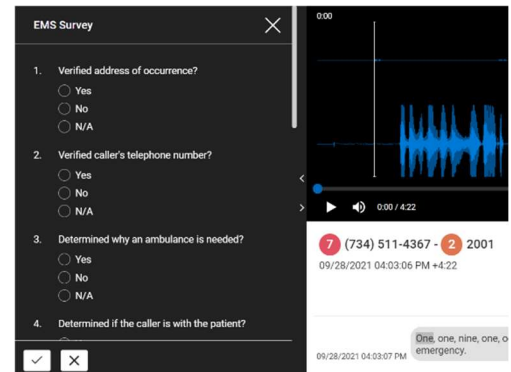
Below the highlights, a paragraph provides further context: "John Smith is looking to file a report for an incident that occurred at 351 Broadway, Allen Park, MI. The previous attempt to report the incident was unsuccessful because the person who called it in was not at the scene and did not wish for contact. Mr. Smith has a nurse on scene and provides his contact number for further communication regarding the report."

QUALITY ASSURANCE

Equature offers its own embedded quality assurance module that can be tailored to the specific dynamics of Wells County's internal quality assurance infrastructure. Equature offers a suite to build, import, edit and export quality assurance reports and surveys. These surveys can be easily accessed and applied to calls under review.



Equature's embedded quality assurance module provides the ability to easily access quality metrics across the department and more easily judge the performance of an individual versus the group. This allows centers to more rapidly identify weak points in the center and provide training improvement where needed.



EDINBURG POLICE DEPARTMENT

PROJECT COST & SCOPE OF WORK

Item	QTY	UNIT PRICE
Equature Enterprise Server	1	\$15,750.00
Talk Group Voice License	14	\$7,560.00
VoIP Voice License	60	\$28,404.00
Harris Integration License	1	\$13,500.00
ANI/ALI Capture License	1	\$2,835.00
Quality Assessment License	27	\$3,061.80
Transcription licenses (summaries included)	74	\$79,920.00
TOTAL:	---	151,030.80

Item	UNIT PRICE
Equature Maintenance	\$15,103.08/year

Item	UNIT PRICE
Installation/Configuration (one-time fee)	\$4,530.92

OR

EDINBURG PD EVEN ANNUAL INVESTMENT (5 YEAR): \$42,288.62

EDINBURG POLICE DEPARTMENT PROJECT COST INVESTMENT SCHEDULE

Even Investment Schedule

Year	Item(s)	Price
2024-2025	Even investment + Installation/configuration	\$46,819.54
2025-2026	Even investment	\$42,288.62
2026-2027	Even investment	\$42,288.62
2027-2028	Even investment	\$42,288.62
2028-2029	Even investment	\$42,288.62

EQUATURE TERMS OF AGREEMENT

Customer Name: City of Edinburg Police Department

Address: 1702 S Closner Blvd, Edinburg TX 78539

Contract Number: 17689520818

Equature (hereunder referred to as "PROVIDER"), upon acceptance of this Agreement by an authorized officer of its corporation, agrees to furnish to the above-designated entity (hereinafter referred to as "CUSTOMER") under the terms and conditions contained herein, maintenance and service on the listed equipment.

I. Terms of Agreement

- a) The PROVIDER agrees to provide turn-key services as outlined in the Scope of Work, including all required hardware, software, maintenance, support, warranty and monitoring to the CUSTOMER for a period of five (5) years starting **date of acceptance** (Effective Date).
- b) CUSTOMER acknowledges that this purchase constitutes a fully funded project, with all awards and payments directed to PROVIDER. This agreement, along with its associated payments, remains unaffected by any changes in CUSTOMER's organizational status, alignments, personnel, or other unspecified alterations. However, CUSTOMER retains the right to cancel the agreement at any time, but will be responsible for payments covering the total equipment, license costs, and services utilized up to the cancellation date. The total cost for equipment and licenses amounts to \$151,030.80 of the overall contract value. In the first year, \$42,288.62 is allocated to equipment and license costs, with \$27,185.54 allocated each subsequent year. Should any payment become overdue by more than 30 days, PROVIDER reserves the right to demand immediate payment of the remaining balance for the total equipment, license costs, and services rendered.

II. Payment Terms

- a) The CUSTOMER shall make annual payments in equal installments for the entire duration of the Agreement.
- b) Payments shall be due within [30] days of the invoice date provided by the PROVIDER.
- c) The payment amount for each year will be locked in at the beginning of the Agreement and shall not be subject to any increase throughout the five (5) year period provided the Scope of Work does not change.
- d) CUSTOMER agrees to pay the amount of \$42,288.62 (Annual Dues) plus \$4,530.92 (Professional Services Fee) due in full 30 days upon contract acceptance and \$42,288.62 annually on the anniversary of the Effective Date.
- e) The term of this Agreement shall be for five (5) years from the Effective Date.
- f) CUSTOMER may withhold or reduce payments due to PROVIDER under the following conditions:
 - i. CUSTOMER may withhold from any payment an amount not to exceed the value of the unfinished work item until such time as the work item is completed.

1. Completion of work is defined as successful delivery, installation, and configuration of all recording system hardware and software components by the PROVIDER based on the agreed upon scope of work. Any delays in third party integrations or other components caused by the CUSTOMER or external parties unrelated to the PROVIDER'S work shall not preclude the installation from being considered complete.
- ii. In the event of minor deficiencies in a completed milestone or stage that do not materially affect the usability or functionality of the work as a whole, CUSTOMER may withhold an amount not to exceed 125% of the estimated value to complete the deficient work, as mutually agreed upon by the parties.
- g) All invoices are due and payable Net 30. Any payment not received within thirty (30) days of the invoice date will incur a late fee of 1% per month on the outstanding balance.

III. Maintenance Agreement Charge

- a) This Maintenance Agreement charge is payable annually at the beginning of each term. The Agreement price shall remain fixed during the initial period (5 years).
- b) Charges include unlimited calls for remote support, available 24 X7, with a 4-hour response time, Equature software updates, remote access, remote alerts, all parts, and labor not excluded in section c or d.
- c) Charges do not include consumable, expendable, supply items, such as, CD disks, or External Archive Drives. The use of supplies other than those recommended by PROVIDER may cause adverse equipment performance. Maintenance required to correct inadequate performance or equipment malfunctions caused by inferior supplies shall be charged to the CUSTOMER at the current hourly maintenance rates.
- d) Charges do not include labor costs, installation charges, or equipment costs associated with system upgrades or changes to the PROVIDER configured system recommended or mandated by either party. This also extends to labor costs associated with on-site quality inspections or preventive maintenance, except in instances where a specific issue arises that cannot be effectively resolved through remote interventions. Any changes to the PROVIDER configured systems, whether initiated by the CUSTOMER or third parties not authorized by PROVIDER and resulting in a malfunction, will be addressed by PROVIDER on a time and material basis. Additionally, onsite support and configurations for changes made by the CUSTOMER or third parties not authorized by PROVIDER will incur charges on a time and material basis. Any malfunctions caused by the CUSTOMER, or third parties not authorized by PROVIDER, will be subject to charges on a time and material basis.
- e) The Provider is not responsible for any data loss that is caused by factors outside of its control, including but not limited to:
 - i. Acts of God, such as natural disasters, terrorist attacks, or war.
 - ii. Malicious attacks, such as hacking, ransomware, or data breaches.
 - iii. Technical problems, such as hardware failures or software errors caused by power outages or user error.
- f) The PROVIDER is not responsible for Microsoft Windows hot fixes, updates, and service packs. The PROVIDER is not responsible for anti-virus, anti-malware, and anti-spyware software. If the CUSTOMER encounters a virus the PROVIDER may assist at a cost and at the PROVIDERS discretion.
- g) All invoices are due and payable Net30.

- h) Failure to renew this agreement will result in the customer forfeiting their priority support status. All service and support activities will transition to a time and materials-based billing structure at the PROVIDER's prevailing hourly rates. Prior to initiating any analysis, troubleshooting, training, or other activities directly related to the PROVIDER's platform, the PROVIDER will require the customer to issue a purchase order based on the PROVIDER's estimate.
 - i. Time and materials-based support requests will be addressed on a first-come, first-served basis, with priority accorded to partners with active maintenance agreements.
 - ii. Renewal options include both multi-year agreements and the option to establish a one-year maintenance agreement.

IV. Maintenance of Equipment

PROVIDER will furnish maintenance, technical support, and service for the recording system per the terms herein.

- a) Support Coverage: Support includes hardware, software, interfaces, and any custom integrations that were explicitly agreed to by PROVIDER as part of the original scope of work. Support does not extend to any custom integrations developed separately from the original agreement.
- b) Technical Support: PROVIDER will provide 24/7/365 technical support by phone at 888-305-3428 or email at support@equature.com. Upon notification of an equipment malfunction from the CUSTOMER, PROVIDER will assign a service technician to make necessary repairs. The customer shall permit the service technician free access to the equipment while making the repair, including relevant password for normal system use. Remote troubleshooting will be attempted first to resolve any issues. If unsuccessful, onsite support can be dispatched as needed. Any malfunctions caused by the CUSTOMER, or third parties not authorized by PROVIDER will be subject to charges on a time and material basis.
- c) Monitoring and Alerts: PROVIDER monitors the system in real-time from the PROVIDER Network Operations Centers and responds to alerts based on severity level. Critical failures are addressed immediately, high priority failures by the next business day, and standard failures within 2 business days.
- d) Maintenance Process: Issues are reported by CUSTOMER via phone or email and assigned a severity level by PROVIDER based on impact. PROVIDER troubleshoots issues, escalating to engineering or vendors as needed. Status updates are communicated throughout. Onsite visits are scheduled if required.
- e) Escalation: If PROVIDER support personnel are unable to diagnose and resolve the issue within a reasonable time, PROVIDER will escalate the Issue to its Engineering Department, or to the appropriate Vendor as determined by the nature of the Issue.

V. Termination

- a) Early termination of this agreement by the CUSTOMER before the end of the 5-year term will incur a penalty equal to 100% of the total equipment, license costs, and services used up to the cancellation date, unless the termination is due to a material breach by the PROVIDER.

The total equipment and license costs amount to \$151,030.80 for the entire contract, with \$42,288.62 allocated for the first year and \$27,185.54 allocated for each subsequent year.

- b) Either party may terminate this Agreement due to a material breach by the other party by following the procedures outlined in the Material Breach clause of this Agreement.

VI. Transfer of Maintenance Service

If CUSTOMER relocates the equipment from the site shown herein, it shall be at the sole option of the PROVIDER to continue to provide maintenance under this Agreement, and this may result in additional cost to CUSTOMER. CUSTOMER should arrange for continuing maintenance with PROVIDER prior to relocation of equipment.

VII. Assignment

This Agreement may not be assigned, transferred, sublet, or pledged by the CUSTOMER without prior written consent of an authorized officer of the PROVIDER Corporation. However, this agreement may be assigned to an entity controlling, controlled by, or under common control with customer or any successor by merger.

VIII. Warranty

- a) The PROVIDER warrants that all hardware and software provided shall be free from defects in material and workmanship for the entire duration of this agreement.
- b) The PROVIDER shall promptly replace or repair any defective hardware or software at no additional cost to the CUSTOMER during the warranty period.

IX. Material Breach Clause

In the event of a material breach of this Agreement by either party, the non-breaching party shall have the right to terminate this Agreement with immediate effect. A material breach shall be deemed to have occurred if any of the following events take place:

- a) Failure to Make Payments: The CUSTOMER fails to make any payment due under this Agreement, and such failure continues for a period of [90] days after receiving written notice from the PROVIDER.
- b) Non-Compliance with Terms: Either party fails to fulfil any material obligation or condition stipulated in this Agreement, and such failure continues for a period of [90] days after receiving written notice from the other party.
- c) Unauthorized Disclosure: Any unauthorized disclosure of confidential information by either party or its employees, agents, or representatives, which results in significant harm or damage to the other party.
- d) Substantial Impairment: Any act or omission that substantially impairs the rights or interests of the other party or prevents the fulfillment of the essential purpose of this Agreement.
- e) Violation of Laws or Regulations: Either party engages in any unlawful, fraudulent, or unethical activities that are in direct violation of applicable laws or regulations, and such violation has a material adverse effect on the other party.

- f) **Breach of Warranty:** The PROVIDER fails to remedy any defects in hardware or software provided under this Agreement, as stipulated in the warranty section, within 30 days after receiving written notice from the CUSTOMER.

Notice of Breach:

In the event of a material breach, the non-breaching party shall provide written notice to the breaching party specifying the nature of the breach and providing a reasonable opportunity for the breaching party to cure the breach. The breaching party shall have a period of [90] days from the receipt of the notice to remedy the breach.

Termination:

If the material breach is not cured within the specified cure period or if the breach is of such a nature that it cannot be reasonably cured, the non-breaching party shall have the right to terminate this Agreement immediately by providing written notice to the breaching party.

Effect of Termination:

Upon termination due to a material breach, the non-breaching party shall be relieved of any further obligations under this Agreement, except for any rights or remedies that have already accrued. The breaching party shall be liable for any damages incurred by the non-breaching party as a result of the material breach.

No Waiver:

The failure of either party to enforce any provision of this Agreement at any time shall not be deemed a waiver of that provision or any other provision, nor shall it be deemed a waiver of the right to enforce such provision in the future.

X. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas exclusive of its conflicts of law provisions. For any legal action related to this agreement, the parties shall bear their own costs, including attorneys fees and expenses.

XI. Survival of Obligations

All obligations accrued but unfulfilled prior to expiration or termination of this Agreement shall survive.

XII. Entire Agreement

This document and the documents incorporated herein constitute the entire Agreement between the CUSTOMER and PROVIDER. This Agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to PROVIDER service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below.

PROVIDER:

Dictation Sales & Service dba Equature
18311 W. 10 Mile Rd.
Southfield, MI 48075

CUSTOMER:

City of Edinburg Police Department
1702 S Closner Blvd,
Edinburg TX 78539

Signature:_____

Signature:_____

Printed Name:_____

Printed Name:_____

Title:_____

Title:_____

Date:_____

Date:_____



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

AWARDING OF BIDS

Agenda Item No: 11.C.

Purchase-Furniture for Edinburg ACE Building

1. Agenda Item:

Consider Authorizing the Purchase and Installation of Classroom Furniture for the Edinburg ACE Building from Texas Wilson Inc. Through Texas Interlocal Purchasing Contract (TIPS) Contract No. 230301 and OMNIA Partners Cooperative Contract No. 2019.001899 in the Amount of \$205,595.61. [Leticia Leija, Director of Library & Cultural Arts]

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), OMNIA Partners Cooperative 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 ACE building is located just west of the Promenade Park Amphitheater and Water Garden and is Phase 2 of the revitalization of the area. The building consists of a 36,800 square foot multi-purpose building for hosting art classes, cultural events, conferences and other social events as well as to house some city operational functions. The building also includes a ballroom and café area.

The new furniture is to be installed in the classrooms in the Edinburg ACE Building. The building is scheduled to be completed by August 15, 2024.

Funding is available through American Rescue Plan Act (ARPA)-Coronavirus State and Local Fiscal Recovery Funds (SLFRR). Vendor is registered in the System for Award Management (SAM).

3. Staff's Recommendation:

Approve Authorizing the Purchase and Installation of Classroom Furniture for the Edinburg ACE Building from Texas Wilson Inc. Through Texas Interlocal Purchasing Contract (TIPS) Contract No. 230301 and OMNIA Partners Cooperative Contract No. 2019.001899 in the Amount of \$205,595.61.

Reviewed by:

Prepared by:

Tomas Reyna, Assistant City Manager

Attachments:

- A. 00500_ARPA Agreement Texas Wilson Furniture
- B. Q152887 Edinburg ACE Classrooms -FINAL 6-12-24 SEATING UPDATED
- C. EntityInformation_20240621-021614

DOCUMENT 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between **CITY OF EDINBURG** ("Owner") and Texas Wilson ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Supply, furnish, and install all furniture for the Classroom for the New Edinburg ACE Building. RM 137, RM 135, RM 129, RM 128, RM 139, RM 130 & Hallway, and RM 127 Computer Lab as listed in Exhibit "A".

- 1.02 Contractor is responsible for requesting a permit from the City of Edinburg – Permits Department in a timely manner as soon as a Notice to Proceed is issued (if necessary).

THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **ARPA Funding Mental Health Service ACE Building Classrooms.**

OWNER

- 3.01 The Owner, assume all duties and responsibilities of Engineer and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **the Owner.**

CONTRACT TIMES

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **September 30, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 30, 2024**

4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1 **Substantial Completion / September 30, 2024**
 - 2. Milestone 2 **Final Completion / October 10, 2024**

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion*: Contractor shall pay Owner **based on fees below** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

For Contract of Amount			Cost Per Day
\$5,000.00	To	\$25,000.00	\$100.00
\$25,000.01	To	\$100,000.00	\$200.00
\$100,000.01	To	\$500,000.00	\$250.00
\$500,000.01	To	\$1,000,000.00	\$300.00
\$1,000,000.01	To	\$2,000,000.00	\$400.00
\$2,000,000.01	To	\$3,000,000.00	\$500.00
\$3,000,000.01	To	\$4,000,000.00	\$600.00
\$4,000,000.01	To	\$5,000,000.00	\$700.00
\$5,000,000.01	And	Over	\$800.00

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$250.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, Owner is not precluded from recovering other damages, whether actual, direct, excess, or consequential, for such delay, including for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering,

construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of \$205,595.61
All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)	\$205,595.61
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The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$205,595.61**
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage); and
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

CONTRACT DOCUMENTS

- 7.01 *Contents*
- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of **N/A** sheets with each sheet bearing the following general title:

7. Addenda (N/A)
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of

the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions. The Supplementary Conditions may also the terms, conditions and provisions of the General Conditions.

8.04 Notice of Governing Law

- A. The Contractor agrees to abide by the applicable laws and regulations found in the Assurance of Compliance with Civil Rights Provisions and Federally Mandated Contract Provisions in Appendix II to 2 CFR Part 200, attached in Exhibits A & B.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the City of Edinburg (hereinafter referred to as “the Recipient”) must ensure that any contract or sub-award (hereinafter referred to as “the contractor”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient’s programs, services and activities, so long as any portion of the recipient’s program(s) is federally assisted in the manner proscribed above.

1. The Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. The Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing

regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities.

3. The Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

4. The Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities.

As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

5. The Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon.

The Contractor and Contractor's successors, transferees and assignees for the period in which such assistance is provided. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

APPENDIX II TO 2 CFR PART 200

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with 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”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to

the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **(Month) (Date), (Year)** (which is the Effective Date of the Contract).

Owner:

City of Edinburg

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Myra L Ayla

(typed or printed)

Title: City Manager

(typed or printed)

Attest:

(individual's signature)

Title: City Secretary

(typed or printed)

Address for giving notices:

City of Edinburg

415 W. University Drive

Edinburg, TX 78539

Designated Representative:

Name: Letty Leija

(typed or printed)

Title: Director of Library and Cultural Arts

(typed or printed)

Address:

415 W University Dr.

Edinburg, TX 78539

Phone: 956-388-8207

Email: letty@edinburglibrary.us

(If City of Edinburg is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If (Contractor Name) is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

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texaswilson.com
6812 fairgrounds pkwy
san antonio, texas 78238
p :: 210.647.8800
f :: 210.647.3110

Quotation 152887

Quote Date 06/26/24

Customer EDIN20

Terms PER CUSTOMER PO

Account Representative GLORIA RIVAS

Quote To

Toni Valdez
City of Edinburg
415 W University Dr
Edinburg TX 78539-4353

Ship To

Toni Valdez
City of Edinburg
415 W University Dr
Edinburg TX 78539-4353

tvaldez@cityofedinburg.com ;
grivas@texaswilson.com ;
accounting@texaswilson.com

tvaldez@cityofedinburg.com ;
grivas@texaswilson.com ;
accounting@texaswilson.com

Edinburg ACE Classrooms -FINAL 6-26-24

Diversified Furniture was priced using:
TIPS Contract Number:230301 Furniture, Furnishings & Services

Smith System Furniture was priced using:
STEELCASE/SMITH SYSTEM OMNIA Contract Number: 2019.001899

6-12 Week lead time

+++NOT ORDER READY+++

**FINISHES MUST BE APPROVED WITH FINAL SIGN OFF PRIOR TO ORDERING

THIS QUOTE MUST BE SPEC CHECKED FOR ACCURACY PRIOR TO ORDER PROCESSING

**FREIGHT PRICING SUBJECT TO CHANGE

Description	Quantity	Unit Price	Extended Price
RM 137			
1 GSC-22 - ART ROOM 1 (137) GENERAL STORAGE CABINET 48W 22D 84H 48"W x 22"D x 84"H Constructed of solid maple and maple veneers Double doors have a 3-point locking system Finished with a durable chemical resistant UV finish Includes two fixed and four adjustable 1" thick shelves Wood: Maple Stain:Northwoods DIVERSIFIE Tag For 137	1	1,696.96 3,813.40 55.50%	1,696.96

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description	Quantity	Unit Price	Extended Price
2 MLB72305D - INDUSTRIAL STEEL BENCH - FRAME COLOR Dark_Gray, 1.75 Rock Maple 1-3/4" Maple Top 1200 lbs weight capacity evenly distributed static load when the shelf and channel brace are installed 14 gauge steel frame, 12 gauge steel angles, and 16 gauge shelf 72"W x 30"D Height adjusts from 30" to 39"H Legs are welded construction with floor feet Minimal assembly required Rear stringer for added strength Three quarter deep lower shelf DIVERSIFIE Tag For 137	2	1,925.69 4,327.40 55.50%	3,851.38
3 WT7142M30N - ART ROOM 1 (137) WEDGING TABLE 1-1/4" Thick ChemGuard Table top wrapped with removable canvas 60"W x 30"D x 30"H A clay cutter wire mounted to the top and angled across the depth of the surface Constructed of solid maple Minimal assembly required The canvas top is held on with Velcro making it easy to remove, clean and reattach The wire is secured with a twist-lock fastener and is easily adjustable The wood is finished with a durable chemical resistant, non-emitting UV finish Wood: Maple Stain:Northwoods DIVERSIFIE Tag For 137	1	1,077.08 2,420.40 55.50%	1,077.08
4 MLB60305D - INDUSTRIAL STEEL BENCH - FRAME COLOR Dark_Gray, 1.75 Rock Maple 1-3/4" Maple Top 1200 lbs weight capacity evenly distributed static load when the shelf and channel brace are installed 14 gauge steel frame, 12 gauge steel angles, and 16 gauge shelf 60"W x 30"D Height adjusts from 30" to 39"H Legs are welded construction with floor feet Minimal assembly required Rear stringer for added strength Three quarter deep lower shelf DIVERSIFIE	3	1,755.26 3,944.40 55.50%	5,265.78

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description		Quantity	Unit Price	Extended Price
4	Tag For 137			
5	MLB48245D - ART ROOM 1 (137) INDUSTRIAL STEEL BENCH - FRAME COLOR Dark_Gray, 1.75 Rock Maple 1-3/4" Maple Top 1200 lbs weight capacity evenly distributed static load when the shelf and channel brace are installed 14 gauge steel frame, 12 gauge steel angles, and 16 gauge shelf 48"W x 24"D Height adjusts from 30" to 39"H Legs are welded construction with floor feet Minimal assembly required Rear stringer for added strength Three quarter deep lower shelf DIVERSIFIE Tag For 137	2	1,466.72 3,296.00 55.50%	2,933.44
6	S-24B - ROOM 137 STEEL HB SEAT W/BACKREST STOOL 24" 18 gauge frame 20 gauge seat Minimal assembly required The seat includes a recessed, tempered masonite panel overlay These stools have a welded frame with 14" seat and 24"H This model has a back rest DIVERSIFIE	12	209.77 471.40 55.50%	2,517.24
7	S-18B - ROOM 137 STEEL HB SEAT W/BACKREST STOOL 18" 18 gauge frame 20 gauge seat Minimal assembly required The seat includes a recessed, tempered masonite panel overlay These stools have a welded frame with 14" seat and 18"H This model has a back rest DIVERSIFIE	12	201.32 452.40 55.50%	2,415.84
8	106-3622M - 2 DOOR/2 DRAWER 36WX22D,MAPLE Base cabinets with two lockable drawers over two lockable doors Cabinet measures 36"W x 22"D x 35"H Cabinets can be ganged together Constructed of solid maple and maple veneers Finished natural with a chemical resistant UV finish Top and rubber base molding sold separately Wood: Maple Stain:Northwoods DIVERSIFIE	2	911.98 2,049.40 55.50%	1,823.96
9	214516F - 214516F TOP,PHENOLIC,0.75X74X24,BLK 3/4" phenolic resin surface 74"W x 24"D x 3/4"H Phenolic resin is	1	893.74 2,008.40 55.50%	893.74

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description	Quantity	Unit Price	Extended Price
9 very chemical resistant surface and acceptable for usage with Dry Ice Top includes 4" backsplash DIVERSIFIE Tag For Long top for line 8			
10 100283 - RUBBER BASE MOLDING,VINYL (SOLD BY FOOT) Measures 12" width by 4" height Rubber base molding finishes off toe kicks on base cabinets Sold per foot DIVERSIFIE	6	3.74 8.40 55.48%	22.44
11 206513 - CORNER,BASE,ASSY,SST,2CORNERSW/SCRW Stainless Steel Corner protectors for the rubber base molding. DIVERSIFIE	2	5.07 11.40 55.53%	10.14
Sub Total			22,508.00
TEXAS NON-TAXABLE			0.00
Total			22,508.00
RM 135			
12 WW31-0V-MOD - ART ROOM 2 (135) MOD : TO BE 36" HEIGHT 4-STATION WORKBENCH W/O VISES 2-1/4" maple top 64"W x 54"D x 31-1/4"H Constructed of solid maple and maple veneer Double faced cabinet with locking doors and includes an adjustable shelf The wood is finished with a durable chemical resistant, non-emitting UV finish Wood: Maple Stain:Northwoods DIVERSIFIE Tag For 135	2	3,047.54 6,848.40 55.50%	6,095.08
13 GSC-22 - ART ROOM 2 (135) GENERAL STORAGE CABINET 48W 22D 84H 48"W x 22"D x 84"H Constructed of solid maple and maple veneers Double doors have a 3-point locking system Finished with a durable chemical resistant UV finish Includes two fixed and four adjustable 1" thick shelves Wood: Maple Stain:Northwoods DIVERSIFIE Tag For 135	2	1,696.96 3,813.40 55.50%	3,393.92

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

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TITLE

DATE

Description	Quantity	Unit Price	Extended Price
14 WW33-0V-MOD - ART ROOM 2 (135) MOD TO BE 36" HIGHT 4-STATION WORKBENCH W/O VISES 2-1/4" maple top 64"W x 54"D x 31-1/4"H Constructed of solid maple and maple veneer Double faced cabinet has two doors and an adjustable shelf on one side and on the other side has 6 locking drawers The wood is finished with a durable chemical resistant, non-emitting UV finish Wood: Maple Stain:Northwoods DIVERSIFIE Tag For 135	3	4,197.86 9,433.40 55.50%	12,593.58
15 012-3622M - ART ROOM 2 (135) BASE CABINET, THREE 1/3 HEIGHT, HALF WIDTH DRAWERS BESIDE A FULL HEIGHT SOLID DOOR, HINGED RIGHT, 29 HIGH X 36 WIDE X 22 DEEP, LOCKING DOOR AND DRAWERS, 1 ADJUSTABLE SHELF, HARDBOARD 1/4" BACK, INTEGRAL SUBBASE Wood: Maple Stain:Northwoods DIVERSIFIE Tag For 135	4	955.86 2,148.00 55.50%	3,823.44
16 214516F - ART ROOM 2 (135) TOP,PHENOLIC,0.75X74X24,BLK 3/4" phenolic resin surface 74"W x 24"D x 3/4"H Phenolic resin is very chemical resistant surface and acceptable for usage with Dry Ice Top includes 4" backsplash DIVERSIFIE Tag For 135	2	893.74 2,008.40 55.50%	1,787.48
17 100283 - ART ROOM 2 (135) RUBBER BASE MOLDING,VINYL (SOLD BY FOOT) Measures 12" width by 4" height Rubber base molding finishes off toe kicks on base cabinets Sold per foot DIVERSIFIE Tag For 135	12	3.74 8.40 55.48%	44.88
18 206513 - ART ROOM 2 (135) CORNER,BASE,ASSY,SST,2CORNERSW/SCRW Stainless Steel Corner protectors for the rubber base molding. DIVERSIFIE Tag For 135	4	5.07 11.40 55.53%	20.28

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description	Quantity	Unit Price	Extended Price
19 S-24B - ROOM 137 STEEL HB SEAT W/BACKREST STOOL 24" 18 gauge frame 20 gauge seat Minimal assembly required The seat includes a recessed, tempered masonite panel overlay These stools have a welded frame with 14" seat and 24"H This model has a back rest DIVERSIFIE	24	209.77 471.40 55.50%	5,034.48
Sub Total			32,793.14
TEXAS NON-TAXABLE			0.00
Total			32,793.14
RM 129			
20 GSC-22 - ART ROOM 3 (129) GENERAL STORAGE CABINET 48W 22D 84H 48"W x 22"D x 84"H Constructed of solid maple and maple veneers Double doors have a 3-point locking system Finished with a durable chemical resistant UV finish Includes two fixed and four adjustable 1" thick shelves Wood: Maple Stain:Northwoods DIVERSIFIE Tag For 129	2	1,696.96 3,813.40 55.50%	3,393.92
21 012-3622M - ART ROOM 3 (129) BASE CABINET, THREE 1/3 HEIGHT, HALF WIDTH DRAWERS BESIDE A FULL HEIGHT SOLID DOOR, HINGED RIGHT, 29 HIGH X 36 WIDE X 22 DEEP, LOCKING DOOR AND DRAWERS, 1 ADJUSTABLE SHELF, HARDBOARD 1/4" BACK, INTEGRAL SUBBASE Wood: Maple Stain:Northwoods DIVERSIFIE Tag For 129	4	955.86 2,148.00 55.50%	3,823.44
22 214516F - ART ROOM 3 (129) TOP,PHENOLIC,0.75X74X24,BLK 3/4" phenolic resin surface 74"W x 24"D x 3/4"H Phenolic resin is very chemical resistant surface and acceptable for usage with Dry Ice Top includes 4" backsplash DIVERSIFIE Tag For 129	2	893.74 2,008.40 55.50%	1,787.48

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY	TITLE	DATE
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Description	Quantity	Unit Price	Extended Price
23 100283 - ART ROOM 3 (129) RUBBER BASE MOLDING,VINYL (SOLD BY FOOT) Measures 12" width by 4" height Rubber base molding finishes off toe kicks on base cabinets Sold per foot DIVERSIFIE Tag For 129	12	3.74 8.40 55.48%	44.88
24 206513 - ART ROOM 3 (129) CORNER,BASE,ASSY,SST,2CORNERSW/SCRW Stainless Steel Corner protectors for the rubber base molding DIVERSIFIE Tag For 129	4	5.07 11.40 55.53%	20.28
25 HLB7230LBB - ART ROOM 3 (129) HLB, ADJUSTABLE HEIGHT , 72IN WIDE X 30IN DEEP1.25 INCH PLASTIC LAMINATE TOP , BLACK , CASTERS INCLUDED Wood: NA Stain:Northwoods DIVERSIFIE Tag For 129	4	1,053.76 2,368.00 55.50%	4,215.04
26 WW33-0V-MOD - MOD TO BE 36" HIGHT 2-1/4" maple top 64"W x 54"D x 31-1/4"H Constructed of solid maple and maple veneer Double faced cabinet has two doors and an adjustable shelf on one side and on the other side has 6 locking drawers The wood is finished with a durable chemical resistant, non-emitting UV finish Wood: Maple Stain:Northwoods DIVERSIFIE Tag For 129	2	4,197.86 9,433.40 55.50%	8,395.72
27 WW31-0V-MOD - ART ROOM 3 (129) MOD : HIGHT TO BE 36" 4-STATION WORKBENCH W/O VISES 2-1/4" maple top 64"W x 54"D x 31-1/4"H Constructed of solid maple and maple veneer Double faced cabinet with locking doors and includes an adjustable shelf The wood is finished with a durable chemical resistant, non-emitting UV finish Wood: Maple Stain:Northwoods DIVERSIFIE Tag For 129	2	3,047.54 6,848.40 55.50%	6,095.08
28 ELHAMO - Elemental Half-Moon Table, 36" Depth X 72" Width Worksurface Finish: 790960 - FUSION MAPLE LAMINATE Edge: 1 1/4in Top w 3/8in Bmpr TMId	1	369.60 616.00 40.00%	369.60

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY	TITLE	DATE
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Description	Quantity	Unit Price	Extended Price
28 Edge Finish: CGR - CHARCOAL T MOLD Leg Finish: AP - Apple Height: EA - Adjustable Height SMITH			
29 33889 - Groove Fixed Height Stool- A Shell-24" Height Shell Finish: CHARCOAL - CHARCOAL Frame Finish: PLT - PLATINUM Glide: Standard Nylon Base Glide SMITH	8	115.20 192.00 40.00%	921.60
30 33889 - Groove Fixed Height Stool- A Shell-24" Height Shell Finish: PRSNBLUE - PERSIAN BLUE Frame Finish: PLT - PLATINUM Glide: Standard Nylon Base Glide SMITH	8	115.20 192.00 40.00%	921.60
31 33849 - Groove Stack Chair - A Shell-18" Height Shell Finish: CHARCOAL - CHARCOAL Frame Finish: PLT - PLATINUM Glide: Standard Nylon Base Glide SMITH	10	84.60 141.00 40.00%	846.00
32 33849 - Groove Stack Chair - A Shell-18" Height Shell Finish: PRSNBLUE - PERSIAN BLUE Frame Finish: PLT - PLATINUM Glide: Standard Nylon Base Glide SMITH	10	84.60 141.00 40.00%	846.00
Sub Total			31,680.64
TEXAS NON-TAXABLE			0.00
Total			31,680.64
RM 128			
33 WW31-0V-MOD - ART ROOM 4 (128) YOUTH MOD : 36" HIGHT 4-STATION WORKBENCH W/O VISES 2-1/4" maple top 64"W x 54"D x 31-1/4"H Constructed of solid maple and maple veneer Double faced cabinet with locking doors and includes an adjustable shelf The wood is finished with a durable chemical resistant, non-emitting UV finish Wood: Maple Stain:Northwoods	2	3,047.54 6,848.40 55.50%	6,095.08

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description		Quantity	Unit Price	Extended Price
33	DIVERSIFIE Tag For 128			
34	GSC-22 - ART ROOM 4 (128) YOUTH GENERAL STORAGE CABINET 48W 22D 84H 48"W x 22"D x 84"H Constructed of solid maple and maple veneers Double doors have a 3-point locking system Finished with a durable chemical resistant UV finish Includes two fixed and four adjustable 1" thick shelves Wood: Maple Stain:Northwoods DIVERSIFIE Tag For 128	2	1,696.96 3,813.40 55.50%	3,393.92
35	HLB7230LBB - ART ROOM 4 (128) YOUTH HLB, ADJUSTABLE HEIGHT, 72IN WIDE X 30IN DEEP 1.25 INCH PLASTIC LAMINATE TOP , BLACK , CASTERS INCLUDED Wood: NA Stain:Northwoods DIVERSIFIE Tag For 128	5	1,053.76 2,368.00 55.50%	5,268.80
36	012-3622M - ART ROOM 4 (128) YOUTH BASE CABINET, THREE 1/3 HEIGHT, HALF WIDTH DRAWERS BESIDE A FULL HEIGHT SOLID DOOR, HINGED RIGHT, 29 HIGH X 36 WIDE X 22 DEEP, LOCKING DOOR AND DRAWERS, 1 ADJUSTABLE SHELF, HARDBOARD 1/4" BACK, INTEGRAL SUBBASE Wood: Maple Stain:Northwoods DIVERSIFIE Tag For 128	4	955.86 2,148.00 55.50%	3,823.44
37	214516F - ART ROOM 4 (128) YOUTH TOP,PHENOLIC,0.75X74X24,BLK 3/4" phenolic resin surface 74"W x 24"D x 3/4"H Phenolic resin is very chemical resistant surface and acceptable for usage with Dry Ice Top includes 4" backsplash DIVERSIFIE Tag For 128	2	893.74 2,008.40 55.50%	1,787.48
38	100283 - ART ROOM 4 (128) YOUTH RUBBER BASE MOLDING,VINYL (SOLD BY FOOT) Measures 12" width by 4" height Rubber base molding finishes off toe kicks on base cabinets Sold per foot DIVERSIFIE	12	3.74 8.40 55.48%	44.88

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description		Quantity	Unit Price	Extended Price
38	Tag For 128			
39	206513 - ART ROOM 4 (128) YOUTH CORNER,BASE,ASSY,SST,2CORNERSW/SCRW Stainless Steel Corner protectors for the rubber base molding. DIVERSIFIE Tag For 128	4	5.07 11.40 55.53%	20.28
40	ELHAMO - Elemental Half-Moon Table, 36" Depth X 72" Width Worksurface Finish: 790960 - FUSION MAPLE LAMINATE Edge: 1 1/4in Top w 3/8in Bmpr TMId Edge Finish: APL - APPLE T MOLD Leg Finish: AP - Apple Height: EA - Adjustable Height SMITH	1	369.60 616.00 40.00%	369.60
41	33889 - Groove Fixed Height Stool- A Shell-24" Height Shell Finish: APPLE - APPLE Frame Finish: PLT - PLATINUM Glide: Standard Nylon Base Glide SMITH	8	115.20 192.00 40.00%	921.60
42	33889 - Groove Fixed Height Stool- A Shell-24" Height Shell Finish: CERULEAN - CERULEAN Frame Finish: PLT - PLATINUM Glide: Standard Nylon Base Glide SMITH	8	115.20 192.00 40.00%	921.60
43	33849 - Groove Stack Chair - A Shell-18" Height Shell Finish: APPLE - APPLE Frame Finish: PLT - PLATINUM Glide: Standard Nylon Base Glide SMITH	15	84.60 141.00 40.00%	1,269.00
44	33849 - Groove Stack Chair - A Shell-18" Height Shell Finish: CERULEAN - CERULEAN Frame Finish: PLT - PLATINUM Glide: Standard Nylon Base Glide SMITH	15	84.60 141.00 40.00%	1,269.00
Sub Total				25,184.68
TEXAS NON-TAXABLE				0.00
Total				25,184.68

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description	Quantity	Unit Price	Extended Price
RM 139			
45 SB-4PM - PAPER STORAGE CABINET 72"W x 30"D x 36-3/4"H Almond color 1-1/4" plastic laminate Constructed of solid maple and maple veneers Finished with a durable earth-friendly UV finish Fully dovetailed locking drawers This unit includes eight drawers with inside dimensions of 19-15/16"W x 18"D This unit includes seven pullout shelves behind locking doors, that measure inside dimensions of 42-15/16"W x 26-1/4"D Wood: Maple Stain:Northwoods DIVERSIFIE Tag For 139	3	3,716.19 8,351.00 55.50%	11,148.57
46 HLB7230LBB - ART ROOM 5 (139) HLB, ADJUSTABLE HEIGHT, 72IN WIDE X 30IN DEEP1.25 INCH PLASTIC LAMINATE TOP , BLACK , CASTERS INCLUDED Wood: NA Stain:Northwoods DIVERSIFIE Tag For 139	4	1,053.76 2,368.00 55.50%	4,215.04
47 GSC-22 - ART ROOM 5 (139) GENERAL STORAGE CABINET 48W 22D 84H 48"W x 22"D x 84"H Constructed of solid maple and maple veneers Double doors have a 3-point locking system Finished with a durable chemical resistant UV finish Includes two fixed and four adjustable 1" thick shelves Wood: Maple Stain:Northwoods DIVERSIFIE	4	1,696.96 3,813.40 55.50%	6,787.84
48 TS8PS2PKREV - Bivi; Power strip-1 circuit, 15 amperage, Package 2 Faceplate Finish: Accent Paint 4AV4 - BALTIC 4773 Power: 8 Power STEELCASE Tag For Production Studio 139 PS/PKG2	2	305.30 710.00 57.00%	610.60
49 TS8SCREENTREV - Bivi; Screen-Tackable Height: 19.00000 Width: 36.00000 Mount Option: Trough Screen Finish: Cogent: Connect 5S25 - GRAPHITE Base Finish: Textured Paint 7207 - BLACK	4	307.45 715.00 57.00%	1,229.80

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TITLE

DATE

Description		Quantity	Unit Price	Extended Price
49	Stanchion Finish: Textured Paint 7207 - BLACK STEELCASE Tag For Production Studio 139 SCT/33/19			
50	TS8ARCH - Bivi; Arch Height: Short Arch Finish: Accent Paint 4AV4 - BALTIC 4773 STEELCASE Tag For Production Studio 139 A/13	2	319.49 743.00 57.00%	638.98
51	TS8ARCHSIDE - Bivi; Storage-Side Width: 60.00000 Top Surface Finish: Woodgrain LPL 2L09 - CLEAR MAPLE (LPL) Edge Finish: Plastic - PG1 6237 - CLEAR MAPLE Case Finish: Accent Paint 4AV4 - BALTIC 4773 STEELCASE Tag For Production Studio 139 SSA	2	472.57 1,099.00 57.00%	945.14
52	TS2SLIM - Pedestal-Slim, Mobile Storage Finish: Textured Paint 7207 - BLACK Cushion Option: No Cushion Pull: Handle Pull Finish: Smooth Paint 0835 - BLACK Caster or Glide Type: Small Casters Drawer Access Side: Two Sided Lock Options: Standard Key Plug STEELCASE Tag For Production Studio 139 SMP/TS	8	327.94 863.00 62.00%	2,623.52
53	LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome LOCK: 9201 POLISHED CHROME KEYS: SK RAND STEELCASE	8	Actual 0.00 0.00%	Actual
54	TS31201A - Shortcut-Chair, Multipurpose Shell Finish: Plastic - PG1 6205 - BLACK Base Finish: Plastic - PG1 6205 - BLACK Cushion: With Cushion	8	377.54 878.00 57.00%	3,020.32

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ACCEPTED BY

TITLE

DATE

Description		Quantity	Unit Price	Extended Price
54	Cushion Finish: Cogent: Connect 5S21 - BLUE JAY Caster or Glide Type: Hard Casters STEELCASE Tag For Production Studio 139 SHORTCUT			
55	TS8TTAF - Bivi; Table-Plus Two Depth - 1: 30.00000 Depth - 2: 30.00000 Width: 48.00000 Top Surface Finish: Woodgrain LPL 2L09 - CLEAR MAPLE (LPL) Edge Finish: Plastic - PG1 6237 - CLEAR MAPLE Frame Finish: Accent Paint 4AV4 - BALTIC 4773 Leg Finish: Accent Paint 4AV4 - BALTIC 4773 Trough Finish: Accent Paint 4AV4 - BALTIC 4773 STEELCASE Tag For Production Studio 139 60/48	2	1,118.43 2,601.00 57.00%	2,236.86
56	TS8TTWF - Bivi; Table-For Two Depth - 1: 30.00000 Depth - 2: 30.00000 Width: 48.00000 Top Surface Finish: Woodgrain LPL 2L09 - CLEAR MAPLE (LPL) Edge Finish: Plastic - PG1 6237 - CLEAR MAPLE Frame Finish: Accent Paint 4AV4 - BALTIC 4773 Leg Finish: Accent Paint 4AV4 - BALTIC 4773 Trough Finish: Accent Paint 4AV4 - BALTIC 4773 STEELCASE Tag For Production Studio 139 60/50	2	1,361.38 3,166.00 57.00%	2,722.76
57	55011 - DOUBLE SEAT Surface Finish: SCOB - COBALT SMITH	1	1,506.00 2,510.00 40.00%	1,506.00
58	55010 - SINGLE SEAT Surface Finish: Alphabet SGLW - GLOW SMITH	1	783.00 1,305.00 40.00%	783.00

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY	TITLE	DATE
-------------	-------	------

Description	Quantity	Unit Price	Extended Price
59 56020 - OTTOMAN+ SURFACE WITH POWER Surface Finish: Alphabet SFGO - FOG Top Finish: Smith System Laminate 822060 - FRENCH PEAR LAMINATE Edge Finish: Smith System Plastic FRP - FRENCH PEAR SMITH	1	774.00 1,290.00 40.00%	774.00
60 33855 - Groove Mobile Stack Chair- A Shell-18" Height Shell Finish: CHARCOAL - CHARCOAL Frame Finish: PLT - PLATINUM SMITH	6	108.00 180.00 40.00%	648.00
61 33855 - Groove Mobile Stack Chair- A Shell-18" Height Shell Finish: PRSNBLUE - PERSIAN BLUE Frame Finish: PLT - PLATINUM SMITH	6	108.00 180.00 40.00%	648.00
Sub Total			40,538.43
TEXAS NON-TAXABLE			0.00
Total			40,538.43
RM 130 & HALLWAY			
62 55020 - FLOWFORM 15" STRAIGHT BENCH Surface Finish: Alphabet SAPL - APPLE SMITH	1	765.00 1,275.00 40.00%	765.00
63 55020 - FLOWFORM 15" STRAIGHT BENCH Surface Finish: Alphabet SCOB - COBALT SMITH	2	765.00 1,275.00 40.00%	1,530.00
64 55020 - FLOWFORM 15" STRAIGHT BENCH Surface Finish: Alphabet SGLW - GLOW SMITH	2	765.00 1,275.00 40.00%	1,530.00
65 55020 - FLOWFORM 15" STRAIGHT BENCH Surface Finish: Alphabet SHAB - HABANERO SMITH	1	765.00 1,275.00 40.00%	765.00
66 56020 - OTTOMAN+ SURFACE WITH POWER Surface Finish: Alphabet SFGO - FOG Top Finish: Smith System Laminate 822060 - FRENCH PEAR LAMINATE Edge Finish: Smith System Plastic FRP - FRENCH PEAR SMITH	2	774.00 1,290.00 40.00%	1,548.00

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description		Quantity	Unit Price	Extended Price
Sub Total				6,138.00
TEXAS NON-TAXABLE				0.00
Total				6,138.00
67	FREIGHT - Freight SMITH	1	2,280.00 0.00 0.00%	2,280.00
RM 127 Computer Lab				
68	TS8PS1PKREV - Bivi; Power strip-1 circuit, 15 amperage Faceplate Finish: Accent Paint 4AV4 - BALTIC 4773 Power: 4 Power STEELCASE Tag For Comp Lab 127 PS/PKG1	1	163.83 381.00 57.00%	163.83
69	TS8PS2PKREV - Bivi; Power strip-1 circuit, 15 amperage, Package 2 Faceplate Finish: Accent Paint 4AV4 - BALTIC 4773 Power: 8 Power STEELCASE Tag For Comp Lab 127 PS/PKG2	2	305.30 710.00 57.00%	610.60
70	TS8SCREENTREV - Bivi; Screen-Tackable Height: 19.00000 Width: 48.00000 Mount Option: Trough Screen Finish: Cogent: Connect 5S25 - GRAPHITE Base Finish: Textured Paint 7207 - BLACK Stanchion Finish: Textured Paint 7207 - BLACK STEELCASE Tag For Comp Lab 127 SCT/45/19	5	330.67 769.00 57.00%	1,653.35
71	TS31201A - Shortcut-Chair, Multipurpose Shell Finish: Plastic - PG1 6205 - BLACK Base Finish: Plastic - PG1 6205 - BLACK Cushion: With Cushion Cushion Finish: Cogent: Connect 5S21 - BLUE JAY Caster or Glide Type: Hard Casters STEELCASE Tag For Comp Lab 127 SHORTCUT	10	377.54 878.00 57.00%	3,775.40

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description		Quantity	Unit Price	Extended Price
72	TS8TTAF - Bivi; Table-Plus Two Depth - 1: 30.00000 Depth - 2: 30.00000 Width: 48.00000 Top Surface Finish: Woodgrain LPL 2L09 - CLEAR MAPLE (LPL) Edge Finish: Plastic - PG1 6237 - CLEAR MAPLE Frame Finish: Accent Paint 4AV4 - BALTIC 4773 Leg Finish: Accent Paint 4AV4 - BALTIC 4773 Trough Finish: Accent Paint 4AV4 - BALTIC 4773 STEELCASE Tag For Comp Lab 127 60/48	4	1,118.43 2,601.00 57.00%	4,473.72
73	TS8TTWF - Bivi; Table-For Two Depth - 1: 30.00000 Depth - 2: 30.00000 Width: 48.00000 Top Surface Finish: Woodgrain LPL 2L09 - CLEAR MAPLE (LPL) Edge Finish: Plastic - PG1 6237 - CLEAR MAPLE Frame Finish: Accent Paint 4AV4 - BALTIC 4773 Leg Finish: Accent Paint 4AV4 - BALTIC 4773 Trough Finish: Accent Paint 4AV4 - BALTIC 4773 STEELCASE Tag For Comp Lab 127 60/50	1	1,361.38 3,166.00 57.00%	1,361.38
74	FREIGHT - FREIGHT DIVERSIFIE	1	16,494.44 0.00 0.00%	16,494.44
75	INSTALLATION - Delivery and Installation is quoted to be done in one phase. Installation site is to be free and clear of debris and any trades. If site has a loading dock and/or freight elevator, customer shall provide exclusive access during unloading. Access to the building is to be no more than 40' from Texas Wilson's delivery truck. All cabling and electrical hook ups are to be provided by the customer. Anything outside the scope of work may result in additional labor fees. Labor to install product at customer's site. The following assumptions apply and anything outside of the standard scope may result in additional installation fees. Assumptions: delivery and installation during normal business hours on non-holidays with no stair carries. Installation is to be	1	15,940.00 0.00 0.00%	15,940.00

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE



texaswilson.com
6812 fairgrounds pkwy
san antonio, texas 78238
p :: 210.647.8800
f :: 210.647.3110

Description		Quantity	Unit Price	Extended Price
75	completed in one phase. All cabling and electrical hookups are to be provided by the customer. Installation site shall be clear of all other trades. Customer to provide a product staging area. If customer site has loading dock and/or freight elevator, customer shall provide exclusive access during unloading. Anything out of the scope of installation will be considered a change order and is subject to additional charges. TEXAS			
Sub Total				44,472.72
TEXAS NON-TAXABLE				0.00
Total				44,472.72
Quotation Totals				
Sub Total				205,595.61
TEXAS NON-TAXABLE				0.00
Grand Total				205,595.61

End of Quotation

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY _____ TITLE _____ DATE _____

UNIFORM CONDITIONS OF SALE

05/01/19 #104A

1. Prices quoted are valid for a period of thirty days (30) unless otherwise indicated.
2. Payments are due upon receipt. Customer agrees to pay Texas Wilson in full for any portion of the merchandise Customer has received. Merchandise held in Texas Wilson's warehouse over 25 days will be invoiced to the Customer.
3. Texas Wilson has the ability to charge interest on any past due invoice amounts at the highest rate permitted by applicable law. In the event that Texas Wilson retains legal counsel to collect any past-due payments, customer agrees to pay reasonable legal or collection fees, plus court costs and other disbursements required for the collection of past-due debt of Customer.
4. A customer representative must be present at time of delivery of goods to sign for and acknowledge count and condition of the merchandise being delivered. After delivery of merchandise all risk of loss or damage shall pass to the customer, including, but not limited to any loss or damage by weather, other trades, other person, customer, fire or other elements. The customer agrees to hold Texas Wilson harmless from loss for any and all reasons.
5. Orders may not be canceled once the manufacturer receives the order unless said manufacturer(s) agrees in writing to accept the cancellation.
6. Texas Wilson continually expedites orders and has influence with manufacturers' delivery schedules, however, we shall not be responsible for manufacturers' lead-times or freight companies' delivery time and shall not be liable for any failure delay or interruption in performance caused by strikes, fires, shortages of labor or materials, or any other cause beyond our control. The Customer cannot cancel any order due to lead-time or delayed delivery unless we receive written authorization from the manufacturer.
7. Merchandise may not be returned for refund of purchase price, credit or replacement except upon the specific written approval of Texas Wilson.
8. Texas Wilson is not liable for any failure, delay or interruption in the performance of this contract, which may result due to causes beyond our control. Delays beyond our control shall not release the customer from their obligations to accept and pay for the merchandise.
9. Pricing for orders is based on shipping product direct to the location designated by the customer where it will be unloaded and installed by Texas Wilson, unless otherwise specified. If the product is diverted to Texas Wilson's warehouse, the cost of the additional handling may be passed on to the customer.
10. If a Customer is not ready to receive or accept the merchandise upon its arrival from the manufacturer, Texas Wilson will store it for a fee of 85 cents per square foot per month or portion thereof. The charge per square foot may be subject to change.
11. Installation, if applicable, will be performed during Texas Wilson's regular (non holiday) business hours and business days. If installation is required outside of these times, the Customer shall be required to pay Texas Wilson additional charges for this work.
12. Texas Wilson accepts no responsibility for the accuracy or practicality thereof, if the products and quantities are specified or inventoried by others.
13. All responsibilities involving medications of the building structure or electrical connection, which incorporates product specified herein, shall be borne by the Customer.
14. All new merchandise sold by Texas Wilson is warranted per manufacturer's stated warranty. If the merchandise is defective due to workmanship or material, Texas Wilson will either repair or replace the merchandise. The Customer must promptly notify Texas Wilson in writing of any claim with respect to defects in the merchandise by specifically noting the alleged defect in the merchandise and affording Texas Wilson and the manufacturer a reasonable opportunity to examine the merchandise and investigate the alleged defect. Under no circumstance shall Texas Wilson be liable for damage beyond the Purchase Price paid by Buyer for such defective merchandise.
15. Texas Wilson will warrant their shop services for a period of 12 months from date of delivery.
16. Texas Wilson carries all insurance coverage common to and considered necessary for the operation of a multi-line office furniture dealership. Certificates of Insurance will be provided upon request prior to contract. Should any additional insurance and/or bid bond coverage be required, cost of such coverage will be invoiced to the customer as a separate charge. Said cost of additional insurance is in no way included in the pricing on our proposals.
17. Title to and ownership of all merchandise is and shall remain in Texas Wilson's name, notwithstanding delivery or possession of the customer, until the entire invoice is paid in full.
18. This agreement shall be governed in accordance with the laws of the State of Texas.
19. This agreement contains all the forms, provisions, conditions and warranties of the purchase agreement and no extension, modification, amendment or assignment of this agreement shall be valid unless approved in writing by an officer of Texas Wilson.
20. The Uniform Conditions of Sale are subject to change at any time at the discretion of Texas Wilson Office Furniture & Services.
21. Credit card transactions will incur a 3% buyer convince fee.

This is to certify that I have read and hereby agree to the **Uniform Condition of Sale** as stated in this document.

SELLER: TEXAS WILSON

Signature: _____

BUYER: _____

(Please Print Name): _____

Date: _____

(Please Print Title): _____

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE



THE CAPROCK GROUP, LLC

Unique Entity ID J2MCDGLXKWM7	CAGE / NCAGE 4HN39	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date May 20, 2025	
Physical Address 6812 Fairgrounds PKWY San Antonio, Texas 78238-4536 United States	Mailing Address 6812 Fairgrounds Parkway San Antonio, Texas 78238-4536 United States	

Business Information

Doing Business as TEXAS WILSON	Division Name (blank)	Division Number (blank)
Congressional District Texas 20	State / Country of Incorporation Texas / United States	URL https://www.texaswilson.com/

Registration Dates

Activation Date May 23, 2024	Submission Date May 20, 2024	Initial Registration Date Aug 16, 2006
--	--	--

Entity Dates

Entity Start Date Apr 28, 2003	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

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 (blank)
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 4HN39

Points of Contact

Electronic Business

 John Walvoord, vp of finance	6812 Fairgrounds Parkway San Antonio, Texas 78238 United States
Jennie Mayes, GSA SALES	6812 Fairgrounds Parkway San Antonio, Texas 78238 United States

Government Business

 Jennie Mayes, GSA SALES	6812 Fairgrounds Parkway San Antonio, Texas 78238 United States
john walvoord, vp of finance	6812 Fairgrounds Parkway San Antonio, Texas 78238 United States

Past Performance

 Tammy Poe	6812 Fairgrounds Parkway San Antonio, Texas 78238 United States
--	---

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	423210	Furniture Merchant Wholesalers
	484210	Used Household And Office Goods Moving
	541410	Interior Design Services
	541614	Process, Physical Distribution, And Logistics Consulting Services
	811420	Reupholstery And Furniture Repair

Product and Service Codes

PSC	PSC Name
7110	Office Furniture

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Texas	TX: Nueces, Hidalgo, Bexar	TX: San Antonio, McAllen-Edinburg-Mission, Corpus Christi



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

AWARDING OF BIDS

Agenda Item No: 11.D.

Purchase-Front Entrance Outdoor Furniture Edinburg ACE Building

1. Agenda Item:

Consider Authorizing the Purchase and Installation of Front Entrance Outdoor Furniture for the Edinburg ACE Building from Texas Wilson Inc. Through OMNIA Partners Cooperative Contract No. 07-100 in the Amount of \$19,963.08. [Leticia Leija, Director of Library & Cultural Arts]

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), OMNIA Partners Cooperative 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 ACE building is located just west of the Promenade Park Amphitheater and Water Garden and is Phase 2 of the revitalization of the area. The building consists of a 36,800 square foot multi-purpose building for hosting art classes, cultural events, conferences and other social events as well as to house some city operational functions. The building also includes a ballroom and café area.

The new furniture is to be installed outside of the front entrance of the Edinburg ACE Building. The building is scheduled to be completed by August 15, 2024.

Funding is available through the FY 2023-2024 General Fund Operating Budget, Library and Cultural Arts account.

3. Staff's Recommendation:

Approve Authorizing the Purchase and Installation of the Front Entrance Outdoor Furniture for the Edinburg ACE Building from Texas Wilson Inc. Through OMNIA Partners Cooperative Contract No. 07-100 in the Amount of \$19,963.08.

Reviewed by:

Tomas Reyna, Assistant City Manager

Prepared by:

Leticia Leija, Director of
Library and Cultural Arts

Attachments:

- A. Q152613 Edinburg ACE - Outdoor Furniture - FINAL 6-12-24
- B. 00500Agreement Texas Wilson Furniture



texaswilson.com
6812 fairgrounds pkwy
san antonio, texas 78238
p :: 210.647.8800
f :: 210.647.3110

Quotation 152613

Quote Date 06/12/24

Customer EDIN20

Terms PER CUSTOMER PO

Account Representative GLORIA RIVAS

Quote To

Toni Valdez
City of Edinburg
415 W University Dr
Edinburg TX 78539-4353

Ship To

Toni Valdez
City of Edinburg
415 W University Dr
Edinburg TX 78539-4353

tvaldez@cityofedinburg.com ;
grivas@texaswilson.com ;
accounting@texaswilson.com

tvaldez@cityofedinburg.com ;
grivas@texaswilson.com ;
accounting@texaswilson.com

Edinburg ACE Outdoor Furn FINAL 6-12-24

Landscape Forms OMNIA/NCPA Contract# 07-100

12 week lead time

Description	Quantity	Unit Price	Extended Price
LANDSCAPE FORMS			
1 Twig Air - Style: Plastic Backless Bench Mounting: Freestanding/Surface Mount Options: With LED Lights Seat Plastic Color: White Finish: Micro-textured LANDSCAPE Tag For Main Entrance Outdoor Furniture Twig Air	4	2,783.50 0.00 0.00%	11,134.00
2 SHIPPING & HANDLING - LANDSCAPE FORMS SHIPPING & HANDLING LANDSCAPE	1	7,493.00 0.00 0.00%	7,493.00
3 INSTALLATION - PHASE 2 Landscape Forms Installation 12 week lead time TEXAS	1	1,336.08 0.00 0.00%	1,336.08
Sub Total			19,963.08
TEXAS NON-TAXABLE			0.00
Total			19,963.08

Quotation Totals

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE



texaswilson.com
6812 fairgrounds pkwy
san antonio, texas 78238
p :: 210.647.8800
f :: 210.647.3110

Quotation 152613
Page 2 / 3 (cont'd)

Sub Total	19,963.08
TEXAS NON-TAXABLE	0.00
Grand Total	19,963.08

*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection.
Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample.
For accuracy, order and view an actual sample.*

End of Quotation

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

UNIFORM CONDITIONS OF SALE

05/01/19 #104A

1. Prices quoted are valid for a period of thirty days (30) unless otherwise indicated.
2. Payments are due upon receipt. Customer agrees to pay Texas Wilson in full for any portion of the merchandise Customer has received. Merchandise held in Texas Wilson's warehouse over 25 days will be invoiced to the Customer.
3. Texas Wilson has the ability to charge interest on any past due invoice amounts at the highest rate permitted by applicable law. In the event that Texas Wilson retains legal counsel to collect any past-due payments, customer agrees to pay reasonable legal or collection fees, plus court costs and other disbursements required for the collection of past-due debt of Customer.
4. A customer representative must be present at time of delivery of goods to sign for and acknowledge count and condition of the merchandise being delivered. After delivery of merchandise all risk of loss or damage shall pass to the customer, including, but not limited to any loss or damage by weather, other trades, other person, customer, fire or other elements. The customer agrees to hold Texas Wilson harmless from loss for any and all reasons.
5. Orders may not be canceled once the manufacturer receives the order unless said manufacturer(s) agrees in writing to accept the cancellation.
6. Texas Wilson continually expedites orders and has influence with manufacturers' delivery schedules, however, we shall not be responsible for manufacturers' lead-times or freight companies' delivery time and shall not be liable for any failure delay or interruption in performance caused by strikes, fires, shortages of labor or materials, or any other cause beyond our control. The Customer cannot cancel any order due to lead-time or delayed delivery unless we receive written authorization from the manufacturer.
7. Merchandise may not be returned for refund of purchase price, credit or replacement except upon the specific written approval of Texas Wilson.
8. Texas Wilson is not liable for any failure, delay or interruption in the performance of this contract, which may result due to causes beyond our control. Delays beyond our control shall not release the customer from their obligations to accept and pay for the merchandise.
9. Pricing for orders is based on shipping product direct to the location designated by the customer where it will be unloaded and installed by Texas Wilson, unless otherwise specified. If the product is diverted to Texas Wilson's warehouse, the cost of the additional handling may be passed on to the customer.
10. If a Customer is not ready to receive or accept the merchandise upon its arrival from the manufacturer, Texas Wilson will store it for a fee of 85 cents per square foot per month or portion thereof. The charge per square foot may be subject to change.
11. Installation, if applicable, will be performed during Texas Wilson's regular (non holiday) business hours and business days. If installation is required outside of these times, the Customer shall be required to pay Texas Wilson additional charges for this work.
12. Texas Wilson accepts no responsibility for the accuracy or practicality thereof, if the products and quantities are specified or inventoried by others.
13. All responsibilities involving medications of the building structure or electrical connection, which incorporates product specified herein, shall be borne by the Customer.
14. All new merchandise sold by Texas Wilson is warranted per manufacturer's stated warranty. If the merchandise is defective due to workmanship or material, Texas Wilson will either repair or replace the merchandise. The Customer must promptly notify Texas Wilson in writing of any claim with respect to defects in the merchandise by specifically noting the alleged defect in the merchandise and affording Texas Wilson and the manufacturer a reasonable opportunity to examine the merchandise and investigate the alleged defect. Under no circumstance shall Texas Wilson be liable for damage beyond the Purchase Price paid by Buyer for such defective merchandise.
15. Texas Wilson will warrant their shop services for a period of 12 months from date of delivery.
16. Texas Wilson carries all insurance coverage common to and considered necessary for the operation of a multi-line office furniture dealership. Certificates of Insurance will be provided upon request prior to contract. Should any additional insurance and/or bid bond coverage be required, cost of such coverage will be invoiced to the customer as a separate charge. Said cost of additional insurance is in no way included in the pricing on our proposals.
17. Title to and ownership of all merchandise is and shall remain in Texas Wilson's name, notwithstanding delivery or possession of the customer, until the entire invoice is paid in full.
18. This agreement shall be governed in accordance with the laws of the State of Texas.
19. This agreement contains all the forms, provisions, conditions and warranties of the purchase agreement and no extension, modification, amendment or assignment of this agreement shall be valid unless approved in writing by an officer of Texas Wilson.
20. The Uniform Conditions of Sale are subject to change at any time at the discretion of Texas Wilson Office Furniture & Services.
21. Credit card transactions will incur a 3% buyer convince fee.

This is to certify that I have read and hereby agree to the **Uniform Condition of Sale** as stated in this document.

SELLER: TEXAS WILSON

Signature: _____

BUYER: _____

(Please Print Name): _____

Date: _____

(Please Print Title): _____

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

DOCUMENT 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between **CITY OF EDINBURG** ("Owner") and Texas Wilson ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Supply, furnish, and install all outdoor furniture for the entrance way of the Edinburg ACE Building.

- 1.02 Contractor is responsible for requesting a permit from the City of Edinburg – Permits Department in a timely manner as soon as a Notice to Proceed is issued (if necessary).

THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Supply, furnish and install all outdoor furniture for the entrance way of the Edinburg ACE Building.**

OWNER

- 3.01 The Owner, assume all duties and responsibilities of Engineer and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **the Owner.**

CONTRACT TIMES

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **September 30, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 30, 2024**

4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 **Substantial Completion / September 30, 2024**
 2. Milestone 2 **Final Completion / October 10, 2024**

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **based on fees below** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

For Contract of Amount			Cost Per Day
\$5,000.00	To	\$25,000.00	\$100.00
\$25,000.01	To	\$100,000.00	\$200.00
\$100,000.01	To	\$500,000.00	\$250.00
\$500,000.01	To	\$1,000,000.00	\$300.00
\$1,000,000.01	To	\$2,000,000.00	\$400.00
\$2,000,000.01	To	\$3,000,000.00	\$500.00
\$3,000,000.01	To	\$4,000,000.00	\$600.00
\$4,000,000.01	To	\$5,000,000.00	\$700.00
\$5,000,000.01	And	Over	\$800.00

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$100.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, Owner is not precluded from recovering other damages, whether actual, direct, excess, or consequential, for such delay, including for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering,

construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of \$19,963.08

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)	\$19,963.08
---	-------------

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$19,963.08**
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage); and
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

CONTRACT DOCUMENTS

- 7.01 *Contents*
- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of **N/A** sheets with each sheet bearing the following general title:

7. Addenda (N/A)
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of

the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions. The Supplementary Conditions may also the terms, conditions and provisions of the General Conditions.

8.04 Notice of Governing Law

- A. The Contractor agrees to abide by the applicable laws and regulations found in the Assurance of Compliance with Civil Rights Provisions and Federally Mandated Contract Provisions in Appendix II to 2 CFR Part 200, attached in Exhibits A & B.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **(Month) (Date), (Year)** (which is the Effective Date of the Contract).

Owner:

Contractor:

City of Edinburg

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

Date:

(date signed)

Date:

(date signed)

Name:

Myra L Ayla

(typed or printed)

Name:

(typed or printed)

Title:

City Manager

(typed or printed)

Title:

(typed or printed)

(If **(Contractor Name)** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Attest:

(individual's signature)

Title:

City Secretary

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Address for giving notices:

City of Edinburg

415 W. University Drive

Edinburg, TX 78539

Designated Representative:

Designated Representative:

Name:

Letty Leija

(typed or printed)

Name:

(typed or printed)

Title:

Director of Library and Cultural Arts

Title:

(typed or printed)

Address:

415 W University Dr.

Edinburg, TX 78539

Phone: 956-388-8207

Email: letty@edinburglibrary.us

*(If City of Edinburg is a public body, attach evidence of
authority to sign and resolution or other documents
authorizing execution of this Agreement.)*

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

END OF DOCUMENT

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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

AWARDING OF BIDS

Agenda Item No: 11.E.

Purchase-Classroom Furniture for Edinburg ACE Building

1. Agenda Item:

Consider Authorizing the Purchase of Classroom Furniture for the Edinburg ACE Building from Texas Wilson Inc. Through OMNIA Partners Cooperative Contract No. 2019.001899 in the Amount of \$82,027.74. [Leticia Leija, Director of Library & Cultural Arts]

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), OMNIA Partners Cooperative 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 ACE building is located just west of the Promenade Park Amphitheater and Water Garden and is Phase 2 of the revitalization of the area. The building consists of a 36,800 square foot multi-purpose building for hosting art classes, cultural events, conferences and other social events as well as to house some city operational functions. The building also includes a ballroom and café area.

The new furniture is to be installed outside fo the front entrance of the Edinburg ACE Building. The building is scheduled to be completed by August 15, 2024.

Funding is available through the FY 2023-2024 General Fund Operating Budget, Library and Cultural Arts account.

3. Staff's Recommendation:

Approve Authorizing the Purchase of Classroom Furniture for the Edinburg ACE Building from Texas Wilson Inc. Through OMNIA Partners Cooperative Contract No. 2019.001899 in the Amount of \$82,027.74.

Reviewed by:

Tomas Reyna, Assistant City Manager

Prepared by:

Leticia Leija, Director of
Library and Cultural Arts

Attachments:

- A. 00500Agreement Texas Wilson Furniture 2
- B. Q153272 Edinburg ACE Multipurpose - STEELCASE 6-25-24

DOCUMENT 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between **CITY OF EDINBURG** ("Owner") and The Caprock Group, LLC DBA Texas Wilson ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Supply, furnish, and install all furniture for the for Cubicles 146, Lobby, and Offices 142, 144, 145, 147-151 of the Edinburg ACE Building.

- 1.02 Contractor is responsible for requesting a permit from the City of Edinburg – Permits Department in a timely manner as soon as a Notice to Proceed is issued (if necessary).

THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Supply, furnish and install all furniture for the for Cubicles 146, Lobby, and Offices 142, 144, 145, 147-151 of the Edinburg ACE Building.**

OWNER

- 3.01 The Owner, assume all duties and responsibilities of Engineer and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **the Owner**.

CONTRACT TIMES

- 4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **September 30, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 30, 2024**

4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1 **Substantial Completion / September 30, 2024**
 - 2. Milestone 2 **Final Completion / October 10, 2024**

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion:* Contractor shall pay Owner **based on fees below** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

For Contract of Amount			Cost Per Day
\$5,000.00	To	\$25,000.00	\$100.00
\$25,000.01	To	\$100,000.00	\$200.00
\$100,000.01	To	\$500,000.00	\$250.00
\$500,000.01	To	\$1,000,000.00	\$300.00
\$1,000,000.01	To	\$2,000,000.00	\$400.00
\$2,000,000.01	To	\$3,000,000.00	\$500.00
\$3,000,000.01	To	\$4,000,000.00	\$600.00
\$4,000,000.01	To	\$5,000,000.00	\$700.00
\$5,000,000.01	And	Over	\$800.00

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$200.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, Owner is not precluded from recovering other damages, whether actual, direct, excess, or consequential, for such delay, including for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering,

construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of \$82,027.74

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)	\$82,027.74
---	-------------

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$82,027.74**
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage); and
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

CONTRACT DOCUMENTS

- 7.01 *Contents*
- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
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 3. General Conditions.
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 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of **N/A** sheets with each sheet bearing the following general title:

7. Addenda (N/A)
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
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 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of

the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

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- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
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- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions. The Supplementary Conditions may also the terms, conditions and provisions of the General Conditions.

8.04 Notice of Governing Law

- A. The Contractor agrees to abide by the applicable laws and regulations found in the Assurance of Compliance with Civil Rights Provisions and Federally Mandated Contract Provisions in Appendix II to 2 CFR Part 200, attached in Exhibits A & B.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, _____ **24** (which is the Effective Date of the Contract).

Owner:

Contractor:

City of Edinburg

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

Date:

(date signed)

Date:

(date signed)

Name:

Myra L Ayla

(typed or printed)

Name:

(typed or printed)

Title:

City Manager

(typed or printed)

Title:

(typed or printed)

(If **(Contractor Name)** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Attest:

(individual's signature)

Title:

City Secretary

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Address for giving notices:

City of Edinburg

415 W. University Drive

Edinburg, TX 78539

Designated Representative:

Designated Representative:

Name:

Letty Leija

(typed or printed)

Name:

(typed or printed)

Title:

Director of Library and Cultural Arts

Title:

(typed or printed)

Address:

415 W University Dr.

Edinburg, TX 78539

Phone: 956-388-8207

Email: letty@edinburglibrary.us

*(If City of Edinburg is a public body, attach evidence of
authority to sign and resolution or other documents
authorizing execution of this Agreement.)*

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

END OF DOCUMENT

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Quote To

Toni Valdez
City of Edinburg
415 W University Dr
Edinburg TX 78539-4353

Ship To

Toni Valdez
City of Edinburg
415 W University Dr
Edinburg TX 78539-4353

tvaldez@cityofedinburg.com ;
grivas@texaswilson.com ;
accounting@texaswilson.com

tvaldez@cityofedinburg.com ;
grivas@texaswilson.com ;
accounting@texaswilson.com

Edinburg ACE Multipurpose - 6-25-24

***Sign off required on render and finish samples**

STEELCASE OMNIA Contract Number: 2019.001899

Description	Quantity	Unit Price	Extended Price
Cubicles 146			
1  TS31201A - Shortcut-Chair, Multipurpose Shell Finish: Plastic - PG1 6205 - BLACK Base Finish: Plastic - PG1 6205 - BLACK Cushion: With Cushion Cushion Finish: Cogent: Connect 5S21 - BLUE JAY Caster or Glide Type: Hard Casters STEELCASE Tag For Cubicles 146 SHORTCUT	12	377.54 878.00 57.00%	4,530.48
2  TS4FLIP2 - Table-Rectangle, Flip-top Size Option: Modular Width: 60.00000 Depth: 24.00000 Top Surface Finish: Woodgrain LPL 2L09 - CLEAR MAPLE (LPL) Grain Direction: Long Grain Edge Finish: Plastic - PG1 6237 - CLEAR MAPLE Leg: Cast Leg	6	974.38 2,266.00 57.00%	5,846.28

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description		Quantity	Unit Price	Extended Price
2	Leg Finish: Textured Paint 7207 - BLACK Mobility: Mobile - 4 Standard Casters Caster: 2 Lk Casters & 2 NonLk Casters Underside: Dark Modesty Panel: No Modesty Panel Power Access: With Flush Power Power Position: Center Power Configuration: 3 Power Power: No Modular Power Power Plug Type: Standard NEMA 5-15 3-Prong Flush Power Finish: Plastic - PG1 6527 - MERLE Cable Manager Application: No Cable Manager Ganging: Not Ganging STEELCASE Tag For Cubicles 146 24/60-FP-CL/F			
Sub Total				10,376.76
TEXAS NON-TAXABLE				0.00
Total				10,376.76
Lobby 101				
3	419A000 - Karman; Standard-Back Chair  Color Scheme: Black Frame Finish: Textured Paint 7207 - BLACK Upholstery Color Scheme: Non-Contrasting Back Finish: Intermix Shift KR12 - RED-BLUE Seat Finish: Intermix Shift KR12 - RED-BLUE Cylinder Type: Standard Range Base Finish: Plastic - PG1 6205 - BLACK Arm Type: Height,Width,Pivot,Depth Arm Arms Finish: Textured Paint 7207 - BLACK Caster or Glide Type: Soft Casters Lumbar Option: No Lumbar Coat Hanger: No Coat Hanger Packaging: Not Applicable STEELCASE Tag For Lobby 101 KARMAN	4	786.15 1,816.00 56.71%	3,144.60

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description		Quantity	Unit Price	Extended Price
4 	STLLNGCR1 - Umami; Lounge-Corner, Single	1	2,143.85	2,143.85
	Depth: 30.00000		4,045.00	
	Width: 30.00000		47.00%	
	Color Scheme: Monolithic Seat Finish: Graded In Prc. Grp. 7 59DG - GRADED IN PR. GRP. 7 THE DESIGNTEX GROUP Purchaser: VENDOR Pattern: SILICONE ELEMENT -3919 Color: AZURE -404 Direction: HORIZONTAL Frame Finish: Textured Paint 7207 - BLACK Power: No Power STEELCASE Tag For Lobby 101 UMAMI/CLS			
5 	STLLNGCR1 - Umami; Lounge-Corner, Single	1	2,143.85	2,143.85
	Depth: 30.00000		4,045.00	
	Width: 30.00000		47.00%	
	Color Scheme: Monolithic Seat Finish: Graded In Prc. Grp. 7 59DG - GRADED IN PR. GRP. 7 THE DESIGNTEX GROUP Purchaser: VENDOR Pattern: SILICONE ELEMENT -3919 Color: JAM -601 Direction: HORIZONTAL Frame Finish: Textured Paint 7207 - BLACK Power: No Power STEELCASE Tag For Lobby 101 UMAMI/CLS			
6 	STLLNGEC - Umami; Lounge-End cap	2	2,143.85	4,287.70
	Depth: 30.00000		4,045.00	
	Width: 30.00000		47.00%	
	Color Scheme: Monolithic Seat Finish: Graded In Prc. Grp. 7 59DG - GRADED IN PR. GRP. 7 THE DESIGNTEX GROUP Purchaser: VENDOR Pattern: SILICONE ELEMENT -3919 Color: YARROW -204 Direction: HORIZONTAL			

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description		Quantity	Unit Price	Extended Price
6	Frame Finish: Textured Paint 7207 - BLACK Arm Position: Arm Left Table: No Table Power: No Power STEELCASE Tag For Lobby 101 UMAMI/EC			
7	 STLLNGEC - Umami; Lounge-End cap Depth: 30.00000 Width: 30.00000 Color Scheme: Monolithic Seat Finish: Graded In Prc. Grp. 7 59DG - GRADED IN PR. GRP. 7 THE DESIGNTEX GROUP Purchaser: VENDOR Pattern: SILICONE ELEMENT -3919 Color: JAM -601 Direction: HORIZONTAL Frame Finish: Textured Paint 7207 - BLACK Arm Position: Arm Right Table: No Table Power: No Power STEELCASE Tag For Lobby 101 UMAMI/EC	2	2,143.85 4,045.00 47.00%	4,287.70
8	 STLLNGST1 - Umami; Lounge-Straight, Single Depth: 30.00000 Width: 30.00000 Color Scheme: Monolithic Seat Finish: Graded In Prc. Grp. 7 59DG - GRADED IN PR. GRP. 7 THE DESIGNTEX GROUP Purchaser: VENDOR Pattern: SILICONE ELEMENT -3919 Color: YARROW -204 Direction: HORIZONTAL Frame Finish: Textured Paint 7207 - BLACK Table: No Table Power: No Power STEELCASE	2	1,674.80 3,160.00 47.00%	3,349.60

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description		Quantity	Unit Price	Extended Price
8	Tag For Lobby 101 UMAMI/SLS			
9	 STLLNGST1 - Umami; Lounge-Straight, Single Depth: 30.00000 Width: 30.00000 Color Scheme: Monolithic Seat Finish: Graded In Prc. Grp. 7 59DG - GRADED IN PR. GRP. 7 THE DESIGNTEX GROUP Purchaser: VENDOR Pattern: SILICONE ELEMENT -3919 Color: AZURE -404 Direction: HORIZONTAL Frame Finish: Textured Paint 7207 - BLACK Table: No Table Power: No Power STEELCASE Tag For Lobby 101 UMAMI/SLS	2	1,674.80 3,160.00 47.00%	3,349.60
10	 STLPLTF1 - Umami; Platform-Single Depth: 30.00000 Width: 30.00000 Color Scheme: Monolithic Top Finish: Quarter Cut/Open Pore 3222 - QC/OP CLEAR MAPLE Frame Finish: Textured Paint 7207 - BLACK Table: No Table Power: No Power STEELCASE Tag For Lobby 101 UMAMI/PS30	2	1,458.56 2,752.00 47.00%	2,917.12
Sub Total				25,624.02
TEXAS NON-TAXABLE				0.00
Total				25,624.02
Offices 142, 144, 145, 147-151				
11	 CRMP - Modesty Panel, 13 3/4"H Width: 42.00000 Modesty Panel Finish: Woodgrain LPL 2L09 - CLEAR MAPLE (LPL) Bracket Finish: Textured Paint 7360 - MERLE	8	186.62 434.00 57.00%	1,492.96

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description		Quantity	Unit Price	Extended Price
11	STEELCASE Tag For Offices 142, 144, 145, 147-151 MP/42			
12	 USWS - Worksurface-Straight, Laminate, Plastic edge profile Size Option: Modular Depth: 30.00000 Width: 72.00000 Top Surface Finish: Woodgrain HPL 2409 - CLEAR MAPLE (HPL) Grain Direction: Long Grain Edge Finish: Plastic - PG1 6237 - CLEAR MAPLE Power Access: No Power Access Scallop: No Scallop Grommet: No Grommet Cord Drop: No Cord Drop STEELCASE Tag For Offices 142, 144, 145, 147-151 30/72	8	265.07 717.00 63.03%	2,120.56
13	436AIR3D - Steelcase Series 2; Chair-Air back, 3D microknit Back Color Scheme: Non-Contrasting Outer Back Back Finish: 3D Microknit 5T21 - LICORICE Air Back Finish: Plastic - PG1 6205 - BLACK Seat Finish: Cogent: Connect 5S26 - LICORICE Sewn Seat Upholstery Type: Non-Sewn Color Scheme: Black Base Finish: Plastic - PG1 6205 - BLACK Headrest Option: No Headrest Coat Hanger: No Coat Hanger Lumbar Option: Adjustable Lumbar Arm Type: Height,Width,Pivot,Depth Arm Cylinder Type: Standard Range Caster or Glide Type: Hard Casters Soil Retardant Option: No Soil Retardant STEELCASE Tag For Offices 142, 144, 145, 147-151 SERIES2	8	519.28 1,225.00 57.61%	4,154.24

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description	Quantity	Unit Price	Extended Price
14 TS31204A - Shortcut-Chair, Multi purpose, X base  Shell Finish: Plastic - PG1 6205 - BLACK Base Finish: Textured Paint 7207 - BLACK Cushion: With Cushion Cushion Finish: Cogent: Connect 5S21 - BLUE JAY Glide: Standard Glides STEELCASE Tag For Offices 142, 144, 145, 147-151 SHORTCUT	14	349.59 813.00 57.00%	4,894.26
15 RLF18361AF - Universal; Lateral file, Flush steel front, 1 1/2 high  open / open, 18D x 36W BASIC: 7207 BLACK TOP OPT: *OPT:TOP OPTIONS STL TOP: 1" STEEL TOP BASE OPT: *OPT:BASE OPTIONS UNIVBASE: UNIVERSAL BASE STEELCASE Tag For Offices 142, 144, 145, 147-151 LF/1.5/36	8	495.63 1,327.00 62.65%	3,965.04
16 RLF18361BF - Universal; Lateral file, Flush steel front, 1 1/2 high  drawer / drawer, 18D x 36W BASIC: 7207 BLACK LOCK: 9201 POLISHED CHROME KEYS: SK RAND TOP OPT: *OPT:TOP OPTIONS STL TOP: 1" STEEL TOP LOCK OPT: *OPT:DRAWER LOCK OPTIONS CENTRAL: STD:CENTRAL LOCKING DWR DWR ACC: *OPT:FILE DWR ACCESSORIES HF: STD:DRAWERS WITH HF'S WGHT PKG: *OPT:COUNTERWEIGHT PKG WEIGHT: COUNTERWEIGHT PKG BASE OPT: *OPT:BASE OPTIONS UNIVBASE: UNIVERSAL BASE STEELCASE Tag For Offices 142, 144, 145, 147-151 LF/1.5/36	8	701.43 1,878.00 62.65%	5,611.44

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

Description		Quantity	Unit Price	Extended Price
17	TS7WKSPT54 - Reinforcing channel, 54W STEELCASE  Tag For Offices 142, 144, 145, 147-151 RC/54	8	28.10 76.00 63.03%	224.80
18	UFP - Leg-Universal post  BASIC: 7207 BLACK STEELCASE Tag For Offices 142, 144, 145, 147-151 PS	16	95.01 257.00 63.03%	1,520.16
19	UFS1615H - Bracket-Intermediate support, 16D x 5 1/8H  BASIC: 7207 BLACK BRACING: *OPT:STORAGE BRACING OPTIONS NO BRACE: NO BRACE STEELCASE Tag For Offices 142, 144, 145, 147-151 IS1.5	8	134.57 364.00 63.03%	1,076.56
20	LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome  LOCK: 9201 POLISHED CHROME KEYS: SK RAND STEELCASE	8	Actual 0.00 0.00%	Actual
21	TSAEGROM - Grommet, Package Quantity 10  STEELCASE	1	31.94 85.00 62.42%	31.94
22	LABOR - Field Cut Grommet. 1 per Office TEXAS	8	55.00 0.00 0.00%	440.00
Sub Total				25,531.96
TEXAS NON-TAXABLE				0.00
Total				25,531.96
23	INSTALLATION - PHASE I Delivery and Installation is quoted to be done in two phases. Installation site is to be free and clear of debris and any trades. If site has a loading dock and/or freight elevator, customer shall provide exclusive access during unloading. Access to the building is to be no more than 40' from Texas Wilson's delivery truck. All cabling and electrical hook ups are to be provided by the customer. Anything outside the scope of work may result in additional labor fees. Labor to install product at customer's site. The following assumptions apply and anything outside of the standard scope may result in additional installation fees.	1	20,495.00 0.00 0.00%	20,495.00

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE



texaswilson.com
6812 fairgrounds pkwy
san antonio, texas 78238
p :: 210.647.8800
f :: 210.647.3110

Description		Quantity	Unit Price	Extended Price
23	Assumptions: delivery and installation during normal business hours on non-holidays with no stair carries. Installation is to be completed in one phase. All cabling and electrical hookups are to be provided by the customer. Installation site shall be clear of all other trades. Customer to provide a product staging area. If customer site has loading dock and/or freight elevator, customer shall provide exclusive access during unloading. Anything out of the scope of installation will be considered a change order and is subject to additional charges. TEXAS			
Quotation Totals				
Sub Total				82,027.74
TEXAS NON-TAXABLE				0.00
Grand Total				82,027.74

Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.

End of Quotation

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY	TITLE	DATE
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Finish Summary

Product Type	Finish Group Description	Finish Description	Finish
Panel	Modesty Panel Finish	2L09 - CLEAR MAPLE (LPL)	
	Bracket Finish	7360 - MERLE	
Worksurface	Top Surface Finish	2409 - CLEAR MAPLE (HPL)	
	Edge Finish	6237 - CLEAR MAPLE	
Support or Bracket	BASIC (PRIMARY FINISH)	BLACK	
Freestanding Storage	BASIC (PRIMARY FINISH)	BLACK	
	LOCK	POLISHED CHROME	
Storage Accessory	LOCK	POLISHED CHROME	
Table	Top Surface Finish	2L09 - CLEAR MAPLE (LPL)	
	Edge Finish	6237 - CLEAR MAPLE	
	Flush Power Finish	6527 - MERLE	
	Leg Finish	7207 - BLACK	
Seating	Top Finish	3222 - QC/OP CLEAR MAPLE	
	Seat Finish	59DG - GRADED IN PR. GRP. 7	No Image Available
	Cushion Finish	5S21 - BLUE JAY	
	Seat Finish	5S26 - LICORICE	
	Back Finish	5T21 - LICORICE	
	Base Finish	6205 - BLACK	
	Base Finish	6205 - BLACK	
	Base Finish	6205 - BLACK	
	Air Back Finish	6205 - BLACK	
	Shell Finish	6205 - BLACK	
	Base Finish	7207 - BLACK	
	Frame Finish	7207 - BLACK	
	Frame Finish	7207 - BLACK	
	Arms Finish	7207 - BLACK	
	Back Finish	KR12 - RED-BLUE	
	Seat Finish	KR12 - RED-BLUE	

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE



texaswilson.com
6812 fairgrounds pkwy
san antonio, texas 78238
p :: 210.647.8800
f :: 210.647.3110

Quotation 153272
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*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection.
Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample.
For accuracy, order and view an actual sample.*

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE

UNIFORM CONDITIONS OF SALE

05/01/19 #104A

1. Prices quoted are valid for a period of thirty days (30) unless otherwise indicated.
2. Payments are due upon receipt. Customer agrees to pay Texas Wilson in full for any portion of the merchandise Customer has received. Merchandise held in Texas Wilson's warehouse over 25 days will be invoiced to the Customer.
3. Texas Wilson has the ability to charge interest on any past due invoice amounts at the highest rate permitted by applicable law. In the event that Texas Wilson retains legal counsel to collect any past-due payments, customer agrees to pay reasonable legal or collection fees, plus court costs and other disbursements required for the collection of past-due debt of Customer.
4. A customer representative must be present at time of delivery of goods to sign for and acknowledge count and condition of the merchandise being delivered. After delivery of merchandise all risk of loss or damage shall pass to the customer, including, but not limited to any loss or damage by weather, other trades, other person, customer, fire or other elements. The customer agrees to hold Texas Wilson harmless from loss for any and all reasons.
5. Orders may not be canceled once the manufacturer receives the order unless said manufacturer(s) agrees in writing to accept the cancellation.
6. Texas Wilson continually expedites orders and has influence with manufacturers' delivery schedules, however, we shall not be responsible for manufacturers' lead-times or freight companies' delivery time and shall not be liable for any failure delay or interruption in performance caused by strikes, fires, shortages of labor or materials, or any other cause beyond our control. The Customer cannot cancel any order due to lead-time or delayed delivery unless we receive written authorization from the manufacturer.
7. Merchandise may not be returned for refund of purchase price, credit or replacement except upon the specific written approval of Texas Wilson.
8. Texas Wilson is not liable for any failure, delay or interruption in the performance of this contract, which may result due to causes beyond our control. Delays beyond our control shall not release the customer from their obligations to accept and pay for the merchandise.
9. Pricing for orders is based on shipping product direct to the location designated by the customer where it will be unloaded and installed by Texas Wilson, unless otherwise specified. If the product is diverted to Texas Wilson's warehouse, the cost of the additional handling may be passed on to the customer.
10. If a Customer is not ready to receive or accept the merchandise upon its arrival from the manufacturer, Texas Wilson will store it for a fee of 85 cents per square foot per month or portion thereof. The charge per square foot may be subject to change.
11. Installation, if applicable, will be performed during Texas Wilson's regular (non holiday) business hours and business days. If installation is required outside of these times, the Customer shall be required to pay Texas Wilson additional charges for this work.
12. Texas Wilson accepts no responsibility for the accuracy or practicality thereof, if the products and quantities are specified or inventoried by others.
13. All responsibilities involving medications of the building structure or electrical connection, which incorporates product specified herein, shall be borne by the Customer.
14. All new merchandise sold by Texas Wilson is warranted per manufacturer's stated warranty. If the merchandise is defective due to workmanship or material, Texas Wilson will either repair or replace the merchandise. The Customer must promptly notify Texas Wilson in writing of any claim with respect to defects in the merchandise by specifically noting the alleged defect in the merchandise and affording Texas Wilson and the manufacturer a reasonable opportunity to examine the merchandise and investigate the alleged defect. Under no circumstance shall Texas Wilson be liable for damage beyond the Purchase Price paid by Buyer for such defective merchandise.
15. Texas Wilson will warrant their shop services for a period of 12 months from date of delivery.
16. Texas Wilson carries all insurance coverage common to and considered necessary for the operation of a multi-line office furniture dealership. Certificates of Insurance will be provided upon request prior to contract. Should any additional insurance and/or bid bond coverage be required, cost of such coverage will be invoiced to the customer as a separate charge. Said cost of additional insurance is in no way included in the pricing on our proposals.
17. Title to and ownership of all merchandise is and shall remain in Texas Wilson's name, notwithstanding delivery or possession of the customer, until the entire invoice is paid in full.
18. This agreement shall be governed in accordance with the laws of the State of Texas.
19. This agreement contains all the forms, provisions, conditions and warranties of the purchase agreement and no extension, modification, amendment or assignment of this agreement shall be valid unless approved in writing by an officer of Texas Wilson.
20. The Uniform Conditions of Sale are subject to change at any time at the discretion of Texas Wilson Office Furniture & Services.
21. Credit card transactions will incur a 3% buyer convince fee.

This is to certify that I have read and hereby agree to the **Uniform Condition of Sale** as stated in this document.

SELLER: TEXAS WILSON

Signature: _____

BUYER: _____

(Please Print Name): _____

Date: _____

(Please Print Title): _____

I acknowledge that I have read and accepted this contract and the complete conditions of sale.

ACCEPTED BY

TITLE

DATE



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

CONTRACTUAL

Agenda Item No: 12.A.

Interlocal Agreement-TTBH

1. Agenda Item:

Consider Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Edinburg, Texas and Tropical Texas Behavioral Health Regarding Loaned Units for the Mental Health Officers Assigned to the Crisis Response Team. [Jaime Ayala, Police Chief]

2. Description:

The Edinburg Police Department recommends that the City allow the use of unmarked police units, which are to be loaned from Tropical Texas Behavioral Health (TTBH) for mental health-related calls. In addition, the City shall use the vehicles carefully and properly and shall comply with and conform to all national, state, municipal, police, and other laws, ordinances, regulations, and contractual agreements between TTBH and the City in any way relating to the possession and safe use of the vehicles. TTBH acknowledges and agrees that its employees shall not drive vehicles nor otherwise be entitled to use the vehicles while they are in the City's possession.

The term of this agreement shall be for one beginning on the date agreed upon on the agreement. The parties may agree to extend this agreement for up to 3 additional one-year terms. Either party may terminate this agreement at any time, for any reason or no reason, with thirty (30) days' written notice.

The mental health unit will utilize these unmarked units to provide unique support to the community. These units are equipped to facilitate interactions with community clients. There is no budget impact on the department for the units. Staff seeks approval to authorize the City Manager to execute an Interlocal Agreement between Tropical Texas Behavioral Health and the City of Edinburg to use loaned units to conduct operations.

3. Staff's Recommendation:

Approval Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Edinburg, Texas and Tropical Texas Behavioral Health Regarding Loaned Units for the Mental Health Officers Assigned to the Crisis Response Team.

Reviewed by:

Jaime Ayala, Chief of Police

Jesus Saenz, Assistant City Manager

Approved - 6/28/2024

Final Approval - 6/28/2024

Prepared by:

Iris Alvarado, Management

Services Administrator

Attachments:

A. Interlocal Agreement Tropical Texas Behavioral Health

INTERLOCAL AGREEMENT BETWEEN TROPICAL TEXAS BEHAVIORAL HEALTH AND THE CITY OF EDINBURG, TEXAS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing or the loan of necessary equipment and supplies, specifically as related to emergency fire services; and

WHEREAS, Tropical Texas Behavioral Health (the "TTBH") and the City of Edinburg, Texas (the "City") desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, and services; and

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the loan of vehicles to be utilized by peace officers and other authorized personnel employed by the City without cost to the City; and

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing or loan of the vehicles will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, TTBH desires protection against any liability, claim, suit, action, loss, or damage that may result from TTBH's authorization for the City's use of TTBH-owned patrol vehicles. The City wishes to minimize any hardship TTBH might suffer as the result of any liability, claim, suit, action, loss, or damage that may result from the City's use of the TTBH-owned vehicles;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. Loan of Vehicles.

TTBH hereby loans to the City, and the City hereby borrows from TTBH, the vehicles described in Exhibit A.

2. Term.

The term of this agreement will be for one year beginning ~~begin-on~~ December _____, 2023. The Parties may agree to extend this agreement for up to 3 additional one-year terms, and is renewable yearly. Either party may terminate this agreement at any time, for any reason or no reason, with thirty (30) days written notice.

3. Use.

The City shall use the vehicles in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances, regulations, and contractual agreements between the TTBH and the City in any way relating to the possession and safe use of the vehicles. TTBH acknowledges and agrees that its employees shall not drive vehicles nor otherwise be entitled to use the vehicles while they are in the City's possession.

4. General Maintenance, Repairs, and Replacement.

So long as a vehicle is within its useful life as determined by City policy, the City shall, at its own cost and expense, store, repair and maintain the vehicles. TTBH shall have no duty to repair or maintain the equipment as defined in Exhibit A while the equipment is within the possession of the City. TTBH shall have no duty to make any replacement of any equipment. The City shall return vehicles that reach the end of their useful life to TTBH in accordance with this agreement.

5. Loss and Damage.

The City will hold harmless and indemnify TTBH against any and all claims and actions arising out of the City's use of TTBH-owned vehicles, including, without limitation, expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the City's use of TTBH-owned vehicles, subject to the limits on indemnification contained herein. Where prohibited by law, the above indemnification does not include indemnification of TTBH against a claim caused by the negligence or fault of TTBH, its agent or employee, or any third party under the control or supervision of TTBH, other than the City or its agents, employees or subcontractors.

6. Limitations on Indemnification

TTBH will not be entitled to indemnification from the City for any expenses, judgments, fines, settlements and other amounts incurred as the result of the City's use of TTBH-owned vehicles where:

- a. the actions or conduct of TTBH constituted willful misconduct or was knowingly fraudulent or deliberately dishonest;
- b. TTBH will or has received payment under a valid and collectible insurance policy or under a valid and enforceable indemnity clause, bylaw or agreement, except where payment under this insurance policy, clause, bylaw or agreement is not sufficient to fully indemnify TTBH in which case the City will be responsible for any shortfall in payment received; or
- c. an action or proceeding was initiated in whole or in part by TTBH whether alone or along with one or more other claimants unless the action or proceeding has the written consent of the City.

7. Subrogation

In the event that any indemnity payment is made under this Agreement, the City will be subrogated to the extent of this payment to all of the rights of recovery of TTBH. TTBH will take all action required and provide all information necessary to secure these rights and to fully enable the City to take any action to enforce these rights in the recovery of the indemnity payment.

8. Surrender.

Upon the expiration or earlier termination of this agreement, or upon the end of a vehicle's useful life as determined by City policy, the City shall return the vehicle(s) to TTBH in good repair, condition and in equal working order as was received, with exception of ordinary wear and tear resulting from proper use thereof, by delivering the vehicles, at the City's cost and expense, to the place TTBH specifies within the city or county in which the vehicle was delivered to the City.

9. Ownership.

The vehicles are, and will at all times remain, the sole and exclusive property of TTBH and the City has no right, title or interest in the vehicles. Any material or expense contributed to the repair or upkeep of the vehicles shall remain with the vehicles upon surrender and shall be the property of TTBH.

Executed and effective this 31st ^{MAY, 2024} day of ~~December~~, 2023.

Tropical Texas Behavioral Health



W. Terry Crocker
Chief Executive Officer

City of Edinburg, Texas

Ramiro Garza Jr. Mayor



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

APPOINTMENTS

Agenda Item No: 13.A.

Appointments

1. **Agenda Item:**

Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Civil Service Commission, One Member; Planning and Zoning Commission, One Member; Public Library Board, One Member. [Clarice Y. Balderas, City Secretary]

2. **Description:**

City staff is presenting the following Appointments to the City Advisory Board, Council, Commission and Committee for consideration:

Civil Service Commission (1 Member) - Function: Provide classification for Civil Service police officers. They establish these classifications by ordinance and prescribe number of positions in each classification as specified under the Municipal Civil Service Act. *Note: By law Civil Service has unlimited 3 yr terms.

Present Member(s): Robert Fernandez

Application(s): Robert Fernandez

Planning and Zoning Commission (1 Member) - Function: Review and make recommendations to the City Council on rezoning; special use permits; and subdivisions.

Present Member(s): Elias Longoria, Jr.

Applicant(s): Elias Longoria, Jr., Dustin Garza

Public Library Board (1 Member) - Function: The Edinburg Public Library Advisory Board acts as a liaison between the community and City Council to promote and support library services and programs. Board members also assist the Library Director in developing policies, promoting the library and planning the future of the library.

Present Member(s): Judith M. Benavides

Applicants: Judith M. Benavides, Bernadette Perez, Lilia Brown, Alexandra Rodriguez

CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES

Sec. 32.01 – Residence or tax paying status requirements for membership.

1. Unless otherwise provided for, all members of boards, councils, commissions, and committees appointed by the Mayor and/or City Council pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.

2. Unless otherwise provided for, any member of a board, council, commission, or committee who, after such member's appointment, shall change such member's residence of property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, council, commission, or committee.

Sec. 32.02 – Appointment of members; filling vacancy.

1. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, all appointments to boards, councils, commissions, and committees shall be made by the City Council.
2. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, and except for the Edinburg Economic Development Corporation and Civil Service Commission, all appointments to boards, councils, commissions, and committees shall serve two-year terms with no limits on the number of terms they may serve. Board members whose two-year term has ended may continue to serve until a replacement has been appointed.
3. Any vacancy, for whatever reason, of membership of any board, council, commission, or committee shall be filled by the Mayor and/or City Council in the same manner as the original appointment. Unless otherwise provided for, rather than serve out only the unexpired term of the vacant position, all appointees to fill vacancies shall begin a new, full term upon appointment.

Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the following meeting for purposes authorized by Resolution.

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

3. Staff's Recommendation:

Approve Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Civil Service Commission, One Member; Planning and Zoning Commission, One Member; Public Library Board, One Member.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Sarah Bryan
Administrative Specialist

Attachments:

A. 07022024 APPOINTMENTS

APPOINTMENTS

CIVIL SERVICE COMMISSION	Function: Provide classification for Civil Service police officers. They establish these classifications by ordinance and prescribe number of positions in each classification as specified under the Municipal Civil Service Act. *Note: By law Civil Service has unlimited 3 yr terms.	
Robert Fernandez	Current Member	
Applicants	Board/Committee-Experience/History	
Robert Fernandez		Current Civil Service Commissioner since July 03, 2018
PLANNING AND ZONING COMMISSION	Function: Review and make recommendations to the City Council on rezoning; special use permits; and subdivisions.	
Elias Longoria, Jr.	Current Member	
Applicants	Board/Committee-Experience/History	
Elias Longoria, Jr.		I have been a past City Council Member and have served on the Planning and Zoning Commission for six years. I am the current vice chair of the Planning and Zoning Commission and have served on many non profit boards in the area.
Dustin Garza		I have served on the Planning and Zoning Board in the past for the city of Edinburg. I have also served in other boards not strictly pertaining to the City of Edinburg.
PUBLIC LIBRARY BOARD	Function: The Edinburg Public Library Advisory Board acts as a liaison between the community and City Council to promote and support library services and programs. Board members also assist the Library Director in developing policies, promoting the library and planning the future of the library.	
Judith Benavides	Current Member	
Applicants	Board/Committee-Experience/History	
Judith Benavides		Children Art's and Literacy Festival, Junior League-Committee Member-2014-15; MLS Committee (Greater McAllen Association of Realtors)- 2019-2023 Board of Director (GMAR)- 2021-2023; Multiple Listing Service (MLS) Chair - 2023; City of Edinburg Library Advisory Board- 2022-Present
Bernadette Perez		I currently do not serve on any boards due to my occupation. I work for a private non-profit that funds in the four county region. I work closely with different non-profits valley-wide and their boards to enhance the capacity of their organizations through grant funding. I believe that libraries serve as a vital community hub, offering access to a wealth of information, education, and cultural resources. I have been involved with the IDEA Gala committee to fundraiser for the event. I am also a member of St. Joseph Catholic Church in Edinburg.
Lilia Brown		I have been an educator for 24 years serving in various roles from teaching, campus administrator and I now serve at UTRGV College of Education. I have been a volunteer for many years serving the community
Alexandra Rodriguez		City of Edinburg - Zoning Board of Adjustment (2023-Present); UTRGV Robert C. Vackar College of Business & Entrepreneurship - Graduate and Professional Programs Advisory Committee (2023-Present); Copperfield Homeowners Association - President (2023-Present); Teach for America RGV - Gala Committee (2021-2022); Halliburton Charitable Foundation - Charity Golf Tournament Committee (2016-2019); Big Brothers Big Sister Lone Star - Mentor 2.0 Program (2018-2019); Museum of Fine Arts Houston - Volunteer (2018-2019); Houston Zoo - Volunteer (2018-2019); National Football League - Super Bowl LI Volunteer (2017); JJ Watt Charity Classic - Volunteer (2016); The Hobby Center - Volunteer (2015-2016); Houston Food Bank - Volunteer (2015-2016); Texas Park and Wildlife Department - Volunteer (2010)



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

CONSENT AGENDA

Agenda Item No: 14.A.

Agreement-Hanson Professional Services, Inc.

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of \$291,750.00 for FY2024 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Enter Into Agreements Relating Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

2. Description:

The agreement encompasses all services necessary to conduct our groundwater and gas sampling, analysis and reporting; gas well field sampling and analysis; leachate, Title V, NSPS sampling, analysis, and reporting; surveying; project management; site evaluation, and reporting; along with their submissions to the Texas Commission on Environmental Quality for the City's Type I and IV Landfill Facilities as required under their current permit obligations.

The Agreement further encompasses necessary technical and construction/operational assistance (General Services) to Landfill Personnel. Staff foresees the importance of sustaining continuity in the understanding and application of the operational, technical and environmental requirements of the City's landfill and its continued development. Therefore, Hanson Professional Services, Inc., who was appointed as the Landfill's Engineer of Record by the Edinburg City Council on March 16, 2021, and is currently providing environmental engineering services to Edinburg's Regional Sanitary Landfill, is being recommended to continue with this project due to their experience, familiarity and expertise with the operation and its permit requirements. The Edinburg Landfill under its current operational permit obligations must submit reporting providing assurance that our operations, construction and landfill activities are compliant with our current state and federal operating permit obligations ensuring public health and safety. These assurances/reports are required under Title 30 of the Texas Administrative Code, Chapter 330 and its subsequent subchapters and Title V of the Code of Federal Regulations.

If approved, this project is expected to be completed six (6) months upon issuance of the purchase order.

Staff has verified that no monies are owed to the City by Hanson Professional Services, Inc. Funding is available through the FY 2023-2024 Budget under Solid Waste Management Fund, Contractual and Maintenance, Professional Services.

3. Staff's Recommendation:

Approve authorizing the City Manager to Enter into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of \$291,750.00 for FY2024 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Enter Into Agreements Relating Thereto.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management
Tomas Reyna, Assistant City Manager

Prepared by:

Celene Casarez, Assistant
Director of Solid Waste
Management

Attachments:

- A. Proposal - FY2024 Semi-Annual
- B. Agreement with Hanson Professional Services, Inc.
- C. Master Agreement - C-233-21 Hanson Professional Services

May 31, 2024

Mr. Ramiro L. Gomez, Jr.
Director of Solid Waste Management
City of Edinburg
8601 N. Jasman Road
Edinburg, Texas 78542

Re: Edinburg Regional Disposal Facility
FY 2024 Second Semi-Annual Compliance Services Proposal

Dear Mr. Gomez:

Hanson Professional Services Inc. (Hanson) is pleased to provide this proposal to the City of Edinburg for professional services to support the Edinburg Regional Disposal Facility (TCEQ Permit MSW-956C and TCEQ Permit MSW-2302). This scope of services will be for Fiscal Year 2024 Second Semi-Annual Compliance Services.

Hanson will provide consulting services in support of the City's compliance with local, state and federal regulations, including TCEQ permits MSW-956C and MSW-2302. These services will include the following:

- Groundwater Monitoring and Reporting Services-MSW-956C and MSW-2302
 - Reporting for June 2024 Semi-Annual Detection /Assessment Monitoring Event for MSW-956C (Statistical Evaluation and Report Preparation for 27 Monitoring Wells within 60 days of the June 2024 Event), Verification Resampling of monitoring wells demonstrating Statistically Significant Increases (SSI's) (estimated 14 wells), and Alternate Source Demonstrations (ASD's) (estimated 14 wells) for each event.
 - Reporting for June 2024 Annual Detection Monitoring Event for MSW-2302 (7 Monitoring Wells), Verification Resampling of monitoring wells demonstrating SSI's (estimated 4 wells), and Alternate Source Demonstrations (ASD's) (estimated 4 wells) for this event.
 - December 2024 Semi-Annual Detection /Assessment Monitoring Groundwater Sampling Event (27 Monitoring Wells) for MSW-956C.
 - Background Update Report Preparation. Compile historical sampling and analytical data from existing monitoring wells to prepare a Background Update Report for submittal to the TCEQ.
- Waste profile reviews. Review of requests for acceptance of special wastes for disposal based on up to sixteen (16) individual waste streams. Each review will identify whether the request can be accepted under the facility's Waste Acceptance Plan, Site Operating Plan, and TCEQ regulations. The review will also identify any required management practices, reporting and record keeping. This item has been estimated as an allowance based on the work effort in prior quarters.

- Meetings with the Solid Waste Management staff. Meetings with the Director or his designated department staff regarding Solid Waste Management operations, infrastructure, regulatory or planning issues. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for two (2) meetings.
- Coordination with other consultants, including scheduling, development of specific task order scopes upon request by the Solid Waste manager, and review of task order deliverables. This item has been estimated as an allowance based on the work effort in prior quarters.
- Professional opinions and recommendations on permit provisions. When requested by the Solid Waste Management Department, provide professional interpretation, opinions and recommendations regarding requirements of TCEQ permits MSW-956C and MSW-2302, as well as other local, state and federal regulations. This item has been estimated as an allowance based on the work effort in prior quarters.
- TCEQ information requests. Assist the Solid Waste Management Department with responses to TCEQ requests for information or records. This item has been estimated as an allowance based on the work effort in prior quarters.
- Coordination/meetings with TCEQ. Upon request by the Solid Waste Management Department, provide representation for the City at interactions with the TCEQ. Interactions may be at in-person meetings locally or the TCEQ regional or state office locations, via tele-conferencing, email correspondence, or telephone communications. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for one (1) meeting each quarter. It is assumed that additional meetings up to the estimated allowance will be held virtually (Teams, Zoom, etc.)
- Leachate system maintenance coordination. Coordinate vendor services with Landmarc Environmental Systems, LLC (Landmarc) or another qualified subcontractor on a periodic basis to inspect the leachate management system and enable repairs as needed on a timely basis. Invoicing from services provided by Landmarc will be submitted as a subcontract item on Hanson's invoicing to the City.
- Landfill Gas (LFG) verification and reporting. Upon request by the Solid Waste Management Department, perform LFG probe verification sampling and reporting. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for one (1) site visit each quarter.
- Surveying. Provide surveying services not associated with specific infrastructure projects on an as-needed basis. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for two (2) days of survey crew field time, plus additional office time for a Texas registered professional land surveyor (RPLS) as needed up to the estimated allowance.
- Annual aerial topographic survey. Coordinate vendor services with United Geo Technologies, LLC or other qualified vendor for an aerial survey of the landfill units at the Facility up to the budgeted amount. Invoicing from United Geo Technologies will be submitted as a subcontract item on Hanson's invoicing to the City. This also includes a capacity assessment based upon the aerial topographic survey.

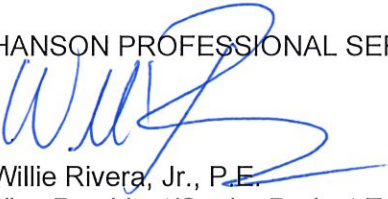
SUMMARY OF FEES

The cost to complete the Scope of Services identified above is estimated to be \$291,750. This work will be performed on a time and materials basis at the unit rates in effect at the time the services are provided. A copy of Hanson's current rate sheet is attached. Rates are subject to adjustment at the beginning of each calendar year.

Please give me a call if you have any questions or if I can provide any additional information.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.

A handwritten signature in blue ink, appearing to read 'Willie Rivera, Jr.', is written over the printed name.

Willie Rivera, Jr., P.E.
Vice President/Senior Project Engineer

2024 Hanson Professional Services Inc.
BASIS OF PAYMENT
CONSULTING SERVICES

The following schedule is for normal design and consulting services provided on an hourly basis.

1. **ENGINEER/SCIENTIST POSITIONS:**

ENGINEER/SCIENTIST I	\$124.00
ENGINEER/SCIENTIST II	\$132.00
ENGINEER/SCIENTIST III	\$142.00
ENGINEER/SCIENTIST IV	\$158.00
ENGINEER/SCIENTIST V	\$182.00
ENGINEER/SCIENTIST VI	\$212.00
ENGINEER/SCIENTIST VII	\$247.00
ENGINEER/SCIENTIST VIII	\$280.00
PRINCIPAL	\$325.00

2. **TECHNICAL POSITIONS:**

AIDE	\$65.00
TECHNICIAN I	\$76.00
TECHNICIAN II	\$86.00
TECHNICIAN III	\$96.00
TECHNICIAN IV	\$116.00
TECHNICIAN V	\$132.00
TECHNICIAN VI	\$147.00
TECHNICIAN VII	\$151.00
MANAGER/DESIGNER	\$169.00

3. **ADMINISTRATIVE:**

ADMINISTRATIVE I	\$75.00
ADMINISTRATIVE II	\$81.00
ADMINISTRATIVE III	\$84.00
ADMINISTRATIVE IV	\$98.00
ADMINISTRATIVE V	\$116.00
ADMINISTRATIVE VI	\$159.00
ADMINISTRATIVE VII	\$199.00

4. Charges for special services, expert testimony, etc., will be negotiated.

5. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.

6. Charges for outside consultants and contractors will be at invoice cost plus 10 percent.

7. All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.

8. Mileage charges for automobiles will be at the published IRS rate at the time the charges are incurred. Mileage charges for mobile labs or trucks will be at the published IRS rate at the time the charges are incurred plus 30%.

Charges for vehicles that will remain assigned to a specific job will be \$80.00 per day or \$1,500.00 per month for automobiles and SUVs, and \$100.00 per day or \$2,000.00 per month for mobile labs or trucks in lieu of mileage charges.

9. Services will be billed monthly and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.

10. Rates are subject to change and will be superseded by a new rate schedule on or about January 1 of each year during the duration of the services agreement.

24 Rev. 1



STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF EDINBURG AND HANSON PROFESSIONAL SERVICES INC. FOR FY 2024 SEMI-ANNUAL COMPLIANCE MONITORING AND REPORTING SERVICES FOR EDINBURG REGIONAL SANITARY LANDFILL
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “**City**”) and Hanson Professional Services Inc. (hereinafter “**Consultant**”), are the parties to this Agreement.

RECITALS

WHEREAS, the City of Edinburg desires to engage the Consultant for certain services related to Permit 956C and 2302 for FY 2024 Semi-Annual Compliance Monitoring and Reporting Services for the City of Edinburg Regional Sanitary Landfill Development; and

WHEREAS, the Consultant has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I **EMPLOYMENT OF CONSULTANT**

A. City agrees to employ Consultant to furnish and provide the Services as stated in this agreement and **Exhibit “A”**. Upon receipt of Services to the City’s satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II **SERVICES OF CONSULTANT**

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit “A”** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall

in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III **RESPONSIBILITY OF THE CITY**

- A. City will facilitate Consultant's work with the following tasks:
1. Provide Consultant with its requirements for the Services.
 2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.
 3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.
 4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.
 5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.
 6. Direct Consultant, if necessary, to provide or to subcontract Additional Services by written authorization.

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

- A. Consultant shall perform the Services described in **Exhibits "A"**.
- B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.
- C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant,

Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's or the State of Texas's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's nor State's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City to the extent caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for Consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City. Any reuse without specific written verification or adaptation by Consultant will be at City's sole risk, and without liability to Consultant.

SECTION V

PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed \$291,750, in accordance with Exhibit A, for services to be performed under this Agreement; any cost savings realized from the performance and completion of the tasks and acceptance by the city, shall revert to the City by the Consultant.

B. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. Any of Consultant's Services that are defective, requiring correction or replacement;

e. City has been required to correct Consultant's defective Services or has accepted Consultant's defective Services;

f. Liens have been filed in connection with the Consultant's Services.

D. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of

the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Consultant grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all claims for payment arising out of this Agreement and the performance thereof.

SECTION VI

TERM OF AGREEMENT

A. Consultant contracts and agrees to provide services in accordance with **Exhibit A**, and as specified by the City. Work will continue until each project is declared technically complete by the City staff.

B. Either party may terminate this Agreement upon giving 30 days' prior written notice thereof to the other party. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City and for reimbursable expenses incurred prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City and reimbursable expenses incurred prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in aggregate, the Consultant may terminate this Agreement upon giving not less than fifteen (15) calendar days' written notice to the City.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII

AUTHORIZATION TO PROCEED

Consultant contracts and agrees to complete the work in accordance with **Exhibit A**, after execution of this Agreement. The City and Consultant are aware that many

factors outside the Consultant's control may affect the Consultant's ability to complete the Services to be provided under this Agreement. The Consultant will perform these Services with reasonable diligence and expediency consistent with sound professional practices. If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the City, the City's consultants or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's Services not being met, the Consultant shall promptly notify the City. Failure to give such notice shall constitute a waiver of any remedies available to the Consultant.

SECTION VIII

AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

A. The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and applicable state and federal regulations in effect on the date of execution of this Agreement. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation of support the cost submission required under applicable state and federal regulations in effect on the date of execution. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Consultant will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Consultant during performance of services under this Agreement and for three (3) years from the date of final state assistance payment to the Consultant for the project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Consultant until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or

2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. if the Agreement is terminated for default or for convenience.

SECTION IX

MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with State statute.
- B. Comprehensive General Liability
 1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
 2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 1. Bodily Injury
\$100,000 each person
\$500,000 each occurrence
 2. Property Damage
\$100,000 each occurrence
\$100,000 aggregate
or \$500,000 combined single limits
- D. City's Protective Liability
 1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
 2. Property Damage
\$100,000 each occurrence

\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured on all policies except Workers Compensation and Professional Liability.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable,

suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION X **COMPLIANCE STANDARDS**

The Consultant agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Consultant also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
2. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
4. The Consultant shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Consultant pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Consultant. Consultant agrees to maintain such records in an accessible location for a period of three (3) years.
5. Executive Order 11246 (paragraph a - c for contracts under \$10,000; paragraphs a - g for contracts over \$10,000) - Equal Employment Opportunity.
6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of

compensation and selection for training and apprenticeship.

7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

SECTION XI

DEBARMENT PROHIBITION

The Consultant agrees, that at the time of execution of this Agreement that neither the Consultant nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XII

ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written

notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION XIII
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION XIV
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend (except Professional Liability claims) City, its officers, elected officials, and employees from any and all claims, losses, damages, suits and liability , including court costs, and reasonable attorney's fees to the extent caused by the negligent performance of any of the services furnished under this Agreement or willful misconduct of Consultant, its directors, officers and employees.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project.

SECTION XV
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered. City agrees to limit the Consultant's liability arising from Consultant's acts, errors, or omissions such that the total liability of Consultant shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered. Neither party will be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if a party has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of a party's liability, regardless of the cause of action under which such damages are sought.

SECTION XVI
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XVII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threatened against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XVIII
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIX
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

Hanson Professional Service, Inc.
4501 Golihar Road
Corpus Christi, Texas 78411
Attn.: Grant Jackson

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XX **NON-APPROPRIATIONS**

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XXI **SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXII
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XXIII
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2024.

CITY OF EDINBURG:

BY: _____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____
Omar Ochoa, City Attorney

HANSON PROFESSIONAL SERVICES INC.

BY: _____
Dennis Hollahan, Senior Vice President
1525 South Sixth Street
Springfield, Illinois 62703
Phone: 217-747-9287
Email: dhollahan@hanson-inc.com

Attachments: Exhibit "A" Scope of Services and Proposal
Exhibit "B" Insurance
Exhibit "C" Master Agreement

May 31, 2024

Mr. Ramiro L. Gomez, Jr.
Director of Solid Waste Management
City of Edinburg
8601 N. Jasman Road
Edinburg, Texas 78542

Re: Edinburg Regional Disposal Facility
FY 2024 Second Semi-Annual Compliance Services Proposal

Dear Mr. Gomez:

Hanson Professional Services Inc. (Hanson) is pleased to provide this proposal to the City of Edinburg for professional services to support the Edinburg Regional Disposal Facility (TCEQ Permit MSW-956C and TCEQ Permit MSW-2302). This scope of services will be for Fiscal Year 2024 Second Semi-Annual Compliance Services.

Hanson will provide consulting services in support of the City's compliance with local, state and federal regulations, including TCEQ permits MSW-956C and MSW-2302. These services will include the following:

- Groundwater Monitoring and Reporting Services-MSW-956C and MSW-2302
 - Reporting for June 2024 Semi-Annual Detection /Assessment Monitoring Event for MSW-956C (Statistical Evaluation and Report Preparation for 27 Monitoring Wells within 60 days of the June 2024 Event), Verification Resampling of monitoring wells demonstrating Statistically Significant Increases (SSI's) (estimated 14 wells), and Alternate Source Demonstrations (ASD's) (estimated 14 wells) for each event.
 - Reporting for June 2024 Annual Detection Monitoring Event for MSW-2302 (7 Monitoring Wells), Verification Resampling of monitoring wells demonstrating SSI's (estimated 4 wells), and Alternate Source Demonstrations (ASD's) (estimated 4 wells) for this event.
 - December 2024 Semi-Annual Detection /Assessment Monitoring Groundwater Sampling Event (27 Monitoring Wells) for MSW-956C.
 - Background Update Report Preparation. Compile historical sampling and analytical data from existing monitoring wells to prepare a Background Update Report for submittal to the TCEQ.
- Waste profile reviews. Review of requests for acceptance of special wastes for disposal based on up to sixteen (16) individual waste streams. Each review will identify whether the request can be accepted under the facility's Waste Acceptance Plan, Site Operating Plan, and TCEQ regulations. The review will also identify any required management practices, reporting and record keeping. This item has been estimated as an allowance based on the work effort in prior quarters.

- Meetings with the Solid Waste Management staff. Meetings with the Director or his designated department staff regarding Solid Waste Management operations, infrastructure, regulatory or planning issues. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for two (2) meetings.
- Coordination with other consultants, including scheduling, development of specific task order scopes upon request by the Solid Waste manager, and review of task order deliverables. This item has been estimated as an allowance based on the work effort in prior quarters.
- Professional opinions and recommendations on permit provisions. When requested by the Solid Waste Management Department, provide professional interpretation, opinions and recommendations regarding requirements of TCEQ permits MSW-956C and MSW-2302, as well as other local, state and federal regulations. This item has been estimated as an allowance based on the work effort in prior quarters.
- TCEQ information requests. Assist the Solid Waste Management Department with responses to TCEQ requests for information or records. This item has been estimated as an allowance based on the work effort in prior quarters.
- Coordination/meetings with TCEQ. Upon request by the Solid Waste Management Department, provide representation for the City at interactions with the TCEQ. Interactions may be at in-person meetings locally or the TCEQ regional or state office locations, via tele-conferencing, email correspondence, or telephone communications. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for one (1) meeting each quarter. It is assumed that additional meetings up to the estimated allowance will be held virtually (Teams, Zoom, etc.)
- Leachate system maintenance coordination. Coordinate vendor services with Landmarc Environmental Systems, LLC (Landmarc) or another qualified subcontractor on a periodic basis to inspect the leachate management system and enable repairs as needed on a timely basis. Invoicing from services provided by Landmarc will be submitted as a subcontract item on Hanson's invoicing to the City.
- Landfill Gas (LFG) verification and reporting. Upon request by the Solid Waste Management Department, perform LFG probe verification sampling and reporting. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for one (1) site visit each quarter.
- Surveying. Provide surveying services not associated with specific infrastructure projects on an as-needed basis. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for two (2) days of survey crew field time, plus additional office time for a Texas registered professional land surveyor (RPLS) as needed up to the estimated allowance.
- Annual aerial topographic survey. Coordinate vendor services with United Geo Technologies, LLC or other qualified vendor for an aerial survey of the landfill units at the Facility up to the budgeted amount. Invoicing from United Geo Technologies will be submitted as a subcontract item on Hanson's invoicing to the City. This also includes a capacity assessment based upon the aerial topographic survey.

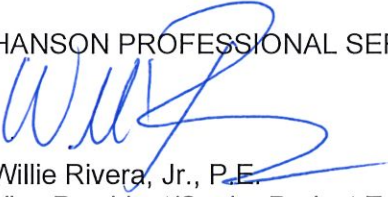
SUMMARY OF FEES

The cost to complete the Scope of Services identified above is estimated to be \$291,750. This work will be performed on a time and materials basis at the unit rates in effect at the time the services are provided. A copy of Hanson's current rate sheet is attached. Rates are subject to adjustment at the beginning of each calendar year.

Please give me a call if you have any questions or if I can provide any additional information.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.

A handwritten signature in blue ink, appearing to read 'Willie Rivera, Jr.', is written over the printed name.

Willie Rivera, Jr., P.E.
Vice President/Senior Project Engineer

2024 Hanson Professional Services Inc.
BASIS OF PAYMENT
CONSULTING SERVICES

The following schedule is for normal design and consulting services provided on an hourly basis.

1. **ENGINEER/SCIENTIST POSITIONS:**

ENGINEER/SCIENTIST I	\$124.00
ENGINEER/SCIENTIST II	\$132.00
ENGINEER/SCIENTIST III	\$142.00
ENGINEER/SCIENTIST IV	\$158.00
ENGINEER/SCIENTIST V	\$182.00
ENGINEER/SCIENTIST VI	\$212.00
ENGINEER/SCIENTIST VII	\$247.00
ENGINEER/SCIENTIST VIII	\$280.00
PRINCIPAL	\$325.00

2. **TECHNICAL POSITIONS:**

AIDE	\$65.00
TECHNICIAN I	\$76.00
TECHNICIAN II	\$86.00
TECHNICIAN III	\$96.00
TECHNICIAN IV	\$116.00
TECHNICIAN V	\$132.00
TECHNICIAN VI	\$147.00
TECHNICIAN VII	\$151.00
MANAGER/DESIGNER	\$169.00

3. **ADMINISTRATIVE:**

ADMINISTRATIVE I	\$75.00
ADMINISTRATIVE II	\$81.00
ADMINISTRATIVE III	\$84.00
ADMINISTRATIVE IV	\$98.00
ADMINISTRATIVE V	\$116.00
ADMINISTRATIVE VI	\$159.00
ADMINISTRATIVE VII	\$199.00

4. Charges for special services, expert testimony, etc., will be negotiated.

5. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.

6. Charges for outside consultants and contractors will be at invoice cost plus 10 percent.

7. All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.

8. Mileage charges for automobiles will be at the published IRS rate at the time the charges are incurred. Mileage charges for mobile labs or trucks will be at the published IRS rate at the time the charges are incurred plus 30%.

Charges for vehicles that will remain assigned to a specific job will be \$80.00 per day or \$1,500.00 per month for automobiles and SUVs, and \$100.00 per day or \$2,000.00 per month for mobile labs or trucks in lieu of mileage charges.

9. Services will be billed monthly and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.

10. Rates are subject to change and will be superseded by a new rate schedule on or about January 1 of each year during the duration of the services agreement.

24 Rev. 1





Exhibit B
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/20/2024

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

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

PRODUCER TROXELL 214 South Grand Ave West Springfield IL 62704		CONTACT NAME: Heidi Gibson PHONE (A/C, No, Ext): (217) 321-3219 FAX (A/C, No): (217) 321-4219 E-MAIL ADDRESS: hgibson@troxellins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance Company	
		INSURER B: Global Aerospace	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL23111745296

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			EPP0520969	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			EBA0520969	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR			EPP0520969	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED ☒ RETENTION \$ 0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EWC0473222	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Unmanned Aircraft, UAS-Drone Liability			8000973	12/07/2023	12/07/2024	Each Occurrence \$10,000,000 Aggregate \$10,000,000

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

Project: 20L0246G 2024 Q3 & Q4 Compliance Services PM/JReinhard
The City of Edinburg, TX is additional insured in respects to the general liability and auto liability per written contract subject to the terms and conditions of the policies.

CERTIFICATE HOLDER

CANCELLATION

The City of Edinburg, TX 415 W. University Drive Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2024

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

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PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: Linda Bomarito PHONE (A/C, No, Ext): 309-282-3903 E-MAIL ADDRESS: lbomarito@holmesmurphy.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : XL Specialty Insurance		37885
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1092010350**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)			DPR5022048	1/1/2024	1/1/2025	Each Claim Aggregate 10,000,000 10,000,000

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

Project Reference: 20L0246G - 2024 Q3 & Q4 Compliance Services PM/JReinhard

The Professional Liability policy includes a waiver of subrogation in favor of the certificate holder as required by written agreement with the insured, per policy terms and conditions.

30 Day Notice of Cancellation applies in favor of the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

The City of Edinburg, TX Att: Dalinda Cardenas-Admin Specialist, SWMgmt 415 W. University Drive Edinburg TX 78539 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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2. The specific nature and extent of the injury or damage that has been sustained; and
3. How the INSURED first became aware of such CIRCUMSTANCE(S),

then any CLAIM(S) that may subsequently be made against the INSURED arising out of such reported CIRCUMSTANCE(S) shall be deemed to have been made on the date first written notice of the CIRCUMSTANCE(S) was received by the Company. This right conferred upon the INSURED in this Paragraph shall terminate at the end of the POLICY PERIOD and shall not exist during the Automatic Extended Reporting Period or Optional Extended Reporting Period.

XI. OTHER CONDITIONS

A. Cancellation

This Policy may be canceled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing to the NAMED INSURED, at the address stated in Item 1. of the Declarations, written notice stating when, not less than thirty (30) days thereafter (or ten (10) days thereafter for non-payment of premium), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If this Policy is canceled, earned premium shall be computed in accordance with the Company's guidelines with respect to cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

B. Action Against The Company

No action may be brought against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED in a contested proceeding after final judgment has been rendered and any appeal decided, or by written agreement of the INSURED, the claimant and the Company. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the INSURED or the INSURED'S legal representative join the Company in such action. Bankruptcy or insolvency of the INSURED or the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

C. Assignment

This Policy may not be assigned or transferred without written consent of the Company.

D. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM(S) to prejudice such rights.

However, it is agreed that the Company waives its rights of subrogation under this Policy against clients of the INSURED as respects any CLAIM(S) arising from PROFESSIONAL SERVICES, or CONTRACTING SERVICES under the client's contract requiring waiver of subrogation, but only to the extent required by written contract.

Issued to Hanson Professional Services Inc
by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF POLICY CANCELLATION – BLANKET NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS,
CONSULTANTS AND ENGINEERS

Section XI. OTHER CONDITIONS, Paragraph **A. Cancellation** is amended by the addition of the following:

In the event that the Company cancels or non-renews this Policy during the POLICY PERIOD, the Company agrees to provide thirty (30) days' prior written notice of cancellation or non-renewal of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation or non-renewal of this Policy, provided that:

1. The Company receives, at least thirty (30) days prior to the date of cancellation or non-renewal, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice; and
2. The written request includes the name, address and email of each person or entity designated by the NAMED INSURED to receive such notice. The Company will assume that the list provided to the company by the NAMED INSURED is a complete and accurate list.

This endorsement does not apply to non-renewal of the Policy at the end of the POLICY PERIOD or cancellation of the Policy for non-payment of premium to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY
		OF EDINBURG AND HANSON
COUNTY OF HIDALGO	§	PROFESSIONAL SERVICES INC.
		FOR ENGINEERING CONSULTING
CITY OF EDINBURG	§	SERVICES RELATED TO THE
		EDINBURG REGIONAL LANDFILL
		DEVELOPMENT

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "**City**") and Hanson Professional Services Inc. (hereinafter "**Engineer**"), are the parties to this Agreement.

RECITALS

WHEREAS, the City has authorized staff to request proposals for Professional Engineering Consulting Services, the Engineer shall provide services as defined, scheduled, and authorized; services may include, but not be limited to Engineering Consulting Services, and other as-needed services as stated in Exhibit "A", and

WHEREAS, the City has further designated Hanson Professional Services Inc. (Hanson) as the Professional Firm of Record for the City of Edinburg Regional Disposal Facility, Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Permit No. 956C and Permit No. 2302 located at 8601 North Jasman Rd., Edinburg, Hidalgo County, Texas 78542, and

WHEREAS, the City hereby authorizes the licensed professionals with Hanson to submit and request information regarding the City of Edinburg Regional Disposal Facility TCEQ MSW Permit No. 956C and Permit No. 2302 and request that correspondence be copied to the POR at 4501 Gollihar Road, Corpus Christi, TX 78411, office phone number: (361) 814-9900, and

WHEREAS, the Engineer is duly licensed and registered to practice Engineering in the State of Texas, has the professional knowledge and abilities to undertake the study, evaluation, analysis, design, and recommendations in a manner which shall provide the necessary Services while preserving and enhancing to the greatest degree possible the natural environment in the Project area; and

WHEREAS, City desires to engage Engineer to render services in connection therewith:

NOW, THEREFORE, City and Engineer do mutually agree as follows:

SECTION I
EMPLOYMENT OF ENGINEER

A. City agrees to employ Engineer to furnish and provide the Services as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Engineer as stated in this Agreement.

SECTION II
SERVICES OF ENGINEER

A. The City of Edinburg, Texas (City) hereby designates Hanson Professional Services Inc. (Hanson) as the Professional Firm of Record for the City of Edinburg Regional Disposal Facility Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Permit No. 956C and Permit No. 2302 located at 8601 North Jasman Rd., Edinburg, Hidalgo County, Texas 78542.

B. The Engineer shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Engineer with authorization to proceed, after execution of this Agreement.

C. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Engineer's work with the following tasks:

1. Provide Engineer with its requirements for the Services.
2. Assist Engineer by providing information reasonably available to the City and pertinent to the Services.
3. Facilitate access to and make provisions for Engineer to enter upon public property as reasonably required for Engineer to perform its Services.
4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Engineer.

5. Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV **RESPONSIBILITIES OF ENGINEER**

A. Engineer shall perform the Services described in **Exhibits "A"**.

B. Engineer shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Engineer shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Engineer fails to meet applicable professional standards, Engineer shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Engineer under this Agreement. Engineer shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Engineer, Engineer agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Engineer will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Engineer will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Engineer during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Engineer shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's or the State of Texas's review or approval of reports, and other services furnished hereunder shall not in any way relieve Engineer of responsibility for

the technical adequacy of the work. Neither City's nor State's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Engineer shall be and shall remain liable, in accordance with applicable law, for all damages to City to the extent caused by Engineer's negligent performance of any of the Services furnished under this Agreement. Engineer shall not be responsible for any time-delays in the project caused by circumstances beyond Engineer's control.

I. Engineer's obligations under this clause are in addition to the Engineer's other expressed obligations under this Agreement or state law and in no way diminish any other rights that City may have against Engineer for Engineer's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City. Any reuse without specific written verification or adaptation by Engineer will be at City's sole risk, and without liability to Engineer.

SECTION V

PAYMENT AND FEES

City agrees to pay Engineer for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Engineer's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Engineer for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein.

B. Engineer shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Engineer shall not bill City for duplicate services performed by more than one person. Engineer and City acknowledge and agree that compensation paid by City to Engineer under this Agreement is based upon Engineer's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Engineer. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Engineer and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Engineer's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Engineer's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Engineer has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Engineer has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Engineer is responsible;

e. City has incurred engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any of Engineer's Services that are defective, requiring correction or replacement;

g. City has been required to correct Engineer's defective Services or has accepted Engineer's defective Services;

h. Liens have been filed in connection with the Engineer's Services

D. If City imposes any set-off against payment, City will give Engineer immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Engineer any amount remaining after deduction of the amount so withheld. City shall promptly pay Engineer the amount so withheld, or any adjustment thereto agreed to by City and Engineer, if Engineer remedies the reasons for such action. The reduction imposed will be binding on Engineer unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Engineer under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Engineer's employees' taxes. Engineer hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Engineer and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. Engineer shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Engineer to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Engineer shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Engineer from performance of a change or extra work prior to issuance of a change order to this Agreement.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the Engineer following termination or expiration of this Agreement as defined below, the Engineer shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all claims for payment arising out of this Agreement and the performance thereof.

SECTION VI

TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) five (5) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the Director of Solid Waste Management and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional two (2) one (1) year extensions, with approval from the City. If approved by City, City shall provide Engineer with a written notice of the approval of the extension.

B. Either party may terminate this Agreement upon giving 30 days' prior written notice thereof to the other party. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Engineer breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Engineer except for charges for Services performed by Engineer and accepted by the

City and reimbursable expenses incurred and approved by City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Engineer's Services hereunder or at such other time as may be requested by City, Engineer shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Engineer or others, in Engineer's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Engineer. Engineer shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Engineer except for charges for Services performed by Engineer and accepted by the City and reimbursable expenses incurred and approved by City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Engineer shall be compensated only for Services of which are not suspended and are actually performed during such suspension. If the Engineer's services are suspended for more than ninety (90) days, consecutive or in aggregate, the Engineer may terminate this Agreement upon giving not less than fifteen (15) calendar days' written notice to the City.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII

AUTHORIZATION TO PROCEED

Engineer contracts and agrees to complete the design and other related work in accordance with **Exhibit A**, after authorization to proceed, granted by this signed Agreement. The City and Engineer are aware that certain factors outside the Engineer's control may affect the Engineer's ability to complete the services to be provided under this Agreement. The Engineer will perform these services with reasonable diligence and expediency consistent with sound professional practices. If the Engineer becomes aware of delays due to a cause beyond the control of the Engineer, which will result in the schedule for performance of the Engineer's services not being met, the Engineer shall promptly notify the City. Failure to give such notice shall constitute a waiver of any remedies available to Engineer.

SECTION VIII

AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

A. The Engineer shall maintain books, records, documents, and other evidence related to the performance of work under this Agreement. The Engineer shall

also maintain the financial information and data used by the Engineer to perform work under this Agreement.. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Engineer will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Engineer during performance of services under this Agreement and for three (3) years from the date of final payment to the Engineer. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Engineer until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or
2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. if the Agreement is terminated for default or for convenience.

SECTION IX

MINIMUM INSURANCE REQUIREMENTS

Engineer shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Engineer or its employees. In accordance with City ordinances, Engineer shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with State statute.
- B. Comprehensive General Liability

1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

C. Comprehensive Auto Liability

1. Bodily Injury
\$100,000 each person
\$500,000 each occurrence
2. Property Damage
\$100,000 each occurrence
\$100,000 aggregate
or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional
\$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Engineer fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Engineer, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Engineer shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the

date of Notice, from the date of payment by the City until repayment of City in full by Engineer.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Engineer shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Engineer hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION X **COMPLIANCE STANDARDS**

Without affecting Engineer's agreement to follow all applicable laws and regulations, the Engineer expressly agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Engineer also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

2. Section 109 of the Housing and Community Development Act of 1974 -

Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
4. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
5. Executive Order 11246 (paragraph a - c for contracts under \$10,000; paragraphs a - g for contracts over \$10,000) - Equal Employment Opportunity.
6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.
7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

SECTION XI

DEBARMENT PROHIBITION

The Engineer agrees, that at the time of execution of this Agreement that neither the Engineer nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XII

ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION XIII

CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION XIV

INDEMNIFICATION

A. To the maximum extent allowed by law, Engineer agrees to and shall indemnify, hold harmless, and defend (except Professional Liability claims) City, its officers, elected officials, and employees from any and all claims, losses, damages, suits and liability , including court costs, and reasonable attorney's fees for injury to or death

to any person or for damage to any property, to the extent caused by the negligent performance of any of the services furnished under this Agreement or willful misconduct of Engineer, its directors, officers and employees, carried out in furtherance of this Agreement.

B. Engineer agrees to assist City in defense of claims or litigation brought against the City related to this project.

SECTION XV **LIMITATION OF LIABILITY**

A. Engineer agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Engineer's total fees paid by the City to Engineer for the Services rendered pursuant to this Agreement. . Except as otherwise provided in this Agreement, neither party will be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Engineer's performance of Services, or of any other obligations relating to this Agreement, even if a party has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of a party's liability, regardless of the cause of action under which such damages are sought.

SECTION XVI **AGREEMENT CONSTRUCTION**

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XVII **NO PENDING LITIGATION**

A. Engineer represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Engineer threatened against or affecting the Engineer or any subsidiaries of the Engineer, questioning the validity or any action taken or to be taken by the Engineer in connection with the execution, delivery, and performance by the Engineer of this Agreement to which the Engineer may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Engineer hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect

the validity or enforceability of, or the authority or ability of the Engineer to perform, its obligations under this Agreement to which the Engineer may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Engineer or on the ability of the Engineer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XVIII **SEVERABILITY**

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIX **NOTICE**

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Engineer:

Hanson Professional Services Inc.
4501 Gollihar Road
Corpus Christi, Texas 78411
Attn: Grant Jackson

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after

depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XX **NON-APPROPRIATIONS**

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XXI **SUCCESSORS AND ASSIGNS**

City and Engineer each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Engineer shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXII **CONFLICT OF TERMS**

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XXIII **NO WAIVERS OR ACCORD AND SATISFACTION**

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Engineer of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Engineer shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this 16th day of April, 2021.

CITY OF EDINBURG:

BY: _____

Ron Garza, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____

Myra L. Ayala, City Secretary



APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____

Omar Ochoa, City Attorney

ENGINEER

BY: _____

Dennis Hollahan, Vice President
1525 South Sixth Street
Springfield, Illinois 62703
Phone: 217-747-9287
Email: dhollahan@hanson-inc.com

Attachments: Exhibit "A" Scope of Services and Proposal
Exhibit "B" Insurance

EXHIBIT "A"

SCOPE OF WORK

The City of Edinburg thru the Department of Solid Waste Management and the Engineer of Record for the Landfill may identify specific tasks within the following categories for additional services and/or support which will be required and/or necessary for job specific tasks or ongoing projects. **Additional services not included in the listed categories, may be requested by the City of Edinburg in writing and would be executed only upon scope and cost acceptance by both parties for each additional service.**

i. MAJOR WORK CATEGORIES INCLUDE:

1. PLANNING, ENGINEERING DESIGN, AND FACILITY PERMITTING

- a. Municipal Solid Waste Permitting and Permit Modifications
- b. Materials Recovery Facility Permitting and Permit Modifications
- c. Transfer Station Permitting and Permit Modifications
- d. Landfill Cell Design
- e. Landfill Cover Design
- f. Final Cover Design
- g. Site Operation Plans
- h. Fill Plans
- i. Grading Plans
- j. Soil Use Plans
- k. Airspace Usage Estimates and Projections
- l. Groundwater Monitoring System
- m. Groundwater Sampling and Analysis Plan
- n. Sequence of Development
- o. Landfill Gas Management Plan
- p. Landfill Closure/Post-Closure Care Cost Estimates
- q. Cost of Service Modeling
- r. Stormwater Permitting
- s. Composting Site Permitting and Development
- t. Air Permitting and Permit Modifications
- u. Odor Control
- v. Floodplain Assessment and Management
- w. Landscape and Irrigation Design
- x. Infrastructure Design
- y. Financial Assurance

2. CONSTRUCTION DOCUMENTS, TECHNICAL SPECIFICATIONS, AND CONSTRUCTION MANAGEMENT FOR LANDFILL RELATED CONSTRUCTION PROJECTS

- a. Final Plans, Contract Documents, and Specifications, Engineer's cost estimates
- b. Bid Phase Services
- c. Construction Phase Services
- d. Conduct Construction Meetings
- e. Review and Approve Shop Drawings, Field Orders, Change Orders, Construction Quantities, Pay Requests
- f. Scheduling
- g. Daily Updates
- h. Construction Quality Assurance/Quality Control
- i. Constant Communication, Evaluation and Re-Design as material costs increase

3. **ENVIRONMENTAL SERVICES**
 - a. Installation of the Groundwater Monitoring Wells and Landfill Gas Probes
 - b. Groundwater Sampling, Landfill Gas Sampling, Surface Water Monitoring and Analytical
4. **LANDFILL SAMPLING LABORATORY TESTING**
 - a. Statistical Evaluation
 - b. Regulatory Reporting
5. **LANDFILL PLANNING AND ENGINEERING SERVICES**
 - a. Periodic Ground and Aerial Surveying to update Available Airspace, Compaction Rate, Site Life Projections, and Target Grades for Site Development
 - b. Annual Municipal Solid Waste Report
 - c. Planning for Operational Issues
 - d. Leachate Storage and Disposal
 - e. Interior and Exterior Roads
 - f. Storm Water and Sediment Control
 - g. Stockpile Locations and Utilization
 - h. Borrow Area Grading and Utilization
6. **LANDFILL GAS SERVICES**
 - a. Landfill Gas Management Plan Development and Update
 - b. Gas Collection and Control System Design
 - c. Gas System and Control System Expansions
 - d. Planning
 - e. Design
 - f. Budgeting
 - g. Permitting
 - h. New Source Performance Standards Compliance, Gas Collection and Control System Troubleshooting and Landfill Gas Remediation Services as necessary at the site.
7. **LANDFILL RELATED DRONE AND SURVEYING SERVICES**
 - a. Physical Site Survey and/or Drone Flights
 - b. Collect Aerial Topography Data
 - c. Estimate Airspace Consumption
 - d. Determine Waste Settlement Rate Estimates.
 - e. Quarterly and Annual Surveys



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2021

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108		1-800-527-9049	CONTACT NAME: Linda Bomarito PHONE (A/C, No, Ext): 309-282-3903 E-MAIL ADDRESS: lbomarito@holmesmurphy.com FAX (A/C, No): 866-501-3945	
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield, IL 62703		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: XL SPECIALTY INS CO		37885
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 61963267 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)			DPR9970443	01/01/21	01/01/22	Each Claim 10,000,000 Aggregate 10,000,000

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

Project: City of Edinburg MPSA - Misc. Civil Engineering PM/GAJ

CERTIFICATE HOLDER City of Edinburg Attn: Dalinda Cardenas 415 W. University Dr. Edinburg, TX 78539 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2021

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

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

PRODUCER TROXELL 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	CONTACT NAME: Heidi Gibson PHONE (A/C, No, Ext): (217) 321-3219 E-MAIL: hgibson@troxellins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Trumbull Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): (217) 321-4219 NAIC # 10677 27120
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield IL 62703-2801		

COVERAGES

CERTIFICATE NUMBER: CL2111135097

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			EPP0520969	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			83UENOL5498	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP0520969	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	EWC0473222	01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: City of Edinburg MPSA, Misc Civil Engineering - GJ

City of Edinburg is additional insured in respects to the general liability and auto liability per written contract subject to the terms and conditions of the policies. Primary and non-contributory language applies. Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

City of Edinburg Attn: Dalinda Cardenas 415 W. University Dr Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

CONSENT AGENDA

Agenda Item No: 14.B.

Grant Application-2024-2025 Tree Grant

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Apache Corporation, Under the Fiscal Year 2024-2025 Tree Grant Program, and execute grant documents relating thereto. [Javier Garza, Director of Parks and Recreation]

2. Description:

The Apache Corporation opened the application period for the Fiscal Year 2024-2025 Tree Grant Program in May 2024. The program is soliciting applications from municipalities and nonprofit organizations to support neighborhood beautification, wildlife habitat preservation and a range of conservation efforts such as reforestation in areas affected by natural disasters. The grant is not a monetary grant but instead provides native trees. The Parks and Recreation Department seeks to apply for approximately 500 trees to be offered as giveaways to support neighborhood beautification and conservation, and to be planted at parks throughout the community.

The deadline for the grant application is July 12, 2024. The period of performance begins October 01, 2024 through May 31, 2025. The award notification is anticipated by September or October 2024.

This grant is not a monetary grant but instead provides native trees. No local match is required.

The grant will allow the City to be awarded approximately 500 native trees from the Apache Corporation to plant at parks throughout the community, as well as to give away to residents. If not authorized to submit this grant application, the City will miss 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 Apache Corporation, under the Fiscal Year 2024-2025 Tree Grant Program, and execute grant documents relating thereto.

Reviewed by:

Javier Garza, Director of Parks and Recreation
Jesus Saenz, Assistant City Manager

Prepared by:

Lee Tamez, Administrative
Assistant

Attachments:

A. Apache Corporation Tree Grant Resolution

RESOLUTION NO. ____

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE APACHE CORPORATION, UNDER THE FISCAL YEAR 2024-2025 TREE GRANT PROGRAM, AND EXECUTE GRANT DOCUMENTS RELATING THERETO.
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, the Apache Corporation is soliciting grant applications from municipalities and nonprofit organizations for the Fiscal Year 2024-2025 Tree Grant Program to positively impact and expand communities' green infrastructure; and

WHEREAS, the Edinburg City Council finds it is the best interest of the residents to submit a grant application for the Fiscal Year 2024-2025 Apache Corporation Tree Grant for trees to beautify neighborhoods and City facilities, provide habitat for wildlife and other conservation efforts; and

WHEREAS, the City agrees to comply with applicable grant requirements as required by the funding source; and

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

NOW THEREFORE, BE IT RESOLVED 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 Council of the City of Edinburg, Texas, authorizes the City Manager to submit the grant application to the Apache Corporation for the Fiscal Year 2024-2025 Tree Grant.

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 Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 2nd day of July, 2024.

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



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

CONSENT AGENDA

Agenda Item No: 14.C.

Change Order No. 2 Cart Paths Ebony Hill Golf Course

1. Agenda Item:

Consider Approving Change Order No. 2 for Additional Cart Path at Ebony Hill Golf Course to Renoworks Facility Solutions, LLC for an Amount not to Exceed \$42,856.67 and Authorize the City Manager to Execute Any Documents Related thereto. [Tomas D. Reyna, Assistant City Manager]

2. Description:

Initially, the Hidalgo County Irrigation District opposed any cart paths along the new canal banks due to the large equipment used on the canal bank. However, after the project was completed, it became evident that cart paths along the canal bank are necessary for a smooth transition between the two sections of the golf course. Upon inspecting the finished cart paths, the Irrigation District agreed to allow the cart paths connections along the canal bank for the smooth and safe transition between the two sections of the golf course. The contractor will install the additional cart paths as far as possible from the canal bank to avoid any issues with the concrete banks of the canal.

The propose of the change order is to furnish the services specified herein at the prices stated and in accordance with Renoworks Facility Solutions, LLC standard terms and conditions. Renoworks Facility Solutions, LLC would like to submit the following proposal for your review and approval. Renoworks Facility Solutions, LLC proposes the following scope of work.

Scope of work and Pricing:

1. Mobilization of equipment.
2. Include P&P bond and general conditions.
3. Prepare subgrade and add fill where needed. Owner to provide fill dirt.
4. Additional of cart paths located at:
 - a. Along the canal on the west side.
 - b. Along the canal on east side.
 - c. East side canal connections to new asphalt cart paths.
5. Provide compacted flex base 4”T x 12’W
6. Provide SS1 oil on flex base.
7. Provide 1.5” T x 6’W asphalt over flex base.
8. Backfill dirt on edge of pavement to taper to natural ground.
9. Dirt to be provided by the owner.
10. Supervision to control traffic during construction.
11. Clean debris and dispose.
12. Demobilize.

Budget in the amount the of \$42,856.67 is available through Bond Series 2018 Bonds under the Ebony Holl Golf Course Improvements.

3. Staff's Recommendation:

Approve Change Order No. 2 for Additional Cart Path at Ebony Hill Golf Course to Renoworks Facility Solutions, LLC for an Amount not to Exceed \$42,856.67 and Authorize the City Manager

to Execute Any Documents Related thereto.

Reviewed by:

Prepared by:

Tomas Reyna, Assistant City
Manager

Attachments:

- A. CHANGE ORDER #2 Renoworks Ebony Hills Golf Course 07.02
- B. Additional Cart Path Exhibit

CHANGE ORDER NO.: 2

July 2, 2024

Owner: City of Edinburg

Engineer: In-House

Project: The Ebony Hill Golf Course Cat Path Paving

Contractor: Renoworks Facility Solutions, LLC

Date Issued: July 2, 2024

Effective Date of Change Order: July 3, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

Initially, the Hidalgo County Irrigation District opposed any cart paths along the new canal banks due to the large equipment used on the canal bank. However, after the project was completed, it became evident that cart paths along the canal bank are necessary for a smooth transition between the two sections of the golf course. Upon inspecting the finished cart paths, the Irrigation District agreed to allow the cart paths connections along the canal bank for the smooth and safe transition between the two sections of the golf course. The contractor will install the additional cart paths as far as possible from the canal bank to avoid any issues with the concrete banks of the canal.

The propose of the change order is to furnish the services specified herein at the prices stated and in accordance with RENOWORKS standard terms and conditions. RENOWORKS, LLC would like to submit the following proposal for your review and approval. *

RENOWORKS proposes the following scope of work.

Scope of work and Pricing:

1. Mobilization of equipment.
2. Include P&P bond and general conditions.
3. Prepare subgrade and add fill where needed. Owner to provide fill dirt.
4. Additional of cart paths located at:
 - a. Along the canal on the west side.
 - b. Along the canal on east side.
 - c. East side canal connections to new asphalt cart paths.
5. Provide compacted flex base 4" T x 12' W
6. Provide SS1 oil on flex base.
7. Provide 1.5" T x 6' W asphalt over flex base.
8. Backfill dirt on edge of pavement to taper to natural ground.
9. Dirt to be provided by the owner.
10. Supervision to control traffic during construction.
11. Clean debris and dispose.
12. Demobilize.



Change in Contract Times
[State Contract Times as either a specific date
or a number of days]

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 263,522.00		Substantial Completion:	08/01/2024
		Ready for final payment:	08/15/2024
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 278,472.00		Substantial Completion:	08/01/2024
		Ready for final payment:	08/15/2024
Increase this Change Order:		Increase this Change Order: 30 Days	
\$ 42,856.67		Substantial Completion:	09/01/2024
		Ready for final payment:	09/15/2024
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 321,328.67		Substantial Completion:	09/01/2024
		Ready for final payment:	09/15/2024

Renoworks, LLC

By: _____
 Title: Rene Olivarez, P.E. / Principal
 Date: _____

Authorized by City of Edinburg

By: _____
 Title: Tomas D. Reyna / Assistant City Manager
 Date: _____

Authorized by City of Edinburg

By: _____
 Title: Myra L. Ayala / City Manager
 Date: _____

APPROVED AS TO FORM

By: _____
 Title: Omar Ochoa/ City Attorney
 Date: _____



Q6192401

CHANGE PPROPOSAL

6/19/2024

Mr. Tomas Reyna | Assistant City Manager
415 West University Drive
Edinburg, Texas, 78539

Site: Ebony Golf Course

Subject: "Change Proposal No.2: Additional Golf Cart Asphalt Path – NEGOTIATED"

We propose to furnish the services specified herein at the prices stated and in accordance with RENOWORKS standard terms and conditions. RENOWORKS, LLC would like to submit the following proposal for your review and approval. * RENOWORKS will provide the following scope of the following work identified and approved by the customer.

RENOWORKS proposes the following scope of work.

Scope of work and Pricing:

1. Mobilization of equipment.
2. Include P&P bond and general conditions.
3. Prepare subgrade and add fill where needed. Owner to provide fill dirt.
4. Additional of cart paths located at:
 - a. Along the canal on the west side.
 - b. Along the canal on east side.
 - c. East side canal connections to new asphalt cart paths.
5. Provide compacted flex base 4"T x 12"W
6. Provide SS1 oil on flex base.
7. Provide 1.5" T x 6"W asphalt over flex base.
8. Backfill dirt on edge of pavement to taper to natural ground.
9. Dirt to be provided by the owner.
10. Supervision to control traffic during construction.
11. Clean debris and dispose.
12. Demobilize.

Total Pricing:

The total project price is: **\$42,856.67 Pricing** is good for 28-days from the above date. Thank you for the Opportunity to quote on this valued inquiry and your interest in RENOWORKS.

Exclusions:

- Does not include paint striping.
- Does not include concrete curb.
- Does not include landscaping.

***Proprietary & Confidentiality:**

RENOWORKS, as a benefit to you, has developed the concepts detailed in this proposal on 6/19/24. These are considered by RENOWORKS to be confidential and proprietary. These ideas and concepts remain the sole property of RENOWORKS, the customer acknowledge and agrees to honor our proprietary right to the contents of this proposal and refrain from disclosing such content or any information to any third party, without the prior written consent of RENOWORKS. Any unauthorized use of these ideas and concepts is strictly prohibited.

Proposal Validity:

The terms of this proposal are **VALID FOR 28 DAYS** from the above date and are contingent upon equipment availability & subject to change.

Closing:

Again, thank you for your interest in RENOWORKS. Please contact me if you have any questions or comments. I look forward to working with you.

Assuring you our best attention at all times.

Respectfully,

Rene Olivarez, P.E.
Principal
RENOWORKS, LLC

Email Acceptance

SIGNATURE REQUIRED FOR AUTHORIZATION TO PROCEED

- If this proposal is approved please fill out this acceptance page & return. This will assist us with scheduling & ordering any part necessary to proceed with the work.

By(print):_____

Title:_____

Signature:_____

*** Purchase Order:**_____

Date:_____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

- 1 **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide RENOWORKS with required field utilities (electricity, toilets, drinking water, etc.) access to sites without charge.

RENOWORKS agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge RENOWORKS for any costs or expenses without RENOWORKS's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by RENOWORKS under this agreement, RENOWORKS's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, Modify, or alter the scope of work or services to be performed by RENOWORKS shall not operate to compel RENOWORKS to perform any work relating to Hazards without RENOWORKS's express written consent.

2. **INVOICING & PAYMENTS.** RENOWORKS may invoice Purchaser monthly for all materials delivered to the job site and for all work performed on-site with the appropriate invoice, which must be approved by a District representative that work has been performed and completed. If RENOWORKS's invoice is not paid after 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of RENOWORKS, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, RENOWORKS shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** RENOWORKS warrants that the equipment installed by RENOWORKS shall be free from defects in material and workmanship arising from normal usage for a period of three (3) months from delivery of said equipment, for a period of one (1) year from installation. RENOWORKS warrants that for equipment furnished and/or installed but not manufactured by RENOWORKS, RENOWORKS will extend the same warranty terms and conditions which RENOWORKS receives from the manufacturer of said equipment. For equipment installed by RENOWORKS, if Purchaser provides written notice to RENOWORKS of any such defect within thirty (30) days after the appearance or discovery of such defect, RENOWORKS shall, at its option, repair or replace the defective equipment. For equipment not installed by RENOWORKS, if Purchaser returns the defective equipment to RENOWORKS within thirty (30) days after appearance or discovery of such defect, RENOWORKS shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by RENOWORKS shall be borne by Purchaser. These warranties not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** RENOWORKS shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by RENOWORKS or, alternatively, shall provide RENOWORKS with acceptable tax exemption certificates. RENOWORKS shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** RENOWORKS shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond RENOWORKS's, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of RENOWORKS, etc.
8. **COMPLIANCE WITH LAWS.** RENOWORKS shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All claims, disputes and other controversy between RENOWORKS and Customer arising out of or in any way related to the services provided by RENOWORKS shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, Customer, assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Hidalgo County. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses.
10. **INSURANCE.** Insurance coverage in excess of RENOWORKS's standard limits will be furnished when requested and required. No credit will be given or premium paid by RENOWORKS for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the-indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **Entire AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon RENOWORKS unless accepted by RENOWORKS in writing.



Map Disclaimer:

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

LEGEND

 **Additional
Cart Paths**

PROJECT NAME:

**Ebony Hills Golf
Course Additional Cart
Paths Paving**

REQUESTED BY:

City Manager's Office

DATE:

June 24, 2024

CREATED BY:

City Manager's Office

SCALE: NTS SHEET 1 of 1



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

CONSENT AGENDA

Agenda Item No: 14.D.

Non-Emergency Ambulance License for Driscoll Children's Hospital

1. Agenda Item:

Consider Approving Application for Non-Emergency Ambulance License for Driscoll Children's Hospital, in Accordance with the Code of Ordinances of the City of Edinburg, Texas at Title XI, Chapter III Ambulance. [Omar Garza, Fire Chief]

2. Description:

Driscoll Children's Hospital has obtained a license application for Non-Emergency Ambulance. The company has completed the requirements as stated in the City of Edinburg Ambulance Ordinance; and the ambulances being proposed by the company to be utilized in the city have been inspected and approved.

Any other ambulance unit subsequently proposed by the company under this application shall be inspected prior to the issuance of a permit.

At this time, city staff is forwarding the above-listed application for consideration by City Council.

3. Staff's Recommendation:

Approve Application for Non-Emergency Ambulance License for Driscoll Children's Hospital, in Accordance with the Code of Ordinances of the City of Edinburg, Texas at Title XI, Chapter III Ambulance.

Reviewed by:

Omar Garza, Fire Chief

Jesus Saenz, Assistant City Manager

Prepared by:

Maricruz Tovar, Emergency
Management Planner

Attachments:

A. Driscoll_Non Emergency Ambulance Application



***APPLICATION FOR NON-EMERGENCY SERVICES
WITHIN THE CITY LIMITS***

In Compliance with the City of Edinburg Code of Ordinances, Chapter 111: Ambulances.

Date: 04/10/2024

OWNER INFORMATION

Name & Address: Driscoll Children's Hospital
Eric Hamon, President/CEO

3533 S. Alameda St., Corpus Christi, Texas 78411

Contact Tel. No.: (361) 694-5021 Other Tel. No. (361) 694-5000

Driver's License: _____ State: Texas

COMPANY INFORMATION

Name: Driscoll Children's Hospital

Address: 3533 S. Alameda St.

City: Corpus Christi, TX 78411

Business Tel. No.: (361) 694-5000

Applicant Signature:  Title: President/CEO

LOCATION & DESCRIPTION OF PLACE FROM WHICH THE AMBULANCE WILL OPERATE:

The ambulances will operate from Driscoll Children's Hospital Critical Transport base located at 1415 West Owassa Rd. Edinburg, TX 78539.

APPLICATION FOR NON-EMERGENCY AMBULANCE SERVICE LICENSE WITHIN THE CITY OF EDINBURG, TEXAS

CITY OF EDINBURG - CODE OF ORDINANCES, CHAPTER 111: AMBULANCES.

§ 111.02 LICENSE REQUIRED.

It shall be unlawful for any person to engage in furnishing emergency or non-emergency ambulance service within the city by operating or driving or causing to be operated or driven an emergency or non-emergency ambulance upon the public streets of the city without first having obtained a license as hereinafter provided. An exception shall be made on emergency service furnished for calls originating outside the city.

AN NON-EMERGENCY AMBULANCE PERMIT MUST BE OBTAINED ANNUALLY.

§ 111.05 LICENSE FEES.

Prior to issuance of an approved license, the applicant shall pay a sum of \$500 to city and an **ANNUAL PERMIT FEE: \$150** which sum is considered as the reasonable and necessary cost to administer this chapter and licenses issued hereunder.

THE AMBULANCE PERMIT APPLICATION AND ALL REQUIRED ATTACHMENTS MUST BE SUBMITTED TO THE CITY OF EDINBURG, CITY SECRETARY DEPARTMENT LOCATED AT 210 WEST MCINTYRE, EDINBURG TEXAS 78541.

REQUIRED ATTACHMENTS:

- ☐ Attachment No. 1: Hold Harmless Agreement
- ☐ Attachment No. 2: Certificate for Usage/License Issuance
- ☐ Attachment No. 3: Description of Vehicles to be Used for Ambulance Services
- ☐ Attachment No. 4: Name and Number of Individuals Who Will Operate such Vehicle(s) and Date of Issuance of All Licenses Held by Each Person
- ☐ Copy (ies) of Insurance Policies
- ☐ Copy(ies) of State License
- ☐ Method of Communication with Police/Fire Departments
- ☐ Payment of Fee of \$150

NOTE: City Code of Ordinances, Chapter 111-Ambulances Prohibits Non 9-1- Providers Respond to 9-1-1 calls. There is a penalty for violation of the Code.

Definition of Emergency Response 9-1-1 Provider: The Ambulance Service Provider that Holds a City Council Approved Contract with the City of Edinburg.

**APPLICATION FOR NON-EMERGENCY AMBULANCE SERVICE LICENSE
WITHIN THE CITY OF EDINBURG, TEXAS**

1. OWNER OF AMBULANCE SERVICE:

Business Name of Ambulance Service: Driscoll Children's Hospital
Address: 3533 S. Alameda St., Corpus Christi, Texas 78411
Telephone No./s: 361-694-5000

2. HOLD HARMLESS AGREEMENT:

Attachment No. 1

3. CERTIFICATE FOR USAGE:

Attachment No. 2

4. DESCRIPTION OF VEHICLES TO BE USED FOR AMBULANCE SERVICES:

Attachment No. 3

5. LOCATION AND DESCRIPTION OF THE PLACE FROM WHICH THE AMBULANCE WILL OPERATE:

Address: 1415 West Owassa Rd., Edinburg, TX 78539
Telephone: 956-698-8642

6. NAME, AGES AND SEXES OF THE PERSONS WHO WILL OPERATE SUCH VEHICLE AND NUMBER AND DATE OF ISSUANCE OF ALL LICENSES HELD BY EACH OF SUCH PERSONS PERTAINING TO THE AMBULANCE BUSINESS AND REQUIRED BY LAW.

Attachment No. 4

7. AMBULANCE SERVICE INSURANCE INFORMATION & INSURANCE PROVISIONS:

Insurance Agent: Liberty Mutual Insurance
Insurance Agent Address: 175 Berkeley St., Boston, MA 02116
Insurance Agent Telephone: 1-800-344-0197
Insurance Effective Dates: From 09/01/2023 To 08/31/2024

**APPLICATION FOR NON-EMERGENCY AMBULANCE SERVICE LICENSE
WITHIN THE CITY OF EDINBURG, TEXAS**

The applicant shall file with the City Secretary an insurance policy providing for insurance coverage for each vehicle owned or operated by the applicant for injury to or death of person(s) in accidents resulting from any cause for which the owner or operator of said vehicle would be liable on account of any liability imposed on such person by law, regardless of whether the ambulance was being driven by the owner or owner's employee(s) agent, or lessee in at least the following amount:

- Liability for injury to any one person \$250,000.
- Liability arising from one occurrence for injury to one or more persons arising out of one occurrence \$500,000.
- Property Damage for occurrence \$100,000.
- Malpractice for injury to any one person \$100,000.

A certificate of Insurance must be provided by the Insurance Agent for the Ambulance Service directly to the City of Edinburg. The City Secretary should be notified in writing at least ten days prior to cancellation, or refusal to renew any such policy by the Insurance Agency.

8. YEAR FOR WHICH LICENSE IS APPLIED: 2024

I, Driscoll Children's Hospital/Eric Hamon, President/CEO the undersigned, hereby request a Non-Emergency Ambulance Service License to operate within the City of Edinburg, Texas and certify that I will comply with the provisions of the Emergency Ambulance Service Code of Ordinance, of the City of Edinburg and all laws of the State that I have all required licenses therefore, and required equipment; and I will render satisfactory and efficient ambulance service in accordance with criteria and standards generally recognized in the emergency ambulance business in this area. I also agree if licensed, to respond to emergencies when requested by the licensed 9-1-1 provider, or when requested by public safety officials. I also understand that if I fail to respond to a reasonable report for the 9-1-1 provider, which is requested by public safety officials then my license to operate may be revoked.

Executed this the 10th day of April, 2024



Applicant

By: Eric Hamon, President/CEO

Owner/Agent

**APPLICATION FOR NON-EMERGENCY AMBULANCE SERVICE LICENSE
WITHIN THE CITY OF EDINBURG, TEXAS**

Attachment No. 1

HOLD HARMLESS AGREEMENT

WITNESSETH THAT:

WHEREAS, Driscoll Children's Hospital/Eric Hamon, President/CEO, and the City of Edinburg, a municipal corporation, situated in the Hidalgo County, Texas, are parties to an Agreement dated April 10, 2024 attached hereto; and

WHEREAS, pursuant to said Agreement, Driscoll Children's Hospital/Eric Hamon, President/CEO provides or will provide ambulance service within the City Limits of Edinburg.

NOW, THEREFORE, the undersigned Driscoll Children's Hospital/Eric Hamon, President/CEO ("*Indemnitor*"), agrees to defend, indemnify and hold harmless the City of Edinburg, Texas ("*Indemnatee*"), its employees, officers, successors and assigns, from all damages, costs, expenses, and attorney fees for all claims and suits, including claims and suits for death, personal injury, and property damage, arising out of, or connected with, the services provided under the Agreement, whether or not caused in whole or in part by the negligence of the City, its agents, employees, elected officials or appointed officials.

Said Indemnitor hereby releases and forever discharges Indemnatee, its employees, officers, officials, successors and assigns, which might be claimed to be liable for any and all claims, demands, damages, actions, causes of action, suits, judgments or executions by reason of any losses incurred by Indemnitor in the course of time service is provided.

It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of April, 2024.

INDEMNITOR: Driscoll Children's Hospital/Eric Hamon, President/CEO
NAME OF OWNER OR AGENT

INDEMNITEE: [Signature]
FIRE CHIEF, CITY OF EDINBURG

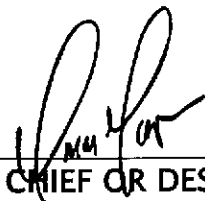
**APPLICATION FOR NON-EMERGENCY AMBULANCE SERVICE LICENSE
WITHIN THE CITY OF EDINBURG, TEXAS**

CHECKLIST

- ✓ _____ Application
- ✓ _____ Hold Harmless Agreement
- ✓ _____ Certificate/License Issuance
- ✓ _____ Description of Ambulances
- ✓ _____ Names and Number of Individuals
- ✓ _____ Insurance
- ✓ _____ State License Copies
- ✓ _____ Method of Communication
- ✓ _____ Non-Emergency Service License
- ✓ _____ Payment for Fee (\$150.00)

DATE: _____

INSPECTED AND APPROVED BY: _____


FIRE CHIEF OR DESIGNEE, CITY OF EDINBURG

FOR CITY SECRETARY DEPARTMENT USE ONLY:

Date Received: _____

Complete Application Received By: _____

Method of Payment: Check-No. _____ Money Order-No.: _____

Supporting Documents:	
A	Insurance Policies



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/05/2023

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

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

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext.): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Driscoll Children's Hospital 3533 South Alameda Street Corpus Christi TX 78411 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Liberty Mutual Fire Ins Co 23035	
	INSURER B: Liberty Insurance Corporation 42404	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570101418578 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOG OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MCO EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE/AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON OWNED AUTOS ONLY			AS2-691-449259-023	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA769D449259033	09/01/2023	09/01/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>

Holder Identifier :

Certificate No : 570101418578



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ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Driscoll Children's Hospital
POLICY NUMBER See Certificate Number: 570101418578		
CARRIER See Certificate Number: 570101418578	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Comprehensive Coverage-Ambulances

Updated list of Vehicles

2015 Ford F550 Ambulance, # 1FDOW5GTXFEC99662
 2016 Ford F550 Ambulance, # 1FDOW5GT5GEB98045
 2017 Ford F550 Ambulance, # 1FDOW5GT5HEC22829
 2020 Ford F550 Ambulance, # 1FDOW5GT4LEC49531
 2022 Ford F350 Ambulance, # 1FDWE3FN4NDC40017
 2023 Ford F550 Ambulance, # 1FDUF5HT3PEC28627
 2022 Dodge Promaster Ambulance # 3C6MRVJG5NE101797

Supporting Documents:	
B	State Licenses



TEXAS
Health and Human
Services

**Texas Department of State
Health Services**

This certifies that

DRISCOLL CHILDRENS HOSPITAL

License Number: 178036

has submitted acceptable evidence of compliance with the Texas Health and Safety Code, Chapter 773, the Texas EMS Act, and is hereby granted a License as a **TEXAS EMERGENCY MEDICAL SERVICES PROVIDER**. This License is not transferable and is valid only for use by the provider named above.

Expiration Date: 9/30/2025

If you have a complaint about the services you have received from this EMS Provider or if you have a reason to believe that a violation of Texas EMS regulations has occurred, please report your concerns to the Texas Department of State Health Services at:

1-800-452-6086 or by email to **EMS_Complaint@dshs.texas.gov**

DRISCOLL CHILDRENS HOSPITAL
3533 S ALAMEDA ST ATTN: CRITICAL CARE
TRANSPORT
CORPUS CHRISTI TX 78411

Document Number: 8761

Provider License No.: 178036
Expiration Date: 9/30/2025

Vehicle Designation:
Specialty
Document No.:
96476
SCT2

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

This certifies that

DRISCOLL CHILDRENS HOSPITAL

has submitted acceptable evidence of compliance with the Texas EMS Act, Chapter 773, of the Health and Safety Code, and is hereby granted an EMS Provider License by the State of Texas. This document is to be prominently displayed in the patient compartment of each designated EMS vehicle while in service or response ready. This document is valid only for the EMS Provider named above.

If you have a complaint about the services you have received from this EMS Provider or if you have a reason to believe that a violation of Texas EMS regulations has occurred, please report your concerns to the Texas Department of State Health Services at:

1-800-452-6086 or by email to **EMS_Complaint@dshs.texas.gov**

Provider License No.: 178036
Expiration Date: 9/30/2025

Vehicle Designation:
Specialty
Document No.:
96477
SCT3

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

This certifies that

DRISCOLL CHILDRENS HOSPITAL

has submitted acceptable evidence of compliance with the Texas EMS Act, Chapter 773, of the Health and Safety Code, and is hereby granted an EMS Provider License by the State of Texas. This document is to be prominently displayed in the patient compartment of each designated EMS vehicle while in service or response ready. This document is valid only for the EMS Provider named above.

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1-800-452-6086 or by email to **EMS_Complaint@dshs.texas.gov**

Provider License No.: 178036
Expiration Date: 9/30/2025

Vehicle Designation:
Specialty
Document No.:
96478
SCT4

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

This certifies that

DRISCOLL CHILDRENS HOSPITAL

has submitted acceptable evidence of compliance with the Texas EMS Act, Chapter 773, of the Health and Safety Code, and is hereby granted an EMS Provider License by the State of Texas. This document is to be prominently displayed in the patient compartment of each designated EMS vehicle while in service or response ready. This document is valid only for the EMS Provider named above.

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1-800-452-6086 or by email to **EMS_Complaint@dshs.texas.gov**

Provider License No.: 178036
Expiration Date: 9/30/2025

Vehicle Designation:
Specialty
Document No.:
96479
SCT5

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

This certifies that

DRISCOLL CHILDRENS HOSPITAL

has submitted acceptable evidence of compliance with the Texas EMS Act, Chapter 773, of the Health and Safety Code, and is hereby granted an EMS Provider License by the State of Texas. This document is to be prominently displayed in the patient compartment of each designated EMS vehicle while in service or response ready. This document is valid only for the EMS Provider named above.

If you have a complaint about the services you have received from this EMS Provider or if you have a reason to believe that a violation of Texas EMS regulations has occurred, please report your concerns to the Texas Department of State Health Services at:

1-800-452-6086 or by email to **EMS_Complaint@dshs.texas.gov**

Provider License No.: 178036
Expiration Date: 9/30/2025

Vehicle Designation:
BLS with MICU
Capability
Document No.:
96473
SCT7

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

This certifies that

DRISCOLL CHILDRENS HOSPITAL

has submitted acceptable evidence of compliance with the Texas EMS Act, Chapter 773, of the Health and Safety Code, and is hereby granted an EMS Provider License by the State of Texas. This document is to be prominently displayed in the patient compartment of each designated EMS vehicle while in service or response ready. This document is valid only for the EMS Provider named above.

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1-800-452-6086 or by email to **EMS_Complaint@dshs.texas.gov**

Supporting Documents:	
C	Method of Communication with Police/Fire Department

Method of Communication with Police/Fire Department

In the event the local police and/or fire department is needed, Transport staff will call 911.

Supporting Documents:	
D	Payment of \$650.00



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

CONSENT AGENDA

Agenda Item No: 14.E.

Automox PatchManagement

1. Agenda Item:

Consider Approving the Renewal of Automox Cloud Patch Management System from Carahsoft. Through Omnia EDU Contract No. R191902 in the Amount of \$49,266.00. [Daniel Vera, Director of Information Technology]

2. Description:

Automox is a cloud-based patch management system that helps the City's cybersecurity posture by keeping all computers, servers, and software up-to-date and secure. The system allows IT administrators to automate patching and updates for operating systems and third-party software applications, reducing the risk of vulnerabilities being exploited by cybercriminals.

Failure to renew the patch management system can lead to outdated software and vulnerable systems, putting the organization at risk of cyberattacks, data breaches, and compliance violations.

Furthermore, renewing Automox also ensures that IT administrators can efficiently manage and deploy patches across the organization, saving time and resources. Automox's automation capabilities can help Streamlining the patching process, reducing the risk of human error and ensuring that all devices are patched consistently.

Funding is available in the Fiscal Year 2023-2024 General Fund Operating Budget, IT Department, Rents and Contractuals. The term of the subscription will be for 12 months in the total amount of \$49,266.00.

3. Staff's Recommendation:

Approve the Renewal of Automox Cloud Patch Management System from Carahsoft. Through Omnia EDU Contract No. R191902 in the Amount of \$49,266.00.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Daniel Vera, Director of
Information Technology

Attachments:

- A. Carahsoft - Automox, Inc. - 06.06.2024 - Quote 46900776 (1)
- B. SHI Quote-24972240 (1)

GOVERNMENT PRICE QUOTATION



CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468
WWW.CARAHSOFT.COM/AUTOMOX | AUTOMOX@CARAHSOFT.COM



TO: Daniel Vera
Director of Information Technology
City of Edinburg
415 W UNIVERSITY DR
Edinburg, TX 78539 USA

FROM: Alaynna Criswell
Automox Government Solutions Team
at Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: dvera@cityofedinburg.com

EMAIL: Alaynna.Criswell@carahsoft.com

PHONE: (956) 388-8204

PHONE: (571) 591-6392

TERMS: OMNIA EDU contract: R191902
Term: April 30, 2025
FTIN:52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 46900776
QUOTE DATE: 06/06/2024
QUOTE EXPIRES: 06/29/2024
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$49,266.00
TOTAL QUOTE: \$49,266.00

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
1	Premium Support - 756	Automox Premium Support - 12 months 12 Months Automox Inc. - Premium Support Start Date: 06/30/2024 End Date: 06/29/2025	LIST: \$9.00 CONTR: \$8.96	\$8.95 COOP	900	\$8,055.00
2	REN-STA-Y2Y	Standard package licenses (renewal) 12 Months Automox Inc. - REN-STA-Y2Y Start Date: 06/30/2024 End Date: 06/29/2025	LIST: \$60.00 CONTR: \$59.70	\$45.79 COOP	900	\$41,211.00
SUBTOTAL:						\$49,266.00
TOTAL PRICE:						\$49,266.00
TOTAL QUOTE:						\$49,266.00

Billing Terms

You will be invoiced for the amount shown in USD upon Automox's acceptance of your Order.

*If you place an Order against this Quote after the Subscription Term Start Date, then Automox may either (i) extend your Subscription Term End Date (without increasing the total fees) so that you receive the full subscription term length; or (ii) keep your Subscription Term End Date and reduce your invoiced amount on a pro-rata basis based on the reduced subscription term length. Automox will invoice you on the date that it accepts your Order, which may be before your Subscription Term Start Date.

Your order will be taxed using the applicable tax rate for your shipping address. Your invoice will reflect the final total taxes in effect at the time of invoicing. If your end customer is tax exempt, please attach the exemption certifications to this Quote or email them to invoices@automox.com. If you do not notify Automox of your tax-exempt status within three days of receipt of your invoice, then Automox may be unable to correct the invoice and you may be responsible for the associated taxes.

Your purchase and resale of the products on this quote is governed by the distributor agreement between you and Automox. The end customer's use of the products is governed by the master services agreement between your customer and Automox ("MSA"). Or if no master agreement applies, the "MSA" is the Master Services Agreement available at <https://www.automox.com/legal/masterservices-agreement>. You will require your reseller to notify their customer of the applicability of the MSA prior to the time of sale of these products.

Auto Uplift

The fees for the products on this quote will automatically increase by 5.00 percent per year at the next renewal



Pricing Proposal
Quotation #: 24972240
Created On: 6/13/2024
Valid Until: 6/28/2024

TX-City of Edinburg

Daniel Vera

PO BOX 1079
ATTN: ACCOUNTS PAYABLE
EDINBURG, TX 78540
United States
Phone: (956) 388-1805
Fax:
Email: dvera@cityofedinburg.com

Inside Account Executive

Mike Ur

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-507-1356
Fax:
Email: mike_ur@shi.com

All Prices are in US Dollar (USD)

Product		Qty	Your Price	Total
1	Automox Premium Support - 12 months Automox Technologies, Inc. - Part#: Premium Support - 756 Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105 Coverage Term: 6/30/2024 – 6/29/2025	900	\$8.96	\$8,064.00
2	Standard package licenses (renewal) Automox Technologies, Inc. - Part#: REN-STA-Y2Y Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105 Coverage Term: 6/30/2024 – 6/29/2025	900	\$52.57	\$47,313.00
			Subtotal	\$55,377.00
			Shipping	\$0.00
			Total	\$55,377.00

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 2, 2024

OTHER BUSINESS

Agenda Item No: 15.B.

Reschedule-City Council Meeting

1. Agenda Item:

Consider Rescheduling the Tuesday, August 06, 2024 Regular City Council Meeting to Wednesday, August 07, 2024. [Clarice Y. Balderas, City Secretary]

2. Description:

The City of Edinburg Code of Ordinances at Title III Administration, Chapter 31 City Council, Section 31.01 Rules and order of business for City Council Meetings, Rule 1: Regular meetings, states that the regular meetings of the City Council shall be held on the first and third Tuesdays of every month at 6:00 p.m., at Edinburg City Hall in the City of Edinburg, Texas. Whenever a function conflicts with the Tuesday of a regular meeting, such regular meeting may be scheduled as soon as practical at the same time and place. Special meetings of the City Council shall be held as scheduled.

In previous years, the City Council has approved rescheduling the first regularly scheduled City Council meeting in August to offer the Council and City Staff the opportunity to attend the Edinburg Crime Stoppers Annual National Night Out public event. This year the event will be held on Tuesday, August 06, 2024, from 6:00 p.m. to 10:00 p.m. at Edinburg Municipal Park, located at 714 S. Raul Longoria Drive.

Due to the Edinburg Crime Stoppers National Night Out event being held on the first Tuesday of August, it is being requested the Council regularly scheduled meeting to be held Tuesday, August 06, 2024 be rescheduled to Wednesday, August 07, 2024.

There are no public hearings scheduled, nor are there any anticipated Governing Body issues that would require legislative action on the date of the next scheduled meeting.

3. Staff's Recommendation:

Rescheduling the Tuesday, August 06, 2024 Regular City Council Meeting to Wednesday, August 07, 2024.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

None