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
OCTOBER 15, 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. 2nd Annual Homestead Exemption Workshop

B. Halloween Fall Festival

C. Fall Brawl

D. Los Muertos Bailan

E. Veterans Day Parade and Concert

5. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing October 2024 as Community Planning Month. [Jaime Acevedo, Director of Planning & Zoning]

B. Presentation of Proclamation Recognizing October 14-18, 2024 as Texas Chamber of Commerce Week. [Clarice Y. Balderas, City Secretary]

6. PUBLIC COMMENTS

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

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

7. PRESENTATIONS AND REPORTS

A. Presentation of Check to Edinburg Consolidated Independent School District for Edinburg Cares Food Drive Event. [Javier Garza, Director of Parks and Recreation]

B. Presentation Regarding the City of Edinburg Special Municipal Charter Amendment Election to be held November 05, 2024. [Clarice Y. Balderas, City Secretary]

C. Presentation on Status of Capital Improvement Projects. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

D. Presentation on Alberta Road Reconstruction Project. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

8. PUBLIC HEARINGS

A. Hold Public Hearing and Consider Approval of Substantial Amendment No. 1 to the Community Development Block Grant Program – Fiscal Year 2023-2027 Consolidated Plan & Strategy. [Claudia L. Farias, Director of Grants Administration]

B. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, a 6.00 Acre Tract of Land Out of Lot 64, Kelly-Pharr Subdivision, Hidalgo County, Texas, as Per Map Recorded in Volume 3, Pages 133-134, Deed Records of Hidalgo County, Texas, Located at 5313 Rolando Drive, as Requested by Jesus Vazquez on Behalf of Jose Dolores Vazquez Solache and Angel Torices. [Jaime Acevedo, Director of Planning & Zoning]

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Urban & Townhome (RU) District, 7.348 Acres Out of Lot 20 Kelly-Pharr Subdivision Volume 3, Pages 133-134, H.C.D.R., City of Edinburg Hidalgo County, Texas, Located at 3216 South Business Highway 281, as Requested by Melden and Hunt Inc. on Behalf of Bliss Family Descendants, LLC. [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, Urban and Townhome (RU) District, A Tract of Land Being a 69.06 Acre Tract of Land, Out of Lots 9 and 16, Section 250, Texas-Mexican Railway Company's Subdivision, Hidalgo County, Texas, as Per Map or Plat Thereof Recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas, Located at 1101 North Alamo Road, as Requested by Juan Garcia on Behalf of WW Escondido, LP. [Jaime Acevedo, Director of Planning & Zoning]

E. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Commercial, Neighborhood (CN) District, the North 100 Feet of the South 235 Feet of the West 330 Feet of Lot 10, Kelly Pharr Subdivision, Located at 3120 South Sugar Road, as Requested by Lalin Fe Evangelista & Ramonjon Custodio. [Jaime Acevedo, Director of Planning & Zoning]

F. Hold Public Hearing and Consider the Ordinance Providing for the City of Edinburg Comprehensive Plan Pursuant to Texas Local Government Code Section 213.003 (a)(1). [Jaime Acevedo, Director of Planning & Zoning]

9. ORDINANCE

A. Consider Ordinance Providing for a Temporary Special Use Permit for the "St. Joseph's Catholic School TurkeyFest" to be Held Saturday, November 9, 2024, from 11:00 a.m. Through 10:00 p.m. at St. Joseph's Catholic School, Located at 119 W. Fay St., Being Portions of Edinburg Townsite Subdivision, Lot 1-2-3 & 6S1/2&7 Through 12 Blk 319. [Jaime Acevedo, Director of Planning and Zoning]

10. BUDGET

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

Fire Prevention

1. General Fund: FROM Worker's Compensation Ins.; Travel, Training, Meetings; Membership Dues, Subscr.; Wearing Apparel; Tools; Recreation & Education; and Motor Vehicle Fuel TO Overtime; Taxes; Assignment Page; and Retirement, in the Amount of $76,190. [Omar Ochoa, Fire Chief]

Recreation

1. General Fund; FROM Part-Time Wages TO Chemicals-Medical & Lab, in the Amount of $28,000. [Javier Garza, Director of Parks & Recreation]

11. RESOLUTION

A. Consider Resolution Authorizing the City Manager to Enter Into an Airport Project Participation Agreement for Texas Department of Transportation Aviation Division Project 2421EDNBG for Infrastructure Improvements totaling $11,111,111 for South Texas International Airport at Edinburg. [Eddie Velarde, Director of Aviation]

12. APPOINTMENT

A. Consider Appointment to the Following City Advisory Board, Council, Commission and Committee: Edinburg Public Library Board, One Member. [Clarice Y. Balderas, City Secretary]

13. 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 the Following Public Service Agencies: Amigos Del Valle, Inc., C.A.M.P. University, Children's Advocacy Center of Hidalgo and Starr Counties, Comfort House, Court Appointed Special Advocate of Hidalgo County,

Inc. (CASA), and Women Together, Inc. [Claudia L. Farias, Director of Grants Administration]

B. Consider Resolution Authorizing the City Manager to Submit an Application to the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA), under the FEMA Public Assistance Grant Program, DR-4798, and Execute All Grant Documents Related Thereto. [Claudia L. Farias, Director of Grants Administration]

C. Consider Authorizing the City Manager or Designee to Renew and Execute a Cooperative Agreement Between the City of Edinburg and the United States Department of Justice, Drug Enforcement Administration (DEA), for Participation in the Organized Crime Drug Enforcement Task Forces (OCDETF). [Jaime Ayala, Chief of Police]

D. Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2024-2025 Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization (IDM) Grant Program and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

E. Consider Authorizing the City Manager or Designee to Renew a Memorandum of Understanding (MOU) Between the Federal Bureau of Investigation (FBI) and the Edinburg, Texas Police Department (EPD). [Jaime Ayala, Chief of Police]

F. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Justice, Under the Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant Program, and Execute All Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

G. Consider Awarding Bid No. 2024-18, New Tires, Retread, and Flat Repair Services to Goodyear Tire & Rubber Company and Southern Tire Mart, LLC for New Tires; Retreads to Oyervides Tire Service, LLC; and Flat Repair Services to Oyervides Tire Service, LLC and Goodyear Tire & Rubber Company Based on Unit Prices. [Ramiro L. Gomez, Director of Solid Waste Management]

H. Consider Authorizing the Purchase of Universal Nestable Containers from Toter, LLC. of Statesville, North Carolina Through Sourcewell Per Unit Price Listed. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

I. Consider Authorizing the Purchase of Kamstrup AMI (Automated Metering Infrastructure) Meters as a Sole Source Item from Aguaworks Pipe & Supply LLC., Per Unit Prices as Listed. [Gerardo Carmona Jr., P.E., Director of Utilities]

J. Consider Authorizing the City Manager to Enter Into a Standard Utility Agreement with the Texas Department of Transportation for the Construction of a New Booster Station. [Gerardo Carmona Jr., P.E., Utilities Director]

K. Consider Authorizing the Disposition of Approximately 130 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

14. OTHER BUSINESS

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

15. EXECUTIVE SESSION

The City Council will convene in Executive Session, in accordance with the Texas Open Meetings Act,

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

A. Discussion and Possible Action Regarding the 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.)

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

C. Consultation with City Attorney and Possible Action Regarding In Re AEP; PUC Docket No. 57057. (§551.071. Consultation with Attorney; Closed Meeting; §551.087).

D. Discussion Regarding Personnel 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.

16. 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 October 11, 2024 at 5:45 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: October 15, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.A.
Proclamation- National Community Planning Month

1. **Agenda Item:**
Presentation of Proclamation Recognizing October 2024 as Community Planning Month. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
Community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community. The full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation.

The Edinburg City Council would like to recognize the many valuable contributions made by professional community and regional planners of the City of Edinburg and extend their heartfelt appreciation for the continued commitment to public service by these professionals.

3. **Staff's Recommendation:**
Present Proclamation Recognizing October 2024 as Community Planning Month.

Reviewed by:		**Prepared by:**
Clarice Balderas, City Secretary	Approved - 10/11/2024	Rita Guerrero, Assistant Director of Planning and Zoning
Jesus Saenz, Assistant City Manager	Final Approval - 10/11/2024	

Attachments:
A. Proclamation

PROCLAMATION

COMMUNITY PLANNING MONTH
OCTOBER 2024

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and,

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and,

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and,

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and,

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and,

WHEREAS, the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and,

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Edinburg; and,

WHEREAS, the Edinburg City Council recognizes the many valuable contributions made by professional community and regional planners of the City of Edinburg and extend our heartfelt thanks for the continued commitment to public service by these professionals.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize the month of October 2024 as:

COMMUNITY PLANNING MONTH

and encourage everyone to express their appreciation to community planners for their diligence and professionalism in city planning and development.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 15th day of October, 2024.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.B.
Proclamation-Texas Chamber of Commerce Week

1. **Agenda Item:**
Presentation of Proclamation Recognizing October 14-18, 2024 as Texas Chamber of Commerce Week. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The Edinburg Chamber of Commerce has existed in Hidalgo County since the late 1920s and was chartered in 1932. The chamber of commerce serves the business community and the community at large. During Texas Chamber of Commerce Week the City of Edinburg will be celebrating the contributions and dedication of the Edinburg Chamber of Commerce and the professional staff that serve them.

The Edinburg City Council would like to recognize the Edinburg Chamber of Commerce for their hard work and commitment to the community.

3. **Staff's Recommendation:**
Present Proclamation Recognizing October 14-18, 2024 as Texas Chamber of Commerce Week.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Texas Chamber of Commerce Week 2024

PROCLAMATION

TEXAS CHAMBER OF COMMERCE WEEK
OCTOBER 14-18, 2024

WHEREAS, the Edinburg Chamber of Commerce goes about each day serving businesses and the community at large. Many citizens know the chamber as the organization that cuts the ribbon of a new business in town or the group that holds the shovels in the photo with the Mayor for the groundbreaking of a new business, expansion or development. Some may know the chamber as the volunteers that coordinate a local festival or parade that celebrates the season and good times for all; and,

WHEREAS, the unseen work of each local Chamber of Commerce in Texas reach virtually every corner of every community. These professionals and volunteer leaders work in the service of business to create an environment of prosperity and a place that people love to call home. They work to ensure all people have a chance at the American dream, chamber professionals work with the education system to create scholars and eventually highly-skilled, qualified workers to serve businesses in the community. From pre-kindergarten through advanced degrees, chambers are working for opportunity for all. Some chambers operate programs teaching entrepreneurship to young people who will eventually begin their own ventures and grow the local economy; and,

WHEREAS, Chambers are advocates locally, statewide and federally to ensure that their community receives projects, funding, and completion of necessary road enhancements, improvements and mobility. They are working with lawmakers to create structure where citizens can thrive. They are also fighting to maintain a regulatory system that allows business to thrive and the local economy to grow with a watchful eye on public safety and the consideration of all people; and,

WHEREAS, in times of disaster chambers are quite often ground zero for getting the message out and services to businesses to assist them with rebuilding, reopening their doors and working through a difficult time. In these times the chamber is also working with (sometimes coordinating the efforts) of other organization to guarantee that citizens have access to the resources and information they need to return to everyday life; and,

WHEREAS, these organizations are in the arena looking out for all people. Whether it is healthcare or a new turn signal, early childhood education or the development of a new business, connecting people to grow opportunity or attracting and assisting visitors to the community in navigating and engaging with local businesses and attractions the chamber is there working, connecting, advocating, and serving; and,

WHEREAS, the Edinburg City Council recognizes the accomplishments of the Edinburg Chamber of Commerce and ask residents to take a moment to stop by your local office or if you happen to see your chamber staff around town please thank them for their work and commitment to the community.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby proclaim October 14-18, 2024:

TEXAS CHAMBER OF COMMERCE WEEK

And encourage everyone to learn a little more about the areas of focus of your local chamber and consider where you might fit as a member and volunteer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 15th day of October, 2024.

CITY OF EDINBURG, TEXAS

ATTEST:

By: _____
Ramiro Garza, Jr., Mayor

By:_____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
PRESENTATIONS AND REPORTS
Agenda Item No: 7.A.
Edinburg Cares Check Presentation

1. **Agenda Item:**
Presentation of Check to Edinburg Consolidated Independent School District for Edinburg Cares Food Drive Event. [Javier Garza, Director of Parks and Recreation]

2. **Description:**
In 2011, the City of Edinburg and Edinburg Consolidated Independent School District (ECISD) partnered together to create the Edinburg Cares Food Drive Event with the intent to help disadvantaged citizens and families in the community. After twelve (12) years since launching this great event, we have been able to provide over 1000 turkeys with trimmings to selected ECISD families, in addition over 250 baskets to additional families, as well as providing canned foods to our local food pantries across the City of Edinburg. Under the direction of the City of Edinburg Parks and Recreation Department, Edinburg Cares, is committed to promoting a good healthy life style and wellness through positive impact that will bring the whole community together.

The Parks & Recreation Department will start collecting cans for the Edinburg Cares Food Drive beginning Monday, September 23, 2024 thru November 15, 2024. The City of Edinburg will be presenting a check to ECISD for the purchase of the turkeys for the Thanksgiving Meal distributions that will take place at the Edinburg Cares event on Saturday, November 23, 2024.

3. **Staff's Recommendation:**
Present Check to Edinburg Consolidated Independent School District for Edinburg Cares Food Drive Event.

Reviewed by:
Javier Garza, Director of Parks and Recreation
Jesus Saenz, Assistant City Manager

Prepared by:
Lee Tamez, Recreation Supervisor

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
PRESENTATIONS AND REPORTS
Agenda Item No: 7.B.
Municipal Election Charter Amendments

1. **Agenda Item:**
Presentation Regarding the City of Edinburg Special Municipal Charter Amendment Election to be held November 05, 2024. [Clarice Y. Balderas, City Secretary]

2. **Description:**
On August 15, 2023, the Edinburg City Council established a Charter Review Committee, charged with reviewing the existing City of Edinburg Charter and making recommendations to the City Council. There were five members who served on the committee, and each member was appointed by a member of the City Council. The Charter Review Committee held Bi-Weekly Meetings from December 01, 2023 to May 23, 2024 to review the Edinburg City Charter.

On June 18, 2024 the Charter Review Committee presented the Proposed Charter Amendments to the Edinburg City Council. At the July 16, 2024 City Council Regular Meeting the Edinburg City Council held a Public Hearing on the City of Edinburg Charter Propositions.

After said public hearing, Edinburg City Council approved Resolution No. 2639 ordering the City of Edinburg Charter Special Election to be held during the Uniform Election on November 05, 2024.

The presentation will be to inform the residents of the election and how to navigate the elections webpage.

3. **Staff's Recommendation:**
Presentation Regarding the City of Edinburg Special Municipal Charter Amendment Election to be held November 05, 2024.

Reviewed by:

Prepared by:
Clarice Balderas, City Secretary

Attachments:
A. Resolution No. 2639
B. Amended Order of Election
C. Sample Ballot
D. Early Voting Schedule-Polling Locations
E. Election Day Polling Locations
F. 10112024 Propositions

RESOLUTION NO. 2639

A RESOLUTION ORDERING AND CALLING FOR A SPECIAL ELECTION ON PROPOSED CHARTER AMENDMENTS, DURING THE UNIFORM ELECTION TO BE HELD ON NOVEMBER 05, 2024, AND OTHER MATTERS RELATING TO SAID ELECTION.

WHEREAS, the Edinburg City Charter was adopted and approved on April 05, 1949, creating the first home-rule charter; and,

WHEREAS, the Edinburg City Charter has had subsequent amendments on March 03, 1953; October 21, 1969; April 15, 1975; November 17, 1981; March 07, 1989; January 22, 1996; November 16, 2011 and November 20, 2018; and,

WHEREAS, on August 15, 2023, the Edinburg City Council established a Charter Review Committee, charged with reviewing the existing City of Edinburg Charter and making recommendations to the City Council; and,

WHEREAS, the Charter Review Committee convened every two weeks from December 01, 2023 through May 23, 2023 and finally presented their recommendations to the Edinburg City Council on June 18, 2024 during a City Council Work Session; and,

WHEREAS, on July 16, 2024, the Edinburg City Council held a Public Hearing on the City of Edinburg Charter Propositions to be placed on the Election Ballot; and,

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

In compliance with the Edinburg City Charter and in accordance with the Constitution and laws of the State of Texas, the Edinburg City Council hereby orders that a Special Election, hereinafter, be held on November 05, 2024, between the hours of 7:00 AM and 7:00 PM, which is within the time prescribed by law, at the places designated for the Uniform Election, for the purpose of submitting to the qualified voters of the City of Edinburg, for adoption or rejection, the proposed amendments as shown in detail in Exhibit "A" to the existing Edinburg City Charter.

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

SECTION 1. The Edinburg City Council desires to submit the hereinafter set forth amendments to said Charter to the electorate of the City of Edinburg; and,

SECTION 2. The Edinburg City Council deems it efficient and expedient to submit the proposed amendments to the existing Edinburg City Charter to its voters on the Uniform Election Date of November 05, 2024.

SECTION 3. PROPOSITIONS: The official ballots to be used in said election shall be prepared in accordance with the Texas Elections Code, and shall have printed thereon the Propositions as listed in Exhibit "A".

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 16th day of July, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG, TEXAS

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

By: _____
Omar Ochoa, City Attorney

Attachment: Exhibit A-Order of Election

AMENDED ORDER OF SPECIAL ELECTION FOR THE CITY OF EDINBURG
ENMENDADO ORDEN DE ELECCIÓN ESPECIAL PARA LA CIUDAD DE EDINBURG

AN ELECTION IS HEREBY ORDERED TO BE HELD ON NOVEMBER 05, 2024 FOR THE PURPOSE OF: AMENDMENTS TO THE CITY CHARTER OF THE CITY OF EDINBURG, TEXAS

(POR LO PRESENTE SE ORDENA QUE SE LLEVARA ACABO UNA ELECCIÓN EL DIA 05 DE NOVIEMBRE, 2024 CON EL PROPOSITO DE: ENMIENDAS A LOS ESTATUTOS DE LA CIUDAD DE EDINBURG, TEXAS)

PROPOSITION A

Should Article II Section 4 be amended to revise the process for filling vacancies on the city council to be consistent with the requirements of the Texas Constitution, which requires that vacancies with more than one year be ordered to a special election?

PROPUESTA A

¿Debería enmendarse el Artículo II, Sección 4, para revisar el proceso de llenar vacantes en el Concejo Municipal para que sea consistente con los requisitos de la Constitución de Texas, que requiere que las vacantes con más de un año sean ordenadas a una elección especial?

PROPOSITION B

Should Article II Section 3, Article V Section 3, Article VI Section 1, Article VIII Section 2, and Article XVIII Section 1 be amended so that the City's appointed positions (City Manager, City Attorney, City Secretary, and Municipal Court Clerk) each serve until removed by the City Council?

PROPUESTA B

¿Deberían enmendarse el Artículo II Sección 3, el Artículo V Sección 3, el Artículo VI Sección 1, el Artículo VIII Sección 2 y el Artículo XVIII Sección 1 para que los puestos designados por la Ciudad (Administrador de la Ciudad, Abogado de la Ciudad, Secretario de la Ciudad y Secretario del Tribunal Municipal) sirvan hasta que el Concejo Municipal los destituya?

PROPOSITION C

Should Article III Section 9 be amended to require that the City's ordinances and notices be published in accordance with state law?

PROPUESTA C

¿Debería enmendarse el Artículo III, Sección 9, para exigir que las ordenanzas y avisos de la Ciudad se publiquen de acuerdo con la ley estatal?

PROPOSITION D

Should Article III Section 1 and Section 2 be amended to clarify that newly elected City Council Members and the Mayor take office at the regular City Council meeting following an election and that a Mayor Pro Tem be chosen by the City Council at that meeting?

PROPUESTA D

¿Deberían enmendarse las Secciones 1 y 2 del Artículo III para aclarar que los Miembros del Concejo Municipal recién elegidos y el Alcalde asumen el cargo en la reunión regular del Concejo Municipal después de una elección y que el Concejo Municipal elige un Alcalde Interino en esa reunión?

PROPOSITION E

Should Article IV Section 4 be amended to conform the city's posting of the names of candidates in a city election with the requirements of state law?

PROPUESTA E

¿Debería enmendarse el Artículo IV, Sección 4, para que la publicación de los nombres de los candidatos en una elección municipal por parte de la ciudad se ajuste a los requisitos de la ley estatal?

PROPOSITION F

Should Article II Section 2 and Article IV Section 5-A be amended to conform city elections to Texas Constitution requirements that candidates for an elective office must receive a majority of all votes cast rather than a plurality?

PROPUESTA F

¿Deberían enmendarse el Artículo II, Sección 2 y el Artículo IV, Sección 5-A para que las elecciones municipales cumplan con los requisitos de la Constitución de Texas de que los candidatos a un cargo electivo deben recibir la mayoría de todos los votos emitidos en lugar de una pluralidad?

PROPOSITION G

Should Article VI Section 1 be amended to require that the City Attorney be a full-time city employee?

PROPUESTA G

¿Debería enmendarse el Artículo VI Sección 1 para exigir que el Abogado de la Ciudad sea un empleado municipal de tiempo completo?

PROPOSITION H

Should Article VII Section 1, Section 3, and Section 4 be amended to clarify that the City's Finance Director is the head of the City's department of finance (rather than the City Manager) and that the Finance Director reports to the City Manager?

PROPUESTA H

¿Deberían enmendarse las secciones 1, 3 y 4 del Artículo VII para aclarar que el Director de Finanzas de la Ciudad es el jefe del departamento de finanzas de la Ciudad (en lugar del Administrador de la Ciudad) y que el Director de Finanzas depende del Administrador de la Ciudad?

PROPOSITION I

Should Article VIII Section 1 be amended to require that the Municipal Court Judge be an attorney who has practiced in the State of Texas for at least three (3) years and otherwise clarify that the municipal court has the jurisdiction provided by and should be conducted in accordance with state law?

PROPUESTA I

¿Debería enmendarse el Artículo VIII, Sección 1, para exigir que el Juez del Tribunal Municipal sea un abogado que haya ejercido en el Estado de Texas durante al menos tres (3) años y aclarar que el Tribunal Municipal tiene la jurisdicción proporcionada por y debe llevarse a cabo de acuerdo con la ley estatal?

PROPOSITION J

Should the City Charter be amended by revising various sections of Articles XII - XVI to clarify the procedures for petitioning a recall, initiative, or referendum election including requiring that all petitions be signed by a certain number of qualified voters of the city; making clear that the powers of initiative and referendum do not extend to ordinances relating to bonds, the city's finances and budgeting, or causing the city to spend money; removing the requirement that petitions be circulated only by a committee of circulators; and establishing that signatures to a petition remain effective for 30 days prior to the filing of the petition with the city?

PROPUESTA J

¿Debería enmendarse la Carta Constitucional de la Ciudad revisando varias secciones de los Artículos XII a XVI para aclarar los procedimientos para solicitar una elección de revocatoria, iniciativa o referéndum, incluido el requisito de que todas las peticiones estén firmadas por un cierto número de votantes calificados de la ciudad; dejar en claro que los poderes de iniciativa y referéndum no se extienden a las ordenanzas relacionadas con los bonos, las finanzas y el presupuesto de la ciudad, o que hacen que la ciudad gaste dinero; eliminar el requisito de que las peticiones sean distribuidas únicamente por un comité de circuladores; ¿Y establecer que las firmas de una petición permanezcan vigentes durante 30 días antes de la presentación de la petición ante la ciudad?

PROPOSITION K

Should Article XVII Section 11 be amended to require that the city appoint a charter review committee to review the City Charter and recommend amendments, if any, every five years during years ending in 0 or 5?

PROPUESTA K

¿Debería enmendarse el Artículo XVII Sección 11 para exigir que la ciudad nombre un comité de revisión de la Carta Constitucional para revisar la Carta Constitucional de la Ciudad y recomendar enmiendas, si las hubiera, cada cinco años durante los años que terminan en 0 o 5?

Early voting by personal appearance will be conducted Monday through Friday at:
Hidalgo County Elections Annex Building (Annex Room), located at 317 North Closner Boulevard (North Entrance), Edinburg, Texas; the University of Texas-Rio Grande Valley, Student Academic Center (UTRGV-ESTAC) located at 1201 West University Drive, Edinburg, Texas and the Edinburg Conference Center at Renaissance (Conference Room), 118 Paseo Del Prado, Edinburg, Texas beginning on Monday, October 21, 2024 through Friday, November 01, 2024 between the hours of 7:00 a.m. to 7:00 p.m.; and weekend early voting will be held on Saturday, October 26, 2024 from 7:00 a.m. to 7:00 p.m., and Sunday, October 27, 2024 from 10:00 a.m. to 4:00 p.m.

La votación anticipada en persona se llevará a cabo de lunes a viernes en:
Edificio Anexo de Elecciones del Condado de Hidalgo (Habitación Anexa), ubicado en Norte Bulevar Closner No. 317 (Entrada Norte), Edinburg, Texas; la Universidad de Texas-Rio Grande Valle-Centro Académico Estudiantil (ESTAC) ubicado en Oeste Calle University No. 1201, Edinburg, Texas y Centro de Conferencias en Renaissance Edinburg, ubicado en 118 Paseo del Prado, Edinburg, Texas (sala de conferencia) a partir del lunes 21 de octubre de 2024 hasta el viernes 01 de noviembre de 2024 entre las horas de 7:00 am y las 7:00 pm; y la votación anticipada de fin de semana se llevará a cabo el sábado 26 de octubre de 2024 de 7:00 a.m. a 7:00 p.m., y el domingo 27 de octubre de 2024 de 10:00 a.m. a 4:00 p.m.

The polling places, as well as the days and hours of operation, are subject to change as they are to be determined by the Hidalgo County Elections Department.

Los lugares de votación, así como los días y horas de operación, están sujetos a cambios ya que serán determinados por el Departamento de Elecciones del Condado de Hidalgo.

Applications for ballot by mail shall be mailed to: Hilda A. Salinas, Hidalgo County Elections Department, 213 South Closner Boulevard, Edinburg, Texas 78539, for registered voters residing within the Edinburg City limits.

Las solicitudes para boletas que se votaran en ausencia por correo deberán enviarse a: Hilda A. Salinas, Departamento de Elecciones del Condado de Hidalgo, Sur Bulevar Closner No. 213, Edinburg, Texas, 78539, para votantes registrados que residen dentro de los límites de la ciudad de Edinburg.

Applications for ballots by mail must be received, not simply postmarked, no later than 7:00 p.m. on Friday, October 25, 2024.

Las solicitudes para boletas que se votaran en ausencia por correo deberán ser recibidas, no sellado por correo postal, para las 7:00 p.m. el día viernes 25 de octubre del 2024.

Issued this the 17th day of September 2024.
(Emitida este día 17 de septiembre, 2024.)

Mayor Ramiro Garza, Jr.
(Firma del Alcalde)

Mayor Pro Tem Daniel "Dan" Diaz
(Firma del Miembro del Concilio)

Councilmember Jason De Leon
(Firma del Miembro del Concilio)

Councilmember David Salazar
(Firma del Miembro del Concilio)

Councilmember David White
(Firma del Miembro del Concilio)

Please Note: In accordance to the Texas Election Code, Chapter 52, Section 52.008 (b) A sample ballot may be printed only on yellow paper.
Favor de Notar: De acuerdo con el código de elecciones de Texas, Capitulo 52, Sección 52.008 (b) Una boleta de muestra solamente se puede imprimir en papel de color amarillo.

SAMPLE BALLOT
BOLETA DE MUESTRA

CITY OF EDINBURG
CIUDAD DE EDINBURG

SPECIAL ELECTION
ELECCION ESPECIAL

EDINBURG, TEXAS
EDINBURG, TEXAS

NOVEMBER 05, 2024
05 de noviembre del 2024

OFFICIAL BALLOT
BOLETA OFICIAL

Vote for your choice for each proposition by placing an "X" in the square beside your selection.
Vote por su preferencia en cada propuesta marcando una "X" en el cuadro al lado de su selección.

Proposition A, City of Edinburg Special Election
(Propuesta A, Ciudad de Edinburg Elección Especial)

Should Article II Section 4 be amended to revise the process for filling vacancies on the city council to be consistent with the requirements of the Texas Constitution, which requires that vacancies with more than one year be ordered to a special election?
¿Debería enmendarse el Artículo II, Sección 4, para revisar el proceso de llenar vacantes en el Concejo Municipal para que sea consistente con los requisitos de la Constitución de Texas, que requiere que las vacantes con más de un año sean ordenadas a una elección especial?

- ☐ FOR (A FAVOR DE)
- ☐ AGAINST (EN CONTRA)

Proposition B, City of Edinburg Special Election
(Propuesta B, Ciudad de Edinburg Elección Especial)

Should Article II Section 3, Article V Section 3, Article VI Section 1, Article VIII Section 2, and Article XVIII Section 1 be amended so that the City's appointed positions (City Manager, City Attorney, City Secretary, and Municipal Court Clerk) each serve until removed by the City Council?
¿Deberían enmendarse el Artículo II Sección 3, el Artículo V Sección 3, el Artículo VI Sección 1, el Artículo VIII Sección 2 y el Artículo XVIII Sección 1 para que los puestos designados por la Ciudad (Administrador de la Ciudad, Abogado de la Ciudad, Secretario de la Ciudad y Secretario del Tribunal Municipal) sirvan hasta que el Concejo Municipal los destituya?

- ☐ FOR (A FAVOR DE)
- ☐ AGAINST (EN CONTRA)

Proposition C, City of Edinburg Special Election
(Propuesta C, Ciudad de Edinburg Elección Especial)

Should Article III Section 9 be amended to require that the City's ordinances and notices be published in accordance with state law?
¿Debería enmendarse el Artículo III, Sección 9, para exigir que las ordenanzas y avisos de la Ciudad se publiquen de acuerdo con la ley estatal?

- ☐ FOR (A FAVOR DE)
- ☐ AGAINST (EN CONTRA)

Proposition D, City of Edinburg Special Election
(Propuesta D, Ciudad de Edinburg Elección Especial)

Should Article III Section 1 and Section 2 be amended to clarify that newly elected City Council Members and the Mayor take office at the regular City Council meeting following an election and that a Mayor Pro Tem be chosen by the City Council at that meeting?
Deberían enmendarse las Secciones 1 y 2 del Artículo III para aclarar que los Miembros del Concejo Municipal recién elegidos y el Alcalde asumen el cargo en la reunión regular del Concejo Municipal después de una elección y que el Concejo Municipal elige un Alcalde Interino en esa reunión?

- ☐ FOR (A FAVOR DE)
- ☐ AGAINST (EN CONTRA)

SAMPLE MUESTRA

Proposition E, City of Edinburg Special Election
(Propuesta E, Ciudad de Edinburg Elección Especial)

Should Article IV Section 4 be amended to conform the city's posting of the names of candidates in a city election with the requirements of state law?
¿Debería enmendarse el Artículo IV, Sección 4, para que la publicación de los nombres de los candidatos en una elección municipal por parte de la ciudad se ajuste a los requisitos de la ley estatal?

- ☐ FOR (A FAVOR DE)
- ☐ AGAINST (EN CONTRA)

Proposition F, City of Edinburg Special Election
(Propuesta F, Ciudad de Edinburg Elección Especial)

Should Article II Section 2 and Article IV Section 5-A be amended to conform city elections to Texas Constitution requirements that candidates for an elective office must receive a majority of all votes cast rather than a plurality? *¿Deberían enmendarse el Artículo II, Sección 2 y el Artículo IV, Sección 5-A para que las elecciones municipales cumplan con los requisitos de la Constitución de Texas de que los candidatos a un cargo electivo deben recibir la mayoría de todos los votos emitidos en lugar de una pluralidad?*

- ☐ FOR (A FAVOR DE)
- ☐ AGAINST (EN CONTRA)

Proposition G, City of Edinburg Special Election
(Propuesta G, Ciudad de Edinburg Elección Especial)

Should Article VI Section 1 be amended to require that the City Attorney be a full-time city employee?
¿Debería enmendarse el Artículo VI Sección 1 para exigir que el Abogado de la Ciudad sea un empleado municipal de tiempo completo?

- ☐ FOR (A FAVOR DE)
- ☐ AGAINST (EN CONTRA)

Proposition H, City of Edinburg Special Election
(Propuesta H, Ciudad de Edinburg Elección Especial)

Should Article VII Section 1, Section 3, and Section 4 be amended to clarify that the City's Finance Director is the head of the City's department of finance (rather than the City Manager) and that the Finance Director reports to the City Manager?
¿Deberían enmendarse las secciones 1, 3 y 4 del Artículo VII para aclarar que el Director de Finanzas de la Ciudad es el jefe del departamento de finanzas de la Ciudad (en lugar del Administrador de la Ciudad) y que el Director de Finanzas depende del Administrador de la Ciudad?

- ☐ FOR (A FAVOR DE)
- ☐ AGAINST (EN CONTRA)

Proposition I, City of Edinburg Special Election
(Propuesta I, Ciudad de Edinburg Elección Especial)

Should Article VIII Section 1 be amended to require that the Municipal Court Judge be an attorney who has practiced in the State of Texas for at least three (3) years and otherwise clarify that the municipal court has the jurisdiction provided by and should be conducted in accordance with state law?
¿Debería enmendarse el Artículo VIII, Sección 1, para exigir que el Juez del Tribunal Municipal sea un abogado que haya ejercido en el Estado de Texas durante al menos tres (3) años y aclarar que el Tribunal Municipal tiene la jurisdicción proporcionada por y debe llevarse a cabo de acuerdo con la ley estatal?

- ☐ FOR (A FAVOR DE)
- ☐ AGAINST (EN CONTRA)

Proposition J, City of Edinburg Special Election
(Propuesta J, Ciudad de Edinburg Elección Especial)

Should the City Charter be amended by revising various sections of Articles XII - XVI to clarify the procedures for petitioning a recall, initiative, or referendum election including requiring that all petitions be signed by a certain number of qualified voters of the city; making clear that the powers of initiative and referendum do not extend to ordinances relating to bonds, the city's finances and budgeting, or causing the city to spend money; removing the requirement that petitions be circulated only by a committee of circulators; and establishing that signatures to a petition remain effective for 30 days prior to the filing of the petition with the city?
¿Debería enmendarse la Carta Constitucional de la Ciudad revisando varias secciones de los Artículos XII a XVI para aclarar los procedimientos para solicitar una elección de revocatoria, iniciativa o referéndum, incluido el requisito de que todas las peticiones estén firmadas por un cierto número de votantes calificados de la ciudad; dejar en claro que los poderes de iniciativa y referéndum no se extienden a las ordenanzas relacionadas con los bonos, las finanzas y el presupuesto de la ciudad, o que hacen que la ciudad gaste dinero; eliminar el requisito de que las peticiones sean distribuidas únicamente por un comité de circuladores; ¿Y establecer que las firmas de una petición permanezcan vigentes durante 30 días antes de la presentación de la petición ante la ciudad?

- ☐ FOR (A FAVOR DE)
- ☐ AGAINST (EN CONTRA)

SAMPLE MUESTRA

Proposition K, City of Edinburg Special Election
(Propuesta K, Ciudad de Edinburg Elección Especial)

Should Article XVII Section 11 be amended to require that the city appoint a charter review committee to review the City Charter and recommend amendments, if any, every five years during years ending in 0 or 5?
¿Debería enmendarse el Artículo XVII Sección 11 para exigir que la ciudad nombre un comité de revisión de la Carta Constitucional para revisar la Carta Constitucional de la Ciudad y recomendar enmiendas, si las hubiera, cada cinco años durante los años que terminan en 0 o 5?

- ☐ FOR (A FAVOR DE)
- ☐ AGAINST (EN CONTRA)

SAMPLE/MUESTRA

NOVEMBER 5, 2024 GENERAL ELECTION AND LOCAL ENTITIES ELECTIONS
EARLY VOTING POLLING LOCATIONS DATES AND TIMES

(5 DE NOVIEMBRE DEL 2024 ELECCION GENERAL Y ELECCIONES DE ENTIDADES LOCALES LUGARES DE VOTACIÓN ANTICIPADA FECHAS Y HORARIOS)

During Early Voting, eligible voters can cast their ballot at any polling location.
(Durante la votación anticipada, los votantes elegibles pueden emitir su voto en cualquier casilla electoral.)

Days *(Dias)*	Dates *(Fechas)*	Hours *(Horario)*
Monday *(lunes)* - Saturday *(sábado)*	October 21, 2024 - October 26, 2024	7:00 a.m. to 7:00 p.m.
Sunday *(domingo)*	October 27, 2024	10:00 a.m. to 4:00 p.m.
Monday *(lunes)* - Friday *(viernes)*	October 28, 2024 - November 1, 2024	7:00 a.m. to 7:00 p.m.

CITY *(CIUDAD)*	LOCATION *(UBICACIÓN)*	ADDRESS *(DIRECCIÓN)*	VOTING AREA *(ÁREA DE VOTACION)*
1. ALAMO	Sgt. Fernando Library	416 N. Tower Rd, Alamo, TX	Meeting Room (*Sala de reuniones)*
2. ALTON	Alton Recreation Center	349 Dawes Ave, Alton, TX	Gymnasium (*Gimnasio)*
3. DONNA	Amigos Del Valle	1408 Silver Ave, Donna, TX	Main Entrance (*Entrada principal)*
4. EDCOUCH	Sgt. Rodriguez Community Center	320 W. Santa Rosa Ave. Edcouch, TX	Meeting Room (*Sala de reuniones)*
5. EDINBURG/ SAN CARLOS	San Carlos Endowment	107 N. Sunflower Rd, Edinburg, TX	Conference Room (*Sala de conferencias)*
6. EDINBURG	Edinburg Conference Center at Renaissance	118 Paseo Del Prado,, Edinburg, TX	Conference Room (*Sala de Conferencia)*
7. EDINBURG	Elections Annex	317 N. Closner Blvd, Edinburg, TX "Rear"	Annex Room *(Habitación Anexo)*
8. EDINBURG	UTRGV	1201 W. University Dr, Edinburg, TX	Student Academic Center (ESTAC) *(Centro Académico de Estudiantes (ESTAC))*
9. ELSA	Municipal Court	216 E. 4th St, Elsa, TX	Court Chambers (*Salas de la Corte)*
10. GRANJENO	Granjeno Public Facility	6553 S. FM 494, Mission, TX	Computer Lab/Library *(Laboratorio de computación/Biblioteca)*
11. HIDALGO	Hidalgo Public Library	710 E. Ramón Ayala Dr. Hidalgo, TX	Conference Room (*Sala de Conferencias)*
12. LA JOYA	La Joya Youth Center	604 Salomon Chapa Dr, La Joya, TX	Gymnasium (*Gimnasio)*
13. LA VILLA	Multi-Purpose Building	500 E. 9th St, La Villa, TX	Classroom (*Salon de Clase)*
14. MCALLEN	Fireman's Pumphouse	201 N. 1st St, McAllen, TX	Main Entrance (*Entrada principal)*
15. MCALLEN	Palm View Community Center	3401 Jordan Rd, McAllen, TX	Exercise Room (*Sala de ejercicios)*
16. MCALLEN	Hidalgo County Water Improvement District #3 Main Office	1325 Pecan Blvd McAllen, TX	Conference Room (*Sala de Conferencias)*
17. MCALLEN	STC Pecan Bldg. U	3201 Pecan Blvd, McAllen, TX	Internet Cafe *(Café Internet)*
18. MCALLEN	Lark Community Center	2601 Lark Ave. Exercise Room, McAllen, TX	Exercise Room (*Sala de Ejercicios)*
19. MCALLEN	STC Nursing Bldg. B	1901 S. McColl Rd, McAllen, TX	Community Room *(Sala de Comunidad)*
20. MERCEDES	Mercedes Civic Center	520 E. 2nd St, Mercedes, TX	Main Entrance (*Entrada principal)*
21. MISSION	Mission Parks and Recreation Center	721 Bryan Rd, Mission, TX	Gymnasium (*Gimnasio)*
22. MISSION	Bannworth Gym	1822 N. Shary Rd, Mission, TX	Gymnasium (*Gimnasio)*
23. MISSION/ PEÑITAS	Pct. 3 Field Office	8320 W Mile 7 Rd, Mission, TX	Office (*Oficina)*
24. MONTE ALTO	Monte Alto Community Center	25149 1st St, Monte Alto, TX	Main Entrance (*Entrada principal)*
25. PALMVIEW	Pct. 3 The Mansion	2401 N. Moorefield Rd, Palmview, TX	Back Entrance (*Entrada Trasera)*
26. PALMVIEW	Palmview Recreation Center	406 W Veterans Blvd, Palmview, TX	Gymnasium (*Gimnasio)*
27. PHARR	Jose "Pepe" Salinas Center	1011 W. Kelly Ave, Pharr, TX	Small Hall (*Pequeño salon)*
28. PHARR	Pharr Development and Research Center	850 W. Dicker Rd, Pharr, TX	Conference Room *(Sala de conferencias)*
29. PHARR	Valley View ISD Staff Development Center	9701 S. Jackson Rd, Pharr, TX	Cafeteria (*Cafetería)*
30. PROGRESO	Progreso Community Center	510 N. FM 1015, Pharr, TX	Main Entrance (*Entrada principal)*
31. SAN JUAN	San Juan Memorial Library	1010 S. Standard Ave, San Juan , TX	Multi-Purpose Room *(Sala de usos multiples)*
32. SULLIVAN CITY	Sullivan City WIC Clinic	371 W. Expressway 83, Sullivan, TX	Lobby (*Vestíbulo)*
33. WESLACO	Business, Visitor, and Event Center	275 S. Kansas, Weslaco, TX	Conference Room A & B *(Sala de conferencias A y B)*
MAIN EARLY VOTING LOCATION ***(LUGAR PRINCIPAL DE VOTACION ANTICIPADA)***			

Follow us on our social media:
(Síguenos en nuestras redes sociales:)

For more election information, you can visit our website at www.hidalgocounty.us/elections, or call us at (956)318-2570.

(Para obtener más información sobre las elecciones, puede visitar nuestro sitio web en www.hidalgocounty.us/elections, o llámenos al (956) 318-2570.)

NOVEMBER 5, 2024 GENERAL ELECTION AND LOCAL ENTITIES ELECTIONS
COUNTYWIDE ELECTION DAY POLLING LOCATIONS
(5 DE NOVIEMBRE DEL 2024 ELECCION GENERAL Y ELECCIONES DE ENTIDADES LOCALES CASILLAS ELECTORALES DE TODO EL CONDADO DURANTE EL DÍA DE ELECCIÓN)

On Election Day, eligible voters can cast their ballot at any polling location.
(Durante el Día de Elección, los votantes podrán emitir su voto en cualquier casilla electoral.)

POLLS OPEN FROM 7A.M. TO 7P.M.
(Las casillas electorales abren a las 7:00 a.m. a las 7:00 p.m.)

CITY *(CIUDAD)*	LOCATION *(UBICACIÓN)*	ADDRESS *(DIRECCIÓN)*	VOTING AREA *(ÁREA DE VOTACION)*
1. ALAMO	Alamo Community Center	1429 S. Tower Rd, Alamo, TX	Meeting Room 1 & 2 *(Sala de Reuniones 1 y 2)*
2. ALAMO	Farias Elementary School	1100 W Acacia Ave. Alamo, TX	Gymnasium *(Gimnasio)*
3. ALAMO	Guerra Elementary School	807 TX-495, Alamo, TX	Computer Lab Rm. D1 *(Laboratorio de Computación, Sala D1)*
4. ALAMO	IDEA Alamo	325 Kansas Rd. Alamo, TX	Hallway *(Pasillo)*
5. ALAMO	PSJA Memorial Early College High School	800 S Alamo Rd, Alamo, TX	Concession Room *(Sala de Conferencia)*
6. ALAMO	Santos Livas Elementary	733 N Alamo Rd, Alamo, TX	Computer Lab Rm. #119 *(Laboratorio de Computación)*
7. ALAMO	Sgt. Fernando Library	416 N. Tower Rd, Alamo, TX	Meeting Room *(Sala de Reuniones)*
8. ALTON	Alton Elementary School	205 S Chicago St, Mission, TX	Main Entrance *(Entrada Principal)*
9. ALTON	Alton Recreation Center	349 Dawes Ave. Alton, TX	Gymnasium *(Gimnasio)*
10. DONNA	Amigos Del Valle	1408 Silver Ave, Donna, TX	Main Entrance *(Entrada Principal)*
11. DONNA	Donna Recreation Center	307 Miller Ave, Donna, TX	Main Entrance *(Entrada Principal)*
12. DONNA	W.A. Todd Middle School	400 N. Salinas Blvd, Donna, TX	Gymnasium *(Gimnasio)*
13. EDCOUCH	Sgt. Rodriguez Community Center	320 W. Santa Rosa Ave. Edcouch, TX	Meeting Room *(Sala de Reuniones)*
14. EDINBURG	Avila Elementary	9205 N. Alamo Rd, Edinburg, TX	Library *(Biblioteca)*
15. EDINBURG	B.L. Garza Middle School	1202 N. MonMack Rd, Edinburg, TX	Health Room *(Sala de Salud)*
16. EDINBURG	Bert Ogden Arena	4900 S. I-69C, Edinburg, TX	South Hall *(Salon Sur)*
17. EDINBURG	Betts Elementary	2320 Cesar Chávez Rd, Edinburg, TX	Teacher's Lounge *(Salon de Profesores)*
18. EDINBURG	Canterbury Elementary	2821 W. Canton Rd, Edinburg, TX	Main Hallway *(Pasillo Principal)*
19. EDINBURG	De Escandon Elementary	1100 E Trenton Rd, Edinburg, TX	Lobby *(Vestíbulo)*
20. EDINBURG	De La Viña Elementary	1001 S Jackson Rd, Edinburg, TX	Gymnasium *(Gimnasio)*
21. EDINBURG	Economedes High School	1414 N Alamo Rd, Edinburg, TX	Performing Arts Center (PAC) *(Centro de Artes Escénicas (PAC))*
22. EDINBURG	Edinburg Conference Center at Renaissance	118 Paseo Del Prado,, Edinburg, TX	Conference Room *(Sala de Conferencia)*
23. EDINBURG	Edinburg High School	2600 E Wisconsin Rd, Edinburg, TX	Performing Arts Center (PAC) *(Centro de Artes Escénicas (PAC))*
24. EDINBURG	Edinburg North High School	3101 North Closner Blvd, Edinburg, TX	Library *(Biblioteca)*
25. EDINBURG	Edinburg Parks & Recreation Wellness Center	315 E Mark S Peña Dr, Edinburg, TX	Game Room *(Sala de Juegos)*
26. EDINBURG	Edinburg South Middle School	601 W Freddy Gonzalez Dr, Edinburg, TX	West Entrance *(Entrada Oeste)*
27. EDINBURG	Elections Annex	317 N. Closner Blvd, Edinburg, TX "Rear"	Annex Room *(Habitación Anexo)*
28. EDINBURG	Gorena Elementary	1801 E Freddy González Dr., Edinburg, TX	Gymnasium *(Gimnasio)*
29. EDINBURG	Guerra Elementary	10010 N. Via Fernández, Edinburg, TX	Library *(Biblioteca)*
30. EDINBURG	IDEA Edinburg College PREP	2553 N. Roegiers Rd. Edinburg, TX	Gymnasium *(Gimnasio)*
31. EDINBURG	Jefferson Elementary	904 S. 12th Ave, Edinburg, TX	Gymnasium *(Gimnasio)*
32. EDINBURG	JFK Elementary	8610 Tex Mex Rd, Edinburg, TX	Lobby *(Vestíbulo)*
33. EDINBURG	Lincoln Elementary	1319 E Lovett St, Edinburg, TX	Library *(Biblioteca)*
34. EDINBURG/ LINN-SAN MANUEL	Linn-San Manuel Fire Department	21661 TX 186, Edinburg, TX	Meeting Room *(Sala de Reuniones)*
35. EDINBURG	Longoria Middle	14101 N. Rooth Rd, Edinburg, TX	Library *(Biblioteca)*
36. EDINBURG	Magee Elementary	3420 W. Rogers Rd, Edinburg, TX	Gymnasium *(Gimnasio)*
37. EDINBURG	Memorial Middle School	3105 N Doolittle Rd, Edinburg, TX	Art Classroom *(Aula de Arte)*
38. EDINBURG	Monte Cristo Elementary	4010 N. Doolittle Rd, Edinburg, TX	Front Entrance *(Entrada Frontal)*
39. EDINBURG	Ramirez Elementary	1700 W Alberta Rd, Edinburg, TX	Gymnasium *(Gimnasio)*
40. EDINBURG/ SAN CARLOS	San Carlos Endowment	107 N. Sunflower Rd, Edinburg, TX	Conference Room *(Sala de Conferencia)*
41. EDINBURG	South Texas Health System Edinburg	1102 W. Trenton Rd, Edinburg, TX	Texas Room *(Sala de Texas)*
42. EDINBURG	Treviño Elementary	909 Mon Mack Rd, Edinburg, TX	Lobby *(Vestíbulo)*
43. EDINBURG	UTRGV	1201 W. University Dr, Edinburg, TX	Student Academic Center (ESTAC) *(Centro Académico de Estudiantes (ESTAC))*
44. EDINBURG	Vela High School	801 E Cantón Rd, Edinburg, TX	Performing Arts Center (PAC) *(Centro de Artes Escénicas (PAC))*
45. ELSA	Municipal Court	216 E. 4th St, Elsa, TX	Court Chambers *(Camara de la Corte)*

CITY *(CIUDAD)*	LOCATION *(UBICACIÓN)*	ADDRESS *(DIRECCIÓN)*	VOTING AREA *(ÁREA DE VOTACION)*
46. GRANJENO	Granjeno Public Facility	6553 S. FM 494, Mission, TX	Computer Lab/Library *(Laboratorio de Computación/Biblioteca)*
47. HARGILL	Hargill Elementary School	13394 4th St, Hargill, TX	Gymnasium *(Gimnasio)*
48. HIDALGO	Hidalgo Public Library	710 E. Ramón Ayala Dr. Hidalgo, TX	Conference Room *(Sala de Conferencia)*
49. LA JOYA	IDEA La Joya	725 E Expressway 83, La Joya, TX	Hallway *(Pasillo)*
50. LA JOYA	La Joya Youth Center	604 Salomón Chapa Dr, La Joya, TX	Gymnasium *(Gimnasio)*
51. LA VILLA	Multi-Purpose Building	500 E. 9th St, La Villa, TX	Classroom *(Aula)*
52. MCALLEN	Boys & Girls Club Roney Center	4501 N. 34th St, McAllen, TX	Gymnasium *(Gimnasio)*
53. MCALLEN	Cayetano Cavazos Elementary School	1501 W. Freddy González, McAllen, TX	Teacher's Lounge *(Salon de Profesores)*
54. MCALLEN	Crockett Administration Annex	2112 N. Main St, McAllen, TX	EOC Training Room *(Sala de Formacion EOC)*
55. MCALLEN	Fireman's Pumphouse	201 N. 1st St, McAllen, TX	Main Entrance *(Entrada Principal)*
56. MCALLEN	Fossum Middle School	7800 N. Ware Rd, McAllen, TX	Front Entrance *(Entrada Frontal*)
57. MCALLEN	Gonzalez Elementary School	201 E. Martin Ave, McAllen, TX	Front Entrance *(Entrada Frontal)*
58. MCALLEN	Greater McAllen Association of REALTORS	1324 E Nolana Ave. McAllen, TX	Conference Room *(Sala de Conferencia)*
59. MCALLEN	Hidalgo County Water Improvement District #3 Main Office	1325 Pecan Blvd McAllen, TX	Conference Room *(Sala de Conferencia)*
60. MCALLEN	IDEA McAllen	201 N. Bentsen Rd. McAllen	Library *(Biblioteca)*
61. MCALLEN	IDEA Tres Lagos	5200 Tres Lagos Blvd. McAllen, Texas	Gymnasium *(Gimnasio)*
62. MCALLEN	James Nikki Rowe High School	2101 N Ware Rd, McAllen, TX	Gymnasium Lobby *(Gimnasio Vestíbulo)*
63. MCALLEN	Lark Community Center	2601 Lark Ave, McAllen, TX	Exercise Room *(Sala de Ejercicios)*
64. MCALLEN	Las Palmas Community Center	1925 N. 25th St. Mesquite Room, McAllen, TX	Mesquite Room *(Cuarto de Mesquite)*
65. MCALLEN	Lone Star National Bank	520 E. Nolana Ave, McAllen, TX	Lobby *(Vestíbulo)*
66. MCALLEN	McAllen Convention Center	700 Convention Center Blvd.	Room 101 A *(Cuartro 101 A)*
67. MCALLEN	McAllen Creative Incubator	601 N. Main St, McAllen, TX	Atrium *(Atrio)*
68. MCALLEN	McAllen Public Library	4001 N. 23rd St, McAllen, TX	Meeting Room A *(Sala de Reuniones A)*
69. MCALLEN	Milam Elementary School	3800 N. Main St, McAllen, TX	South Entrance *(Entrada Sur)*
70. MCALLEN	Palm View Community Center	3401 Jordan Rd, McAllen, TX	Exercise Room *(Sala de Ejercicios)*
71. MCALLEN	Rayburn Elementary School	7000 N. Main St, McAllen, TX	Library *(Biblioteca)*
72. MCALLEN	STC Nursing Bldg. B	1901 S. McColl Rd, McAllen, TX	Cafeteria *(Cafeteria)*
73. MCALLEN	STC Pecan Bldg. U	3201 Pecan Blvd, McAllen, TX	Internet Cafe *(Café Internet)*
74. MCALLEN	STC Technology Campus	3700 W. Military Hwy, McAllen, TX	Atrium l *(Atrio)*
75. MCALLEN	Texas A&M Higher Education Center at McAllen	6200 Tres Lagos Blvd, McAllen, TX	Auditorium Lobby *(Sala de Auditorio)*
76. MCALLEN	Valley Association for Independent Living	3016 N. McColl Rd, McAllen, TX	Training Room *(Sala de Entrenamiento)*
77. MCCOOK	Immaculate Conception Parish Hall	28212 S. FM 2058, Edinburg, TX	Parish Hall *(Salon Parroquial)*
78. MERCEDES	Boys & Girls Club of Mercedes	701 Mathis St, Mercedes, TX	Main Entrance *(Entrada Principal)*
79. MERCEDES	Llano (Hynes) Event Center	2215 E W Blvd, Mercedes, TX	Event Center *(Centro de Eventos)*
80. MERCEDES	Mercedes Civic Center	520 E. 2nd St, Mercedes, TX	Main Entrance *(Entrada Principal)*
81. MERCEDES	Special Education Office	100 Med High Dr, Mercedes, TX	Lobby *(Vestíbulo)*
82. MERCEDES	STISD Central Office, Teaching and Learning Center	7001 E. Expressway 83, Mercedes, TX	Teaching and Learning Center (*Centro de Enseñanza y Aprendizaje)*
83. MISSION	Bannworth Gym	1822 N. Shary Rd, Mission, TX	Gymnasium *(Gimnasio)*
84. MISSION	Castro Elementary School	200 S Mayberry St, Mission, TX	Cafeteria *(Cafeteria)*
85. MISSION	IDEA Mission	1600 S. Schuerbach Rd. Mission, TX	Front Office *(Oficina Principal)*
86. MISSION	IDEA North Mission	2706 N. Holland Ave. Mission, Texas	A.R. Zone *(Zona A.R.)*
87. MISSION	Kika De la Garza School	5441 N. La Homa Rd, Mission, TX	Front Entrance *(Entrada Principal)*
88. MISSION	Mission High School	1802 Cleo Dawson St, Mission, TX	Neuhaus Gymnasium *(Gimnasio Neuhaus)*
89. MISSION	Mission Parks and Recreation Center	721 Bryan Rd, Mission, TX	Back Gymnasium *(Gimnasio de Espalda)*
90. MISSION	O-Grady Elementary School	810 W. Griffin Parkway, Mission, TX	Library *(Biblioteca)*
91. MISSION/ PEÑITAS	Pct. 3 Field Office	8320 W Mile 7 Rd, Mission, TX	Office *(Oficina)*
92. MISSION	Pearson Elementary School	315 N Holland Ave, Mission, TX	Cafeteria *(Cafeteria)*
93. MISSION	Salinas Elementary School	10820 N. Conway, Alton, TX	Teacher's Lounge *(Salon de Profesores)*
94. MISSION	Upper Valley Art League	921 E. 12th St, Mission, TX	Main Entrance *(Entrada Principal)*
95. MISSION	Veterans Memorial High School	700 E. 2 Mile Road, Mission, TX	Commons Area *(Area Común)*
96. MONTE ALTO	Monte Alto Community Center	25149 1st St, Monte Alto, TX	Main Entrance *(Entrada Principal)*
97. PALMHURST	Rafael Cantu Jr. High School	5101 N. Stewart Rd, Palmhurst, TX	LRC Library *(Biblioteca LRC)*
98. PALMVIEW	IDEA Palmview	4100 N. Schuerbach Rd, Palmview, TX	Front Office *(Oficina Principal)*
99. PALMVIEW	Palmview Recreation Center	406 W Veterans Blvd, Palmview, TX	Gymnasium *(Gimnasio)*
100. PALMVIEW	Pct. 3 The Mansion	2401 N. Moorefield Rd, Palmview, TX	Back Entrance *(Entrada Trasera)*
101. PHARR	Buckner Elementary School	1001 N. Fir, Pharr, TX	Cafeteria *(Cafeteria)*

CITY *(CIUDAD)*	LOCATION *(UBICACIÓN)*	ADDRESS *(DIRECCIÓN)*	VOTING AREA *(ÁREA DE VOTACION)*
102. PHARR	IDEA Pharr	600 E Las Milpas Rd, Pharr, TX	Cafeteria/Gymnasium *(Cafeteria/Gimnasio)*
103. PHARR	Jose "Pepe" Salinas Center	1011 W. Kelly Ave, Pharr, TX	Small Hall *(Pasillo Pequeño)*
104. PHARR	Kennedy Middle School	600 W. Hall Acres Rd, Pharr, TX	Band Room *(Sala de Banda)*
105. PHARR	Liberty Middle School	1212 S. Fir, Pharr, TX	Cafeteria *(Cafeteria)*
106. PHARR	Napper Elementary School	903 N. Flag St, Pharr, TX	Cafeteria *(Cafeteria)*
107. PHARR	Pct. 2 Field Operations	4011 S. Veterans Blvd, Pharr, TX	Conference Room *(Sala de Conferencia)*
108. PHARR	Pharr Development and Research Center	850 W. Dicker Rd, Pharr, TX	Conference Room *(Sala de Conferencia)*
109. PHARR	Pharr Memorial Library	121 E Cherokee Ave, Pharr, TX	Galleria 121 Area *(Area de Galeria 121)*
110. PHARR	Pharr One	1121 E. Nolana Loop, Pharr, TX	Conference Room *(Sala de Conferencia)*
111. PHARR	STC Regional Center for Public Safety Excellence	3901 S Cage Blvd, Pharr, TX	Classroom 1.113 A & B *(Salon de Classes 1.113 A & B)*
112. PHARR	Valley View ISD Staff Development Center	9701 S. Jackson Rd, Pharr, TX	Cafeteria *(Cafeteria)*
113. PROGRESO	Progreso Community Center	510 N. FM 1015, Pharr, TX	Main Entrance *(Entrada Principal)*
114. SAN JUAN	Community Resource Center	509 E. Earling Rd, San Juan, TX	Multi-Purpose Room *(Salon de usos Multiples)*
115. SAN JUAN	Doedyns Elementary School	1401 N. Raul Longoria, San Juan, TX	Cafeteria *(Cafeteria)*
116. SAN JUAN	San Juan Fire Station 2	2301 N. Raul Longoria Rd, San Juan, TX	Meeting Room *(Sala de Reuniones)*
117. SAN JUAN	San Juan Memorial Library	1010 S. Standard Ave, San Juan , TX	Multi-Purpose Room *(Salon de usos Multiples)*
118. SAN JUAN	Sorensen Elementary	701 E. Sam Houston, San Juan, TX	Library *(Biblioteca)*
119. SULLIVAN CITY	Sullivan City WIC Clinic	371 W. Expressway 83, Sullivan, TX	Lobby *(Vestíbulo)*
120. WESLACO	Business, Visitor, and Event Center	275 S. Kansas, Weslaco, TX	Conference Room A & B *(Sala de Conferencia A & B)*
121. WESLACO	Central Middle School	503 E 6th St, Weslaco, TX	Gymnasium *(Gimnasio)*
122. WESLACO	County Comm. Pct. #1	1902 Joe Stephens Ave #101, Weslaco, TX	Break Room *(Sala de Descanso)*
123. WESLACO	IDEA Headquarters	2115 W. Pike Blvd, Weslaco, TX	Conference Center *(Centro de Conferencias)*
124. WESLACO	IDEA Weslaco Pike	1000 E. Pike Blvd, Weslaco, TX 78596	Gymnasium *(Gimnasio)*
125. WESLACO	Joe Calvillo Career & Technology Education Complex	3601 N Mile 5 1/2 W, Weslaco, TX	Computer Lab *(Laboratorio de Computación)*
126. WESLACO	Mary Hoge Middle School	2302 N. International Blvd, Weslaco, TX	Gymnasium *(Gimnasio)*
127. WESLACO	PFC Mario Ybarra Elementary School	1800 Mile 10 N, Weslaco, TX	Hallway *(Pasillo)*
128. WESLACO	STC Mid-Valley Campus	400 N Border Ave, Weslaco, TX	Conference Room *(Sala de Conferencia)*
129. WESLACO	Stephen F. Austin School	599 W. 4th St, Weslaco, TX	USDA Building *(Edificio del USDA)*

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Charter Proposition A

Should Article II Section 4 be amended to revise the process for filling vacancies on the city council to be consistent with the requirements of the Texas Constitution, which requires that vacancies with more than one year be ordered to a special election?

The proposed amendment would update the charter on the process for filling vacancies on the city council according to the current laws in the State of Texas

Charter Proposition B

Should Article II Section 3, Article V Section 3, Article VI Section 1, Article VIII Section 2, and Article XVIII Section 1 be amended so that the City's appointed positions (City Manager, City Attorney, City Secretary, and Municipal Court Clerk) each serve until removed by the City Council?

The proposed amendment would allow appointed positions to serve at the discretion of the City Council. Currently the terms of the appointed positions are two (2) four-year terms.

Charter Proposition C

Should Article III Section 9 be amended to require that the City's ordinances and notices be published in accordance with state law?

The proposed amendment would allow publications of all ordinances, notices and other matters as required by the charter or by the ordinances to be published according to the current laws in the State of Texas. Currently the Charter states the City Council shall enter into a contract with a newspaper as the official paper continuing as such until another is selected.

Charter Proposition D

Should Article III Section 1 and Section 2 be amended to clarify that newly elected City Council Members and the Mayor take office at the regular City Council meeting following an election and that a Mayor Pro Tem be chosen by the City Council at that meeting?

The proposed amendment would update the Charter so that immediately following the election and qualification of new members, or as soon after such election and qualification as practicable, the city council shall meet at the usual place for holding its meetings and the newly elected members shall assume the duties of office. It would also update the charter so that at the first meeting of the city council immediately following the election and qualification of new members or as soon thereafter as practicable, the city council shall choose one of the council members as mayor pro tem. This section currently states newly elected members shall assume office on the second Tuesday of May following a regular municipal election.

Charter Proposition E

Should Article IV Section 4 be amended to conform the city's posting of the names of candidates in a city election with the requirements of state law?

The proposed amendment would update the City of Edinburg Charter with the current laws in the State of Texas. The city secretary shall, for each city election post in accordance with the requirements of state

law a list of the names of all candidates who have filed their own petitions or who have been nominated by petitions for the offices to be voted on at such election.

Charter Proposition F

Should Article II Section 2 and Article IV Section 5-A be amended to conform city elections to Texas Constitution requirements that candidates for an elective office must receive a majority of all votes cast rather than a plurality?

The proposed amendment would update the City of Edinburg Charter with the current laws in the State of Texas that an elective office must receive a majority of all votes. Currently Article II Section 2 of the charter states that candidate receiving a plurality of votes in each place shall be considered elected for such term and position and Article IV Section 5-A states that the candidates receiving a plurality of the votes for said respective office shall be declared elected.

Charter Proposition G

Should Article VI Section 1 be amended to require that the City Attorney be a full-time city employee?

The proposed amendment would allow for the City Attorney to be a full time city employee subject to the same employment policies, benefits and working conditions as other city administrative employees. The City Attorney shall report to the City Council. Currently the City Attorney is not required to be a full time city employee.

Charter Proposition H

Should Article VII Section 1, Section 3, and Section 4 be amended to clarify that the City's Finance Director is the head of the City's department of finance (rather than the City Manager) and that the Finance Director reports to the City Manager?

The proposed amendment would update the Charter stating that the director of the Department of Finance to head the Finance Department and report to the City Manager. Currently the charter states the director of the department of finance is the City Manager.

Charter Proposition I

Should Article VIII Section 1 be amended to require that the Municipal Court Judge be an attorney who has practiced in the State of Texas for at least three (3) years and otherwise clarify that the municipal court has the jurisdiction provided by and should be conducted in accordance with state law?

The proposed amendment would update the Charter stating that the Municipal Court Judge to be an attorney who has practiced in the State of Texas for at least three (3) years and otherwise clarifies that the municipal court has the jurisdiction provided by and should be conducted in accordance with state law. Currently the charter states that the municipal court judge shall possess the same qualifications of office as providing in the charter for the mayor and council members.

Charter Proposition J

Should the City Charter be amended by revising various sections of Articles XII - XVI to clarify the procedures for petitioning a recall, initiative, or referendum election including requiring that all petitions be signed by a certain number of qualified voters of the city; making clear that the powers of

initiative and referendum do not extend to ordinances relating to bonds, the city's finances and budgeting, or causing the city to spend money; removing the requirement that petitions be circulated only by a committee of circulators; and establishing that signatures to a petition remain effective for 30 days prior to the filing of the petition with the city?

The proposed amendment would require the recall petition be signed by qualified voters of the city equal in number to at least twenty-five percent of the number of votes cast in the preceding regular municipal election. Article XIII Section 1 of the charter currently states the recall petition to be effective must be returned and filed with the city secretary within thirty (30) days after the filing of the affidavit, and it must bear the signature of the voters of the city to the number of at least twenty-five (25) percent number of voters who cast their votes at last preceding regular municipal election; provided, however, that the petition shall not be effective unless it bears the signature of at least three hundred (300) voters of the city.

The proposed amendment would include the following: The voters shall have power to propose any ordinance, with the exception of ordinances levying taxes; ordinances relating to the issuance, sale and delivery of bonds; ordinances relating to the city's finances and budgeting; and ordinances causing the city (directly or indirectly) to appropriate or spend money and to adopt or reject the same at the polls, such power being known as the initiative. Any initiated ordinance may be submitted to the city council by petition signed by qualified votes of the city equal in number to at least twenty-five (25) percent of the number of votes cast in the preceding regular municipal election provided however that the petition must beat the signatures of at least three hundred (300) voters of the city. Article XIV. Section 1 of the charter currently states any ordinance except an appropriation ordinance or an ordinance making a tax levy; signed by voters of the city equal in number to at least ten (10) percent of those who voted at the last regular municipal election; must bear the signatures of at least one hundred (100) voters.

The proposed amendment would add the exception of ordinances levying taxes; ordinances relating to the issuance, sale, and delivery of bonds; ordinances relating to the city's finances and budgeting; and ordinances causing the city (directly or indirectly) to appropriate or spend money. Article XV Section 1 currently states the voters shall have power to approve or reject at the polls any ordinance passed by the city council, or submitted by the city council to a vote of the voters, except an appropriation ordinance or an ordinance making the annual tax levy

The proposed amendment changes the qualified voters from 20 to 25 percent and from two hundred to three hundred voters. Article XV Section 2 currently states within not more than thirty (30) days after the final passage by the city council of any ordinance which is subject to referendum, a petition signed by qualified voters of the city equal in number to at least twenty (20) percent of those who voted in the last preceding regular municipal election, and in no case less than two hundred voters

The proposed amendment to Article XVI Section 1 adds that no signatures to a petition shall remain effective or be counted which were placed thereon more than thirty (30) days prior to the filing of such petition or petitions with the city pursuant to this Charter and removes that there shall appear on each petition the names and addresses of five (5) voters of the city, and on each paper the names and addresses of the same five (5) voters, who, as a committee of the petitioner, shall be regarded as responsible for the circulation and filing of the petition, but such five (5) voters shall only be counted one time in the total voters signing the petition.

Charter Proposition K

Should Article XVII Section 11 be amended to require that the city appoint a charter review committee to review the City Charter and recommend amendments, if any, every five years during years ending in 0 or 5?

The proposed amendment would amend the Charter by adding that the City Council shall appoint a charter review committee, consisting of at least five members, each year ending in 0 or 5 (except for the year 2025) . The charter review committee shall review the City Charter and recommend amendments, if any, to the City Council. Currently there is no section in the charter for a charter review committee.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
PRESENTATIONS AND REPORTS
Agenda Item No: 7.C.
Presentation on Status of Capital Improvement Projects.

1. **Agenda Item:**
   Presentation on Status of Capital Improvement Projects. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**
   Presentation on Status of Capital Improvement Projects.

3. **Staff's Recommendation:**
   Presentation on Status of Capital Improvement Projects.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Mardoqueo Hinojosa, City Engineer

Attachments:
A. Capital Projects Weekly Report 10/11/24

Capital Improvement Projects

Weekly Report

October 11, 2024

ALBERTA ROAD RECONSTRUCTION

ENGINEERING
CONSTRUCTION

Project Information

Description:
The Alberta Road Reconstruction Project is part of the street section of the 2018 General Bond Election. Residents voted to approve a project that consists of road reconstruction of Alberta Road from I-69C to west of McColl Rd. The project includes the widening of Alberta Road from west City limits to east of Sugar road creating 4 lanes. The remaining areas will include 3 lanes.

Positive Effect:
The project will create a better flow of traffic from east to west, as a wider street x-section is proposed. Storm drainage will be added on areas where it was lacking. In addition, the improvements on Closner Blvd. intersection will create a safer road.

Design Professional:	South Texas Infrastructure Group
Contractor:	RBM Contractors, LLC
Environmental:	Not Required

Funding Information

Funding Source:
2019 Bond Series

Total Budget Amount: $8,008,612.29

Project Costs:

Design:	$834,773.17
Construction:	$6,855,454.38
Land Acquisition/ROW:	$143,321.00
Total Cost:	$7,833,548.55

Status Information

Timeline:

6/15/2025	Estimated date of completion
7/15/2025	Final Close Out

Critical Issues:
Traffic will be impacted during construction. 2 schools are in the section between Jackson Rd and Sugar Rd. Area between Sugar Rd. and Closner Blvd. will be closed to through traffic during construction. Water services might be interrupted for potential water breaks.

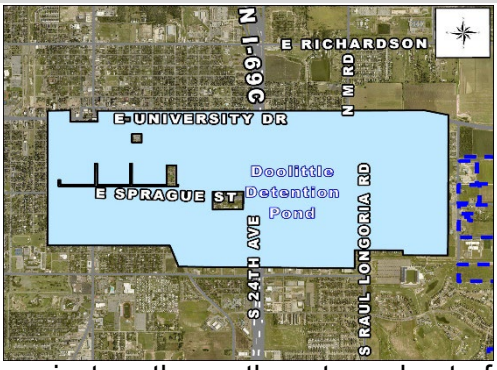
Project Status:
10/11/24 - Milestone 2 (Jackson Road to Sugar Road) continues. West segment street reconstruction on the south continues. Sidewalk paving continues. Temporary traffic markers were installed on paved section. Traffic switch will occur next week. Milestone 3 (Sugar Road to Closner) continues. Pending inlet tops. Street reconstruction continues. This area is expected to be completed by mid November.

10/4/24 - Milestone 2 (Jackson Road to Sugar Road) continues. West segment street reconstruction on the south continues. Approximately 1,000 linear feet of roadway were paved. The curb and gutter have been completed. Sidewalk paving continues. Traffic switch will occur this weekend. Milestone 3 (Sugar Road to Closner) continues. Pending inlet tops. Street reconstruction continues. This area is expected to be completed by end of October.

DOOLITTLE DETENTION POND

ENGINEERING
CONSTRUCTION

Project Information



Description:
Project consists of improving drainage through small detention ponds and drainage conveyance lines in the area between University Dr & Freddy Gonzalez Dr & 8th Ave & Doolittle Rd.. The northwest quadrant of Freddy Gonzalez Dr. and Veterans Blvd. is being improved by adding volume to the existing detention pond on Freddy Gonzalez Drive and improving conveyance on Baker and Ebony Street.

Positive Effect:
Detention volume and conveyance will be improved by the construction of this project on the northwest quadrant of Freddy Gonzalez Dr. and Veterans Blvd.

Design Professional:	Quintanilla, Headley & Associates
Contractor:	RBM Contractors
Environmental:	Not Required

Funding Information

Funding Source:
2019 Bond Series

Total Budget Amount: $7,375,870.71

Project Costs:

Design:	$536,259.87
Construction:	$3,324,532.82
Land Acquisition/ROW:	$2,500.00
Total Cost:	$3,943,547.29

Status Information

Timeline:

8/18/2025	Estimated date of completion
10/15/2025	Final Close Out

Critical Issues:
Intersection of Freddy Gonzalez Drive and Veterans Blvd. will be closed for through traffic for approximately 3 months starting June 3rd. Unmarked lines are anticipated at this intersection potentially delaying work. Baker St, Ebony Lane, and 16th avenue will have disruption of traffic and potential disruption of water for potential breaks.

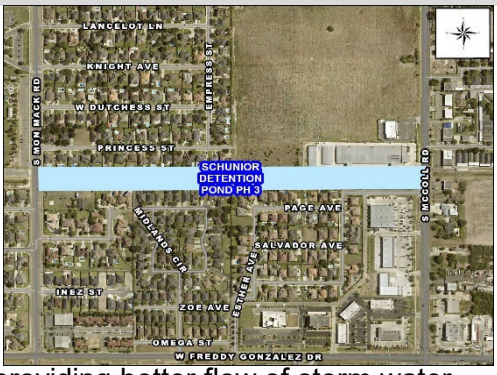
Project Status:
10/11/24 - Backfill and compaction of main trunk line along Freddy Gonzalez is 80% complete. Pending structures that will be casted in place along Freddy Gonzalez to proceed with paving the road. Paving is expected to be completed in upcoming weeks.

10/4/24 - Backfill and compaction of main trunk line along Freddy Gonzalez is 75% complete. Pending structures that will be casted in place along Freddy Gonzalez to proceed with paving the road. Paving is expected to be completed in upcoming weeks.

SCHUNIOR DETENTION POND PH 3

ENGINEERING
CONSTRUCTION

Project Information



Description:
The project consists on building a drainage structure around City's raw water line downstream of the Schunior Detention Pond, recently constructed. The project includes excavation, grading, drainage structures and dewatering.

Positive Effect:
Stagnant water will be reduced on ditch in which detention pond discharges to providing better flow of storm water.

Design Professional:	SAMES
Contractor:	MOR-WILL, LLC
Environmental:	Not Required

Funding Information

Funding Source:
2019 Bond Series

Total Budget Amount: $717,702.09

Project Costs:

Design:	$34,639.39
Construction:	$496,242.85
Land Acquisition/ROW:	$0.00
Total Cost:	$530,882.24

Status Information

Timeline:

6/15/2024	Estimated date of completion
6/30/2024	Final Close Out

Critical Issues:
Storm boxes were delayed. Raw water line condition is critical.

Project Status:
9/6/24 - Pending close out documents and punchlist

8/30/24 - Met with the contractor to adjust and finalize proposals and estimates to close out the project. Pending punchlist

SKATE PARK RESTROOM & PUMP STATION

ENGINEERING
CONSTRUCTION

Project Information

Description:
Restroom for new South Park Skate Park with drainage component to address existing drainage retention.

Positive Effect:
New restroom facility at South Park Skate Park will be constructed for park visitors. A drainage feature will mitigate flooding for the surrounding area.

Design Professional:	Milnet Architectural Services
Contractor:	Rio United Builders
Environmental:	Not Required

Funding Information

Funding Source:
2021 Bond Series

Total Budget Amount: $504,085.39

Project Costs:

Design:	$25,085.39
Construction:	$479,000.00
Land Acquisition/ROW:	$0.00
Total Cost:	$504,085.39

Status Information

Timeline:

3/16/2024	Estimated date of completion
6/28/2024	Final Close Out

Critical Issues:
Potential disruption of park during construction.

Project Status:
10/11/24 - Drainage work to interconnect the drainage ditches adjacent to the Skate Park is complete.

10/4/24 - Drainage work to interconnect the drainage ditches adjacent to the Skate Park continues.

EDINBURG ACE

ENGINEERING
CONSTRUCTION

Project Information

Description:
The Edinburg ACE will be a multi-purpose building hosting art classes, cultural events and events as well as house some city operational functions.

Positive Effect:
TBD

Design Professional: ERO Architects
Contractor: Gerlach Builders
Environmental: Not Required

Funding Information

Funding Source:
2021 Bond Series, EEDC Fund

Total Budget Amount: $16,560,000.00

Project Costs:
Design: $1,226,132.17
Construction: $15,319,567.66
Land Acquisition/ROW: $0.00
Total Cost: $16,545,699.83

Status Information

Timeline:

5/28/2024	Estimated date of completion
6/28/2024	Final Close Out

Critical Issues:
There will be interruptions to daily functions of the surrounding area.

Project Status:
10/11/2024 - The contractor completed the front steps railing.

9/20/24 - Contractor continues trouble shooting and tying up loose ends.

BRENNAALEEN CEDAR DRAINAGE PROJECT PHASE 2

ENGINEERING
CONSTRUCTION

Project Information

Description:
This drainage project consists of providing detention volume and increasing stormwater conveyance to provide relief to the Brennaaleen Park Subdivision, the Cedar Heights Subdivision, and the Greenbriar Subdivision.

Positive Effect:
Brennaaleen Park Subdivision, the Cedar Heights Subdivision, and the Greenbriar Subdivision will receive direct drainage relief from proposed detention pond while conveyance into pond is also improved as part of this project.

Design Professional:	KCI Technologies, Inc
Contractor:	3E Logistics of TX, LLC
Environmental:	N/A

Funding Information

Funding Source:
CDGM, General Fund, 2021 Bond Series

Total Budget Amount: $784,679.09

Project Costs:

Design:	$43,134.76
Construction:	$741,544.33
Land Acquisition/ROW:	$0.00
Total Cost:	$784,679.09

Status Information

Timeline:

10/21/2024	Estimated date of completion
10/31/2024	Final Close Out

Critical Issues:
Railroad storm line crossing requires permit for Rio Valley Switching Company and Union Pacific Railroad. During the time of the railroad crossing, existing system will be interconnected.

Project Status:
10/11/24 - Railroad bore is rescheduled for October 14th due to weather.

10/4/24 - Railroad bore is scheduled for October 9th.

MUNICIPAL PARK TURF FIELDS PH 2

ENGINEERING
CONSTRUCTION

Project Information

Description:
Phase 2 of Municipal Park Turf Fields reconstructing infield with artificial turf for 6 fields.

Positive Effect:
More tournaments will have the potential of being hosted for having a smoother surface making the City of Edinburg the place to play.

Design Professional: Melden & Hunt, Inc.
Contractor: HELLAS CONSTRUCTION
Environmental: Not Required

Funding Information

Funding Source:
EEDC

Total Budget Amount: $2,347,000.00

Project Costs:
Design: $81,630.08
Construction: $2,085,500.00
Land Acquisition/ROW: $0.00
Total Cost: $2,167,130.08

Status Information

Timeline:

2/15/2025	Estimated date of completion
2/28/2025	Final Close Out

Critical Issues:
Fields area will be closed to public during construction.

Project Status:
10/11/24 - Adult fields have turf installed. Seeding and cleanup work to proceed. Youth field turf installation to begin upcoming week.

10/4/24 - Adult fields turf installation began this week. Youth fields continue. North youth fields will be ready for turf in the next week. Remaining field will be ready for turf in the next two weeks.

FREDDY GONZALEZ DR & MON MACK RD TRAFFIC SIGNAL

ENGINEERING
CONSTRUCTION

Project Information

Description:
Warranted traffic signal at Freddy Gonzalez Dr and Mon Mack Rd.

Positive Effect:
Traffic signal will reduce accidents.

Design Professional:	TEDSI Infrastructure
Contractor:	The Levy Company
Environmental:	Not Required

Funding Information

Funding Source:
TxDOT HSIP

Total Budget Amount: $232,874.50

Project Costs:

Design:	$30,000.00
Construction:	$189,422.00
Land Acquisition/ROW:	$0.00
Total Cost:	$232,874.50

Status Information

Timeline:

4/16/2025	Estimated date of completion
7/17/2025	Final Close Out

Critical Issues:
A 4-way stop was implemented as an interim measure. Minor traffic interruption may be experienced during construction.

Project Status:
9/20/24 - Construction should begin the 3rd week of October.

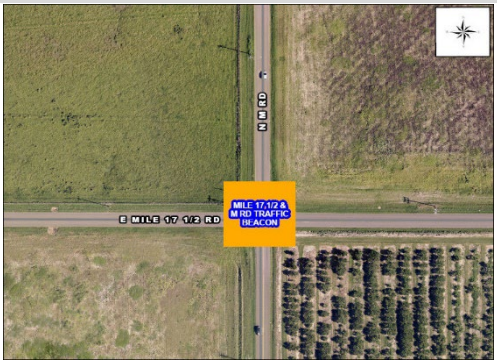
8/2/24 -The electric company as completed the necessary adjustment and signal work should begin within the next couple of weeks.

MILE 17 1/2 & M RD TRAFFIC BEACON

ENGINEERING
CONSTRUCTION

Project Information

Description:
Traffic Beacon signal to be install at Mile 17 1/2 & M Rd



Positive Effect:
The beacon will increase the safety of the intersection by bringing attention to the expected function of the cross street.

Design Professional:	City Staff
Contractor:	The Levy Company
Environmental:	Not Required

Funding Information

Funding Source:
TxDOT HSIP

Total Budget Amount: $79,950.50

Project Costs:

Design:	$0.00
Construction:	$56,498.00
Land Acquisition/ROW:	$0.00
Total Cost:	$79,950.50

Status Information

Timeline:

4/16/2025	Estimated date of completion
7/17/2025	Final Close Out

Critical Issues:
Minor traffic interruption may be experienced during construction.

Project Status:
9/27/24 - Contractor is waiting on electrical permitting.

8/16/24 - The wiring for the flashing beacon is 85% complete.

MONTE CRISTO RD / M RD / GWIN RD TRAFFIC SIGNAL

ENGINEERING
CONSTRUCTION

Project Information

Description:
Traffic signal design and construction for warranted intersection.

Positive Effect:
The signal will increase the safety of vehicular traffic entering onto Monte Cristo Rd.

Design Professional:	TEDSI Infrastructure
Contractor:	The Levy Company
Environmental:	Not Required

Funding Information

Funding Source:
TXDOT HSIP, Capital Projects Fund

Total Budget Amount: $376,821.94

Project Costs:

Design:	$30,000.00
Construction:	$346,821.94
Land Acquisition/ROW:	$0.00
Total Cost:	$30,000.00

Status Information

Timeline:

4/16/2025	Estimated date of completion
7/17/2025	Final Close Out

Critical Issues:
Minor traffic interruption may be experienced during construction.

Project Status:
10/11/2024 - The signal has been turned on and cycling as normal.

9/27/2024 - Traffic Signal should be fully operational starting next week.

DOWNTOWN / SH 107 IMPROVEMENTS (TxDOT)

ENGINEERING

DESIGN

Project Information

Description:
Project consists of creating a roundabout around the courthouse square and the reconstruction of SH107. Drainage will alleviate City's downtown area. Project addresses drainage from Doolittle Detention Pond project.

Positive Effect:
Drainage will be improved to downtown Edinburg west of the Hidalgo County Courthouse.

Design Professional: L&G Engineering/ICE
Contractor: TBD
Environmental: Environmental is needed.

Funding Information

Funding Source:
2021 Bond Series

Total Budget Amount: $3,500,000.00

Project Costs:
Design: $125,000.00
Construction: $0.00
Land Acquisition/ROW: $0.00
Total Cost: $3,500,000.00

Status Information

Timeline:

11/30/2027	Estimated date of completion
12/31/2027	Final Close Out

Critical Issues:
A major storm line will be constructed in the middle of SH 107. Traffic will be impacted during construction as areas will be reduced to one lane in each direction.

Project Status:
9/27/24 - Progress meeting occurred with TxDOT. Spring 2025 bidding is still the target. Utility relocations coordination continues.

7/19/24 - Progress meeting occurred with TxDOT. Spring 2025 bidding is still the target.

DOWNTOWN PARKING GARAGE & RETAIL FACILITY

ENGINEERING

DESIGN

Project Information

Description:
Downtown Parking and Retail Facility to be located at 201 N. Closner Boulevard and includes approximately 15,000 sft of mixed use retail space, exterior paver/sidewalk and 3 floors of parking approximately 250 parking spaces.

Positive Effect:
Parking garage will serve the Edinburg ACE, Promenade Park Amphitheater, existing businesses and Hidalgo County Courthouse.

Design Professional:	ERO Architects
Contractor:	TBD
Environmental:	Not Required

Funding Information

Funding Source:
2021 Bond Series, EEDC Fund

Total Budget Amount: $10,000,000.00

Project Costs:

Design:	$623,990.53
Construction:	$0.00
Land Acquisition/ROW:	$0.00
Total Cost:	$623,990.53

Status Information

Timeline:

5/16/2025	Estimated date of completion
6/15/2025	Final Close Out

Critical Issues:
Kuhn Street will be closed during construction. Pedestrian traffic will be re-routed during construction.

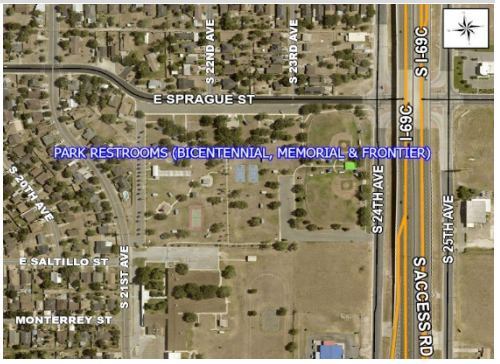
Project Status:
10/4/24 - Construction options to resume in upcoming weeks.

9/6/24 - Proposal from consultant for additional services are still being analyzed.

PARK RESTROOMS (BICENTENNIAL, MEMORIAL & FRONTIER)

ENGINEERING
CONSTRUCTION

Project Information



Description:
New restrooms at three parks: Bicentennial, Memorial & Frontier.

Positive Effect:
New restrooms will be constructed at Frontier Park. A restrooms and concession stand facility will be constructed at Bicentennial Park. The existing restrooms and concession stand facility at Memorial Park will be remodeled.

Design Professional:	Milnet Architectural Services, PLLC
Contractor:	8/A Builders, LLC
Environmental:	Not Required

Funding Information

Funding Source:
Capital Lease/Parkland Dedication

Total Budget Amount: $1,126,495.64

Project Costs:

Design:	$76,495.64
Construction:	$1,027,630.91
Land Acquisition/ROW:	$0.00
Total Cost:	$1,105,171.55

Status Information

Timeline:

2/28/2025	Estimated date of completion
3/31/2025	Final Close Out

Critical Issues:
Disruption of parks and potential interruption of water service during construction.

Project Status:
10/11/24 - CMU work at Frontier Park is 85% complete. At Memorial Park, painting of interior and exterior walls continues. CMU work at Bicentennial Park will commence next week.

10/4/24 - CMU work continues at Frontier Park. At Memorial Park, ceiling and insulation work continues. Painting of interior and exterior walls continues. Door installation was completed. At Bicentennial Park, foundation was poured.

ANIMAL CARE FACILITY

ENGINEERING
CONSTRUCTION

Project Information

Description:
City staff is requesting to expand capacity on the current Animal Care Facility. The existing facility is located at 1307 N. Doolittle Road and consists of an office area and a kennels area. Expansion of existing Animal Care Facility will incorporate additional kennels and improve access to facility.

Positive Effect:
City staff will have more capacity at its current facility by adding kennels.

Design Professional:	Alvarado Architects
Contractor:	Renoworks, LLC
Environmental:	Not Required

Funding Information

Funding Source:
General Fund/Capital Lease

Total Budget Amount: $655,000.00

Project Costs:

Design:	$55,000.00
Construction:	$600,000.00
Land Acquisition/ROW:	$0.00
Total Cost:	$55,000.00

Status Information

Timeline:

2/7/2025	Estimated date of completion
2/28/2025	Final Close Out

Critical Issues:
No critical issues during construction are anticipated to impact residents.

Project Status:
10/11/24 - Subgrade work is complete. Foundation work will commence next week.

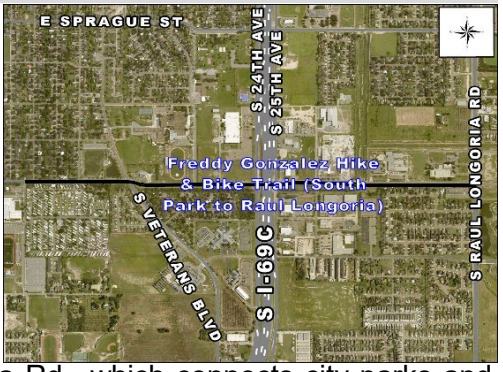
10/4/24 - 1st lift of subgrade passed compaction. Subgrade work continues to be worked on.

FREDDY GONZALEZ HIKE & BIKE TRAIL PHASE II

ENGINEERING

DESIGN

Project Information



Description:
This consists of a 10 foot hike and bike trail with to signalized pedestrian crossings. This will connect South Park to HEB Sports Parks. This Project is being done in cooperation with the RGV MPO via a TASA Grant. It is a primary pedestrian artery east/west corridor trail to be built on the future underground drainage canal along Freddy Gonzalez that has been recently dedicated to the City of Edinburg.

Positive Effect:
Trail provide east/west access for residents while connecting to Raul Longoria Rd., which connects city parks and schools.

Design Professional:	City Staff
Contractor:	TBD
Environmental:	An environmental assessment is needed.

Funding Information

Funding Source:
RGVMPO TASA, Parkland Dedication Funds

Total Budget Amount: $1,107,379.00

Project Costs:

Design:	$15,280.00
Construction:	$0.00
Land Acquisition/ROW:	$0.00
Total Cost:	$15,280.00

Status Information

Timeline:

2/28/2026	Estimated date of completion
3/1/2027	Final Close Out

Critical Issues:
Outside lane interruption while building trail. Lane closures will occur when building traffic signal.

Project Status:
10/4/2024 - City Staff has received the comments on the 60% plan set from TxDOT.

9/20/24 - 60% plans submitted to TxDOT.

JACKSON HIKE & BIKE TRAIL PHASE II

ENGINEERING

DESIGN

Project Information

Description:
Hike and Bike trail to connect trail on Jackson Rd to McAllen's 2nd Street trail via Wisconsin Rd.

Positive Effect:
Trail will provide connectivity from existing Jackson Rd trail to the City of McAllen 2nd Street trail through Wisconsin Rd.

Design Professional:	GDJ Engineering
Contractor:	TBD
Environmental:	An environmental assessment was required.

Funding Information

Funding Source:
RGVMPO, General Fund

Total Budget Amount: $1,387,399.04

Project Costs:

Design:	$0.00
Construction:	$2,683,776.55
Land Acquisition/ROW:	$209,363.00
Total Cost:	$1,791,515.04

Status Information

Timeline:

9/16/2024	Estimated date of completion
12/31/2024	Final Close Out

Critical Issues:
Right of way is needed on two parcels. Railroad crossing with permits is needed.

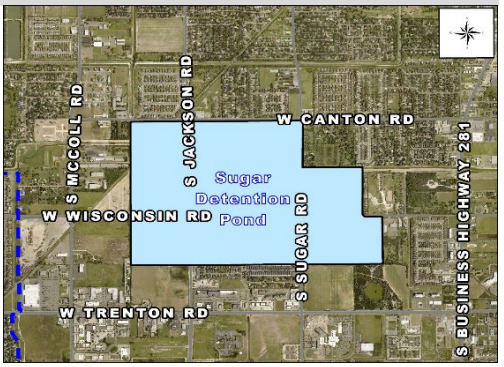
Project Status:
10/11/24 - Construction has begun within the City limits. Prep work has been done throughout project area. Forming for concrete trail has begun.

10/04/2024 - City staff is working with HCID #2 for permission to cross a drainage easement.

SUGAR DETENTION POND

ENGINEERING
ACQUISITION

Project Information



Description:
Project consists of providing drainage detention volume in the area between North of Trenton Road & Canton Road and McColl Road & East of Sugar Road.

Positive Effect:
This proposed pond will provide flood relief to the surrounding area while providing better storm water conveyance.

Design Professional: Javier Hinojosa Engineering
Contractor: TBD
Environmental: Not Required

Funding Information

Funding Source:
2019 Bond Series

Total Budget Amount: $3,676,438.23

Project Costs:
Design: $211,349.02
Construction: $0.00
Land Acquisition/ROW: $51,400.00
Total Cost: $262,749.02

Status Information

Timeline:

12/16/2025	Estimated date of completion
12/30/2025	Final Close Out

Critical Issues:
Disruption of traffic along Wisconsin Road east of Sugar Road. Potential disruption of water service.

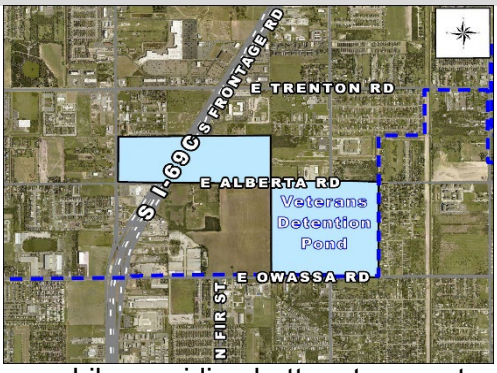
Project Status:
8/2/24 - Construction of crossing is complete, contractor is finishing and grading the adjacent ditch sloping.

7/19/24 - Progress meeting occurred. HCID #2 line was located. Plans to continue.

VETERANS DETENTION POND PHASE I

ENGINEERING
ACQUISITION

Project Information



Description:
Project consists of improving drainage detention volume in the areas west of Owassa Road & Southern City limits.

Positive Effect:
This proposed pond will provide 49 acre feet of flood relief to the surrounding area while providing better storm water conveyance.

Design Professional:	Guzman & Munoz Engineering
Contractor:	H&R Lease Service
Environmental:	Not Required

Funding Information

Funding Source:
2019 Bond Series, Utility Fund

Total Budget Amount: $4,269,594.20

Project Costs:

Design:	$363,391.97
Construction:	$1,293,304.00
Land Acquisition/ROW:	$855,329.30
Total Cost:	$2,512,025.27

Status Information

Timeline:

11/22/2023	Estimated date of completion
2/23/2024	Final Close Out

Critical Issues:
Minor traffic interruptions may be experienced during the installation of a drain line along Alberta Rd.

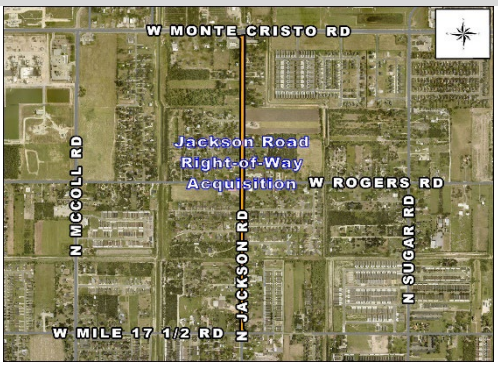
Project Status:
9/20/24 - City staff, the consultant engineer and the HCID #2 is working together to abandon an existing irrigation line.

7/19/24 - Staff submitted the easement relocation request to HCID#2 and is awaiting their response.

JACKSON RD RIGHT-OF-WAY

ENGINEERING
ACQUISITION

Project Information



Description:
Right-of-Way Acquisition for the future road expansion along Jackson Road from Russell Road to Monte Cristo Road.

Positive Effect:
TBD

Design Professional: RIO DELTA ENGINEERING
Contractor: N/A
Environmental: Not Required

Funding Information

Funding Source:
2021 Bond Series

Total Budget Amount: $1,838,262.87

Project Costs:
Design: $293,500.00
Construction: $0.00
Land Acquisition/ROW: $863,000.00
Total Cost: $1,156,500.00

Status Information

Timeline:

<Null>	Estimated date of completion
<Null>	Final Close Out

Critical Issues:
TBD

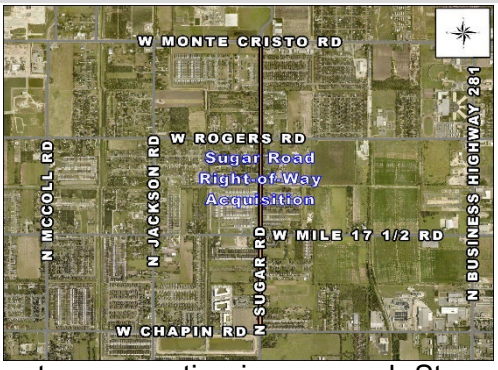
Project Status:
9/27/24 - Title reports have been completed by consultant. Appraisals pending right-of-way section.

8/9/24 - Alternate cross-section has been provided for potential right of way reduction.

SUGAR RD RIGHT-OF-WAY

ENGINEERING
ACQUISITION

Project Information



Description:
Right-of-Way Acquisition for future road expansion along Sugar Road from Chapin Road to Monte Cristo Road.

Positive Effect:
The project will create a better flow of traffic from east to west, as a wider street cross-section is proposed. Storm drainage will be added on areas where it was lacking.

Design Professional: Halff Associates
Contractor: N/A
Environmental: Not Required

Funding Information

Funding Source:
2021 Bond Series

Total Budget Amount: $1,987,311.21

Project Costs:
Design: $223,000.00
Construction: $0.00
Land Acquisition/ROW: $763,500.00
Total Cost: $986,500.00

Status Information

Timeline:

<Null>	Estimated date of completion
<Null>	Final Close Out

Critical Issues:
Potential relocations.

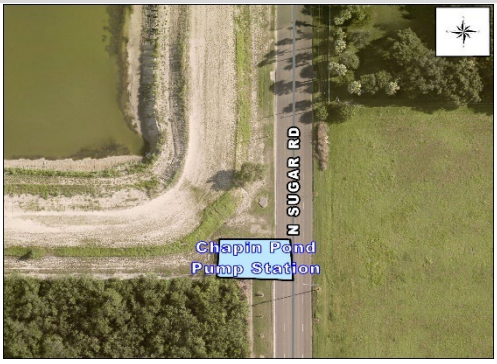
Project Status:
9/20/24 - Appraisal reviews continue.

8/2/24 - Appraisal reviews continue.

CHAPIN POND PUMP STATION

ENGINEERING
PLANNING

Project Information



Description:
Pump station to be installed to drain the existing Chapin Pond.

Positive Effect:
The existing pond will have a greater detention volume usage with the installation of the proposed pumps.

Design Professional: City Staff
Contractor: TBD
Environmental: An environmental assessment is required.

Funding Information

Funding Source:
Grant application

Total Budget Amount: $1,310,000.00

Project Costs:
Design: $81,912.50
Construction: $0.00
Land Acquisition/ROW: $0.00
Total Cost: $0.00

Status Information

Timeline:

1/29/2026	Estimated date of completion
3/1/2026	Final Close Out

Critical Issues:
A portion of the Chapin Pond Trail is anticipated to be closed during construction.

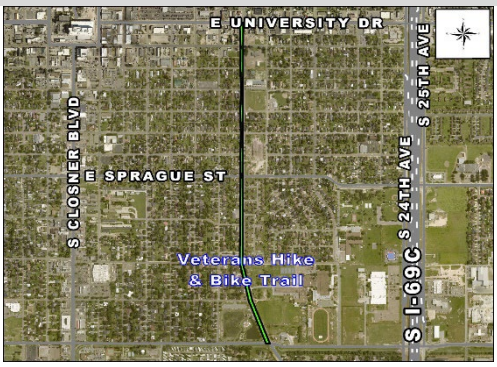
Project Status:
10/4/24 - Kick-off meeting occurred on 10/2. Environmental assessment is expected to be completed at the end of October.

9/27/24 - Contract documents are being executed. Kick-off meeting is scheduled for next week.

CANO ST & VETERANS BLVD TRAIL IMPROVEMENTS

ENGINEERING
PLANNING

Project Information



Description:
Trail will connect Cano St sidewalk ending on S 13th Ave to Veterans Blvd Trail and it will end at Vanguard Academy.

Positive Effect:
Proposed trail will provide more connectivity with City trails and more schools. In addition, this trail will connect to the recently built El Tule Facility.

Design Professional: TBD
Contractor: TBD
Environmental: An environmental report will be required.

Funding Information

Funding Source:
RGVMPO TASA grant application

Total Budget Amount: $1,126,731.40

Project Costs:
Design: $19,200.00
Construction: $0.00
Land Acquisition/ROW: $0.00
Total Cost: $19,200.00

Status Information

Timeline:

5/30/2025	Estimated date of completion
6/30/2025	Final Close Out

Critical Issues:
Numerous driveways will be impacted during construction to be ADA compliant. Potential lane closures on adjacent roads.

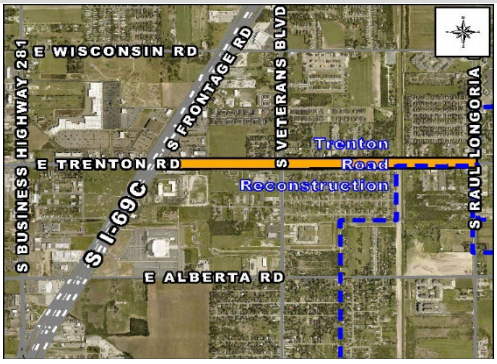
Project Status:
8/23/24 - AFA and PIF Being prepared with project plans.

8/2/24 - Project information being provided to funding agency to prepare for AFA. Halff crews finalized the working area and staff are currently reviewing the new survey.

TRENTON ROAD RECONSTRUCTION

ENGINEERING
PLANNING

Project Information



Description:
Project consist of reconstruction and expansion of Trenton Rd from I-69C to Raul Longoria Rd

Positive Effect:
Project will improve east/traffic by creating more capacity within the road.

Design Professional: TEDSI Infrastructure
Contractor: TBD
Environmental: An environmental assessment is required.

Funding Information

Funding Source:
TBD

Total Budget Amount: $32,897,645.00

Project Costs:
Design: $898,912.00
Construction: $0.00
Land Acquisition/ROW: $0.00
Total Cost: $898,912.00

Status Information

Timeline:

7/31/2029	Estimated date of completion
1/17/2031	Final Close Out

Critical Issues:
Potential relocations. Traffic disruption during construction.

Project Status:
10/11/24 - Public meeting scheduled at De Escandon Elementary on 10/17/24.

10/4/24 - Public meeting scheduled with Hidalgo County and consultant on 10/17/24.

FREDDY GONZALEZ DR & CLOSNER BLVD INTERSECTION IMPROVEMENTS

ENGINEERING
PLANNING

Project Information

Description:
Project proposes upgrading the traffic signal at the intersection of Freddy Gonzalez drive and Closner Boulevard, while also adjusting the concrete island, so an additional lane can be added on Freddy Gonzalez drive going eastbound (4-lanes total) and, thus, improving pedestrian traffic with the Freddy Gonzalez proposed trail.

Positive Effect:
Pedestrian trail will have better east/west connectivity and east bound traffic flow will be improved.

Design Professional: City Staff
Contractor: TBD
Environmental: An environmental assessment is being conducted.

Funding Information

Funding Source:
TxDOT TASA Grant Application

Total Budget Amount: $487,500.00

Project Costs:
Design: $9,500.00
Construction: $0.00
Land Acquisition/ROW: $0.00
Total Cost: $9,500.00

Status Information

Timeline:

12/18/2025	Estimated date of completion
12/31/2025	Final Close Out

Critical Issues:
Traffic will be interrupted during construction, as traffic signal will be replaced/adjusted and a storm inlet will be adjusted.

Project Status:
9/27/24 - AFA has been executed, environmental work has begun

9/20/24 - AFA is being executed.

NEW SERVICE CENTER

UTILITIES

CONSTRUCTION

Project Information

Description:
Construction and demolition of the Service Center to house Utilities, Public Works, and Building Maintenance Departments.

Positive Effect:
New city facility replacing older building.

Design Professional:	GIGNAC ARCHITECTS
Contractor:	GERLACH BUILDERS
Environmental:	Not Required

Funding Information

Funding Source:
ARPA 2

Total Budget Amount: $5,000,000.00

Project Costs:

Design:	$316,000.00
Construction:	$0.00
Land Acquisition/ROW:	$0.00
Total Cost:	$5,000,000.00

Status Information

Timeline:

4/30/2025	Estimated date of completion
5/30/2025	Final Close Out

Critical Issues:
None

Project Status:
10/10/2024 - The contractor continues working on the interior of the building. The installation of the exterior roof panels will be begin next week.

10/03/2024 - The contractor continues working on the interior of the building.

MONTE CRISTO AND CLOSNER ELEVATED WATER TOWER

UTILITIES

CONSTRUCTION

Project Information

Description:
Design and Construction of a new 1 million gallon elevated water storage tank.

Positive Effect:
Improve water pressure and increase storage.

Design Professional:	Melden & Hunt
Contractor:	Landmark Structures I LP
Environmental:	Not Required

Funding Information

Funding Source:
ARPA/EEDC

Total Budget Amount: $5,350,000.00

Project Costs:

Design:	$266,900.00
Construction:	$5,037,000.00
Land Acquisition/ROW:	$0.00
Total Cost:	$5,350,000.00

Status Information

Timeline:

1/25/2025	Estimated date of completion
1/27/2025	Final Close Out

Critical Issues:
None

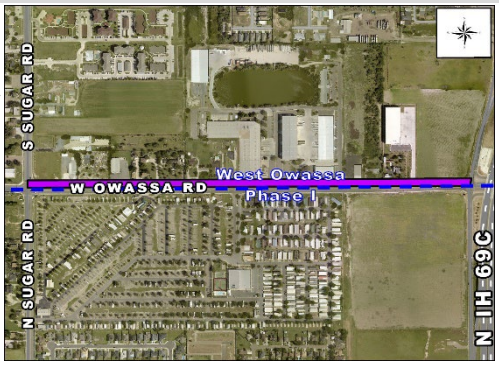
Project Status:
10/10/2024 - Contractor has finalized the interior painting and is working on obtaining an electrical permit from the City.

10/03/2024 - Contractor is painting the interior of the tank.

WEST OWASSA PHASE I

UTILITIES
DESIGN

Project Information



Description:
This project will provide first time sewer to Acacia subdivision and other properties in the area.

Positive Effect:
1st time sanitary sewer to residents.

Design Professional:	Quintanilla, Headley and Associates
Contractor:	TBD
Environmental:	Not Required

Funding Information

Funding Source:
2021 Revenue Bond

Total Budget Amount: $600,000.00

Project Costs:

Design:	$38,400.00
Construction:	$0.00
Land Acquisition/ROW:	$0.00
Total Cost:	$119,000.00

Status Information

Timeline:

<Null>	Estimated date of completion
<Null>	Final Close Out

Critical Issues:
Right of Way acquisition.

Project Status:
10/10/2024 - City Staff was unable to get a hold of the Pastor for an update.

10/03/2024 - City Staff has made contact with the Pastor to check on the progress for the release of the property lien. The Pastor is still working on the release of the lien.

AIRPORT NEW LIFT STATION

UTILITIES
DESIGN

Project Information

Description:
Construction of new lift station to provided first time sewer to the Airport.

Positive Effect:
1st time sanitary sewer to Edinburg Airport.

Design Professional:	Hinojosa Engineering
Contractor:	TBD
Environmental:	Not Required

Funding Information

Funding Source:
ARPA

Total Budget Amount: $2,104,437.32

Project Costs:

Design:	$0.00
Construction:	$0.00
Land Acquisition/ROW:	$0.00
Total Cost:	$167,500.00

Status Information

Timeline:

<Null>	Estimated date of completion
<Null>	Final Close Out

Critical Issues:
None

Project Status:
10/10/24 - Staff received a Buyboard proposal for the installation of only the forcemain. This proposal will be taken to the November 5, 2024 City Council Meeting for approval.

10/03/24 - Staff is obtaining a Buyboard proposal for the installation of only the forcemain.

DTWTP HIGH SERVICE PUMP GENERATOR

UTILITIES
DESIGN

Project Information

Description:
Upsize the existing generator

Positive Effect:
Provide an alternate source of power.

Design Professional:	Halff Associates, Inc.
Contractor:	TBD
Environmental:	Not Required

Funding Information

Funding Source:
ARPA

Total Budget Amount: $1,180,094.00

Project Costs:

Design:	$60,625.00
Construction:	$1,009,469.00
Land Acquisition/ROW:	$0.00
Total Cost:	$1,093,094.00

Status Information

Timeline:

11/6/2025	Estimated date of completion
11/8/2025	Final Close Out

Critical Issues:
None

Project Status:
10/10/24 - The contractor is in the process of obtaining the Building permit.

10/03/24 - The Engineer is currently working on survey in order to provide an easement to AEP.

WASTEWATER TREATMENT PLANT IMPROVEMENTS & EXPANSION

UTILITIES
DESIGN

Project Information

Description:
Expansion of the existing wastewater treatment plant.

Positive Effect:
Rehabilitate and improve capacity of existing wastewater plant.

Design Professional:	Meldent & Hunt
Contractor:	TBD
Environmental:	Not Required

Funding Information

Funding Source:
Utility CIP Budget

Total Budget Amount: $29,587,087.00

Project Costs:

Design:	$4,070,000.00
Construction:	$23,664,569.00
Land Acquisition/ROW:	$0.00
Total Cost:	$29,587,087.00

Status Information

Timeline:

5/12/2026	Estimated date of completion
5/14/2026	Final Close Out

Critical Issues:
Different sections of plant will be taken out of service during construction.

Project Status:
10/10/2024 - The contractor continues installing the rebar for the walls of the Carrousel and the foundation for the east Clarifier.

10/03/2024 - The contractor is installing the rebar for the walls of the Carrousel and the foundation for the east Clarifier.

US HIGHWAY 281 (BETWEEN FM 490 AND SH 186)

UTILITIES

DESIGN

Project Information

Description:
Adjust water lines due to TXDOT US 281 Improvements.

Positive Effect:
Relocating city lines on TxDOT right of way.

Design Professional:	Halff Associates
Contractor:	TBD
Environmental:	Prepared by TxDOT.

Funding Information

Funding Source:
UTILITY PROJECT FUND

Total Budget Amount: $14,500,000.00

Project Costs:

Design:	$422,800.00
Construction:	$0.00
Land Acquisition/ROW:	$0.00
Total Cost:	$0.00

Status Information

Timeline:

4/17/2026	Estimated date of completion
4/19/2026	Final Close Out

Critical Issues:
City Easements are being verified for reimbursements. Temporary interruption of services during construction..

Project Status:
10/10/2024 - The Standard Utility Agreement for the booster station will be presented at the next City Council Meeting.

10/03/2024 - All comments have been addressed by City Staff and Halff. The revised plans have been sent to TXDOT.

WEST WATER TREATMENT PLANT STANDBY GENERATOR

UTILITIES

CONSTRUCTION

Project Information

Description:
<Null>

Positive Effect:
<Null>

Design Professional: <Null>
Contractor: <Null>
Environmental: NOT REQUIRED

Funding Information

Funding Source:
<Null>

Total Budget Amount: <Null>

Project Costs:
Design: <Null>
Construction: <Null>
Land Acquisition/ROW: <Null>
Total Cost: <Null>

Status Information

Timeline:

<Null>	Estimated date of completion
<Null>	Final Close Out

Critical Issues:
<Null>

Project Status:
<Null>

<Null>

EAST OWASSA SEWER IMPROVEMENT

UTILITIES
PLANNING

Project Information

Description:
First time sewer in the area, 8" and 12" sewer lines are being proposed.

Positive Effect:
1st time sanitary sewer for the area.

Design Professional:	Quintanilla, Headley and Associates
Contractor:	TBD
Environmental:	Not Required

Funding Information

Funding Source:
O&M

Total Budget Amount: $30,500.00

Project Costs:

Design:	$0.00
Construction:	$0.00
Land Acquisition/ROW:	$0.00
Total Cost:	$0.00

Status Information

Timeline:

<Null>	Estimated date of completion
<Null>	Final Close Out

Critical Issues:
Acquisition of easements. Minor traffic control.

Project Status:
10/10/2024 - ROW agent is pending a response from the Owner's Representative.

10/03/2024 - ROW agent asked the Owner's Representative if they can ask the owner to reconsider donating the easement to the City.

PUBLIC WORKS DEPARTMENT PAVING & PRESERVATION STREET PROJECTS 10/11/2024

Project Name	Account name	Construction Start	Estimated Completion
FY23-24 STREETS IMPROVEMENTS	ARPA 2	10/30/2023	10/24/2025

Total Budget	Construction Cost	Paid-to-Date	Balance
$2,600,000.00	$2,298,969.00	$97,565.22	$2,201,403.78

Project Update:

10/11/24 - Curry Rd. has been completed. From Doolittle Rd. to City limits. We will continue with 21st Ave, from University to Sprague. Once we have the contract renewed for the asphalt.

#	STREET NAME	%	START	END
1	W SPRAGUE ST	100%	10/30/23	12/8/23
2	HICKORY ST	100%	1/8/24	1/19/24
3	HOBBS DR	100%	3/25/24	5/31/24
4	KNIGHT AVE	100%	6/3/24	6/14/24
5	W SPRAGUE ST (Re-work)	0%	6/17/24	6/28/24
6	S 22ND AVE	60%	7/1/24	7/26/24
7	S 21ST AVE	0%	7/29/24	8/23/24
8	W FAY ST	0%	8/26/24	8/30/24
9	WOODSTONE DR	0%	9/2/24	9/6/24
10	CYPRESS DR	0%	9/9/24	9/13/24
11	CITRUS LN	0%	9/16/24	9/20/24
12	MONTE CRISTO HEIGHTS RD	0%	9/23/24	9/27/24
13	W CANAL ST	100%	9/30/24	10/4/24
14	W INGLE RD	0%	10/7/24	10/11/24
15	ANGELA AVE	0%	10/14/24	10/18/24

#	STREET NAME	%	START	END
16	DEBBIE DR	0%	10/21/24	10/25/24
17	LIZ RIOS DR	0%	10/28/24	11/1/24
18	FRANCIS DR	0%	11/4/24	11/8/24
19	ARTHUR AVE	0%	11/11/24	1/15/24
20	KERI DR	0%	11/18/24	11/22/24
21	BETTY BLVD	0%	11/25/24	11/29/24
22	CARLA MARIE WAY	0%	12/2/24	12/6/24
23	DIANA DR	0%	12/9/24	12/13/24
24	BUNKER AVE	0%	12/16/24	12/20/24
25	E GOLF BALL DR	0%	12/23/24	12/27/24
26	SEVILLA BLVD	0%	1/6/25	1/31/25
27	GRANADA ST	0%	2/3/25	2/7/25
28	GRANADA CIR	0%	2/10/25	2/21/25
29	VERONICA LN	0%	2/24/25	2/28/25
30	CHRISTOPHER LN	0%	3/3/25	3/7/25
31	PAULINE LN (HOLLY HEIGHTS)	0%	3/10/25	3/14/25
32	CHAPIN RD	0%	3/17/25	5/9/25
33	PABLO ST	0%	5/12/25	5/16/25
34	JUAN ST	0%	5/19/25	5/23/25
35	CANTU ST	0%	5/26/25	5/30/25
36	BELINDA ST	0%	6/2/25	6/6/25
37	ISABELLA ST	0%	6/9/25	6/13/25

#	STREET NAME	%	START	END
38	AGUILAR ST	0%	6/16/25	6/20/25
39	RAILROAD DR	0%	6/23/25	6/27/25
40	ARAIAN CT	0%	6/30/25	7/4/25
41	CALEB CT	0%	7/7/25	7/11/25
42	CLAUDIA ST	0%	7/14/25	7/18/25
43	LUCY ST	0%	7/21/25	7/25/25
44	AYSSA CT	0%	7/28/25	8/1/25
45	MYRA CT	0%	8/4/25	8/8/25
46	NOHEMI CT	0%	8/11/25	8/15/25
47	CANTERA RIDGE ST	0%	8/18/25	8/22/25
48	GABBIE LN	0%	8/25/25	8/29/25
49	SANDIE LN	0%	9/1/25	9/5/25
50	ROBBIE LN	0%	9/8/25	9/12/25
51	MINNIE LN	0%	9/15/25	9/19/25
52	NIKKI LN	0%	9/22/25	9/26/25
53	PAULINE LN (CANTERA RIDGE)	0%	9/29/25	10/3/25
54	CHELSEA LN	0%	10/6/25	10/10/25
55	LEE CIR	0%	10/13/25	10/17/25
56	GREENBRIAR DR	0%	10/20/25	10/24/25

PUBLIC WORKS DEPARTMENT PAVING & PRESERVATION STREET PROJECTS 10/11/2024

Project Name	Account name	Construction Start	Estimated Completion
FY23-24 STREETS IMPROVEMENTS	ARPA 2	10/30/2023	10/24/2025

Total Budget	Construction Cost	Paid-to-Date	Balance
$2,600,000.00	$2,298,969.00	$97,565.22	$2,201,403.78

Project Update:

10/11/24 - Curry Rd. has been completed. From Doolittle Rd. to City limits. We will continue with 21st Ave, from University to Sprague. Once we have the contract renewed for the asphalt.

#	STREET NAME	%	START	END	03/25/24	04/01/24	04/08/24	04/15/24	04/22/24	04/29/24	05/06/24	05/13/24	05/20/24	05/27/24	06/03/24	06/10/24	06/17/24	06/24/24	07/01/24	07/08/24	07/15/24	07/22/24	07/29/24	08/05/24	08/12/24	08/19/24	08/26/24	09/02/24	09/09/24	09/16/24	09/23/24	09/30/24	10/07/24	10/14/24
1	S VETERANS BLVD	100%	4/15/24	4/29/24																													
2	FOUNTAIN PLAZA BLVD	100%	4/15/24	4/29/24																													
3	TAGLE ST	100%	4/15/24	4/29/24																													
4	DENVER ST	100%	4/15/24	4/29/24																													
5	SALINAS ST	100%	4/15/24	4/29/24																													
6	CHICAGO ST	100%	4/15/24	4/29/24																													
6	BOSTON ST	100%	4/15/24	4/29/24																													
8	ATLANTA ST	100%	4/15/24	4/29/24																													
9	ELIZABETH ST	100%	4/15/24	4/29/24																													
10	E EFRAIN ST	100%	4/15/24	4/29/24																													
11	E YVONNE ST	100%	4/15/24	4/29/24																													
12	N YVONNE ST	100%	4/15/24	4/29/24																													
13	BARBARA LN	100%	4/15/24	4/29/24																													
14	E FRANCIS LN	100%	4/15/24	4/29/24																													
15	N SHELLY AVE	100%	4/15/24	4/29/24																													
16	LANCELOT LN	100%	4/15/24	4/29/24																													
17	W DUTCHESS ST	100%	4/15/24	4/29/24																													
18	PRINCESS ST	100%	4/15/24	4/29/24																													
19	EMPRESS ST	100%	4/15/24	4/29/24																													

AIRPORT DPS AIRCRAFT DIVISION HANGAR - BUILDING #5

AIRPORT
CONSTRUCTION

Project Information

Description:
Hangar construction for DPS Aircraft Division

Positive Effect:
TBD

Design Professional: KSA
Contractor: NM Contracting
Environmental: Not Required

Funding Information

Funding Source:
TXDoT CSJ No.: 22HGEDINB

Total Budget Amount: $11,111,111.00

Project Costs:
Design: $812,867.00
Construction: $5,719,383.87
Land Acquisition/ROW: $0.00
Total Cost: $0.00

Status Information

Timeline:

<Null>	Estimated date of completion
<Null>	Final Close Out

Critical Issues:
TBD

Project Status:
10/07/24 - Weekly construction progress (video conference) meeting No. 65; Day 561 of 300 Calendar Days; Percent of Project Complete (time): 187% (261 days over); Estimated Percentage of Construction Completion: ~70%; building now has electrical utility service and 2" water line service; fire wall and south side offices 1st coat of paint; insulation inspected earlier today; electricians testing wiring; apron concrete rubble being broken further and set aside due to receiving pit being too wet; interior fire lines painted; floor epoxy coating to start in sections later this week

9/30/24 - Weekly construction progress (video conference) meeting No. 64; Day 554 of 300 Calendar Days; Percent of Project Complete (time): 184.67% (254 days over); Estimated Percentage of Construction Completion: ~70%; megadoors installed, electrical connections underway; Friday the 27th offices inspected by City; inner walls insulation inspection this week; inner walls sheetrock, float, tape continuing; painter, electricians, plumbers on site; demolished ramp rubble haul-off this week; completion forecast October 27th

AIRPORT FENCE REPLACEMENT PROJECT

AIRPORT
PLANNING

Project Information

Description:
AIRPORT PERIMETER FENCE REPLACEMENT - FY 2023 Community Project Funding - Security Fencing

Positive Effect:
TBD

Design Professional:	Professional services under contract TXDoT 4222AVAF1-00001; SAM-CS Construction Services, Houston TX
Contractor:	under negotiation with TXDoT: Sam-Construction Services, LLC
Environmental:	Not Required

Funding Information

Funding Source:
TBD

Total Budget Amount: $2,150,000.00

Project Costs:

Design:	$30,000.00
Construction:	$0.00
Land Acquisition/ROW:	$0.00
Total Cost:	$57,063.99

Status Information

Timeline:

<Null>	Estimated date of completion
<Null>	Final Close Out

Critical Issues:
TBD

Project Status:
5/21/24 TXDoT CSJ# 2421EDINB EBG Fence Replacement Project; Final Design Phase NTP issued by TXDoT, submission due 7/08/2024

5/21/24 TXDoT CSJ# 2421EDINB EBG Fence Replacement Project; Preliminary Engineering Report Review video conference between DoA, TXDoT, SAM-CS

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
PRESENTATIONS AND REPORTS
Agenda Item No: 7.D.
Presentation on Alberta Road Reconstruction Project.

1. **Agenda Item:**
   Presentation on Alberta Road Reconstruction Project. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**
   Presentation on Alberta Road Reconstruction Project.

3. **Staff's Recommendation:**
   Presentation on Alberta Road Reconstruction Project.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Mardoqueo Hinojosa, City Engineer

Attachments:
A. Email TxDOT 100324
B. Alberta Closner Exhibit
C. Existing Conditions

Mardoqueo Hinojosa

From: Pedro Alvarez <Pedro.Alvarez@txdot.gov> on behalf of Pedro Alvarez
Sent: Thursday, October 3, 2024 11:20 AM
To: Tomas D. Reyna; Rex Costley
Cc: Gabriel Garcia; Mardoqueo Hinojosa; Patrizia Longoria; Alicia Carmona
Subject: Re: Bus 281 (Closner Blvd) and Alberta Rd. Intersection

Tomas,

Based on the various options presented, these are the two being considered at this time.

If the city comes up with other alternatives, we are open to further discussions.

Pedro R. Alvarez, P.E.
Pharr District Engineer - TxDOT

Pedro.Alvarez@txdot.gov
(956) 702-6101

Take Care of the People that Take Care of You.

From: Tomas D. Reyna <treyna@cityofedinburg.com>
Sent: Thursday, October 3, 2024 11:15 AM
To: Rex Costley <Rex.Costley@txdot.gov>; Pedro Alvarez <Pedro.Alvarez@txdot.gov>
Cc: Gabriel Garcia <Gabriel.Garcia@txdot.gov>; Mardoqueo Hinojosa <mhinojosa@cityofedinburg.com>; Patrizia Longoria <plongoria@cityofedinburg.com>; Alicia Carmona <acarmona@cityofedinburg.com>
Subject: Bus 281 (Closner Blvd) and Alberta Rd. Intersection

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Pete, Rex and Team,

Thank you for taking the time to meet with us regarding the traffic control measures at the intersection of US 281 (Closner Blvd) and Alberta Road. As discussed, we would like to confirm that only two options will be considered by staff and TxDOT for the traffic control at the intersection:

1. Leaving the intersection as is
2. Implementing the Bypass Lane Intersection as originally presented

We are in agreement that some safety measures are necessary for this intersection. We appreciate all the assistance you have provided in addressing this matter.

Thank you again for your time and support.

Best regards,

Respectfully,

Tomas D. Reyna
Assistant City Manager
City Manager's Office
: treyna@cityofedinburg.com
: (956) 388-8207
: (956) 239-1580
: cityofedinburg.com
: 415 W. University Dr. Edinburg, TX 78539

Sign up now for City of Edinburg's **CodeRED**, to get important notifications and dial **311** for any city information/request.

CONFIDENTIALITY STATEMENT: This email and attachments are intended for the above name only and are confidential. If you are not the intended addressee, or the person responsible for delivering it to the intended addressee, you may neither copy, disseminate, nor distribute it to anyone else or use it in any unauthorized manner; to do so is strictly prohibited and may be unlawful. If you receive this email by mistake, please advise the sender immediately by using the reply facility in your mail software and delete it from your computer.

A Texas Department of Transportation message

ALBERTA RD & CLOSNER BLVD INTERSECTION
CONCEPTUAL VIEW

THE CITY OF EDINBURG
TEXAS

CINTAS
STOP

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
PUBLIC HEARINGS
Agenda Item No: 8.A.
Public Hearing and Consider Approval of Substantial Amendment No. 1
to the CDBG – FY 2023-2027 Consolidated Plan & Strategy

1. **Agenda Item:**
Hold Public Hearing and Consider Approval of Substantial Amendment No. 1 to the Community Development Block Grant Program – Fiscal Year 2023-2027 Consolidated Plan & Strategy. [Claudia L. Farias, Director of Grants Administration]

2. **Description:**
The City of Edinburg receives federal funds from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program. The City's 2023 - 2027 Consolidated Plan was approved by City Council for submittal to HUD on July 31, 2023 and subsequently approved by HUD. In accordance with 24 CFR 91.105, 24 CFR 91.505 and the City's Citizen Participation Plan, the City is allowed to make substantial amendments to its Consolidated Plan and Strategy.

The Substantial Amendment No. 1 to the FY 2023-2027 Consolidated Plan and Strategy (CPS) consists of the removal, increase, and or reduction of goals in HUD's Integrated Disbursement and Information System (IDIS) in order to comply with the City's Citizen Participation Plan.

On September 18, 2024, the Community Development Council approved Amendment No. 1 to the FY 2023-2027 CPS.

The purpose of this public hearing is to solicit public comments on Amendment No. 1 to the City's FY 2023-2027 CDBG Consolidated Plan & Strategy. The City will be soliciting public comments on Amendment No. 1 to the FY 2023-2027 CPS during a thirty (30) day comment period from October 2, 2024 to November 1, 2024. All comments received will be attached to the Substantial Amendment No. 1 for submission to HUD.

3. **Staff's Recommendation:**
Approve Substantial Amendment No. 1 to the Community Development Block Grant Program – Fiscal Year 2023-2027 Consolidated Plan & Strategy.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Claudia Farias, Director of Grants Administration

Attachments:
A. Substantial Amendment No. 1 to FY 2023-2027 Consolidated Plan & Strategy

SUBSTANTIAL AMENDMENT NO. 1
TO THE FY 2023-2027 CONSOLIDATED PLAN & STRATEGY

The City of Edinburg is an Entitlement Community of the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. The City of Edinburg is required by HUD to submit a Consolidated Plan and Strategy every five years which describes community needs, resources, goals, and priorities. The City of Edinburg proposes to amend its Five (5) Year Consolidated Plan and Strategy.

A substantial amendment is required when: a) Any change in funding allocation priorities or a change in the method of distribution of funds in excess of $75,000; b) In carrying out an activity, using funds from any program covered by the Consolidated Plan (including program income) but not previously described in the action plan; c) Deletion or creation of a proposed activity; d) Reduction of more than 25% of the proposed beneficiaries, when the proposed number of beneficiaries is greater than 10; e) Changing the purpose, scope, or location of an activity previously described. In accordance with 24 CFR 91.105, 24 CFR 91.505 and the City's Citizen Participation Plan, the City is allowed to make substantial amendments to its Consolidated Plan.

FY 2023-2027 (5) Year Consolidated Plan and Strategy (CPS):

The proposed amendment will remove, increase, and/or reduce goals in order to comply with the City's Citizen Participation Plan as follows:

	EXISTING				PROPOSED			
Goal	**Funding Amount**	**Goal Outcome Indicator**	**Quantity**	**Unit of Measure**	**Funding Amount**	**Goal Outcome Indicator**	**Quantity**	**Unit of Measure**
1 A: Improve Public Facilities	$0	Public Facility	0	Persons Assisted	$944,739	Public Facility	77,845	Persons Assisted
1 B: Improve Public Infrastructure	$3,923,695	Infrastructure	18,725	Persons Assisted	1,404,760	Infrastructure	73,280	Persons Assisted
2A: Provide Public Services	$300,000	Public Service	640	Persons Assisted	$780,000	Public Service	948	Persons Assisted
2C: Provide Services to Prevent Homelessness	$500,000	Public Service	125	Persons Assisted	REMOVE GOAL AND ADD FUNDING AND QUANTITY TO 2A: PUBLIC SERVICES			
03A: Rehabilitate Existing Housing Stock	$0	Homeowner Housing Rehab	0	Housing Units	$1,614,460	Homeowner Housing Rehab	8	Housing Units
Program Administration	$1,135,003	Other			$1,114,739	Other		

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
PUBLIC HEARINGS
Agenda Item No: 8.B.
Rezoning Request - Jesus Vazquez on behalf of Jose Dolores Vazquez Solache and Angel Torices

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, a 6.00 Acre Tract of Land Out of Lot 64, Kelly-Pharr Subdivision, Hidalgo County, Texas, as Per Map Recorded in Volume 3, Pages 133-134, Deed Records of Hidalgo County, Texas, Located at 5313 Rolando Drive, as Requested by Jesus Vazquez on Behalf of Jose Dolores Vazquez Solache and Angel Torices. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property consists of three tracts of land and are located on the south side of Rolando Drive, approximately 600 feet west of South Veterans Boulevard. The property has 50 feet of frontage along Rolando Drive and a lot width of 909.45 feet for a total area of 6.00 acres. The requested zoning designation is the Residential, Primary (RP) District, which is the primary residential district, intended to permit a wide range of single-family residential uses. The district is intended to create residential neighborhoods, characterized tree-lined streets and building covering a larger percentage of the lots, beginning to create a sense of enclosure. The applicant is seeking a zone change to establish a new single-family residential development.

Adjacent zoning districts are Agriculture and Open Space (AO) District in all directions. Surrounding land consists of a mix of single-family residential uses and vacant land. On December 10, 2013, the property was annexed into the city with the Agricultural District designation. The future land use designation for this property is Auto-Urban uses.

A rezoning request for this property was recommended for denial at the June 11, 2024, Planning and Zoning Commission meeting. The applicant has since resubmitted the request, this time for a zoning district with lower density. Staff mailed a notice of the public hearing to 93 neighboring property owners on Friday, September 13, 2024, and had received no comments in favor and none against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 25, 2024.

On September 19, 2024, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

The Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Rezoning Request.

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 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

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 9/26/24
CITY COUNCIL – 10/15/24
DATE PREPARED – 9/16/24

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Jose Dolores Vazquez Solache and Angel Torices

AGENT: Jesus Vazquez

LEGAL: Being a 6.00 acre tract of Land out of Lot 64, Kelly-Pharr Subdivision

LOCATION: 5313 Rolando Drive

LOT/TRACT SIZE: 6.00 acres

CURRENT USE: Vacant land

PROPOSED USE: Single-family residential 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 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
JESUS VAZQUEZ

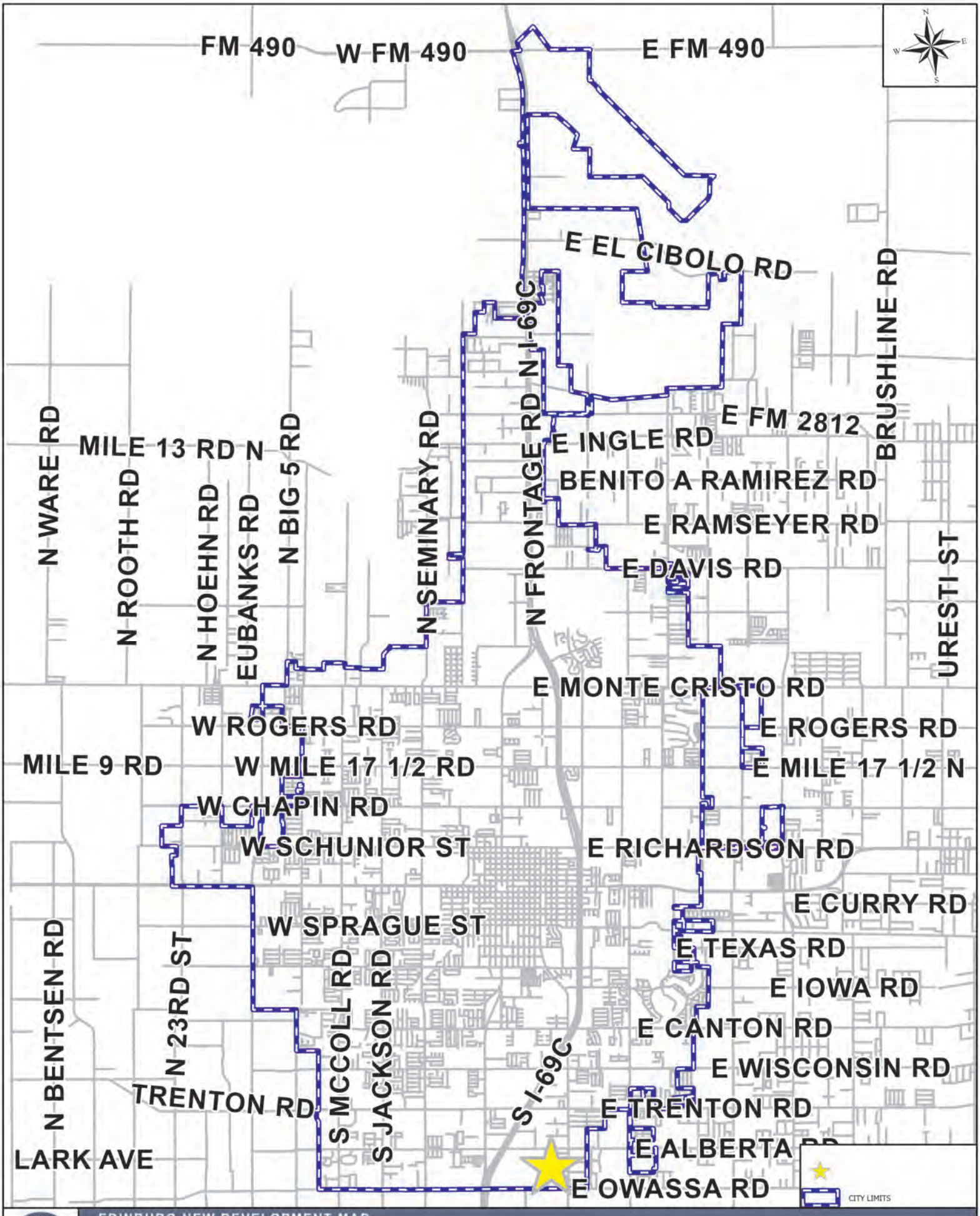
EVALUATION

The following is staff's evaluation of the request:

1. Surrounding land uses consist of single-family residential uses and vacant land.
2. On December 10, 2013, the property was annexed into the city with the Agriculture and Open Space (AO) District designation.
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 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 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.

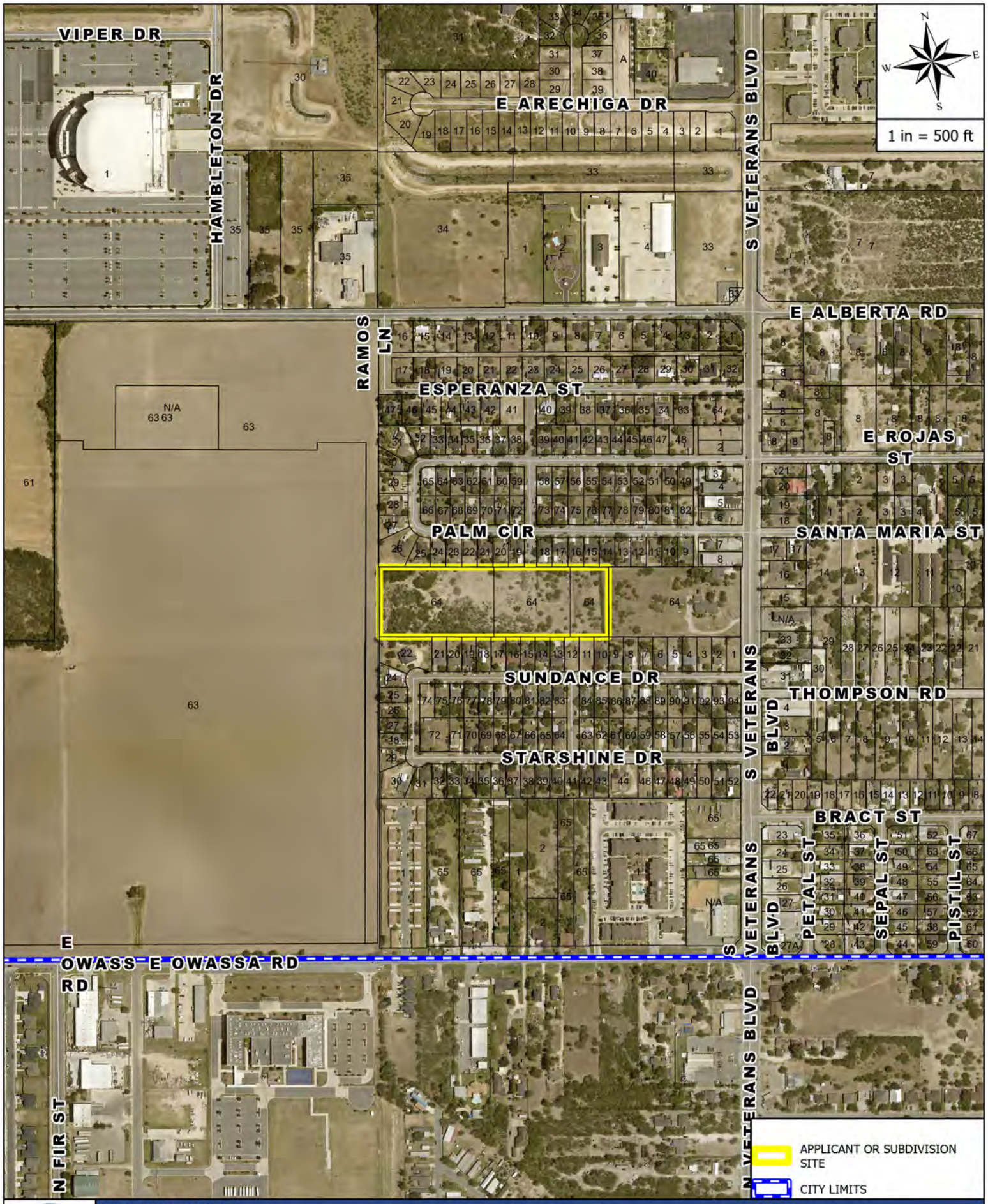
A rezoning request for this property was recommended for denial at the June 11, 2024 Planning and Zoning Commission Meeting. The applicant has since resubmitted the request, this time for a zoning district with lower density. Staff mailed a notice of the public hearing to 93 neighboring property owners on Friday, September 13, 2024, and had received no comments in favor and none against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 25, 2024.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0231 5313 ROLANDO DR - JESUS VASQUEZ



AERIAL MAP

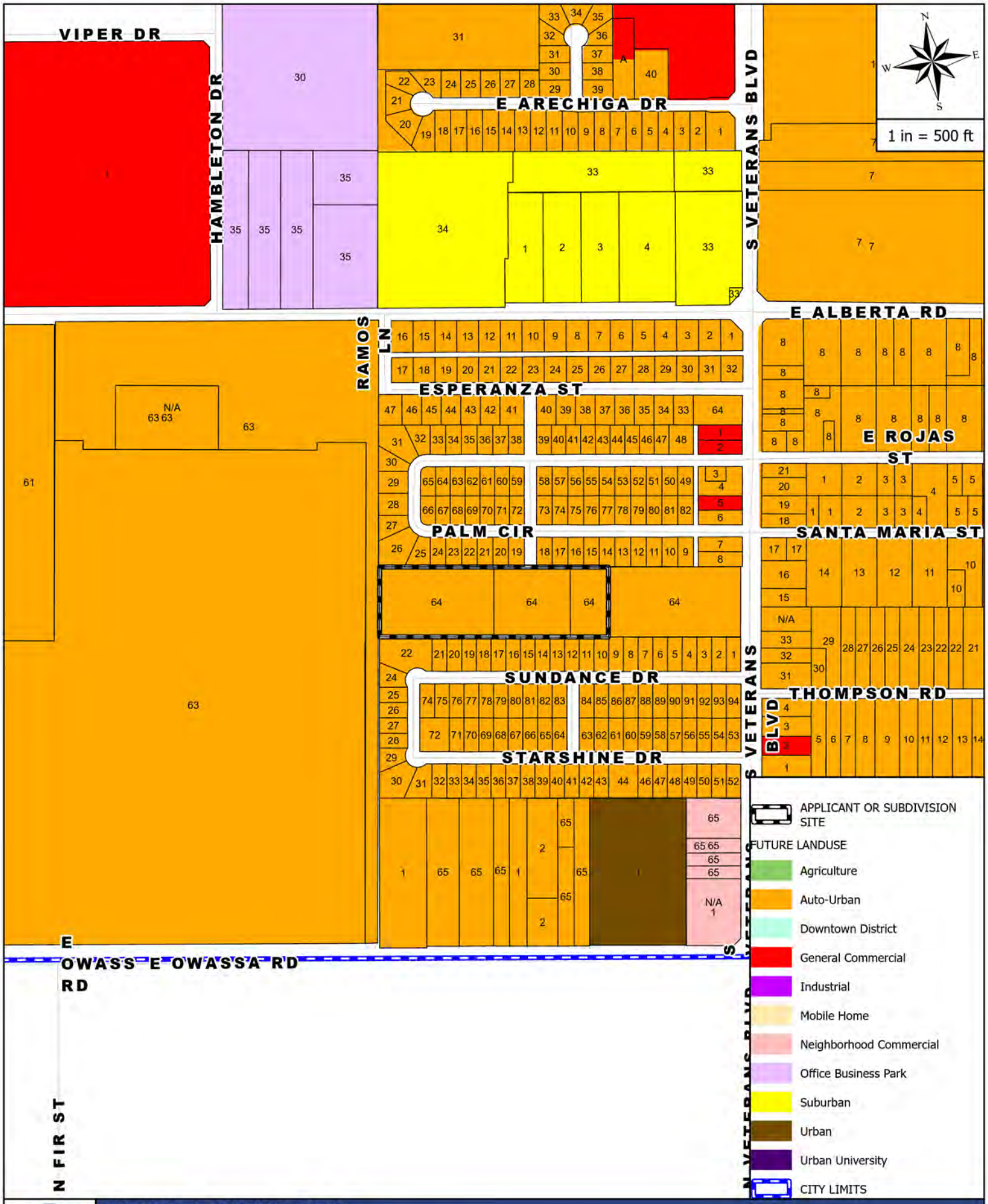
APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0231 5313 ROLANDO DR - JESUS VASQUEZ

ZONING MAP

APPLICANT AND/OR SUBDIVISION:

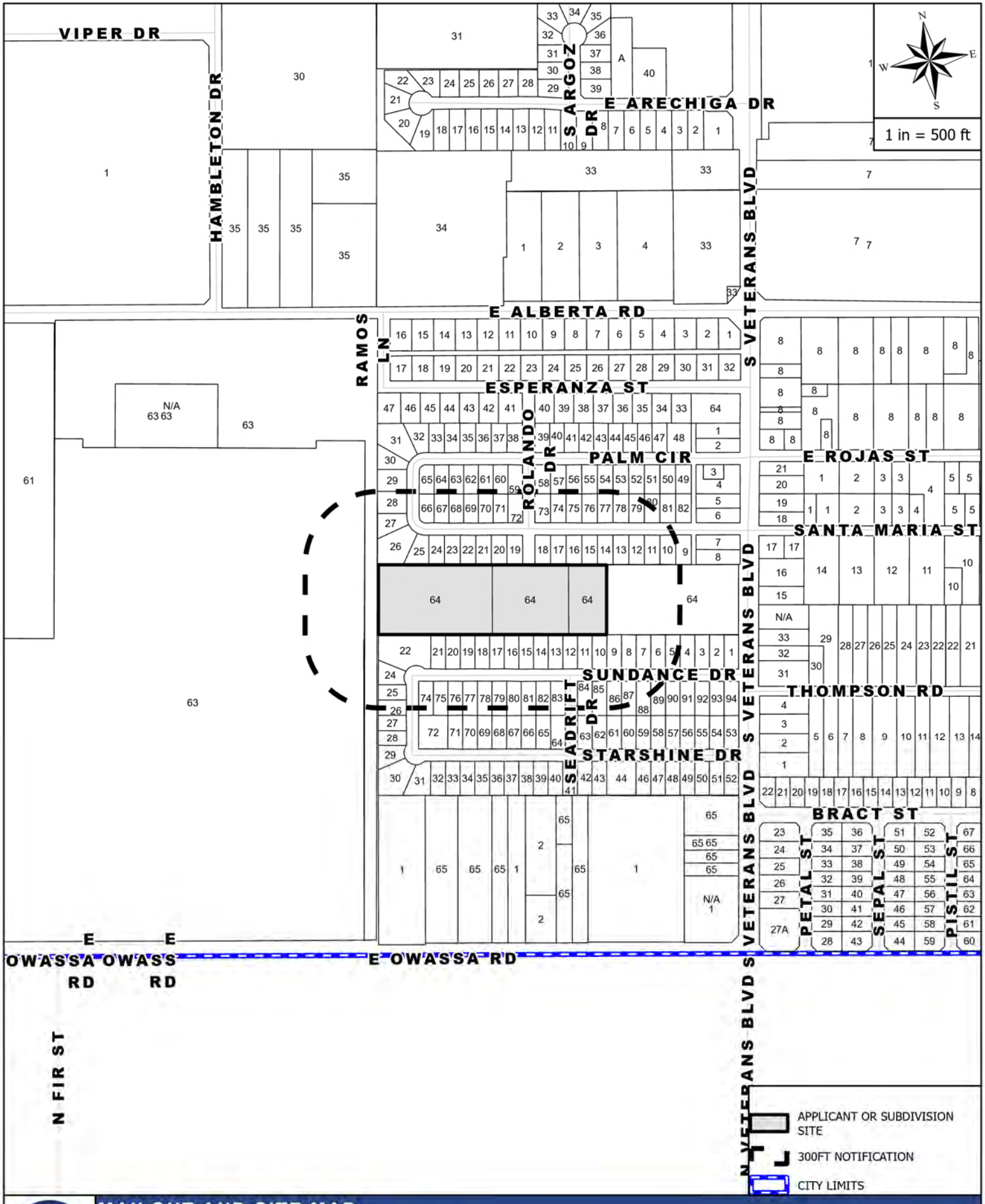
RZNE-2024-0231 5313 ROLANDO DR - JESUS VASQUEZ



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0231 5313 ROLANDO DR - JESUS VASQUEZ



MAILOUT AND SITE MAP

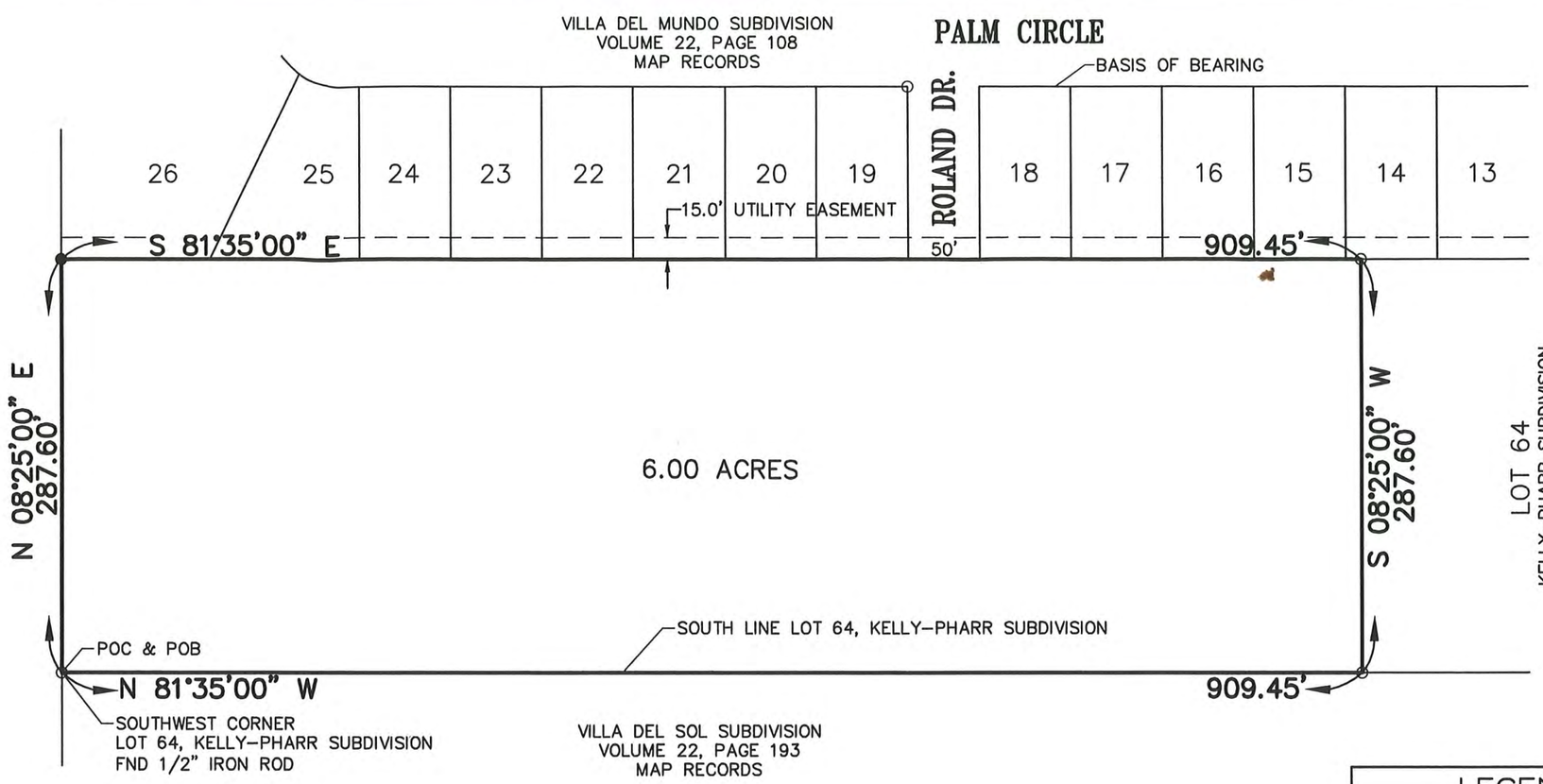
APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0231 5313 ROLANDO DR - JESUS VASQUEZ

Rezoning Request Site Photo

Jesus Vazquez

5313 Rolando Drive



PLAT SHOWING

A 6.00 ACRE TRACT OF LAND OUT OF LOT 64, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

SURVEYED: APRIL 14, 2024

REQUESTED BY: J. JESUS VASQUEZ

JOB NUMBER
SUR 24 047

FLOOD ZONE DESIGNATION: ZONE "B"
COMMUNITY-PANEL NUMBER: 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

LEGEND	
●	– FD. 1/2" IRON ROD
O	– SET 1/2" IRON ROD

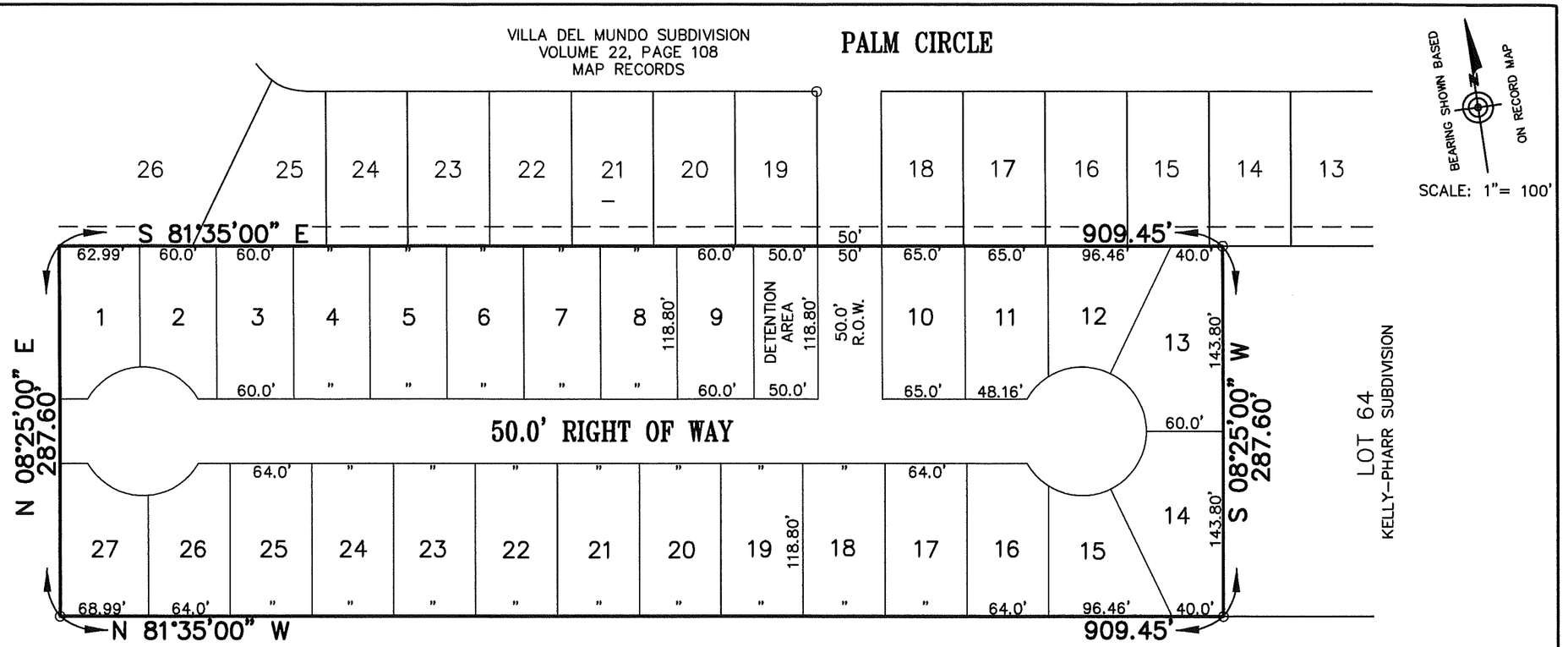
STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

I, PABLO SOTO JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

4/15/2024

PABLO SOTO JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4541

PABLO SOTO JR. P.E.
1208 S. IRONWOOD ST. TEL. (956) 460-1605
PHARR, TEXAS 78577



PLAT SHOWING

A 6.00 ACRE TRACT OF LAND OUT OF LOT 64, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

SURVEYED: AUGUST 27, 2024

REQUESTED BY: J. JESUS VASQUEZ

JOB NUMBER
SUR 24 133

FLOOD ZONE DESIGNATION: ZONE "B"
COMMUNITY-PANEL NUMBER: 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

I, PABLO SOTO JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

PABLO SOTO JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4541

PABLO SOTO JR. P.E.
1208 S. IRONWOOD ST. TEL. (956) 460-1605
PHARR, TEXAS 78577

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2024-0231

Date: 8-26-2024

1. Property Owner (required): Jesus Vazquez 2. Phone: (956) 9054166
3. Mailing Address: 5810 NUEVA ESPERANZA
4. City: PHARR State: TX Zip: 78577
5. Owner's Email: Jesus369975@gmail.com 6. Cell No. (956) 9054166
7. Agent (not owner): _____ 8. Agent's Phone: _____
9. Agent's Mailing Address: _____
10. City: _____ State: _____ Zip: _____
11. Agent's Email: _____
12. Address/Location being Rezoned: 5313 Rolando Dr
13. Legal Description of Property: 14. Property ID(s): 202031, 202030, 202035

Kelly Pharr Tract Lot 64...

15. Zone Change: From: AGRICULTURAL To: SINGLE FAMILY SUB
16. Existing Land Use: Residential Primary
17. Reason for Zone Change: Proposed new development

Jesus Vazquez
(Please Print Name)

Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED 8-26-24

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

PID: 202028 MARQUEZ JUAN H & SYLVIA SANJAY & ANJALI KHANNA
13040 HEMPSTEAD RD
HOUSTON, TX 77040-6510

PID: 202030 VAZQUEZ JOSE DOLORES & ANGEL TORICES
1216 PROSPERIDAD
PHARR, TX 78577-7758

PID: 202031 VAZQUEZ JOSE DOLORES SOLACHE
1216 PROSPERIDADA
PHARR, TX 78577-7758

PID: 202032 HINOJOSA TOMAS JOSE
PO BOX 351
EDINBURG, TX 78540-0351

PID: 202035 VAZQUEZ J DOLORES SOLACHE
1216 PROSPERIDAD
PHARR, TX 78577-7758

PID: 314473 GONZALEZ MIGUEL
1204 PALM CIRCLE
EDINBURG, TX 78542-3039

PID: 314474 HERNANDEZ CARLOS JEHU
1113 E CANO ST
EDINBURG, TX 78539-4934

PID: 314475 SALINAS HERIBERTO
1112 PALM CIRCLE DR
EDINBURG, TX 78542-8362

PID: 314476 SALINAS ERASMO & MARIBEL
1106 PALM CIRCLE DR
EDINBURG, TX 78542-8362

PID: 314477 PULIDO CESAR C/O SOUTH TEXAS DEVELOPERS
1102 PALM CIRCLE DR
EDINBURG, TX 78542-8362

PID: 314478 MEDELLIN YOLANDA
16416 288TH ST E
GRAHAM, WA 98338-6052

PID: 314479 ALMAZAN YOLANDA
16416 288TH ST E
GRAHAM, WA 98338-6052

PID: 314480 GARZA FRANCISCA LUIS MARIN GARCIA
1014 PALM CIRCLE
EDINBURG, TX 78542-7909

PID: 314481 CHAVERO MAYRA
1006 PALM CIRCLE DR
EDINBURG, TX 78542-7909

PID: 314482 ROJAS DAVID
1004 PALM CIRCLE DR
EDINBURG, TX 78542-7909

PID: 314483 SANCHEZ J ELISEO & IDALIA
924 PALM CIRCLE DR
EDINBURG, TX 78542-8363

PID: 314484 GONZALEZ ROSA AMALIA
918 PALM CIRCLE
EDINBURG, TX 78542

PID: 314485 RIVAS WILLIE & EVANGELINA
211 BENCHMARK DR
EDINBURG, TX 78542-5999

PID: 314486 SALINAS JUVENTINO & ROSALINDA
908 PALM CIRCLE DR
EDINBURG, TX 78542-8363

PID: 314487 SALINAS JOSE RODOLFO & EDUARDO OSCAR & OMELIA SALINAS
904 PALM CIRCLE DR
EDINBURG, TX 78542-8363

PID: 314488 PENA BEATRIZ SANDOVAL
822 PALM CIRCLE DR
EDINBURG, TX 78542-7956

PID: 314489 GALVAN NANCY C & ROMAN G & RICARDO GONZALEZ JR RICARDO & YOLANDA GONZALEZ
810 PALM CIRCLE
EDINBURG, TX 78542-7956

PID: 314490 DUENAS OSVALDO
804 PALM CIR
EDINBURG, TX 78542-7956

PID: 314491 SALINAS YESENIA D & JESSICA
5119 PALM CIR
EDINBURG, TX 78542-7910

PID: 314492 VILLARREAL SAN JUANITA EDUARDO A MORIN
5113 PALM CIRCLE DR
EDINBURG, TX 78542-7910

PID: 314493 SALINAS MANUEL & ROSA MARIA
5107 PALM CIRCLE DR
EDINBURG, TX 78542-7910

PID: 314517 LEIJA BERNARDO & FLORENCIA
1104 PALM CIR
EDINBURG, TX 78542-8362

PID: 314518 ALONZO RAMIRO & MARIA A
1020 PALM CIRCLE DR
EDINBURG, TX 78542-7909

PID: 314519 ALONZO MARIA ANGELICA
1020 PALM CIRCLE DR
EDINBURG, TX 78542-7909

PID: 314520 SOLIS ADELAIDO JR & NORMA ALISIA
1108 STARSHIRE DR
EDINBURG, TX 78542

PID: 314521 GONZALEZ GERINO T
1008 PALM CIRCLE DR
EDINBURG, TX 78542-7909

PID: 314522 QUENUN DAPHANIE ORVERLY
3502 ALICE LN
EDINBURG, TX 78541-9397

PID: 314523 GRACIA HECTOR H & LAURA L
1214 INTERNATIONAL ST
EDINBURG, TX 78539-2359

PID: 314524 MONTALVO JAVIER H
914 PALM CIRCLE DR
EDINBURG, TX 78542-8363

PID: 314525 HERNANDEZ NOEMI & NORBERTO
910 PALM CIRCLE
EDINBURG, TX 78542-8363

PID: 314526 GONZALEZ DANIEL S & MARIA TERESA
906 PALM CIRCLE DR
EDINBURG, TX 78542-8363

PID: 314527 FAZ JESUS JR & AMAIRANI & IRIDIAN
902 PALM CIRCLE
EDINBURG, TX 78542-8363

PID: 314528 SANCHEZ RUBEN
820 PALM CIRCLE DR
EDINBURG, TX 78542-7956

PID: 314529 RAMIREZ ARACELI
4417 BETH DR
EDINBURG, TX 78542-6818

PID: 314530 ESPARZA ALFREDO JR & ROSA L MARIA ESPARZA
807 PALM CIRCLE DR
EDINBURG, TX 78542-7956

PID: 314531 GUZMAN VICENTE & MARIA O
819 PALM CIRCLE DR
EDINBURG, TX 78542-7956

PID: 314532 VASQUEZ JOSE V & ALEJANDRA
903 PALM CIRCLE DR
EDINBURG, TX 78542-8363

PID: 314533 SALINAS RAMON & MARISOL
907 PALM CIRCLE DR
EDINBURG, TX 78542-8363

PID: 314534 GOMEZ MARIA GRISEL
913 PALM CIR
EDINBURG, TX 78542-8363

PID: 314535 DURAN MARIA MARTHA
917 PALM CIR
EDINBURG, TX 78542-8363

PID: 314536 RODRIGUEZ JOSE GILBERTO & CARLOS ORTEGA JR
923 PALM CIR
EDINBURG, TX 78542-8363

PID: 314537 MORENO MARIO
1001 PALM CIRCLE DR
EDINBURG, TX 78542-7909

PID: 314538 RANGEL ARGELIA
1005 PALM CIRCLE DR
EDINBURG, TX 78542-7909

PID: 314539 FLORES JOSE ANTONIO & BELINDA
139 LAUMAIA LN
BASTROP, TX 78602

PID: 314540 RUIZ JOSE DAVID & JUANITA MARIN
1017 PALM CIR
EDINBURG, TX 78542-7909

PID: 314541 ZUNIGA STEPHANIE ROSE
4415 HARMONY LN
EDINBURG, TX 78542-0238

PID: 314542 MUNGUIA ROSALIO JR & ROSA L
1107 PALM CIRCLE DR
EDINBURG, TX 78542-8362

PID: 314543 GONZALEZ GUMARO & MARIA E
1109 PALM CIRCLE DR
EDINBURG, TX 78542-8362

PID: 314544 SALINAS FIDEL & NILDA N
1115 PALM CIRCLE DR
EDINBURG, TX 78542-8362

PID: 314545 RAMIREZ FRANCISCA P
1717 THOMPSON RD
MISSION, TX 78574

PID: 314644 GONZALEZ DELFINO & SANTOS R
1203 SUNDANCE DR
EDINBURG, TX 78542-8364

PID: 314645 PEREZ ANTONIO
1123 SUNDANCE DR
EDINBURG, TX 78542-8310

PID: 314646 BARRERA MARIA JULIANA
1119 SUNDANCE DR
EDINBURG, TX 78542-8310

PID: 314647 CASTILLO MARIA GUADALUPE
1115 SUNDANCE
EDINBURG, TX 78539

PID: 314648 GUAJARDO RAYMUNDO & GRACIELA
1109 SUNDANCE DR
EDINBURG, TX 78542-8310

PID: 314649 ALANIZ JOSE L & MA DE JESUS
1105 SUNDANCE DR
EDINBURG, TX 78542-8310

PID: 314650 CORTEZ JOSE BENAVIDEZ
10346 MUSCATINE ST
HOUSTON, TX 77029-2122

PID: 314651 RAMOS JUAN E & DANIEL RAMOS
4410 PIZZARO DR
EDINBURG, TX 78542-5556

PID: 314652 SALINAS ELOY JR
1017 SUNDANCE DR
EDINBURG, TX 78542-8960

PID: 314653 PALACIOS NATALIA AKA NATALIA ALEMAN PALACIOS
1013 SUNDANCE DR
EDINBURG, TX 78542-8960

PID: 314654 SALAZAR ALFREDO & SYLVIA
1009 SUNDANCE DR
EDINBURG, TX 78542-8960

PID: 314655 BALDERAS ALFONSO JR
1003 SUNDANCE DR
EDINBURG, TX 78542-8960

PID: 314656 PEREZ JUAN & MARIA G
923 SUNDANCE DR
EDINBURG, TX 78542-8309

PID: 314657 BALDERAS ALFONSO
1003 SUNDANCE DR
EDINBURG, TX 78542-8960

PID: 314658 FLORES LYDIA M
913 SUNDANCE DR
EDINBURG, TX 78542-8309

PID: 314659 GONZALEZ FRANCISCO R & MARIA T
905 SUNDANCE DR
EDINBURG, TX 78542-8309

PID: 314660 REYNA DAISEY GUADALUPE & MIGUEL ANGEL
901 SUNDANCE DR
EDIBBURG, TX 78542-8309

PID: 314661 CASTREJON EMILIANO & MARIA
807 SUNDANCE DR
EDINBURG, TX 78542-8390

PID: 314663 GARZA ROSENDO & NIDIA B
5209 WIND JAMMER DR
EDINBURG, TX 78542-2358

PID: 314664 GUTIERREZ ARCADRIO & MARGARITA
5301 WIND JAMMER DR
EDINBURG, TX 78542-2091

PID: 314665 SAAVEDRA ALONDRA
5307 WIND JAMMER DR
EDINBURG, TX 78542

PID: 314713 BERRONES JOSE JR
14631 RIO GRANDE DR
EDINBURG, TX 78542

PID: 314714 ARROYO FEDERICO & MARIA
902 SUNDANCE DR
EDINBURG, TX 78542-8309

PID: 314715 NIAVES LILIA
904 SUNDANCE
EDINBURG, TX 78542-8309

PID: 314716 GONZALEZ CRISTOBAL & HERMALINDA
910 SUNDANCE DR
EDINBURG, TX 78542-8309

PID: 314717 HERNANDEZ MARY E A/K/A MARY ELLEN DIAZ

914 SUNDANCE DR
EDINBURG, TX 78542-8309

PID: 314718 ARANDA CARLOS & MARIA

920 SUNDANCE DR

EDINBURG, TX 78542-8309

PID: 314719 HERNANDEZ TERESO & MARIA

1004 SUNDANCE DR

EDINBURG, TX 78542-8960

PID: 314720 LOPEZ ANDRES

1008 SUNDANCE DR

EDINBURG, TX 78542-8960

PID: 314721 MADRIGAL ELIZABETH

1016 SUNDANCE DR

EDINBURG, TX 78542-8960

PID: 314722 SEPULVEDA JAVIER & MARIA E

1020 SUNDANCE DR

EDINBURG, TX 78542-8960

PID: 314723 LOZANO GILBERTO & MARIA DL

1100 SUNDANCE DR

EDINBURG, TX 78542-8310

PID: 314724 ALVARADO AURELIO & SENAIDA P

1108 SUNDANCE DR

EDINBURG, TX 78542-8310

PID: 314725 LEAL KAREN BELINDA

305 S 12TH ST

PENITAS, TX 78576-2102

PID: 314726 PEREZ DOMINGO & MARIA

1114 SUNDANCE DR

EDINBURG, TX 78542-8310

PID: 314727 DE DAVILA DOMINGA C

1118 SUNDANCE DR

EDINBURG, TX 78542-8310

PID: 314728 GARCIA YOLANDA R

1122 SUNDANCE DR

EDINBURG, TX 78542-8310

PID: 627901 KHANA SANJAY & ANJALI JUAN H & SILVIA MARQUEZ

3 SAINT GEORGE CT
SUGAR LAND, TX 77479

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, A 6.00 ACRE TRACT OF LAND OUT OF LOT 64, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 5313 ROLANDO DRIVE, 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 to 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 6.00 Acre tract of Land out of Lot 64, Kelly-Pharr Subdivision, Hidalgo County, Texas, as per map recorded in Volume 3, Pages 133-134, Deed Records of Hidalgo County, Texas, located at 5313 Rolando Drive, 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 September 26, 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 October 15, 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 15th day of October 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
PUBLIC HEARINGS
Agenda Item No: 8.C.
Rezoning Request - Melden and Hunt Inc. on behalf of Bliss Family Descendants, LLC.

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, Urban & Townhome (RU) District, 7.348 Acres Out of Lot 20 Kelly-Pharr Subdivision Volume 3, Pages 133-134, H.C.D.R., City of Edinburg Hidalgo County, Texas, Located at 3216 South Business Highway 281, as Requested by Melden and Hunt Inc. on Behalf of Bliss Family Descendants, LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the northeast intersection of South Business Highway 281 and David Drive. The portion of the property that is being considered for a zone change has 970 feet of frontage along David Drive and a total lot area of 7.348 acres (gross). The requested zoning designation is the Residential, Urban & Townhome (RU) District, which is the highest intensity single-family residential district. The applicant is seeking a zone change to establish a townhome development at this location. The front portion of the property is currently zoned Commercial, General (CG) District and the portion in the rear is zoned Residential, Suburban (RS) District. The Commercial, General (CG) District is meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. The Residential, Suburban (RS) District, is the primary low-density single-family residential district.

Surrounding districts are Commercial, General (CG) District to the north and west, Commercial, General (CG) District and Residential, Suburban (RS) District to the south, and Residential, Manufactured Home (MH) District to the east. Adjacent land consists of a mix of commercial uses, vacant land, and manufactured home uses. The future land use designation for this property is for General Commercial and Auto-Urban Uses.

A rezoning request for this property was recommended for denial at the September 10, 2024, Planning and Zoning Commission meeting. The applicant has since resubmitted the rezoning request to leave the front portion of the property Commercial, General (CG) District. Staff mailed a notice of the public hearing to 41 neighboring property owners on Friday, September 13, 2024, and received no comments in favor and none against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 25, 2024.

On September 4, 2024, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

The Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends approval of the Rezoning Request from Commercial, General (CG) and Residential, Suburban (RS) District to Residential, Urban & Townhome (RU) District based on surrounding land use and the character of the area. At this time, South Business Highway 281 is predominantly commercial uses. 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

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 9/26/24
CITY COUNCIL – 10/15/24
DATE PREPARED – 9/16/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Urban & Townhome (RU) District

APPLICANT: Bliss Family Descendants, LLC.

AGENT: Melden and Hunt, Inc.

LEGAL: 7.348 acres out of Lot 20 Kelly-Pharr Subdivision Volume 3, Pages 133-134, H.C.D.R., City of Edinburg Hidalgo County, Texas

LOCATION: 3216 South Business Highway 281

LOT/TRACT SIZE: 7.348 Acres

CURRENT USE: Vacant land

PROPOSED USE: Townhome development

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

ADJACENT ZONING:
North – Commercial, General (CG) District
South – Commercial, General (CG) District and Residential, Suburban (RS) District
East – Residential, Manufactured Home (MH) District
West – Commercial, General (CG) District

LAND USE PLAN: General Commercial and Auto-Urban Uses

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

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Commercial, General (CG) and Residential, Suburban (RS) District to Residential, Urban & Townhome (RU) District

REZONING REQUEST
MELDEN AND HUNT, INC.

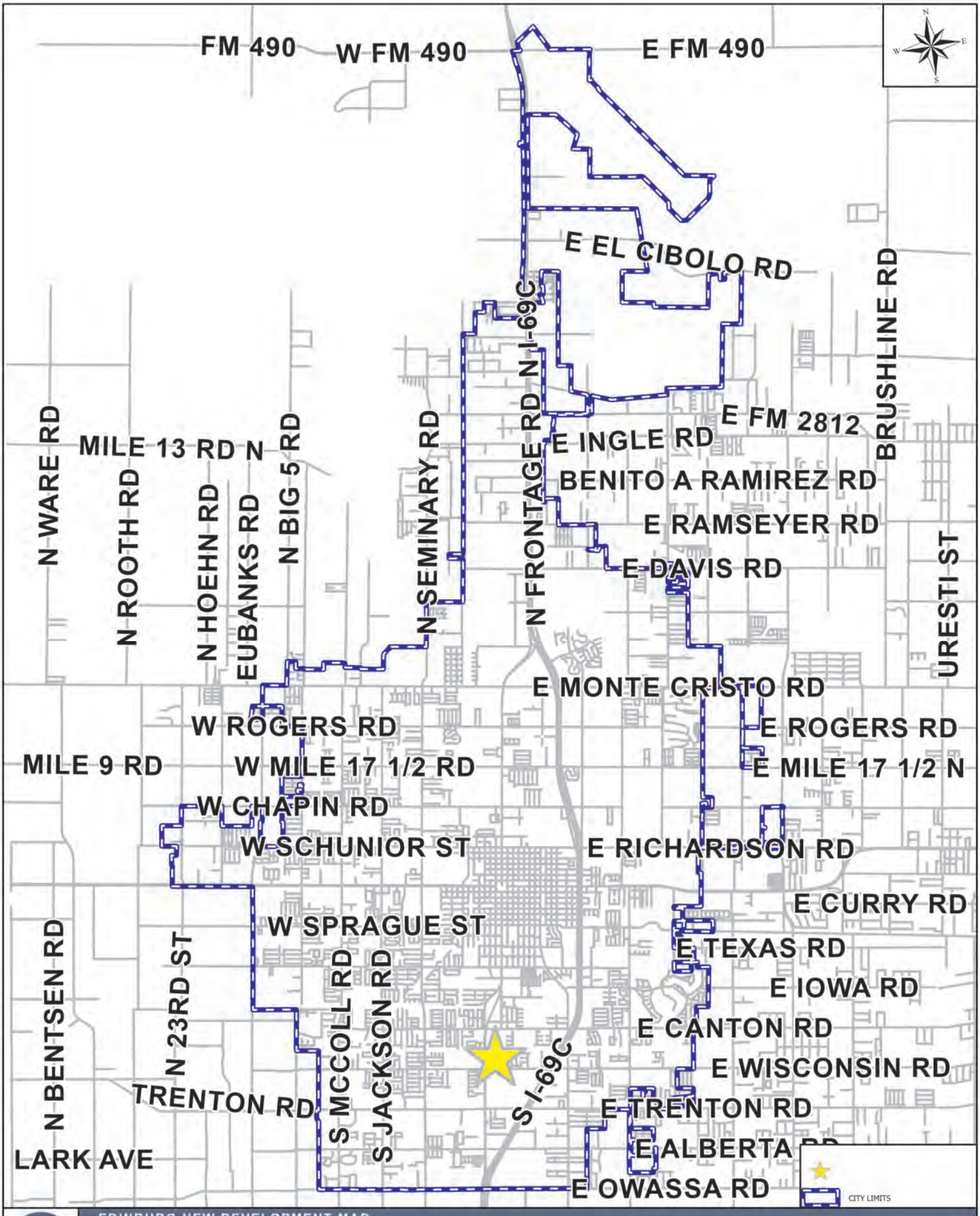
EVALUATION

The following is the staff's evaluation of the request:

1. South Business Highway 281 is predominantly commercial uses.
2. Adjacent land consists of a mix of commercial uses, vacant land, and manufactured home uses.
3. The proposed zoning is not consistent with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Commercial, General (CG) and Residential, Suburban (RS) District to Residential, Urban & Townhome (RU) District based on surrounding land use and the character of the area. At this time, South Business Highway 281 is predominantly commercial uses. 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.

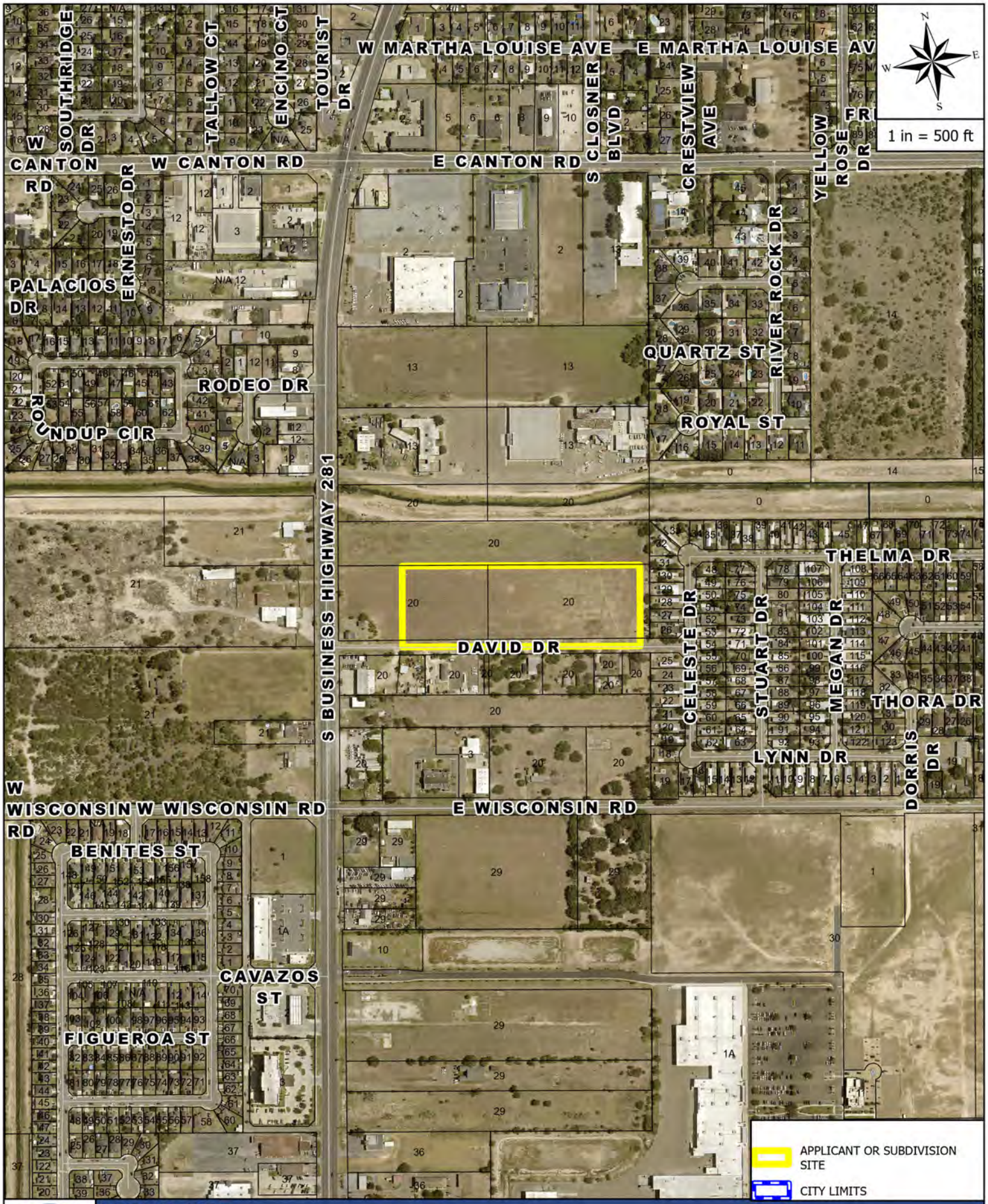
A rezoning request for this property was recommended for denial at the September 10, 2024 Planning and Zoning Commission meeting. The applicant has since resubmitted the rezoning request to leave the front portion of the property Commercial, General (CG) District. Staff mailed a notice of the public hearing to 41 neighboring property owners on Friday, September 13, 2024, and received no comments in favor and none against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 25, 2024.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

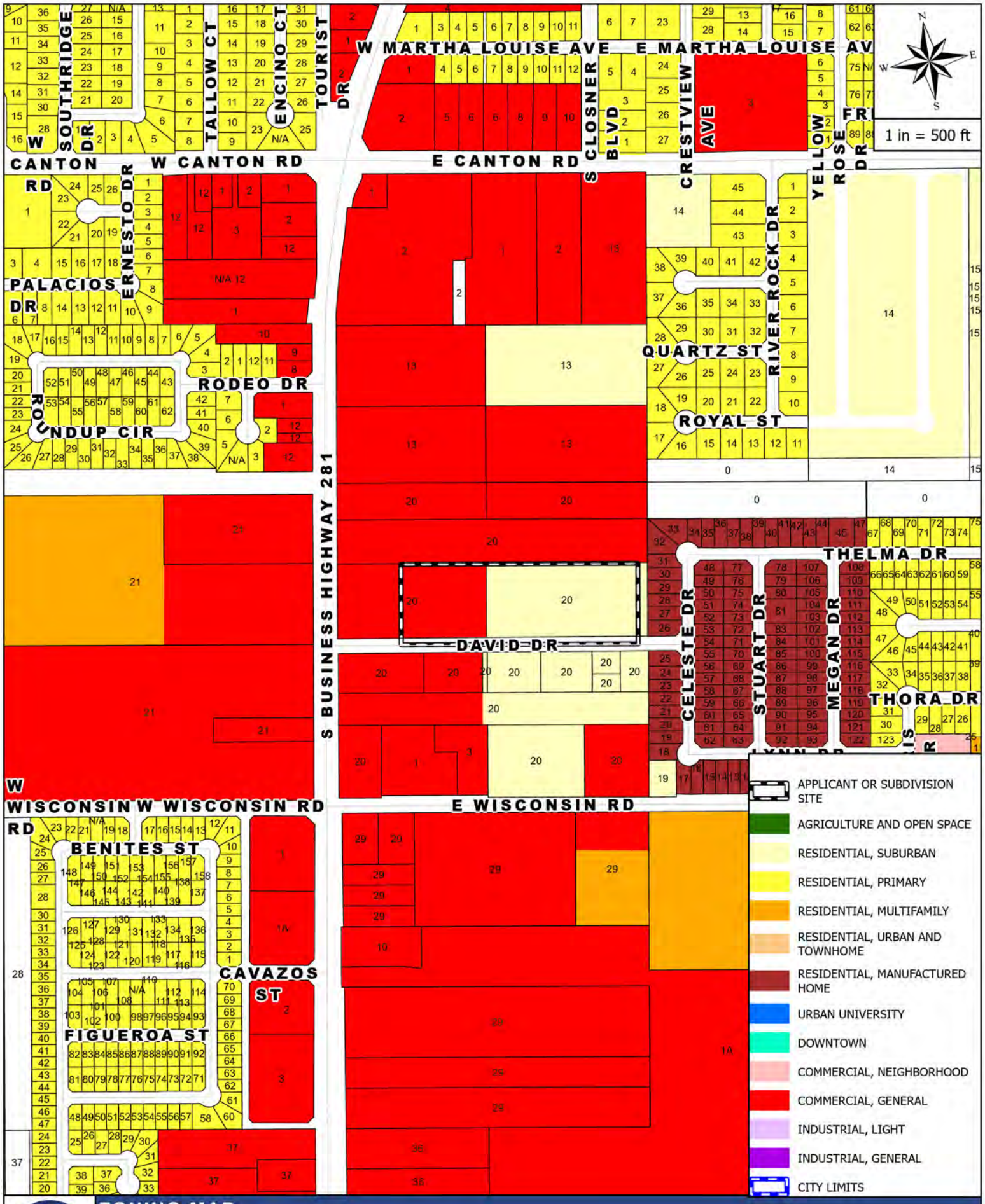
RZNE-2024-0233 ENCLAVE ON CLOSNER SUBDIVISION_MELDEN AND HUNT - RESIDENTIAL



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

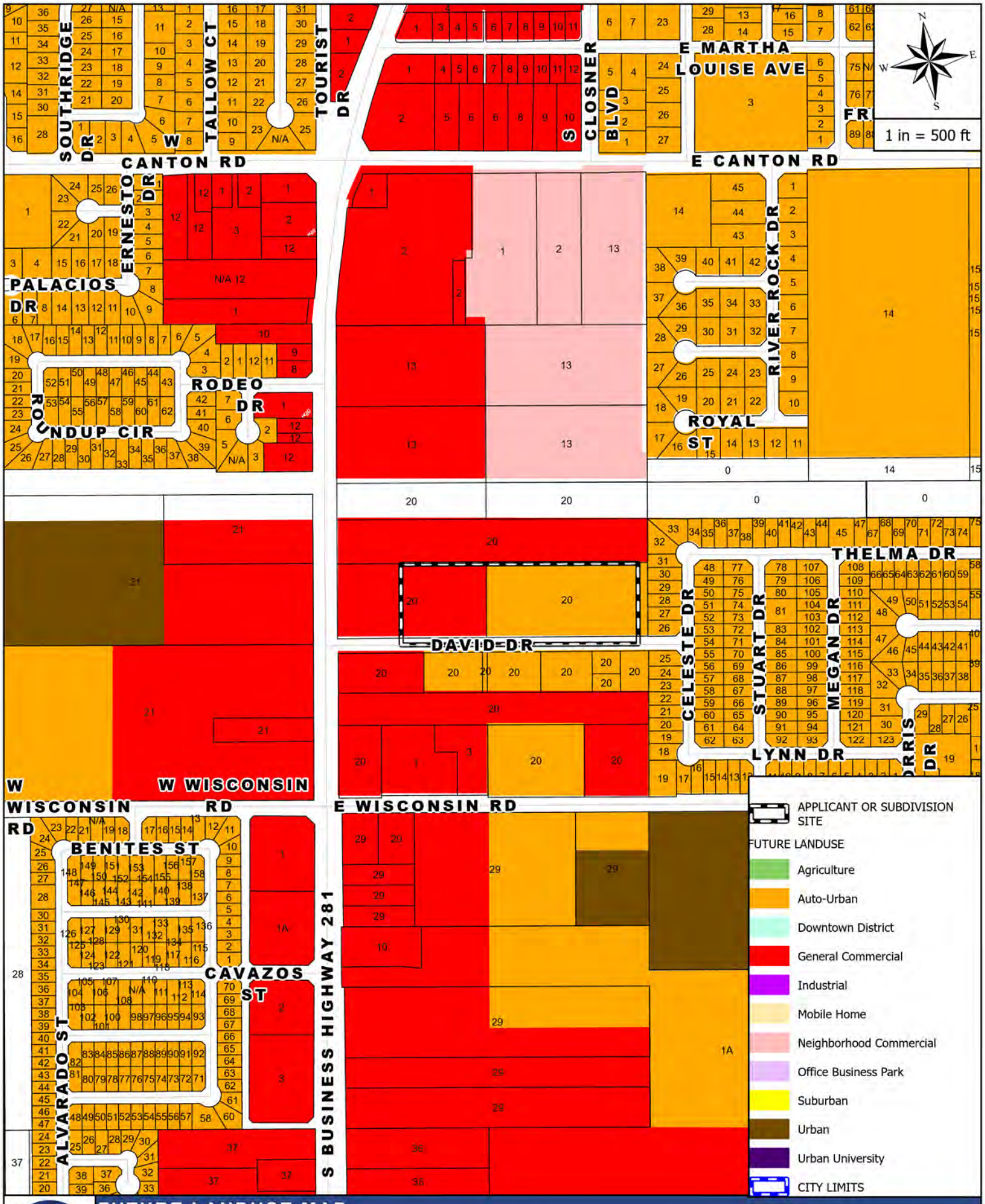
RZNE-2024-0233 ENCLAVE ON CLOSNER SUBDIVISION_MELDEN AND HUNT - RESIDENTIAL



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

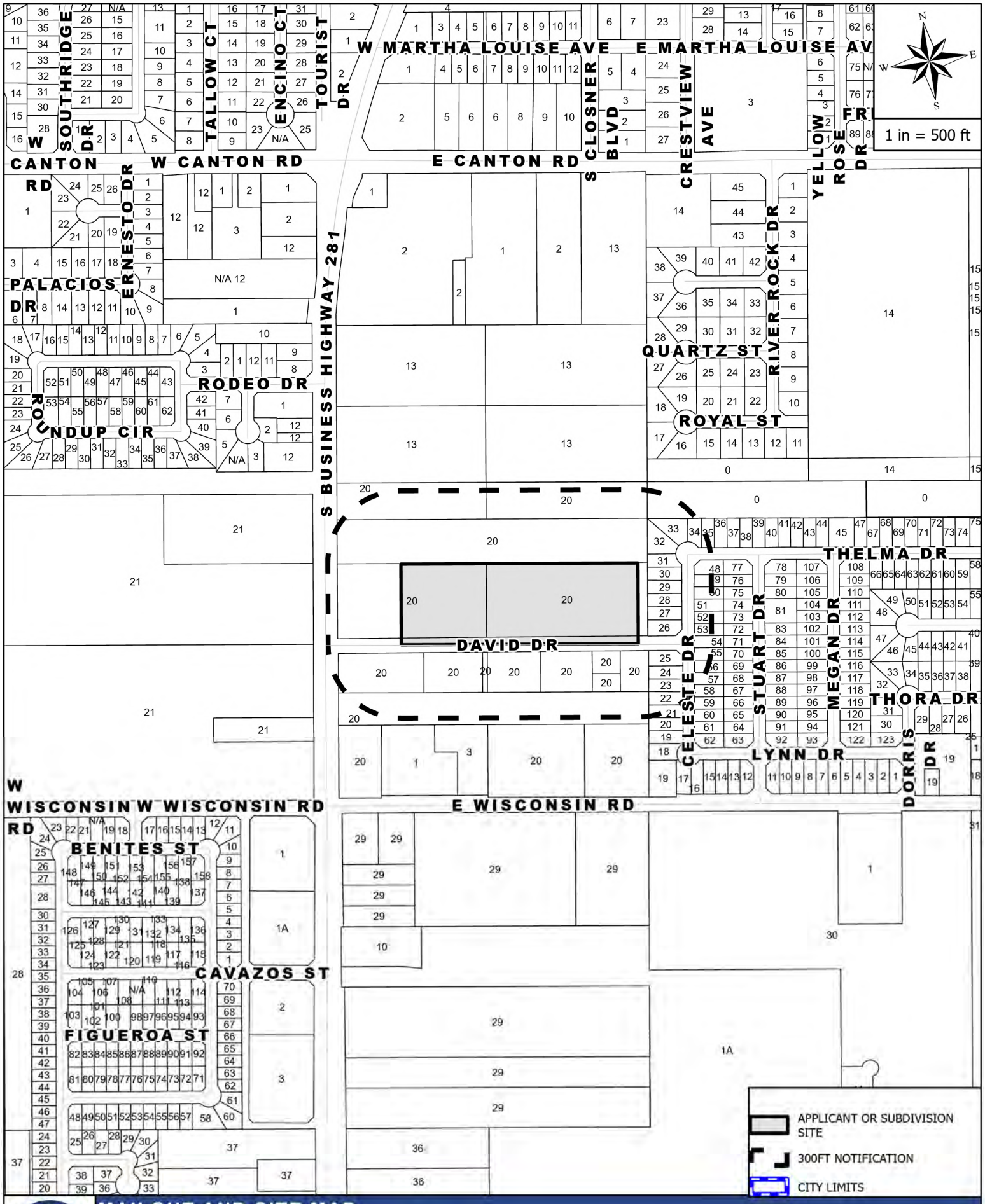
RZNE-2024-0233 ENCLAVE ON CLOSNER SUBDIVISION_MELDEN AND HUNT - RESIDENTIAL



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0233 ENCLAVE ON CLOSNER SUBDIVISION_MELDEN AND HUNT - RESIDENTIAL



MAILOUT AND SITE MAP

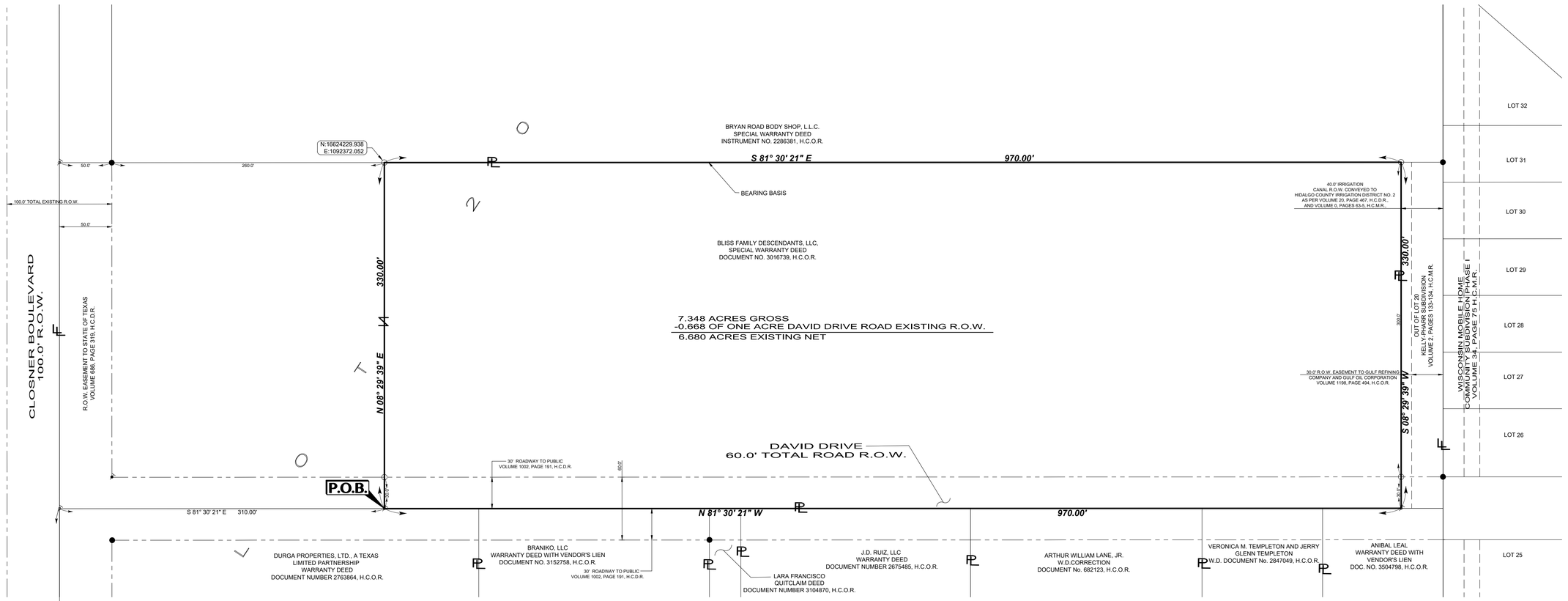
APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0233 ENCLAVE ON CLOSNER SUBDIVISION_MELDEN AND HUNT - RESIDENTIAL

Rezoning Request Site Photo

Melden and Hunt, Inc.

3216 South Business Highway 281



PLAT SHOWING
7.348 ACRES OUT OF LOT 20
KELLY-PHARR SUBDIVISION
VOLUME 3, PAGES 133-134, H.C.D.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

LEGEND

- FOUND No.4 REBAR
- FOUND PK NAIL
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
- SET NAIL

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
S.W. COR. - SOUTHWEST CORNER
W.D. - WARRANTY DEED
LL - LOT LINE
PL - PROPERTY LINE
SO - SAME OWNER

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE NAIL SET 310.00 FEET WEST OF THE NORTHWEST CORNER OF SUBJECT TRACT AND BEING ON THE WEST LINE OF SAID LOT 20 WITH A NO. 4 REBAR FOUND ON THE EAST LINE OF SAID LOT 20 AND BEING THE WEST LINE OF WISCONSIN MOBILE HOME COMMUNITY SUBDIVISION PHASE I AS RECORDED IN VOLUME 34, PAGE 75, H.C.M.R.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. ELEVATION DATUM PER NAVD 88 (GEOID 2012B)
5. 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.
6. BLANKET EASEMENT IN FAVOR OF CENTRAL POWER AND LIGHT COMPANY AS RECORDED IN VOLUME 633, PAGE 366, H.C.D.R. NO WIDTH SPECIFIED. NOT PLOTTABLE.
7. EASEMENT IN FAVOR OF GULF OIL CORPORATION AS RECORDED IN VOLUME 1198, PAGE 506, H.C.D.R., TO CONSTRUCT, LAY, AND MAINTAIN A 2 $\frac{1}{2}$ INCH AND 4 INCH GAS LINE UPON THE PUBLIC ROAD (WITHIN THE ROAD KNOWN AS DAVID DRIVE). NO EXACT LOCATION OR WIDTH OF EASEMENT SPECIFIED.
8. RIGHT-OF-WAY EASEMENT TO STATE OF TEXAS AS RECORDED IN VOLUME 686, PAGE 319, H.C.D.R. PLOTTED AND SHOWN HEREON WITHIN THE EXISTING RIGHT-OF-WAY OF U.S. BUSINESS HIGHWAY 281 (CLOSNER BOULEVARD)
9. 30.0' RIGHT-OF-WAY EASEMENT IN FAVOR OF GULF REFINING COMPANY AND GULF OIL CORPORATION AS RECORDED IN VOLUME 1198, PAGE 494, H.C.O.R. PLOTTED AND SHOWN HEREON.
10. HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 WAS CONTACTED AND THEY WERE CONVEYED THE EAST 40.0 FEET OF SAID LOT 20 AS CANAL RIGHT-OF-WAY IN FEE AS PER VOLUME 20, PAGE 467, H.C.D.R., AND VOLUME 0, PAGES 63-5, H.C.M.R. THEY ALSO CLAIM AN 18 INCH IRRIGATION PIPELINE CLOSE TO THE EAST LINE OF SAID LOT 20 AS PER VOLUME 16, PAGE 5, H.C.M.R. THE EXACT LOCATION OF SAID 18 INCH IRRIGATION PIPELINE IS IN QUESTION AND HAS NOT BEEN CONFIRMED.
11. CLOSNER BOULEVARD IS LABELED AS AN EXPANSION HIGH SPEED PRINCIPAL ARTERIAL OF 150 FEET WIDE AS PER THE RGV MPO THOROUGHFARE'S MAP. SURVEYOR FOUND THE EXISTING TOTAL RIGHT-OF-WAY OF CLOSNER BOULEVARD TO BE 100 FEET WIDE. RGV MPO THOROUGHFARE'S MAP DOES NOT HAVE ANY LABELS ON DAVID DRIVE.
12. THERE ARE NOT ANY BUILDING SETBACKS SHOWN ON THE RECORDED MAP OF SAID KELLY-PHARR SUBDIVISION. FOR FUTURE CONSTRUCTION UPON SUBJECT TRACT, PLEASE CONTACT CITY OF EDINBURG'S PLANNING DEPARTMENT.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 5/7/2024 UNDER MY DIRECTION AND SUPERVISION.

PRELIMINARY

ROBERTO N. TAMEZ, RPLS No. 6238 DATE:

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: 480338 0030 E
MAP REVISED: JUNE 6, 2000

JOB No. 24106			
DRAWING DATE: 5/22/2024	UPDATED BOUNDARY/ACREAGE	09/12/2024	J.L.G.
DRAWN BY: J.C./I.H.	REVISION	DATE	BY
File Name: 24503.17_COZ			
T-, PG.			

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MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPELS No.10096900

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE #

Date: **August 12, 2024**

1. Property Owner (required): **Bliss Family Descendants LLC** 2. Phone: **(956) 358-1212**
3. Mailing Address: **301 Main Plaza No.354**
4. City: **New Braunfels** State: **Texas** Zip: **78130**
5. Owner's Email: **mlopez@urbancitytx.xom** 6. Cell No. **(956) 358-1212**
7. Agent (not owner): **Melden and Hunt Inc.** 8. Agent's Phone: **(956) 381-0981**
9. Agent's Mailing Address: **115 W. McIntyre Street**
10. City: **Edinburg** State: **TX** Zip: **78541**
11. Agent's Email: **mario@meldenandhunt.com/valeria@meldenandhunt.com**
12. Address/Location being Rezoned:
13. Legal Description of Property: **9.697 Acres out of Lot 20, Kelley-Pharr Subdivision, Volume 3,Pages 133-134 H.C.D.R** 14. Property ID(s): **201757 & 201769**

RECEIVED
AUG 12 2024
By

15. Zone Change: From: CN / RS To: RU
16. Existing Land Use: **Vacant**
17. Reason for Zone Change: **For development purposes** (Town Homes)

Mario A. Reyna
(Please Print Name)

Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

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

PID: 594213 AGUIRRE ESTHER
3104 CELESTE DR
EDINBURG, TX 78539-7043

PID: 594220 BARKER WILLIAM WESLEY
3206 CELESTE DR
EDINBURG, TX 78539-7037

PID: 201769 BLISS FAMILY DESCENDANTS LLC ATTN: SHARON LYNN MOORE O'TOOLE
301 MAIN PLAZA NO. 354
NEW BRAUNFELS, TX 78130-5136

PID: 201758 BRYAN ROAD BODY SHOP LLC
PO BOX 4404
MCALLEN, TX 78502-4404

PID: 594214 DE LA CERDA DIANA
3108 CELESTE DR.
EDINBURG, TX 78539-5704

PID: 594188 DELGADO THELMA
7505 BAR T DR
CORP CHRISTI, TX 78414-5770

PID: 594215 FLORES ESTELA
RR 3 BOX 1212
PHARR, TX 78577

PID: 594186 GARCIA RENE JR
3215 CELESTE DR
EDINBURG, TX 78539-7028

PID: 201774 GRANADOS DINA G ROSALINDA & DAVID B GONZALEZ JR
414 E DAVID DR
EDINBURG, TX 78539-8329

PID: 594187 GUERRERO HUGO A & LILEANA A
3806 ORA ST
EDINBURG, TX 78539-3544

PID: 594189 ALDERETE GUILLERMO
3203 CELESTE DR
EDINBURG, TX 78539-7028

PID: 201757 BLISS FAMILY DESCENDANTS LLC ATTN: SHARON LYNN MOORE O'TOOLE
301 MAIN PLAZA NO. 354
NEW BRAUNFELS, TX 78130-5136

PID: 201760 BRANIKO LLC
PO BOX 2730
EDINBURG, TX 78540-2730

PID: 594198 CHAPA LIONEL & LEONOR
3317 GABBIE LN
EDINBURG, TX 78542-3293

PID: 594217 DE LA TORRE JOSUE
3120 CELESTE DR
EDINBURG, TX 78539

PID: 201772 DURGA PROPERTIES LTD
436 YUCCA AVE
MCALLEN, TX 78504-2848

PID: 594222 GARCIA BLAS M & AMALIA H
3214 CELESTE DR
EDINBURG, TX 78539-7037

PID: 594196 GONZALEZ LORENZO L & BIANCA C
3005 CELESTE DR
EDINBURG, TX 78539-7027

PID: 594219 GUERRERO CARLOS I & ANA L ALMAGUER
3202 CELESTE DR
EDINBURG, TX 78539-7037

PID: 201775 HIDALGO CO DRAIN DIST #1
902 N DOOLITTLE RD
EDINBURG, TX 78542-7470

PID: 201776 HIDALGO CO DRAIN DIST #1
902 N DOOLITTLE RD
EDINBURG, TX 78542-7470

PID: 201777 JD RUIZ LLC
301 E ANAYA RD
PHARR, TX 78577-9301

PID: 201761 LARA FRANCISCO
759 CHRISTINA ST
DONNA, TX 78537-4405

PID: 594197 LONG MARIA HERMINIA
503 THELMA DR
EDINBURG, TX 78539-8222

PID: 594195 LOZANO FEDERICO G & MARIA DE JESUS A ALMARAZ A/K/A ARAUJO
3011 CELESTE DR
EDINBURG, TX 78539-7027

PID: 594192 MENDOZA JAIME
3105 CELESTE DR
EDINBURG, TX 78539-7043

PID: 594194 RAMIREZ ORALIA C
3017 CELESTE DR
EDINBURG, TX 78539-7027

PID: 594221 REYES RICARDO ET AL
3210 CELESTE DR
EDINBURG, TX 78539-7037

PID: 201759 SHALOM MEDIA USA
211 E WISCONSIN RD
EDINBURG, TX 78539-7038

PID: 594216 VARGAS HECTOR & HECTOR R JR
2121 W JEFFERSON AVE
MCALLEN, TX 78504-6260

PID: 594330 HIDALGO CO DRAINAGE DIST #1
10124 GLASSCOCK RD
MISSION, TX 78573-5910

PID: 201766 LANE ARTHUR WILLIAM JR
304 E DAVID DR
EDINBURG, TX 78539-8330

PID: 201765 LEAL ANIBAL
1820 RED RIVER AVE
EDINBURG, TX 78539-0277

PID: 594190 LOSOYO JAVIER
3113 CELESTE DR
EDINBURG, TX 78539-7043

PID: 594199 MALDONADO JUAN M & REYNA MARICELA RODRIGUEZ APARICIO
3105 MEGAN DR
EDINBURG, TX 78539-8063

PID: 594218 NINO MARIA
3124 CELESTE DR
EDINBURG, TX 78539-7043

PID: 594212 RENDON AUGUSTIN
1600 VALPARAISO ST
EDINBURG, TX 78539-7621

PID: 594191 RUIZ JOSE MONDRAGON & JOSE EDER MONDRAGON
3109 CELESTE DR
78539-7043

PID: 201767 TEMPLETON JERRY G & VERONICA M
412 E DAVID DR
EDINBURG, TX 78539-8329

PID: 594185 VEGA JORGE LUIS
3219 CELESTE DR
EDINBURG, TX 78539-7028

PID: 594193 ZUMAYA MIRIAM FABIOLA

3101 CELESTE DR

EDINBURG, TX 78539-7043

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF COMMERCIAL, GENERAL (CG) DISTRICT AND RESIDENTIAL, SUBURBAN (RS) TO RESIDENTIAL, URBAN & TOWHNOME (RU) DISTRICT, 7.348 ACRES OUT OF LOT 20 KELLY-PHARR SUBDIVISION VOLUME 3, PAGES 133-134, H.C.D.R., CITY OF EDINBURG HIDALGO COUNTY, TEXAS, LOCATED AT 3216 SOUTH BUSINESS HIGHWAY 281, 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 Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Urban & Townhome (RU) 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 7.348 Acres out of Lot 20 Kelly-Pharr Subdivision Volume 3, Pages 133-134, H.C.D.R., City of Edinburg Hidalgo County, Texas, located at 3216 South Business Highway 281, Edinburg, Hidalgo County, Texas, from Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Urban & Townhome (RU) 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 September 26, 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 October 15, 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, Urban & Townhome (RU) 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, Urban & Townhome (RU) 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 15th day of October 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
PUBLIC HEARINGS
Agenda Item No: 8.D.
Rezoning Request- Juan Garcia on behalf of WW Escondido, LP.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban and Townhome (RU) District, A Tract of Land Being a 69.06 Acre Tract of Land, Out of Lots 9 and 16, Section 250, Texas-Mexican Railway Company's Subdivision, Hidalgo County, Texas, as Per Map or Plat Thereof Recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas, Located at 1101 North Alamo Road, as Requested by Juan Garcia on Behalf of WW Escondido, LP. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the southwest corner of East Mile 17 North Road and North Alamo Road. The property has a total frontage of 2,288.88 feet along North Alamo Road and a total lot area of 69.06 Acres (gross). The requested zoning designation is the Residential, Urban & Townhome (RU) District, which is the highest intensity single-family residential district. The lot is currently occupied by abandoned homes and agriculture uses. The applicant is seeking a zone change to establish a residential development at this location.

The property is currently zoned Agriculture and Open Space (AO) District. On August 20, 2024, the property was annexed into the city limits with the Agriculture and Open Space (AO) District designation. Adjacent land in all directions is outside of the city limits. Surrounding land consists of a mix of vacant land, residential uses, and commercial uses. The future land use designation for this property is for Agriculture uses.

Staff mailed a notice of the public hearing to 41 neighboring property owners on Friday, September 13, 2024, and received no comments in favor and one against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 25, 2024. However, the opposition was from outside the city limits.

On September 19, 2024, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

The Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) District, based on surrounding land uses and the character of 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

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 9/26/24
CITY COUNCIL – 10/15/24
DATE PREPARED – 9/17/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban and Townhome (RU) District

APPLICANT: Juan M. Garcia

AGENT: WW Escondido, LP

LEGAL: A tract of land being a 69.06 Acre tract of land, out of Lots 9 and 16, Section 250, Texas-Mexican Railway Company's Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas

LOCATION: 1101 North Alamo Road

LOT/TRACT SIZE: 69.06 Acres (gross)

CURRENT USE: Abandoned homes and agriculture uses

PROPOSED USE: Residential development

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING: North – Outside city limits
South – Outside city limits
East – Outside city limits
West – Outside city limits

LAND USE PLAN: Agriculture and Open Space (AO) District

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

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) District

REZONING REQUEST
JUAN M. GARCIA

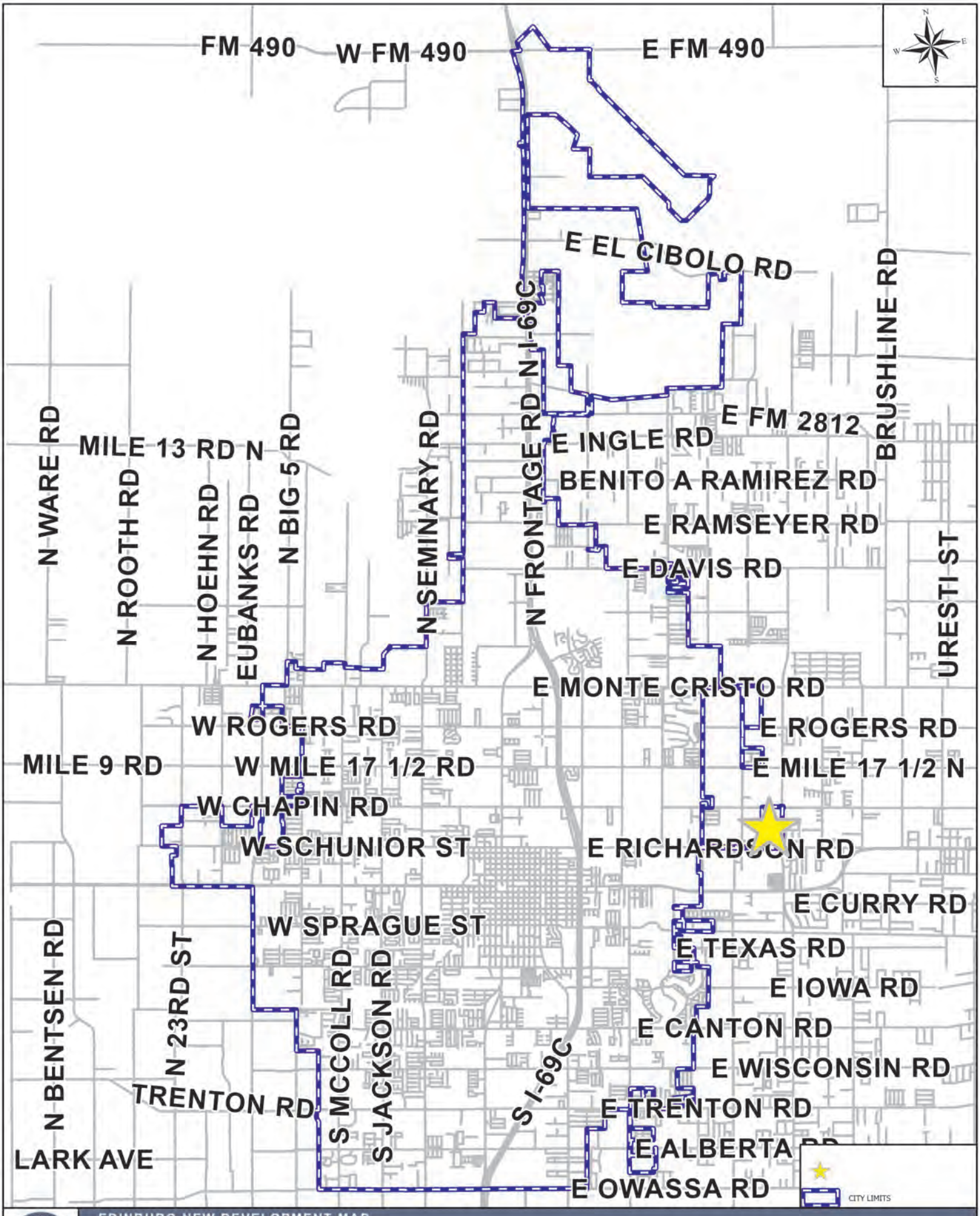
EVALUATION

The following is the staff's evaluation of the request:

1. On August 20, 2024, the property was annexed into the city limits with the Agriculture and Open Space (AO) District designation.
2. Adjacent land in all directions is outside of the city limits.
3. Surrounding land consists of a mix of vacant land, residential uses, and commercial uses
4. The proposed zoning is inconsistent with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) District, based on surrounding land uses and the character of 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.

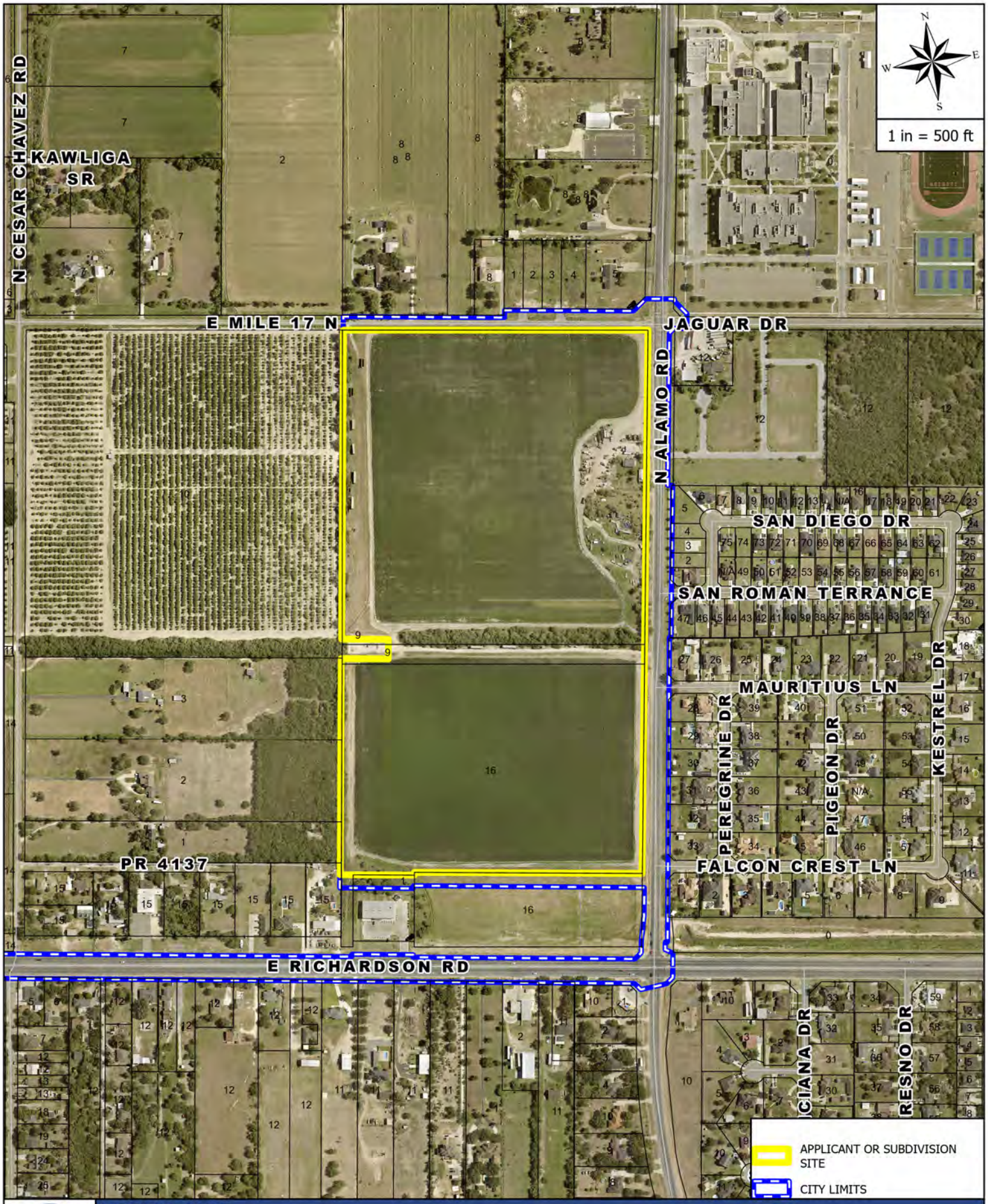
Staff mailed a notice of the public hearing to 41 neighboring property owners on Friday, September 13, 2024, and received no comments in favor and one against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 25, 2024.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

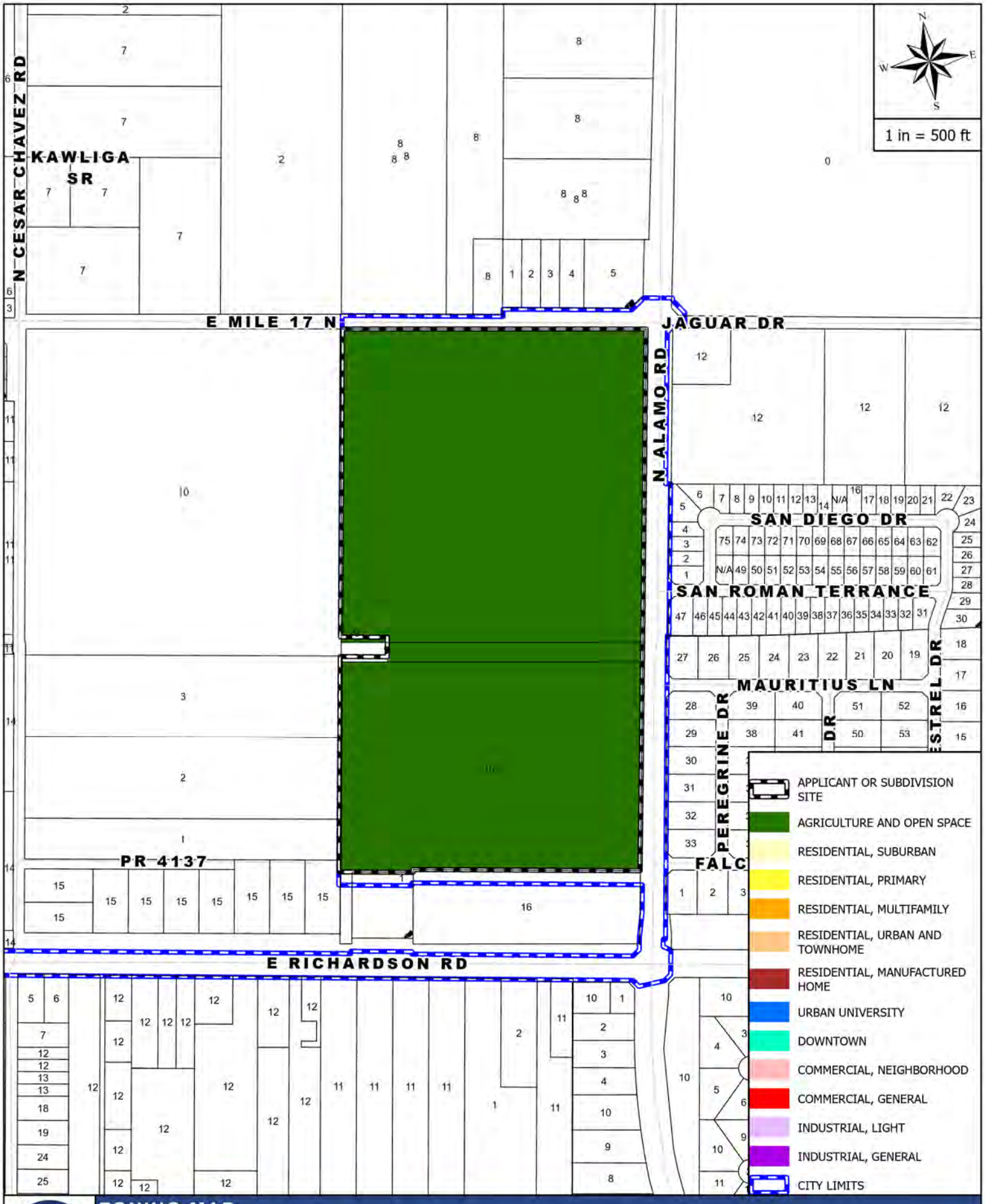
RZNE-2024-0234 PALMA RANCH - WW ESCONDIDO, LP



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

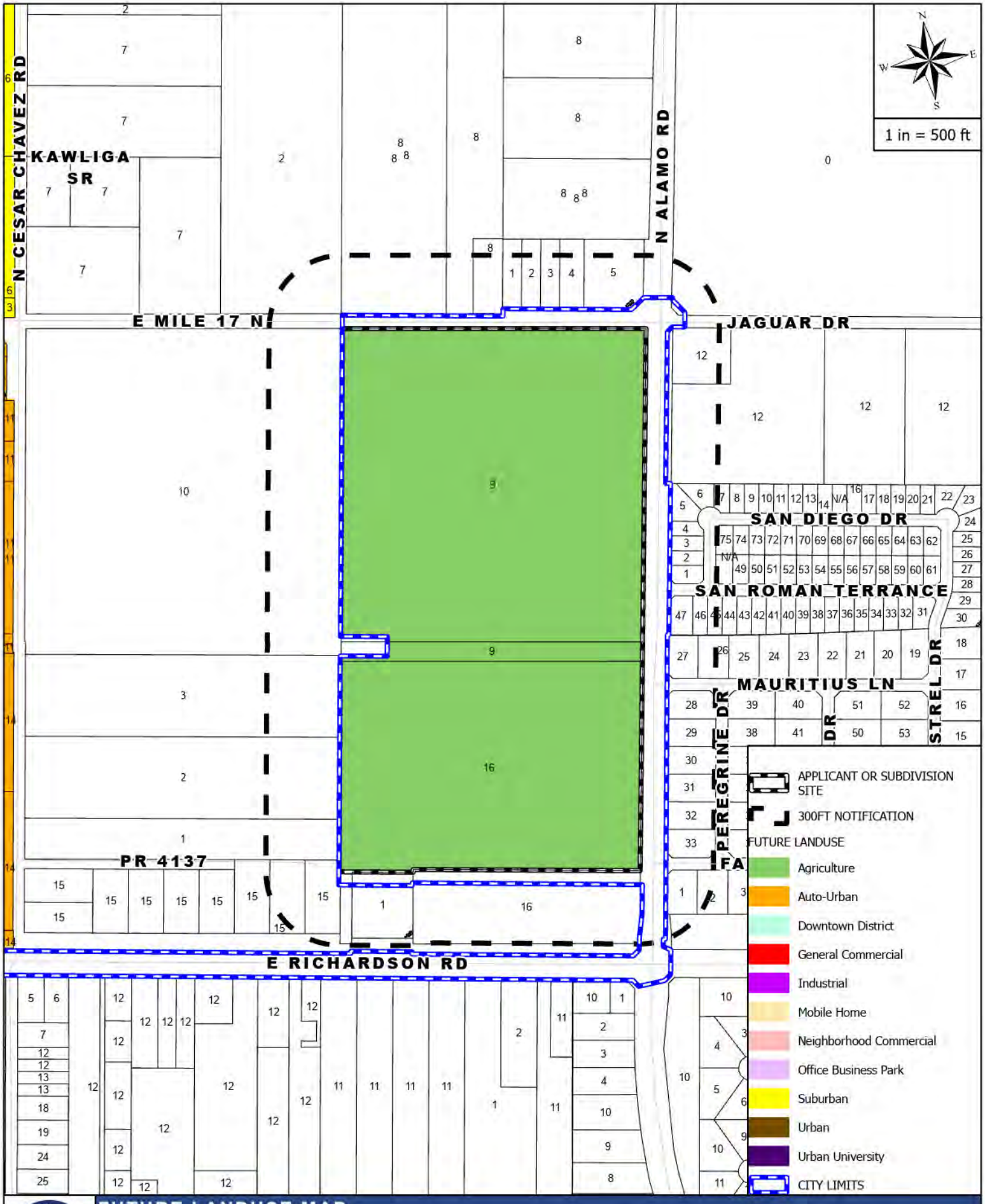
RZNE-2024-0234 PALMA RANCH - WW ESCONDIDO, LP -



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

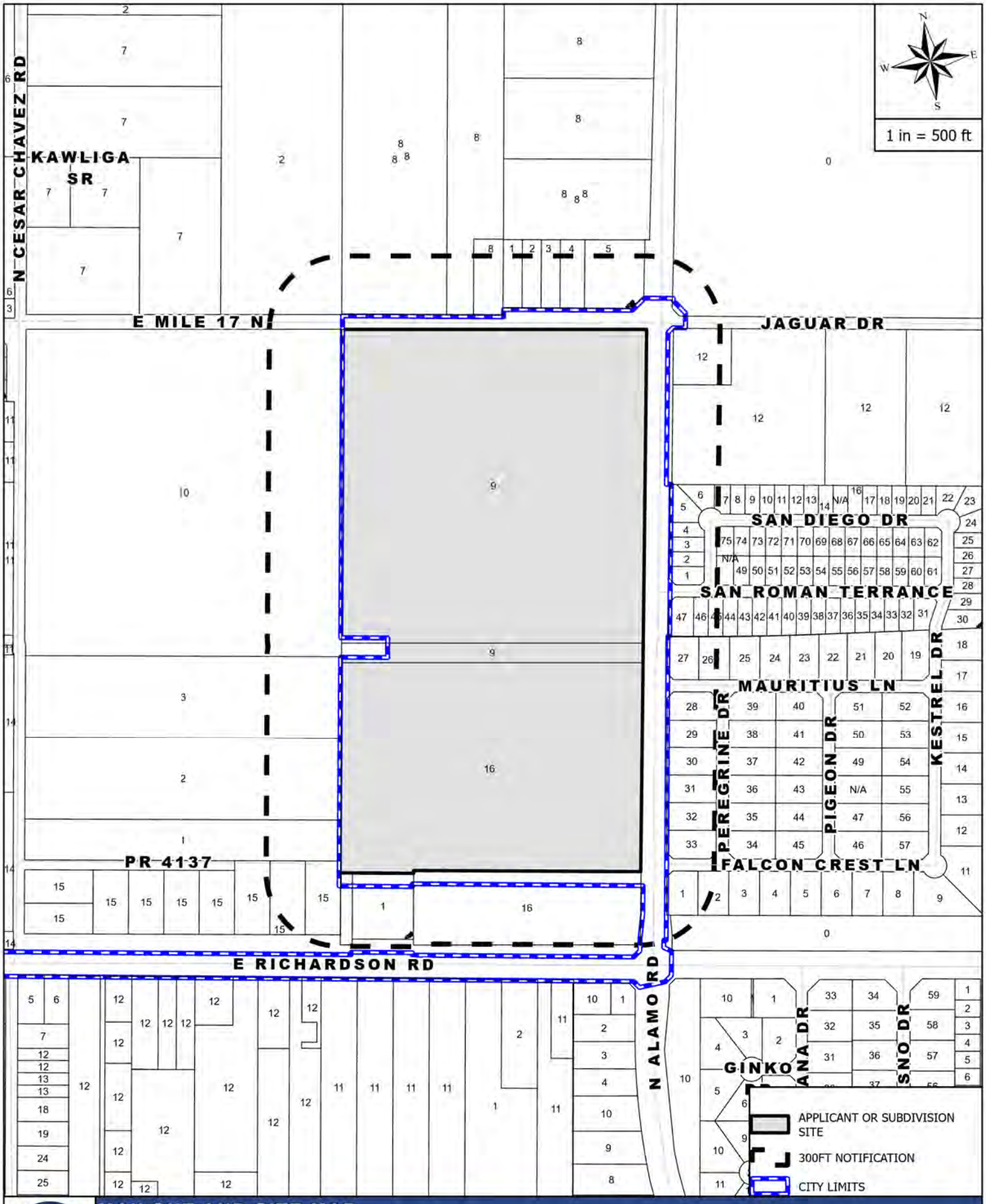
RZNE-2024-0234 PALMA RANCH - WW ESCONDIDO, LP -



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0234 PALMA RANCH - WW ESCONDIDO, LP -



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0234 PALMA RANCH - WW ESCONDIDO, LP -

SURVEY
of a **69.06 acre** tract of land
out of tract of land conveyed to Alamo Sisters, LLC
Hidalgo County, Texas

Lot 7, Section 250
Texas Mexican Railway Company's Survey
Vol. 01, Pg. 16, M.R.H.C.T.

Point of Beginning
Found Cotton
Spindle

Lot 8
Section 250
Texas Mexican Railway Company's Survey
Vol. 01, Pg. 16
M.R.H.C.T.

Edinburg Consolidated Independent
School District Subdivision No. 10
Vol. 50, Pg. 162
M.R.H.C.T.

S 81°05'52" E – 1,320.00'
Chapin Road – Mile 17 North Road
(40.0' R.O.W.)

Found
Mag Nail

AT&T
Ped

N 08°53'23" E – 1,280.09'

114' Easement and Right of Way
Tennessee Gas Pipeline Company, LLC
Doc. No. 2559762
O.R.H.C.T.

69.06 acres
of land
out of tract of land conveyed
to Alamo Sisters, LLC
Doc. No. 3334941
O.R.H.C.T.

Mark J. Fryer and DeEtta C. Fryer
Doc. No. 3326730
O.R.H.C.T.

Lot 9
Section 250
Texas Mexican Railway Company's Survey
Vol. 01, Pg. 16
M.R.H.C.T.

Existing west Easement Right of Way
Vol. 1156, Pg. 153
O.R.H.C.T.

Overhead Electric Line

Road Easement
to Tennessee Gas Pipeline Company, LLC
Doc. No. 2559762,
and Doc. No. 1495114
O.R.H.C.T.

L6

Found ½"
Iron Rod

Found ½"
Iron Rod

L5

Found ½"
Iron Rod

Found
Fence corner

Irrigation
Pipe

Found ½"
Iron Rod

L4

L3

Tennessee Gas Pipeline Company
Doc. No. 1222813
O.R.H.C.T.

AT&T
Ped

S 08°53'00" W – 2,288.88'

Launcher/Receiver Site
Retained fee of Rairoad ROW
to Tennessee Gas Pipeline Company, LLC
Doc. No. 2559762,
and Doc. No. 1495114
O.R.H.C.T.

Lot 3
H.R.E. Valley Ranch
Vol. 26, Pg. 152A
M.R.H.C.T.

50' Right of Way Easement
Tennessee Gas Pipeline Company, LLC
Vol. 689, Pg. 467
O.R.H.C.T.

Lot 16
Section 250
Texas Mexican Railway Company's Survey
Vol. 01, Pg. 16
M.R.H.C.T.

AT&T
Ped

15.0' Drainage Easement
Hidalgo County Drainage District No. 1
Doc. No. 2703450
O.R.H.C.T.

Existing west Easement Right of Way
Vol. 1178, Pg. 204
O.R.H.C.T.

Alamo Road – FM 907
(Variable width R.O.W.)

N 08°54'53" E – 937.45'

Lot 2
H.R.E. Valley Ranch
Vol. 26, Pg. 152A
M.R.H.C.T.

Basis of Bearings:
A ½" Iron Rod found at an exterior corner of a tract of land conveyed to Alamo Sisters, LLC, described in Doc. No. 3334941, Official Records, Hidalgo County, Texas, and a cotton spindle found at the northwest corner of said Alamo Sisters tract.
Called to be: N 08°53'32" E, 1279.82',
Found by GPS observation to be: N 08°53'23" E, 1280.09'

Lot 1
H.R.E. Valley Ranch
Vol. 26, Pg. 152A
M.R.H.C.T.

Set ½"
Iron Rod bears
S 80°58'28" E
2.60'

Jose A. Tijerina
and wife,
Maria Dolores Tijerina
Doc. No. 2753178
O.R.H.C.T.

Leticia Ann Alamia O'Neill;
Graciela Yvonne Alamia Minyard;
and Alicia Adelina Hurd
Doc.No. 2774639
O.R.H.C.T.

L2

L1

Found ½"
Iron Rod

Found ½"
Iron Rod

Found ½"
Iron Rod

N 80°58'24" W – 1,020.85'

Amended Minor Plat
of RSBR DG Subdivision
Doc.No. 2767900
O.R.H.C.T.

Proposed 8 acre tract of land
out of Lot 16
Section 250
Texas Mexican Railway Company's Survey
Vol. 01, Pg. 16
M.R.H.C.T.

Set ½"
Iron Rod

Note:
Not all utilities or utility easements shown hereon.

Line Table		
Line #	Direction	Length
L1	S 08°52'20" W	11.45'
L2	N 80°58'28" W	300.00'
L3	S 81°06'16" E	192.18'
L4	N 08°53'12" E	40.05'
L5	N 08°47'50" E	39.88'
L6	N 81°06'16" W	191.94'

STATE OF TEXAS
REGISTERED
JULIAN JAVIER RUIZ
5304
PROFESSIONAL
LAND SURVEYOR

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, hereby state that this survey is true and correct and was prepared from an actual surey on the property made under my supervision, on the ground, that the corner monuments shown were properly placed or located.

Julian Javier Ruiz, R.P.L.S.—Texas

09–08–2022
Current Date

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 Inch = 200 Ft.

J J Ruiz Land Surveying
3292 El Indio Hwy
Eagle Pass, TX.
www.jjruizlandsurveying.com
Phone 956-568-4470
Fax 956-568-4471

TECH:	J.J.R.
Q.C.:	J.J.R.
JOB No.:	22039
DATE:	09–01–22
F.B.:	000
PG.:	000
SHEET:	1 OF 2

1" = 60 feet

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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 #

Date: 8/27/24

1. Property Owner (required): ESCON Development 2. Phone: (956)416-5544
3. Mailing Address: 5319 S. McColl Rd.
4. City: Edinburg State: Texas Zip: 78539
5. Owner's Email: PCArthur@Westwindhomes.com 6. Cell No. _____
7. Agent (not owner): Juan M. Garcia 8. Agent's Phone: (956)595-0545
9. Agent's Mailing Address: 5319 S. McColl Rd
10. City: Edinburg State: Texas Zip: 78539
11. Agent's Email: JGarcia@ESCONDevelopment.com
12. Address/Location being Rezoned: Please refer to survey.
13. Legal Description of Property: 14. Property ID(s): 296167, 296194

Please refer to survey.

15. Zone Change: From: Agriculture To: RU
16. Existing Land Use: Agriculture
17. Reason for Zone Change: Future Subdivision

Juan M. Garcia
(Please Print Name)

Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

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

Alejandra Gonzalez <alexgonzalez@cityofedinburg.com>

[UNKNOWN SENDER] Rezoning Request for Property at Corner of Alamo and Richardson Rds

2 messages

Oscar E Solis <oesolis44@gmail.com> Tue, Sep 17, 2024 at 12:59 PM
To: planning@cityofedinburg.com

To whom it may concern:

We are respectfully against the rezoning request of the property located at the corner of Alamo Road and Richardson Road for use as residential property.

The roads, and especially the intersection at that location, are already heavily congested in the mornings and late afternoons. The roads and the intersection cannot support a new densely populated subdivision, especially with Economedes High School located immediately down the road.

Additionally, the new subdivision would have a negative impact on existing residences and wildlife in the area. The area is currently calm and peaceful at night and a new subdivision would negatively impact that.

We are respectfully against the rezoning request.

Best regards and thank you for your attention,

the Solis family

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, September 26, 2024, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE REZONING REQUEST FROM AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, URBAN AND TOWNHOME (RU) DISTRICT, A TRACT OF LAND BEING A 69.06 ACRE TRACT OF LAND, OUT OF LOTS 9 AND 16, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, LOCATED AT 1101 NORTH ALAMO ROAD, AS REQUESTED BY JUAN GARCIA ON BEHALF OF WW ESCONDIDO, LP

This district is the highest intensity single-family residential district. Residential buildings may cover large percentages of the lots and may be spaced more closely, creating a sense of street enclosure.

This request is scheduled to be heard by the **City Council on Tuesday, October 15, 2024, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:
MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, September 25, 2024
EMAIL: planning@cityofedinburg.com by Wednesday, September 25, 2024

Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

☐ In Favor/A Favor ☒ Against/En Contra ☐ No Comments/No Comentario

Comments: The roads at this area are inadequate to support a new residential subdivision; traffic is already congested in mornings & late afternoons. A new subdivision will negatively impact the area.

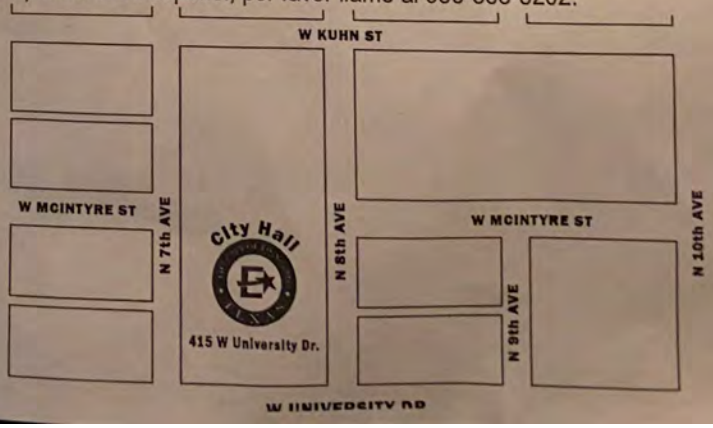
Print Name: Oscar E. Solís Phone No. 956-309-0896

Address: 909 Peregrine Drive City: Edinburg State: TX Zip: 78542

NOTIFICACIÓN

Si tiene preguntas o necesita información sobre esta aplicación en español, por favor llame al 956-388-8202.

Planning and Zoning Department
City of Edinburg
PO BOX 1079
Edinburg, TX 78540-1079



PID: 1071722 .

PID: 1071678 ABREGO JESUS A & CLAUDIA SIFUENTES
918 SAN FRANCISCO AVE
EDINBURG, TX 78542-0274

PID: 1071679 ALANIZ BROTHERS BUILDERS LLC
23625 BRUSHLINE RD
EDINBURG, TX 78542-7487

PID: 689117 CANTU HUGO & AZENETH
1005 PEREGRIN DR
EDINBURG, TX 78542-0434

PID: 689120 CANTU ROGELIO & VERONICA
901 PEREGRIN DR
EDINBURG, TX 78542-1163

PID: 296166 CANTU VINCENT & NILDA F
PO BOX 3721
EDINBURG, TX 78540-3721

PID: 1560751 CORONADO VERONICA
5521 COCHISE DR
EDINBURG, TX 78542-8790

PID: 689114 DAVILA JAQUELINE J
2304 PENROSE DR
EDINBURG, TX 78539-0180

PID: 1071674 DE LA CRUZ JESUS G GARCIA
1113 PEREGRINE DR
EDINBURG, TX 78542-4515

PID: 1071720 DE LA CRUZ JUAN C
5306 SAN ROMAN TERRACE
EDINBURG, TX 78542-4224

PID: 689088 DOMINGUEZ JESUS O & PERLA J MONTOYA
5306 FALCON CREST LN
EDINBURG, TX 78542-2718

PID: 710903 EDINBURG CONS IND SCHOOL DIST
411 N 8TH AVE
EDINBURG, TX 78541-3309

PID: 296161 ESTIMBO NINFA N
4925 E CHAPIN ST
EDINBURG, TX 78542-7409

PID: 296164 ESTIMBO NINFA N
4925 E CHAPIN ST
EDINBURG, TX 78542-7409

PID: 296162 ESTIMBO NINFA N
4925 E CHAPIN ST
EDINBURG, TX 78542-7409

PID: 502695 ESTIMBO NINFA N
4925 E CHAPIN ST
EDINBURG, TX 78542-7409

PID: 1071749 EVANS CHRIS E & PATRICIA
5310 SAN DIEGO DR
EDINBURG, TX 78542-4226

PID: 689118 FALCON ROGELIO & VERONICA Y
917 PEREGRIN DR
EDINBURG, TX 78542-1163

PID: 689113 FLORES ROMEO ARNOLDO & ESMERALDA BERNAL
5313 MAURITIUS LN
EDINBURG, TX 78542-7591

PID: 296169 FRYER MARK J & DEETTA C
2320 ANACUA CIR
EDINBURG, TX 78539-5912

PID: 591633 GARCIA HECTOR & GLORIA A
1010 N CESAR CHAVEZ RD
EDINBURG, TX 78542-3922

PID: 296165 GARCIA JOSE L & ROSENDA GARCIA
5103 E MILE 17 RD
EDINBURG, TX 78542-2390

PID: 1071721 GARZA LUIS L
2107 ROQUE SALINAS RD
MISSION, TX 78572-4780

PID: 1071680 GONZALEZ GILBERTO M & ROSALINDA C
5305 SAN DIEGO DR
EDINBURG, TX 78542-4226

PID: 1069256 GSB TEXAS DG LLC
8780 AUBURN FOLSOM RD
GRANITE BAY, CA 95746-9367

PID: 457887 GUZMAN ROLANDO & SOLEDAD A
PO BOX 833
EDINBURG, TX 78540-0833

PID: 689216 HIDALGO CO DRAINAGE DIST #1
10124 GLASSCOCK RD
MISSION, TX 78573-5910

PID: 296101 LOPEZ RENE AMALIO
5310 E MILLE 17 N
EDINBURG, TX 78542

PID: 457888 MEDRANO SAN JUANITA ARISPE
902 N CESAR CHAVEZ
EDINBURG, TX 78542

PID: 1470666 MURO LUIS
110 N 16TH ST
MCALLEN, TX 78501-4733

PID: 296184 QUINTANILLA GUADALUPE JR & YOCELYN
4410 BETH DR
EDINBURG, TX 78542-6818

PID: 296192 RAMOS JOSE HUGO & SAN JUANITA
4509 E RICHARDSON RD
EDINBURG, TX 78542-0449

PID: 689089 RENTERIA STEPHANIE LYNN
5317 GINKO DR
EDINBURG, TX 78542-7351

PID: 1560754 RICDEZ PROPERTIES LLC
204 E CANO ST
EDINBURG, TX 78539-4510

PID: 1560753 RICDEZ PROPERTIES LLC
204 E CANO ST
EDINBURG, TX 78539-4510

PID: 1560752 RICDEZ PROPERTIES LLC
204 E CANO ST
EDINBURG, TX 78539-4510

PID: 1560750 RICDEZ PROPERTIES LLC
204 E CANO ST
EDINBURG, TX 78539-4510

PID: 689115 RODRIGUEZ INOCENCIO & ROSA
1021 PEREGRIN DR
EDINBURG, TX 78542-0434

PID: 296100 RSRA LP
1400 E RIDGE RD STE 10
MCALLEN, TX 78503-1536

PID: 689116 SANCHEZ JESUS ALEJANDRO
1013 PEREGRIN DR
EDINBURG, TX 78542-0434

PID: 1071681 SANCHEZ YVONNE ELIZABETH
5309 SAN DIEGO DR
EDINBURG, TX 78542-4226

PID: 1071677 SHUMAKER PATRICK
PO BOX 3361
MISSION, TX 78573-0057

PID: 661940 TENNESSEE GAS PIPELINE CO
PO BOX 4372
HOUSTON, TX 77210-4372

PID: 1071676 VALERIO CESAR A & ISABEL A CORDERO
709 SANTA MONICA ST
PHARR, TX 78577-8932

PID: 296194 WW ESCONDIDO LP
5319 S MCCOLL RD
EDINBURG, TX 78539-9168

PID: 1071719 SERNA MALENY & EDUARDO CANTU
5310 SAN ROMAN TERRACE
EDINBURG, TX 78542-4224

PID: 689119 SOLIS OSCAR E & LORISSA ANN
909 PEREGRIN DR
EDINBURG, TX 78542-1163

PID: 556042 TIJERINA JOSE A & MARIA DOLORES
4515 E RICHARDSON
EDINBURG, TX 78542-0449

PID: 296167 WW ESCONDIDO LP
5319 S MCCOLL RD
EDINBURG, TX 78539-9168

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, URBAN & TOWHNOME (RU) DISTRICT, A TRACT OF LAND BEING A 69.06 ACRE TRACT OF LAND, OUT OF LOTS 9 AND 16, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, LOCATED AT 1101 NOTH ALAMO 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 Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) 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 tract of land being a 69.06 Acre tract of land, out of Lots 9 and 16, Section 250, Texas-Mexican Railway Company's Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas, located at 1101 North Alamo Road, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) 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 September 26, 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 October 15, 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, Urban & Townhome (RU) 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, Urban & Townhome (RU) 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 15th day of October 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
PUBLIC HEARINGS
Agenda Item No: 8.E.
Rezoning Request - Lalin Fe Evangelista & Ramonjon Custodio.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Commercial, Neighborhood (CN) District, the North 100 Feet of the South 235 Feet of the West 330 Feet of Lot 10, Kelly Pharr Subdivision, Located at 3120 South Sugar Road, as Requested by Lalin Fe Evangelista & Ramonjon Custodio. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the east side of South Sugar Road, approximately 1,000 feet south of West Canton Road. The property has a total frontage of 100 feet along South Sugar Road and a lot depth of 330 feet for a total lot area of 0.76 Acres (gross). The requested zoning designation is the Commercial, Neighborhood (CN) District, which allows for uses that are limited to smaller commercial and service businesses that serve the neighborhood. The lot is currently occupied with a single-family residence. The applicant is seeking a zone change to establish a new physical therapy specialty clinic at this location.

The property is currently zoned Residential, Suburban (RS) District, which is the primary low-density single-family residential district. Surrounding districts are Residential, Suburban (RS) District to the north and south, Residential, Primary (RP) District to the east, and Commercial, General (CG) District to the west. Adjacent land consists of single-family residential uses. The future land use designation for this property is for Auto-Urban Uses.

A rezoning request for this property was recommended for denial at the August 27, 2024, Planning and Zoning Commission Meeting. Staff mailed a notice of the public hearing to 32 neighboring property owners on Friday, September 20, 2024, and 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 September 25, 2024.

On September 19, 2024, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

The Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential, Suburban (RS) District to Commercial, Neighborhood (CN) District based on this being in a transitioning are and the surrounding land uses. 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

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 9/26/24
CITY COUNCIL – 10/15/24
DATE PREPARED – 9/16/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Suburban (RS) District to Commercial, Neighborhood (CN) District

APPLICANT: Lalin Fe Evangelista and Ramonjon Custodio

AGENT: Not Applicable.

LEGAL: The North 100 feet of the South 235 feet of the West 330 feet of Lot 10, Kelly Pharr Subdivision

LOCATION: 3120 South Sugar Road

LOT/TRACT SIZE: 0.76 Acre

CURRENT USE: Single-family residential

PROPOSED USE: Physical Therapy Specialty Clinic

EXISTING ZONING: Residential, Suburban (RS) District

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

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Suburban (RS) District to Commercial, Neighborhood (CN)

REZONING REQUEST
LALIN FE EVANGELISTA AND RAMONJON CUSTODIO

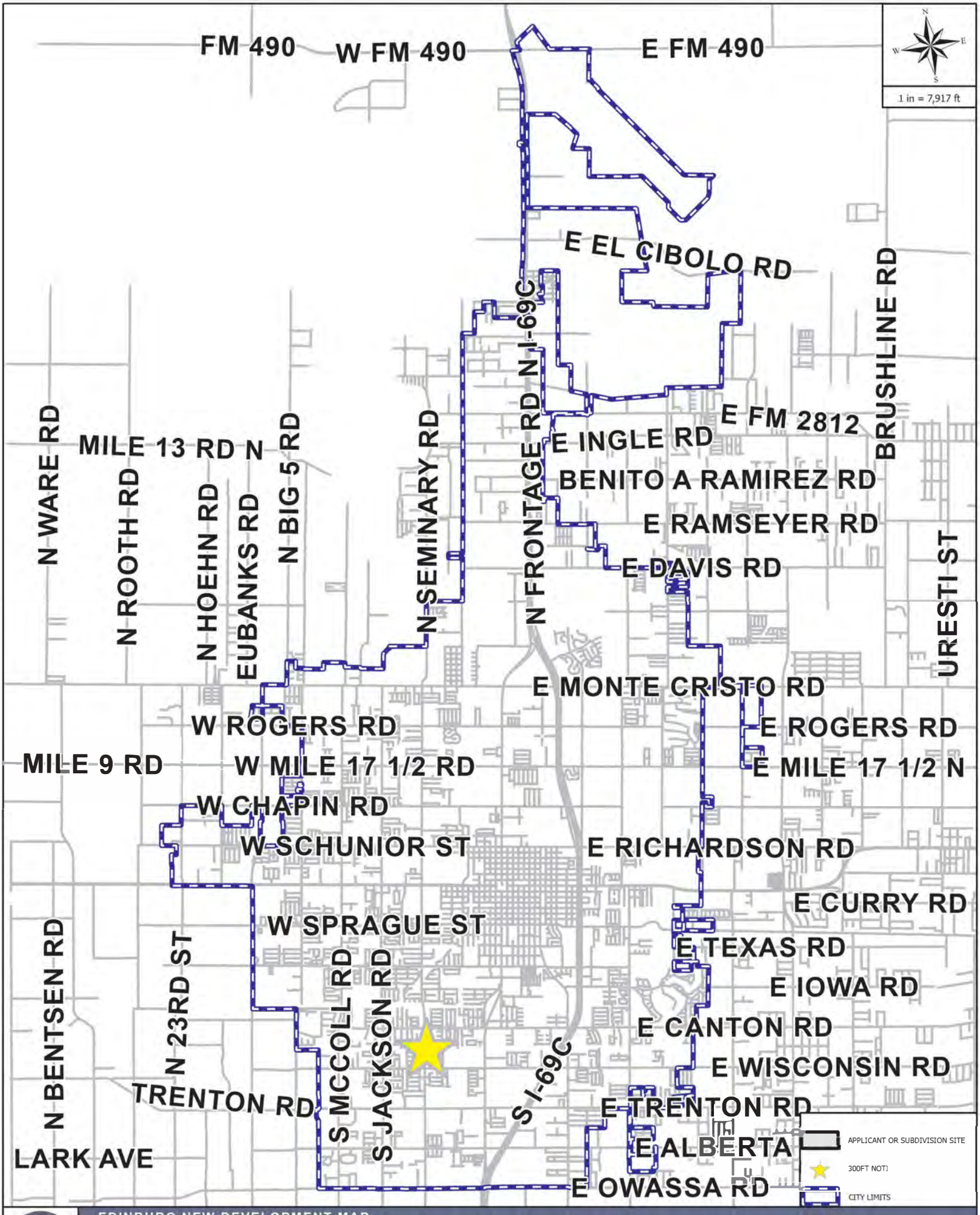
EVALUATION

The following is the staff's evaluation of the request:

1. Adjacent land consists of single-family residential uses.
2. Surrounding land consists of a mix of single-family residential uses and commercial uses.
3. The proposed zoning is inconsistent with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Residential, Suburban (RS) District to Commercial, Neighborhood (CN) District based on surrounding land use. 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.

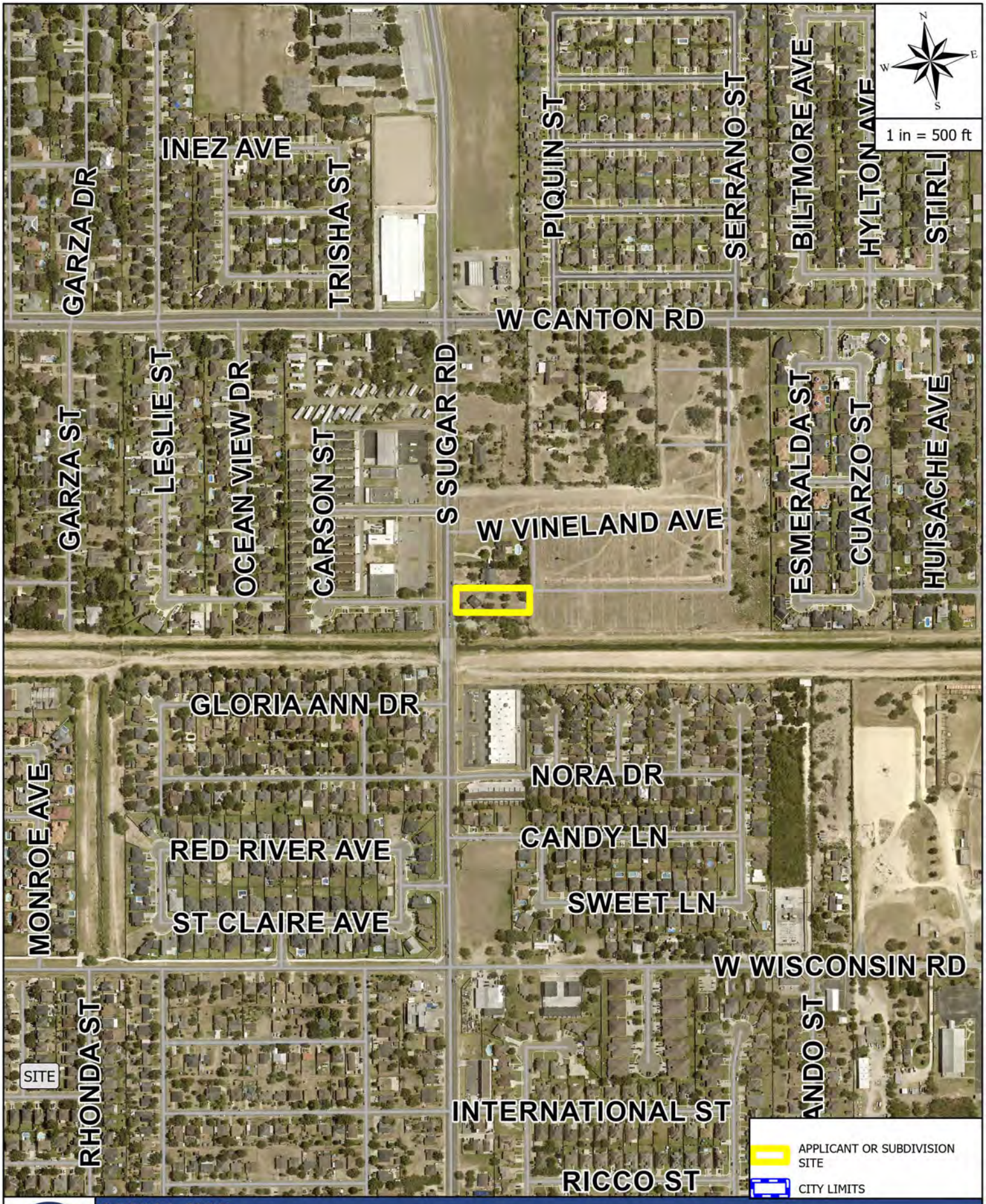
Staff mailed a notice of the public hearing to 32 neighboring property owners on Friday, September 13, 2024, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on September 25, 2024.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

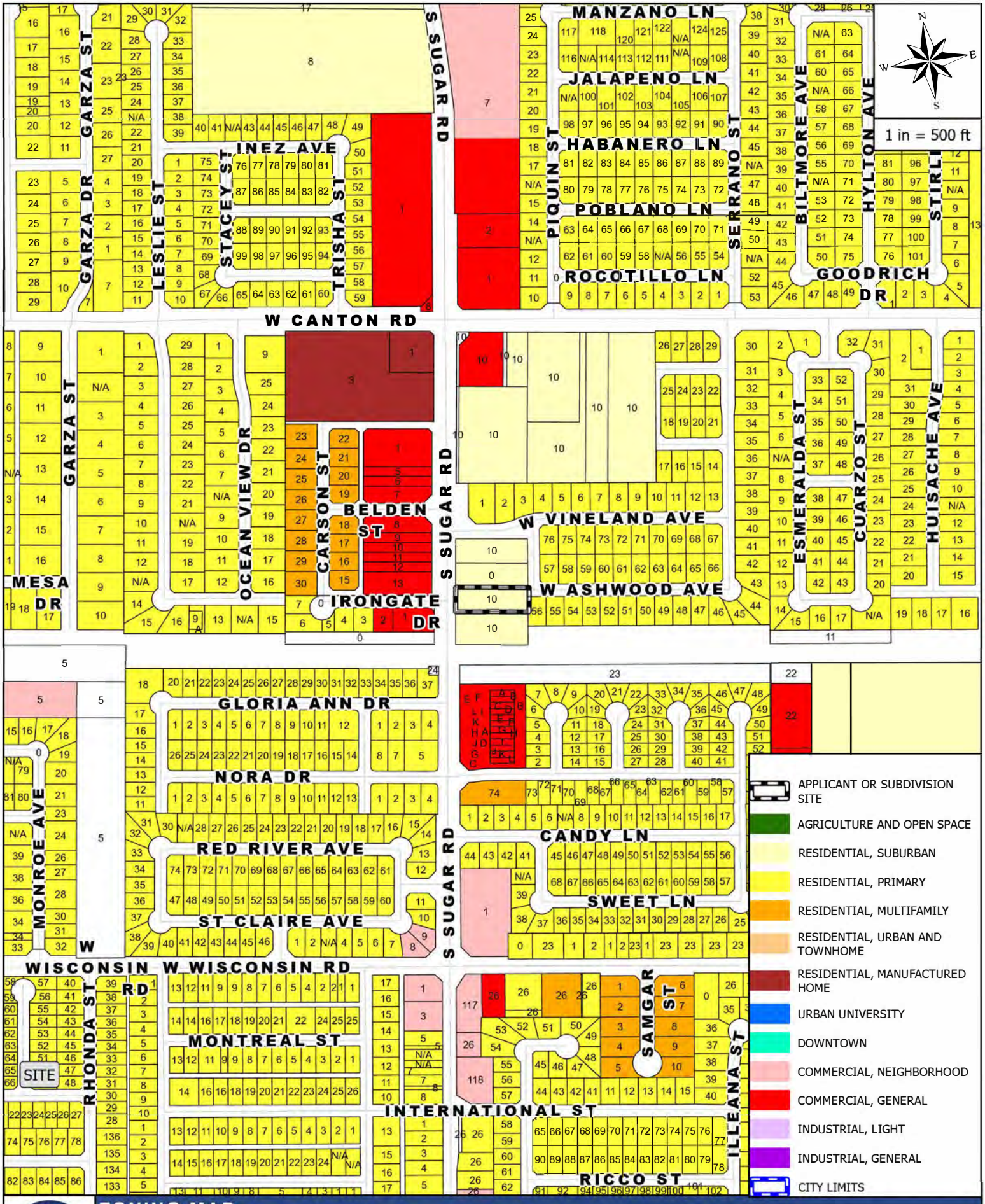
RZNE-2024-0227 LALIN FE EVANGELISTA & RAMO



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

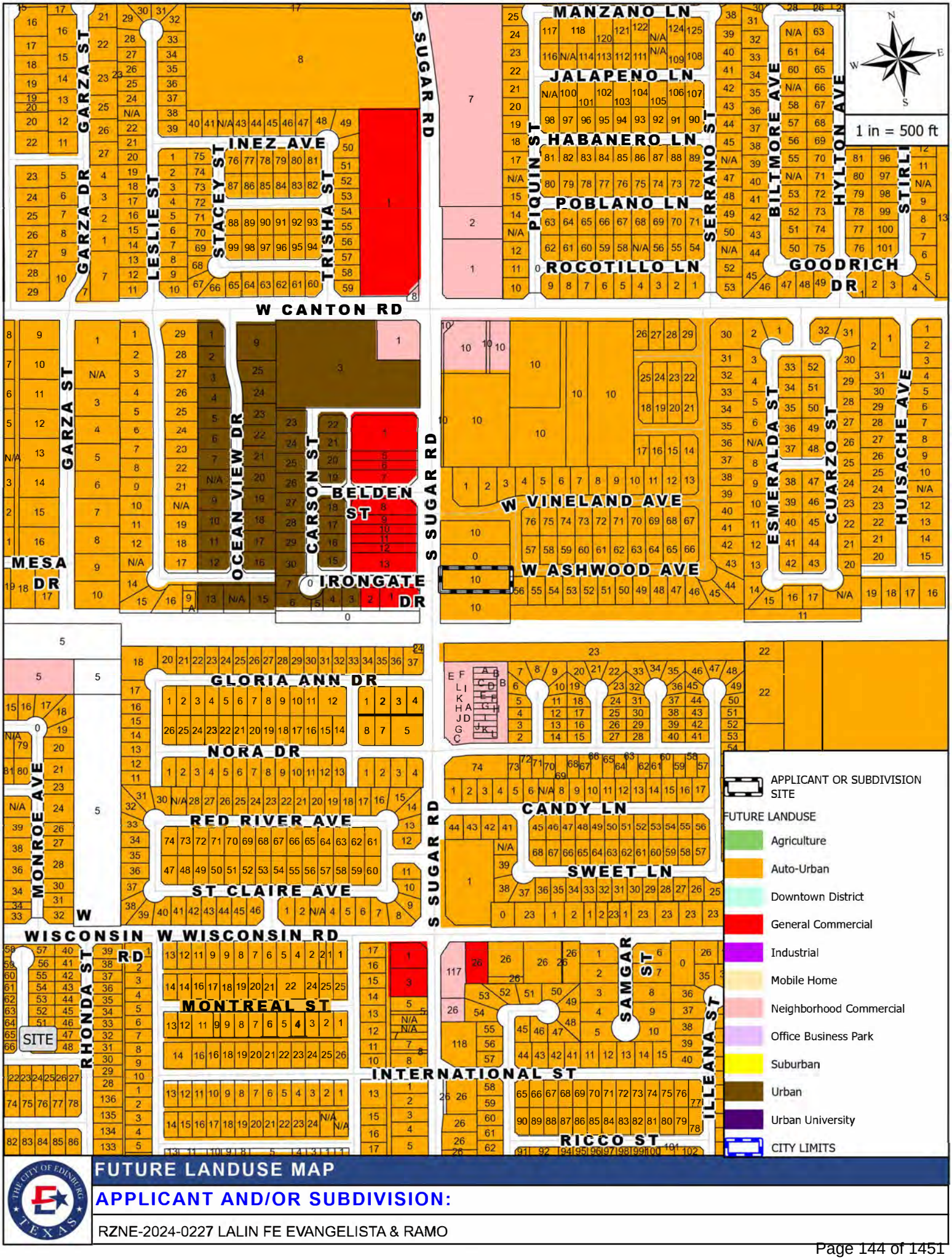
RZNE-2024-0227 LALIN FE EVANGELISTA & RAMO



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

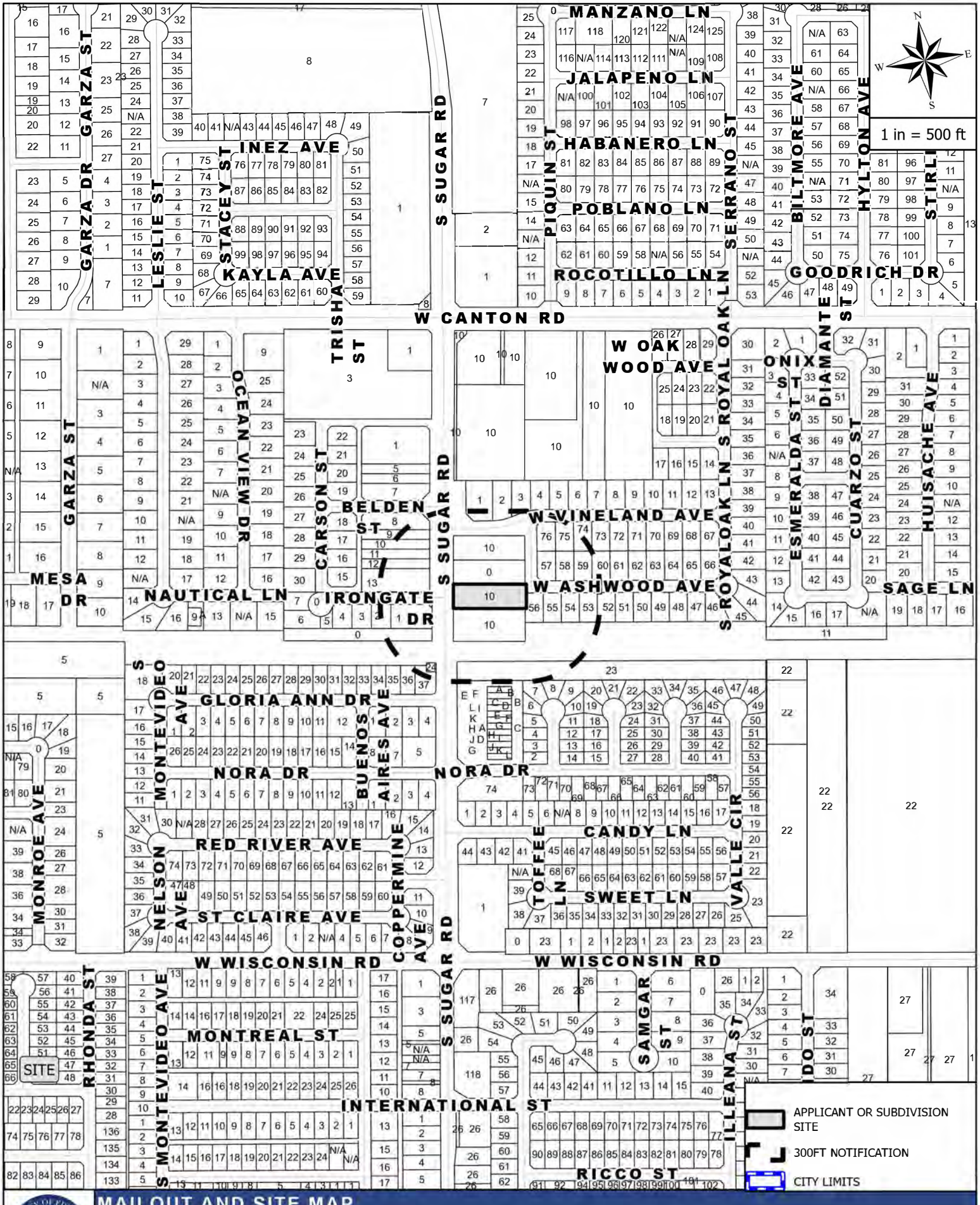
RZNE-2024-0227 LALIN FE EVANGELISTA & RAMO



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0227 LALIN FE EVANGELISTA & RAMO



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0227 LALIN FE EVANGELISTA & RAMO

Rezoning Request Site Photo

Lalin Fe Evangelista & Ramonjon Custodio

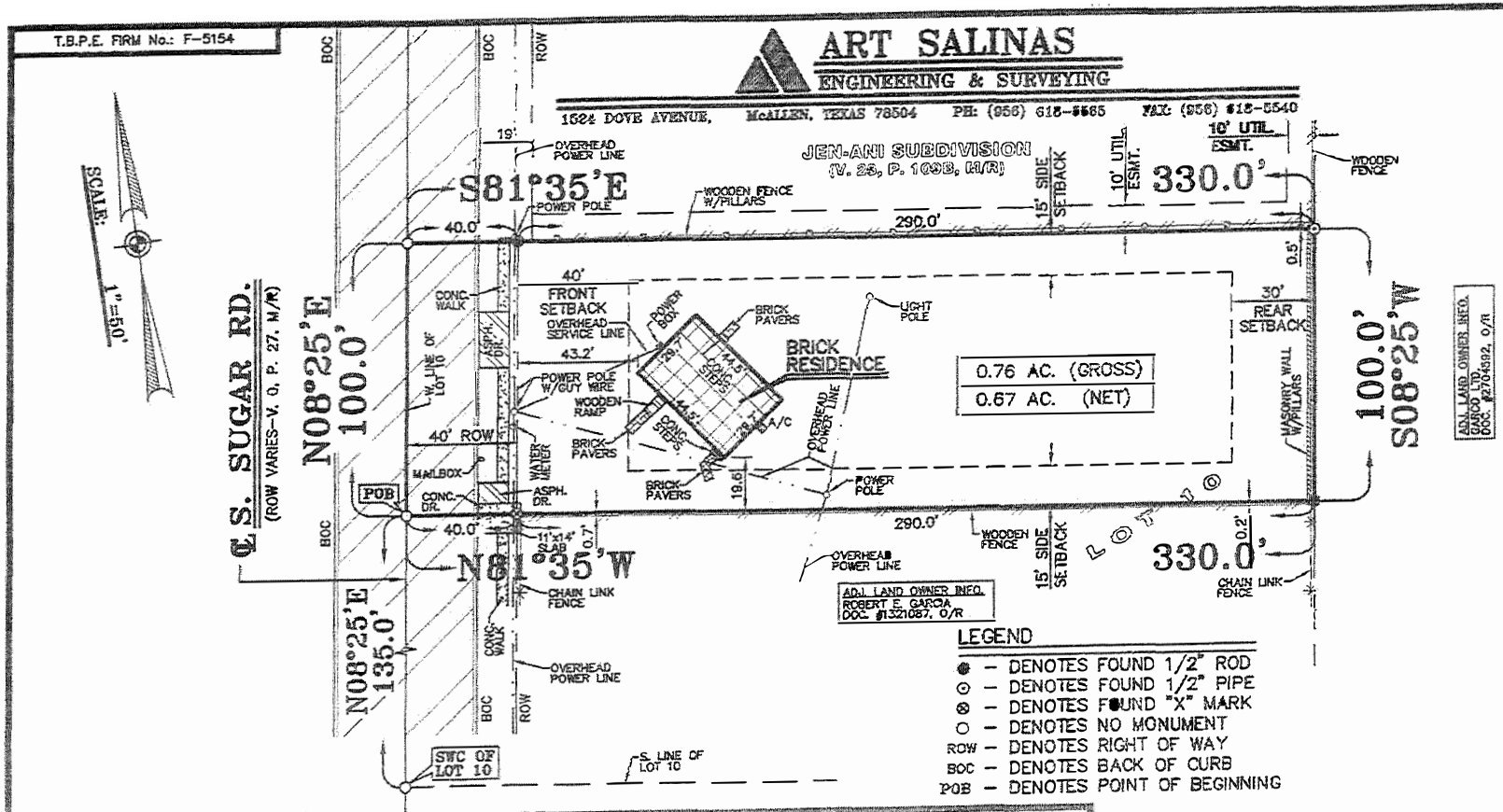
3120 South Sugar Road

T.B.P.E. FIRM No.: F-5154

T.B.P.L.S. FIRM No.: 10004000

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 FOUND 1/2" PIPE
- ⊗ – DENOTES FOUND "X" MARK
- ○ – DENOTES NO MONUMENT
- ROW – DENOTES RIGHT OF WAY
- BOC – DENOTES BACK OF CURB
- POB – DENOTES POINT OF BEGINNING

THIS IS TO CERTIFY THAT I HAVE, THIS DATE, PREPARED A SURVEY ON THE GROUND WHICH IS LOCATED AT 3120 S. SUGAR RD., in EDINBURG, TEXAS, DESCRIBED AS FOLLOWS:
THE NORTH 100 FEET OF THE SOUTH 235 FEET OF THE WEST 330 FEET OF LOT 10, KELLY PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 3, PAGES 133–134, DEED RECORDS, HIDALGO COUNTY, TEXAS, ALSO KNOWN AS TRACT 3, COMPRISING 0.76 ACRES GROSS AND 0.67 ACRES NET.

24–67557 Job No. 06–12–24 Date

© COPYRIGHT 2024 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.

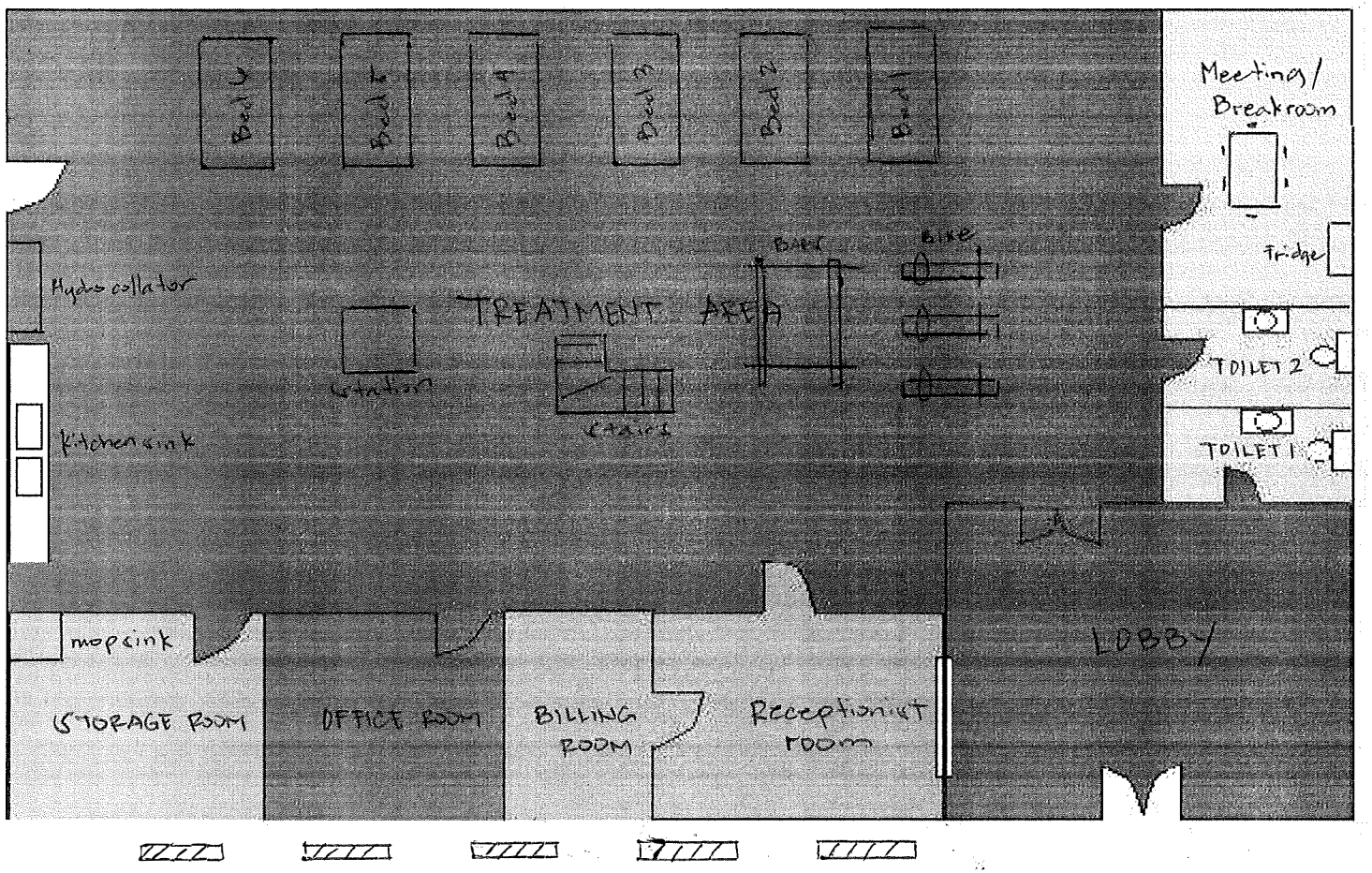
Registered Professional Land Surveyor No. 4802

FLOOD ZONE DESIGNATION: The property shown hereon lies in Zone "X". Zone "X" areas are areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas of less than 1 square mile; and areas protected by levees from 100-year flood as per F.E.M.A. Flood Insurance Rate Map No. 480338-0020-E dated 06-06-00.

PLAT NOTES:

1. 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.
2. This survey plat is prepared in connection with Title Policy G.F. # MCA24050776 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.
3. 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".
4. This is a standard survey and does not include the location or subsurface investigation of underground utility, irrigation and/or gas lines.
5. Statutory rights, rules and regulations in favor of Hidalgo County Irrigation District No. 2 pursuant to applicable sections of the Texas Water Code. (Blanket)
6. Subject to any part of property owned or claimed by Hidalgo County Irrigation District No. 2, in fee simple, easement, any right, title and/or interest.
7. Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or government regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property.
8. Building setback lines as per City zoning ordinance.
9. Subject to any oil, gas and mineral lease of record.
10. Bearing Basis: "W. line of Lot 10, Kelly-Pharr Subdivision"

BORROWER(s): Latin Fe Evangelista and Ramonjon Custodio



Preliminary Site Plan / Sketch

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2024-0227

Date: 7/23/2024

1. Property Owner (required): Lalin Fe Evangelista and Ramonyon Custodio 2. Phone: 309-373-0195 / 309-378-8271
3. Mailing Address: 511 Northridge Dr.
4. City: Edinburg State: Texas Zip: 78539
5. Owner's Email: Zeniththerapycenter@gmail.com 6. Cell No. 309-373-0195
7. Agent (not owner): N/A 8. Agent's Phone: N/A
9. Agent's Mailing Address: N/A
10. City: N/A State: Zip:
11. Agent's Email: N/A
12. Address/Location being Rezoned: 3120 S Sugar Rd Edinburg, TX 78539
13. Legal Description of Property: 14. Property ID(s): 201647

Kelly Pharr Tract N 100' - S 235' - W 330' Lot 10

15. Zone Change: From: residential suburban To: neighborhood commercial ~~general~~ error by LDC
16. Existing Land Use: residential
17. Reason for Zone Change: commercial use for healthcare - physical therapy specialty clinic

Lalin Fe Evangelista / Ramonyon Custodio (Please Print Name) Lfe Evangelista / Signature

OFFICE USE ONLY

REVIEWED BY Marlon Garza DATE RECEIVED 7-23-24

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

OWNER NOTIFICATION LIST REPORT

PID: 629041 TESSA REAL ESTATE HOLDINGS LLC
4008 N 22ND ST
MCALLEN, TX 78504-4101

PID: 680768 TWINKIES INVESTMENTS LLC
PO BOX 2307
EDINBURG, TX 78540-2307

PID: 201811 HIDALGO CO DRAIN DIST #1
902 N DOOLITTLE RD
EDINBURG, TX 78542-7470

PID: 695180 SSA FOUNDATION
7007 N 1ST LANE
MCALLEN, TX 78504-1931

PID: 695178 JAZEL INVESTMENTS LLC
7400 N 10TH ST STE K
MCALLEN, TX 78504-7707

PID: 695176 ENRIQUEZ CONSULTING LLC
3107 S SUGAR RD
EDINBURG, TX 78539-9731

PID: 695175 AYALA ABEL ELIAS & ANDRES EDUARDO REYES
1200 W VETERANS BLVD
PALMVIEW, TX 78572-7091

PID: 695179 SUBHASH & SAROJINI BOSE LP
7007 N 1ST LN
MCALLEN, TX 78504-1931

PID: 695177 JAZEL INVESTMENTS LLC
7400 N 10TH ST STE K
MCALLEN, TX 78504-7707

PID: 695237 HIDALGO COUNTY DRAINAGE DIST NO. 1
902 N DOOLITTLE RD
EDINBURG, TX 78542

PID: 695230 SUBHASH & SAROJINI BOSE LP
7007 N 1ST LANE
MCALLEN, TX 78504-1931

PID: 695229 SUBHASH & SAROJINI BOSE LP
7007 N 1ST LANE
MCALLEN, TX 78504-1931

PID: 201648 GUERRA ROBERT E & GRACIELA I
3110 S SUGAR RD
EDINBURG, TX 78539-9627

PID: 199292 GARZA HERLINDA
PO BOX 4747
EDINBURG, TX 78540-4747

PID: 201647 CAVAZOS DANIEL R HILDA C SILVA JOSE NOE & JUAN JAVIER CAVAZOS
502 PACIFIC AVE
EDINBURG, TX 78539-7362

PID: 287708 PEREZ VICENTE & AMANDA JEAN WILLSON
1601 GLORIA ANN DR
EDINBURG, TX 78539-6607

PID: 287707 ELISARRARAS JOSE LUIS
1605 GLORIA ANN DR
EDINBURG, TX 78539-6607

PID: 702305 HOME TRAXX MANAGEMENT LLC
5133 BOUGAINVILLEA DR
HARLINGEN, TX 78552-8944

PID: 702302 CAMELOT DESIGNS & CONSTRUCTION LLC
3202 S SUGAR RD
EDINBURG, TX 78539-3693

PID: 702304 LOPEZ PATRICIA G
5441 BENITO A RAMIREZ RD
EDINBURG, TX 78542-1036

PID: 702306 HOME TRAXX MANAGEMENT LLC
5133 BOUGAINVILLEA DR
HARLINGEN, TX 78552-8944

PID: 702307 H & Z PROPERTIES LLC
3212 S SUGAR RD
EDINBURG, TX 78539-3693

PID: 702308 SHAZ PROPERTY MANAGEMENT LLC
56 C PRICE RD
BROWNSVILLE, TX 78521

PID: 702309 DERA LLC
3212 SUGAR RD
HIDALGO, TX 78557

PID: 702310 NAQVI SAYED
11195 SW 90TH AVE
MIAMI, FL 33176-3628

PID: 680769 BANGASH SHAHID
56 E PRICE RD
BROWNSVILLE, TX 78521-3508

PID: 680770 HAIDAR PROPERTIES LLC
1601 SOUTH CAGE BLVD SUITE B
PHARR, TX 78577-5574

PID: 680771 RVKD INVESTMENTS LLC
2704 N M RD
EDINBURG, TX 78542-6316

PID: 201816 CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 201642 GARCO LTD
3910 W FREDDY GONZALEZ
EDINBURG, TX 78539-9308

PID: 201645 GARCIA ROBERT E
PO BOX 2863
EDINBURG, TX 78540-2863

PID: 695236 SUBHASH & SAROJINI BOSE LP
7007 N 1ST LANE
MCALLEN, TX 78504-1931

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, SUBURBAN (RS) DISTRICT TO COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT, THE NORTH 100 FEET OF THE SOUTH 235 FEET OF THE WEST 330 FEET OF LOT 10, KELLY PHARR SUBDIVISION, LOCATED AT 3120 SOUTH SUGAR 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 to Commercial, Neighborhood (CN) District, as set out in the Unified Development Code of the City of Edinburg, Texas, located at 3120 South Sugar Road, Edinburg, Hidalgo County, 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 The North 100 feet of the South 235 feet of the West 330 feet of Lot 10, Kelly Pharr Subdivision, from Residential, Suburban (RS) District to Commercial, Neighborhood (CN) 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 September 26, 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 October 15, 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 Commercial, Neighborhood (CN) 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) District and added to Commercial, Neighborhood (CN) 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 15th day of October 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
PUBLIC HEARINGS
Agenda Item No: 8.F.
Public Hearing - Adoption of the City of Edinburg Comprehensive Plan

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the City of Edinburg Comprehensive Plan Pursuant to Texas Local Government Code Section 213.003 (a)(1). [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
On October 03, 2023, the Edinburg City Council awarded RFP No. 2023-016, City of Edinburg Comprehensive Plan to Kendig Keast Collaborative to assist the City in the creation of a new Comprehensive Plan.

The City of Edinburg last adopted a Comprehensive Plan in 2005. Since then, the City has experienced significant changes, including explosive growth, both in its corporate limits and extraterritorial jurisdiction.

Kendig Keast Collaborative has been in the process of updating the City of Edinburg Comprehensive Plan through a series of meetings with the public and committees. The new Comprehensive Plan incorporates land use, growth and development, transportation, utilities, economic development, public services, and relevant information from other plans previously adopted by the City. The new plan will focus on responsible, sustainable growth and development, especially as it applies to providing current and future residents with all necessary utilities and services. This Plan will create a policy framework from the update and implementation of our development ordinances, capital projects, and other relevant municipal operations or endeavors.

Outreach and engagement activities completed in support of the Comprehensive Plan process included:

- 3 Workshops with the City Council
- 4 Committee Meetings with Comprehensive Plan Oversight Committee
- Early Interviews with 2040 Committee Chairs and Department Directors
- Meetings with various public agencies and community partners
- 3 open forum Citizens Input Meetings for the Edinburg community
- Online Comprehensive Plan Survey and Feedback page was created on City webpage

The draft plan was presented to the Planning & Zoning Commission on October 10, 2024. This is the final step in the adoption of the City of Edinburg Comprehensive Plan.

3. **Staff's Recommendation:**
Staff recommends approval of the update to the City of Edinburg Comprehensive Plan.

Reviewed by:
Jesus Saenz, Assistant City Manager

Prepared by:
Jaime Acevedo, Director of

Attachments:

A. City of Edinburg Timeline
B. Edinburg 2050 Mid-Century Plan (October 2024 Hearing Draft)
C. City of Edinburg Proposed Future Land Use Map
D. Ordinance

Comprehensive Plan PROCESS

DRAFT PLAN
delivered in 9 vs. 12 months as requested

Jan-Mar	*Mar-Apr*	*May-Sep*	*Sep-Oct*	*Oct-Nov*
Edinburg Today	**Plan Direction**	**Future Edinburg**	**Strategic Implementation**	**Hearings & Adoption**

OVERSIGHT COMMITTEE:
4 meetings in 6 weeks versus over 8 months

COUNCIL WORKSHOP:
Tue, Oct 1

P&Z:
Thu, Oct 10
Council:
Tue, Oct 15

October 2024 Hearing Draft

THE CITY OF Edinburg

2050 MID-CENTURY PLAN

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THE CITY OF Edinburg 2050 MID-CENTURY PLAN

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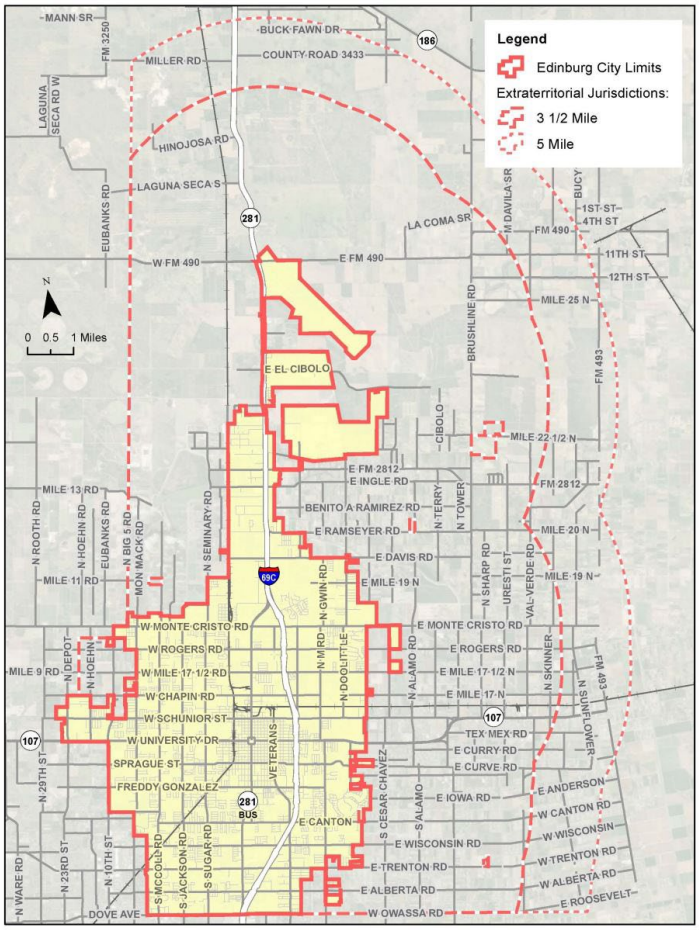
INTRODUCTION

October 2024 Draft

Edinburg 2050 MID-CENTURY PLAN

The Edinburg Comprehensive Plan is intended to guide future development, redevelopment and community enhancement efforts over the next 10-20 years. However, discussions during a community planning process often involve an even longer-range outlook, helping establish a vision of what Edinburg could and should be in the future versus the trend line it is currently on. Based on this broader context, the purpose of this plan is to provide realistic goals and achievable strategies that residents, business and land owners, major institutions, civic groups and public officials prefer – and will support with sustained action – in the years ahead.

Edinburg City Limits and ETJ



**Click to Enlarge Map*

Geographic Coverage and Context of the Plan

This plan addresses the approximately 45 square miles currently encompassed within the city limits of Edinburg, along with the extensive area just beyond within the City's extraterritorial jurisdiction (ETJ). In Texas, cities also consider the future of their ETJs as the area into which the community may someday expand – at least into portions of the ETJ where new development that approaches in-city densities can be accommodated with public services. Under state statute, Edinburg previously had a 3.5-mile ETJ beyond its city limits when its population was in the 50,000-99,999 range. When Edinburg's population surpassed 100,000 in recent years, its statutory ETJ automatically expanded to the maximum of five miles. Most of Edinburg's full five-mile ETJ is to the north and east. Edinburg has no, or only limited ETJ along portions of its west and south city limits given the proximity of the city limits and ETJs of McAllen and Pharr.

Regional Context

*Click to Enlarge Map

As summarized in the Edinburg Today Report that is a supplement to this future-focused portion of the Comprehensive Plan, Edinburg is located in south Texas, approximately 60 miles inland from the Gulf of Mexico in Hidalgo County, where it is the county seat. Edinburg's position in the north central area of the Rio Grande Valley has long made it the "Gateway City" to the Valley – and only about 16 miles north of the Pharr-Reynosa International Bridge over the Rio Grande at the U.S./Mexico border. Edinburg is bisected by a north-south segment of Interstate 69C. Within the region are McAllen International Airport (9 miles), Valley International Airport in Harlingen (31 miles), the Port of Brownsville (53 miles), South Padre Island (64 miles), and the SpaceX facilities at Boca Chica (66 miles).

Process

EDINBURG 2040

BUILDING FOR TOMORROW'S FUTURE, TODAY!

The process for updating Edinburg's Comprehensive Plan, as last done in 2005, began in January 2024, not long after completion of the City's Edinburg 2040 strategic planning initiative (more information at https://edinburg2040.com/). This new Comprehensive Plan resulted from a nine-month planning and community engagement process, followed by public hearings and plan adoption. The plan's findings and action recommendations focus on the physical and economic aspects of Edinburg's projected growth, development and redevelopment in the coming years. It provides guiding principles, goals and action priorities that will help City officials, board/commission appointees and staff in prioritizing public improvements; updating and administering development regulations; and guiding reinvestment efforts. The plan also provides a basis for coordinating the actions of many different functions and interests within and outside of municipal government.

To facilitate the Comprehensive Plan process, the City again engaged Kendig Keast Collaborative, community planning consultants based in Sugar Land, Texas.

Leadership and Community Engagement Activities

Outreach and engagement activities completed in support of the Comprehensive Plan process included:

3 Workshops

Three workshop meetings with Edinburg City Council, which also included participation by City boards, commissions, committees, other stakeholders and members of the public in attendance (January, April and September 2024). Also an interim progress presentation to Council (August).

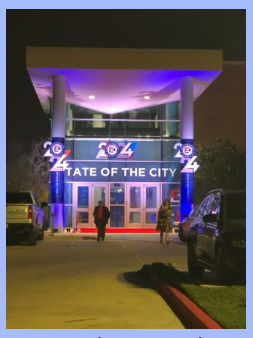
4 Committee Meetings

Four working meetings with a City-appointed Comprehensive Plan Oversight Committee, comprised of the chairs of the seven Edinburg 2040 committee plus of a Downtown committee added later (July-September).

Early interviews with the individual 2040 committee chairs or their alternates (March), and a later informal social event and presentation for all 2040 committee members (April).

An initial roundtable session with representatives of all City departments (January), followed by interviews and follow-up discussions with individual departments as needed.

Meetings with various other public agencies and community partners.



Attendance at the 2024 State of the City event, where the Comprehensive Plan process was highlighted (March).

A midpoint open forum for Comprehensive Plan input hosted by the Mayor, key City staff and the consultant project manager at City Hall (July), plus another input opportunity also at City Hall (August).

An immediate prompt on the City's website homepage for ongoing Comprehensive Plan input, other communications via City social media posts, and a City webpage dedicated to the Comprehensive Plan process, with presentations and materials posted from meetings and events along the way: https://cityofedinburg.com/departments/planning_and_zoning/comprehensive_plan_update.php

Public hearings before the Planning & Zoning Commission and City Council on the final proposed plan (October).

Purpose of the Comprehensive Plan

A comprehensive plan is usually the most important policy document a municipal government prepares and maintains. It lays out a "big picture" vision and associated goals regarding the future growth and enhancement of the community. It is "comprehensive" in two ways, by:

- Considering at once the entire geographic area of the community, including areas where new development and redevelopment may occur, as opposed to more specialized plans and studies that focus on particular sub-areas of the city.
- Assessing near- and longer-term needs and desires across a variety of inter-related topics that represent the key "building blocks" of a community (e.g., land use, transportation, urban design, commercial development, redevelopment, neighborhoods, parks and recreation, utility infrastructure, public facilities and services, etc.).

Through a comprehensive plan, a community considers how best to accommodate and manage its projected growth, as well as the redevelopment of older neighborhoods and commercial and industrial areas. Like most similar plans, this Comprehensive Plan is aimed at ensuring that ongoing development and redevelopment will proceed in an orderly, well-planned manner so that public facilities and services can keep pace and residents' quality of life will be enhanced. Significantly, by clarifying and stating the City's intentions regarding the area's physical development and infrastructure investment, the plan also creates greater predictability for residents, land owners, developers and potential investors.

"Planning" is …

The process of identifying issues and needs, establishing goals and objectives, and determining the most effective means by which these ends may be achieved.

Important Reasons for Long-Range Planning in Edinburg include to:

- ➤Ensure adequate public facilities to meet the demands of future development and redevelopment.
- ➤Achieve an efficient development pattern that reflects the values of the community.
- ➤Promote the long-term protection and enhancement of the image and visual appearance of the community.
- ➤Provide a balance of land uses and services throughout the community to meet the needs and desires of its population.
- ➤Involve local citizens in the decision-making process and reach consensus on the future vision for Edinburg and its ongoing development and redevelopment.
- ➤Develop annual City budgets, department work programs, and potential new and amended ordinances, and to prioritize capital improvements, pursue external grant funding that leverages local dollars, and strengthen and establish mutually beneficial partnerships consistent with the Comprehensive Plan.
- ➤Identify finer-grain planning and studies needed to clarify action strategies and costs in particular areas of City

The comprehensive planning process is intended to celebrate accomplishments of the past while providing an opportunity to anticipate and address challenges of the future. In some cases, this plan will offer guidance to decision makers for challenges only now emerging while other sections reinforce established policies that should be carried forward as a sure and sound basis for future development and redevelopment. Whether an issue is a challenge or an opportunity, the utmost importance should be placed upon periodic comprehensive planning as an opportunity for thoughtful public discussion on the real and perceived challenges currently facing Edinburg and the opportunities that will shape its future.

Why Plan?

Local planning allows the City of Edinburg to have a greater measure of control over its destiny rather than simply reacting to change. Planning enables the City to manage future development and redevelopment actively as opposed to reacting to development proposals on a case-by-case basis without adequate and necessary consideration of community-wide issues.

Long-range planning also provides an opportunity for the City's elected and appointed officials to step back from pressing, day-to-day issues and clarify their ideas on the kind of community they are trying to create and maintain. The process required to prepare a new Edinburg Comprehensive Plan may prove more valuable to the community than the plan itself since the document is ultimately only a snapshot in time. The planning process involves major community decisions about how much and where development and redevelopment will occur, the nature of future development, and the community's capability to provide the necessary public services and facilities to support this development. This leads to pivotal discussions about what is "best" for the community and how everything from taxes to "quality of life" will be affected.

PLAN FOCUS AREAS

Focus areas within the Comprehensive Plan provide direction when setting program and funding priorities to enhance the quality of life in Edinburg. The five focus areas of this plan are highlighted below. These focus areas were considered in developing the Edinburg Today Report and helped orient this Future Edinburg portion of the plan.

Growth Capacity

Economic Development

Land Use and Community Character

Recreation and Amenities

Transportation

Use of the Plan

This plan is ultimately a guidance document for City officials and staff, who must make decisions on a daily basis that will determine the future direction, financial health and "look and feel" of the community. These decisions are carried out through:

Targeted programs and expenditures prioritized through the City's annual budget process, including routine but essential functions across municipal government.

Major public improvements and land acquisitions financed through the City's capital budgeting.

New and amended City ordinances and regulations closely linked to Comprehensive Plan objectives (and associated review and approval procedures in the case of zoning, subdivision and land development activities).

Departmental work plans and resources in key areas.

Support for ongoing planning and studies that will further clarify needs, costs, benefits and strategies.

Pursuit of external grant funding to supplement local budgets and/or expedite certain projects.

Initiatives pursued in conjunction with other public and private partners to leverage resources and achieve successes neither could accomplish on their own.

Comprehensive plans focus primarily on the responsibilities of City government in the physical planning arena, where municipalities normally have a more direct and extensive role than in other areas that residents value such as education and social services. Therefore, the resulting plan may not address every challenge before the city, but it is meant to set a tone and motivate concerted efforts to move the community forward in coming years.

Planning Authority

State Support for Community Planning – Section 213 of the Texas Local Government Code

Unlike some other states, municipalities in Texas are not mandated by state government to prepare and maintain local comprehensive plans. Instead, Chapter 213 of the Texas Local Government Code provides that, "The governing body of a municipality may adopt a comprehensive plan for the long-range development of the municipality." The Code also cites the basic reasons for long-range, comprehensive community planning, stating that, "The powers granted under this chapter are for the purposes of promoting sound development of municipalities and promoting public health, safety and welfare." The Code also gives Texas municipalities the freedom to "define the content and design" of their plans, although Section 213 suggests that a comprehensive plan may:

Source: Texas Department of Transportation

- include but is not limited to provisions on land use, transportation, and public facilities;
- consist of a single plan or a coordinated set of plans organized by subject and geographic area; and
- be used to coordinate and guide the establishment of development regulations.

However, for cities like Edinburg that have adopted zoning regulations to guide the use of land and address compatibility among differing land use types and intensities, Local Government Code Chapter 211 – the source of municipal zoning authority in Texas – states in Section 211.004(a) that "Zoning regulations must be adopted in accordance with a comprehensive plan." The adopted comprehensive plan provides the public policy basis for a city's zoning regulations, and the plan also includes a map of future land use and associated narrative as guidance for City officials, advisory commissions and staff involved in making zoning decisions.

Authority of Edinburg Planning & Zoning Commission

Article IX of the Edinburg City Charter establishes a City Planning and Zoning Commission. The City's Unified Development Code (UDC) then spells out the specific powers and duties of the Commission, in UDC Section 8.207.A. The Commission is specifically assigned to be the curator of the City's Comprehensive Plan:

A. Powers and Duties.

2. Studies and Policy Recommendations to the City Council. The Planning and Zoning Commission is the City's citizen-based planning body. It is empowered to conduct appropriate studies, draft proposed regulations and amendments, and make policy recommendations to the City Council regarding the Comprehensive Plan. In this respect, the Planning and Zoning Commission shall:

a. Periodically make studies of the City's resources, development trends, environmental and aesthetic condition, and other issues and needs related to the use and development of land, and report its findings to the City Council.

b. Initiate, prepare, or cause to be prepared amendments (both text and map) to the Comprehensive Plan as appropriate.

c. Initiate, prepare, or cause to be prepared amendments (both text and map) to the Unified Development Code as appropriate.

Furthermore, the UDC establishes various linkages to the Comprehensive Plan, including:

- UDC Section 1.103.B., regarding the UDC purposes, has as its first purpose "to implement the City of Edinburg's Comprehensive Plan." A more specific Planning Objective of the UDC, in Section 1.103.C.1.a. involves "establishing rational land use and growth patterns and encouraging the most appropriate use of individual pieces of land in accordance with the Comprehensive Plan."
- UDC Section 2.101.C., states that the zoning districts created by the UDC "are the minimum necessary to achieve compatibility of uses and maintain or create community character within each district, consistent with the spirit and intent of the City's Comprehensive Plan."
- Section 5.101.A., in UDC Article 5, Subdivision Standards, states that among Article 5's purposes is to: "Ensure that new development is consistent with the goals and intentions of the Comprehensive Plan."
- Among the Common Decision Criteria for development review procedures in UDC Section 9.205 is to find that a "request is consistent with the Comprehensive Plan."
- UDC Section 9402.C.1.c. requires that applications for UDC text amendments must demonstrate "that the proposed amendment is consistent with the Comprehensive Plan and any applicable adopted area plans."
- Likewise, UDC Section 9403.B.4 requires City review bodies for zoning map amendments (rezonings) to assess whether "the Comprehensive Plan calls for the zoning that is sought."

GROWTH CAPACITY

October 2024 Draft

Edinburg must prepare for, and have the capacity to meet, the public service demands of current residents plus future new development and redevelopment. This plan section focuses on the utility infrastructure and other essential service needs the area will face in the years ahead, along with prudent growth management strategies. Growth can bring many economic and community benefits but must be balanced with reinvestment in established neighborhoods and nonresidential areas, which tax base expansion through revitalization will help to support.

Infrastructure and services are essential to secure investor interest and assurance to undertake private projects in the area. Likewise, the City depends on an adequate tax base from business activity and private property improvements to fund essential capital projects and ongoing maintenance.

Why This Comprehensive Plan Section is Important for Edinburg

Together with the Goals for Land Use and Community Character section, focuses on the potential extent of growth in and around Edinburg in the decades ahead, where this growth might occur including beyond the city and within unincorporated Hidalgo County, and the implications it could have for City government.

Highlights that, along with its ongoing growth and new development, Edinburg has aging infrastructure and public facility needs to address in established areas of the city, including to maintain the capacity and efficiency of water and wastewater systems in compliance with applicable federal and state regulations.

Points out that capital investments in public infrastructure such as utilities and streets can signal desired locations for growth, help maintain a high quality of life for residents, and create a framework for land development and revitalization.

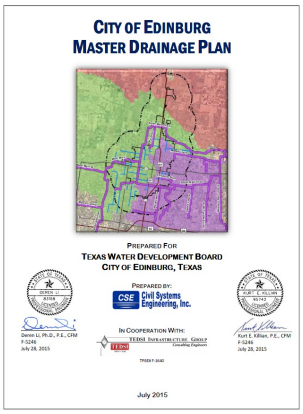
Emphasizes that absorbing some of the community's projected population growth within existing developed areas will inject new dollars and energy inside Edinburg, capitalize on public infrastructure and facilities that are already in place, and potentially lead to new housing options and commercial and mixed-use developments.

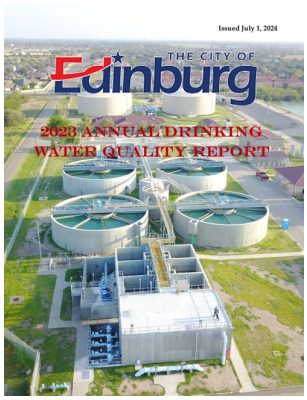
Reinforces local government's role in growth management and related tools and methods, including:

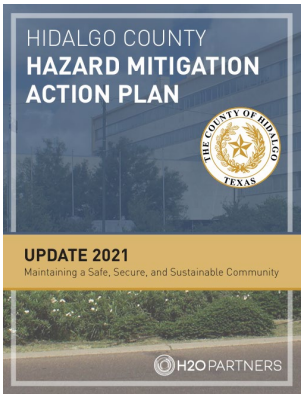
- Local development regulations that govern subdivision and re-platting activity, provide for the appropriate use of land through zoning, and set minimum standards for the nature and quality of development.
- Financing and special district mechanisms that advance the community's growth and economic development objectives while supporting beneficial private development and reinvestment
- Annexation of additional territory into the City where appropriate and when deemed fiscally sensible.
- Ongoing partnerships with other key public agencies, including Edinburg Consolidated Independent School District (ECISD) and other area school districts, and the University of Texas - Rio Grande Valley (UTRGV), among others.

Legacy of Past Planning

EDINBURG 2040
BUILDING FOR TOMORROW'S FUTURE, TODAY!







**Click Images to View Plans*

This new Comprehensive Plan builds on previous plans and studies completed by the City of Edinburg and other partners, including these most relevant to the Growth Capacity topic:

- Edinburg 2040 Committees: Strategies and Objectives 2022-2023
- City of Edinburg Master Drainage Plan, 2015
- City of Edinburg annual Water Quality Reports, through 2023
- City of Edinburg Water Conservation and Drought Contingency Plan (ongoing)
- City of Edinburg Emergency Management Plan (ongoing)
- Hidalgo County Hazard Mitigation Action Plan, 2021
- Edinburg Gateway Plan: An Agenda for 2025 (Comprehensive Plan), 2005

Accomplishments

Progress and achievements resulting from past planning and implementation efforts related to Growth Capacity include:

Completion of stormwater detention ponds and upgrades (Doolittle, Schunior, Veterans).

Successful grant applications for other drainage system improvements.

Funding of the Owassa Sewer Extension Project and the North Edinburg Water Tower (one million gallons of added water storage) by the Edinburg Economic Development Corporation.

Public Works Department recognized in 2023 with the Exceptional Performance Award for Safety from the Texas Chapter of the American Public Works Association for an innovative flood management project.

Capital Projects Dashboard on City website (at the time of this Comprehensive Plan, located at: https://coe-capital-projects-hub-cityofedinburg.hub.arcgis.com/).

New Strategic Plan prepared by Edinburg Police Department (EPD, with its plan in process at the time of this Comprehensive Plan).

4.6% decrease in overall major crimes highlighted by EPD in City's 2024 Annual Report, as well as a significant increase in Driving While Intoxicated arrests through a targeted new program (overall shift to a more preventive versus reactive policing approach, along with upgrades to training, equipment, communications and community outreach).

New EPD programs and grant funding to boost its commitment to mental health awareness and support.

EPD's biannual Citizens Police Academy expanded to include a first Spanish Academy to serve Edinburg's Hispanic community.

Continued evolution of Edinburg Fire Department (EFD) to more paid firefighters, with volunteer firefighter support, also allowing for expanded community outreach and fire prevention activities.

Notable improvement in EFD response time achieved by staging MedCare EMS at the City's fire stations, starting in fall 2023.

Fire Chief currently serving as first Hispanic President of Texas Fire Marshals Association.

1st

Continued grant funding success by both EPD and EFD.

$

856 tons of material recycled in 2023 through the City's Solid Waste Management Department.

60-year permit for City's Regional Landfill secured by Solid Waste Management Department.

The High BTU Gas Generation Plant at the City's Regional Landfill continues to divert landfill gas for beneficial use (and generate revenue for the City), which also reduces the production of CO_2 gas – highlighted in the City's 2024 Annual Report as equivalent to the energy use of 462,878 homes in one year.

Key Planning Issues and Considerations

Through the Edinburg Today and Plan Direction phases of the comprehensive planning effort, numerous real and perceived community issues and needs were identified through leadership and public engagement activities, as well as through the work of the plan consultants and their interactions with community leaders of the Edinburg 2040 process and with City staff.

Key issues and considerations that led to the goals and action items in this Growth Capacity section include (along with specific points and suggestions from leadership and community input):

Near- and long-term water supply.

- Related to aspirations for ongoing growth and economic development.
- Related to pace and type of residential development and added water demand.
- Related to nonresidential land use types with significant water needs.
- Need for aggressive water conservation and supply-stretching strategies. **[FY22-23 funded item for promotion of water conservation based on Edinburg 2040 priorities.]**

Pressure on City public safety services from expanded service areas and growth in population.

- Advance planning and land acquisition for future facility needs (e.g., fire stations), especially to better serve the growing north and northwest areas of the city.
- Extent of Edinburg Fire Department service calls beyond city limits into 68 square miles of unincorporated Hidalgo County (approximately 35% of calls at time of this Comprehensive Plan), and the cost/benefit situation for the department under current cost reimbursement arrangements with the County.

Pressure on area public schools to accommodate rapid growth pace, need for coordinated growth planning.

Equity concern for new development to pay for more of its direct impacts on public infrastructure and services relative to putting an added burden on existing tax and fee payers.

Infrastructure maintenance imperative.

- Future challenge from when a generation of new infrastructure is constructed in same timeframe, meaning that major maintenance and rehabilitation points will come due at same time.

Level-of-service expectations of residents and business community.

[FY22-23 funded item to increase frequency of trash cleanup, street sweeping and power washing of streets and sidewalks for community beautification reasons based on Edinburg 2040 priorities.]

Infrastructure support for key economic development initiatives (e.g., expansion and expanded business activity at Edinburg's South Texas International Airport).

- Adequate and sustainable energy supply, including for energy-intensive industries.

Strategies for effective growth management in extraterritorial jurisdiction given state-imposed limits on previous municipal authorities (e.g., annexation, ability of property owners to petition for release from City's ETJ – and implications for public service delivery).

Extent of City's CCN ("Certificate of Convenience and Necessity") area to the north beyond the city limits that must be served.

Balancing public service demands of new growth with those of existing neighborhoods and commercial areas.

Storm drainage, and flooding risk exacerbated by climate change.

- Lessons learned from past major flood events.

Linking planning, design and public investments involving multi-purpose objectives and benefits (e.g., coordination and integration opportunities across projects involving utility infrastructure, mobility, stormwater management, neighborhood and commercial area revitalization, parks and recreation, community identity and beautification, etc.).

Advocating for Edinburg's "fair share" of state-level and regional funding given its growth pace, and pursuing related external grant and funding opportunities effectively.

Promoting regionalism in the Rio Grande Valley and pursuing all forms of partnership opportunities to improve, upgrade and finance critical infrastructure and public safety facilities and services (e.g., South Texas Water Utility Managers Association, Rio Grande Valley Partnership, etc.).

Continuing to enhance the resilience of Edinburg's public infrastructure and facilities and the community's preparedness to adjust to climate change trends, regional drought persistence and other challenges.

- Also linked to the hazard mitigation planning, along with its utility system master plans and City's Water Conservation and Drought Contingency Plan.

Need for frequent updates to utility system master plans in a rapid-growth environment.

- Need to anticipate potential land acquisition needs early given rising land costs – and land availability in key growth areas.

Importance of maintaining compliance with federal and state permitting requirements and operational standards for water and wastewater systems and treatment facilities, including preparedness to expand and upgrade facilities when certain capacity thresholds are reached.

Framework for Action

This Framework for Action portion of the Growth Capacity section builds off of the six Comprehensive Plan themes confirmed with City officials during the transition from the Edinburg Today to the Future Edinburg phase of Comprehensive Plan development — especially Planning Themes 1, 3, 4, 5 and 6 for this Growth Capacity section. The plan goals and action strategies that follow are aimed at "connecting the dots" between this set of community improvement fundamentals for Edinburg that involve:

Planning Theme 1

Leverage City infrastructure, especially for:

- ★ Growth management
- ★ Economic development

Planning Theme 2

Embrace Edinburg's university town advantage, especially in terms of:

- ★ Community spirit
- ★ Research commercialization
- ★ UTRGV community outreach and services
- ★ Graduate retention

Planning Theme 3

Go all in on asset preservation and maintenance, especially involving:

- ★ Infrastructure life-cycle tracking
- ★ Neighborhood integrity
- ★ Downtown revitalization (especially east toward I-69C)
- ★ Heritage sites and buildings
- ★ Parks, trails and recreation facilities

Planning Theme 4

Uplift people (as a core principle of Edinburg 2040), especially involving:

- ★ Economic security
- ★ Health and wellness
- ★ Safety
- ★ Equity
- ★ La buena vida (the good life)!

Planning Theme 5

Pursue opportunity in scarcity and abundance, especially involving:

- ★ Methods to extend water supply – a relatively scarce resource for Edinburg and the Lower Rio Grande Valley
- ★ Productive re-use of the regional waste stream – a relatively abundant resource for Edinburg since it hosts a major regional landfill for solid waste disposal
- ★ Edinburg being a leader in mitigating the effects of a changing climate

Planning Theme 6

Promote regionalism, especially in the areas of:

- ★ Economy
- ★ Mobility
- ★ Water
- ★ Drainage
- ★ Education
- ★ Healthcare
- ★ Tourism
- ★ Advocacy for the interests and priorities of Lower Rio Grande Valley communities and their residents and businesses

Goals for Growth Capacity

A Goal is …

a statement of a desired outcome (“end”) toward which efforts are directed as expressed by more specific objectives and action steps (“means”).

The actions in this Growth Capacity section involve tangible steps that will lead to achievement of the following goals:

Goal 1

Adequate capacity of public infrastructure,
and across key public services functions, to accommodate Edinburg’s projected population growth and associated land development activity.

Goal 1: Associated Plan Themes

Leverage City Infrastructure

Asset Preservation and Maintenance

Uplift People

Pursue Opportunity in Scarcity and Abundance

Promote Regionalism

Goal 2

A growth trend and pattern in which new development in edge locations is balanced with ongoing promotion of infill development and adaptive re-use of properties in areas with public infrastructure and services already in place and/or prioritized for improvement.

Goal 2: Associated Plan Themes

Leverage City Infrastructure

Asset Preservation and Maintenance

Uplift People

1st

Goal 3

Pro-active planning and investment in ongoing maintenance and upgrades to public infrastructure and facilities, balancing new and extended infrastructure to support first-time development with necessary and equitable funding to rehabilitate aging components in previously developed areas.

Goal 3: Associated Plan Themes

Leverage City Infrastructure

Asset Preservation and Maintenance

Uplift People

1st

Goal 4

Ongoing support for continual improvement in police and fire capabilities to maintain the responsiveness expected by Edinburg residents and provide a safe and secure environment as the city grows.

Goal 4: Associated Plan Themes

Asset Preservation and Maintenance

Uplift People

Goal 5

Ongoing collaboration with various partner agencies and organizations to advance strategies and projects that address regional issues involving water supply, utility infrastructure, flooding risk and emergency response, especially to:

- bolster Edinburg's resilience and readiness to deal with and recover from natural hazards while also preparing for the implications of a changing climate;
- promote sustainable practices, especially effective management of public utilities to minimize adverse effects on the natural environment, along with Edinburg's economic and fiscal sustainability; and to
- support ongoing efforts to streamline public service delivery and provide for the long-term fiscal health of City government, including by applying technology and by promoting and implementing energy-, water- and waste-reducing "green" practices.

Goal 5: Associated Plan Themes

Leverage City Infrastructure

Asset Preservation and Maintenance

Uplift People

Pursue Opportunity in Scarcity and Abundance

Promote Regionalism

Resilience is …

the ability to prepare for, absorb, recover from, and more successfully adapt to adverse events.

National Academy of Sciences

Actions for Growth Capacity

The actions below are categorized into the five types of plan implementation actions highlighted throughout this plan:

Capital Investments

Programs and Initiatives

Regulations and Standards

Partnerships and Coordination

More Targeted Planning / Study

Additionally, items with an asterisk (*) in the table below are adapted from the results of the Edinburg 2040 strategic planning process, especially from the 2040 committees focused on Transportation Mobility / Connectivity / Drainage, Public Safety and Economic Development / Innovation / Entrepreneurship / Workforce.

Plan Actions Involve …

seizing a special opportunity or addressing a particular challenge one faces, given limited resources — financial and otherwise — and recognizing that various routine and ongoing activities will continue in the meantime.

Action Leaders

With the support and direction of City leaders and management, action leaders and other key players for most initiatives involving Growth Capacity will include:

- City of Edinburg departments, especially the City Manager's office, Engineering, Public Works, Utilities, Planning and Zoning, Police, Fire, Solid Waste Management and Grants Administration
- Edinburg Economic Development Corporation (EEDC) and its Board of Directors
- City boards and commissions, especially:
  - Community Development Council
  - Economic Development Corporation Board of Directors
  - Edinburg 2040 committees, especially Transportation / Mobility / Connectivity / Drainage, and Public Safety
  - Environment Advisory Board
  - Planning and Zoning Commission
  - Public Safety Board

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
	Capital Investments		
1	To keep pace with Edinburg's rapid growth, continue prioritizing capital projects related to public utility infrastructure and facilities (water, wastewater, storm drainage, local government buildings/sites, etc.) through a multi-year capital improvement planning process, to plan ahead for project financing needs (and early land acquisition where crucial), ensure appropriate sequencing of interrelated projects, and raise community and private investor awareness of the area's public infrastructure / facilities outlook and priorities. Use of inter-departmental working groups for annual and ongoing capital improvements planning is a best practice, especially to coordinate on sequencing considerations for or across multiple inter-related projects.	1, 3, 4	➤ **City Engineering** ➤ City Utilities ➤ City Public Works ➤ City Finance ➤ City Planning & Zoning ➤ All City departments with capital project needs and involvement
2	Utilizing recommendations of the City's updated utility system master plans, continue implementing key system improvements, along with phased maintenance and replacement of aged and undersized system components. Prioritize projects based on facility condition and cost of failure, along with other cost/benefit considerations.	1, 2, 3	➤ **City Engineering** ➤ City Utilities ➤ City Public Works
3	Continue capital improvements and operational practices to maintain the City's "Superior Public Water Supply" system rating by the Texas Commission on Environmental Quality.	1, 3	➤ **City Utilities** ➤ City Engineering ➤ City Public Works
4	Larger office for police staff.* This should be part of a plan for longer-term EPD and Municipal Court space needs, especially to better serve north side growth. EPD also needs a firing range dedicated for its use.	1, 4	➤ **City Manager's office** ➤ City Police Department ➤ City Engineering
5	Plan and budget for a next fire station (north) and rehabilitation of older current stations, as well as EFD's heavily-used fire training facility (largest in the Valley).	1, 3, 4	➤ **City Manager's office** ➤ City Fire Department ➤ City Engineering
	Programs and Initiatives		
6	Continue steps to secure Edinburg's long-term water supply, involving both ground and surface water sources.	1, 5	➤ **City Engineering** ➤ City Utilities
7	Follow an asset management planning and life-cycle strategy for tracking the condition and anticipating the timing of needed maintenance, rehabilitation or ultimately replacement of all components of public infrastructure and other facilities. **Related Edinburg 2040 action item:** ➤ Develop strategic relationships at UTRGV in order to develop partnerships to perform studies, models, simulations by graduate students for infrastructure function and performance modeling.*	1, 3, 4, 5	➤ **City Engineering** ➤ City Utilities ➤ City Public Works ➤ UTRGV

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
8	Continue a territorial growth and annexation strategy based on more limited municipal authority in recent years, including the use of public/private development agreements, Strategic Partnership Agreements, limited-purpose annexation, and consideration – or active solicitation – of property owner petitions for voluntary annexation or ETJ inclusion (in areas that further City goals and/or with associated development agreements that address service provision, compliance with City development and building codes and standards, and potential cost-sharing arrangements).	1, 2, 3	➤ **City Manager's office** ➤ City Planning & Zoning ➤ Real estate/ development community
9	Pursue infill development and revitalization strategies that make it more realistic for more of the area's projected growth to be absorbed within the interior of and contiguous to the Edinburg city limits.	2, 3	➤ **City Planning & Zoning** ➤ EEDC ➤ Real estate/ development community
10	Maintain budget and community support to continue the Edinburg Police Department's accreditation through the voluntary Law Enforcement Accreditation Program of the Texas Police Chiefs Association, and to support the Edinburg Fire Department as it works to reach a Class 2 versus 3 rating through the Insurance Services Office (ISO) evaluation system (on a scale of 1 to 10, with a 1 rating the best, rarest and most prestigious).	1, 3, 4	➤ **City Manager's office** ➤ City Police Department ➤ City Fire Department ➤ City Grants Administration ➤ City Communications & Media
11	If not already part of the City's stormwater management strategy, establish an "Adopt a Drain" program to encourage citizen participation, refresh understanding of watersheds, and ensure that stormwater inlets and other facilities are clear prior to major storm events. Such grass-roots buy-in can benefit the community by reducing nuisance flooding in neighborhoods and aiding the overall system performance by preventing solids accumulation that can disrupt stormwater flow.	3	➤ **City Utilities** ➤ City Public Works ➤ City Communications & Media
12	Evaluate opportunities to manage stormwater through green infrastructure methods on publicly-owned properties, in coordination with partners, and to demonstrate effective methods for use on private properties. One approach is to install pervious pavement and pilot demonstrations of infiltration ditches and bioswales to reduce nuisance flooding in targeted neighborhood areas and edge growth locations. With minimal investment, a proof-of-concept installation can be constructed to provide residents, commercial property owners and other stakeholders an opportunity to familiarize themselves with these methods and their potential benefits.	1, 3, 5	➤ **City Engineering** ➤ City Utilities ➤ City Public Works ➤ City departments with candidate sites and facilities ➤ UTRGV

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
13	Keep abreast of water conservation technologies and best management practices while promoting wise water use throughout the city, including through related grant opportunities, and as another way to extend water system capacity.	1, 3, 5	➤ **City Utilities** ➤ City Engineering ➤ City Grants Administration ➤ City Communications & Media ➤ Region M Planning Group for regional water planning
14	Continue to utilize best management practices for publicly-maintained open spaces and facilities, such as efficient mowing, xeriscape (i.e., low-water, low-maintenance, and native plantings), reduced pesticide use, and energy and water conservation. **Related Edinburg 2040 action items include:** ➤ Incorporate gardens with native landscaping at every park (pollinator gardens).* ➤ Use drip irrigation from recycled water.*	3, 5	➤ **City Public Works** ➤ City Parks & Recreation
15	Identify lead persons and points of coordination across departments, along with targeted staff training, to advance green practices and enhanced resiliency within local government. This can include modified operations and maintenance practices that reduce water and energy use, stormwater runoff and the need for detention, and wastewater and solid waste generation.	3, 5	➤ **City Manager's office** ➤ City Utilities ➤ City Engineering ➤ City Public Works ➤ UTRGV
16	Continually evaluate new technologies and options for improving public service delivery and communications/outreach, especially where this will contain costs and postpone the need for additional staffing. Also identify lead persons and points of coordination across all relevant functions – and with partner public agencies, as appropriate – to share effective technology tools and practices and potentially coordinate on training needs.	3, 4, 5	➤ **City Information Technology** ➤ City Communications & Media ➤ City Police Department (use of drones to support first response) ➤ All other City departments
17	Increase of [police] personnel for communications as the city is growing.* Also add more certified police officers to work toward meeting the Federal Bureau of Investigation standard for municipal police departments of 2 officers per 1,000 residents.	1, 4	➤ **City Manager's office** ➤ City Police Department ➤ City Grants Administration

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
18	Add more firefighters.* This is especially needed to meet staffing standards for stations and fire apparatus (vehicles) and to work toward meeting a target average response time of 5.5 minutes.	1, 4	➤ **City Manager's office** ➤ City Fire Department ➤ City Grants Administration
	Regulations and Standards		
19	Update the City's development regulations to modify or add provisions and standards based on recommendations in a next update of the City's drainage master plan, along with consideration of changes that may be necessary due to evolving climate trends and weather patterns.	1, 5	➤ **City Planning & Zoning** ➤ City Engineering
20	Ensure consistency across adopted design and construction standards, development regulations and other relevant policies and criteria whenever new plans and studies are completed, such as utility system master plans.	1	➤ **City Planning & Zoning** ➤ City Engineering
21	Consider encouraging and incentivizing Low Impact Development (LID) standards through the City's development regulations and engineering design specifications, as well as designing such methods into public improvement projects in Edinburg's older established neighborhoods for more cost-effective and environmentally beneficial outcomes.	1, 3, 5	➤ **City Planning & Zoning** ➤ City Engineering ➤ UTRGV
22	Keep abreast of further potential evolution in Texas enabling statutes involving annexation and ETJ management. Except for the most strategic exceptions, the City should not extend its utility infrastructure or other services into the ETJ without requiring annexation as a condition of such service provision, or by ensuring adequate cost recovery through development agreements or other means.	2	➤ **City Attorney** ➤ City Manager's office ➤ City Planning & Zoning ➤ City Engineering ➤ City Utilities
	Partnerships and Coordination		
23	Continue grant pursuits to leverage local resources with regional, state and federal funding for infrastructure improvements.	1, 3, 4, 5	➤ **City Grants Administration** ➤ All other City department with grant opportunities
24	Continue interaction with Hidalgo County in support of the City's Fire Department given EFD's various challenges in responding to service calls in the county's developing unincorporated areas (e.g., basic cost of EFD response relative to current reimbursement, now up to 15 miles to most distant calls in county, colonia situations, plus problems with fire hydrant installation due to liability aspect between EFD, County and private water companies).	4, 5	➤ **City Manager's office** ➤ City Fire Department ➤ Hidalgo County ➤ Other area water providers

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
25	Along with maintaining the City's Emergency Management Plan, continue collaboration with Hidalgo County and other area cities on countywide multi-hazard mitigation planning, which maintains the area's eligibility for related grant opportunities especially through the Federal Emergency Management Agency (FEMA).	5	➤ **City Fire Department** ➤ City Police Department ➤ All other involved City departments ➤ City Grants Administration ➤ Hidalgo County Emergency Management
26	Follow the numerous state and national agencies and organizations with publications, technical assistance, grant and funding opportunities, and other guidance and resources for local governments involving technology application, green practices, and community resiliency (especially the Texas Municipal League, International City/County Management Association, American Planning Association, U.S. Green Building Council, Esri, and Governing magazine, among others).	1, 3, 4, 5	➤ **City Engineering** ➤ City Utilities ➤ City Planning & Zoning ➤ City Manager's office ➤ City Grants Administration
More Targeted Planning / Study			

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
27	Complete fresh master plans for the City's water, wastewater and storm drainage systems, which require more frequent full and interim updates in Edinburg's situation given the rapid pace of growth and changing physical conditions in and around the city. Such planning efforts typically involve comprehensive analysis of all components of the existing systems and anticipated future needs indicated by growth and build-out projections. Proper planning helps to ensure ongoing compliance with strict state and federal regulatory standards, as well as providing for the orderly extension and upgrading of properly-sized water distribution lines, wastewater collection lines and storm sewer lines and other drainage improvements when and where needed. Maintaining up-to-date master plans will be highly beneficial for the City as the plans' findings and recommendations are an essential input to multi-year capital improvements programming, budgeting and any related grant pursuits to leverage local dollars with external funding sources. **Related Edinburg 2040 action item:** ➤ Create/perform a master drainage plan.* Such a planning effort is typically based on comprehensive analysis of area watersheds beyond the existing city limits and an assessment of all existing stormwater infrastructure. Along with identifying flooding issues and risk across the area, the plan should provide goals and strategies for mitigating adverse outcomes in identified areas of concern. Maintaining an up-to-date master plan will be highly beneficial for the City for the same reasons cited above. The master plan process should also highlight inter-related community planning objectives involving recreational enhancements through multi-objective site/facility design, potential annexation activity with more effective stormwater management among the motivations, and opportunities for greater intergovernmental cooperation.	1, 3, 5	➤ **City Engineering** ➤ City Utilities ➤ City Planning & Zoning
28	Perform the study necessary to evaluate impact assessment fees for infrastructure and drainage projects.*	1, 2	➤ **City Engineering** ➤ City Planning & Zoning ➤ City Utilities
29	Implement priority actions in the Edinburg Police Department's new Strategic Plan, and consider conducting a similar strategic planning process for the Fire Department.	1, 3, 4	➤ **City Police Department** ➤ City Manager's office ➤ City Fire Department ➤ City Grants Administration

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
30	Consider and explore geothermal energy as a potential power source for the new wastewater treatment plant.*	5	➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration ➤ UTRGV

As also highlighted in the Economic Development section of this Comprehensive Plan, the following additional actions were recommended by the Edinburg 2040 committee focused on Economic Development / Innovation / Entrepreneurship / Workforce. These actions also relate to this Growth Capacity section of this Comprehensive Plan, and they are very much in keeping with the Comprehensive Plan theme of Pursuing Opportunity in Scarcity and Abundance:

- Promote energy and water conservation as an earth-friendly habit (especially in schools with Edinburg CISD).
- Pursue the future development of a brackish water desalination plant.
- Investigate ASR (Aquifer Storage and Recovery) using pretreated or untreated runoff water.
- Facilitate community solar projects for lower-income neighborhoods.

Ongoing and Potential Partners Related to Growth Capacity

Along with the Action Leaders and Key Partners called out in the table above, the following agencies and entities are also established or potential partners for helping Edinburg achieve its goals for Growth Capacity:

- Cities of McAllen, Pharr, San Juan, Mission and other nearby cities
- Edinburg Consolidated Independent School District (ECISD) and other area districts
- Lower Rio Grande Valley Development Council
- Other area public safety agencies, through mutual-aid interactions and staffing for major events (municipal, volunteer, school districts, UTRGV, etc.)
- Real estate/development community
- Region M Planning Group for regional water planning with Texas Water Development Board
- Rio Grande Valley Partnership
- RGV Stormwater Task Force
- South Texas Police Chiefs Association
- South Texas Water Utility Managers Association
- Texas A&M Task Force 1 (urban search and rescue)
- Texas Anti-Gang (TAG) program (statewide and regional coordination, grants and regional TAG center in McAllen)
- Utility providers
- UTRGV

Population Outlook for Edinburg

Population projections are an important component of a long-range planning process. They help determine and quantify the demands that will be placed on public facilities and services based on the potential pace and scale of the community's physical growth. Projections reflect local, regional, national and even international trends and offer a basis to prepare for the future. However, forecasting population changes can be challenging, particularly for the long term, because it is often difficult to account for all circumstances that may arise. In fact, demographers caution that population projections become trickier as the geographic area gets smaller, making city-level population the most difficult to forecast. This is because local population change is strongly influenced by less predictable factors such as housing prices and options, availability of vacant land to develop, results from economic development efforts, and potential future annexation of additional territory, which may already have existing residents and results in an instant increase in the citywide total.

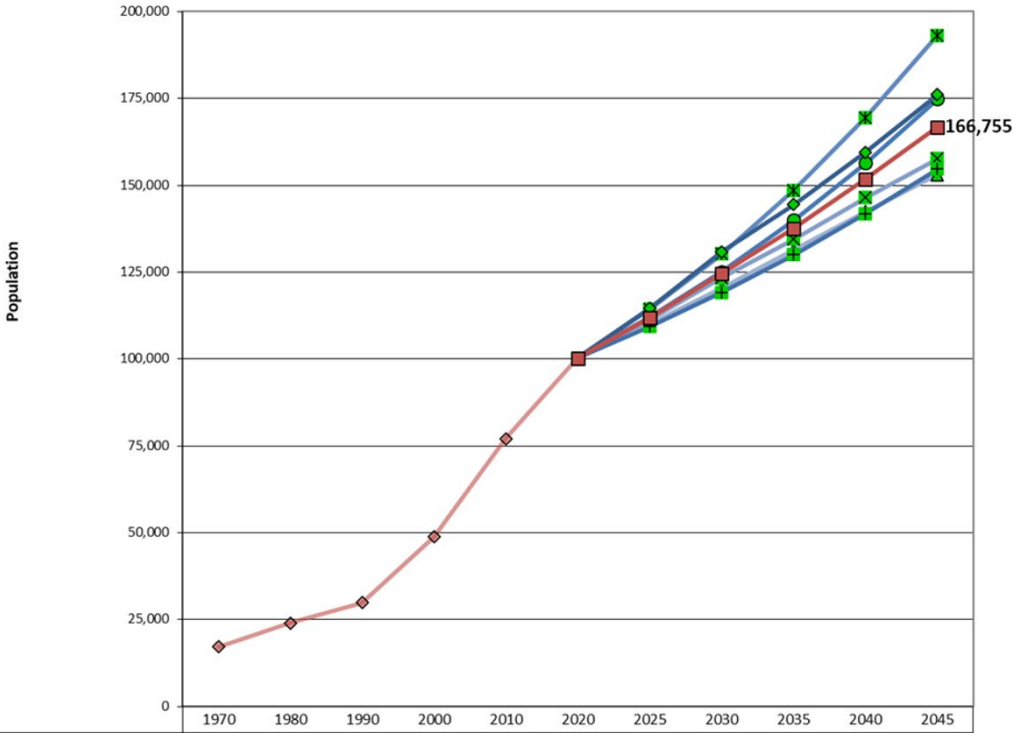
Therefore, it will be important for the City to monitor population and economic growth continually to account for both short- and longer-term shifts that can influence development activity and trends in the community and larger region. The population projections chart below provides a comparison of multiple potential scenarios for future in-city population change in Edinburg. The projections build on the Census 2020 population count of 100,243 persons, and they identify potential population levels in five-year increments out to 2045.

Bottom Line

It is wise for cities to think in terms of a range of potential growth rather than an absolute number given the uncertainty of any small-area forecast that extends beyond a few years. Generalizing from the various scenario outcomes below, **it is assumed for this Comprehensive Plan that Edinburg's 2045 in-city population will fall within a forecast range of 155,000 to 190,000 persons** (and these numbers are based on the May 2024 city limits, meaning the projections would need to be revisited if the City annexes significant additional land that has existing population and/or the potential for more development and population growth).

The projection line labeled Average on the chart represents a calculated midpoint among the different scenarios. The Average line indicates that **Edinburg would surpass the 150,000 population threshold in-city shortly before 2040 and grow to nearly 167,000 residents by 2045.** This would mean an **additional 66,512 residents from 2020,** implying that **Edinburg could add the equivalent of two-thirds (66.4%) of its Census 2020 population by 2045.** The midpoint projection would put Edinburg's population at 111,800 in 2025; 124,686 in 2030; 137,627 in 2035; and 151,824 in 2040.

Edinburg Population Projection Scenarios through 2045



	1970	1980	1990	2000	2010	2020	2025	2030	2035	2040	2045
Historical Data (City Limits)	17,163	24,075	29,885	48,863	77,100	100,243					
Trending County Step Down (increasing City share)						100,243	109,978	120,398	131,397	142,505	153,096
Steady Numeric Growth (23,143 per decade)						100,243	111,214	123,386	134,461	146,529	157,676
Steady Growth Rate (2.7% per year)						100,243	114,302	130,333	148,612	169,455	193,221
Assumed Annual Growth Rate (2.25%)						100,243	112,039	125,224	139,960	156,430	174,838
Assumed Annual Growth Rate (1.75%)						100,243	109,327	119,233	130,038	141,822	154,673
Assumed Lower Annual Growth Rate After 2030						100,243	114,527	130,845	144,464	159,500	176,101
AVERAGE (City Limits)						100,243	111,800	124,686	137,627	151,824	166,755

SOURCE: U.S. Census Bureau, Texas Demographic Center, Kendig Keast Collaborative.

**Click to Enlarge Chart*

Projections Based on Varying Quantities and Rates of Growth from Recent Trend

The **Steady Growth Rate scenario produces the highest 2045 projection at just over 193,000 residents** (nearly doubling the Census 2020 population count, with 92.8% growth from 2020 to 2045). This projection method assumes that the compound annual growth rate the city experienced from 2010 to 2020 (2.7%) will continue each year through the 20-year projection period.

By comparison, the **Steady Numeric Growth scenario leads to only 157,676 residents in 2045** (57.3% growth from Census 2020). The lower outcome is because it is a "straight-line" projection method in which a steady number of people is added to the population every decade (23,143 persons in Edinburg's case, the same as was added from 2010 to 2020). The prior steady-rate method produces higher numbers over time because the number of new residents added gets larger each decade while the rate of growth stays constant (2.7% in this case). This is similar to the power of compound growth in a savings account; the interest (i.e., growth) rate may not change, but it is being applied to an ever-expanding balance, resulting in larger and larger interest earnings over time. The Steady Numeric Growth method results in a declining rate of growth over time as the same new quantity of people is being added each decade to an ever-expanding base.

Projections Based on Assumed Rates of Growth versus Recent Trend

While the prior scenarios involve typical projection methods of extending historical trends to future years, the three Assumed Growth Rate scenarios consider the potential outcomes from varying Edinburg's compound annual growth rate in future years:

- The first such scenario, labeled **Assumed Annual Growth Rate (2.25%),** is based on a steady compound annual growth rate of 2.25% per year from 2020 through 2045. Even this slight reduction from the annual 2.7% rate assumed in the Steady Growth Rate scenario produces nearly 20,000 fewer added residents by 2045, at **174,838** (74.4% growth from Census 2020).
- The second scenario, labeled **Assumed Annual Growth Rate (1.75%),** lowers the annual growth rate assumption even more, in case Edinburg's population growth were to begin to moderate over the next few decades. This leads to roughly another 20,000-person drop in the 2045 population, to **154,673** (54.3% growth from Census 2020). Even this annual rate of growth would be a rapid pace for many cities to keep up with, especially when already providing municipal services to more than 100,000 existing residents.
- The third scenario, labeled **Assumed Lower Annual Growth Rate After 2030,** considers a situation where Edinburg continues to grow at 2.7% annually through the rest of this decade before leveling off to a still fast-paced clip of 2% per year through 2045. This scenario leads to a 2045 population of **176,101** (75.7% growth from Census 2020). This is slightly higher than the 2.25% scenario but well below the 193,221 outcome in the highest scenario (Steady Growth Rate of 2.7% throughout the projection period). The eventual reduction in growth rate could reflect a slower pace of area home construction as land costs rise, as water availability becomes a greater constraint, or due to various other factors. Also, growth percentages tend to moderate naturally over time as the overall "pie" continues to expand; otherwise, ever larger quantities of people and homes would be added year after year if the growth rate remained steady over several decades.

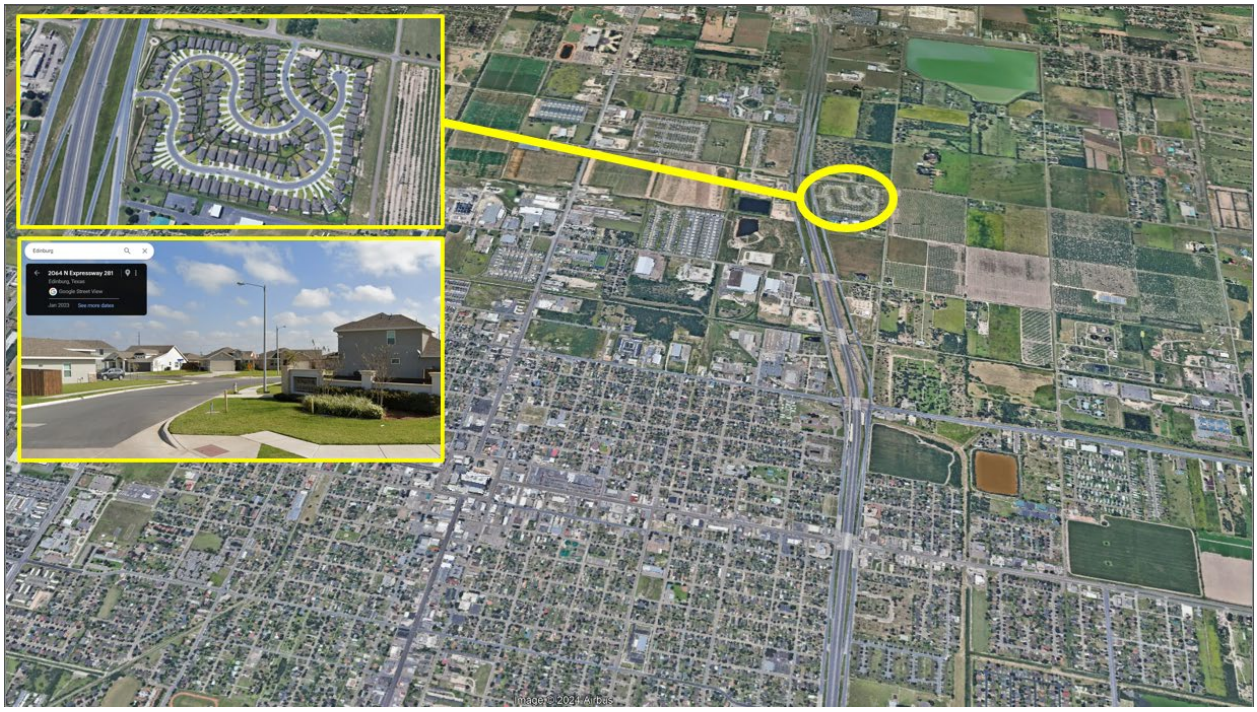
Projection Based on Local Share of County-Level Growth

Finally, the **County Step Down scenario produces the lowest 2045 projection with approximately 153,100 residents** (52.7% growth from Census 2000) – resulting in roughly 40,000 fewer residents than the Steady Growth Rate scenario. This Step Down projection method considers the trend in city share of the countywide population in past decades and prospects for the city's future share (Edinburg was 11.5% of the Hidalgo County population in Census 2020, and the projection assumes the city will trend upward to 15% in 2045). The results of the other projection scenarios suggest that Edinburg will account for an even larger share of the Hidalgo County population several decades from now than current trends might indicate (i.e., Edinburg's growth will outpace overall countywide population growth even more).

Physical Implications of Projected Growth

The calculated midpoint projection from the chart above indicates that Edinburg could have 166,755 residents by 2045. To illustrate what this potential level of growth could mean for Edinburg, the Sonador Coves subdivision in northeast Edinburg, along the east side of I-69C, was randomly selected to help quantify and visualize the implications. The accompanying aerial view of Sonador Coves, from summer 2024, shows an existing neighborhood of 131 single-family detached homes. Based on some further calculations below:

- A 2045 Edinburg population of 166,755 would mean 61,302 additional residents relative to the population estimate of 105,453 announced at the Edinburg State of the City event in March 2024.



- Edinburg would need approximately 19,900 more housing units by 2045 to accommodate this added population based on an average household size of 3.08 persons (per the newest U.S. Census Bureau estimate for 2022).
- With 131 homes in Sonador Coves, Edinburg would need 152 more such subdivisions by 2045 for the calculated housing need.

With regard to just single-family homes, ongoing tracking by the City showed that 667 new single-family dwellings were constructed in Edinburg in 2023 (relative to previous highs between 500 and 520 homes per year in 2017 and 2020-22). Through May 2024, 380 single-family homes had been built in five months – already 57% toward the highest annual peak of 667 in 2023.

As with the necessary year-to-year tracking of actual population growth relative to earlier projections, trends in Edinburg's housing mix should also be monitored as average household size differs among housing types. In many communities, the number of persons per household in multi-family housing is often somewhat lower than in single-family detached homes – and this is also affected by the age distribution of the local population (i.e., potential for lower average household sizes depending on the extent of young singles, "empty nesters," seniors living alone, etc.). As of 2022, the Census Bureau estimated that 44.7% of Edinburg's housing stock was renter-occupied relative to owner-occupied housing. The land area needed for new housing will also be lower if more of the added population is absorbed into housing types other than single-family detached homes.

Monitoring Population Outlook Over Time

As explained above, all of these scenarios are projections of what could occur in Edinburg over the next several decades based on recent trends and/or specified assumptions. Some communities choose to adopt more conservative assumptions due to concerns about their growth capacity and/or the implications of growth in terms of density of development, increasing traffic, school impacts, loss of open space or other factors. On the other hand, some officials wish for their community to set its sights higher and aim to grow beyond the projected level in the coming decades.

The midpoint projection could be exceeded if the City of Edinburg promotes growth more aggressively through programs that incentivize new development or redevelopment/infill, or if it brings more population and/or growth areas into the city through annexation. Other key factors include:

- The extent of available, developable land in Edinburg that actually transitions to residential use, the pace and timing of such land development activity, and the housing types and densities involved;
- The projected capacity of the City's infrastructure and public services (and of Edinburg CISD and other area public school systems) to accommodate this growth in future years; and
- Community values and preferences regarding growth, which ultimately translates into capital projects and public services planning.

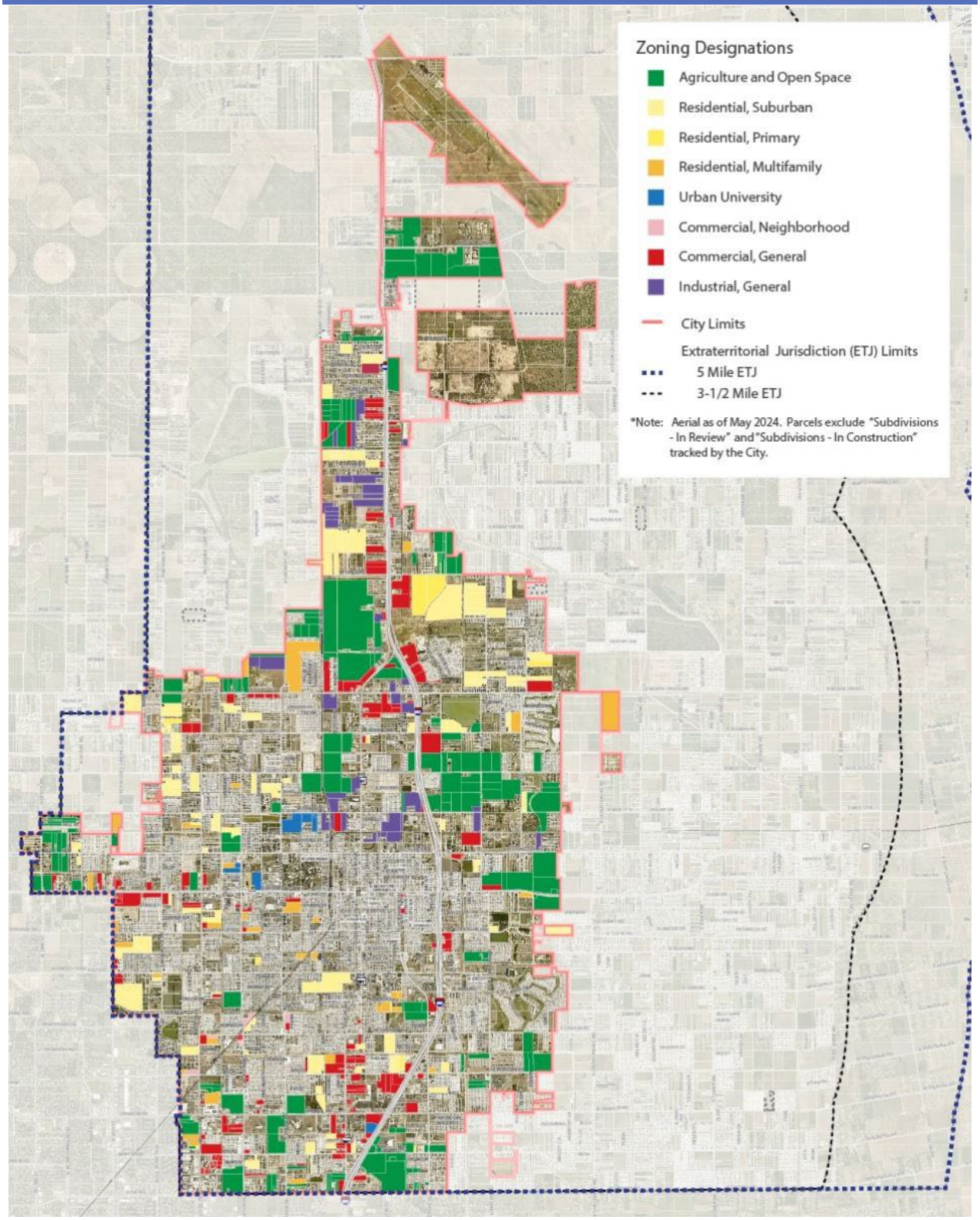
As emphasized several times in this discussion, the next step after any such projections is immediate and ongoing tracking of actual growth year to year. That way, assumptions and projections can be adjusted through annual reviews and periodic updates of this Comprehensive Plan. Finally, available data and/or local studies on trends in daytime population – the influx of workers and visitors who come into a hub community like Edinburg on most weekdays and/or weekends – is another critical factor for gauging and anticipating cumulative demands on local infrastructure and public services.

Remaining Land Outlook

A next step after considering Edinburg's population outlook was to assess the extent of remaining land potentially available for development inside the city limits (as of July 2024), then within the much more extensive ETJ. The reason for saying "potentially" available is that constraints such as availability of utilities and street access, location of property within a flood zone, land use or density allowances that come with current zoning, or other factors could limit to what extent land is developable – at least in the near term.

The first map below shows the results of this assessment within the city limits, also indicating the current zoning of such property. As noted on the map, this inventory looked beyond subdivisions that the City tracks and reports online as: (1) proposed and already in review; and (2) already under construction. The second map below then shows the same results for both city limits and ETJ, with the caveat that Edinburg and other Texas cities have zoning authority only within their city limits. But Texas cities do have the ability to review and approve subdivisions within their ETJs in coordination with County government.

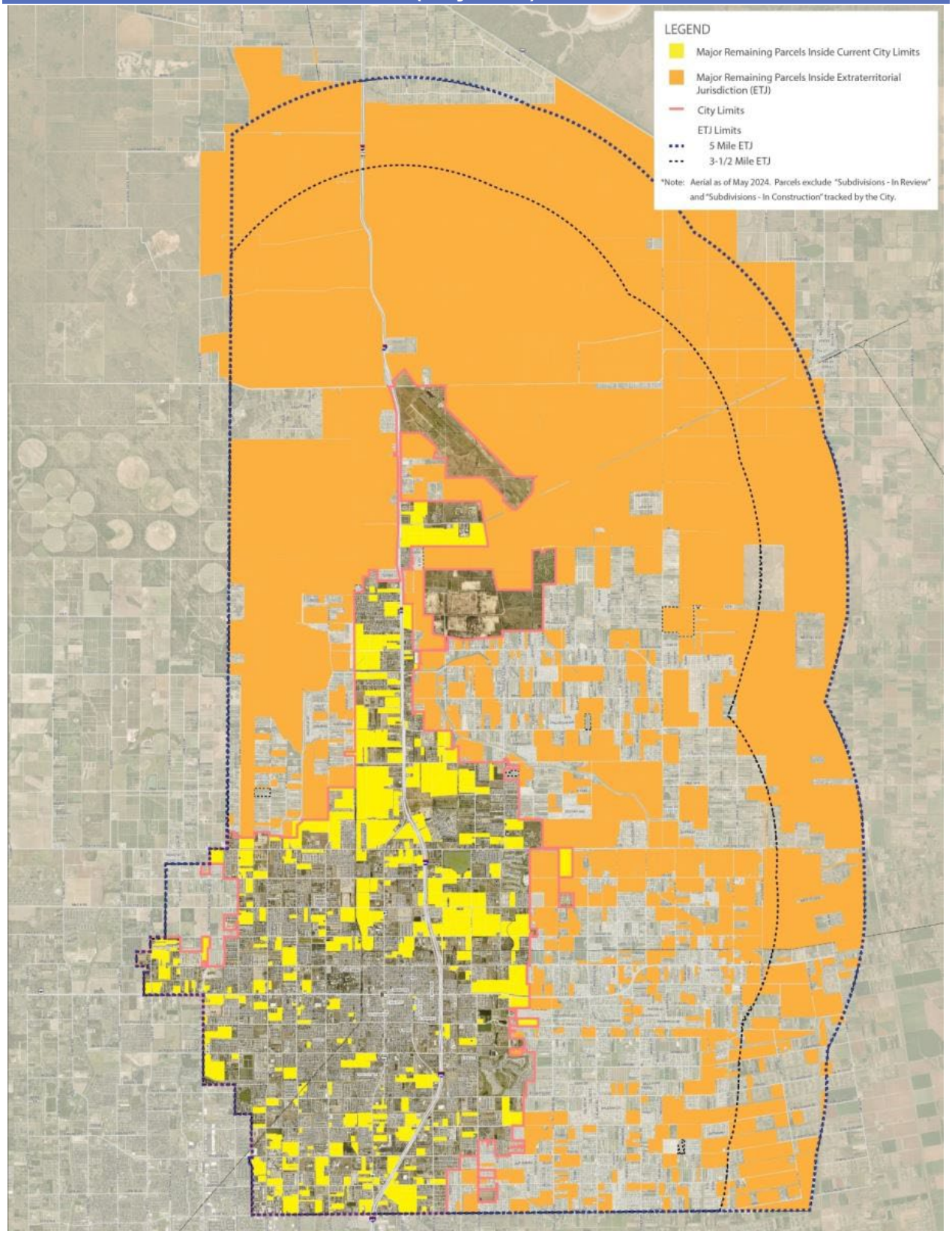
MAP 0a: Remaining Land within Edinburg City Limits (July 2024)



SOURCE: Kendig Keast Collaborative.

**Click to Enlarge Map*

MAP 0b: Remaining Land within Edinburg City Limits and Extraterritorial Jurisdiction (July 2024)



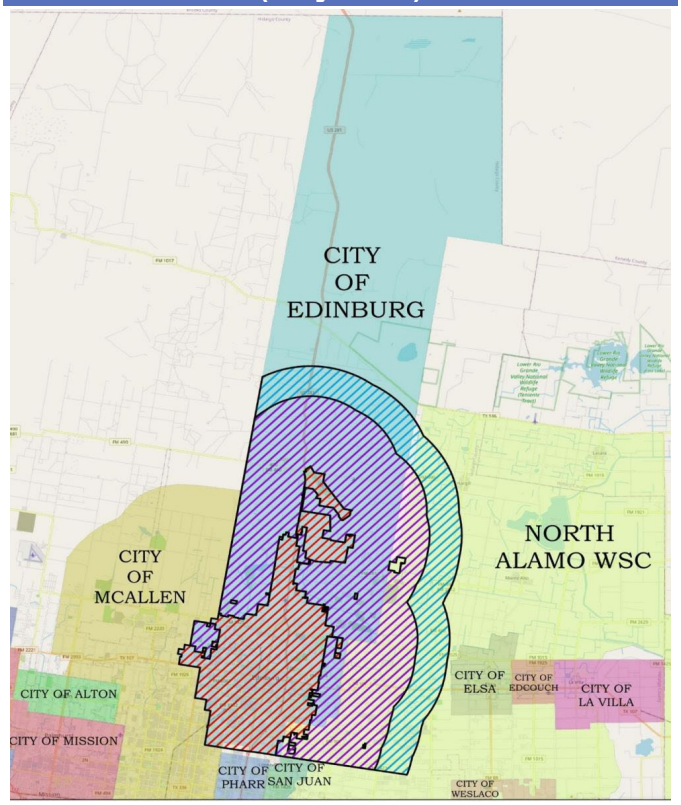
SOURCE: Kendig Keast Collaborative.

**Click to Enlarge Map*

Infrastructure Outlook

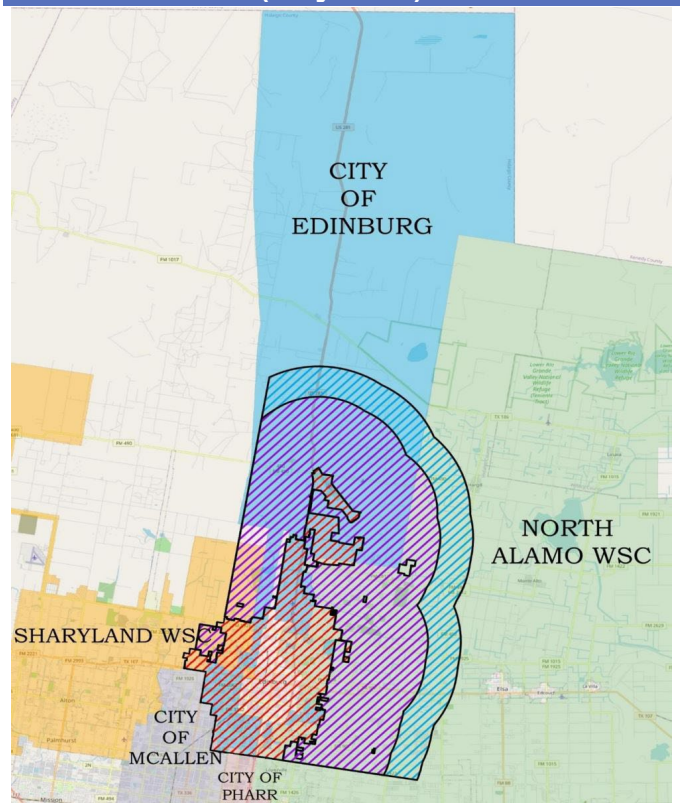
This portion of the Growth Capacity assessment is based on available mapping and data plus discussions with key City departments and staff. The first two maps below show the current status of service areas and lead providers (as of July 2024) for the Edinburg area.

Service Areas for Sanitary Sewer (July 2024)



SOURCE: City of Edinburg

Service Areas for Water (July 2024)



SOURCE: City of Edinburg

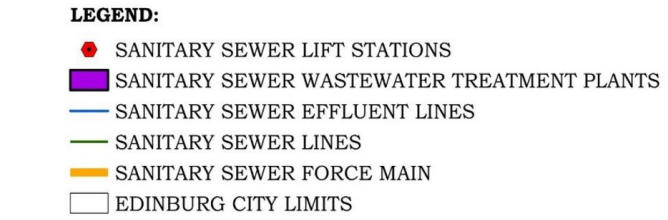
**Click to Enlarge Maps*

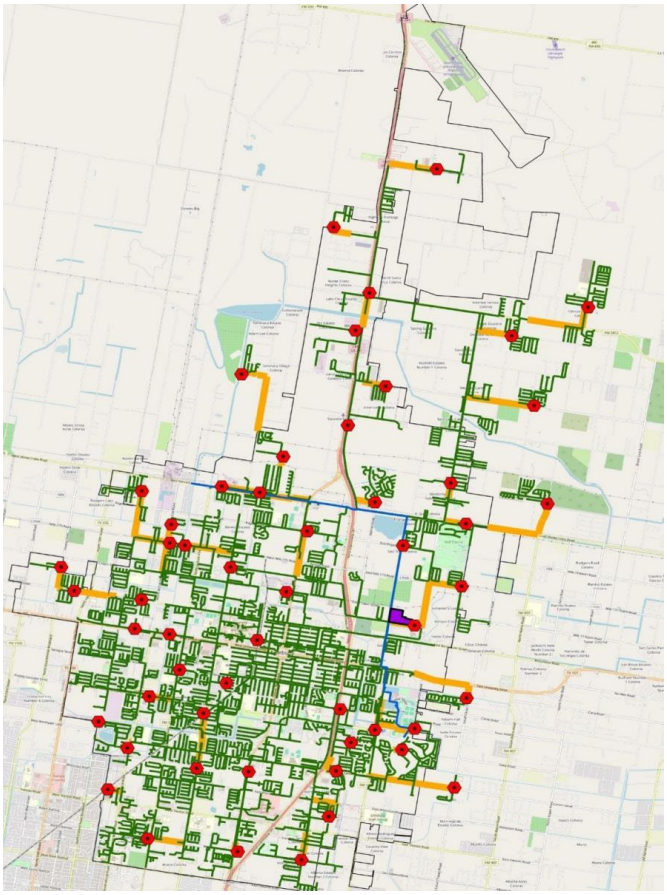
One important take-away from these maps is that utility service areas do not always coincide with municipal boundaries or ETJs. The sanitary sewer service area of the North Alamo Water Supply Company currently overlaps with portions of Edinburg's ETJ and some small areas within the city limits, while the cities of McAllen and San Juan have service areas immediately adjacent to Edinburg. Meanwhile, the water service areas of the cities of McAllen and Pharr, and of the North Alamo Water Supply Company and the Sharyland Water Supply Corporation, all overlap Edinburg's municipal jurisdiction to some extent.

Both maps also illustrate that the City of Edinburg is the lead provider for both sanitary sewer and water service well north of its current city limits and ETJ (as determined by state oversight of which entity holds the Certificate of Convenience and Necessity, or CCN, for a particular area, which gives a public utility the exclusive right to provide retail water or sewer utility service to an identified geographic area).

The next two maps below show the current extent of, and components within, the City's sanitary sewer collection system and the water distribution system (as of July 2024), respectively.

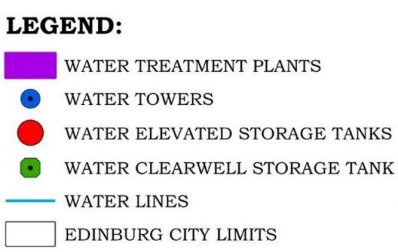
Current City Sanitary Sewer System (July 2024)

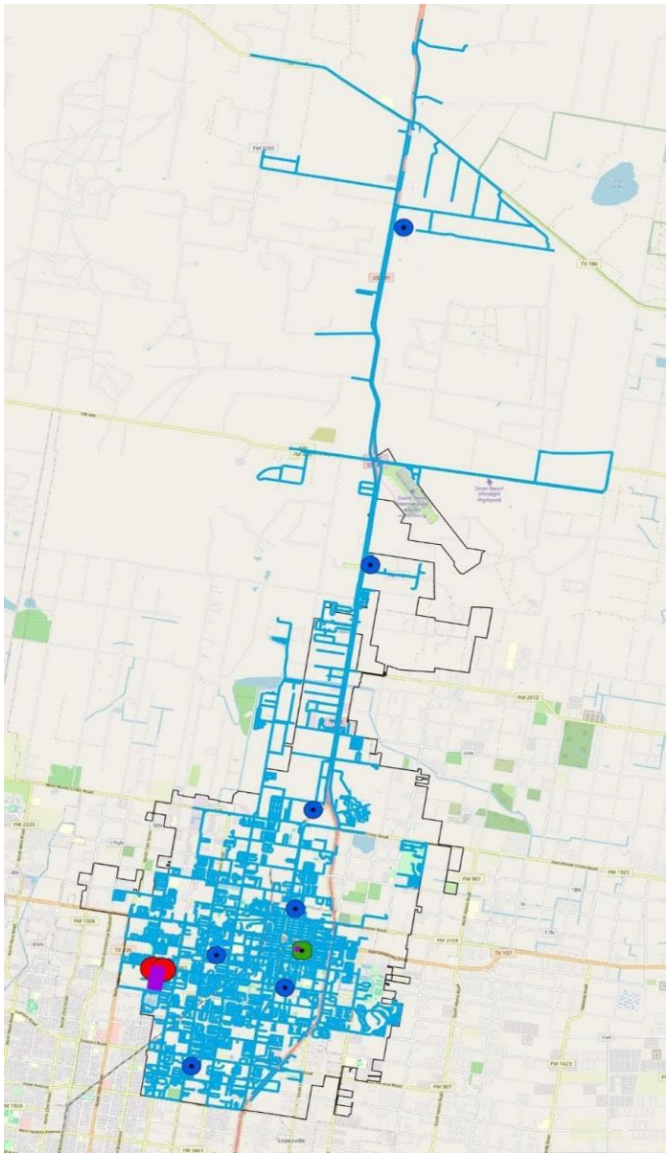




SOURCE: City of Edinburg.

Current City Water System (July 2024)





SOURCE: City of Edinburg.

**Click to Enlarge Maps*

Status of Wastewater Treatment Capacity

The very latest status of the City's wastewater treatment capability, amid a period of rapid land development and associated population growth, included the following points:

- The sanitary sewer system had 19,013 connections as of June 2024.

- The **remaining available treatment volume** at the City's single current plant (in northeast Edinburg to the east of M Road, north of Richardson Road) was **4.1 million gallons per day (MGD).**
- This was based on the plant currently being permitted for up to 12.3 MGD and having a current average daily flow of 9.4 MGD, putting **the plant at 76% of its maximum permitted capacity.**
- Current improvements in process by the City will increase the maximum treatment capacity to 13.5 MGD. The City must also maintain 54 current lift stations across the sanitary sewer system that help pump wastewater to the plant given the area's relatively flat terrain.
- Looking ahead, the City is already planning for the design and construction of a **second wastewater treatment plant** to position the City to serve its future projected growth.

Status of Water Treatment Capacity

The very latest status of the City's water treatment capability, also amid a period of rapid land development and associated population growth, included the following points:

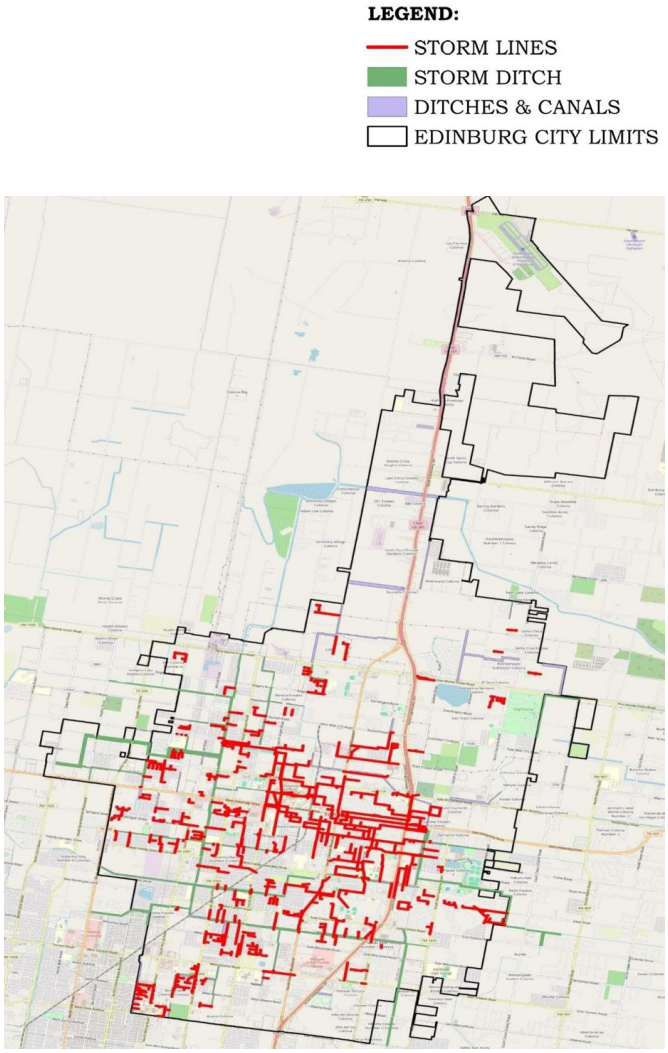
- The water system had 31,996 connections as of June 2024.
- The system had **available capacity to handle 4,852 more connections** at that time.
- This was based on the City's two current water plants having 26 MGD of **total available treatment volume** relative to a current average daily flow of 22.5 MGD (including the City's original Downtown plant just four blocks southeast of the County Courthouse between Mahl and Stubbs streets and 15th and 16th avenues; and the newer and larger West plant along Mon Mack Road just south of Freddy Gonzalez Drive).
- **Because the City water system is already operating at 86.5% of capacity, expansion of water system capacity is the more critical utility infrastructure item (relative to wastewater capacity).**
- The City is already planning for the design and construction of additional water treatment capacity as state regulations require that construction must have begun by the time the 90%-of-capacity point is reached. However, **the necessary interim steps place start of construction at least four years away as of summer 2024.**
- The City also continues to add to its water storage capacity as an essential element of its overall water system, with current ground storage capacity of 9.8 million gallons in 10 tanks, and 3.15 million gallons of capacity in five elevated storage towers (with a new tower under construction just north of Monte Cristo Road along Business 281 at the time of this Comprehensive Plan).
- The City must also maintain two current booster stations to maintain adequate flow within the system.

Status of Storm Drainage System

The next map below shows the current extent of, and components within, the City's storm drainage system (as of July 2024).

- The City's storm drainage system expands as new developments add to the system, along with ongoing system improvements made by the City.
- The City's drainage system ultimately carries stormwater to regional drainage ditches and canals, meaning that drainage can back up locally during severe storm events if downstream systems are already at capacity.
- **Relative to wastewater and especially water, storm drainage is not a significant growth constraint for Edinburg** as the city does not include any severe-risk flood zones, and engineering improvements can make lesser-risk areas suitable for development.
- As in many areas of Texas and the nation, Edinburg has the **opportunity to make greater use of regional stormwater detention and other larger-scale and multi-jurisdiction stormwater management solutions,** which can relieve some burden on individual properties and developments while yielding shared benefits for local governments and communities.

Current City Storm Drainage System (July 2024)



SOURCE: City of Edinburg.

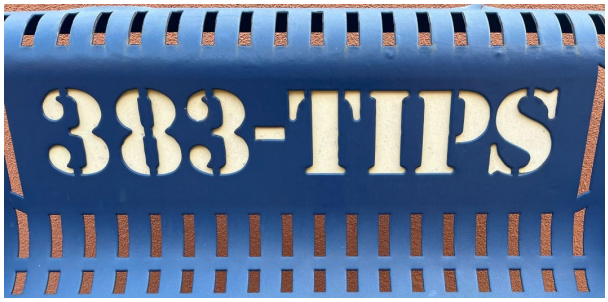
**Click to Enlarge Map*

Public Safety Services Outlook

This portion of the Growth Capacity assessment is based on discussions with the City's Police and Fire Department (EPD and EFD) leadership. Both departments face the challenge of serving and protecting a continually growing population and expanded service areas in the years ahead – and also amid a time of rising costs across the board (i.e., for personnel, vehicles, equipment, facilities, etc.). EPD and EFD also must both plan for and devote resources to ensure public safety during the many community festivals, parades, street races and other events held in Edinburg each year.

Police Department Opportunities and Challenges

- Incorporating best practices of highly-rated police departments in Texas, at an overall systemic level as well as in day-to-day operations, guided by a new EPD Strategic Plan that built on input from the Edinburg 2040 process and Public Safety Committee.
- Transitioning from a mostly reactive to a preventive "community policing" approach, including emphasis on youth and Spanish-language outreach, and optimizing how and where officer time is spent.
- Applying data and mapping analysis to focus EPD effort – and police visibility – where most needed, including rebuilding the Department's policing model and beats to allocate resources within the city more effectively.
- Continuing to measure crime reduction, decreases in fatal and drunk-driver caused crashes, removal of unsafe commercial vehicles from area roads, and other indicators of how a preventive policing approach is making a difference.
- Given Edinburg's projected growth, continuing to increase EPD's officer ranks accordingly – along with support staff (e.g., dispatch, investigations, records, jail, etc.) – while aiming to achieve the nationwide average of approximately two officers per 1,000 residents as tracked by the Federal Bureau of Investigation (EPD 15 officers below that target as of mid-2024).
- While dealing with more immediate needs, also planning for a next-generation EPD and Municipal Court facility, having already outgrown the current headquarters at Closner Boulevard/Business 281 and Freddy Gonzalez Drive, and to be better positioned to serve Edinburg's northward growth. The Department also needs its own firing range versus sharing time at other facilities.
- Acting on Edinburg 2040 priorities, including better street lighting, illuminated street signs and other Public Safety action items, along with overall livability and safety-related efforts (e.g., better compliance with speed limits on neighborhood streets).
- Exceeding state certification requirements for training, and emphasizing employee recognitions and other ways to boost officer recruiting and retention, along with more competitive compensation for non-officer personnel.
- Making better use of technology, including through additional training (e.g., computer-aided dispatch, upgraded radio communications, leading-edge use of drones in local policing, etc.).



- Continuing EPD's success, in partnership with the City's Grants Administration Department, at securing grants and other external funding.
- Continuing Edinburg's leadership within the revived South Texas Police Chiefs Association, as well as other state/federal coordination and participation in multi-agency task forces to combat gangs, drugs and human trafficking that flows through the Rio Grande Valley.
- Also emphasizing ongoing partnerships with police departments for Edinburg Consolidated Independent School District, UTRGV and others – with preparations already underway for coordinated gameday traffic and event management as UTRGV begins Division 1 football in 2025.
- Maintaining the strong community support EPD receives, and potentially re-activating a police foundation in Edinburg to support the needs of officers and their families.

Fire Department Opportunities and Challenges

- Expanding EFD's staffing in line with the city's ongoing growth, especially as the Department continues the transition from being a primarily volunteer fire department in past decades. In the meantime, as one example, none of the Department's ladder trucks are fully staffed (just that would require at least 24 additional personnel). Ideally, additional personnel would be on board to staff a next fire station before it is built and operational as done in McAllen.
- Managing the financial and logistical challenges of EFD service calls beyond the city limits and into approximately 68 square miles of Hidalgo County now accounting for just over one-third (35%) of all calls. This trend further stretches the Department's available resources, especially at Fire Stations 2 and 3 (602 West Canton Road and 1221 East University Drive, respectively), with a 15-mile drive to the furthest service call in the county. Colonia situations in the county add to the challenge, in areas with no fire hydrants, substandard building construction and different materials, etc.

- As part of improving its service and responsiveness, aiming to reduce EFD's average response time closer to its 5.5-minute target (currently averaging 6.5 to 7 minutes, which is skewed by longer-distance service runs into the county).

- Planning for a new north side fire station, likely in the Monte Cristo vicinity, to ensure effective response to growth in this area. EFD's five current stations have overlapping response areas, reflecting a time when Edinburg had a much smaller urbanized footprint. Response from headquarters Station 1 (212 West McIntyre Street) can also be challenging at times in a busy Downtown area, especially when special events bring crowds and closed streets immediately around the station.
- Also rehabilitating existing fire stations, two of which are in the 20- to 30-year range, as well as EFD's own fire training facility, which is the largest in the Rio Grande Valley but also in need of various repairs.
- Working toward rising soon from a Class 3 to Class 2 rating in the Insurance Services Office (ISO) evaluation system (on a scale of 1 to 10, with a 1 rating the best) – which is a mark of excellence in the world of municipal fire suppression and prevention – but will also requires adequate and ongoing investment in all aspects of EFD capabilities as itemized above.
- Acting on an upcoming study on ways to upgrade EFD's radio communications, with Edinburg and Pharr not currently linked to a Texas Department of Public Safety communications system like other Valley cities.
- Continuing EFD's interaction with the Edinburg 2040 strategic planning effort and committees, especially the Public Safety Committee.
- Continuing EFD's emphasis on community and school outreach to promote fire prevention and indoor carbon monoxide monitoring, including through grant-funded programs.
- Continuing EFD's success, in partnership with the City's Grants Administration Department, at securing grants and other external funding, to support its personnel in the field and make incremental facility improvements – along with funding opportunities through the Federal Emergency Management Agency (FEMA) in an era of increasing weather- and disaster-related risks.

Land use involves how the properties in an area are allocated to an array of private and public activities, from housing, commercial and industrial uses to public needs such as streets, schools, parks, water treatment plants and other government-maintained facilities. Also of interest is the relative intensity at which land is developed in terms of the nature of the use (e.g., residential, industrial, etc.), building size and height, separation from adjacent land uses, and coverage of sites with structures and paved surfaces.

Land use considerations inter-relate with all other Comprehensive Plan topics. For instance, the transportation network provides access to land, which, along with real estate market factors, influences the type and intensity of development that may occur. The availability, capacity and condition of public utilities can dictate the location, amount and timing of development as can economic development efforts. Similarly, proximity to parks and public facilities promotes public health and safety and affects the development potential of an area. Development character and site design shape community aesthetics and the perceptions held by area residents, visitors and those considering investment in Edinburg. Sound planning is essential to ensure that the community is prepared for anticipated land use transitions and new development, can serve it adequately with public services, and can manage its impacts to maintain compatibility of land uses and preserve community character.

Why This Comprehensive Plan Section is Important for Edinburg

Communicates the desired character for the city and its downtown, neighborhoods, roadway corridors and other areas – today and in the years ahead – along with the anticipated land uses in these areas.

Provides guidance to enable the City to plan effectively for future development and redevelopment, and for ongoing stewardship of areas intended to remain much as they are today.

Offers predictability to property owners and investors regarding the community's preferred development pattern and character, and helps the City prepare to serve future public infrastructure and service needs.

Establishes the public policy basis for the City's development regulations, especially to promote compatibility between adjacent land uses and varying development intensities.

Reinforces the City's role in promoting and protecting the health, safety and welfare of its residents by ensuring that development conforms to local building codes and standards and that sufficient land is dedicated to public needs such as recreation and education.

Links to other plan sections that help set priorities for City programs and capital investments to support the desired development pattern and quality.

Legacy of Past Planning

EDINBURG 2040
BUILDING FOR TOMORROW'S FUTURE, TODAY!

Edinburg Gateway Plan
- An Agenda for 2025

The Edinburg Comprehensive Plan is comprised of goals, objectives, and related policies to provide strategic direction for the community to the Year 2025 - and beyond. The plan is intended to serve as a framework for community decision-making, ultimately providing a blueprint or "gateway" to the future. It provides integrated policy direction in the areas of land use and community character, growth and development, transportation, economic development, and utilities. This policy direction is coupled with short- and long-term implementation strategies to help translate the policies into actionable programs, development activities, and other strategic efforts by the City, its residents, and other jurisdictional partners.

PLANNING for the future of Edinburg

The City of Edinburg last adopted a Comprehensive Plan in 1987. Since then, the City has experienced significant population growth, leading to the importance and timeliness of this planning process. As depicted in Table 1, Edinburg Historical Population, 1980 to 2000, the community experienced a 24.13 percent change in population between 1980 and 1990, and an impressive 63.50 percent population change between 1990 and 2000. Similar growth rates have occurred since 2000 thereby further warranting this plan. With the amount of development has come related pressures on the community's infrastructure (water, wastewater and drainage utilities, parks, and schools), its services (police, fire and emergency medical), and the surrounding agricultural lands and natural environment. Population projection scenarios, economic development studies, and demographic analyses suggest that the City will continue to face significant change. Rather than respond in a piecemeal fashion to the challenges and opportunities associated with this change, the City decided to engage in a comprehensive planning process to proactively and strategically plan for it.

Table 1: Edinburg Historical Population, 1980 to 2000

Year	Edinburg	Percent Change
1980	24,075	-
1990	29,885	24.13%
2000	48,865	63.50%

Source: Edinburg Comprehensive Plan, 1987 and U.S. Census Bureau

The Edinburg Gateway Plan is a "big picture" vision of the City and its five-mile extraterritorial jurisdiction. The plan speaks to the future of the community, while also taking into account the trends, interests, opportunities, and challenges of Hidalgo County, the Lower Rio Grande Valley, and the State of Texas. This integrated approach is important as it lays a foundation for partnership building, access to grant programs, and protection of natural resources that stretch across and beyond jurisdictional borders.

Page 1

This new Comprehensive Plan builds on previous plans and studies completed by the City of Edinburg and other partners, including these most relevant to the Land Use and Community Character topic:

- Edinburg 2040 Committees: Strategies and Objectives 2022-2023
- Edinburg Gateway Plan: An Agenda for 2025 (Comprehensive Plan), 2005

**Click Images to View Plans*

Accomplishments

Progress and achievements resulting from past planning and implementation efforts related to Land Use and Community Character include:

12,000 construction permits issued in 2023.

Tree City USA designation.

2,228 lots and more than 716 acres of land developed in 2023.

47 new subdivisions reviewed in 2023, and 54 subdivisions were recorded.

Continuing to build a robust City Geographic Information System (GIS) for tracking and mapping land use, development activity and many other growth factors.

A wide array of housing options now available in the city, from single-family detached homes to various forms of attached housing (duplex, four-plex, townhomes), plus larger apartment developments.

Much new commercial development in the city, bringing residents more shopping, dining and healthcare options, plus new hotels for visitors.

Significant investments made by the City and local schools in new public facilities and campuses.

Unified Development Code updated in 2022.

Federal grant dollars used to fund this Comprehensive Plan update.

Key Planning Issues and Considerations

Through the Edinburg Today and Plan Direction phases of the comprehensive planning effort, numerous real and perceived community issues and needs were identified through leadership and public engagement activities, as well as through the work of the plan consultants and their interactions with community leaders of the Edinburg 2040 process and with City staff.

Key issues and considerations that led to the goals and action items in this Land Use and Community Character section include (along with specific points and suggestions from leadership and community input):

Emphasis on building better climate resilience into new development and redevelopment, along with adaptability to changing conditions.

Emphasis on further developing Edinburg's retail base, and related sales tax revenue for the City, by identifying key commercial corridors on the future land use map.

Need for more shovel-ready business/industrial park areas as also emphasized in the Economic Development section of this plan.

Need for a convention center to accommodate more events.

Effects on low-income residents from climate change (e.g., no central air, insulation).

Urban "heat island" effect from extent of paved surfaces, especially in commercial developments.

With increasing land and housing costs in a rapidly growing city, the challenge for households that cannot afford market-rate housing but are beyond qualifying for housing assistance programs.

Proliferation of certain land uses (e.g., car washes, coffee shops/drive-throughs, mini storage).

Concern about public water capacity with the extent of relatively dense housing occurring in the city.

Framework for Action

This Framework for Action section builds off of the plan priorities confirmed with City officials during the transition from the Edinburg Today to the Future Edinburg phase of Comprehensive Plan development — especially Planning Themes 1, 3 and 4 for this Land Use and Community Character section. The plan goals and action strategies are aimed at "connecting the dots" between a set of community improvement fundamentals for Edinburg that involve:

Planning Theme 1

Leverage City infrastructure, especially for:

- ★ Growth management
- ★ Economic development

Planning Theme 2

Embrace Edinburg's university town advantage, especially in terms of:

- ★ Community spirit
- ★ Research commercialization
- ★ UTRGV community outreach and services
- ★ Graduate retention

Planning Theme 3

Go all in on asset preservation and maintenance, especially involving:

- ★ Infrastructure life-cycle tracking
- ★ Neighborhood integrity
- ★ Downtown revitalization (especially east toward I-69C)
- ★ Heritage sites and buildings
- ★ Parks, trails and recreation facilities

Planning Theme 4

Uplift people (as a core principle of Edinburg 2040), especially involving:

- ★ Economic security
- ★ Health and wellness
- ★ Safety
- ★ Equity
- ★ La buena vida (the good life)!

Planning Theme 5

Pursue opportunity in scarcity and abundance, especially involving:

- ★ Methods to extend water supply – a relatively scarce resource for Edinburg and the Lower Rio Grande Valley
- ★ Productive re-use of the regional waste stream – a relatively abundant resource for Edinburg since it hosts a major regional landfill for solid waste disposal
- ★ Edinburg being a leader in mitigating the effects of a changing climate

Planning Theme 6

Promote regionalism, especially in the areas of:

- ★ Economy
- ★ Mobility
- ★ Water
- ★ Drainage
- ★ Education
- ★ Healthcare
- ★ Tourism
- ★ Advocacy for the interests and priorities of Lower Rio Grande Valley communities and their residents and businesses

Goals for Land Use and Community Character

A Goal is …

a statement of a desired outcome (“end”) toward which efforts are directed as expressed by more specific objectives and action steps (“means”).

The actions in this Land Use and Community Character section involve tangible steps that will lead to achievement of the following goals:

Goal 1

A land use allocation that continues to advance Edinburg's key objectives of adding housing supply and variety while supporting its economic development and tax base needs, all in a pattern that reinforces desired community character and image.

Goal 1: Associated Plan Themes

- Leverage City Infrastructure
- Asset Preservation and Maintenance
- Uplift People

1st

Goal 2

Sustained integrity of established and newer residential neighborhoods as growth continues, preserving the community character of particular areas of Edinburg.

Goal 2: Associated Plan Themes

- Asset Preservation and Maintenance
- Uplift People

1st

Goal 3

Ongoing and effective coordination between land use and transportation planning to ensure a well-connected community with adequate means and capacity to accommodate multiple forms of circulation between area destinations.

Goal 3: Associated Plan Themes

- Leverage City Infrastructure
- Uplift People
- Promote Regionalism

Goal 4

An ongoing focus on boosting the area's livability for current and prospective residents by adding desired retail and service uses, parks and recreation offerings, and other leisure opportunities and amenities in appropriate locations and designed for quality and residential compatibility.

Goal 4: Associated Plan Themes

- Embrace University Town Advantage
- Asset Preservation and Maintenance
- Uplift People

Goal 5

A continued focus on facilitating reinvestment in and redevelopment of targeted areas of Edinburg at risk of losing their vitality, value and appeal.

Goal 5: Associated Plan Themes

Embrace University Town Advantage

Asset Preservation and Maintenance

Uplift People

Actions for Land Use and Community Character

The actions below are categorized into the five types of plan implementation actions highlighted throughout this plan:

Capital Investments

Programs and Initiatives

Regulations and Standards

Partnerships and Coordination

More Targeted Planning / Study

Plan Actions Involve …

seizing a special opportunity or addressing a particular challenge one faces, given limited resources — financial and otherwise — and recognizing that various routine and ongoing activities will continue in the meantime.

Action Leaders

With the support and direction of City leaders and management, action leaders and other key players for most initiatives involving Land Use and Community Character will include:

- City of Edinburg departments, especially Engineering and Planning and Zoning
- Edinburg Economic Development Corporation (EEDC) and its Board of Directors
- City boards and commissions, especially:
  - Community Development Council
  - Economic Development Corporation Board of Directors
  - Edinburg 2040 committees, especially Neighborhoods / Parks / Green Spaces / Beautification, Transportation / Mobility / Connectivity / Drainage, and Economic Development / Innovation / Entrepreneurship / Workforce
  - Environment Advisory Board
  - Planning and Zoning Commission
  - Zoning Board of Adjustment

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
	Capital Investments		
1	Add criteria to the City's capital improvements planning process to ensure that potential interaction between public investments and land use outcomes or evolution is considered when identifying and prioritizing candidate capital projects.	1, 2, 3, 4, 5	➤ **City Planning & Zoning** ➤ City Engineering
	Regulations and Standards		
2	Review all aspects of the City's development regulations, based on this new Comprehensive Plan, to identify potential regulatory and/or standards updates. This may include the possible need for additional or modified zoning districts. *Another source for possible updates is a development regulations evaluation completed by the Comprehensive Plan consultant, separate from this plan.*	1, 2, 3, 4, 5	➤ **City Planning & Zoning** ➤ City Engineering ➤ City Attorney
3	Add new or amend current zoning provisions, as needed, that are directly linked to Comprehensive Plan priorities involving housing attainability, neighborhood conservation and renewal, business retention and attraction, leisure and lifestyle related land uses, and becoming a more pedestrian- and cycling-friendly community.	1, 2, 4, 5	➤ **City Planning & Zoning** ➤ City Engineering ➤ City Attorney
4	Regularly review and update, as appropriate, the City's land development, building/construction and infrastructure related fees to ensure adequate revenue generation in line with costs and based on regional trends across jurisdictions.	1, 2, 3, 4, 5	➤ **City Planning & Zoning** ➤ City Engineering ➤ City Finance
	Partnerships and Coordination		
5	Coordinate future interim and major updates of this Comprehensive Plan to coincide with: • Periodic updates, by the Rio Grande Valley Metropolitan Planning Organization, of the areawide Metropolitan Transportation Plan (MTP) to ensure effective integration of land use and transportation analysis and decision-making. • Periodic updates of the area's key economic development strategy documents to ensure effective integration of land use with market analysis and other factors that drive business development efforts.	1, 3, 4, 5	➤ **City Planning & Zoning** ➤ City Engineering ➤ Edinburg EDC ➤ RGV MPO ➤ RGV Partnership
6	Continue close coordination with Edinburg Consolidated Independent School District and other local districts and schools as essential partners for community building and maintaining school campuses as neighborhood anchors.	2	➤ **City Planning & Zoning** ➤ Edinburg Consolidated Independent School District and other districts and schools
	More Targeted Planning / Study		

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
7	Follow the completion of this overarching Comprehensive Plan with more targeted special area planning efforts, particularly for Downtown Edinburg, the growing medical district in south-southwest Edinburg, and the vicinity of the newly adapted UTRGV football stadium (as also recommended in the Recreation and Amenities section of this plan).	1, 3, 4, 5	➤ **City Planning & Zoning** ➤ City Engineering ➤ UTRGV and partners in other targeted planning areas

Ongoing and Potential Partners Related to Land Use and Community Character

Along with the Action Leaders and Key Partners called out in the table above, the following agencies and entities are also established or potential partners for helping Edinburg achieve its goals for Land Use and Community Character:

- Edinburg Economic Development Corporation (EEDC)
- Edinburg Consolidated Independent School District (ECISD) and other area districts and schools
- Real estate/development community
- UTRGV

FUTURE LAND USE AND CHARACTER MAP

Illustrated on the Future Land Use and Character map is the general pattern of uses anticipated and/or desired in the years ahead, and the intended character contexts in which uses occur in various cases. The map shows **eight future land use designation**s within Edinburg. Specific standards for land development based on these designations are articulated through the City's implementing regulations (zoning, subdivision, etc.) as they currently exist and may be further amended over time based on this planning guidance.

Land Use Planning versus Zoning

The side-by-side comparison below highlights the distinct purposes and uses of a future land use map relative to a zoning map. The City's development regulations, as contained within Edinburg's Unified Development Code (UDC), are among the primary tools for implementing the plan. The zoning and subdivision regulations, in particular, can play a significant role in establishing and protecting the physical character of the community. Zoning regulations delineate land use districts and the uses permitted within them, together with standards for buildings and site improvements. As a result, the zoning and subdivision regulations largely direct development outcomes. Although the Comprehensive Plan and future land use map provide only general planning guidance, they become the basis for updates of the zoning and subdivision regulations and the official zoning map.

Aspect	Future Land Use Map	Zoning Map
Purpose	▪ Outlook for future use of land and character of particular areas of the community. ▪ Macro level, showing generalized development patterns.	▪ Basis for applying different land use regulations and development standards in different areas of the community ("zones"). ▪ Micro level, with an area- and site-specific focus.
Use	▪ Guidance for zoning map and related decisions (zone change requests, variance applications, etc.). ▪ Baseline for monitoring consistency of actions and decisions with the Comprehensive Plan.	▪ Regulating development as it is proposed or as sites are positioned for the future with appropriate zoning (by the property owner or the City).
Inputs and Considerations	▪ Existing land use in the community. ▪ The locational aspects of community planning priorities involving housing, economic development, infrastructure, parks and recreation, public facilities, etc.	▪ Comprehensive Plan and future land use map for general guidance. ▪ Zoning decisions that differ substantially from the general development pattern depicted on the future land use map will indicate the need for some map adjustments during the next plan update.

Map Categories

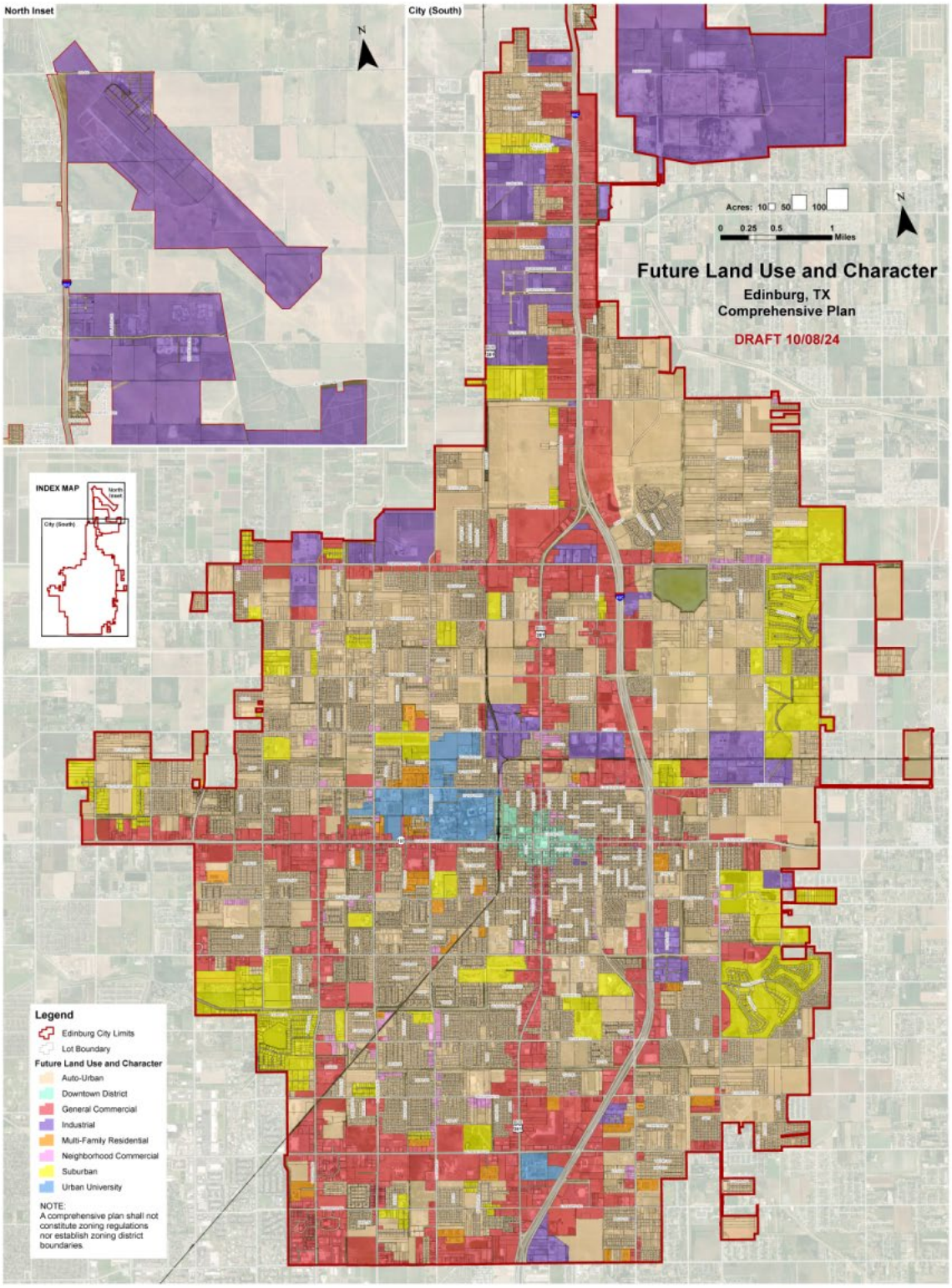
The Future Land Use and Character map shows areas within Edinburg designated in **8 categories**, most of which address both use and character:

- Auto-Urban
- Downtown District
- General Commercial
- Industrial
- Multi-Family Residential
- Neighborhood Commercial
- Suburban
- Urban University

The map categories indicate the principal type of use that is expected to predominate in areas where land is currently undeveloped or, in previously developed areas, based on what is already on the ground and will likely remain or possibly evolve. Such transitions in use can occur through redevelopment of previously built sites, "infill" construction on a vacant parcel amid existing built sites, or repurposing of an existing structure for another use without significant site changes. Along with the principal use types, other complementary uses will also remain or may emerge in particular areas of the community (e.g., small-scale, neighborhood-oriented retail and service uses within or near the edges of largely residential areas).

Certain uses can be located amid other predominant use types, such as public facilities, parks and places of worship within predominantly residential areas, all of which should match the character of their vicinity. Mixing uses on sites is common in downtowns (e.g., upper floor office or residential above ground-floor retail) and may occur elsewhere in a community as the market accommodates and zoning allows. Master-planned communities are often intentionally designed to integrate and mix uses in certain areas as described above while other areas have one predominant use (e.g., single-family detached housing). Some uses are highly market-driven, with their timing and particular location dictated by the extent and pace of other types of development. This includes the typical pattern of retail uses locating near new residential "rooftops" and often at key roadway intersections. The location and extent of various forms of residential development can also be difficult to predict amid broader housing market cycles and regional needs, combined with developer areas of expertise and interest in bringing single-family or multi-family products to market.

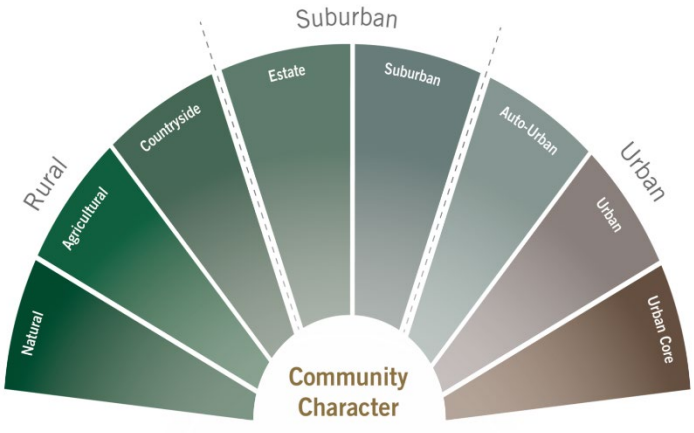
Future Land Use and Character Map



*Click to Enlarge Map

Community Character Framework for Land Use Planning

This Comprehensive Plan reinforces an approach to land use planning that builds on the concept of **community character**. This approach looks beyond the basic use of land – residential, commercial, industrial, etc. – as only one factor that determines the ultimate compatibility and quality of land development within and near neighborhoods, in nonresidential areas and along roadway corridors.



Character Emphasis

Community character accounts for the physical traits one can see in a neighborhood, on a busy roadway corridor, or along a recreational trail or country lane which contribute to its "look and feel" relative to areas of the community with much different character.

Nearly any land use can occur in a range of settings within a community, from the most Rural and Suburban to the most Urban, provided the use is designed to match the character of its surrounding area.

The community character approach to evaluating and planning for land use emphasizes the variation in physical conditions experienced along a spectrum from natural and rural landscapes to a developed area's most urbanized environments, usually found in a core downtown area. A character-based approach focuses on the intensity and design of land uses, which encompasses:

- The density and layout of residential development;
- The scale and form of nonresidential development; and
- The coverage of land surfaces by buildings and paving relative to the extent of open space and natural vegetation or landscaping.

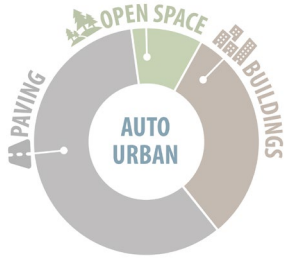
How the automobile is accommodated is a key factor in distinguishing character types, including how public roads and streets are designed, how parking is provided, and how buildings and paved areas are arranged on sites.

The **three major character classes – Urban, Suburban and Rural** – are described below, along with which class the various designations on the Future Land Use and Character map fall within. **Auto Urban** areas are a subset of Urban character and a particular planning challenge as they are designed mainly to accommodate automobile circulation and parking.

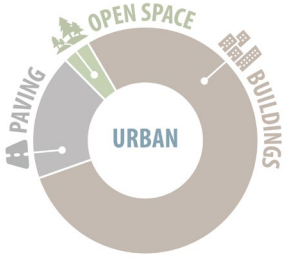
Not all areas of a community will be clearly distinguishable as one character type or another. Much past and contemporary development was designed and built without character in mind, which results in mixed character areas with features from the different character classes (e.g., traditional Urban downtowns that are mostly compact and walkable but occasionally broken up by areas of surface parking, mostly green Suburban areas that still have commercial corridors where paved areas predominate over landscaped areas, Rural character areas encroached upon by subdivisions with in-city residential densities, etc.).

Example Proportions of **Rural Character** Elements

Example Proportions of **Suburban Character** Elements



Example Proportions of **Auto Urban Character** Elements



Example Proportions of **Urban Character** Elements

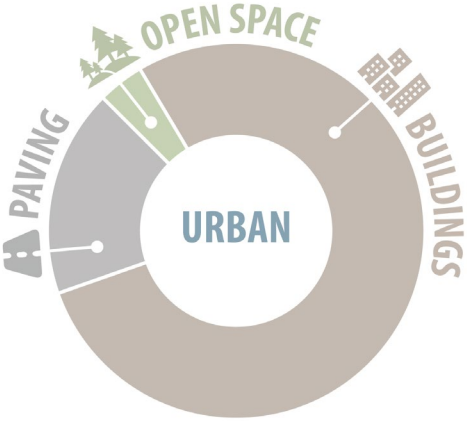
Design and Character

Aesthetic enhancements such as architectural design, landscaping and screening, signage standards and site amenities also contribute to development appearance. But these factors can and should vary with the area character, which as defined here involves the interplay between buildings, paved surfaces and unbuilt areas. For example, in a downtown core like Edinburg's relative to Suburban character areas, landscaping shifts more to the public realm where buildings have minimal setbacks and sites have limited yard areas.

Maintaining and enhancing desired character is a central aim – and challenge – of implementing community plans amid constant change. A community character approach allows the formulation of standards within the City's development regulations to achieve the desired character in newly developing areas, and to protect and enhance it in redevelopment and infill areas. Character-focused categories on a municipality's future land use plan, and character-oriented districts on its zoning map, better portray the intended on-the-ground outcomes for land use and development. This offers assurance to neighboring property owners, a smoother path to approvals for development applicants, and more beneficial outcomes for the entire community.

Urban Character

Urban character areas exhibit the greatest pedestrian orientation, through a more compact scale and "architectural enclosure" of streets by buildings situated close to front property lines and sidewalks.



Future Land Use and Character Designations

(in areas where Urban character predominates)

- Downtown District
- Urban University

Where on the Map: The aerial view above shows how portions of Downtown exhibit Urban character not seen elsewhere in Edinburg, such as blocks covered almost entirely by buildings, many buildings situated at front property lines close to sidewalks, and parking found mostly on-street or in small rear parking areas.

Characteristics

- Urban character usually involves the most intensively developed area of a community in terms of the greatest coverage of sites with buildings and the least amount of private development area devoted to off-street parking and landscaped yards or open space. Instead, most parking is accommodated on-street and/or within public parking areas. This enables streets and other public spaces to be framed by buildings that abut the public sidewalk with zero or minimal front setbacks, creating "architectural enclosure" versus the progressively more open feel in Auto Urban, Suburban and Rural character areas. These

elements, along with a predominance of mixed uses, makes Urban character areas the most conducive for pedestrian activity and interaction.

- In the "Main Street" core area of a traditional downtown, nearly all buildings have zero front setbacks and abut the public sidewalk, and multi-story buildings frame the street on most blocks. The walkable street scene is "activated" by varied retail storefronts, restaurants and pubs, cultural venues, historic architecture and properties, coffee and confections, open-air sidewalk seating areas for dining, and streetscape and design treatments in the public realm. Municipal design standards may also influence development outcomes and building renovations in the area.
- Many downtowns are bordered by areas that still accommodate a mix of uses but at a lesser intensity than in the core area. The mixed-use area typically provides a transition from the Urban core to other nearby neighborhoods and roadway corridors that are more uniform as areas primarily for single-family detached residential uses and commercial uses, respectively. The transition area is often supportive of the downtown core by accommodating complementary uses (e.g., professional offices, restaurants, art galleries and other cultural venues, varied residential options, etc.) and by retaining a walkability exemplified in Urban character areas before auto orientation begins to prevail elsewhere in the community. The vicinity around a core downtown usually also contains some of the community's most historic sites and districts, with historic homes still in residential use and others converted to shops, cafes, offices, bed and breakfasts, and other uses.

Residential

- Urban character is especially reinforced where most residential blocks have rear alley access to properties, at least decreasing the possibility of an auto-oriented street scene where rear garages or parking are still widely used versus front driveways.
- Where **single-family detached dwellings** are found in Urban character areas, this is usually because of relatively small and often narrow and shallow lots, bringing the homes closer to the street and sidewalk and to each other.
- **Attached housing** forms (duplexes and multiplexes, townhomes, brownstones, multi-family, etc.) are also designed with limited on-site open space and surface parking, sometimes with greater reliance on on-street parking – and/or an on-site parking structure in more intensively developed Urban areas.

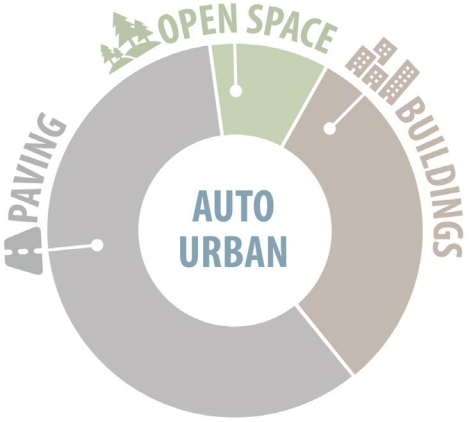
Nonresidential

- Multi-story structures are typically encouraged – and sometimes required by local development standards – to bolster Urban character, encourage vertical mixing of uses among floors of taller buildings, promote retail viability and support transit ridership.
- **Public uses** should be designed to match the area's Urban character.
- Design of the public realm should also reinforce the Urban character, typically with a grid street pattern, sidewalks on both sides of all streets, and pocket parks or other common open space. Streetscape enhancements in public ways are usually emphasized given limited area for private on-site landscaping. Along with bike lane improvements in some locations, Urban character areas should be the most conducive for pedestrian, bicycle and wheelchair circulation to nearby shopping, parks, public facilities, schools and other destinations.

- **Public squares, landscaped plazas and pocket parks** – and water-focused downtown parks in riverfront communities – can provide green space amid the Urban environment and a place to gather and host community events, along with periodic street closures.
- Often a focus area for infill and redevelopment activity within the community, which may require customized development and design standards to ensure compatibility with the established or intended area character. This may include controlling the scale of development where larger sites have been created through assembly of smaller parcels.
- May require development and design standards to avoid encroachment of uses designed with an auto-oriented character more suited to other areas of the community (e.g., gas stations, larger-scale car washes, etc.).
- Often the only place in a community where multi-level parking structures may make sense and be financially viable, other than large-scale institutional uses such as a hospital or a college campus.

Auto Urban Character

Within the Urban class, the Auto Urban subcategory involves a particular – and widespread – community planning challenge as such areas are designed mainly to accommodate automobile circulation and parking. As a result, the combination of buildings and especially paved surfaces makes such areas nearly as intensive as Urban areas in terms of land cover. However, development is often more horizontal and spread out, introducing openness that is more characteristic of Suburban character areas. Bottom line, though, Auto Urban areas lack the greenness of Suburban character and the walkability of more compact and architecturally enclosed Urban character areas.



Future Land Use and Character Designations

(in areas where Auto Urban character predominates)

- Auto-Urban
- General Commercial
- Industrial
- Multi-Family Residential

Where on the Map: The aerial view above shows the Sonador Coves subdivision, along the east side of I-69C north of Chapin Road, where rooftops, streets and driveways are the most prominent visual elements. Curved streets and greater front setbacks of some homes introduce more green space in places, but the overall design puts most homes close together relative to the greater openness in a Suburban character area.

Where on the Map: The aerial view above shows the predominance of buildings and especially surface parking in an increasingly Auto Urban character area along University Drive around the McColl Road intersection.

Characteristics

Residential

- Accommodation of the automobile is more visually dominant relative to more prominent green space in Suburban character areas.
- In **single-family residential areas**, site coverage in the form of dwellings, driveways and other paved surfaces usually predominates over green and open spaces (the flip side of Suburban character neighborhoods). This is typically due to relatively smaller and narrower lots, allowing for less openness and separation between dwellings – but also intended to achieve lower price points to expand homeownership opportunities. Auto Urban character especially prevails where driveways and front-loading garages dominate the front yards and front facades of homes.
- **Multi-family residential** sites, especially large apartment developments with multiple buildings, often have an auto-oriented character due to the extent of off-street parking needed.

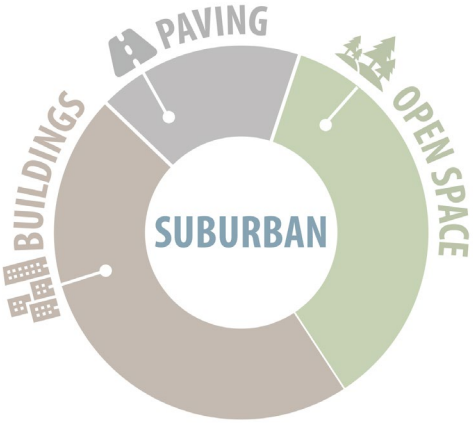
Nonresidential

- **Commercial** areas with Auto Urban character have significant portions of development sites devoted to vehicular access drives, circulation routes, surface parking and loading/delivery areas, making pavement the most prominent visual feature. Buildings are typically set back toward the rear of sites to accommodate expansive parking areas and smaller pad-site uses in front, often resulting in less emphasis on architectural design. This also places loading/delivery activity and trash collection near the rear property line, which is often shared with adjacent residential use. Such "strip" developments in highway-adjacent locations usually desire to maximize signage to capitalize on site visibility to passing traffic for "big-box" retailers, chain restaurants and other high-traffic businesses.
- Neighborhood-oriented commercial uses may emerge over time and should be encouraged on corner sites or other locations at the edge of predominantly residential areas to encourage more walking and biking for short trips from home. Development standards for such uses may also limit their scale and require a site design that is compatible with nearby residential uses.
- **Industrial** uses typically have an Auto Urban character due to the extent of site coverage by buildings and paved areas, especially when they involve significant truck traffic. Along with their relative land cover, industrial uses vary in intensity from "light" to "heavy" depending on how their on-site activities may affect nearby properties (e.g., noise, vibration, light/glare, dust and particulate emissions, odors, truck traffic and/or direct rail service, hours of operation, as well as the sheer scale of some heavy industrial uses).
- Enhanced design and landscaping of **public and institutional** sites can influence the perceived character and appearance of largely auto-oriented areas.
- Certain intensive **publicly-owned uses** are best located within industrial areas because of their similar character and operations (e.g., public works facilities, fleet maintenance, treatment plants, fire training, etc.).
- Developments in Auto Urban character areas are often not conducive for access or on-site circulation by pedestrians or cyclists given their design orientation toward accommodation of the automobile.

- The Auto Urban nature of residential areas can be offset somewhat by landscaping, “anti-monotony” architectural standards, and limitations on “cookie cutter” subdivision layouts characterized by straight streets and uniform lot sizes and arrangement.
- Preservation of trees or other natural features, along with generous landscaping, can move a commercial site into the Suburban range of the character spectrum relative to auto-oriented sites where “gray” paved surfaces predominate over “green” open spaces.

Suburban Character

Suburban character areas have noticeably less intensive use of land than Urban character areas, with open and green spaces balancing – or, in large-lot residential Estate areas, exceeding – the extent of land covered by structures and paved surfaces.



Future Land Use and Character Designations

(in areas where Suburban character predominates)

- Neighborhood Commercial
- Suburban

Where on the Map: The aerial view above, looking north, shows mostly single-family detached dwellings on larger lots with more room for mature trees and other landscaping. The subdivision is south of Hobbs Drive in west Edinburg, between Colonel Rowe Boulevard and McColl Road. In Edinburg, Suburban character is found mostly on the outskirts of the city limits and in areas with large open spaces or water features as above, including areas around golf courses.

Characteristics

Residential

- The relative openness in Suburban neighborhoods may be found in relatively large yard areas on individual lots and between homes and/or in common green spaces or water features.

- Accommodation of the automobile is less noticeable than in **single-family residential** neighborhoods with Auto Urban character, especially where driveways are on the side of homes rather than occupying a portion of the front yard, and where garages are situated to the side or rear of the dwelling.
- **Estate residential** areas often provide a transition between an area's Rural fringe and more urbanized development patterns and intensities. As with Rural character, most of the land surface is still in unbuilt open space but with more land now occupied by buildings and paved surfaces. With home lots typically one to three acres or larger (especially where required if centralized water and/or wastewater service is not available or feasible), this provides substantial openness and separation between individual dwellings, and in larger-lots situations can even incorporate agricultural uses or an equestrian element. One-acre lots are usually adequate in wooded areas to achieve visual screening of homes from streets and adjacent dwellings. Three-to five-acre lots may be needed to achieve and maintain true Estate character in more open areas with less vegetation and/or topographic changes.
- Where **attached residential** types such as duplexes, patio homes or townhomes are permitted, the site and dwelling design, including building and garage placement and orientation, should be consistent with Suburban character. The additional residential density within such developments should also be offset by green and open areas. As needed, some of the planned open space and/or preserved vegetation should be along site boundaries to provide buffering between other character types or land use intensities. This designation sometimes provides a transition between residential areas entirely comprised of single-family detached dwellings and properties with larger-scale multi-family residential development.
- **Multi-family residential** development sometimes achieves – and blends in with – Suburban character through greater spacing between buildings, more set-aside of open space on and around the perimeter of the site (including for recreational area where required by local development standards), and more extensive landscaping and screening of surface parking areas. This use type can also provide a transition from primarily residential to mainly nonresidential areas, but the site design features above should be incorporated to offset the relative density of this residential type and provide buffering and screening between this and less intensive residential uses.
- Character-based zoning and development standards for Suburban character areas can discourage overly standardized subdivision designs – which often take on an Auto Urban character, even with larger home lots – and promote conservation design by allowing for smaller lot sizes than the baseline in exchange for greater open space set-aside. This approach can also enable some viable use of sites partially constrained by topography, floodplain or other factors. It also provides flexibility for additional housing forms that blend with the area's Suburban residential character through additional on-site open space and perimeter buffering where differing housing types and densities are adjacent.

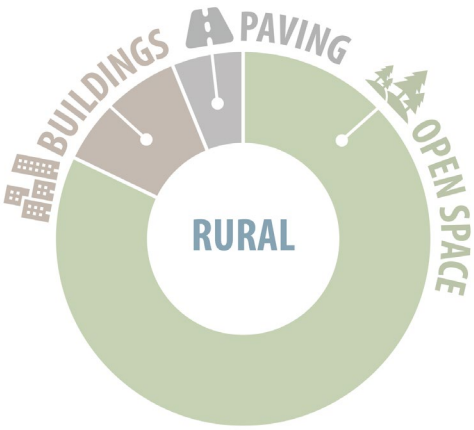
Nonresidential

- Suburban character in **commercial** areas, whether at a neighborhood-focused or larger scale, is achieved through lesser coverage of sites with buildings and especially paved areas, which makes such areas stand apart from most auto-oriented contemporary development. This may also require excluding some auto-oriented uses that cannot practically achieve a Suburban character (e.g., gas stations, car washes).

- Near residential properties and areas, the permitted scale and intensity of nonresidential uses may be limited to ensure compatibility (including adequate buffering/screening, criteria for placement and orientation of buildings and parking areas, height limits and residential-in-appearance architectural standards).
- **Mixed-use** projects are sometimes developed with a more Urban flair, involving a variety of uses on a relatively compact footprint for a pedestrian orientation that draws patrons to "destination developments" for longer, multi-purpose visits. Elsewhere, such developments are often master planned to incorporate quality design and generous landscaping in a less intensive setting more reflective of Suburban character. Along with retail, services, office and hospitality uses, the mix of uses may include residential, especially to provide additional housing options and forms within the community. Major public and/or institutional facilities may also serve as development anchors within a mixed-use project.
- **Business parks** away from city centers emerged in the automobile era and, when well designed, often embody Suburban character by incorporating significant green space and landscaping and relatively low site coverage, all in a campus-style layout as an attraction for business recruitment efforts. Development outcomes are often controlled by private covenants and restrictions that exceed municipal ordinances and development standards.
- Even some large-scale heavy **industrial** uses can take on a Suburban (or even Rural) character when located in relatively remote areas, especially when they are surrounded by extensive separation and buffering from any nearby uses due to risk of fire, explosion or other potential adverse effects. In more typical industrial situations, the extent of outdoor activity and storage often requires screening where visible from public ways and residential areas, although heavy industrial uses may be difficult to screen aside from fencing, landscaping and/or berms along site perimeters.
- Larger community **parks** and even smaller neighborhood parks are often developed with a variety of facilities for recreational play and fitness activities, but still with an abundance of green and open space on the site, including within sports-focused parks.
- Within the developed city, **preserved greenways, creek corridors and other natural features** can provide a respite from an often intensive urban environment. Most cemeteries also have a Suburban character given their openness and green space.
- Especially at key community entries and along high-profile roadway corridors, may involve development standards to yield less intensive and more attractive development outcomes relative to auto-oriented areas, including higher standards for landscaping (along street frontages and within parking areas), signs and building design.
- Design of **public and institutional** sites (e.g., colleges/universities, major medical centers, large-scale places of worship, etc.) should also reflect Suburban character, often achieved through a "campus" design with sizable green and open spaces – and sometimes with enhanced building design. Such uses often require substantial surface parking, which introduces an Auto Urban character element that can be offset by abundant landscaping within and around the perimeter of parking areas.
- The purposeful preservation or required inclusion of green and open spaces on development sites may provide more opportunity for natural and/or swale drainage (and stormwater retention/absorption) relative to concentrated stormwater conveyance in auto-oriented areas.

Rural Character

Rural character areas have wide open spaces where structures and paved surfaces occupy only a minimal portion of the landscape – or none at all in pristine or preserved natural areas. This results in minimal sense of enclosure and views to the horizon unbroken by buildings in most locations.



Future Land Use and Character Designations

(in areas where Rural character predominates)

- Agriculture, which no longer appears anywhere on the map within the Edinburg city limits given the extent of current and anticipated development, but still applies in many areas of Edinburg's extraterritorial jurisdiction (ETJ).

Where on the Map: The aerial view above shows an example of Rural character where agricultural use is still found north of State Highway 107 and south of Chapin Road between Depot Road and Hoehn Road. With Edinburg's rapid growth, Rural character is giving way in many areas to new development with either Suburban or Auto Urban character.

Characteristics

Consists of land that is sparsely developed, with mainly agricultural activity and/or very low-density residential as the primary uses along with more natural areas. Such areas provide residents with the choice of relative seclusion within the countryside and away from a more developed setting.

Residential

- Scattered **residential** development on relatively large acreages, resulting in very high open space ratios and very low site coverage, and providing greater detachment from neighboring dwellings than in Estate residential areas within the Suburban character class.
- Typically no (or limited) centralized water or sanitary sewer service available, with individual properties relying on water wells and on-site septic systems. Also much greater reliance on natural drainage systems, except where altered significantly by agricultural operations or regional storm water management projects and/or infrastructure.
- Potential for conservation developments that concentrate the overall development footprint through reduced-size home lots in a cluster design, with increased open space set-aside to maintain Rural character and buffer adjacent properties. This may also make small-scale community wastewater treatment methods feasible to eliminate the need for individual on-site septic systems.

Nonresidential

- Potential for **agriculture-oriented businesses** (e.g., feed stores, tractor supply, etc.) and **small-scale shops and convenience uses** such as gas stations, often at rural crossroad intersections.
- **Parks** in rural areas typically have limited improvements or will remain in a more natural state, often as a designated nature preserve, for primarily passive use versus more intensive sports and recreational activities in Suburban and Urban parks.
- Many cities have limited Rural character areas within their incorporated limits, except in areas that have been annexed for eventual development or that are not suitable for future development. Some cities intentionally preserve Rural character through the protections afforded by agricultural zoning.
- Floodplain areas may also retain their Rural character over the long term given their unsuitability for any intensive land development.

ECONOMIC DEVELOPMENT

October 2024 Draft

The City of Edinburg and the area's lead entities for economic development — the Edinburg Economic Development Corporation (EEDC), the Edinburg Chamber of Commerce and Explore Edinburg (the local Convention and Visitors Bureau) — continue to work on key market factors they can directly influence. These include utility infrastructure availability and capacity, suitable locations and spaces for business investment and growth, the size and skills of the local workforce, networking and support among existing and prospective new local businesses, processes for obtaining development approvals and permits, and image-setting and marketing of the city and what it has to offer.

Ultimately, economic development is much less about transformational, "silver bullet" strategies than it is about the basics of competent and responsive government. Local governments create synergy by providing basic public services, on the one hand, while also supporting economic development initiatives. Increased economic activity that creates a growing tax base better enables local government to provide the infrastructure and services desired by residents and businesses. In turn, the services, infrastructure and amenities provided are enticements that encourage further economic growth.

Defining "Economic Development"

Economic development is a shared effort between local governments and the business community with the mutual benefit of increased economic activity, the building of household wealth and the expansion of revenues for businesses and governments. At the core of all economic development programs is to create, attract and retain businesses; create jobs; expand local wealth and investment; stabilize and grow the local tax base and enhance local quality of life. To achieve these goals, economic development programs encompass a wide range of activities including:

- ▶Business retention and expansion assistance.
- ▶Business development and recruitment.
- ▶Marketing and branding.
- ▶Small business development.
- ▶"Economic gardening" (a data-centric approach to identifying and assisting local high growth companies).
- ▶Incentives and subsidies.
- ▶Industry-education collaborations.
- ▶Commercialization of research discoveries (e.g. intellectual property).
- ▶Workforce development.
- ▶Tourism, including cultural draws (art, historic, music).
- ▶Improved public services, processes and infrastructure.
- ▶Housing and "quality-of-place" improvements.
- ▶Talent recruitment and cultivation.
- ▶Downtown and neighborhood redevelopment and rejuvenation.

In recent years, the practice of economic development has been gradually shifting away from "big fish" corporate relocations and expansions to improving a community's quality of place through downtown and neighborhood redevelopment and growing the small business support "ecosystem." Helping lower-income families build generational wealth through effective and

customized workforce development programs, citizenship initiatives and homeownership programs is also gaining growing currency within the field.

As underscored by the work of the Edinburg 2040 committees, well-constructed economic development policies will provide Edinburg the greatest opportunity to influence the quality, quantity and timing of development. Such policies will create the ability to shift some of the risk of funding public improvements to private sector partners and will provide the opportunity to ensure growth pays for itself. In a highly competitive economic world, the right policies, programs and incentives, on the margin, can make the difference between a thriving community that offers opportunities for all strata of society versus one that is just getting by.

Why This Comprehensive Plan Section is Important for Edinburg

Connects this Comprehensive Plan, which is focused on the Edinburg's overall growth, development and revitalization to more detailed economic plans and strategies overseen by the area's lead entities for economic development.

Builds on previous and ongoing efforts by the City of Edinburg, the Edinburg Economic Development Corporation (EEDC), the Edinburg Chamber of Commerce, the Rio Grande Valley Partnership, the Lower Rio Grande Valley Development Council (LRGVDC) and other partners to encourage and accommodate new business investment in the area while working to retain and grow existing industries.

Reinforces local government's role in promoting the public's general welfare by broadening economic opportunity in the area, whether in terms of the range and quality of job opportunities, programs and resources for enhancing one's marketable skills, improved mobility to access employment and education sites, or the environment for supporting home-grown entrepreneurs.

Links to other plan sections that address the prerequisites for a vibrant economy, including public infrastructure capacity, available land for growth of new and existing business, all forms of transportation for moving workers and goods, and attainable housing options and a quality living environment to ensure an adequate labor pool to meet the needs of area employers.

Economic Development Approaches: Jobs, Innovation, Generational Wealth

The practice of economic development is multi-faceted but can generally be organized into three main categories:

- traditional business retention, expansion and attraction (BREA),
- entrepreneurial ecosystem-building and
- people- and place-based strategies.

These spheres of activities are not all-inclusive and often overlap, though they can sometimes represent very different approaches, philosophies and responses to a community's particular priorities, political environment and resource constraints.

Recent years have seen a decided shift toward the latter two areas in response to the rise of remote work and the national conversation around racial equity, as well as the troubling optics – and the negative media coverage – surrounding a few high-profile corporate relocation "sweepstakes" such as the Amazon HQ2 project and Foxconn. Meanwhile, business attraction strategies have started tilting away from bare-knuckle interstate competition for domestic industry toward more foreign direct investment and the reshoring of increasingly fragile global supply chains. The table below summarizes how the various tools and tactics of economic development are generally applied in each of these spheres.

Main Spheres of Economic Development

	BREA (Business Retention, Expansion and Attraction)	Entrepreneur and Small Business Ecosystem Development	People- and Place-Based Strategies
Strategic Emphasis	☐ The relocation and expansion of large employers usually in exchange for substantial public incentives. ☐ Foreign direct investment.	☐ Building-out the small business resource network to create more of an organic "home-grown" economy.	☐ Creating/redeveloping distinctive districts and neighborhoods to retain and attract talent. ☐ Helping lower- income families build generational wealth (e.g., indirect, long-term job growth). ☐ Delves into community development (e.g., workforce development, homeownership, citizenship, etc.).
Client Orientation	☐ External facing. ☐ Corporate.	☐ Internal facing. ☐ Small business and start-up communities.	☐ Internal facing. ☐ Neighborhood business and community groups, affordable housing advocates, historic preservation groups, tourism and convention boards, developers, lower-income households.
Incentives	☐ Prominent and less "needs based" (transactional). ☐ Often criticized as "corporate welfare" by social equity and fiscal watchdog groups.	☐ Less prominent (e.g., small "proof-of-concept" grants and early-stage seed capital) and more needs based. ☐ Some in-kind incentives. ☐ Generally seen as worthy and necessary (small-dollar) perks for underdog founders.	☐ Needs-based developer subsidies to close financial feasibility gaps in overlooked neighborhood real estate markets. ☐ Wage subsidies and/or training funds for hard-to-employ individuals. ☐ Developer subsidies often criticized unless tied to affordable housing and other community benefits.
Promotions and Marketing	☐ Core activity focused on external, national audiences of corporate location decisionmakers and influencers.	☐ Minor, heavily-targeted activity focused mainly on local and intra-regional small business networks.	☐ Moderate activity focusing on downtowns and special districts, usually on behalf of neighborhood businesses.

Workforce Development	▢ Moderate to major intermediary, ("convenor") activity. ▢ Usually more project based than program development based.	▢ Minor to moderate involvement focusing on technology skills development. ▢ Usually more program based.	▢ Core activity of people-based strategies. ▢ Program-based focused on both "soft skills" and hard skills, apprenticeships, etc.
Real Estate Focus	▢ Traditional (e.g. "horizontal") land development activities focusing on business park development and extension of infrastructure. ▢ Some brownfield redevelopment.	▢ "Nested" special-use facilities (incubators) and innovation parks/ districts usually in conjunction with major public institutions (e.g., universities, national labs and hospitals).	▢ Core function of place-based activities. ▢ Usually requires a public-private redevelopment enterprise (intervenor) agency/powers to "package" redevelopment projects and jump-start failing markets in historic neighborhoods.
Partnerships	▢ Regional economic development organizations (for national exposure/marketing and lead generation), regional industry/trade groups, Chambers of Commerce.	▢ Universities, community colleges, philanthropic organizations, foundations of local corporations, angel investor/mentor groups, national business accelerator programs (TechStars, etc.), local banking community, Chambers of Commerce.	▢ Local banks, philanthropic organizations, non-profit corporations, affordable housing organizations, developers, neighborhood business associations, workforce development agencies, community development organizations.
Professional Skill-Set	▢ Sales, marketing and networking, negotiations. ▢ Some land development and export assistance.	▢ Networking, fundraising, small business development and finance, banking, technology transfer. ▢ Miscellaneous technical assistance and advisory services.	▢ Urban (i.e., "vertical") real estate development and analysis, housing, business organizing, promotions and branding, workforce development and placement, fundraising.

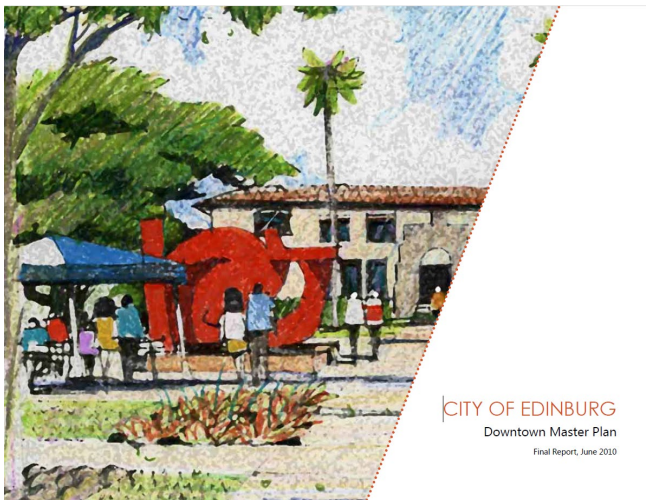
Funding Sources	☐ Special sales taxes. ☐ Industrial revenue bonds (IRBs). ☐ General funds. ☐ Sales and ground-lease revenues on public lands.	☐ Government grant funds. ☐ Private angel/seed investor funds. ☐ Foundations. ☐ Local revolving loan funds (RLF). ☐ Small Business Administration (SBA) loans.	☐ Tax increment reinvestment zones (TIRZs). ☐ 380 (sales tax redirection) Agreements. ☐ Developer fee participation. ☐ Ground-lease revenues of public land. ☐ Non-profits. ☐ Community Development Corporations (CDCs). ☐ Foundations.

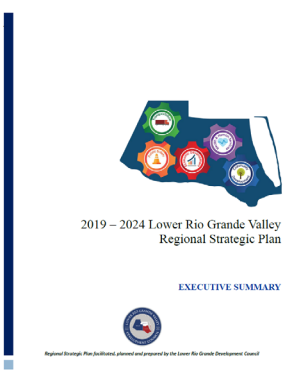
Legacy of Past Planning

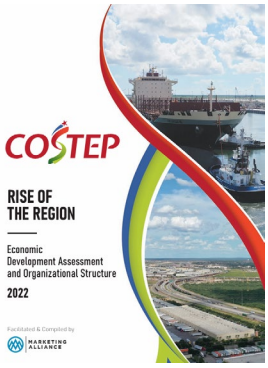
EDINBURG 2040
BUILDING FOR TOMORROW'S FUTURE, TODAY!

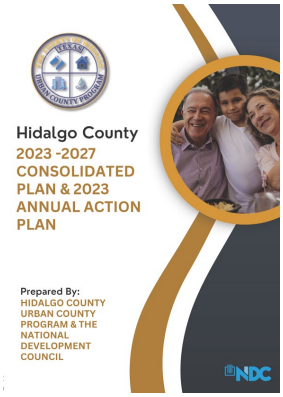
This new Comprehensive Plan builds on previous plans and studies completed by the City of Edinburg and other partners, including these most relevant to the Economic Development topic:

- Edinburg 2040 Committees: Strategies and Objectives 2022-2023
- Edinburg Economic Development Corporation Strategic Plan
- 2019-2024 Lower Rio Grande Valley Regional Strategic Plan (LRGVDC)
- COSTEP: Rise of the Region, Economic Development Assessment and Organizational Structure, 2022
- City of Edinburg Downtown Master Plan, 2010
- Edinburg Gateway Plan: An Agenda for 2025 (Comprehensive Plan), 2005
- Hidalgo County 2023-2027 Consolidated Plan and 2023 Annual Action Plan









Click Images to View Plans

Accomplishments

Progress and achievements resulting from past planning and implementation efforts related to Economic Development include:

Consistently high national rankings of McAllen-Edinburg-Mission metropolitan area (growth, affordability, added jobs).

Land sales and business occupancy at Edinburg EDC's North Industrial Park.

A 522-acre Foreign Trade Zone (FTZ) on the site of Edinburg's South Texas International Airport, which is a subzone of FTZ #12 in McAllen, allowing the suspension or waiver of duties on imported goods until they enter, or are re-exported from, the U.S. market, respectively.

"Build to Scale (B2S)" $744,000 federal matching grant from the U.S. Economic Development Administration, secured by the University of Texas Rio Grande Valley (UTRGV), to support local business founders and investors with access to educational and technical assistance resources.

UTRGV's Workforce, Economy, Research and Community (WERC) Complex along I-69C near Freddy Gonzales Drive, which involves expansion and upgrades to its former Community Engagement and Student Success facility to transform it into "a state-of-the-art, multifunctional facility that will serve as a business incubator across the Valley and house our new initiatives in workforce development and research" (funded by a $2.4 million EDA grant combined with $6 million by UTRGV and a $500,000 contribution from Congresswoman Monica De La Cruz, for a total project investment of almost $9 million).

The new UTRGV-Edinburg Consolidated Independent School District (ECISD) Collegiate High School at I-69C and Freddy Gonzalez Drive, where "students will experience a rigorous curriculum including AP level freshman and sophomore courses followed by two years of courses taught by university faculty" through this special partnership.

Retail and restaurant growth along key corridors in Edinburg.

Edinburg Business Center/Society 204, a 22,000 square foot subscription-based coworking space housed in an historic building in the heart of Downtown.

Transformation of the former H-E-B Park stadium in east Edinburg – built in 2016 to accommodate professional soccer – to UTRGV's Vackar Stadium, in time for the elevation of the Vaqueros program to Division 1 collegiate football starting with the fall 2025 season.

Bert Ogden Arena in southeast Edinburg along I-69C, an $88.3 million investment in 2018 that provides a 7,700-seat venue for sports, concerts and special events, including serving as home to the Rio Grande Valley Vipers, the "G league" affiliate of the National Basketball Association's Houston Rockets.

Public investments and streetscape enhancements to establish McIntyre Street as a cultural corridor in Downtown Edinburg.

Promenade Park Amphitheater and Water Gardens, a new outdoor venue anchoring the McIntyre Street cultural corridor near the Hidalgo County Courthouse within Downtown Edinburg.

The new Arts, Culture, Events Center (ACE) across from City Hall on McIntyre Street, a $14 million, 45,000 square foot multi-purpose facility to host local conferences, cultural art exhibits, educational classes, and performing arts and community events.

Key Planning Issues and Considerations

Through the Edinburg Today and Plan Direction phases of the comprehensive planning effort, numerous real and perceived community issues and needs were identified through leadership and public engagement activities, as well as through the work of the plan consultants and their interactions with community leaders of the Edinburg 2040 process and with City staff.

Key issues and considerations that led to the goals and action items in this Economic Development section include (along with specific points and suggestions from leadership and community input):

Inadequate career employment opportunities for area's young adults.

No "gown to town" college town vibe.

Brain drain of UTRGV graduates.

Lack of career mobility options for dual-professional households.

Not enough start-up capital or technical training resources for area entrepreneurs.

Too much lower-level retail, especially on high-profile corners of major intersections and other strategic areas.

Insufficient private investment in Downtown Edinburg.

Need for greater regional collaboration on tourism development.

Framework for Action

This Framework for Action portion of the Economic Development section builds off of the six Comprehensive Plan themes confirmed with City officials during the transition from the Edinburg Today to the Future Edinburg phase of Comprehensive Plan development. Unlike some other plan sections, all six plan themes are directly relevant to this Economic Development section. The plan goals and action strategies that follow are aimed at "connecting the dots" between this set of community improvement fundamentals for Edinburg that involve:

Planning Theme 1

Leverage City infrastructure, especially for:

- ★ Growth management
- ★ Economic development

Planning Theme 2

Embrace Edinburg's university town advantage, especially in terms of:

- ★ Community spirit
- ★ Research commercialization
- ★ UTRGV community outreach and services
- ★ Graduate retention

Planning Theme 3

Go all in on asset preservation and maintenance, especially involving:

- ★ Infrastructure life-cycle tracking
- ★ Neighborhood integrity
- ★ Downtown revitalization (especially east toward I-69C)
- ★ Heritage sites and buildings
- ★ Parks, trails and recreation facilities

Planning Theme 4

Uplift people (as a core principle of Edinburg 2040), especially involving:

- ★ Economic security
- ★ Health and wellness
- ★ Safety
- ★ Equity
- ★ La buena vida (the good life)!

Planning Theme 5

Pursue opportunity in scarcity and abundance, especially involving:

- ★ Methods to extend water supply – a relatively scarce resource for Edinburg and the Lower Rio Grande Valley
- ★ Productive re-use of the regional waste stream – a relatively abundant resource for Edinburg since it hosts a major regional landfill for solid waste disposal
- ★ Edinburg being a leader in mitigating the effects of a changing climate

Planning Theme 6

Promote regionalism, especially in the areas of:

- ★ Economy
- ★ Mobility
- ★ Water
- ★ Drainage
- ★ Education
- ★ Healthcare
- ★ Tourism
- ★ Advocacy for the interests and priorities of Lower Rio Grande Valley communities and their residents and businesses

Goals for Economic Development

A Goal is …

a statement of a desired outcome (“end”) toward which efforts are directed as expressed by more specific objectives and action steps (“means”).

The actions in this Economic Development section involve tangible steps that will lead to achievement of the following goals:

Goal 1

A more dynamic and diverse local economy characterized by plentiful and lucrative career pathways in professional, paraprofessional (i.e., “grey collar”), skilled trades, entrepreneurship and technology-related employment, especially by leveraging Edinburg’s growing and innovative “Eds and Meds” institutions.

Goal 1: Associated Plan Themes

Embrace University Town Advantage

Uplift People

Pursue Opportunity in Scarcity and Abundance

Promote Regionalism

Goal 2

A more vibrant and attractive Downtown, with its latent potential unlocked through a wider breadth of land uses and activities, plus stronger tie-ins with UTRGV to strengthen the "town-gown" relationship and make Downtown a center of off-campus life.

Goal 2: Associated Plan Themes

- Leverage City Infrastructure
- Embrace University Town Advantage
- Asset Preservation and Maintenance
- Uplift People

Goal 3

An expanded and diversified commercial tax base, including new hospitality options, restaurants, retail goods and leisure and entertainment options that enhance Edinburg's place quality for residents and visitors.

Goal 3: Associated Plan Themes

- Embrace University Town Advantage
- Uplift People

Goal 4

A more equitable and balanced labor market with opportunities for upward mobility and generational wealth-building for lower-income households.

Goal 4: Associated Plan Themes

Embrace University Town Advantage

Asset Preservation and Maintenance

Uplift People

Promote Regionalism

Goal 5

An adaptive, “future forward” community identity and brand that helps draw in talent and innovative companies to an increasingly resilient local economy and city.

Goal 5: Associated Plan Themes

- Leverage City Infrastructure
- Embrace University Town Advantage
- Asset Preservation and Maintenance
- Uplift People
- Pursue Opportunity in Scarcity and Abundance
- Promote Regionalism

Actions for Economic Development

The actions below are categorized into the five types of plan implementation actions highlighted throughout this plan:

Capital Investments

Programs and Initiatives

Regulations and Standards

Partnerships and Coordination

More Targeted Planning / Study

Additionally, items with an asterisk (*) in the table below are adapted from the results of the Edinburg 2040 strategic planning process, especially from the 2040 committee focused on Economic Development / Innovation / Entrepreneurship / Workforce.

Plan Actions Involve …

seizing a special opportunity or addressing a particular challenge one faces, given limited resources — financial and otherwise — and recognizing that various routine and ongoing activities will continue in the meantime.

Action Leaders

With the support and direction of City leaders and management, action leaders and other key players for most initiatives involving Economic Development will include:

- Edinburg Economic Development Corporation (EEDC) and its Board of Directors
- Edinburg Chamber of Commerce and its Board of Directors
- Explore Edinburg (Convention and Visitors Bureau)
- City of Edinburg departments, especially the City Manager's office, Planning and Zoning, Aviation, Engineering, Public Works, Utilities, Library and Cultural Arts, and Grants Administration
- City boards and commissions, especially:
  - Airport Advisory Board of South Texas International Airport of Edinburg
  - Community Development Council
  - Cultural Activities Board
  - Downtown District Steering Committee
  - Economic Development Corporation Board of Directors
  - Edinburg 2040 committees, especially Economic Development / Innovation / Entrepreneurship / Workforce
  - Planning and Zoning Commission

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
	Capital Investments		
1	Develop a new Class A eco-industrial park in mid-town or near the landfill site.	1, 5	➤ **EEDC** ➤ City Planning & Zoning
2	Continue to invest in Downtown infrastructure and beautification and aggressively incentivize new private investment. **Also Programs and Initiatives**	2, 3, 4	➤ **City Engineering** ➤ **EEDC** ➤ City Manager's office ➤ City Planning & Zoning
3	Ensure that Edinburg has an adequate and resilient water supply to provide for and fuel the city's future growth and development.*	1, 5	➤ **City Engineering and Utilities** ➤ Other area water utilities ➤ LRGV Development Council
4	Ensure that Edinburg has enough power from resilient and sustainable sources to provide for the city's current and future growth and the transition to electric powertrains, and that the area has the ability to ramp up power supply quickly when necessary to attract energy-intensive industries.*	1, 5	➤ **City Engineering and Utilities** ➤ Utility providers ➤ LRGV Development Council
	Programs and Initiatives		
5	Promote investment in future-forward sectors such as: renewable energy and storage, life sciences, bio-engineering, electric power systems, avionics and aerospace.*	1, 5	➤ **EEDC** ➤ RGV Partnership ➤ UTRGV
6	Deploy EEDC "resource center funds" for future-forward sectors and supporting innovation and entrepreneurship.*	1, 4, 5	➤ **EEDC** ➤ UTRGV
7	Build local awareness of the incentives for renewable energy and energy conservation included in the Inflation Reduction Act.*	1, 5	➤ **EEDC** ➤ Edinburg Chamber ➤ RGV Partnership
8	Move away from "case-by-case" (lottery style) incentives toward weighted, entitlement-based awards tied to clear project metrics and industry classification codes (i.e., a transparent incentives "scorecard" and on-line calculator).	1, 3, 5	➤ **EEDC** ➤ City Manager's office
9	Reserve district-level redevelopment tools such as Tax Increment Reinvestment Zones (TIRZs), Public Improvement Districts (PIDs) and 380 agreements for larger commercial projects that will widen and diversify Edinburg's retail mix.	2, 3	➤ **City Manager's office** ➤ EEDC
10	Build EEDC's capacity to do neighborhood/district redevelopment work by building capacities, expertise and incentives in urban real estate development, housing and small business development.	2, 3, 4	➤ **EEDC** ➤ City Planning & Zoning ➤ UTRGV

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
11	Complete arts corridor and seek state cultural arts district designation.*	2, 3	➤ **City Library & Cultural Arts** ➤ Explore Edinburg
12	Establish and promote a special Downtown revitalization initiative and programs, including incentives for building rehabilitations and infill development (targeting 100% residential developments and projects involving less than $5 million in capital investment).	2, 3, 4	➤ **City Manager's office** ➤ **EEDC** ➤ City Planning & Zoning ➤ Edinburg Chamber
13	Establish a Downtown-focused micro-loan/grant program specifically for downtown start-up businesses.	2, 3, 4	➤ **EEDC** ➤ Banking / lending / finance community (including Community Development Financial Institutions)
14	Aggressively apply traditional public finance tools Downtown, including tax increment financing and 380 agreements in coordination with new private investment.	2, 3, 4	➤ **City Manager's office** ➤ EEDC ➤ City Planning & Zoning ➤ Edinburg Chamber
15	Evolve the Downtown District Steering Committee into a permanent management/advocacy organization to program events and serve as liaison with Downtown business and property owners.	2, 3, 4	➤ **City Manager's office** ➤ City Library & Cultural Arts ➤ Edinburg Chamber
16	Ensure that Edinburg has the workforce that it needs to meet today's needs and can fuel the city's future growth and development.*	1, 4, 5	➤ **EEDC** ➤ **Texas Workforce Solutions** ➤ Edinburg CISD ➤ UTRGV ➤ South Texas College
17	Promote the need for technical education.*	1, 4, 5	➤ **EEDC** ➤ **Texas Workforce Solutions** ➤ Edinburg CISD ➤ UTRGV ➤ South Texas College
18	Establish more internship and apprenticeship programs.	1, 4	➤ **Edinburg Chamber** ➤ **Texas Workforce Solutions** ➤ UTRGV ➤ South Texas College ➤ RGV Partnership
19	Establish a young professionals network to help with talent retention and attraction.	1, 5	➤ **Edinburg Chamber** ➤ UTRGV

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
20	Ensure that ALL Edinburg residents have reasonable access to affordable broadband internet throughout the city.*	4, 5	➤ **EEDC** ➤ Utility providers
	Regulations and Standards		
21	Work to expand Edinburg's retail mix by continuing to expand its housing mix, including new urban-format townhouses, condos and mixed-use developments.	2, 3	➤ **City Planning & Zoning** ➤ Real estate/ development community
	Partnerships and Coordination		
22	Seek partnership opportunities with UTRGV and other universities in future-forward sectors such as water desalination, energy storage, regenerative medicine, electric powered aviation.*	1, 5	➤ **Key City Departments** ➤ **EEDC** ➤ UTRGV
23	Work with the RGV Partnership to establish a regional online economic development resource portal for start-ups and investors (modeled after *Sourcelink*™).	1, 4, 5	➤ **EEDC** ➤ RGV Partnership ➤ Edinburg Chamber
24	Create a stronger working relationship with the McAllen EDC and Chamber of Commerce, particularly on innovation corridor and tourism-related initiatives.	1, 3, 5	➤ **EEDC** ➤ **Edinburg Chamber** ➤ **Explore Edinburg** ➤ McAllen partner entities ➤ RGV Partnership ➤ Explore RGV
25	Work with regional partners to capitalize a Downtown-focused subordinated loan program to assist Downtown businesses and developers (with working capital and gap financing, respectively).	1, 2, 3, 4	➤ **EEDC** ➤ Banking/lending/finance community (including Community Development Financial Institutions) ➤ RGV Partnership ➤ Edinburg Chamber
26	Work with the UTRGV Alumni Association, the RGV Partnership and COSTEP to establish a UTRGV graduate repatriation outreach program and STEM graduate placement (i.e., medical residency) program.	1, 5	➤ **EEDC** ➤ UTRGV Alumni Association ➤ RGV Partnership ➤ COSTEP
27	Partner with Edinburg Consolidated Independent School District's Career & Technology Center to promote skills development.*	1, 4, 5	➤ **EEDC** ➤ Edinburg CISD ➤ Texas Workforce Solutions ➤ UTRGV ➤ South Texas College
28	Bring South Texas College technical education and short courses to Edinburg possibly in cooperation with the new ECISD Career & Technology Center.*	1, 4, 5	➤ **South Texas College** ➤ Texas Workforce Solutions

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
29	Work with Edinburg Consolidated Independent School District and other community partners to develop a community-based option for affordable quality broadband internet.*	4, 5	➤ **EEDC** ➤ Edinburg CISD ➤ Utility providers ➤ Area foundations
	More Targeted Planning / Study		
30	Brand Edinburg's medical district and explore with McAllen and Pharr the creation of a Tri-City Innovation Corridor along Jackson, McColl and Sugar roads (centered around the major hospital and medical nodes in the three cities).	1, 3, 4, 5	➤ **EEDC** ➤ **City Planning & Zoning** ➤ Cities of McAllen, Pharr ➤ UTRGV ➤ Area medical institutions and community
31	Update the Downtown Master Plan to address the need for new private investment requiring redevelopment-specific economic development tools and incentives.	2, 3, 4	➤ **City Planning & Zoning** ➤ EEDC ➤ City Manager's office ➤ City Library & Cultural Arts ➤ Hidalgo County
32	Create an arts district master plan and marketing plan.*	2, 3	➤ **City Library & Cultural Arts** ➤ Explore Edinburg

The following actions were also recommended by the Edinburg 2040 committee focused on Economic Development/Innovation/Entrepreneurship/Workforce. These actions also relate to the Growth Capacity section of this Comprehensive Plan along with Economic Development, and they are very much in keeping with the Comprehensive Plan theme of Pursuing Opportunity in Scarcity and Abundance:

- Promote energy and water conservation as an earth-friendly habit (especially in schools with Edinburg CISD).
- Pursue the future development of a brackish water desalination plant.
- Investigate ASR (Aquifer Storage and Recovery) using pretreated or untreated runoff water.
- Facilitate community solar projects for lower-income neighborhoods.

Also, within the remainder of this plan section under Additional Considerations and Background for Edinburg's Economic Development, more recommendations from the Comprehensive Plan consultant are highlighted within the discussion of current Economic Development Resources and Capacities.

Ongoing and Potential Partners Related to Economic Development

Along with the Action Leaders and Key Partners called out in the table above, the following agencies and entities are also established or potential partners for helping Edinburg achieve its goals for Economic Development:

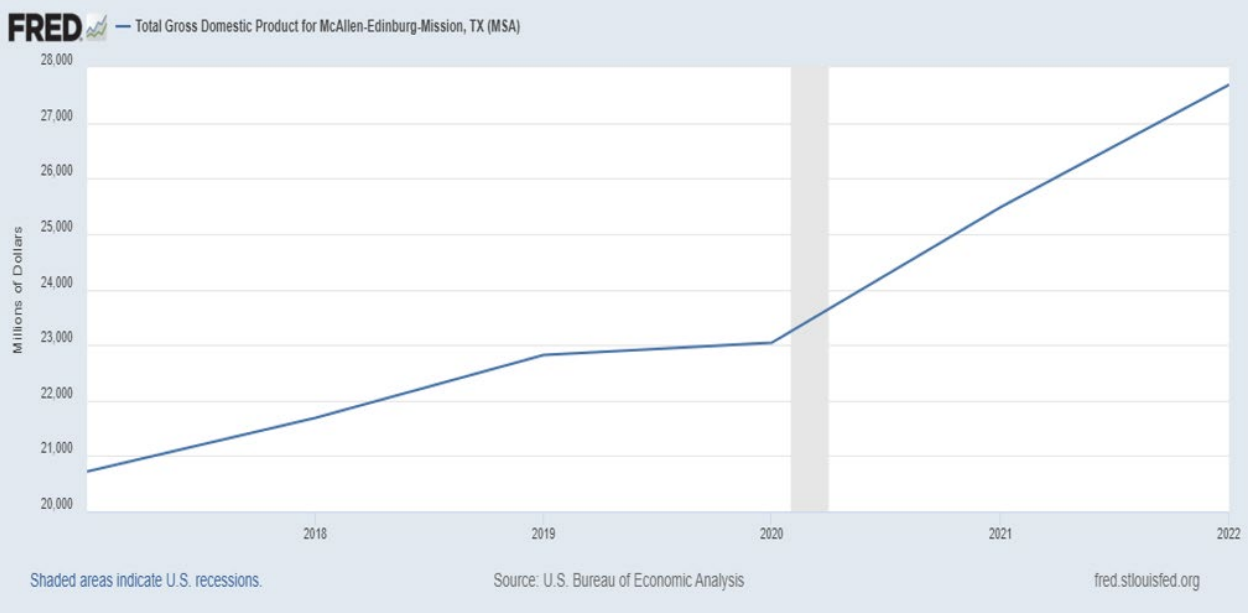
- Banking/lending/finance community
- Cities of McAllen, Pharr, Mission and other nearby cities
- City of Reynosa and State of Tamaulipas, Mexico
- Council For South Texas Economic Progress (COSTEP)
- Edinburg Consolidated Independent School District (ECISD) and other area districts
- Explore RGV
- Hidalgo County Economic Development
- Lower Rio Grande Valley Development Council
- Major employers, key business sectors
- Real estate/development community
- RGV Hispanic Chamber of Commerce
- RGV Partnership
- South Texas College
- Texas Economic Development Corporation (TXEDC)
- Texas Economic Development Council (TEDC)
- Texas Workforce Commission
- Texas Workforce Solutions - Edinburg and Lower Rio Grande Valley
- Utility providers
- UTRGV

Additional Considerations and Background for Edinburg's Economic Development

Edinburg's location within the growing Rio Grande Valley bi-national economic region presents many opportunities to develop both established and emerging regional economic sectors. At the most immediate level, these include the existing core industry sectors such as medicine and healthcare, warehousing and logistics, and agriculture and food processing. At a more aspirational level, they include sectors such as advanced manufacturing, water resource management, climate resiliency, electrical power systems, and aerospace and avionics.

Growing these sectors will involve the creation of partnerships between government, industry and institutions of higher education. In some cases, they may require the expansion or creation of new and specialized infrastructure and educational programming (i.e., food science, supply chain management, renewable energy, natural resource management, international business, etc.). In other cases, it may mean forging collaborations with other cross-regional entities and networks. For instance, the region's prominence in the medical and healthcare spheres may be burnished by strengthening partnerships with Texas Medical Center institutions in Houston to share resources and to participate in clinical trials. (From a land use standpoint, the high concentration of medical institutions on Edinburg's southwest side offers an opportunity to create a co-city branded medical district at the nexus of Trenton, Jackson and Owasso roads as elaborate on later.) Similarly, the region's growing aerospace cluster anchored by SpaceX may be expanded through inter-regional partnerships with the aerospace industry cluster centered in the Houston area. These types of partnerships require organizational initiative and capacity – and an understanding on the part of local governments that their long-term prosperity is dependent on that of the region as a whole.

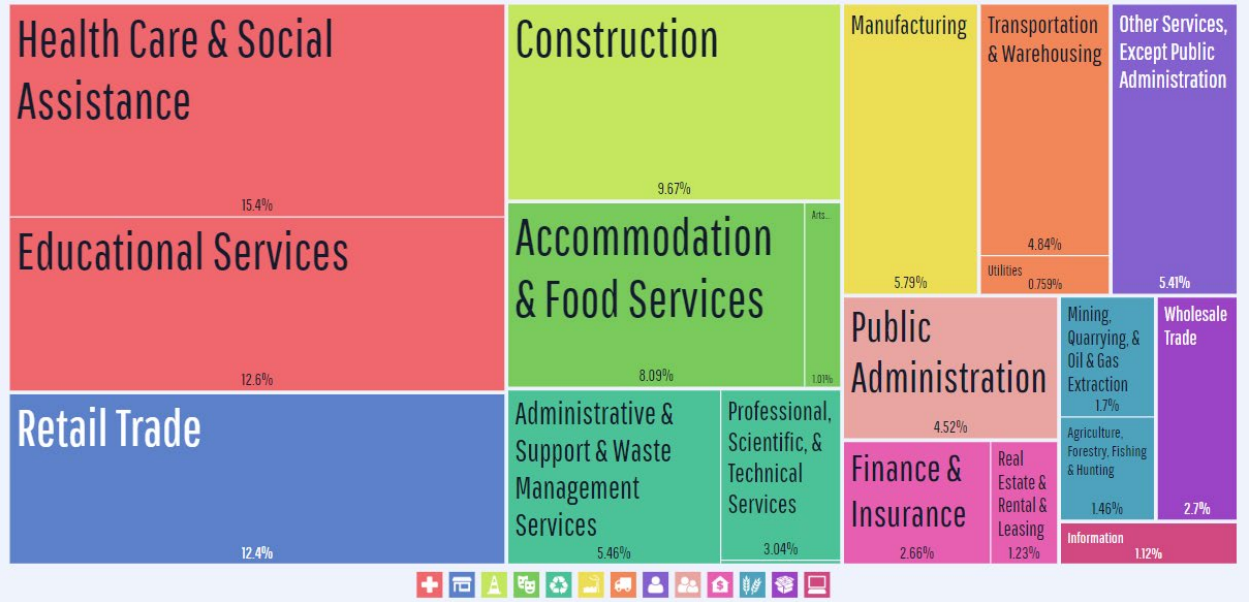
Total Gross Domestic Product in McAllen-Edinburg-Mission Metropolitan Statistical Area (2018-2022)



SOURCE: U.S. Bureau of Economic Analysis via Federal Reserve Bank of St. Louis.

**Click to Enlarge Chart*

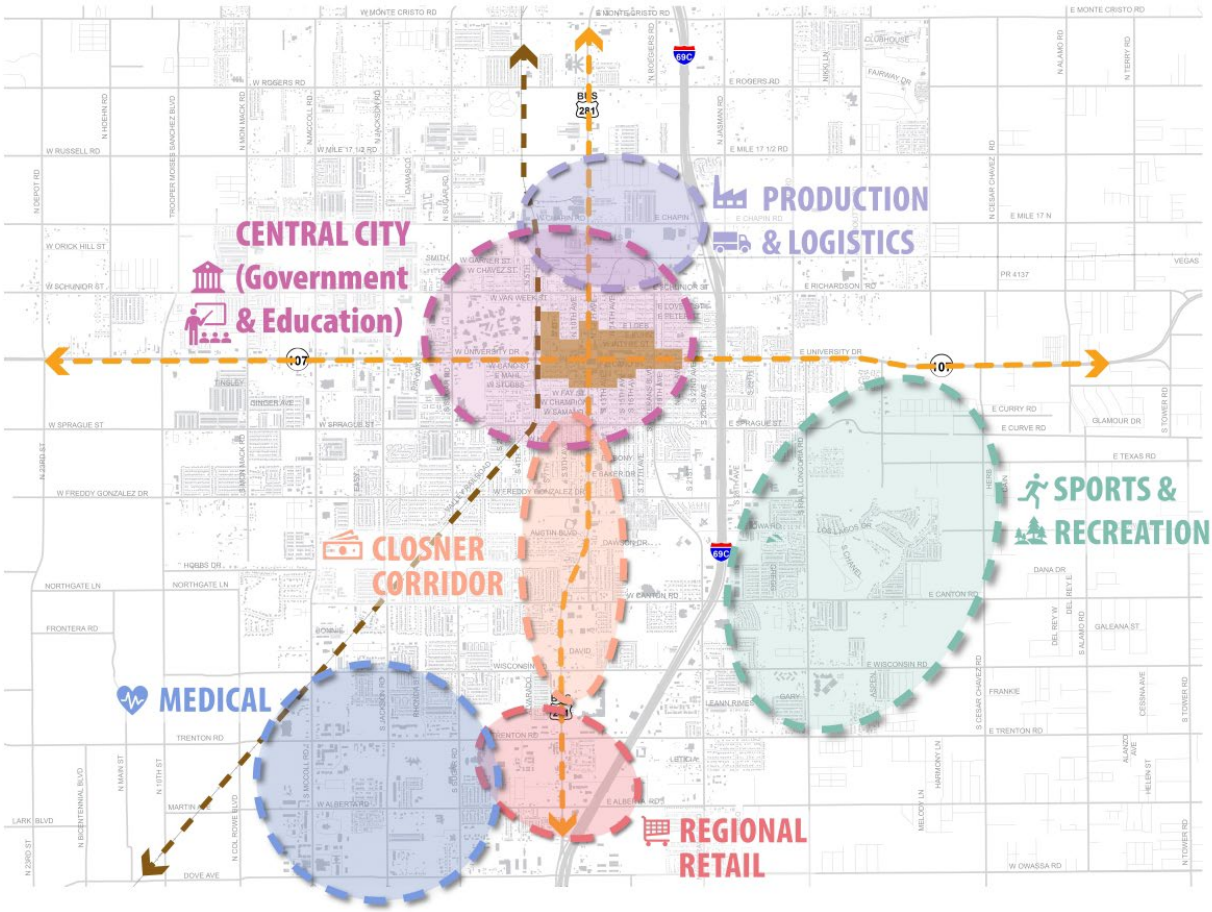
Occupations in McAllen-Edinburg-Mission Metropolitan Statistical Area (2022)



SOURCE: Data USA

**Click to Enlarge*

Generalized Locations of Key Economic Drivers of Edinburg's Economy



SOURCE: Kendig Keast Collaborative

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Economic Development Resources and Capacities

The practice of economic development in and for the City of Edinburg is carried out mainly by the Edinburg Economic Development Corporation (EEDC) and the Edinburg Chamber of Commerce. Under state law, the EEDC is a "Type A" development corporation funded by local sales taxes. As a "Type A" corporation, the EEDC's programs and incentives are focused mainly on the development and retention of traditional "export industries" – the kinds of companies that sell most of their goods and services to customers outside of the city. The Chamber serves as the main hub of the business support network in Edinburg. It holds several large community-building events throughout the year and conducts various educational and training sessions in conjunction with area service providers for both Chamber members and non-members. The Chamber also has a tourism development function.

Edinburg 2040 Aspirations

Vision of 2040 Committee on Economic Development / Innovation/ Entrepreneurship / Workforce

To be a catalyst for sustainable economic growth and prosperity, fostering innovation, entrepreneurship, and a skilled workforce that empowers Edinburg to thrive as a dynamic and inclusive community.

Mission Statement

The Committee is dedicated to efficiently and effectively leveraging resources and fostering collaboration with organizations in Edinburg. Our mission is to promote economic growth, expand the tax base, and create quality educational, career, and business opportunities for all citizens. Through diligent research, proactive planning, and strategic support, we aim to fuel the city's development and ensure a prosperous future for Edinburg and its residents.

Perhaps because of the EEDC's Type A status, its real estate activities are focused mainly on classic business park site development activities in support of corporate expansions and relocations (it currently owns more than 35% of the 450 available acres of industrial land in the North Industrial Park and in the Renaissance Industrial Park). Despite being a major funder of several recent Downtown public improvement projects, the EEDC currently does not have a well-defined neighborhood redevelopment role or functionality. However, this type of neighborhood intervenor role – focused heavily on neighborhood business development, promotional activities and selective "arms-length" involvement in the private real estate market – is critical to help jump-start the neighborhood or district revitalization process. These activities have become essential for attracting and retaining highly sought after talent workers.

At the regional level, the Rio Grande Valley (RGV) Partnership serves as an umbrella organization, supporting its constituent members (including the City of Edinburg) mainly through regional marketing, advocacy and lead generation. The Partnership also serves as a regional coordinating body and sites/incentives availability clearinghouse, while also collecting and publishing various data sets and performance metrics on the Valley economy.

Also at the regional level, the Council for South Texas Economic Progress (COSTEP) serves as a de facto regional chamber of commerce, promoting the interests of area businesses. COSTEP acts as an intermediary between the business community, local governments and the area workforce development system.

At the sub-regional level, the Hidalgo County Economic Development Department participates in providing tax abatements and TIRZ tax redirection incentives to projects within Edinburg and throughout the county.

Local Programs and Incentives

Incentives

City incentives are available for non-residential projects that add at least $5 million to Edinburg's property tax base and/or create at least 15 full-time equivalent jobs paying at least $15 per hour. Except for investments in Tax Increment Reinvestment Zones, the City's incentives are "site neutral" in that eligibility is not tied to investments in specially-designated redevelopment areas. Local incentives available through the City and the EEDC include:

- **FLIP Program.** The Façade Lot Improvement Program (FLIP) provides grants of up to $10,000 for miscellaneous site improvements for eligible small businesses.
- **Job Grants.** Supports new full-time jobs involving veteran or special needs candidate employment, workforce training and internships.
- **Tax Refunds.** Tax rebates are available based on the number of jobs created or capital investment expended.
- **Interest Rate Buy-Down (IRBD) Program.** A collaboration with LiftFund that offers low-interest loans/refinancing of up to $50,000 to small businesses.
- **Lease/Build.** The EEDC offers discounted leases for companies meeting certain job/wage and capital investment targets for property the EEDC owns in Edinburg's designated business parks.
- **Retail Recruitment Program.** Provides reimbursement of up to 50% of annually generated sales tax ($100,000 cap).
- **Tax Increment Reinvestment Zones (TIRZ).** Edinburg currently has three TIRZ: (1) TIRZ No. 1 (The Shoppes at RGV), (2) TIRZ No. 3 (La Sienna Development), and (3) TIRZ No. 4 (Bert Ogden Arena).
- **CDFIs/New Markets Tax Credits.** Two federally-certified Community Development Financial Institutions (CDFIs) primarily serve the Edinburg area: the RGV Multibank Corporation and The Bank of South Texas. CDFIs receive federal funding to do responsible lending to small businesses and homeowners in underserved communities. They also serve as conduits to the highly competitive federal New Markets Tax Credits program.

Recommendation:

Expand and channel incentives, including small business grants and loans, preferential "by-right" tax rebates/abatements and bonus FLIP grants to targeted reinvestment areas in Edinburg such as Downtown, the east University Avenue corridor and the Closner corridor.

Small Business Resources

- **Small Business Administration (SBA).** The SBA serves Edinburg-based businesses through its district offices in Harlingen and Corpus Christi. Participating SBA lenders in/near Edinburg include Edinburg's Rio Bank along with Chase Bank, Frost Bank, Greater State Bank, Lone Star National Bank, Navy-Army Credit Union, PeopleFund and Vantage Bank in McAllen.
- **SCORE Rio Grande Valley.** The Service Corps of Retired Executives (SCORE) offers free business mentoring and advisory services through its Rio Grande Valley chapter.
- **UTRGV Small Business Development Center.** UTRGV operates several SBDCs throughout the region, including one at its Edinburg facility that is currently transitioning to the new Workforce, Economy, Research and Community (WERC) Complex along I-69C near Freddy Gonzales Drive.
- **Edinburg Business Center/Society 204 (Co-Working).** A 22,000 square foot subscription-based coworking space housed in an historic building in the heart of Downtown.
- **Hidalgo County Business Incubators.** Hidalgo County has two service-providing business incubators: The Hidalgo Business Center in the City of Hidalgo, and the McAllen Creative (arts) Incubator in McAllen. Several other incubators are scattered around the region.
- **UTRGV APEX Accelerator.** Located in Edinburg at 1407 Freddy Gonzales Drive, the APEX Accelerator operated by UTRGV provides free business coaching and advisory services for businesses seeking government contracts.
- **Community Development Block Grants (CDBG).** As a federally-designated "entitlement community," Edinburg receives approximately $1 million per year in federal CDBG funds. These funds can be used nominally for housing and community/economic development-related projects in economically-distressed census tracts. Recent CDBG projects in Edinburg have included parks, housing rehabilitation programs and select infrastructure projects.

Recommendations:

Work with area banks and the RGV Partnership to create a regional small business revolving loan fund (RLF) that will make subordinated, extended amortization, low-interest loans of up to $250,000 to preferred business types in and around Edinburg.

Work with Edinburg banks to create a separate small business micro loan fund program (of up to $25,000 per loan) specifically for businesses within designated target reinvestment neighborhoods in Edinburg.

Manufacturing-Related and Other Resources

- **Airport Foreign Trade Zone.** A 522-acre area at Edinburg's South Texas International Airport that is a sub-zone of FTZ #12 in McAllen, allowing the suspension or waiver of duties on imported goods until they enter, or are re-exported from, the U.S. market, respectively.
- **Manufacturing Extension Partnerships (MEPs).** The National Institute of Standards and Technology (NIST) provides funding to numerous entities throughout the U.S. so they can offer technical assistance to local manufacturers in the development and application of new technology. In Edinburg, this entity is the Texas Manufacturing Assistance Center housed in the College of Engineering and Computer Science on the UTRGV campus.
- **McAllen EB-5 Regional Center.** The federal government encourages foreign direct investment in specially-designated geographic areas in the U.S. through its EB-5 program. The program offers green cards to foreign investors making qualified, job-creating investments via certified EB-5 Regional Center entities throughout the U.S. Several regional centers serve Texas, with the McAllen Regional Center being the closest and focusing exclusively on Hidalgo County.

Recommendations:

Institute a near automatic (entitlement-based) tax abatement policy for target industries that meet certain benchmarks for employment, average wages, payrolls and capital investment. Create a weighted, elective incentives scoring system for non-target industries and those not meeting benchmarks.

Formalize a Chamber of Commerce-led business retention and expansion (BRE) program that uses professional customer relationship management (CRM) software.

Major Asset Base

Edinburg's distinguishing economic assets include one of UTRGV's two core campuses, a comparatively large and growing medical/healthcare cluster, proximity to key U.S. ports of entry, and multiple offices of County government and judicial activity. The city has good transportation links via road, rail and air to the interior U.S. and Mexico and occupies a central location in a fast-growing border region.

Bi-National Border Crossroads

SOURCE: Kendig Keast Collaborative

**Click to Enlarge Map*

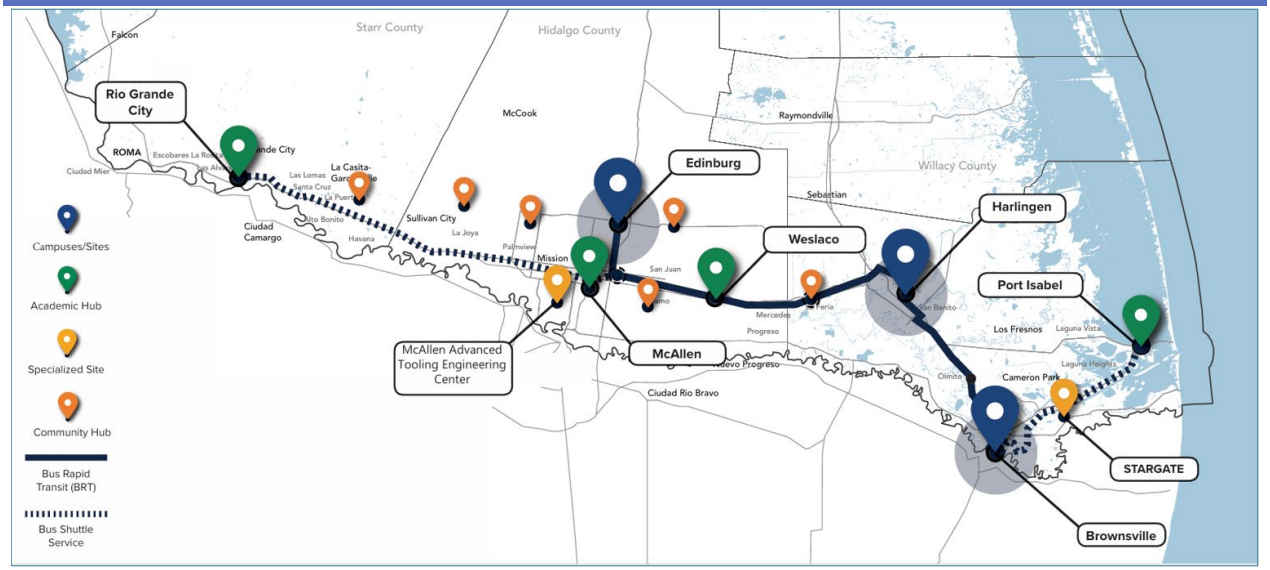
Edinburg is less than an hour's drive to SpaceX's production and launch facilities at Boca Chica, placing it very near to a main hub of the nation's emerging commercial space industry. The city is also a short distance to one of Mexico's largest manufacturing ("maquila") regions in Tamaulipas State consisting of the Matamoros-Reynosa-Nuevo Laredo chain of cities. Finally, Edinburg has its own general aviation airport and is home to major regional entertainment and recreational facilities, including Vackar Stadium, Bert Odgen Arena and the Edinburg Scenic Wetlands and World Birding Center site adjacent to Municipal Park. All of these factors represent special competitive advantages around which Edinburg can build its economy.

UTRGV at Edinburg

UTRGV is a decentralized, multi-site higher education and research institution whose facilities are distributed throughout the Lower Rio Grande Valley. Edinburg's central location within UTRGV's dispersed constellation of assets – and as the legacy home of the original UT-Pan American campus (one of two core institutions that were merged into the larger UTRGV network) – positions the Edinburg campus as a clearinghouse for much of the commercialization and talent-development potential within the expanded university research enterprise.

UTRGV's Edinburg campus is one of the largest traditional university campuses within the UTRGV network and one of its largest combined teaching and research institutions. It also is also one of the region's largest producers of college graduates. UTRGV's 2017 Master Plan laid out a 15-year plan for the university to achieve Tier 1 research university (R1) status and add as many as 16 new Ph.D. programs at its Edinburg campus. The plan envisioned an interdisciplinary research role for UTRGV-Edinburg in the areas of science, arts and engineering. Proposed capital projects included 175,000 square feet of new multidisciplinary academic space (2027, 2032) and a new 210,000 square foot interdisciplinary research building (2032).

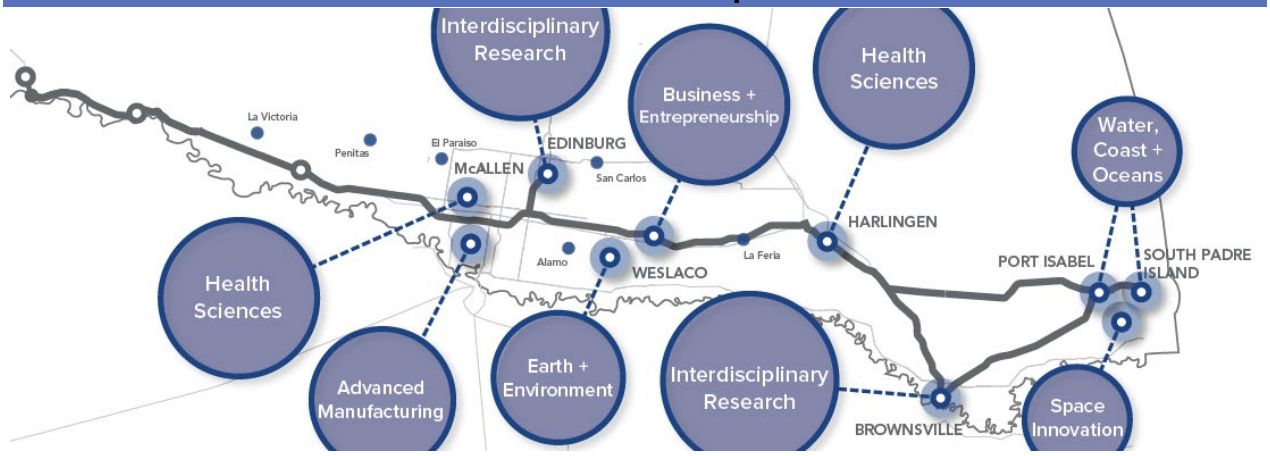
Edinburg Campus as a Central Hub in UTRGV's Decentralized Education and Research Model



SOURCE: UTRGV Master Plan (2017)

**Click to Enlarge Map*

Interdisciplinary Research Focus in Edinburg and Brownsville Amid Varied Specializations



SOURCE: UTRGV Master Plan (2017)

**Click to Enlarge Map*

The presence of UTRGV's Performing Arts Complex, Edinburg's Municipal Auditorium, the new ACE facility, Promenade Park Amphitheater and the Museum of South Texas History in close proximity presents an opportunity to establish a branded cultural district comprising the assets of both the City and UTRGV.

Opportunities and Potentials

Downtown Redevelopment

Having a dual-anchor downtown, with both the seat of county government and a major university in close proximity, has significant advantages – namely, permanent (if sometimes "cloistered") activity-generators and stable tenancy. However, because of the high number of tax-exempt properties, it also can result in a comparatively smaller downtown tax base to pay for needed public improvements.

A key goal for Downtown Edinburg should be to expand and deepen its sphere of activity into more of an 18-hour-a-day, year-round environment. This can only be done by attracting more private investment (including residential development), creating stronger links between the university and the core Downtown (as well as Edinburg's nascent medical district), and through effective programming and branding.

Downtown also has to be proactively managed and advocated for by a core group of dedicated individuals consisting of local business and property owners and professional staff. It also needs to be supported with special geographically-proscribed incentives geared toward smaller infill and rehabilitation projects, residential developments, small business and privately-financed projects that reward catalytic impacts over pure job creation.

A special opportunity exists to create more interplay and cross-movements between the UTRGV campus and the core Downtown area. The proposed cultural district, along with several of the capital projects suggested in the 2010 Downtown Master Plan, underscore this opportunity. Other ways to "seed" this interplay include spinning off ancillary university functions or facilities (e.g., bookstore, event centers, residences, etc.) into the nearby Downtown and connecting the two areas with frequent, free transit and bike and pedestrian amenities. Key ingredients for effective Downtown revitalization include a permanent base of residents within Downtown, a small number of unique businesses such as restaurants, quality transit and bike-ped facilities, and a handful of well-designed public spaces. All of these ingredients are interdependent. It is difficult for any one of them to be successful without the others.

Recommendations:

Follow through on select civic design elements described in the 2010 Downtown Master Plan.

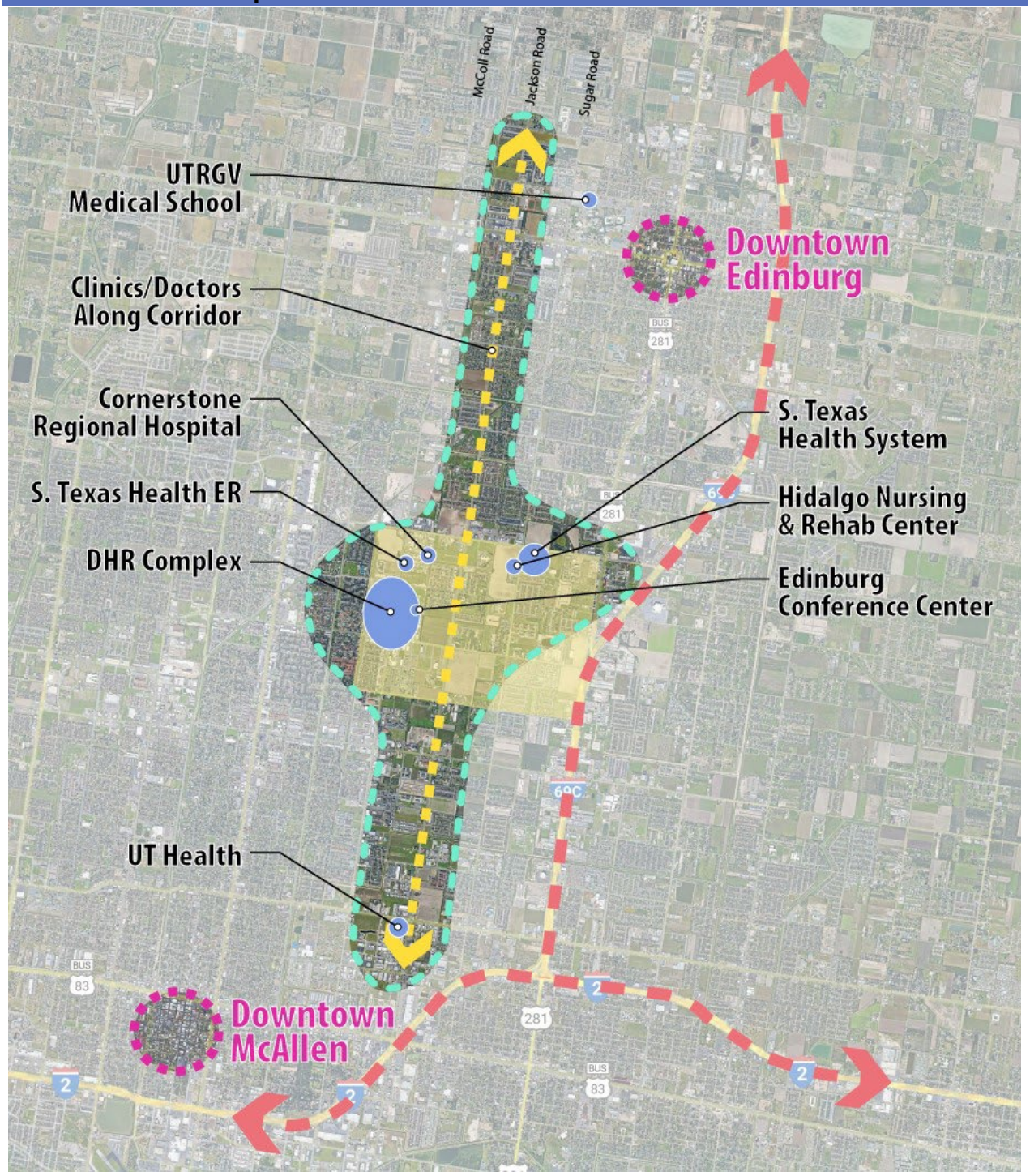
Work with the Downtown District Steering Committee to establish a member organizational network and management capacity for Downtown.

Tri-Cities Innovation Corridor

Although UTRGV's research and commercialization assets are intentionally dispersed throughout the region – and tailored to the individual academic specialties of each satellite facility – the most successful innovation environments concentrate the greatest activity and assets (educational, research and corporate) in a closely-knit area. This concentration allows for the highest number of serendipitous encounters that can potentially lead to breakthrough ideas and partnerships. It also helps reduce the inherent frictions caused by physical distance and makes it easier to construct an innovation support system (or "ecosystem") around.

Geographically, Edinburg and McAllen are the central hubs in UTRGV's distributed, decentralized academic model. Between them, these two cities also have one of the highest concentrations of medical institutions, corporations and government facilities in the region. Hidalgo County is also the largest and most urbanized county in the seven-county "Rio-South Valley" region. If there was an obvious location for a UTRGV-"flagged" research park or innovation district – a place that could aggregate and "scale" all of the commercialization potential of the entire region – it would be in the Edinburg-McAllen-Pharr area. The Jackson Road corridor, in particular, connects many of the institutional and medical assets in both Edinburg and McAllen and would be a prime location for such a district.

Conceptual Illustration of Tri-Cities Innovation Corridor



SOURCE: Kendig Keast Collaborative

Creating such an innovation zone would benefit from commitments by UTRGV, area corporations and area workforce development entities to expand or relocate some of their programming into the district, and by UTRGV allowing use of its logo in district branding. An on-site bus rapid transit (BRT) connection to other UTRGV facilities within the region (as recommended in UTRGV's 2017 Master Plan) would help tie the district to satellite facilities along the I-2 corridor. The district would also need special land use and design controls to physically distinguish it from its surroundings.

Potential state and federal funding sources for both planning and implementation include the U.S. Economic Development Administration's Economic Adjustment Assistance program, federal Inflation Reduction Act grants (infrastructure), private Opportunity Zone and federal New Markets Tax Credits investments, and the Texas Enterprise Fund.

Recommendations:

Brand a medical-focused innovation district through special streetscape, signage, transit and green amenities.

Create a new mixed-use "medical campus" zoning designation that supports new hotel and mixed-use development and limits auto-oriented commercial uses.

Midtown Eco-Industrial Park

Edinburg's landfill area presents an opportunity to develop a captive energy-fueled industrial park that uses landfill-generated methane gas to power adjacent industrial development. This would potentially involve scaling-up the current on-site methane capture system and containing much of the harvested energy in the immediately surrounding area. This could be done potentially in conjunction with other green technologies such as solar and wind power and new battery storage systems. The capped portions of the landfill could potentially be used for solar collection or industrial-scaled greenhouses. This opportunity could be enhanced with a renewed effort to attract more value-added agriculture into the area, with agriculture waste products serving as an additional energy feedstock.

This type of "eco-industrial" development could offer cheaper and more reliable power service than a typical industrial park in Texas and would help burnish Edinburg's "future forward" profile.

Regional Entertainment Hub

Vackar Stadium, plus UTRGV's elevation to Division 1 status, together with Bert Odgen Arena, the AMC IMAX Theater and nearby hotels and restaurants, positions Edinburg as a regional center for entertainment and recreation. This status could be reinforced with co-sited facilities and events, including a youth sports complex, expanded hospitality options and stronger physical ties (i.e., streetscape, bike-ped facilities, transit) to Downtown and the UTRGV campus.

This plan section focuses on current, near-term and longer-range transportation needs and priorities in and around Edinburg. Some of these priorities are outward focused, involving regional and state-level entities and necessary coordination, recognizing the role of the City among multiple transportation partners in the Lower Rio Grande Valley. Various other priorities are inward focused, such as adding needed connections and capacity within the local road network plus ongoing street maintenance and rehabilitation, sidewalk extensions and repairs, and other mobility and safety enhancements in particular areas of the city.

As in many communities, top transportation-related issues facing the area include improving traffic flow, safety and connectivity while adding more ways to move around the community on foot and by bike. Continued enhancement of the area mobility system will be necessary to accommodate the increased travel demand resulting from population growth and development, along with goods movement and additional visitor traffic. As the transportation system continues to evolve, it should address not only traffic and safety needs but also reflect the surrounding land use and character. Finally, public transportation services will continue to be a priority, especially for those without a personal vehicle or with special transportation needs, especially to reach jobs, education sites and essential services.

Why This Comprehensive Plan Section is Important for Edinburg

Reinforces the importance of minimizing traffic congestion while also ensuring safe roadway conditions as a key quality of life component for Edinburg residents.

Highlights the role of street design in establishing and reinforcing the desired character of an area, whether in suburban residential neighborhoods or in Downtown Edinburg and vicinity, where walkability and safe biking are desired as much, or more, than accommodation of the automobile in a more Urban character setting.

Emphasizes the fundamental priority placed on neighborhood integrity, which is influenced by traffic conditions on residential streets and the safety of kids and adults when walking and biking in the community.

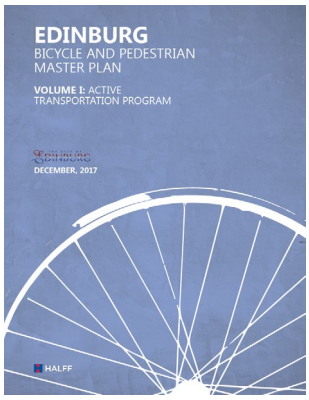
Provides the public policy basis for City regulations and standards related to streets, sidewalks, bike lanes, parking and other mobility-related infrastructure and physical improvements.

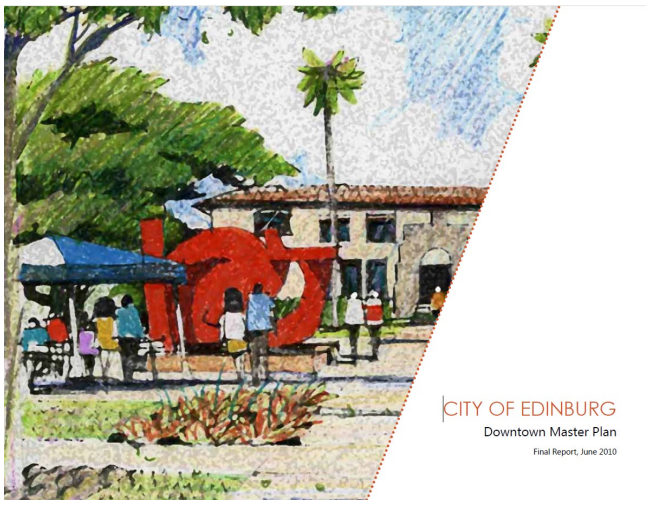
Recognizes that multiple state and regional agencies plan for and guide transportation upgrades and services in the area, enabling the City to focus on local issues and needs along with regional coordination.

Supports Edinburg's linking of roadway and corridor design to economic development and aesthetic objectives.

Legacy of Past Planning

EDINBURG 2040
BUILDING FOR TOMORROW'S FUTURE, TODAY!



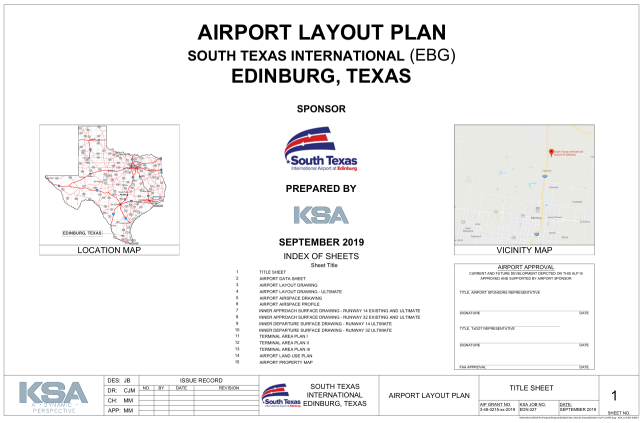


This new Comprehensive Plan builds on previous plans and studies completed by the City of Edinburg and other partners, including these most relevant to the Transportation topic:

- Edinburg 2040 Committees: Strategies and Objectives 2022-2023
- Edinburg Bicycle and Pedestrian Master Plan, 2017
- Edinburg Downtown Parking Garage Needs Assessment and Economic Analysis Report, 2023
- Edinburg Downtown Master Plan, 2010
- Airport Layout Plan for South Texas International Airport, 2019
- UTRGV Campus Master Plan
- RGV Metropolitan Planning Organization (MPO) 2045 Metropolitan Transportation Plan (MTP), 2020
- RGV MPO Active Transportation Plan, 2020
- RGV MPO Transit Development Plan, 2020
- RGV MPO Resilience and Sustainability Analysis (as

part of 2045 MTP), 2023

- RGV MPO Equity Analysis (as part of 2045 MTP), 2020
- RGV MPO Freight Needs Assessment (as part of 2045 MTP), 2020
- Lower Rio Grande Valley Active Transportation and Active Tourism Plan, 2016 (and a similar plan specifically for Hidalgo County, initiated in 2023)
- Edinburg Gateway Plan: An Agenda for 2025 (Comprehensive Plan), 2005



AIRPORT LAYOUT PLAN
SOUTH TEXAS INTERNATIONAL (EBG)
EDINBURG, TEXAS

SPONSOR

South Texas International Airport at Edinburg

PREPARED BY

KSA

SEPTEMBER 2019

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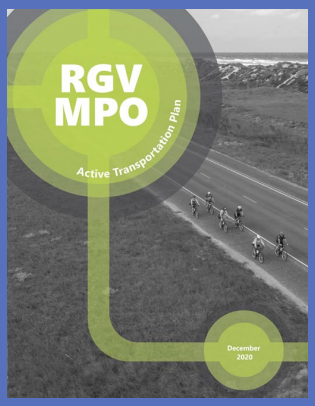
ISSUE RECORD

SOUTH TEXAS INTERNATIONAL EDINBURG, TEXAS

AIRPORT LAYOUT PLAN

TITLE SHEET

SHEET NO. 1



Edinburg Gateway Plan
- An Agenda

The Edinburg Comprehensive Plan is comprised of goa and related policies to provide strategic direction for th to the Year 2025 – and beyond. The plan is intended framework for community decision-making, ultimately providin or "gateway" to the future. It provides integrated policy dir areas of land use and community character, growth and transportation, economic development, and utilities. This polic coupled with short- and long-term implementation strategies to the policies into actionable programs, development activitie strategic efforts by the City, its residents, and other jurisdictional

PLANNING for the future of Edinburg

The City of Edinburg last adopted a Comprehensive Plan in 1967. Since then, the City has experienced significant population growth, leading to the importance and timeliness of this planning process. As depicted in Table 1, Edinburg Historical Population, 1980 to 2000, the community experienced a 24.15 percent change in population between 1980 and 1990, and an impressive 63.50 percent population change between 1990 and 2000. Similar growth rates have occurred since 2000 thereby further w plan. With the amount of development has come related pre community's infrastructure (water, wastewater and drainage s and schools), its services (police, fire and emergency medi surrounding agricultural lands and natural environment. projection scenarios, economic development studies, and analyses suggest that the City will continue to face significant d than respond in a piecemeal fashion to the challenges and associated with this change, the City decided to engage in a co planning process to proactively and strategically plan for fu

The Edinburg Gateway Plan is a "big picture" vision of the City extraterritorial jurisdiction. The plan speaks to the f community, while also taking into account the trends, interests, and challenges of Hidalgo County, the Lower Rio Grande Va State of Texas. This integrated approach is important as it lays for partnership building, access to grant programs, and protecti resources that stretch across and beyond jurisdictional borders.

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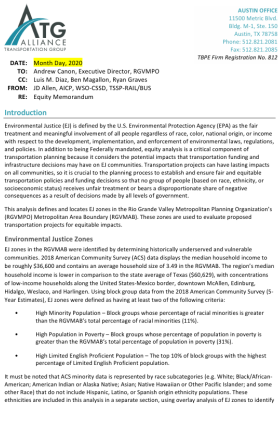


ATG ALLIANCE TRANSPORTATION GROUP

AUSTIN OFFICE
11500 Metric Blvd.
Bldg. M-1, Ste. 150
Austin, TX 78758
Phone: 512.821.2081
Fax: 512.821.2085
TBPE Firm Registration No. 812

DATE: Month Day, 2020
TO: Andrew Canon, Executive Director, RGVMPO
CC: Luis M. Diaz, Ben Magallon, Ryan Graves
FROM: JD Allen, AICP, WSO-CSSD, TSSP-RAIL/BUS
RE: Equity Memorandum

Introduction

Environmental Justice (EJ) is defined by the U.S. Environmental Protection Agency (EPA) as the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. In addition to being Federally mandated, equity analysis is a critical component of transportation planning because it considers the potential impacts that transportation funding and infrastructure decisions may have on EJ communities. Transportation projects can have lasting impacts on all communities, so it is crucial to the planning process to establish and ensure fair and equitable transportation policies and funding decisions so that no group of people (based on race, ethnicity, or socioeconomic status) receives unfair treatment or bears a disproportionate share of negative consequences as a result of decisions made by all levels of government.

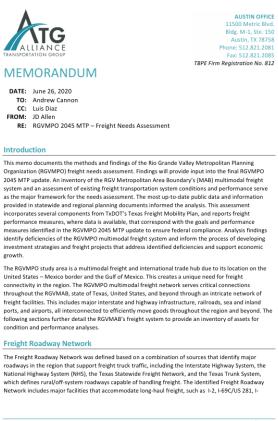
This analysis defines and locates EJ zones in the Rio Grande Valley Metropolitan Planning Organization's (RGVMPO) Metropolitan Area Boundary (RGVMAB). These zones are used to evaluate proposed transportation projects for equitable impacts.

Environmental Justice Zones

EJ zones in the RGVMAB were identified by determining historically underserved and vulnerable communities. 2018 American Community Survey (ACS) data displays the median household income to be roughly $36,600 and contains an average household size of 3.49 in the RGVMAB. The region's median household income is lower in comparison to the state average of Texas ($60,629), with concentrations of low-income households along the United States-Mexico border, downtown McAllen, Edinburg, Hidalgo, Weslaco, and Harlingen. Using block group data from the 2018 American Community Survey (5-Year Estimates), EJ zones were defined as having at least two of the following criteria:

- High Minority Population – Block groups whose percentage of racial minorities is greater than the RGVMAB's total percentage of racial minorities (11%).
- High Population in Poverty – Block groups whose percentage of population in poverty is greater than the RGVMAB's total percentage of population in poverty (31%).
- High Limited English Proficient Population – The top 10% of block groups with the highest percentage of Limited English Proficient population.

It must be noted that ACS minority data is represented by race subcategories (e.g. White; Black/African-American; American Indian or Alaska Native; Asian; Native Hawaiian or Other Pacific Islander; and some other Race) that do not include Hispanic, Latino, or Spanish origin ethnicity populations. These ethnicities are included in this analysis in a separate section, using overlay analysis of EJ zones to identify



ATG ALLIANCE TRANSPORTATION GROUP

AUSTIN OFFICE
11500 Metric Blvd.
Bldg. M-1, Ste. 150
Austin, TX 78758
Phone: 512.821.2081
Fax: 512.821.2085
TBPE Firm Registration No. 812

MEMORANDUM

DATE: June 26, 2020
TO: Andrew Cannon
CC: Luis Diaz
FROM: JD Allen
RE: RGVMPO 2045 MTP – Freight Needs Assessment

Introduction

This memo documents the methods and findings of the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) freight needs assessment. Findings will provide input into the final RGVMPO 2045 MTP update. An inventory of the RGV Metropolitan Area Boundary's (MAB) multimodal freight system and an assessment of existing freight transportation system conditions and performance serve as the major framework for the needs assessment. The most up-to-date public data and information provided in statewide and regional planning documents informed the analysis. This assessment incorporates several components from TxDOT's Texas Freight Mobility Plan, and reports freight performance measures, where data is available, that correspond with the goals and performance measures identified in the RGVMPO 2045 MTP update to ensure federal compliance. Analysis findings identify deficiencies of the RGVMPO multimodal freight system and inform the process of developing investment strategies and freight projects that address identified deficiencies and support economic growth.

The RGVMPO study area is a multimodal freight and international trade hub due to its location on the United States – Mexico border and the Gulf of Mexico. This creates a unique need for freight connectivity in the region. The RGVMPO multimodal freight network serves critical connections throughout the RGVMAB, state of Texas, United States, and beyond through an intricate network of freight facilities. This includes major interstate and highway infrastructure, railroads, sea and inland ports, and airports, all interconnected to efficiently move goods throughout the region and beyond. The following sections further detail the RGVMAB's freight system to provide an inventory of assets for condition and performance analyses.

Freight Roadway Network

The Freight Roadway Network was defined based on a combination of sources that identify major roadways in the region that support freight truck traffic, including the Interstate Highway System, the National Highway System (NHS), the Texas Statewide Freight Network, and the Texas Trunk System, which defines rural/off-system roadways capable of handling freight. The identified Freight Roadway Network includes major facilities that accommodate long-haul freight, such as I-2, I-69C/US 281, I-

1 | Page

Click Images to View Plans

Accomplishments

Progress and achievements resulting from past planning and implementation efforts related to Transportation include:

Enhanced biking and walking connectivity:

- Cano Trail
- Ebony Hills Golf Course bridges
- Jackson Hike & Bike Trail (ongoing)

Ongoing roadway improvements, some with grant funding, including projects involving:

- Adding turn lanes at intersections (e.g., Freddy Gonzalez Drive)
- New and upgraded traffic signals
- Paving and/or reworking of existing streets (e.g., Freddy Gonzalez, Hobbs, Knight, Sprague, etc.)
- Planned roundabout design for improved traffic flow around County Courthouse block
- Reconstructing and/or widening roads (e.g., 10th Street, Alberta Road)
- Right-of-way acquisition for future needs (e.g., Jackson Road)

Ongoing regional thoroughfare planning by RGV MPO.

Portion of U.S. Highway 281 in area, from Interstate 2 through Pharr to the vicinity of Edinburg's South Texas International Airport, designated as Interstate 69C.

Intersection improvements, including for pedestrian safety (e.g., Freddy Gonzalez Drive at Closner Boulevard/Business Highway 281).

Sidewalk crew established for minor repairs.

Medians added to limit traffic conflict points along University Drive west of the County Courthouse.

New transit terminal for Valley Metro on University Drive, between City Hall and UTRGV, built through a partnership between the City, Edinburg Economic Development Council (EEDC, which donated the 1.6-acre site) and the Lower Rio Grande Valley Development Council, and with a $4.3 million federal grant.

Ongoing upgrades to South Texas International Airport.

Continued grant funding success for local transportation improvements.

Street sweeping program established.

Capital Projects Dashboard on City website (at the time of this Comprehensive Plan, located at: https://coe-capital-projects-hub-cityofedinburg.hub.arcgis.com/).

Key Planning Issues and Considerations

Through the Edinburg Today and Plan Direction phases of the comprehensive planning effort, numerous real and perceived community issues and needs were identified through leadership and public engagement activities, as well as through the work of the plan consultants and their interactions with community leaders of the Edinburg 2040 process and with City staff.

Key issues and considerations that led to the goals and action items in this Transportation section include (along with specific points and suggestions from leadership and community input):

Prioritizing the enhancement of mobility and access across the community by improving levels of service along major roadways and at busy intersections, addressing gaps in connectivity, expanding public transportation options and ensuring accessibility for all residents.

Addressing the broader issues of traffic safety and the implications of growth, with a focus on mitigating congestion and enhancing the overall safety and flow of vehicles, bicycles and pedestrians as traffic volumes increase on Edinburg's major roadways.

[FY22-23 funded items to add/upgrade crosswalks, improve street lighting and street name signage, update street markings, install shared street signage as part of a Complete Street approach, add data-collecting speed signs, and implement traffic calming measures in neighborhoods based on Edinburg 2040 priorities.]

Recognizing the ongoing challenges of traffic circulation, turning movements and bike/pedestrian street crossing at certain key locations due to existing street layouts and design with limited or no areas of pedestrian refuge, notably at areas around the Hidalgo County Courthouse and along University Drive.

Acknowledging the importance of basic (e.g., potholes) and ongoing street maintenance (e.g., periodic resurfacing and repair) to ensure safe roadway conditions while also protecting the longer-term integrity of the area transportation network – and the value of past public investments toward it.

Recognizing the need to implement an advanced traffic control system to manage more effectively the increasing demands being placed on the area's transportation infrastructure.

Considering the potential introduction of a repavement fee for residents, similar to the water fee model used in nearby jurisdictions, as a means to fund essential roadway maintenance and improvements.

Anticipating and preparing for the implications of increasing vehicle electrification, including the growing demand for car recharging infrastructure, and ensuring that the City's planning and development processes are aligned with this ongoing shift towards more sustainable transportation solutions.

Maximizing the potential of the Edinburg South Texas International Airport by expanding its infrastructure and capabilities, to ensure it remains a vital hub for regional connectivity and economic growth.

[FY22-23 funded item to promote private and international flights at the airport based on Edinburg 2040 priorities.]

Exploring and evaluating the potential use and "activation" of alleys within the Downtown area, considering how these spaces can be more effectively integrated into the urban fabric to enhance accessibility, utility and overall vibrancy Downtown.

Continuing to cultivate and strengthen partnerships with Hidalgo County and other regional and state mobility partners, leveraging available funds to support projects that provide mutual benefits and address shared community objectives.

Undertaking a comprehensive Downtown parking study to assess the extent and nature of parking demand and identify strategic locations for surface lots or parking structures, along with alternative measures for better managing available parking supply and improving access to key destinations to support Downtown revitalization. [Some level of parking analysis was done through a 2023 study for the Downtown parking garage initiative.]

Designing for a "Complete" Street

The Federal Highway Administration (FHWA) defines a "Complete Street" as one that "is safe, and feels safe, for all users." Based on this principle, FHWA "is focused on supporting transportation agencies to plan, develop and operate equitable streets and networks that prioritize safety, comfort, and connectivity to destinations for all people who use the street network." FHWA encourages transportation agencies to:

- Make Complete Streets the Default Approach, such that funding and designing Complete Streets is the easiest option.
- Plan and Analyze Complete Streets, such that safety for all road users is integrated into planning and analysis.
- Implement Complete Street Improvements, such that streets are designed, constructed, operated and maintained to be safe for all road users.

SOURCE: Kendig Keast Collaborative.

Framework for Action

This Framework for Action portion of the Transportation section builds off of the six Comprehensive Plan themes confirmed with City officials during the transition from the Edinburg Today to the Future Edinburg phase of Comprehensive Plan development — especially Planning Themes 1, 2, 3, 4 and 6 for this Transportation section. The plan goals and action strategies that follow are aimed at "connecting the dots" between this set of community improvement fundamentals for Edinburg that involve:

Feeling of Safety

In the community survey conducted for the Edinburg 2040 process, participants were asked to rate how safe they feel in certain situations within the city. The situation that was rated unsafe by the most survey respondents (38%) was "Traveling by bicycle in Edinburg" (25% feel safe doing so, and 37% were neutral).

Planning Theme 1

Leverage City infrastructure, especially for:

- ★ Growth management
- ★ Economic development

Planning Theme 2

Embrace Edinburg's university town advantage, especially in terms of:

- ★ Community spirit
- ★ Research commercialization
- ★ UTRGV community outreach and services
- ★ Graduate retention

Planning Theme 3

Go all in on asset preservation and maintenance, especially involving:

- ★ Infrastructure life-cycle tracking
- ★ Neighborhood integrity
- ★ Downtown revitalization (especially east toward I-69C)
- ★ Heritage sites and buildings
- ★ Parks, trails and recreation facilities

Planning Theme 4

Uplift people (as a core principle of Edinburg 2040), especially involving:

- ★ Economic security
- ★ Health and wellness
- ★ Safety
- ★ Equity
- ★ La buena vida (the good life)!

Pursue opportunity in scarcity and abundance, especially involving:

- ★ Methods to extend water supply – a relatively scarce

Promote regionalism, especially in the areas of:

- ★ Economy
- ★ Mobility

Planning Theme 5	resource for Edinburg and the Lower Rio Grande Valley ★ Productive re-use of the regional waste stream – a relatively abundant resource for Edinburg since it hosts a major regional landfill for solid waste disposal ★ Edinburg being a leader in mitigating the effects of a changing climate	**Planning Theme 6**	★ Water ★ Drainage ★ Education ★ Healthcare ★ Tourism ★ Advocacy for the interests and priorities of Lower Rio Grande Valley communities and their residents and businesses

Goals for Transportation

A Goal is …

a statement of a desired outcome (“end”) toward which efforts are directed as expressed by more specific objectives and action steps (“means”).

The actions in this Transportation section involve tangible steps that will lead to achievement of the following goals:

Goal 1

A mobility system that provides connectivity and options for getting to destinations in and around the city, including to employment centers, shopping and services, schools and parks, and locations for workforce training – and especially for swift emergency response.

Goal 1: Associated Plan Themes

- Leverage City Infrastructure
- Embrace University Town Advantage
- Asset Preservation and Maintenance
- Uplift People
- Promote Regionalism

Goal 2

A transportation system that accommodates all modes of travel including vehicular, pedestrian, bicycle, "micro-mobility" options and public transit.

Goal 2: Associated Plan Themes

- Leverage City Infrastructure
- Embrace University Town Advantage
- Asset Preservation and Maintenance
- Uplift People 1st

Goal 3

A continued focus on providing more – and safer – opportunities for residents and visitors to walk and bike within the city, with a focus on linking key destinations.

Goal 3: Associated Plan Themes

- Leverage City Infrastructure
- Embrace University Town Advantage
- Asset Preservation and Maintenance
- Uplift People 1st

Goal 4

A systematic approach to street maintenance, and advance planning for periodic rehabilitation and reconstruction of older roadways, using such opportunities to enhance bike/ped circulation and to add design elements that promote Edinburg's image and aesthetics.

Goal 4: Associated Plan Themes

- Asset Preservation and Maintenance
- Embrace University Town Advantage
- Asset Preservation and Maintenance
- Uplift People

Goal 5

An enhanced mobility system that supports local economic development and tax base growth through the City's own investments plus improvements achieved through partnerships and advocacy at the regional and state levels.

Goal 5: Associated Plan Themes

- Leverage City Infrastructure
- Embrace University Town Advantage
- Asset Preservation and Maintenance
- Uplift People
- Promote Regionalism

Actions for Transportation

The actions below are categorized into the five types of plan implementation actions highlighted throughout this plan:

Capital Investments

Programs and Initiatives

Regulations and Standards

Partnerships and Coordination

More Targeted Planning / Study

Plan Actions Involve …

seizing a special opportunity or addressing a particular challenge one faces, given limited resources — financial and otherwise — and recognizing that various routine and ongoing activities will continue in the meantime.

Action Leaders

With the support and direction of City leaders and management, action leaders and other key players for most initiatives involving Transportation will include:

- City of Edinburg departments, especially Engineering, Public Works, Planning and Zoning, Aviation, Parks and Recreation, Police and Grants Administration
- Edinburg Economic Development Corporation (EEDC) and its Board of Directors

Additionally, items with an asterisk (*) in the table below are adapted from the results of the Edinburg 2040 strategic planning process, especially from the 2040 committees focused on Transportation Mobility / Connectivity / Drainage, Neighborhoods / Parks / Green Spaces / Beautification, Public Safety, and Economic Development / Innovation / Entrepreneurship / Workforce.

- City boards and commissions, especially:
  - Airport Advisory Board of South Texas International Airport
  - Community Development Council
  - Downtown District Steering Committee
  - Economic Development Corporation Board of Directors
  - Edinburg 2040 committees, especially Transportation / Mobility / Connectivity / Drainage, Neighborhoods / Parks / Green Spaces / Beautification, Public Safety, and Economic Development / Innovation / Entrepreneurship / Workforce
  - Environment Advisory Board
  - Planning and Zoning Commission
  - Public Safety Board
- Rio Grande Valley Metropolitan Planning Organization (MPO)
- Valley Metro

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
	Capital Investments		
1	Continue to implement short- to mid-term transportation projects identified in the City's Capital Improvement Plan (CIP). In the interim, signal upgrades at intersections may also provide some congestion relief, for a relatively minimal cost, including simple signal timing adjustments. In various locations this will require pro-active coordination and potential cost-sharing with the Texas Department of Transportation (TxDOT) depending on which entity has jurisdiction over the signals.	1, 2, 4, 5	➤ **City Engineering** ➤ City Public Works ➤ TxDOT
2	Continue to apply a Transportation System Management (TSM) approach, which emphasizes efficient use of existing roadway capacity, especially when added capacity projects are unlikely to happen in the near future due to physical or fiscal constraints (e.g., improvements and turning movement enhancements focused at congested intersections, access management measures along roadways, improved roadway marking/signage/ lighting, "pull-outs" at busy transit stops to remove stopped buses from travel lanes, traffic signal upgrades and use of "Intelligent Transportation System" (ITS) technologies, etc.). **Related Edinburg 2040 action items:** Prioritize improvements at intersections to improve mobility.* Road and intersection improvements (including traffic signal synchronization, sensors and other Intelligent Transportation System measures) to enhance traffic flow and avoid congestion so that public safety response times are not impeded.*	1, 2, 4, 5	➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration ➤ Hidalgo County ➤ RGV MPO ➤ TxDOT ➤ Valley Metro
3	Given increasing traffic volumes on local roadways with Edinburg's growth, plan for installation of traffic preemption devices at key intersections in the city. This will help reduce emergency response times and improve traffic safety for both first responders and the public at such times.	1, 4	➤ **City Engineering** ➤ City Public Works ➤ City Fire and Police ➤ City Grants Administration ➤ RGV MPO ➤ TxDOT
4	Identify corridors that could be candidates for "road diet" treatments (street retrofits that reallocate space within the available street right-of-way to balance the movement and speed of motorized vehicles relative to the safe circulation of pedestrians, cyclists and disabled individuals), which would incorporate "Complete Street" design principles and promote Americans with Disabilities Act (ADA) compliance. Monitor transportation funding opportunities intended to support such projects.	2, 3, 4	➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration ➤ RGV MPO ➤ TxDOT

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
5	Implement projects identified in the Bicycle and Pedestrian Master Plan, working across City departments and with other agencies and partners to capitalize on implementing such improvements while maintenance or upgrades of other City facilities are also in planning and design. For example, if utilities are being upgraded could it be an opportunity to add sidewalks or improve a street crossing?	1, 2, 3, 4, 5	➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration ➤ ECISD, other districts and schools ➤ RGV MPO ➤ TxDOT ➤ UTRGV
6	Secure grant funding to extend the runway at South Texas International Airport.*	5	➤ **City Aviation** ➤ City Grants Administration ➤ RGV MPO ➤ TxDOT
7	Install upgraded flashing school zone signs.*	4	➤ **City Engineering** ➤ City Grants Administration ➤ ECISD, other districts and schools ➤ TxDOT
8	Illuminate the street signs over major intersections for better visibility for drivers and to expedite public safety response.*	4	➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration ➤ Hidalgo County ➤ TxDOT
9	Add/upgrade crosswalks, improve street lighting and street name signage, update street markings, install shared street signage as part of a Complete Street approach, and add "smart" data-collecting speed signs.*	2, 3, 4	➤ **City Engineering** ➤ City Public Works ➤ City Planning & Zoning ➤ City Grants Administration ➤ TxDOT
10	Follow a "dig once" policy that aims to synchronize utility work with road construction projects to reduce the cost burden of digging up streets multiple times. Also, where and when feasible, relocate overhead utilities underground for the aesthetic benefit, particularly at high-profile community gateways.	4	➤ **City Engineering** ➤ City Public Works ➤ Area utility providers
Programs and Initiatives			

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
11	Follow an asset management planning and life-cycle strategy for tracking the condition and anticipating the timing of needed maintenance, rehabilitation or ultimately replacement of all components of public infrastructure. Typical steps include: (1) collecting data to inventory, spatially locate (using GPS) and map (using GIS) all existing improvements; (2) analyzing the collected data and assigning a condition rating to each asset; (3) using the condition ratings to determine the remaining usable life of each asset; and (4) identifying a repair and/or replacement approach for each asset to ensure that its maximum usable life is realized. Such efforts serve to reaffirm that it is in a municipality's best interest to invest further in existing infrastructure before it reaches a poor condition. A more strategic, life-cycle approach to infrastructure maintenance will also enable the City to reap the benefits from lengthening the useful life of physical assets and reducing their total cost to the City over time. **Related Edinburg 2040 action item:** Develop strategic relationships at UTRGV in order to develop partnerships to perform studies, models, simulations by graduate students for infrastructure function and performance modeling.*	4	➤ **City Engineering** ➤ City Public Works ➤ UTRGV
12	Maintain an ongoing sidewalk improvement program to repair, replace or install new sidewalks, crosswalks and curb cuts in high pedestrian use areas (e.g., around school campuses, near public buildings and spaces, in park vicinities, etc.) and in other areas with the potential for greater pedestrian activity if better and more safely accommodated. Walkability within and to the Downtown area should be prioritized.	1, 2, 3, 4	➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
13	In keeping with the nationwide "Vision Zero" movement, which aims to eliminate preventable injuries and fatalities suffered by motorists, pedestrians and cyclists, pursue local actions such as: • Committing to capital projects that expand and enhance bicycle and pedestrian circulation and safety, especially involving installation of protected bicycle/pedestrian lanes and facilities. • Evaluating whether speeds are a contributor to bicycle/pedestrian accidents and considering potential speed limit reductions in locations of concern, along with targeted traffic calming measures in both new development and existing developed areas. • Focusing on large vehicle safety to avoid conflicts between large vehicle traffic and smaller, less protected road users. • Providing bicycling education and safety courses. • Co-hosting with area schools a National Walk and Bike to School Day event to promote safe biking/walking to and from school.	1, 2, 3, 4	➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration ➤ City Communications & Media ➤ ECISD, other districts and schools ➤ RGV MPO ➤ TxDOT
14	Develop an ADA Transition Plan, to involve: • Engaging with the disabled public on accessibility challenges and issues in Edinburg. • Identifying existing facilities, services and programs. • Identifying and cataloging non-ADA compliant public rights-of-way. • Identifying critical gaps in sidewalk coverage. • Inventorying existing sidewalks and establishing a condition rating index. • Developing a transition plan and priority schedule for accessibility improvements.	1, 2, 3, 4	➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration ➤ City Communications & Media ➤ RGV MPO ➤ TxDOT
15	Utilize energy-efficient and sustainability technology in City-related projects.*	4	➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration ➤ UTRGV
16	Implement traffic calming measures in neighborhoods (in response to neighborhood-level requests).*	2, 3, 4	

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
17	Develop private and international flights at South Texas International Airport.*	5	➤ **City Aviation** ➤ EEDC ➤ RGV MPO ➤ TxDOT ➤ UTRGV
18	In conjunction with state and regional partners, emphasize resiliency in transportation network planning, including both redundancy in systems (e.g., multiple routes for reaching major community facilities and key destinations, two or more points of subdivision ingress/egress, etc.) and protection from potential hazards and threats.	1, 5	➤ **City Engineering** ➤ City Planning & Zoning ➤ Hidalgo County ➤ RGV MPO ➤ TxDOT
	Partnerships and Coordination		
19	Along with Hidalgo County representatives, actively participate in regional transportation planning efforts and funding allocation processes through the Rio Grande Valley Metropolitan Planning Organization (MPO), the Lower Rio Grande Valley Development Council and with the Texas Department of Transportation to advocate for Edinburg area needs and secure funding to advance priority projects.	5	➤ **Mayor and City Council** ➤ City Manager's office ➤ City Grants Administration ➤ City Engineering ➤ City Planning & Zoning
20	Prioritize the execution of the UTRGV Campus Master Plan for off-site parking structures to implement mass transit.*	2, 5	➤ **City Engineering** ➤ City Planning & Zoning ➤ UTRGV ➤ Valley Metro
21	Strengthen partnerships between the Edinburg Police Department and area school districts and other schools regarding planning for traffic flow and drop-off/pick-up queueing during peak periods, and for overall congestion management and safety around school campuses. This is especially important at the start of school years and when new schools open. Also coordinate on clear public communications regarding such traffic management plans and to address Frequently Asked Questions in advance.	3, 4	➤ **City Police Department** ➤ City Engineering ➤ City Public Works ➤ City Communications & Media ➤ ECISD, other districts and schools
22	Identify hazard areas for the school district including roadside swales.* Identify safety concerns at rural, narrow bridge crossings for ECISD.*	3, 4	➤ **City Engineering** ➤ City Public Works ➤ ECISD, other districts and schools ➤ Hidalgo County
	More Targeted Planning / Study		

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
23	Prepare a Transportation Master Plan for Edinburg that, based on localized street network modeling and analysis and evaluation of all travel modes, establishes overall principles for action and sets the stage for capital improvements planning and pursuit of external funding and grants. Such a Master Plan can also support a more data-driven thoroughfare planning process.	1, 2, 3, 4	➤ **City Engineering** ➤ City Planning & Zoning ➤ City Grants Administration ➤ Hidalgo County ➤ RGV MPO ➤ TxDOT ➤ Valley Metro
24	Develop a new Thoroughfare Plan to replace the 2005 Comprehensive Plan version, then update the Plan periodically.* Also use the Thoroughfare Plan as a tool to evaluate development and categorize roadways.*	1, 2, 5	➤ **City Engineering** ➤ City Planning & Zoning ➤ Hidalgo County ➤ RGV MPO ➤ TxDOT
25	Along with periodic traffic counts, continue to conduct traffic studies at targeted locations to better understand causes of congestion and evaluate potential operational or lower-scale improvements that could improve traffic flow and safety short of roadway widenings or other significant and costly projects (e.g., access management measures, lane width adjustments and/or additional turning lanes at intersections, traffic signal adjustments or upgrades, etc.).	1, 4	➤ **City Engineering** ➤ City Public Works ➤ Hidalgo County ➤ RGV MPO ➤ TxDOT
26	Investigate locations with the highest frequency of incidents involving pedestrians and cyclists to assess the physical and operational characteristics, along with input from bike/ped advocates and roadway users to confirm higher-risk roadways and intersections. Also assess whether such high-frequency locations can be improved with low-cost enhancements such as curb bulb-outs, marked crosswalks, mid-road/median "refuge" areas, enhanced signage and/or better lighting.	2, 3, 4	➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration ➤ RGV MPO ➤ TxDOT
27	Explore whether a bike share program would be feasible – and acceptable – in and around Edinburg's Downtown area, UTRGV campus area or other conducive locations, including consideration of: • Projected costs of operations, maintenance and improving infrastructure for bike share stations. • Potential initial and sustainable funding sources. • Potential public or private partners to help start, maintain and sponsor a bike share program, including a role for local businesses and vendors that already provide bike rentals and maintenance.	1, 2, 3	➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration ➤ RGV BCycle ➤ Area bicycle organizations, advocates (e.g., RGV Cycling) ➤ RGV MPO ➤ TxDOT

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
28	Identify the locations of Edinburg's key employment centers and workforce training opportunities. Then: • Ensure transit routes and stops align with these critical locations. • Apply for Economic Development Administration (EDA) grants to help build infrastructure to improve access to employment opportunities. • Identify gaps in sidewalk coverage to get to employment opportunities from transit stops. • Evaluate regional workforce transit opportunities such as vanpooling and carpooling.	1, 2, 3, 4	➤ **EEDC** ➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration ➤ Major employers and business community ➤ UTRGV ➤ Hidalgo County ➤ RGV MPO ➤ Valley Metro ➤ Texas Workforce Solutions
29	Identify area school campuses with significant trip generation. Then: • Determine the mode share of students, faculty and staff (school bus, parent drop-off, walk, ride bike, personal vehicle, carpool, rideshare, public transit, etc.). • Identify gaps in sidewalk coverage within the walkshed of individual schools and prioritize these locations for sidewalk construction. • Apply for Safe Routes to School grant opportunities to help build infrastructure.	1, 2, 3, 4	➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration ➤ ECISD, other districts and schools ➤ Hidalgo County ➤ RGV MPO ➤ TxDOT
30	Periodically re-assess whether transit routes, stops and on-demand ride services are effectively meeting the mobility needs of seniors, persons with disabilities and areas with subsidized housing. Also confirm good sidewalk coverage between such housing locations and essential needs such as grocery stores, pharmacies and parks, trails and recreational facilities.	1, 2, 3, 4	➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration ➤ Edinburg Housing Authority ➤ Hidalgo County ➤ RGV MPO ➤ Valley Metro

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
31	Continue to monitor evolving state statutes that, in recent years, allowed golf carts, all-terrain vehicles and other motorized vehicle types on local roadways as long as they are licensed. Monitor through the Texas Municipal League and other local government forums the strategies and best practices implemented in other Texas cities in response to this statutory change, along with standards and approaches in coastal and western states that have previously allowed a wider range of vehicle types on roadways.	1, 2	➤ **City Attorney** ➤ City Engineering ➤ City Planning & Zoning ➤ City Public Works ➤ City Police ➤ Hidalgo County ➤ RGV MPO ➤ TxDOT ➤ Homeowner Associations
32	Continue to plan for the local implications of transportation technology advancements such as more widespread use of electric vehicles, autonomous vehicles, electric bikes and scooters, ride-sharing services and drones (e.g., for package deliveries, etc.).	1, 2, 3	➤ **City Engineering** ➤ City Public Works ➤ City Planning & Zoning ➤ City Police

Ongoing and Potential Partners Related to Transportation

Along with the Action Leaders and Key Partners called out in the table above, the following agencies and entities are also established or potential partners for helping Edinburg achieve its goals for Transportation:

- Cities of McAllen, Pharr, San Juan, Mission and other nearby cities
- Edinburg Consolidated Independent School District (ECISD) and other area districts
- Lower Rio Grande Valley Development Council
- Real estate/development community
- Rio Grande Valley Metropolitan Planning Organization (MPO)
- Rio Grande Valley Partnership
- Texas Department of Transportation (TxDOT)
- UTRGV
- Valley Metro

Thoroughfare Planning

Among the Actions for Transportation in the table above, the first item under More Targeted Planning / Study – which originated in the Edinburg 2040 process – calls for the City to "Develop a new Thoroughfare Plan to replace the 2005 Comprehensive Plan version, then update the Plan periodically."

A thoroughfare plan is a city's long-term road network plan. It is designed to address current and anticipate future travel needs in and around the community. Similar to the Future Land Use and Character map, which is intended to guide land use and development patterns over the next several decades, the thoroughfare plan map represents a long-term vision for the community's surface transportation system.

An essential purpose of a thoroughfare plan is to preserve the rights-of-way needed for future transportation corridors so that, if and when land development occurs, adequate and continuous corridors for appropriately sized and designed transportation facilities will be available. On some such plans, various future proposed streets may not be needed or fully constructed for some years. Various streets in developed areas of Edinburg are already in place, although some are still to be upgraded to their ultimate intended width and number of travel lanes to accommodate area traffic growth (as with 10th Street, Alberta Road and Jackson Road, examples that are called out under Accomplishments earlier in this plan section).

Thoroughfare Planning Considerations

Along with Edinburg's projected growth and land development activity, a new thoroughfare plan map should reflect the related transportation planning of other entities (e.g., adjacent cities such as McAllen and Pharr; Hidalgo County; Rio Grande Valley Metropolitan Planning Organization (MPO); and the Texas Department of Transportation. Specific technical considerations for thoroughfare planning include:

Network and Alignment Factors

- Continuity (arterials) versus discontinuity (collectors) through an adequate array of north-south and east-west arterials that extend across and beyond the city.
- Connectivity of the network and origins/destinations, within the local street network and to the regional highway system.
- Spacing and density of the network.
- Intersection location and spacing of major roadways for effective signalization of key intersections.
- Alternative travel and emergency response routes.
- Multiple routes and travel options to avoid traffic overload on certain roadways.
- Crossings (water, railroads, freeways, etc.).
- Grade separation needs at key locations to maintain traffic flow and enhance safety.
- Multi-modal planning (pedestrian, bicycle, transit, freight, etc.).

Constraints

- Physical (floodplains, topography, water features, utility/pipeline corridors, etc.).
- Parcel pattern.
- Existing development.
- Environmental features/assets (e.g., wetlands, areas with valued mature trees or other vegetation, etc.).
- Parkland and preserved open space.
- Jurisdictions (territorial, roadways, water features, etc.).
- Right-of-way potential (adequate width for eventual construction of a full roadway cross section to standard).
- Existing driveways and fronting development (access management needs).
- Fiscal (network cost implications, maintenance, cost of bridges and grade separations, etc.).

Land Use-Transportation Coordination

- Inducement of desired/undesired land use (consistency with future land use plan and zoning).
- Designing roadways in context with their surroundings to maintain desired community character and to minimize effects on valued natural resources.
- Consistency with utility master planning and growth management strategy.
- Potential traffic volumes.
- Location of major traffic generators. Location of “sensitive” land uses (e.g., residential, schools, parks, etc.).
- Emergency access (network connectivity).

New Challenge to Thoroughfare Plan Implementation and Administration

As part of ongoing efforts by State of Texas elected leaders to limit municipal authorities, the Texas Legislature in 2023 amended Texas Local Government Code Section 212.010 (within Chapter 212, Municipal Regulation of Subdivisions and Property Development) to end the long-held ability of Texas cities to require, as a condition of subdivision plat approval, the dedication of land within the subdivision for a future street or alley that is:

- Not intended by the owner of the tract (even if on the City's adopted Thoroughfare Plan); and
- Not included, funded, and approved in:
  - A capital improvement plan adopted by the municipality; or
  - A similar plan adopted by a county in which the municipality is located or the state.

This legislative action undercut a fundamental purpose of thoroughfare planning as stated above – to help preserve rights-of-way needed for future connectivity of the area roadway network, which is essential for long-term traffic circulation, and for efficient access to properties in residential plus commercial and industrial areas. Network connectivity and smooth access are also crucial for police, fire and emergency medical response; during and after damaging weather events; and for circulation of school buses, solid waste vehicles, transit vehicles, mail and other delivery vehicles, and other public and private service functions.

The very essence of thoroughfare planning is to preserve and acquire the necessary segments of future planned roadway corridors as individual land development projects occur. Often, such right-of-way set-asides happen well before the broader area has developed to the point to justify the roadway's full construction, when enough new traffic volume has built up in the area. Without this thoroughfare plan implementation method, the City will need to rely on interactions with like-minded property owners and developers who see the value in ultimate planned roadway connections to and within their developments. The specifics of priority right-of-way preservation (including potential dedication or public acquisition) and of near-term or later roadway construction responsibilities can also be negotiated and committed to through public/private development agreements.

While all aspects of this Comprehensive Plan ultimately shape the livability of Edinburg, this Recreation and Amenities section especially reinforces the quality of life its residents enjoy, along with the events and amenities that draw visitors to the city. At the time of this plan, City leaders and residents were already thinking in general about all the elements that will make Edinburg a more complete community as it grows, from more shopping and restaurant options to cultural and entertainment offerings, along with robust recreation opportunities.

With Edinburg undergoing a rate of growth and transition of land unprecedented in its history, it is more important than ever to maintain and enhance existing parks and to increase the quantity and quality of developed recreational acreage. This will benefit not only current residents but also those who will make Edinburg their home in the decades ahead.

Why This Comprehensive Plan Section is Important for Edinburg

Emphasizes that parks, open space and recreation facilities are an essential part of a healthy and sustainable community, offering relaxation and exercise outside of the home and work and beyond school activities.

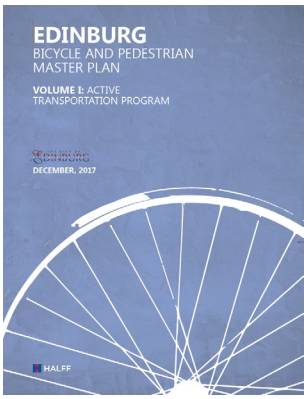
Underscores that much like streets, utilities, and police and fire protection, parks are another component of a municipality's core services – and often among the public services most valued by residents and also enjoyed by visitors.

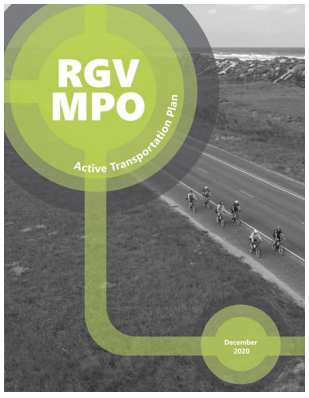
Highlights that along with its unique heritage and appreciation for arts and culture, Edinburg also offers close proximity to the Texas coast and beaches, and access to all the nearby leisure amenities that the Lower Rio Grande Valley has to offer.

Reinforces that the quality of land, water and air resources is also essential to the character and livability of a community, especially one like Edinburg that is situated within a larger metropolitan area.

Legacy of Past Planning

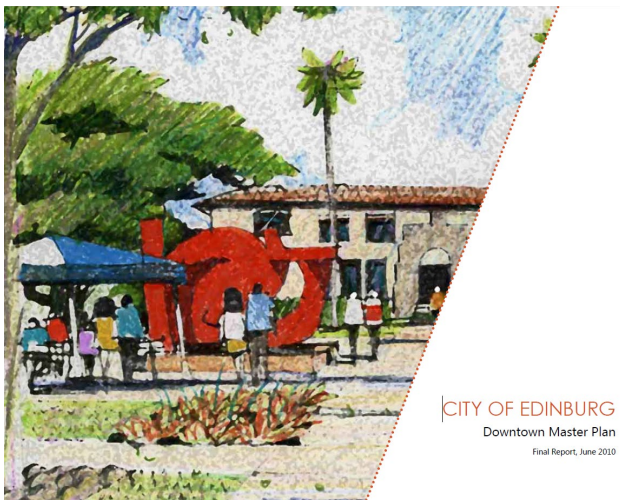
EDINBURG 2040
BUILDING FOR TOMORROW'S FUTURE, TODAY!





This new Comprehensive Plan builds on previous plans and studies completed by the City of Edinburg and other partners, including these most relevant to the Recreation and Amenities topic:

- Edinburg 2040 Committees: Strategies and Objectives 2022-2023
- Edinburg Parks and Recreation Master Plan, 2019
- Edinburg Bicycle and Pedestrian Master Plan, 2017
- Edinburg Downtown Master Plan, 2010
- RGV MPO Active Transportation Plan, 2020
- Lower Rio Grande Valley Active Transportation and Active Tourism Plan, 2016 (and a similar plan specifically for Hidalgo County, initiated in 2023)
- Edinburg Gateway Plan: An Agenda for 2025 (Comprehensive Plan), 2005



*Click Images to View Plans

Accomplishments

Progress and achievements resulting from past planning and implementation efforts related to Recreation and Amenities include:

Edinburg receiving its fourth All-America City Award from the National Civic League in 2024 – the first since 2000 and after previous awards in 1968 and 1995 – which is recognized as the nation's most prestigious civic honor, and "acknowledges communities that engage residents in innovative, inclusive, and effective efforts to tackle critical challenges and improve the quality of life for all."

Added two parks to City's park system since 2019 Parks and Recreation Master Plan – one with Edinburg Economic Development Corporation (EEDC) funding – along with park and path/trail improvements (20 total parks in 2024)

Upgrade of park restrooms to be more inclusive

Upgrade to Hidalgo County's J.R. "Milo" Ponce Memorial Park to be Americans with Disabilities Act (ADA) compliant

Promenade Park Amphitheater and Water Gardens

Texas Amateur Athletic Federation (TAAF) – largest participation in Edinburg

Largest baseball program in the Valley

Boxing, mixed martial arts, karate program – boxing brought home two championships to Edinburg

Participation at the City's golf courses has doubled since 2020

Largest junior Olympics in Texas history and in the nation currently

Seven races throughout the season (10K, fun run, miracle mile, triathlon, etc.) with more than 11,000 participants

43rd annual triathlon with over 10,000 participants (turned it into a health care event)

22 events throughout year just with Parks and Recreation

15 years in a row received the Achievement of Excellence Award from the Texas Municipal Library Directors Association (TMLDA) – top 15% in Texas of all libraries

Selected as one of 18 "Arts for Everybody Communities"

Provide more than 22 art classes

Debuted original musical ¡Despierta! to kick off Frida Fest – self-produced with over 60 participants

Challenge RGV (collaboration with UT Health Houston, School of Public Health, 2024)

Key Planning Issues and Considerations

Through the Edinburg Today and Plan Direction phases of the comprehensive planning effort, numerous real and perceived community issues and needs were identified through leadership and public engagement activities, as well as through the work of the plan consultants and their interactions with community leaders of the Edinburg 2040 process and with City staff.

Key issues and considerations that led to the goals and action items in this Recreation and Amenities section include (along with specific points and suggestions from leadership and community input):

- Maintenance of existing parks and trails. **[FY22-23 funded items to add mile markers along completed trails, improve turf and add trees within parks for shade, and upgrade park restrooms based on Edinburg 2040 priorities.]**
- Balancing public needs due to growth (e.g., needed parks, facilities and a library branch in the northern part of the city; need more meeting spaces; etc.).
- Level of resources generated by current fee level on new development in lieu of parkland dedication.
- Need for a dedicated storage facility to support the growing inventory and equipment needs of cultural arts programs.
- Safety measures to accommodate the increasing participation in community events.
- Accessibility and connectivity between residential and commercial areas.
- Equity concern for existing communities lacking sidewalks.
- Maintenance of green spaces created through park fees in lieu of land dedication.
- Beautification efforts such as painting irrigation pipes, using native landscaping and using river rocks in medians. **[FY22-23 funding for these activities based on Edinburg 2040 priorities.]**
- Strategies for beautification and use of temporary green spaces on empty lots (e.g., for events).
- Water management challenges for splash pads.
- Update needed to the 2019 Edinburg Parks and Recreation Master Plan.

Pursuing external grant and funding opportunities effectively (updated master plan is important for this).

Adequate Parks and Recreation Department staffing to maintain exemplary level of sports and recreational programming along with added parks maintenance needs

Recognizing the necessity for staff expansion and the creation of volunteer opportunities to maintain and enhance the level of events and programs offered by the Library and Cultural Arts Department.

Continuing to maintain and foster relationships with key partners, including public agencies, organizations/non-profits and private entities.

Potentially curating a select number of distinctive and highly-attended events that showcase the unique character of Edinburg to avoid “burning out” City departments and staff, core volunteers and others with too many – and too frequent – local events.

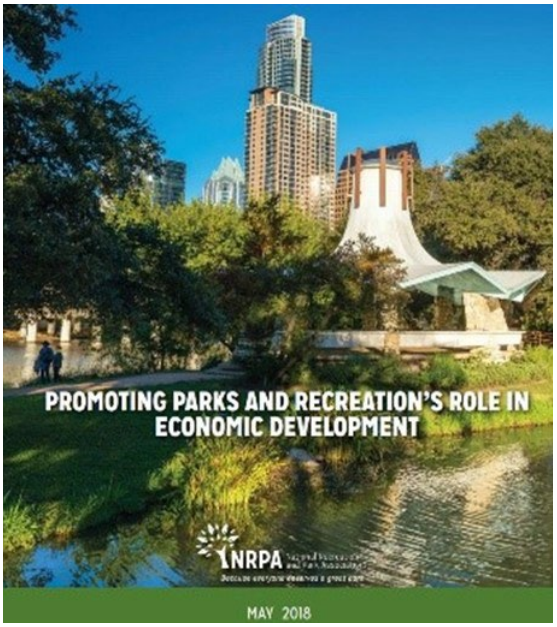
Framework for Action

This Framework for Action portion of the Recreation and Amenities section builds off of the six Comprehensive Plan themes confirmed with City officials during the transition from the Edinburg Today to the Future Edinburg phase of Comprehensive Plan development — especially Planning Themes 3, 4, 5 and 6 for this Recreation and Amenities section. The plan goals and action strategies that follow are aimed at "connecting the dots" between this set of community improvement fundamentals for Edinburg that involve:

Parks and Economic Development

Parks contribute to perceptions of a community and its overall quality of life. Quality of life elements, including parks and recreation, can make a community more attractive to potential residents, businesses and their workers. Well-maintained parks also increase property values of nearby properties, which in turn enhances local tax revenues. Additional tourism-related spending occurs when parks host out-of-town visitors for events, festivals or sports tournaments.

SOURCE: National Recreation and Park Association (2018).



Planning Theme 1

Leverage City infrastructure, especially for:

- ★ Growth management
- ★ Economic development

Planning Theme 2

Embrace Edinburg's university town advantage, especially in terms of:

- ★ Community spirit
- ★ Research commercialization
- ★ UTRGV community outreach and services
- ★ Graduate retention

Planning Theme 3

Go all in on asset preservation and maintenance, especially involving:

- ★ Infrastructure life-cycle tracking
- ★ Neighborhood integrity
- ★ Downtown revitalization (especially east toward I-69C)
- ★ Heritage sites and buildings
- ★ Parks, trails and recreation facilities

Planning Theme 4

Uplift people (as a core principle of Edinburg 2040), especially involving:

- ★ Economic security
- ★ Health and wellness
- ★ Safety
- ★ Equity
- ★ La buena vida (the good life)!

Planning Theme 5

Pursue opportunity in scarcity and abundance, especially involving:

- ★ Methods to extend water supply – a relatively scarce resource for Edinburg and the Lower Rio Grande Valley
- ★ Productive re-use of the regional waste stream – a relatively abundant resource for Edinburg since it hosts a major regional landfill for solid waste disposal
- ★ Edinburg being a leader in mitigating the effects of a changing climate

Planning Theme 6

Promote regionalism, especially in the areas of:

- ★ Economy
- ★ Mobility
- ★ Water
- ★ Drainage
- ★ Education
- ★ Healthcare
- ★ Tourism
- ★ Advocacy for the interests and priorities of Lower Rio Grande Valley communities and their residents and businesses

Goals for Recreation and Amenities

A Goal is …

a statement of a desired outcome (“end”) toward which efforts are directed as expressed by more specific objectives and action steps (“means”).

The actions in this Recreation and Amenities section involve tangible steps that will lead to achievement of the following goals:

Goal 1

A park and recreation system that keeps pace with Edinburg’s expected growth through ongoing City investment in new and improved sites and facilities in geographic areas of need, along with continued reinvestment in existing parks, playgrounds and trails.

Goal 1: Associated Plan Themes

- Asset Preservation and Maintenance
- Uplift People

Goal 2

A park and recreation system that contributes to a more connected community and healthy lifestyles through expanded trail networks and various ways for all ages to stay active and fit, along with quiet places to connect with nature.

Goal 2: Associated Plan Themes

- Embrace University Town Advantage
- Asset Preservation and Maintenance
- Uplift People

Goal 3

A more complete “lifestyle” community with amenities and activities that appeal across a range of ages and interests – and with increased awareness of all there is to do in Edinburg.

Goal 3: Associated Plan Themes

- Embrace University Town Advantage
- Asset Preservation and Maintenance
- Uplift People

1st

Goal 4

Greater emphasis on and resources toward preserving Edinburg’s natural, historic and cultural assets.

Goal 4: Associated Plan Themes

- Embrace University Town Advantage
- Asset Preservation and Maintenance
- Uplift People

1st

Goal 5

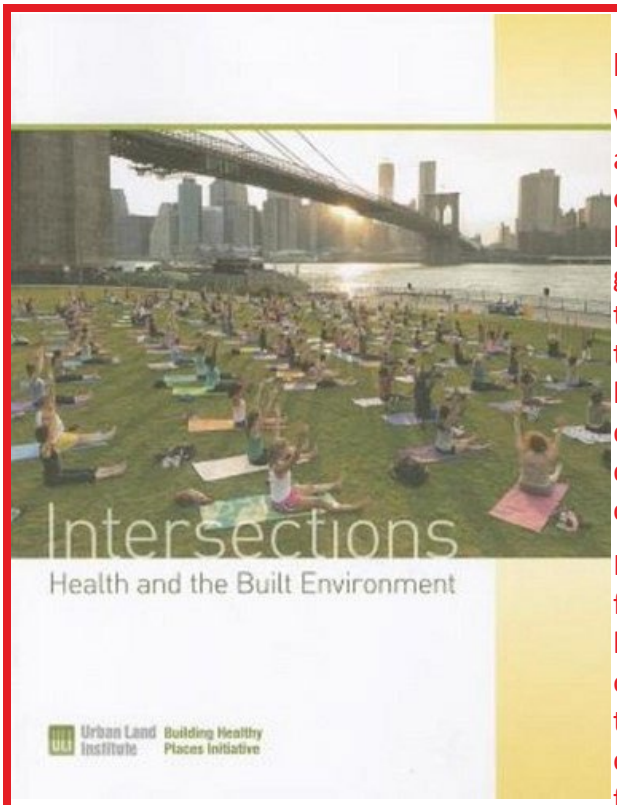
A more attractive community based on quality design and character of private development and ongoing beautification efforts within public areas.

Goal 5: Associated Plan Themes

Embrace University Town Advantage

Asset Preservation and Maintenance

Uplift People



Parks and Health

Well-designed parks and trails can encourage and allow a safe place for exercise and community interaction, also providing mental health benefits such as stress reduction. Local governments and other public agencies can use tools such as Health Impact Assessments (HIAs) to quantify and qualify the potential public health effects of proposed policies, plans or development projects. This includes the distribution of benefits and costs within the community.

Health Impact Assessments commend strategies for monitoring and managing health and for bringing public health issues to decision-makers outside of the public health field, such as in transportation and land use. The assessments can be voluntary or regulatory processes that focus on health outcomes.

HIAs can be completed specific to recreational projects to evaluate how best to maximize the positive impact of new park and trail investments on public health.

SOURCE: Intersections: Health and The Environment, Urban Land Institute (2013).

Actions for Recreation and Amenities

The actions below are categorized into the five types of plan implementation actions highlighted throughout this plan:

Capital Investments

Programs and Initiatives

Regulations and Standards

Partnerships and Coordination

More Targeted Planning / Study

Plan Actions Involve …

seizing a special opportunity or addressing a particular challenge one faces, given limited resources — financial and otherwise — and recognizing that various routine and ongoing activities will continue in the meantime.

Action Leaders

With the support and direction of City leaders and management, action leaders and other key players for most initiatives involving Recreation and Amenities will include:

- City of Edinburg departments, especially Parks and Recreation, Library and Cultural Arts, Planning and Zoning, and Grants Administration
- Explore Edinburg (Convention and Visitors Bureau)

Additionally, items with an asterisk (*) in the table below are adapted from the results of the Edinburg 2040 strategic planning process, especially from the 2040 committees focused on Neighborhoods /Parks / Green Spaces / Beautification, Arts / Culture / Historic Preservation, Health and Wellness, and Government Transparency / Equity / Civic Engagement.

- Edinburg Economic Development Corporation (EEDC) and its Board of Directors
- Edinburg Chamber of Commerce and its Board of Directors
- City boards and commissions, especially:
  - Community Development Council
  - Cultural Activities Board
  - Downtown District Steering Committee
  - Economic Development Corporation Board of Directors
  - Edinburg 2040 committees, especially Neighborhoods / Parks / Green Spaces / Beautification, Arts / Culture / Historic Preservation, Health and Wellness, and Government Transparency / Equity / Civic Engagement
  - Edinburg Golf Board
  - Edinburg Little League
  - Environment Advisory Board
  - Planning and Zoning Commission
  - Public Library Board
  - Recreation and Parks Board
  - Tree Board

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
	Capital Investments		
1	Implement specific capital projects identified in the City's updated Parks and Recreation Master Plan and its Bicycle and Pedestrian Master Plan, prioritizing projects which promote active and healthy living opportunities for all ages. Also pursue links to regional trails and pathways where such opportunities arise.	1, 2	➤ **City Parks & Recreation** ➤ City Engineering ➤ City Public Works ➤ City Grants Administration
2	Continue to invest in new acreage for future parks and recreation purposes, particularly within areas that are currently underserved by parks. Coordinate with the development community during the land planning phase to strategically plan for and invest in new community-scale and neighborhood parks. Invest in acreage, as available, that is classified as higher-risk flood zones or in other difficult to develop areas.	1, 2	➤ **City Planning & Zoning** ➤ City Parks & Recreation ➤ Real estate/ development community
3	As new playground equipment is needed in parks, continue to consider inclusive playground equipment that is accessible to children with a variety of physical and sensory needs and abilities.	1, 2	➤ **City Parks & Recreation** ➤ City Engineering ➤ City Grants Administration ➤ Capable Kids Foundation
4	Continue to pursue multi-purpose design approaches for stormwater management projects to incorporate recreational and open space preservation opportunities within such projects.	2	➤ **City Engineering** ➤ City Parks & Recreation ➤ City Grants Administration
5	Plan, budget and design for a new City library facility, considering various scenarios that include continued use of the current library property and building, but with the intent to better serve a much larger Edinburg population through a more central location and state-of-the-art, multi-purpose facility.	3, 4	➤ **City Manager's office** ➤ City Library & Cultural Arts ➤ City Grants Administration
6	Explore opportunities to link the design and construction of specific capital projects to community beautification objectives, such as along corridors and at high-profile gateways to the city. This can include supplementing public infrastructure with art and design elements that help to improve the aesthetics of and/or screen an otherwise utilitarian capital project. Possibilities include overpasses and viaducts (with the Texas Department of Transportation), ground and elevated water storage tanks, utility cabinets and fire hydrants. In downtown areas, this can include creative designs for street furniture, bike racks, trash containers, signage and lighting fixtures, as well as enhancements during alley improvements.	5	➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration ➤ Hidalgo County ➤ TxDOT

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
7	Design and construct signature gateway and streetscape/intersection treatments, which can include monument signage or other elements that call out the Edinburg name and branding as these locations offer opportunities to establish "first impressions," promote Edinburg's image and communicate community values. Potential improvements include installation of landscaped esplanades, more extensive landscaping within public rights-of-way and on private sites, special street lighting and traffic signal fixtures, enhanced traffic signals and street signage, overhead utility wires moved underground, and distinctive designs for intersection crosswalks and widened sidewalks. Installing esplanades in place of continuous center turning lanes on major roadways would also help control vehicle turning movements and increase safety, provide an intermediate refuge area for pedestrians and bicyclists crossing busy streets, and enhance corridor aesthetics through landscaping of the new esplanades.	5	➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration ➤ Hidalgo County ➤ Edinburg Chamber of Commerce ➤ EEDC ➤ RGV MPO ➤ TxDOT ➤ UTRGV
	Programs and Initiatives		
8	Revive a local Keep Texas Beautiful affiliate to focus energy and resources toward Edinburg's beautification and image enhancement, and to highlight accomplishments and voluntary improvements on private properties (https://ktb.org/form-an-affiliate/). Other established Texas affiliates can be found and explored at https://ktb.org/find-an-affiliate/.	5	➤ **City Parks & Recreation** ➤ City Public Works ➤ Edinburg 2040 committees ➤ Edinburg Chamber of Commerce
9	Build incrementally toward the level of sustained image enhancement and beautification efforts achieved in other Texas cities, which helps focus public/private energy and resources toward visible results and brings ongoing community and funder support. Texas cities that are recognized with the prestigious annual Governor's Community Achievement Awards also receive Texas Department of Transportation funding for further landscaping and community identity projects along local TxDOT rights-of-way (https://ktb.org/gcaa/).	5	➤ **City Parks & Recreation** ➤ City Public Works ➤ City Grants Administration ➤ Edinburg 2040 committees ➤ Edinburg Chamber of Commerce ➤ Future Keep Edinburg Beautiful affiliate
10	Maintain Edinburg's designation as a Tree City USA through the Arbor Day Foundation as one way to continue reaping the environmental, economic and aesthetic benefits of a healthy and robust urban tree canopy.	5	➤ **City Parks & Recreation** ➤ City Tree Board ➤ City Public Works ➤ City Planning & Zoning ➤ Edinburg 2040 committees

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
11	Continue the City's event planning focus, across departments and with community partners, especially for the Downtown area. Also ensure responsiveness to feedback and suggestions from residents, visitors and those involved in event planning, staffing, security and other support roles.	2, 3, 4	➤ **City Library & Cultural Arts** ➤ City Parks & Recreation ➤ City Police and Fire, and all other involved City departments
12	As also included in the Growth Capacity section of this plan, continually evaluate new technologies and options for improving dissemination of all City information, including for recreational programming and community events.	2, 3	➤ **City Communications & Media** ➤ City Parks & Recreation ➤ City Library & Cultural Arts ➤ Edinburg 2040 committees ➤ Explore Edinburg ➤ Explore RGV ➤ Edinburg Chamber of Commerce
13	Pursue opportunities to advance Edinburg as a lifelong community including Age-Friendly certification from the American Association of Retired Persons (AARP). Also explore principles and resources available from the 8-80 Cities non-profit organization, which advocates that "if everything we do in our cities is great for an 8 year old and an 80 year old, then it will be great for all people."	2, 3	➤ **City Planning & Zoning** ➤ Edinburg 2040 committees ➤ City Communications & Media
	Regulations and Standards		
14	Regularly review and update, as appropriate, the City's park fees applied to private developments (in lieu of parkland dedication) to ensure adequate revenue generation in line with increasing costs for land and improvements, and based on regional trends across jurisdictions.	1, 2	➤ **City Planning & Zoning** ➤ City Attorney ➤ City Parks & Recreation ➤ Real estate/ development community
	Partnerships and Coordination		
15	Continue school district coordination and formal agreements regarding after-hours public use of sports fields and recreational facilities, identifying additional opportunities for leveraging resources.	2	➤ **City Parks & Recreation** ➤ ECISD, other districts and schools

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
16	Continue mutually beneficial arrangements with property owners and developers to add to the local public park inventory and work toward continuous trail segments and links to City parks.	1, 2	➤ **City Parks & Recreation** ➤ City Planning & Zoning ➤ Real estate/ development community
17	Continue to pursue sponsorships, donations and other forms of partnerships that extend the reach of Edinburg's park and recreation offerings for residents.	1, 2	➤ **City Parks & Recreation** ➤ Edinburg 2040 committees
18	Maintain positive and productive interactions with the Hidalgo County Historical Commission and the Hidalgo County Historical Society to advance shared heritage planning and preservation priorities including potential incentive methods and/or recognition for those reinvesting in and upgrading older homes, structures and sites. Also continue to take advantage of resources and support from the Museum of South Texas History and UTRGV.	3, 4	➤ **City Planning & Zoning** ➤ City Library & Cultural Arts
19	Coordinate with community organizations, the local faith community and others to welcome newcomers into the Edinburg community, raising their awareness of events, family activities and "things to do," along with opportunities to plug in for networking and volunteer service.	2, 3	➤ **City Communications & Media** ➤ Edinburg 2040 committees ➤ Edinburg Chamber of Commerce
	More Targeted Planning / Study		
20	Complete a thorough update to the current Parks and Recreation Master Plan from 2019, especially to maintain the City's competitive position for grants available through the Texas Parks and Wildlife Department, which favors communities with master plans updated within the last five years. Then complete ongoing interim updates every five years at most, highlighting implementation progress and successes – especially through partnership efforts – while continuing to communicate Edinburg's park, recreation, trail and open space priorities to funding partners and private development interests.	1, 2	➤ **City Parks & Recreation** ➤ City Planning & Zoning ➤ City Engineering

Actions			
#	Action	Goals Supported	Action Leader(s) and Key Partners
21	Explore a potential "percent for the arts" approach for City capital projects as done by numerous state and local governments across the country, who budget into major public investments an allocation for associated image and beautification enhancements as part of design and construction (some locales also pursue such percentage allocations as part of private development projects). The organization Americans for the Arts offers guidance and resources, including an inventory of percent for art ordinances from across the nation, with many example programs readily available online through a "percent for the arts" browser search (https://www.americansforthearts.org/by-program/reports-and-data/legislation-policy/naappd/percent-for-art-ordinances). The Texas Commission on the Arts is the lead entity for such efforts in Texas: "Per Section 444.029 of Texas Government Code, any county, municipality, or other political subdivision of this state undertaking a public construction project estimated to cost more than $250,000 may specify that a percentage not to exceed one percent of the cost of the construction project shall be used for fine arts projects at or near the site of the construction project. Those organizations may consult with Texas Commission on the Arts (TCA) for advice in determining how to conduct the public art or percent for art project." (https://www.arts.texas.gov/initiatives/public-art/)	4, 5	➤ **City Engineering** ➤ City Library & Cultural Arts ➤ City Parks & Recreation ➤ Edinburg 2040 committees
22	Tap into data and resources at the regional and state levels for tracking tourism numbers and spending, along with information on area, state and national tourism trends (in general and before/after the pandemic disruption). When appropriate, a more localized study could examine visitation at local sites and amenities, gathering data and input from local partners as available and compiling visitor feedback and ratings including from popular travel websites and social media.	3, 4	➤ **Explore Edinburg** ➤ City Library & Cultural Arts ➤ City Parks & Recreation ➤ Area lodging and hospitality businesses ➤ Edinburg Chamber of Commerce ➤ EEDC ➤ Explore RGV

Ongoing and Potential Partners Related to Recreation and Amenities

Along with the Action Leaders and Key Partners called out in the table above, the following agencies and entities are also established or potential partners for helping Edinburg achieve its goals for Recreation and Amenities:

- Capable Kids Foundation
- Cities of McAllen, Pharr, Mission and other nearby cities
- Edinburg Consolidated Independent School District (ECISD) and other area districts and schools
- Edinburg Economic Development Corporation (EEDC)
- Explore RGV
- Hidalgo County, including Hidalgo County Historical Commission
- Hidalgo County Historical Society
- Homeowner Associations
- Lower Rio Grande Valley Development Council
- Museum of South Texas History
- Real estate/development community
- Rio Grande Valley Metropolitan Planning Organization (MPO)
- South Texas Motorcycle Museum
- Texas Department of Transportation (TxDOT)
- Texas Parks and Wildlife Department
- UTRGV
- Valley Off-Road Bicycling Association (VORBA)

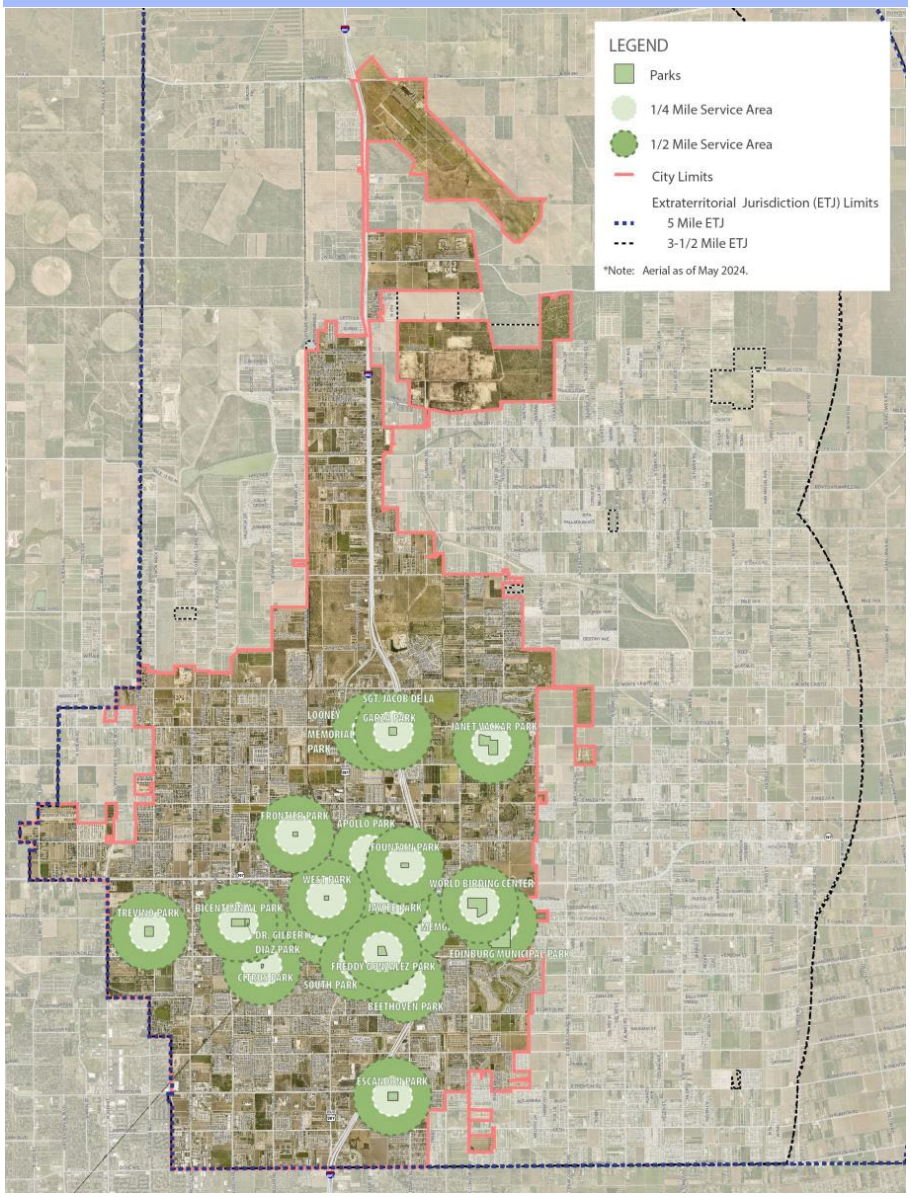
Parks and Recreation System Outlook

This portion of the Recreation and Amenities section is based on discussions with leadership of the City's Parks and Recreation and Library and Cultural Arts Departments. Both departments involve highly popular City services and programming that will only face increasing demand with Edinburg's ongoing growth.

Parks and Recreation Department Opportunities and Challenges

- The increasing cost of acquiring land for new or expanded parks – and higher costs in general for developing, improving and operating parks, trails and recreation facilities.
- Anticipating the need for a Department satellite facility on Edinburg's growing north-northwest side at some point given the extent of the city limits that stretches north from the central city, while also addressing the lack of City park space in southwest Edinburg. The accompanying map shows the locations and service areas of Edinburg's 20 current public parks, which are mostly concentrated in the central city.
- Developing a management structure and level of staffing needed to take the Department to a next level of service capabilities in line with Edinburg's growing population (e.g., citywide soccer program).
- Serving the recreation and program needs of youth from lower-income families and areas of the city. Parks and recreation opportunities in close proximity are especially important to residents with limited mobility options.

Park Service Areas



SOURCE: Kendig Keast Collaborative

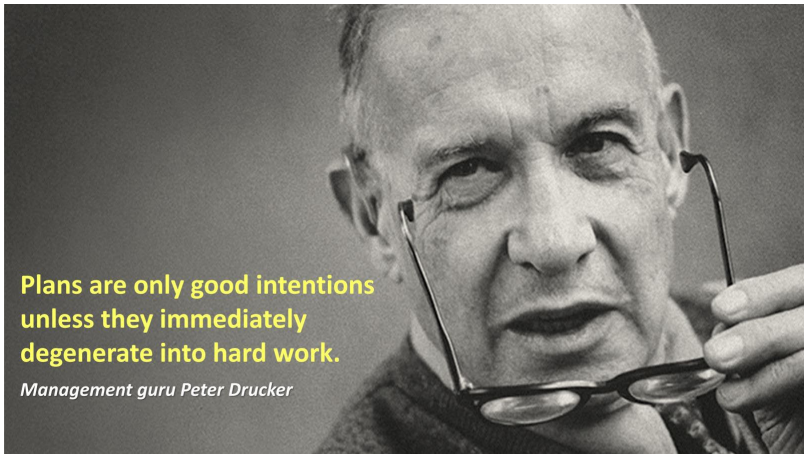
**Click to Enlarge Map*

- Maintaining the Department's commitment to making parks, playgrounds and other recreation facilities and events accessible to kids and adults with disabilities.
- Prioritizing hike-and-bike opportunities and safety given the popularity of paths and trails already developed within the city, along with other ways to promote residents' health and wellness and spending time outside.
- Serving sports teams and youth from all across the Valley with the Department's programs, in keeping with the Promote Regionalism theme of this Comprehensive Plan.
- Managing the extent and variety of programming the Department offers, along with the various races and special events held annually in Edinburg, plus the festivals and events the Department supports in coordination with Library and Cultural Arts – all of which require oversight and staffing commitments throughout each week and weekends.
- Dealing with water and heat challenges in the Valley context and with a changing climate, which presents challenges for managing popular swimming pools and splashpads, and also needing to provide more shade for recreation areas and outdoor spaces where people gather.
- Along with City/UTRGV interaction, maintaining City/school district partnerships and joint-use agreements that result in shared parks, use of City facilities and parks for school sports, walking trails on certain school properties and other after-school-hours access to campus fields and playgrounds.
- Also building on relationships with community groups and devotees of particular sports and recreational activities to expand offerings and develop or improve unique facilities (e.g., Valley Off-Road Biking Association, disc golf enthusiasts, Capable Kids Foundation, etc.).
- Continuing the Department's interaction with the Edinburg 2040 strategic planning effort and committees, especially the Neighborhoods/Parks/Green Spaces/Beautification Committee.
- Continuing to pursue grants and external funding opportunities in coordination with the City's Grants Administration Department. Especially important to these efforts is ensuring timely updates of the City's Parks and Recreation Master Plan, ideally every five years at most (last updated in 2019).

Library and Cultural Arts Department Opportunities and Challenges

- Planning for a new municipal library facility suited to Edinburg's current and projected size, and for all the expectations of modern libraries (e.g., access to technology, community meeting/gathering space, space for "makers," coworking space, education and workshop venue, etc.), starting with a needs assessment and master plan effort.
- Also locating a new facility farther west and north to be better positioned to serve north side growth, and preferably accessible by transit.
- Increasing cultural arts staffing given the growth and success of numerous annual community events in Edinburg, working out to one major festival each month.
- Continuing to work toward an arts district in central Edinburg, with the new Arts, Culture, Events (ACE) Center as another new anchor for the area.
- Relying on partnerships with other City departments and external groups to address event planning and management challenges involving Downtown accessibility, parking and public safety.
- Continuing beneficial relationships with various educational, institutional and community partners.

With this refreshed Comprehensive Plan, the City of Edinburg and its various partner agencies and organizations will have an essential new document that should be frequently referred to for guidance in community decision-making. The plan should be a "living document" that is responsive to ongoing change. Its key planning considerations, goals and action strategies must be revisited periodically to ensure that the plan is providing clear and reliable direction on a range of matters including land development issues and public investments in infrastructure and services.



Implementation goes well beyond just a list of action items. It is a challenging process that will require the commitment of the City's elected and appointed officials, staff, residents, business owners, major institutions, other levels of government, and other organizations and individuals who will serve as champions of the plan and its particular direction and strategies. Among its purposes, this final plan section highlights specific roles, responsibilities and methods of implementation to execute priority plan recommendations. Equally important are formalized procedures for the ongoing monitoring and reporting of successes achieved, difficulties encountered, and new opportunities and challenges that have emerged since plan adoption. This is in addition to any other change in circumstances, which may require rethinking of plan priorities. Scheduled plan evaluations and updates, as described later in this section, will help maintain its relevance and credibility as an overarching policy and action guide.

Signs of an Effective Plan

- Endorsed by partner public agencies and area organizations, reflecting its importance as a "community plan" and not just a City-adopted plan.
- Routinely referenced in City Council meetings, and in City board/commission/committee sessions, as a basis for key actions and decisions.
- Synchronized with City strategic plans and policy agendas that originate from the City Council and management level, as well as from grass-roots community engagement as done through Edinburg 2040. Also applied as a guidepost for next updates of more specific City master plans for utility infrastructure and drainage, transportation, public safety services, parks and recreation, arts and culture, special areas (e.g., Downtown), branding/marketing, etc. See the accompanying illustration of how some cities layer all these pieces into a framework for integrating plans and policies, and for coordinating efforts across all municipal functions and down to the individual staff level.

- Regularly cited as a source of decision guidance for major budget initiatives, zoning cases, capital projects planning, partnership efforts, bond referenda presented to voters, etc.
- A main driver of deliberations and ultimate action on amending the City's land development regulations to advance particular plan goals and priorities.
- Used as the starting point and source of citywide perspective for more targeted planning efforts involving particular neighborhoods, unique districts, major roadway corridors and other community locations in need of finer-grain analysis and area-specific strategies.
- Shared with regional planning and funding agencies to communicate and advocate for the City's uppermost goals and priorities, especially those that coincide with priorities of such agencies and other area communities.
- Used to make the case for grant applications and other pursuit of external and partner funding.
- Provided to new elected officials, appointed board/commission members, new department directors and staff, and others as part of orientation for their municipal government roles and awareness of community aspirations and expectations.
- Implementation progress reported on annually as part of yearly plan reviews and adjustments, setting up for more in-depth five-year plan refreshes and significant full plan updates every 10 years at most.
- City and community accomplishments celebrated as often as possible, with credit to sound planning and methodical and enthusiastic plan implementation!

Actions Based on Comprehensive Plan

The action items in this Comprehensive Plan are presented in five categories that represent the major ways that plan goals and initiatives are typically advanced and accomplished:

Capital Investments

Like many local governments, Edinburg uses a multi-year capital improvements planning process to identify and budget for "big ticket" projects, especially those that must be phased and/or coordinated with other initiatives. This may include street infrastructure; water, sanitary sewer and drainage improvements; parks, trails and recreation facility construction and upgrades; construction of public buildings; and purchases of land, vehicles or major equipment. With a typical five-year outlook, a Capital Improvements Plan (CIP) provides predictability regarding a jurisdiction's capital investment plans and priorities for the benefit and awareness of citizens and private interests. Anticipating and adequately budgeting for major capital projects will be essential to implementing this Comprehensive Plan. Likewise, decisions regarding the prioritization of proposed capital improvements should reflect the direction and priorities of this plan.

Programs and Initiatives

Programs involve the routine activities of City departments and staff, as well as special projects and initiatives they may also undertake. As part of Comprehensive Plan implementation, this method may include initiating new or adjusting existing City programs and activities; expanding community outreach efforts; or providing specialized training to accomplish a priority objective more promptly and/or effectively. Other City partners – public, private and/or non-profit – may also have ongoing programs or choose to pursue new initiatives that lead to desired outcomes expressed in the Comprehensive Plan goals or in its specific action steps.

Regulations and Standards

Given that private investment decisions account for a vast majority of a city's physical form, land development regulations and engineering standards are fundamental for plan implementation. Consequently, zoning and subdivision regulations and associated development criteria and technical engineering standards are the basic keys to ensuring that the form, character and quality of development reflect the City's planning objectives. These codes should advance the community's desire for quality development outcomes while recognizing economic factors. They should not delay or interfere unnecessarily with appropriate new development or redevelopment that is consistent with plan principles and directives.

Partnerships and Coordination

Some community initiatives identified in this plan cannot be accomplished by City government on its own. They may require direct coordination, intergovernmental agreements or funding support from other public entities or levels of government. Additionally, the unique role of potential private and non-profit partners to advance the community's action agenda should not be underestimated. This may occur through cooperative efforts, volunteer activities and in-kind services (which can count toward the local match requirements for various grant opportunities), and from public/private financing of community improvements.

More Targeted Planning / Study

Various areas of City governance require more detailed study and planning, especially as required to qualify for external funding opportunities. These studies involve targeted planning work at a finer-grain level of detail than is appropriate for comprehensive planning purposes (e.g., utility infrastructure master plans, parks and recreation master plan, streetscape design plan, etc.). As such, some parts of this plan will be implemented only after some additional planning or special study to clarify next steps and associated costs and considerations, including clarification of roles and potential cost-sharing when partnering is involved.

Action Agenda

The goals in this Comprehensive Plan will ultimately be attained through a variety of specific actions itemized in each plan section. Compiled in the **Action Agenda table** below is a set of **16 key action items** derived from the plan sections. The table does not include every recommendation found throughout this plan, a number of which aim to reinforce or expand upon existing beneficial activities by the City and its partners. Instead, it details a shorter "to do" list of initial strategic priorities deemed most important to pursue first after plan adoption, along with who is responsible for initiating, administering and participating in the implementation process.

Capital projects typically require lead time for additional feasibility analysis, construction documentation, specifications and detailed cost estimates.

Actions			
#	Action	Where in Plan	Action Leader(s) and Key Partners
	Capital Investments		
A	Plan and budget for a next fire station (north) and rehabilitation of older current stations, as well as EFD's heavily-used fire training facility (largest in the Valley).	**Growth Capacity** Action 5	➤ **City Manager's office** ➤ City Fire Department ➤ City Engineering
B	Implement specific capital projects identified in the City's updated Parks and Recreation Master Plan and its Bicycle and Pedestrian Master Plan, prioritizing projects which promote active and healthy living opportunities for all ages. Also pursue links to regional trails and pathways where such opportunities arise.	**Recreation and Amenities** Action 1	➤ **City Parks & Recreation** ➤ City Engineering ➤ City Public Works ➤ City Grants Administration
C	Continue to invest in new acreage for future parks and recreation purposes, particularly within areas that are currently underserved by parks. Coordinate with the development community during the land planning phase to strategically plan for and invest in new community-scale and neighborhood parks. Invest in acreage, as available, that is classified as higher-risk flood zones or in other difficult to develop areas.	**Recreation and Amenities** Action 2	➤ **City Planning & Zoning** ➤ City Parks & Recreation ➤ Real estate/ development community
D	Plan, budget and design for a new City library facility, considering various scenarios that include continued use of the current library property and building, but with the intent to better serve a much larger Edinburg population through a more central location and state-of-the-art, multi-purpose facility.	**Recreation and Amenities** Action 5	➤ **City Manager's office** ➤ City Library & Cultural Arts ➤ City Grants Administration

Actions			
#	Action	Where in Plan	Action Leader(s) and Key Partners
E	Design and construct signature gateway and streetscape/intersection treatments, which can include monument signage or other elements that call out the Edinburg name and branding as these locations offer opportunities to establish "first impressions," promote Edinburg's image and communicate community values. Potential improvements include installation of landscaped esplanades, more extensive landscaping within public rights-of-way and on private sites, special street lighting and traffic signal fixtures, enhanced traffic signals and street signage, overhead utility wires moved underground, and distinctive designs for intersection crosswalks and widened sidewalks. Installing esplanades in place of continuous center turning lanes on major roadways would also help control vehicle turning movements and increase safety, provide an intermediate refuge area for pedestrians and bicyclists crossing busy streets, and enhance corridor aesthetics through landscaping of the new esplanades.	**Recreation and Amenities** Action 7	➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration ➤ Hidalgo County ➤ Edinburg Chamber of Commerce ➤ EEDC ➤ RGV MPO ➤ TxDOT ➤ UTRGV
	Programs and Initiatives		
F	Increase of [police] personnel for communications as the city is growing.* Also add more certified police officers to work toward meeting the Federal Bureau of Investigation standard for municipal police departments of 2 officers per 1,000 residents.	**Growth Capacity** Action 17	➤ **City Manager's office** ➤ City Police Department ➤ City Grants Administration
G	Maintain an ongoing sidewalk improvement program to repair, replace or install new sidewalks, crosswalks and curb cuts in high pedestrian use areas (e.g., around school campuses, near public buildings and spaces, in park vicinities, etc.) and in other areas with the potential for greater pedestrian activity if better and more safely accommodated. Walkability within and to the Downtown area should be prioritized.	**Transportation** Action 12	➤ **City Engineering** ➤ City Public Works ➤ City Grants Administration
H	Complete arts corridor and seek state cultural arts district designation.*	**Economic Development** Action 11	➤ **City Library & Cultural Arts** ➤ Explore Edinburg
	Regulations and Standards		
I	Review all aspects of the City's development regulations, based on this new Comprehensive Plan, to identify potential regulatory and/or standards updates. This may include the possible need for additional or modified zoning districts. *Another source for possible updates is a development regulations evaluation completed by the Comprehensive Plan consultant, separate from this plan.*	**Land Use and Community Character** Action 2	➤ **City Planning & Zoning** ➤ City Engineering ➤ City Attorney

Actions			
#	Action	Where in Plan	Action Leader(s) and Key Partners
J	Regularly review and update, as appropriate, the City's park fees applied to private developments (in lieu of parkland dedication) to ensure adequate revenue generation in line with increasing costs for land and improvements, and based on regional trends across jurisdictions.	**Recreation and Amenities** Action 14	➤ **City Planning & Zoning** ➤ City Attorney ➤ City Parks & Recreation ➤ Real estate/ development community
	More Targeted Planning / Study		
K	Complete fresh master plans for the City's water, wastewater and storm drainage systems, which require more frequent full and interim updates in Edinburg's situation given the rapid pace of growth and changing physical conditions in and around the city. Such planning efforts typically involve comprehensive analysis of all components of the existing systems and anticipated future needs indicated by growth and build-out projections. Proper planning helps to ensure ongoing compliance with strict state and federal regulatory standards, as well as providing for the orderly extension and upgrading of properly-sized water distribution lines, wastewater collection lines and storm sewer lines and other drainage improvements when and where needed. Maintaining up-to-date master plans will be highly beneficial for the City as the plans' findings and recommendations are an essential input to multi-year capital improvements programming, budgeting and any related grant pursuits to leverage local dollars with external funding sources. **Related Edinburg 2040 action item:** ➤ Create/perform a master drainage plan.* Such a planning effort is typically based on comprehensive analysis of area watersheds beyond the existing city limits and an assessment of all existing stormwater infrastructure. Along with identifying flooding issues and risk across the area, the plan should provide goals and strategies for mitigating adverse outcomes in identified areas of concern. Maintaining an up-to-date master plan will be highly beneficial for the City for the same reasons cited above. The master plan process should also highlight inter-related community planning objectives involving recreational enhancements through multi-objective site/facility design, potential annexation activity with more effective stormwater management among the motivations, and opportunities for greater intergovernmental cooperation.	**Growth Capacity** Action 27	➤ **City Engineering** ➤ City Utilities ➤ City Planning & Zoning

Actions			
#	Action	Where in Plan	Action Leader(s) and Key Partners
L	Follow the completion of this overarching Comprehensive Plan with more targeted special area planning efforts, particularly for Downtown Edinburg, the growing medical district in south-southwest Edinburg, and the vicinity of the newly adapted UTRGV football stadium (as also recommended in the Recreation and Amenities section of this plan).	**Land Use and Community Character** Action 7	➤ **City Planning & Zoning** ➤ City Engineering ➤ UTRGV and partners in other targeted planning areas
M	Prepare a Transportation Master Plan for Edinburg that, based on localized street network modeling and analysis and evaluation of all travel modes, establishes overall principles for action and sets the stage for capital improvements planning and pursuit of external funding and grants. Such a Master Plan can also support a more data-driven thoroughfare planning process.	**Transportation** Action 23	➤ **City Engineering** ➤ City Planning & Zoning ➤ City Grants Administration ➤ Hidalgo County ➤ RGV MPO ➤ TxDOT ➤ Valley Metro
N	Brand Edinburg's medical district and explore with McAllen and Pharr the creation of a Tri-City Innovation Corridor along Jackson, McColl and Sugar roads (centered around the major hospital and medical nodes in the three cities).	**Economic Development** Action 30	➤ **EEDC** ➤ **City Planning & Zoning** ➤ Cities of McAllen, Pharr ➤ UTRGV ➤ Area medical institutions and community
O	Update the Downtown Master Plan to address the need for new private investment requiring redevelopment-specific economic development tools and incentives.	**Economic Development** Action 31	➤ **City Planning & Zoning** ➤ EEDC ➤ City Manager's office ➤ City Library & Cultural Arts ➤ Hidalgo County
P	Complete a thorough update to the current Parks and Recreation Master Plan from 2019, especially to maintain the City's competitive position for grants available through the Texas Parks and Wildlife Department, which favors communities with master plans updated within the last five years. Then complete ongoing interim updates every five years at most, highlighting implementation progress and successes – especially through partnership efforts – while continuing to communicate Edinburg's park, recreation, trail and open space priorities to funding partners and private development interests.	**Recreation and Amenities** Action 20	➤ **City Parks & Recreation** ➤ City Planning & Zoning ➤ City Engineering

The Action Agenda table provides a starting point for determining immediate, near-term and longer-term task priorities. This is an important first step toward plan implementation and should occur in conjunction with the City's annual budget process, during Capital Improvements Plan (CIP) preparation and in support of departmental work planning. This involves the essential exercise of breaking down larger efforts into "first and next steps" to lay the groundwork for measurable action and build momentum toward targeted outcomes. This often requires any further clarification of objectives and a realistic assessment of resources and capabilities to move an initiative forward. Also see the accompanying discussion on Various Means — and Perspectives — for Setting Priorities.

Then, once the necessary funding is committed and roles are defined, a lead City staff member should initiate a first-year work program in conjunction with City management, other departments, and other public and private implementation partners.

The near-term action priorities should be revisited annually by City officials and staff to recognize accomplishments, highlight areas where further attention and effort are needed, and determine whether some items have moved up or down on the priority list given changing circumstances and emerging needs. It should be kept in mind that early implementation of certain items, while perhaps not the uppermost priorities, may be expedited by the availability of related grant funds, by a state or federal mandate, or by the eagerness of one or more partners to pursue an initiative with the City. On the other hand, some high-priority items may prove difficult to tackle in the near-term due to budget constraints, the lack of a lead entity or individual to carry the initiative forward, or by the community's readiness to take on a complex or potentially controversial new program.

Progress on the immediate and near-term items should be the focus of the first **annual review and report** one year after adoption of this Comprehensive Plan as described later in this section. Then, similar to multi-year capital improvements programming, the entire Action Agenda – and all other action strategies within the plan sections – should be revisited annually to decide if any additional items are ready to move into a sooner action timeframe.

Various Means — and Perspectives — for Setting Priorities

Action priorities can be set in multiple ways, which vary depending on the roles, needs and expectations of those involved:

- **"Picking the low-hanging fruit,"** which involves items that are relatively quick and easy to accomplish. This is usually a priority for those responsible for managing budgets and limited resources, and needing to show tangible results relatively soon (i.e., elected officials, local government administration).
- **"Bang for the buck,"** which emphasizes cost-effectiveness and return on investment. This is also usually a priority of those cited in the previous item, plus agencies that provide grants and foundations that target their funds toward community enhancement.
- **Tangible results,** where the focus is on producing visible outcomes. This is a universal need and desire, whether near-term results are essential or in cases where it is understood that patience and perseverance will be needed while working toward longer-term objectives.
- **"Chunking,"** which requires diligence to take on longer-term or more complex initiatives that must be pursued in piecemeal fashion over time, but which will ultimately prove very beneficial. This is especially the world of managers and hands-on project leads or teams that are committed to an ongoing process of breaking down ambitious objectives into manageable pieces, directing efforts toward interim progress and "small wins," and staying on target and constantly making adjustments along a "critical path." A classic example is the high-stakes, extreme-pressure and groundbreaking "moonshot" work — and ultimate success — of the National Aeronautics and Space Administration (NASA) during the 1960s.
- **"Follow the money,"** which elevates items with an obvious, available funding source — or where prospects are good for securing external funding such as through state or federal grants, foundation opportunities, partnerships, etc. This is another common emphasis for elected officials and local government management, as well as all who wish to expedite certain outcomes.
- **"Follow the leader,"** which underscores the importance of having a willing, available and enthusiastic "champion" to carry a priority initiative forward. This may be someone associated with a partner agency or entity (e.g., leaders from the business community, civic or philanthropic organizations, or non-profits) when logical in-house candidates are already committed to other vital programs and projects.

Along with these considerations for setting priorities, another fundamental factor that will determine the ability to achieve desired outcomes, whether near-term or beyond, involves asking:

- **What Do We Control?** What unique authorities, capabilities, tools and resources can we apply to each of the potential priority initiatives in front of us?
- **What Can We Influence?** If we do not fully control the path forward and can only influence our destiny, how and when can we best assert our means for influencing resource allocation, priority setting and similar processes that others control?
- **What Do We Not Control?** Where we have no control and only minimal influence, how can we design our initiatives and methods to work around external factors and reduce risk?

Key Implementation Roles

Planning and Zoning Commission

The Commission should take the lead in the following general areas:

- Ensuring that recommendations forwarded to the City Council are reflective of plan goals and action priorities.
- After holding one or more public hearings to discuss new or evolving community issues and needs, making recommendations to the City Council regarding plan updates and plan amendments.

City Management and Staff

City staff should take the lead in the following general areas:

- Managing day-to-day implementation of the plan, including ongoing coordination through an interdepartmental plan implementation committee with representatives of all key City functions.
- Completing capital improvement planning efforts.
- Managing the drafting of new or amended land development regulations.
- Conducting studies and developing additional special-purpose and/or special area plans.
- Reviewing land development applications for consistency with the plan.
- Negotiating the specifics of intergovernmental and other agreements.
- Administering collaborative programs and ensuring open channels of communication with various private, public and non-profit partners.
- Maintaining an inventory of potential plan amendments, as suggested by City staff and others, for consideration during annual and periodic plan review and update processes.

City Council Approval and Oversight

Most all actions based on the City's Comprehensive Plan require City Council action, such as:

- Adoption of the annual **City budget**.
- Adoption of new or amended **ordinances**, and repeal of ordinances deemed no longer necessary.
- Approval of **contracts and agreements**.
- Approval of the **local match** for grant applications.
- Adoption of other **specialized plans**, and acceptance of **targeted studies**.

Implementation Monitoring and Progress Reporting

While remaining firm in its fundamental principles and reflection of community values, the Edinburg Comprehensive Plan should still be a flexible document that allows for adjustment to changing conditions over time. Shifts in political, economic, physical, technological and social conditions – and other unforeseen circumstances – may influence and change the priorities and fiscal outlook of the community. As Edinburg evolves, new issues will emerge while others will no longer be as relevant. Some action statements may later be found impractical or outdated while other plausible solutions will arise. To ensure that it continues to capture the core goals of the community and remains relevant over time, the Comprehensive Plan must be revisited regularly to confirm that the plan elements are still on point and the associated goals and action strategies are still appropriate.

Key activities – all of which should involve ongoing community dialogue and input – include:

- **Annual Report.** City staff should prepare an annual progress report for presentation to the Planning and Zoning Commission and City Council. This ensures that the plan is consistently reviewed and that any needed modifications or clarifications are identified and completed in a timely manner. Ongoing tracking of consistency between the plan and the City's development regulations should also be an essential part of this effort.
- **Five-Year Review and Evaluation.** An Evaluation Report to the City Council should be prepared every five years. This report should be prepared by City staff with input from all departments, the Planning and Zoning Commission, and other boards and commissions. The report process involves identifying successes from the current plan, considering what circumstances have changed over the last five years, and making recommendations on how the plan should be modified in light of those changes.
- **10-Year Full Plan Update.** Every decade at most, the City should revisit all aspects of its Comprehensive Plan and prepare a thorough update. This should take into account:
    - Major actions taken and accomplishments based on the previous plan.
    - Plan actions not pursued or completed to re-assess their continued relevance and/or revise them appropriately, along with discussion of any barriers encountered, missed opportunities and lessons learned.
    - Ongoing, evolving and new community issues.
    - Changes in assumptions, as well as in trends and data in the Edinburg Today Report.
    - Changes in the local government organization, resources, in-house skills, and tools and methods for advancing priority initiatives.
    - Changes in federal or state laws, regulations or other external factors that may influence plan priorities and/or the City's implementation capabilities.

Criteria for Amending the Future Land Use and Character Map

Along with procedures for monitoring and periodically updating the Comprehensive Plan, another specific issue involves consideration of proposed amendments to the adopted Future Land Use and Character map. A first consideration is whether a map amendment is necessary immediately, such as in conjunction with a particular rezoning request? Or, can a potential map adjustment wait so that it may be examined more holistically, along with any other map changes under consideration, through the next interim review and update of the entire Comprehensive Plan?

The following items should be reviewed and addressed, especially by the Planning and Zoning Commission, when a Future Land Use and Character map adjustment is proposed:

- **Scope of Amendment:** Is the proposed map change limited to one or a few parcels or would it affect a much larger area?
- **Change in Circumstances:** What specific conditions have changed sufficiently to render the current map designation(s) inappropriate or out-of-date (e.g., city's population size and/or characteristics, area character and building form, property/structure conditions, infrastructure or public services, market factors including need for more land in a particular designation, etc.)?
- **Consistency with Other Plans:** In addition to the Comprehensive Plan, is the proposed map change consistent with the intent and policy direction of any other applicable plans (utility infrastructure or drainage plans, public safety plans, parks and recreation master plan, etc.)?
- **Adequate Information:** Do City staff, the Planning and Zoning Commission, and/or City Council have enough and appropriate information to move ahead with a decision (e.g., utility capacity, potential traffic impacts, other public service implications, resident/stakeholder concerns and input)?
- **Stakeholder Input:** What points, concerns and insights have been raised by area residents, property owners, business owners, partner agencies/organizations or others?

North Inset

City (South)

Future Land Use and Character

Edinburg, TX
Comprehensive Plan

DRAFT 10/08/24

Acres: 10 50 100

0 0.25 0.5 1 Miles

N

INDEX MAP

North Inset

City (South)

Legend

- Edinburg City Limits
- Lot Boundary

Future Land Use and Character

- Auto-Urban
- Downtown District
- General Commercial
- Industrial
- Multi-Family Residential
- Neighborhood Commercial
- Suburban
- Urban University

NOTE:
A comprehensive plan shall not constitute zoning regulations nor establish zoning district boundaries.

ORDINANCE NO. _____

CONSIDER ORDINANCE ADOPTING THE CITY OF EDINBURG COMPREHENSIVE PLAN; CONTAINING A REPEALER CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City of Edinburg approved Ordinance No. 3023, adopting the Edinburg gateway plan, an agenda for 2025 as a guide for development of the City of Edinburg and the extraterritorial jurisdiction on October 4, 2005; and

WHEREAS, the City of Edinburg amended the Comprehensive Plan on October 4, 2005, to address growth in residential and non-residential areas of the community; and

WHEREAS, the City of Edinburg is continuing to experience a high rate of growth throughout the City; and

WHEREAS, the City of Edinburg has engaged professional planning services to prepare for the Comprehensive Plan with the firm Kendig Keast Collaborative, Inc.; and

WHEREAS, Kendig Keast Collaborative, Inc. and City staff worked with the Planning & Zoning Commission and the Comprehensive Plan Oversight Committee, by holding a series of public meetings and received input from the public to compose the Update of the Comprehensive Plan as authorized by Chapter 213 of the Texas Local Government Code; and

WHEREAS, the updated Comprehensive Plan (Edinburg 2050 Mid-Century Plan) was presented to the Planning & Zoning on October 10, 2024, and a hearing was held at which the public was given an opportunity to give testimony and provide written evidence.

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

SECTION I. The City of Edinburg Comprehensive Plan (Edinburg 2050 Mid-Century Plan) is hereby adopted by the City of Edinburg to assist with the implementation of administrative process and review by the City with respect to future development in accordance

with the updated Comprehensive Plan.

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 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 be published in the Code of Ordinances of the City of Edinburg, Texas.

SECTION VII. 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 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 15th day of October, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
ORDINANCE
Agenda Item No: 9.A.
Special Use Permit- St. Joseph's Catholic School TurkeyFest

1. **Agenda Item:**
Consider Ordinance Providing for a Temporary Special Use Permit for the "St. Joseph's Catholic School TurkeyFest" to be Held Saturday, November 9, 2024, from 11:00 a.m. Through 10:00 p.m. at St. Joseph's Catholic School, Located at 119 W. Fay St., Being Portions of Edinburg Townsite Subdivision, Lot 1-2-3 & 6S1/2&7 Through 12 Blk 319. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The applicant is requesting a Temporary Special Use Permit for the "St Joseph's Catholic School TurkeyFest" to be held Saturday, November 9, 2024, and located at 119 W Fay St. Edinburg, Texas.

The event set-up will begin on Friday, November 8, 2024, at 5:00 p.m. Security will be needed overnight to protect any property to be used in this activity. The event will begin the next day at 11:00 a.m. and will end at 10:00 p.m. This request is being coordinated with several City Departments such as Police, Public Works, Fire, and Solid Waste Managment.

The applicant is requesting the following street closures:

The corner of Stubbs and Closner
The corner of Fay and Closner
The corner of 10th and Fay
The corner of 10th and Stubbs

The applicant will need to provide an insurance policy reflecting the City as the Certificate Holder for this event. Approval of this event will require the applicant to sign a hold harmless agreement.

3. **Staff's Recommendation:**
After discussion with City Departments, City services are available for utilization if approved by the City Council, for the "St. Joseph's TurkeyFest" to be held Saturday, November 9, 2024, located at 119 W Fay Street, Edinburg, Texas.

Reviewed by:
Jesus Saenz, Assistant City Manager

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:
A. City Council Agenda Packet Attachments
B. Hold Harmless Agreement
C. Ordinance

MEETING DATES:
CITY COUNCIL – 10/15/2024
DATE PREPARED –09/05/2024

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit for "St. Joseph's Catholic School TurkeyFest"
APPLICANT:	St. Joseph's Catholic School
AGENT:	N/A
LEGAL:	Being Lots 1-through 3 BLK 342, Edinburg Townsite Subdivision
LOCATION:	119 W Fay Street
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Catholic School
PROPOSED USE OF PROPERTY:	Turkey Festival
EXISTING LAND USE/ ADJACENT ZONING:	North – Down Town (DT) District South – Commercial General (CG) District East – Commercial General (CG) District West – Residential Primary (RP) District and Commercial Neighborhood (CN) District
LAND USE PLAN DESIGNATION:	Catholic School
ACCESS AND CIRCULATION:	This property has access from Closner Blvd. a four (4) lane principal high-speed arterial roadway, 10th Avenue a two (2) lane city street, Fay Street and Stubbs Streets are (2) lane city streets.
PUBLIC SERVICES:	Public utilities are readily available to serve the site.
RECOMMENDATION:	Staff recommends approval of the Temporary Special Use Permit. A comprehensive evaluation is on the following page(s).

TEMPORARY SPECIAL USE PERMIT
"ST. JOSEPH'S CATHOLIC SCHOOL TURKEYFEST"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and list of conditions for approval of the livestock show and auction.

1. **Duration:** The proposed day and hours requested by the applicant are Saturday, November 9, 2024 from 11:00 a.m. to 10:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from 10th Avenue, Stubbs and Fay Streets.

3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department for this event.

4. **Electric and Lighting:** Outdoor events will be provided with electrical service.

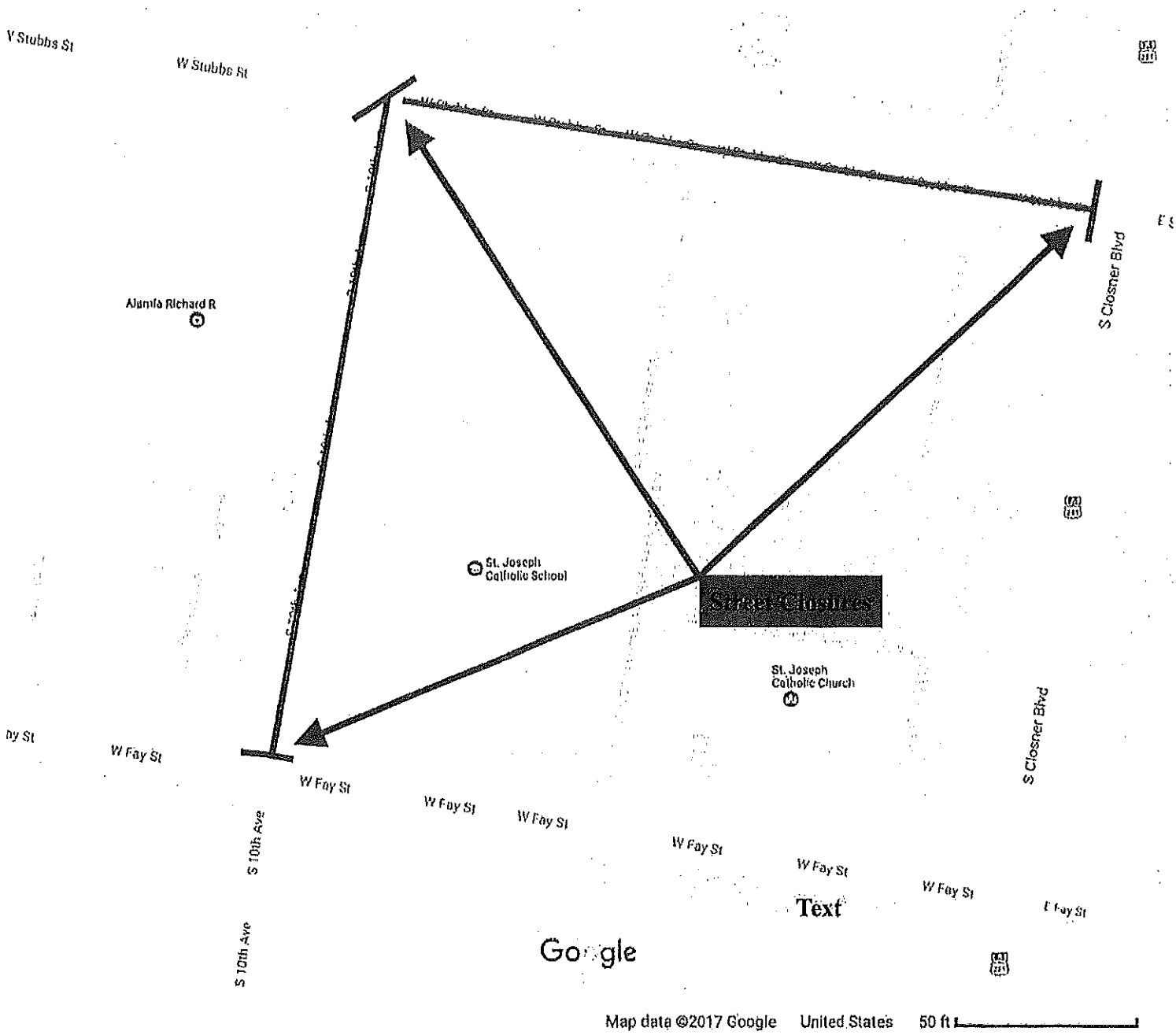
5. **Site Restoration:** The applicant must be make arrangements to restore the property to its original condition.

6. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

7. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

8. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.

Google Maps


W Stubbs St
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St. Joseph Catholic School
Street Closures
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Google
Map data ©2017 Google
United States
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Case #

THE CITY OF Edinburg

Planning & Zoning Department
415 W. University Drive
Edinburg, Texas 78539
(956) 388-8202

Special Use Permit Application
Temporary Use (Events)

TODAY'S DATE: September 19, 2024

1. Type of Event: St. Joseph Catholic School- Turkey Fest 2024
2. Name: St. Joseph Catholic School Phone No. (956) 383-3957
3. Contact Name: Maricela Perez Email maricela.perez@cdobcs.org
4. Mailing Address: 119 W. Fay Street, Edinburg, Tx 78539
5. Email: rhondacc2@yahoo.com
6. Address/Location of Event: 119 W. Fay , Edinburg,Tx 78539
7. Legal Description of Property: _____
8. Present Land Use School Zoning District: _____
9. Days & Hours of Event: Friday, 11/8/24 at 5:00p.m. to Saturday, 11/9/24 at 10:00p.m.

Maricela Perez
Name (Please type or print)

M Perez
Signature

AMOUNT PAID _____ RECEIPT NUMBER _____

Items Needed:

- ☐ **Sealed Survey or Metes and Bounds** (If acreage property)
- ☐ **Letter of Authorization from Owner** (If the applicant is not the owner of property)
- ☐ **Site Plan**
- ☐ **Letter of Proposal**
- ☐ **Proof of Insurance**

Fee: $200

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

GENERAL INFORMATION

Section 2.511 Public Interest and Special Events of the Edinburg Unified Development Code

Special events in stadiums or City parks shall be regulated by the City and are not limited by this section. All other special events are permitted by Special Use permit if the following are demonstrated:

A. **Duration.** The special event shall be limited to no more than five consecutive days, not including set-up and tear-down unless approved by the City.

B. **Access Control.** If deemed necessary by the City Engineer, property access shall be controlled by special traffic personnel paid for by the applicant. Prior to receiving a permit, the applicant must provide written communication from the Police Department indicating adequate provisions have been made.

C. **Sanitation.** The City, or another applicable department or agency, shall approve the sanitary provisions. Prior to receiving a permit, the applicant must provide written communication from the applicable department or agency indicating adequate provisions have been made.

D. **Electric and Lighting.** The City's Inspector shall approve all electric and lighting facilities. Prior to receiving a permit, the applicant must provide written communication from the Inspector indicating adequate provisions have been made.

E. **Noise.** Maximum noise levels may be established. The levels shall be based on the distance of the site to adjoining residential uses and any history of complaints about similar events.

F. **Site Restoration.** The applicant shall provide surety for complete site restoration upon the event's conclusion or should the permit be revoked.

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 15th day of October 2024, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Maricela Perez on behalf of St. Joseph's Catholic School, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

Maricela Perez, shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted on October 15, 2024 ,for the "St. Joseph's Catholic School TurkeyFest" to be held Saturday, November 9, 2024, at St. Joseph's Catholic School, Being portions of Edinburg Townsite Subdivision Lot 1-2-3 & 6S1/2&7 Thru 12 BLK 319, Located at 119 West Fay Street, Edinburg, Hidalgo County, Texas. Maricela Perez on behalf of St. Joseph's Catholic School, shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney's fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting form or arising out of the granting of a temporary special use permit on October 15, 2024, for the "St. Joseph's Catholic School TurkeyFest" to be held Saturday, November 9, 2024, at St. Joseph's Catholic School, Being portions of Edinburg Townsite Subdivision Lot 1-2-3 & 6S1/2&7 Thru 12 BLK 319, Located at 119 West Fay Street, Edinburg, Hidalgo County, Texas.

EXECUTED this the 15th day of October, 2024.

CITY OF EDINBURG

BY: _____

: Myra L. Ayala, City Manager

APPROVED AS TO FORM

"St. Joseph's Catholic School TurkeyFest"

By: _____ BY: _____

Josephine Ramirez-Solis, City Attorney Maricela Perez

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE "ST. JOSEPH'S CATHOLIC SCHOOL TURKEYFEST" TO BE HELD SATURDAY, NOVEMBER 9, 2024, AT ST. JOSEPH'S CATHOLIC SCHOOL,BEING PORTIONS OF EDINBURG TOWNSITE SUBDIVISION LOT 1-2-3 & 6S1/2&7 THRU 12 BLK 319, LOCATED AT 119 WEST FAY STREET, AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, 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, Maricela Perez has applied for a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the "St Joseph's Catholic School TurkeyFest" to be held on Saturday, November 9, 2024; and,

WHEREAS, this type of activity is prohibited by said Unified Development Code unless a Temporary Special Use Permit is granted; and

WHEREAS, the City Council of the City of Edinburg may by an affirmative two-thirds' (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district.

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. That a Temporary Special Use Permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas, be granted to Maricela Perez for "St Joseph's Catholic School TurkeyFest" to be held at 119 West Fay Street, Edinburg, Hidalgo County, Texas, with the following conditions:

1. **Duration:** The proposed day and hours requested by the applicant are Saturday, November 9, 2024 from 11:00 a.m. to 10:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from 10th Avenue, Stubbs and Fay

Streets.

3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department for this event.

4. **Electric and Lighting:** Outdoor events will be provided with electrical service.

5. **Site Restoration:** The applicant must be make arrangements to restore the property to its original condition.

6. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

7. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

8. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.

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 15th day of October, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
BUDGET
Agenda Item No: 10.A.
2023-2024 Budget Transfers of Funds

1. Agenda Item:

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

Fire Prevention

1. General Fund: FROM Worker's Compensation Ins.; Travel, Training, Meetings; Membership Dues, Subscr.; Wearing Apparel; Tools; Recreation & Education; and Motor Vehicle Fuel TO Overtime; Taxes; Assignment Page; and Retirement, in the Amount of $76,190. [Omar Ochoa, Fire Chief]

Recreation

1. General Fund; FROM Part-Time Wages TO Chemicals-Medical & Lab, in the Amount of $28,000. [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 FUND

DEPARTMENT FIRE PREVENTION

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept				-	*Category						
1	WORKER'S COMPENSATION INS	1	0	0	-	2	5	0	1	-	5	0	2	1	0	4	$ 31,000
2	TRAVEL,TRAINING,MEETINGS	1	0	0	-	2	5	0	1	-	5	1	3	2	0	0	600
3	TRAVEL,TRAINING,MEETINGS	1	0	0	-	2	5	0	1	-	5	1	3	2	0	0	1,890
4	MEMBERSHIP DUES, SUBSCR	1	0	0	-	2	5	0	1	-	5	1	3	2	1	0	6,000
5	WEARING APPAREL	1	0	0	-	2	5	0	1	-	5	2	2	3	0	0	4,000
6	TOOLS	1	0	0	-	2	5	0	1	-	5	2	2	3	0	1	2,000
7	RECREATION & EDUCATION	1	0	0	-	2	5	0	1	-	5	2	2	3	0	3	20,000
8	MOTOR VEHICLE FUEL	1	0	0	-	2	5	0	1	-	5	2	2	3	0	5	10,700
										Total							$ 76,190

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept				-	*Category						
1	OVERTIME	1	0	0	-	2	5	0	1	-	5	0	1	1	0	2	$ 31,000
2	OVERTIME	1	0	0	-	2	5	0	1	-	5	0	1	1	0	2	600
3	TAXES	1	0	0	-	2	5	0	1	-	5	0	2	1	0	0	1,890
4	ASSIGNMENT PAY	1	0	0	-	2	5	0	1	-	5	0	1	1	0	5	6,000
5	ASSIGNMENT PAY	1	0	0	-	2	5	0	1	-	5	0	1	1	0	5	4,000
6	ASSIGNMENT PAY	1	0	0	-	2	5	0	1	-	5	0	1	1	0	5	2,000
7	OVERTIME	1	0	0	-	2	5	0	1	-	5	0	1	1	0	2	20,000
8	RETIREMENT	1	0	0	-	2	5	0	1	-	5	0	2	1	0	1	10,700
										Total							$ 76,190

Explanation: Transfer of Funds required to complete 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: DATE:

1. _____ 10/11/24

2. _____ 10/11/24
Department Head & Assistant City Manager
ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. _____ 10/11/24
Director of Finance
ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. _____ 10/11/24
City Manager
ROUTE BACK TO FINANCE DEPARTMENT
ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ ___
Initials

DATE ENTERED TO INCODE: ___/___/___ ___
Initials

Form Updated 4/19/2023

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME GENERAL FUND

DEPARTMENT RECREATION

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER														AMOUNT
		Fund			-	Dept			-	*Category						
1	PART-TIME WAGES	1	0	0	-	4	0	0	2	-	5	0	1	1	0	$ 28,000
										Total						$ 28,000

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER														AMOUNT
		Fund			-	Dept			-	*Category						
1	CHEMICALS-MEDICAL & LAB	1	0	0	-	4	0	0	2	-	5	2	2	3	0	7	$ 28,000
										Total							$ 28,000

Explanation: Transfer of Funds required to complete 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: **DATE:**

1. _____ 10/11/24
2. _____ 10/11/24

Department Head & Assistant City Manager

****ROUTE TO FINANCE DEPARTMENT****

REVIEWED BY: **DATE:**

3. _____ 10/11/24

Director of Finance

****ROUTE TO CITY MANAGER'S OFFICE****

APPROVED BY: **DATE:**

4. _____ 10/11/24

City Manager

ROUTE BACK TO FINANCE DEPARTMENT
****ATTENTION: SANDRA DEE AGUIRRE****

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ____/____/____ ____
Initials

DATE ENTERED TO INCODE: ____/____/____ ____
Initials

Form Updated 4/19/2023

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
RESOLUTION
Agenda Item No: 11.A.
Project 2421EDNBG

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Enter Into an Airport Project Participation Agreement for Texas Department of Transportation Aviation Division Project 2421EDNBG for Infrastructure Improvements totaling $11,111,111 for South Texas International Airport at Edinburg. [Eddie Velarde, Director of Aviation]

2. **Description:**
The City of Edinburg received from the State of Texas 88th Legislature a grant amount of $10,000,000.00 toward funding Airport improvements including visual navigational aids replacement; storm water drainage enhancement and flooding mitigation; runway and taxiways upgrades; and airfield surface preparations in anticipation of future runway and taxiway extensions. The City of Edinburg will be responsible for grant matching funds in the amount of $1,111,111.00. The total cost of Project 2421EDNBG will be $11,111,111.00.

The estimated Timeline for Project 2421EDNBG is October 2024 through December 2025.

220-7000-606500 Other Capital Outlay

Via the Airport Project Participation Agreement, the Texas Department of Transportation Aviation Division with act as Agent for City of Edinburg.

Per the 2019 Airport Layout Plan Update, the City of Edinburg continuously intends to improve South Texas International Airport at Edinburg through capital projects that maintain safety, availability, and increase airfield capacity.

3. **Staff's Recommendation:**
Approve City Manager to enter into the Airport Project Participation Agreement for Texas Department of Transportation Aviation Division Project 2421EDNBG for infrastructure Improvements at South Texas International Airport at Edinburg.

Reviewed by:
Eddie Velarde, Director of Aviation
Tomas Reyna, Assistant City Manager

Prepared by:
Vanessa Ramirez,
Administrative Assistant

Attachments:
A. Council Resolution TXDoT Project 2421EDNBG
B. 2421EDNBG_APPA
C. TXDoT Project 2421EDNBG concept

RESOLUTION NO. xxxx

STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AIRPORT PROJECT PARTICIPATION AGREEMENT FOR TEXAS DEPARTMENT OF TRANSPORTATION AVIATION DIVISION PROJECT 2421EDNBG FOR INFRASTRUCTURE IMPROVEMENTS TOTALLING $11,111,111 FOR SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, City of Edinburg (Sponsor) intends to make continuous improvement to South Texas International Airport at Edinburg, consisting of capital projects that maintain safety, availability, and increase airfield capacity; and

WHEREAS, City of Edinburg engages such improvements in manners consistent with Federal Aviation Administration regulations and precepts; and

WHEREAS, City of Edinburg received from the State of Texas 88th Legislature a grant amount of $10,000,000.00 toward funding said Airport improvements including visual navigational aids replacement, storm water drainage enhancement and flooding mitigation, runway and taxiways upgrades, and to effect airfield surface preparations in anticipation of future funding of runway and taxiway extensions; and

WHEREAS, City of Edinburg will be responsible for Sponsor's share of the project total cost, Sponsor share amount being $1,111,111.00 available through the Airport Fund FY 2024-2025 Capital Outlay budget; and

WHEREAS, The Airport Project Participation Agreement will grant Texas Department of Transportation Aviation Division to act on behalf of Sponsor to disburse all funds used in payment of project costs, to assure compliance with all applicable statutes, rules, regulations, procedures, and advertise for, select and make contracts with consultants and contractors in accordance with governing laws; and

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

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

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. City Manager is hereby directed to submit on behalf of City of Edinburg the Airport Project Participation Agreement to Texas Department of Transportation Aviation Division for Project 2421EDNBG.

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

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

READ, CONSIDERED, PASSED, AND APPROVED BY THE CITY COUNCIL OF EDINBURG, TEXAS, at a regular meeting of the City Council of the City of Edinburg at which a quorum was present and which was held in accordance with Vernon's Texas Code Annotated, Government Code §551.041 on the 15th day of October 2024.

CITY OF EDINBURG

BY: _____
Ramiro Garza, Jr., Mayor

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez-Solis
City Attorney

TEXAS DEPARTMENT OF TRANSPORTATION

AIRPORT PROJECT PARTICIPATION AGREEMENT

(State Assisted Airport Development Grant)

TxDOT CSJ No.: 2421EDNBG
Commission Approval: October 26, 2023

Part I - Identification of the Project

TO: City of Edinburg, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Agreement is made and entered into by and between the Texas Department of Transportation, for and on behalf of the State of Texas (the "State"), and City of Edinburg, Texas, (the "Sponsor"), under the authority granted and in compliance with the provisions of the Title 3 of the Texas Transportation Code.

The project is described as design and construction services to: Reconstruct center portion of Runway 14/32; reconstruct two cross taxiways; extend Runway 32 (1,000'); extend parallel taxiway to Runway 32; install medium intensity runway light's Runway 14/32; replace precision approach path indicator 2's with precision approach path indicator 4; install wind cone and segmented circle; install beacon & tower; install lighted signs; drainage improvements - existing culverts, dredge pond; and prepare an environmental assessment at South Texas International Airport at Edinburg.

Part II - Offer of Financial Assistance

1. The allowable costs of the project shall not include any costs determined by the State to be ineligible under Title 3 of the Texas Transportation Code, or the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq*.

2. It is estimated that total project costs will be approximately $11,111,111 (Amount A). It is further estimated that approximately $11,111,111 (Amount B) of the project costs will be eligible for financial assistance, and that financial assistance will be for ninety percent (90%) of the eligible project costs. Project costs eligible for financial assistance shall be determined by the State. It is estimated that the State's financial assistance share of eligible project costs will be approximately $10,000,000 (Amount C) and the Sponsor's share of the project costs will be approximately $1,111,111 (Amount D). Financial assistance is subject to the availability of state funds. Any state financial participation over Amount C is not guaranteed.

This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. It is the intent of the Agent to provide funding to complete the approved work items of this grant and not to amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended as necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state and/or local funds.

The State will not participate in funding for force account work conducted by the Sponsor.

3. If there is an overrun in the eligible project costs, the Sponsor will be responsible to cover all cost overruns. If the sponsor does not move forward with construction, they shall reimburse the state 100% of all costs under contract and/or expended at the point of notification that the project will not be completed.

4. In the event that state funds are unavailable, this Agreement shall automatically be voided and become of no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor.

5. Sponsor's share of project costs (Amount D) shall be paid initially in cash when requested by the State. The State will not execute project contracts until the required funding has been made available by the Sponsor in accordance with this Agreement. At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share.

6. The Sponsor specifically agrees that it shall pay any project costs, which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount C) as stated in Paragraph II-2.

7. Sponsor, by executing this Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right, upon advance written request during reasonable and regular business hours, to audit any books and records of the Sponsor to verify the funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.

   Following the execution of this Agreement and upon written demand by the State, the Sponsor's financial obligation (Amount D) shall be due and payable to the State. Should the Sponsor fail to pay the obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-5 and/or V-6. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount D).

PART III - Sponsor Responsibilities

1. In accepting the Agreement, the Sponsor guarantees that:

   a. it will comply with the Attachment A, Certification of Airport Fund, attached and made a part of this Agreement; and

   b. it will comply with the Attachment B, Certification of Project Fund, attached and made a part of this Agreement; and

   c. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas in connection with the Agreement; and

   d. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired and maintained in a safe and serviceable manner for the useful life of the improvements, not to exceed 20 years; and

   e. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Agreement; and

   f. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

   g. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State; and

   h. through the fence access shall be reviewed and approved by the State; and

   i. it will acquire all property interest identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas in the

acquisition of such property interest; and that airport property identified within the scope of this project and Attorney's Certificate of Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and

j. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

k. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility. Sponsor shall not be required to pledge income received from the mineral estate to airport use unless state and/or federal funds were used to acquire the mineral estate of airport lands or any interest therein; and

l. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor for any purposes other than operation of the airport. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

m. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise and to provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment; and

n. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Texas Local Government. Code §§ 241.001 *et seq*. Sponsor shall also acquire and retain aviation easements or other

property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interests will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and

o. it will provide upon request to the State, and the engineering or planning consultant, copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and

p. after reasonable notice, it will permit the State and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, consultants and contractors associated with this project, to enter private property for purposes necessary to this project.

q. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications shall be filed with the State for approval; and

2. The Sponsor certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold on such property for a term of not less than 20 years, prior to the advertisement for bids for such construction or procurement of facilities that are part of the above project, and within the timeframe of the project, a sufficient interest (easement or otherwise) in any other property interest which may be part of the project.

3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents or employees.

4. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives before, during and after the completion of this project.

5. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.

6. The Sponsor by execution of this grant certifies that it has implemented, or will implement during this project, an effective airport pavement maintenance-management program and it assures that it will use such program during the period of this Agreement. It will provide upon written request such reports on pavement condition and pavement management programs as the State determines may be useful. Failure to comply with this condition may make the Sponsor ineligible for future grants.

7. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement shall be evidenced by execution of this Agreement by the Sponsor. The Agreement shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. The Agreement shall become effective upon execution of the Agreement by the State and shall remain in full force and effect for a period of at least 20 years.

Part IV- Nomination of the Agent

1. The Sponsor designates the State as the party to apply for, receive, and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State agrees to assume the responsibility to assure that all aspects of the grant are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives, except as otherwise specifically provided.

3. As required by Texas Transportation Code 22.018, when acting as the agent for Sponsor, State shall advertise for, select, and make contracts with, consultants and contractors in accordance with the law governing the making of contracts by the State.

4. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent for all such purposes, including, but not limited to:

Receiving and Disbursing Agent:

a. apply for, accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the State;

b. receive, review, approve, and process Sponsor’s reimbursement requests for approved project costs; and

c. pay to the Sponsor, from granted funds, the portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor’s share.

d. receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with State-executed contracts.

Contracting Agent:

e. advertise for services required for the project, including, but not limited to, professional engineering and/or planning services, construction, construction management, and materials acquisition; receive, open, and review bids; select the consultant; provide notification of contract award for professional services; and negotiate professional services contract terms as necessary; and execute, on behalf of the Sponsor, contracts related to this project;

f. participate in pre-bid and pre-construction conferences; and issue orders as it deems appropriate regarding construction progress, including but not limited to Notices to Proceed, Stop Work Orders, and Change Orders.

g. administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with federal and state regulations.

Contract Management Agent:

h. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order, or direction between the State and the Sponsor, any engineer, contractor, or materialman, the State shall issue a written order, which shall prevail and be controlling.

i. coordinate and review project plans, specifications, and construction; coordinate and conduct progress and final inspections.

Construction Phase:

j. review, approve and maintain record drawings.

PART V - Recitals

1. The State and the Sponsor shall obtain an audit as required by state regulations.

2. The Sponsor, and not the State, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The power of attorney, as granted by the Sponsor to the State in Part IV - Nomination of Agent, is a limited power to perform acts in connection with airport improvements as specified in or necessitated by this Agreement.

3. The Sponsor agrees to pursue and enforce contract items, which are required by federal

and/or state regulations, laws, and orders to insure satisfactory performance of contract vendors. Such items include, but are not limited to, bid bonds, payment bonds, and performance bonds. Pursuit and enforcement of contract items may require litigation and other remedies of law.

4. The United States and the State of Texas shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incidental to, compliance with this grant agreement.

5. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment, which the Sponsor may enter into or assume, or have entered into or have assumed, in regard to the above project.

6. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor, suspend the grant in whole or in part. The notice of suspension shall contain the following:

   a. The reasons for the suspension and the corrective action necessary to lift the suspension;

   b. A date by which the corrective action must be taken;

   c. Notification that consideration will be given to terminating the grant after the corrective action date.

   In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

7. This Agreement is subject to the applicable provisions of Title 49 U.S.C., Title 3 of the Texas Transportation Code, and the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq*. Failure to comply with the terms of this Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

   a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State may pursue any of the following remedies: (1) require a refund of any money expended pursuant to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any money expended on the project pursuant to the Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at

law or in equity.

b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.

8. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State, which extension shall not unreasonably be denied or delayed.

9. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities regarding this project and shall not be modified, amended, rescinded, or revoked unless such modification, amendment, rescission, or revocation is agreed to by both parties in writing and executed by both parties.

10. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including §§ 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

11. The Sponsor's acceptance of this Agreement and ratification and adoption of the Airport Project Participation Agreement shall be evidenced by execution of this instrument by the Sponsor. This Offer and Acceptance shall comprise a Grant Agreement, as provided by the Title 49 U.S.C., constituting the contractual obligations and rights of the United States, the State of Texas, and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided.

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

13. Termination
This agreement may be terminated in the following manner:
- ♦ by mutual written agreement and consent of both parties.
- ♦ by either party upon the failure of the other party to fulfill the obligations set forth herein.
- ♦ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Sponsor will be responsible for the payment of Project costs incurred by the State on behalf of the Sponsor up to the time of termination. The Sponsor will remit the required funds to the State within sixty (60) days from receipt of the State's notification.

Part VI - Acceptance of the Sponsor

City of Edinburg, Texas, does ratify and adopt all statements, representations, warranties, covenants and agreements constituting the described project and incorporated materials referred to in the Agreement, and does accept the Offer, and agrees to all of the terms and conditions of the Agreement.

City of Edinburg, Texas

_____

(Sponsor)

_____

(Sponsor Signature)

_____

(Title)

_____

(Date)

Part VII - Acceptance of the State

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

State of Texas
Texas Department of Transportation

_____
(Signature)

Dan Harmon
_____
(Typed Name)

Director, Aviation Division
_____
(Title)

_____
(Date)

ATTACHMENT A

Certification of Airport Fund

The Sponsor does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. Such fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

City of Edinburg, Texas

(Sponsor)

(Sponsor Signature)

(Title)

(Date)

ATTACHMENT B

Certification of Project Funds

TxDOT CSJ No.: 2421EDNBG

The Sponsor does certify that sufficient funds to meet the Sponsor's share of project costs as identified in the Airport Project Participation Agreement for said project will be available in accordance with the schedule shown below:

Sponsor Funds

Source	Amount	Date Available

City of Edinburg, Texas

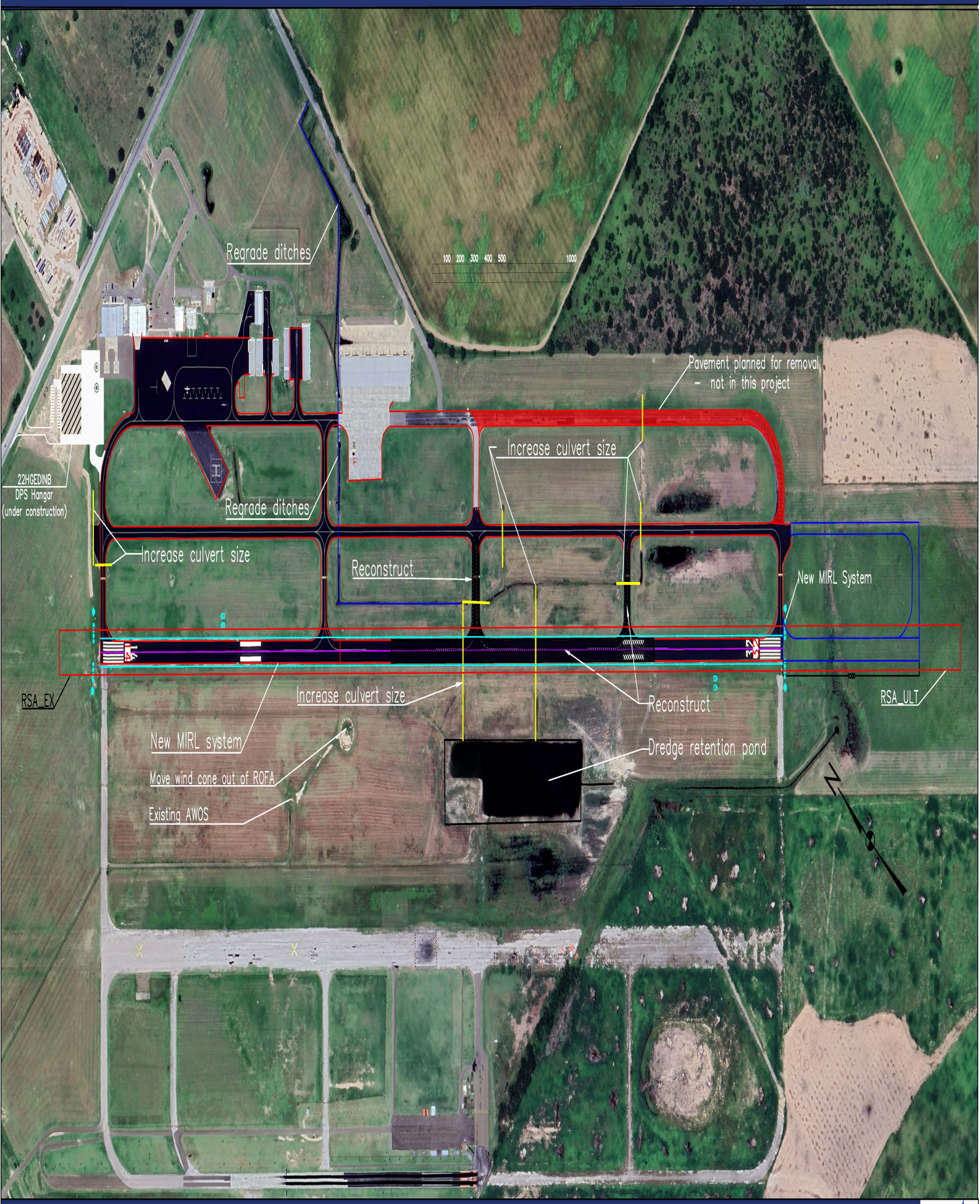
(Sponsor)

(Sponsor Signature)

(Title)

(Date)

South Texas International Airport at Edinburg EXHIBIT (review only) 2024



CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
APPOINTMENT
Agenda Item No: 12.A.
Appointments

1. **Agenda Item:**
Consider Appointment to the Following City Advisory Board, Council, Commission and Committee: Edinburg Public Library Board, One Member. [Clarice Y. Balderas, City Secretary]

2. **Description:**
City staff is presenting the following Appointment to the City Advisory Board, Council, Commission and Committee for consideration:

Edinburg 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): Resigned

Application(s): Bernadette Perez, Lilia Brown, Crystal Rae Solis, 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 Appointment to the Following City Advisory Board, Council, Commission and Committee: Edinburg Public Library Board, One Member.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Sarah Bryan
Administrative Specialist

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
CONSENT AGENDA
Agenda Item No: 13.A.
Consider authorizing the City Manager to enter Into an Agreement with the Public Service Agencies.

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into an Agreement with the Following Public Service Agencies: Amigos Del Valle, Inc., C.A.M.P. University, Children's Advocacy Center of Hidalgo and Starr Counties, Comfort House, Court Appointed Special Advocate of Hidalgo County, Inc. (CASA), and Women Together, Inc. [Claudia L. Farias, Director of Grants Administration]

2. **Description:**
On July 16, 2024, City Council approved the FY 2024 Annual Action Plan (AAP) which was submitted to the U.S. Department of Housing and Urban Development (HUD). HUD approved the FY 2024 AAP through a letter dated September 19, 2024. The Grant Agreement/Funding Approval was executed and submitted to HUD on September 26, 2024. In order to disburse funding, a Subrecipient Agreement between the City of Edinburg and the Public Service Agencies must be executed. Below is a list of the Public Service Agencies that were approved to receive an award through the FY 2024 AAP:

Amigos Del Valle, Inc. ($50,000.00)
Funding request will provide free home delivered meals to eligible seniors for 250 days to continue living a healthy, productive and independent lives.

C.A.M.P. University ($12,000.00)
The program provides an opportunity for special needs adults who have graduated high school to continue developing life and social skills. The purpose of this program is to promote independence through social situations, self-care, continued academic study and practical life skills training. Funding request will pay for salary of Education Specialists, Lead Teachers, and Teachers.

Children's Advocacy Center of Hidalgo and Starr Counties ($20,000.00)
The program works in collaboration with DFPS, Edinburg PD, and the District Attorney's Office to coordinate the investigation and prosecution of child abuse cases and will provide services to abused children ages 2 to 17 years. The services provided will be forensic interviews, medical evaluations, victim advocacy and support, trauma-focused therapy, and case review. The funds will be used for the salaries of the Lead Family Support Specialists, Family Support Specialists, Lead Therapists, Therapists, Lead Forensic Interviewers, Forensic Interviewers, Forensic Nurse, Special Advocates, and Medical Advocates.

Comfort House ($3,000.00)
The program provides twenty-four-hour palliative care for each resident that is housed during their last stages of life. The funds will pay for the salary of Caregiver(s) who care for eligible Edinburg residents.

Court Appointed Special Advocate of Hidalgo County, Inc. ($5,000.00)

The program provides abused and neglected children with support and assistance needed to secure placements that are safe, permanent and nurturing. Funding request will pay for salaries/fringe benefits for Child Advocacy Specialists, Training & Recruitment Specialists, Program Director and transportation.

Women Together Inc. ($10,000.00)
The program provides emergency shelter, crisis intervention, and individual/group counseling for victims of family violence and sexual assault. Funds will pay for salaries/fringe benefits for Part-Time Shelter Advocate that will provided services for Edinburg residents. The Shelter Advocate works in the shelter facility providing supportive essential services for clients residing in the shelter facility and Transitional Housing Program

3. Staff's Recommendation:

Approve Authorizing the City Manager to enter Into an Agreement with the Following Public Service Agencies: Amigos Del Valle, Inc., C.A.M.P. University, Children's Advocacy Center of Hidalgo and Starr Counties, Comfort House, Court Appointed Special Advocate of Hidalgo County, Inc. (CASA), and Women Together, Inc., pending approval of final form by City Manager and City Attorney.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Claudia Farias, Director of Grants Administration

Attachments:

A. Amigos Del Valle, Inc. - Subrecipient Agreement
B. C.A.M.P. University - Subrecipient Agreement
C. CASA of Hidalgo County, Inc. - Subrecipient Agreement
D. Children's Advocacy Center of Hidalgo and Starr Counties - Subrecipient Agreement
E. Comfort House Services, Inc. - Subrecipient Agreement
F. Women Together, Inc. - Subrecipient Agreement

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CITY OF EDINBURG
GRANTS ADMINISTRATION DEPARTMENT
SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the **15th day of October 2024** by and between the **City of Edinburg**, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and **Amigos Del Valle, Inc.** hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules & Regulations

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of **Community Development Block Grant (CDBG) # B-24-MC-48-0503**, activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to 24 CFR Part 570)

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Fifty Thousand Dollars $50,000.00** and as delineated in Exhibit B-1: “Grant Budget” and B-2: “Payment Schedule”. **SUBRECIPIENT** certifies the activities carried out under this agreement meet a CDBG Program National Objective defined in 24 CFR Part 570.208.

SUBRECIPIENT agrees to notify **CITY** in writing of any changes in its Statement of Work, CDBG Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

CITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow Exhibit C: Project Time Table, of this Agreement, and shall notify CITY, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Schedule.

SECTION III
Records & Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal CITY or authority that may exercise jurisdiction over CDBG funds.

SUBRECIPIENT shall maintain program and project files to include all project specific elements required in the regulations for “Records to be maintained”, as cited in 24 CFR 570.506, and as explicitly requested by the **CITY**.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **CITY** shall conduct on-site and/or virtual monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 2 CFR Part 200.328.

The **CITY** shall provide written notification to the **SUBRECIPIENT**, at least two weeks prior to the monitoring review, advising the date and time of the scheduled review. This written notice will also include a description of programmatic and administrative processes, as well as specific project documents that should be available during the

monitoring. A request to change the date and time of the monitoring review once it has been agreed upon by both the **CITY** and the **SUBRECIPIENT**, must be submitted in writing within 3 days of receiving the monitoring notification. The request should include a reason for the request and a new proposed date and time for the monitoring.

The **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings within thirty (30) days of the monitoring visit. If the monitoring report notes deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement or may result in withholding of future funding.

In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all financial records, accounts, reports, program and administrative files, and other documents, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement. SUBRECIPIENT agrees to maintain program and project files to include all elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time for the life of the project and at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

SECTION V
Requests for Reimbursement & Program Income

SUBRECIPIENT agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E: Requests for Reimbursements** of this Agreement.

SUBRECIPIENT shall attend a mandatory orientation after the award of funds and prior to first draw. This orientation will provide an overview of the program, as well as updates on processes and regulatory compliance.

SUBRECIPIENT shall submit final reimbursement request to **CITY** within the twelve-month period of this agreement ending **September 30, 2025**. Reimbursement requests submitted after this date may not be processed and any unexpended funds will be recaptured.

SUBRECIPIENT shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit K. With the reimbursement the **SUBRECIPIENT** will include a Program Application and Monthly Report as referenced in Exhibit K. The Reimbursement Request, Program Application and Monthly Report must be submitted on or before the 10th of every month, starting the month after this agreement is executed. The City reserves the right to terminate the contract and re-program funding to another eligible project, if the Subrecipient fails to submit a reimbursement request and required reports by the 10th of each month. The City may terminate the contract and reprogram funding to another eligible project, if the Subrecipient fails to submit a reimbursement

request within the first quarter of the fiscal year.

SUBRECIPIENT and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth (15th) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

SUBRECIPIENT and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Also, any building or structure funded under this Agreement shall not be used for sectarian or religious activities. (Refer to Exhibit I).

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §570.600 - 611).

SUBRECIPIENT agrees to comply with Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP), which directs all federal agencies, including HUD, to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Pursuant to EO 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the Department of Justice LEP Guidance apply to the programs and activities of federal agencies, including HUD.

SUBRECIPIENT agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as well as the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The **SUBRECIPIENT** must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identification (UEI) number. The **SUBRECIPENT** must also comply with provisions of

the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

SUBRECIPIENT agrees to comply with 2 CFR Part 200.303. The SUBRECIPIENT shall take reasonable measures to safeguard protected Personally Identifiable Information (PII) as defined in 2 CFR Part 200.82, and/or Sensitive Personally Identifiable Information (SPII), such as names, social security numbers (SSNs), driver's license numbers (DLNs), Employer Identification Numbers (EINs), any information derived from SSNs, DLNs, and EINs, date and place of birth, mother's maiden name, medical information, financial account numbers (credit or debit card numbers), and income information under this subpart and all other provisions of Federal, State, and local law. The **SUBRECIPIENT** agrees to only maintain such information about beneficiaries that is relevant and necessary to accomplish its purpose and that the information be maintained in systems of records –electronic and paper—that have the appropriate administrative, technical, and physical safeguards to protect the information, however current. **SUBRECIPIENT** agrees to establish written policies and procedures to limit the collection of PII and SPII, manage access to SPII, protect hard copy and electronic files containing SPII, protect electronic transmissions of SPII via fax, email, etc., protecting hard copy transmission of files containing SPII, follow records management, retention, and disposition laws, regulations, and policies, and ensure that all personnel are familiar with reporting procedures when SPII related to HUD programs and projects has been compromised. All suspect compromises should be promptly reported to HUD's National Help Desk at 1-888-297-8689.

SUBRECIEPIENT agrees to comply with Federal Contract Provisions as per 24 CFR Part 200, Appendix II (see Exhibit G).

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of 2 CFR 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as now in effect and as may be amended congruent with current regulatory requirements (See Exhibit H). The Uniform Requirements for HUD Federal Award Recipients supersedes, consolidates and streamlines requirements from the following eight OMB circulars: OMB Circular A-21, A-87, A-89, A-102 A-110, A-122, A-133, and guidance on OMB Circular A-50, Audit Follow-up on Single Audit Act follow-up.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Subpart F, Audit Requirements, as now in effect and as may be amended congruent with regulatory requirements.

If **SUBRECIPIENT** expends One Million Dollars ($1,000,000.00) or more in federal awards during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with a single audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY**

an Independent Auditor's Report (Financial Management Letter) with the audit report. If the **SUBRECIPIENT** expends less than $1,000,000.00 in federal awards in a fiscal year, then the **SUBRECIPIENT** is exempt from the 2 CFR 200, Subpart F, Audit Requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the U.S. Government Accountability Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 2 CFR 200.337. (Refer to Exhibit G for website)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT'S** fiscal year.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 2 CFR Part 200.339 and 2 CFR Part 200.340 (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through K .

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY** or **SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT.**

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII
Indemnity Clause

To the maximum extent allowed by law, SUBRECIPIENT agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $250,000 per occurrence, $500,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY-**funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg,** which includes 2 CFR Part 200.317 through 327 (Refer to Exhibit G for website). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY.** (Refer to Exhibit F for Procurement Policies).

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will

have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 2 CFR Part 200.112. (Refer to Exhibit G for website)

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **CITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XV
System for Awards Management Requirements

SUBRECIPIENT agrees to maintain an active registration at the federal website, System for Awards Management during the program year, in accordance with 24 CFR Part 200.113 (Refer to Exhibit J).

SECTION XVI
Legal Action and Venue

SUBRECIPIENT agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

SECTION XVII
Alternate Dispute Resolution/Neutral Party

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree

otherwise, each party shall bear its own costs, 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 the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. 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 matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XVIII
Personnel & Participant Conditions

A. Civil Rights

1. Compliance

The **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The **SUBRECIPIENT** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The **SUBRECIPIENT** will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The **SUBRECIPIENT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

The **SUBRECIPIENT** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the **SUBRECIPIENT** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. Equal Access Final Rule (24 CFR Part 5)

HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/. This rule will ensure that all individuals have equal access to many of the

Department's core shelter programs in accordance with their gender identity.

Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of "sexual orientation," which was adopted from the Office of Personal Management's (OPM) definition of the term in 2012 to conform to OPM's current definition.
- NOTE: the definition of "family" remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/#program-guidance-and-equal-access-rule.

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/ .

B. Affirmative Action

1. **Plan**
   The **SUBRECIPIENT** agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. **W/MBE**
   The **SUBRECIPIENT** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The **SUBRECIPIENT** may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **EEO/AA Statement**
   The **SUBRECIPIENT** will, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENT**, state that it is an Equal Opportunity or Affirmative Action employer.

SECTION XIX
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **SUBRECIPIENT**, and not otherwise.

Funding Contingent upon Final H.U.D. Approval. Community Development

Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:
City of Edinburg
Grants Administration Department
415 W. University Dr.
Edinburg, Texas 78541
Phone: (956) 388-8206
Fax: (956) 292-2140
Email:
coegrants@cityofedinburg.com

If to **SUBRECIPIENT**:
Amigos Del Valle, Inc.
212 W 18th Street
Mission, Texas 78572
Phone: (956) 213-9400
Email: aguerra@advrgv.org

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

Authority to Execute. The execution and performance of this Agreement by **CITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XX
Effective Date

The effective date of this agreement shall be the **1st day of October 2024,** such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of September 2025**.

Approved and signed this Approved and signed this ___ day of **2024**.

_____
Alejandro Guerra, Executive Director

Subrecipient Name: Amigos Del Valle, Inc.
Address: 212 W. 18th Street
City/State/Zip: Mission, Texas 78572
Federal I.D. Number: 74-1815988
UEI Number: E3JVPMTLADL6

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared_____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____day of_____, 2024.

_____
Notary Public in and for the State of Texas

~~~~~~

ATTEST: **CITY OF EDINBURG**

BY: _____
Clarice Y. Balderas, City Secretary

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

BY: _____
Josephine R. Solis, City Attorney

~~~~~~

EXHIBIT A
Statement of Work

SUBRECIPIENT shall utilize the funding amount of **$50,000.00** to provide free home delivered meals to eligible seniors for 250 days to continue living a healthy, productive, and independent lives.

SUBRECIPIENT shall assist at least (33) unduplicated beneficiaries**.**

SUBRECIPIENT shall follow procurement policies outlined in the agency policies and procedures or the City of Edinburg polices, whichever is more stringent.

SUBRECIPIENT may provide such services in coordination with other social service agencies, pharmacies and medical providers.

SUBRECIPIENT shall utilize the appropriate CDBG funds to leverage existing resources to augment present service capacity.

SUBRECIPIENT shall ensure that all assisted individuals shall meet acceptable HUD eligible criteria including but not limited to residency requirements and applicable income limits

EXHIBIT B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Reimbursement to provide free home delivered meals to thirty-three (33) seniors for 250 days	$50,000.00
Total Grant Budget:	$50,000.00

EXHIBIT B-2

Amigos Del Valle, Inc.
Payment Schedule & Estimated Project Timeline

Project Activity	Start Date	End Date	Reimb. Amount	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
Begin incurring project costs at start date of the executed Subrecipient Agreements.	10/01/24	10/30/24	$ 4,000.00												
Submit Request for Reimbursement #1 and Monthly Report	11/01/24	11/30/24	$ 4,000.00												
Submit Request for Reimbursement #2 and Monthly Report	12/01/24	12/30/24	$ 4,000.00												
Submit Request for Reimbursement #3 and Monthly Report	01/01/25	01/30/25	$ 4,000.00												
Submit Request for Reimbursement #4 and Monthly Report	02/01/25	2/29/2025	$ 4,000.00												
Submit Request for Reimbursement #5 and Monthly Report	03/01/25	03/30/25	$ 4,000.00												
Submit Request for Reimbursement #6 and Monthly Report	04/01/25	04/30/25	$ 4,000.00												
Submit Request for Reimbursement #7 and Monthly Report	05/01/25	05/30/25	$ 4,000.00												
Submit Request for Reimbursement #8 and Monthly Report	06/01/25	06/30/25	$ 4,000.00												
Submit Request for Reimbursement #9 and Monthly Report	07/01/25	07/30/25	$ 4,000.00												
Submit Request for Reimbursement #10 and Monthly Report	08/01/25	08/30/25	$ 5,000.00												
Submit FINAL Request for Reimbursement and Monthly Report to close out project.	09/01/25	09/30/25	$ 5,000.00												
	Budget Grand Total		***$ 50,000.00***												

This project timeline is an estimate based on the City's goal to complete CDBG funded projects within the fiscal year of award.

All funds for this project will reimburse Subrecipient for costs incurred as shown in Exhibit A Statement of Work.

EXHIBIT C
Project Payment Schedule &Time Table

1. **SUBRECIPIENT** hereby agrees to perform services as outlined in Exhibit A.

2. **SUBRECIPIENT** agrees that the scope of work described in Exhibit A will be completed no later than **twelve months** from the contract date.

3. **SUBRECIPIENT** agrees to notify the City in writing of any changes or delays from the agreed time as described in Exhibit A.

2024- 2025 **FOR THE MONTHS OF:**	**No. of Beneficiaries**	**TYPE OF EXPENDITURE**
October 2024	3	Expenses as noted in Exhibit B-1
November 2024	3	Expenses as noted in Exhibit B-1
December 2024	3	Expenses as noted in Exhibit B-1
January 2025	3	Expenses as noted in Exhibit B-1
February 2025	3	Expenses as noted in Exhibit B-1
March 2025	3	Expenses as noted in Exhibit B-1
April 2025	3	Expenses as noted in Exhibit B-1
May 2025	3	Expenses as noted in Exhibit B-1
June 2025	3	Expenses as noted in Exhibit B-1
July 2025	3	Expenses as noted in Exhibit B-1
August 2025	2	Expenses as noted in Exhibit B-1
September 2025	1	Expenses as noted in Exhibit B-1

EXHIBIT D
Records & Reports

1. **SUBRECIPIENT** must submit the **Monthly Activity Report** accompanying each request for payment form. Each activity report must include the following:

   - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
     - Benefits Low- and Moderate-Income Persons
     - Provides Decent Affordable Housing
     - Creates Economic Opportunities

   - **Number of Persons Assisted with New Access to Service/Benefit**

   - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**

   - **Number of Low-Mod Beneficiaries**

   - **Racial Data**

     1. White
     2. Black/African American
     3. Asian
     4. American Indian/Alaskan Native
     5. Native Hawaiian/Other Pacific
     6. Asian White
     7. Black & White
     8. Am. Indian/Alaskan Native & White
     9. Black/African American & White
     10. Other Multi Racial

   - **Number of Hispanics Served**
   - **Number of Persons Served Living with a Disability**
   - **Number of Female Head of Households**
   - **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

Performance Measurements

- **Type of Outcome:**

  - **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities.
  - **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

EXHIBIT D
Records & Reports
(Continued)

Other significant information:

- **SUBRECIPIENT** should report any additional activities such as such as special events, fundraisers, awards, etc.)

4. **SUBRECIPIENT** shall ensure compliance with Records Retention rules:

   - The **FY 2024-2025 CDBG Subrecipient Agreement** and all records pertaining to this agreement must be retained for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER). The final CAPER submission for this agreement will be submitted no later than December 30, 2025 and as such all records pertaining to this agreement must be kept until **December 30, 2030** except as provided below:

     - In the event that any pending litigation, claim, audit, negotiation, or other action involving these activities is on-going, the documentation will be retained until completion and resolution of the action. Records must be maintained until completion of said action, and/or any issues that may arise from it or at the end of the regular 5-year retention period, whichever is longer.
     - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

5. **SUBRECIPIENT** shall complete a **Program Application** for each assisted client that is listed on any reimbursement request. A completed original application form must be submitted with each reimbursement request.

6. **SUBRECIPIENT** must maintain proper financial records.

EXHIBIT E
Requests for Reimbursement

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule", no later than the **10th of each month**. The City reserves the right to terminate the contract and re-program funding to another eligible project, if the Subrecipient fails to submit a reimbursement request and required reports by the 10th of each month. The City may terminate the contract and reprogram funding to another eligible project, if the Subrecipient fails to submit a reimbursement request within the first quarter of the fiscal year.

2. **SUBRECIPIENT** **must** submit the following documents when submitting a reimbursement request:

    - Agency Cover Letter
    - CDBG Reimbursement Request Form
    - Monthly Activity Report
    - Program Application for assisted beneficiaries:
        - Documentation verifying that they reside inside the city limits of Edinburg.
        - Must be qualified through Presumed, Qualified or Income/Asset application.

3. **SUBRECIPIENT** must ensure that the items listed below are included in the reimbursement request packet, if the project includes any of the following:

    - ***Salary reimbursement*** for agency staff providing services to qualified residents:
        - Agency timesheet for each staff member providing services – *This should include all the hours worked for each day during the specified pay period.*
        - CDBG time summary report – *This should include a breakdown of Edinburg CDBG hours vs. other hours.*
        - Proof of payment for salaries such as cleared pay stubs, banks statements, etc.

    - ***Food assistance, Mileage/Transportation and other services, as applicable***:
        - List of beneficiaries assisted.
        - Provide copies of invoices for goods and services.
        - Submit Monthly Mileage Report.
        - Proof of payment - Provide copies of cancelled checks.

    - ***Procurement of goods and services:***
        - List of beneficiaries assisted.
        - Provide procurement documentation in compliance with most stringent procurement policies. (Verbal/Written quotes, RFB, RFP etc.)

- Provide copies of invoices for goods and services.
- Proof of payment - Provide copies of cancelled checks.

4. **CITY** will mail reimbursement checks the within thirty (30) working days if all supporting documentation and all requirements of the agreement are current.

5. **SUBRECIPIENT** agrees to maintain program and project files that include all project specific elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time during the life of the project and for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

EXHIBIT F
Procurement Policies
(If applicable)

1. For purchases ranging from $0.01-$2,000.00, the **SUBRECIPIENT** must use a purchase order. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must provide purchase orders, invoices, receipts and proof of payment/cancelled check(s).

2. For purchases ranging from $2,000.01-$29,999.99, the **SUBRECIPIENT** must obtain at least three written price quotations from vendors. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must the written price quotation on company letterhead, purchase orders, invoices, receipts and proof of payment/cancelled check(s).

3. For purchases over $30,000.00, **SUBRECIPIENT** must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance Bonding is required for projects over $25,000.00)

4. In the event that the **SUBRECIPIENT'S** procurement policies are more stringent than the **CITY'S** procurement policies, the **SUBRECIPIENT** must adhere to its own procurement procedures. The **SUBRECIPIENT** must notify the **CITY** when its own policies are more stringent.

EXHIBIT G
CFR, OMB, and Other Program Requirements
Website Addresses

24 CFR Part 570
https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

2 CFR Part 200
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CRF Part 200 Appendix II – Federal Contract Provisions
https://www.ecfr.gov/cgi-bin/text-idx?SID=fbb70fe83009e152ac327498f6ec18c4&node=ap2.1.200_1521.ii&rgn=div9

Other Program Requirements (See Subpart K)
https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/pdf/CFR-2017-title24-vol3-part570-subpartK.pdf

24 CFR Part 5
https://www.law.cornell.edu/cfr/text/24/part-5

Part 52-Intergovernmental Review of Department of Housing & Urban Development Programs and Activities
https://www.gpo.gov/fdsys/granule/CFR-2004-title24-vol1/CFR-2004-title24-vol1-part52

EXHIBIT H
Applicable Provision as stated in Section VIII
24 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

SUBPART D

POST AWARD REQUIREMENTS AND ADMINISTRATION
2 CFR Part 200.300-309

PROPERTY STANDARDS
2 CFR Part 200.310-316

PROCUREMENT STANDARDS

2 CFR Part 200.318-327

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING
2 CFR Part 200.328-330

SUBRECIPIENT MONITORING AND MANAGEMENT
2 CFR Part 200.331-333

RECORD RETENTION AND ACCESS
2 CFR Part 200.334-338

REMEDIES FOR NONCOMPLIANCE
2 CFR Part 200.339-343

CLOSEOUT
2 CFR Part 200.344

SUBPART E COST PRINCIPLES

SUBPART F AUDITS

EXHIBIT I
Faith-based Activities
24 CFR 570.200(j)

- (j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- (5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.
- (6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

EXHIBIT J
System for Awards Management
Registration Requirements

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a Unique Entity Identification (UEI) number to follow the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds.

As required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at https://uscontractorregistration.com/ or by calling 1-877-252-2700.

EXHIBIT K
Required forms

The Reimbursement Request, Program Application and Monthly Report must be submitted on or before the 10th of every month, starting the month after this agreement is executed.

- Reimbursement Request form
- Monthly Report
- CDBG Program Application (Presumed)

City of Edinburg Grants Administration Department

Reimbursement Request Form for Grant # B-24-MC-48-0503

Fiscal Year October 1, 202X thru September 30, 202X

Public Service Agency:	
Address:	
City/State/Zip Code:	
Contact Person:	
Contact Number:	

Reimbursement Request for the month(s) of:	**October 1, 202X**

Budget Categories	CDBG Budget	Current Request	YTD "PRIOR " Reimbursements	Available Balance
		-		
		-		
TOTALS	$ -	$ -	$ -	$ -

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

xxxxxxxxxxxxxx, Executive Director | Date | 0001 Request No.

BENEFICIARY COUNT													
ETHNIC CATEGORIES	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**YTD**
Hispanic													0
Non-Hispanic													0
Total Hispanic/Non-Hispanic	0	0	0	0	0	0	0	0	0	0	0	0	0
RACE													
American-Indian/Alaskan Native													0
Asian													0
Black/African American													0
Native Hawaiian/Pac. Islander													0
White													0
Other													0
Total Racial Categories	0	0	0	0	0	0	0	0	0	0	0	0	0

INCOME LIMITS FY 201X	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**YTD**
Extremely Low (30%) Limits													0
Very Low (50%) Limits													0
Low (80%) Limits													0
Total Beneficiaries	0	0	0	0	0	0	0	0	0	0	0	0	0

Year-To-Date "PRIOR MONTHS"	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**
Reimbursements	$ -					
(Oct. 202X-Sept. 202X)	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**YTD Total**
	$ -	$ -	$ -	$ -	$ -	$ -

Initials

CDBG MONTHLY REPORT
ENTER NAME OF AGENCY HERE
Month Ending: October 31, 20XX

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
- **Number of Persons Assisted with New Access to Service/Benefit:**
- **Number of Persons Assisted with Improved Access to Service/Benefit:**
- **Number of Low-Mod Beneficiaries:**
- **Racial Data***:*
- **Number of Persons Served Living with a Disability:**
- **Number of Female Head of Households:**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:**

PERFORMANCE MEASURMENTS

Type of Outcome:

- **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities**.**

- **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

- **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)

Reviewed and approved by:

_____ _____
XXXXXX, Executive Director Date

CDBG PROGRAM APPLICATION
ENTITLEMENT COMMUNITY OF EDINBURG
Income Eligibility Certification Form

Presumed Status Application

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

This activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI Persons. (It means that the whole agency MUST meet this category of the listed presumption).

Presumed Activity	Mark one (x)	Must Obtain Source Documentation	Who gets copy?
Victims of Domestic Violence	☐	Copy of Law Enforcement Report & Referral form	Agency only
Abused Children	☐	Copy of Law Enforcement Report & Referral form	Agency only
Elderly (aged 62 or older)	☐	Government ID indicating birthday	Agency & City
Severely Disabled Adults	☐	Copy of Social Security disability award or Doctor's Certification	Agency & City
Illiterate Adult (unable to read & write)	☐	Agency employee must witness acknowledgement	Agency & City
AIDS (auto-Immune Deficiency Syndrome)	☐	Copy of Laboratory report or referral letter from Valley AIDS	Agency only
Migrant Farmworker	☐	Copy of Checkstub from out of area employer	Agency & City
Homeless Persons	☐	Service worker should verify with Emergency Shelter, Institution, Domestic Violence, Court Order Eviction and obtain the required documentation on where he/she has been sleeping.	Agency & City

A. Applicant Information

Applicant Initials/ID#: _____

Address: _____

City: _____ TEXAS Zip Code _____

Telephone # _____ Other Contact # _____

B. Does applicant live in the city limits? ☐ Yes ☐ No

C. Characteristics

1 Date of Birth _____ **AGE** _____

2 Hispanic ☐ Yes ☐ No

3 Race (mark X)

- ☐ White
- ☐ Asian
- ☐ Native Hawaiian/Other Pacific Islander
- ☐ Asian & White
- ☐ American Indian/Alaskan Native & Black
- ☐ Black / African American
- ☐ American Indian / Alaskan Native
- ☐ American Indian / Alaskan Native & White
- ☐ Black / African American & White
- ☐ Other Multi-Racial

SAM.GOV®

AMIGOS DEL VALLE, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
E3JVPMTLADL6	**4MTS7**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Dec 6, 2024**	
Physical Address	Mailing Address	
212 W 18TH ST **Mission, Texas 78572-2804** **United States**	**212 W 18TH ST** **Mission, Texas 78572** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 15	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Dec 11, 2023	**Dec 7, 2023**	**Apr 2, 2008**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Oct 4, 1974	**Sep 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(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	Entity Type	Organization Factors
Corporate Entity (Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
Non-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	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**4MTS7**

EFT Indicator	CAGE Code
1234	**6Z2X2**

Points of Contact

Electronic Business

Alejandro Guerra

212 W 18TH ST
Mission, Texas 78572
United States

Alejandro Guerra

212 W 18TH ST
Mission, Texas 78572
United States

Government Business

Alejandro Guerra

212 W 18TH ST
Mission, Texas 78572
United States

Alejandro Guerra

212 W 18TH ST
Mission, Texas 78572
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
(blank)	**(blank)**	**(blank)**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CITY OF EDINBURG
GRANTS ADMINISTRATION DEPARTMENT
SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the **15th day of October 2024** by and between the **City of Edinburg**, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and **C.A.M.P. University,** hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules & Regulations

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of **Community Development Block Grant (CDBG) # B-24-MC-48-0503**, activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to 24 CFR Part 570)

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Twelve Thousand Dollars $12,000.00** and as delineated in Exhibit B-1: “Grant Budget” and B-2: “Payment Schedule”. **SUBRECIPIENT** certifies the activities carried out under this agreement meet a CDBG Program National Objective defined in 24 CFR Part 570.208.

SUBRECIPIENT agrees to notify **CITY** in writing of any changes in its Statement of Work, CDBG Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

CITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow Exhibit C: Project Time Table, of this Agreement, and shall notify CITY, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Schedule.

SECTION III
Records & Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal CITY or authority that may exercise jurisdiction over CDBG funds.

SUBRECIPIENT shall maintain program and project files to include all project specific elements required in the regulations for “Records to be maintained”, as cited in 24 CFR 570.506, and as explicitly requested by the **CITY**.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **CITY** shall conduct on-site and/or virtual monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 2 CFR Part 200.328.

The **CITY** shall provide written notification to the **SUBRECIPIENT**, at least two weeks prior to the monitoring review, advising the date and time of the scheduled review. This written notice will also include a description of programmatic and administrative processes, as well as specific project documents that should be available during the

monitoring. A request to change the date and time of the monitoring review once it has been agreed upon by both the **CITY** and the **SUBRECIPIENT**, must be submitted in writing within 3 days of receiving the monitoring notification. The request should include a reason for the request and a new proposed date and time for the monitoring.

The **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings within thirty (30) days of the monitoring visit. If the monitoring report notes deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement or may result in withholding of future funding.

In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all financial records, accounts, reports, program and administrative files, and other documents, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement. SUBRECIPIENT agrees to maintain program and project files to include all elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time for the life of the project and at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

SECTION V
Requests for Reimbursement & Program Income

SUBRECIPIENT agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E: Requests for Reimbursements** of this Agreement.

SUBRECIPIENT shall attend a mandatory orientation after the award of funds and prior to first draw. This orientation will provide an overview of the program, as well as updates on processes and regulatory compliance.

SUBRECIPIENT shall submit final reimbursement request to **CITY** within the twelve-month period of this agreement ending **September 30, 2025**. Reimbursement requests submitted after this date may not be processed and any unexpended funds will be recaptured.

SUBRECIPIENT shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit K. With the reimbursement the **SUBRECIPIENT** will include a Program Application and Monthly Report as referenced in Exhibit K. The Reimbursement Request, Program Application and Monthly Report must be submitted on or before the 10th of every month, starting the month after this agreement is executed. The City reserves the right to terminate the contract and re-program funding to another eligible project, if the Subrecipient fails to submit a reimbursement request and required reports by the 10th of each month. The City may terminate the contract and reprogram funding to another eligible project, if the Subrecipient fails to submit a reimbursement

request within the first quarter of the fiscal year.

SUBRECIPIENT and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth (15th) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

SUBRECIPIENT and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Also, any building or structure funded under this Agreement shall not be used for sectarian or religious activities. (Refer to Exhibit I).

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §570.600 - 611).

SUBRECIPIENT agrees to comply with Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP), which directs all federal agencies, including HUD, to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Pursuant to EO 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the Department of Justice LEP Guidance apply to the programs and activities of federal agencies, including HUD.

SUBRECIPIENT agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as well as the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The **SUBRECIPIENT** must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identification (UEI) number. The **SUBRECIPENT** must also comply with provisions of

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the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

SUBRECIPIENT agrees to comply with 2 CFR Part 200.303. The SUBRECIPIENT shall take reasonable measures to safeguard protected Personally Identifiable Information (PII) as defined in 2 CFR Part 200.82, and/or Sensitive Personally Identifiable Information (SPII), such as names, social security numbers (SSNs), driver's license numbers (DLNs), Employer Identification Numbers (EINs), any information derived from SSNs, DLNs, and EINs, date and place of birth, mother's maiden name, medical information, financial account numbers (credit or debit card numbers), and income information under this subpart and all other provisions of Federal, State, and local law. The **SUBRECIPIENT** agrees to only maintain such information about beneficiaries that is relevant and necessary to accomplish its purpose and that the information be maintained in systems of records –electronic and paper—that have the appropriate administrative, technical, and physical safeguards to protect the information, however current. **SUBRECIPIENT** agrees to establish written policies and procedures to limit the collection of PII and SPII, manage access to SPII, protect hard copy and electronic files containing SPII, protect electronic transmissions of SPII via fax, email, etc., protecting hard copy transmission of files containing SPII, follow records management, retention, and disposition laws, regulations, and policies, and ensure that all personnel are familiar with reporting procedures when SPII related to HUD programs and projects has been compromised. All suspect compromises should be promptly reported to HUD's National Help Desk at 1-888-297-8689.

SUBRECIEPIENT agrees to comply with Federal Contract Provisions as per 24 CFR Part 200, Appendix II (see Exhibit G).

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of 2 CFR 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as now in effect and as may be amended congruent with current regulatory requirements (See Exhibit H). The Uniform Requirements for HUD Federal Award Recipients supersedes, consolidates and streamlines requirements from the following eight OMB circulars: OMB Circular A-21, A-87, A-89, A-102 A-110, A-122, A-133, and guidance on OMB Circular A-50, Audit Follow-up on Single Audit Act follow-up.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Subpart F, Audit Requirements, as now in effect and as may be amended congruent with regulatory requirements.

If **SUBRECIPIENT** expends One Million Dollars ($1,000,000.00) or more in federal awards during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with a single audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY**

an Independent Auditor's Report (Financial Management Letter) with the audit report. If the **SUBRECIPIENT** expends less than $1,000,000.00 in federal awards in a fiscal year, then the **SUBRECIPIENT** is exempt from the 2 CFR 200, Subpart F, Audit Requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the U.S. Government Accountability Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 2 CFR 200.337. (Refer to Exhibit G for website)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT'S** fiscal year.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 2 CFR Part 200.339 and 2 CFR Part 200.340 (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through K .

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY** or **SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT.**

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII
Indemnity Clause

To the maximum extent allowed by law, SUBRECIPIENT agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $250,000 per occurrence, $500,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY-**funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg,** which includes 2 CFR Part 200.317 through 327 (Refer to Exhibit G for website). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY.** (Refer to Exhibit F for Procurement Policies).

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will

have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 2 CFR Part 200.112. (Refer to Exhibit G for website)

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **CITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XV
System for Awards Management Requirements

SUBRECIPIENT agrees to maintain an active registration at the federal website, System for Awards Management during the program year, in accordance with 24 CFR Part 200.113 (Refer to Exhibit J).

SECTION XVI
Legal Action and Venue

SUBRECIPIENT agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

SECTION XVII
Alternate Dispute Resolution/Neutral Party

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree

otherwise, each party shall bear its own costs, 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 the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. 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 matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XVIII
Personnel & Participant Conditions

A. Civil Rights

1. Compliance

The **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The **SUBRECIPIENT** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The **SUBRECIPIENT** will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The **SUBRECIPIENT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

The **SUBRECIPIENT** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the **SUBRECIPIENT** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. Equal Access Final Rule (24 CFR Part 5)

HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/. This rule will ensure that all individuals have equal access to many of the

Department's core shelter programs in accordance with their gender identity.

Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of "sexual orientation," which was adopted from the Office of Personal Management's (OPM) definition of the term in 2012 to conform to OPM's current definition.
- NOTE: the definition of "family" remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/#program-guidance-and-equal-access-rule.

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/ .

B. Affirmative Action

1. **Plan**
   The **SUBRECIPIENT** agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. **W/MBE**
   The **SUBRECIPIENT** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The **SUBRECIPIENT** may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **EEO/AA Statement**
   The **SUBRECIPIENT** will, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENT**, state that it is an Equal Opportunity or Affirmative Action employer.

SECTION XIX
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **SUBRECIPIENT**, and not otherwise.

Funding Contingent upon Final H.U.D. Approval. Community Development

Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:
City of Edinburg
Grants Administration Department
415 W. University Dr.
Edinburg, Texas 78541
Phone: (956) 388-8206
Fax: (956) 292-2140
Email:
coegrants@cityofedinburg.com

If to **SUBRECIPIENT**:
C.A.M.P. University
P.O Box 2294
McAllen, Texas 78502
Phone: (956) 800-5292
Email: Pam_Voss@campuniversity.org

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

Authority to Execute. The execution and performance of this Agreement by **CITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XX
Effective Date

The effective date of this agreement shall be the **1st day of October 2024,** such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of September 2025**.

Approved and signed this Approved and signed this ___ day of **2024**.

_____
Pam Voss, Executive Director

Subrecipient: C.A.M.P. University
Address: P.O. Box 2294
City/State/Zip: McAllen, Texas 78501
Federal I.D. Number: 26081195
UEI Number: U566DJXY6Q95

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared_____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____day of_____, 2024.

_____
Notary Public in and for the State of Texas

~~~~~~

ATTEST: **CITY OF EDINBURG**

BY: _____
Clarice Y. Balderas, City Secretary

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

BY: _____
Josephine R. Solis, City Attorney

~~~~~~

EXHIBIT A
Statement of Work

SUBRECIPIENT shall utilize the funding amount of **$12,000.00** to provide an opportunity for special needs adults who have graduated high school to continue developing life and social skills. The purpose of this program is to promote independence through social situations, self-care, continued academic study and practical life skills training. Funding request will pay for salary of Education Specialists, Lead Teachers, and Teachers.

SUBRECIPIENT shall assist at least (6) unduplicated beneficiaries**.**

SUBRECIPIENT shall follow procurement policies outlined in the agency policies and procedures or the City of Edinburg polices, whichever is more stringent.

SUBRECIPIENT may provide such services in coordination with other social service agencies, pharmacies and medical providers.

SUBRECIPIENT shall utilize the appropriate CDBG funds to leverage existing resources to augment present service capacity.

SUBRECIPIENT shall ensure that all assisted individuals shall meet acceptable HUD eligible criteria including but not limited to residency requirements and applicable income limits

EXHIBIT B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Percent of salary and fringe benefits for Education Specialist I & II, Lead Teacher and Teacher's Aide.	$12,000.00
Note: Only salary/hours worked that directly benefit City of Edinburg residents may be submitted for reimbursement for the staff noted above.	

EXHIBIT B-2

C.A.M.P. University
Payment Schedule & Estimated Project Timeline

Project Activity	Start Date	End Date	Reimb. Amount	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25
Begin incurring project costs at start date of the executed Subrecipient Agreements.	10/01/24	10/30/24	$ 1,000.00												
Submit Request for Reimbursement #1 and Monthly Report	11/01/24	11/30/24	$ 1,000.00												
Submit Request for Reimbursement #2 and Monthly Report	12/01/24	12/30/24	$ 1,000.00												
Submit Request for Reimbursement #3 and Monthly Report	01/01/25	01/30/25	$ 1,000.00												
Submit Request for Reimbursement #4 and Monthly Report	2/1/20245	2/29/2025	$ 1,000.00												
Submit Request for Reimbursement #5 and Monthly Report	03/01/25	03/30/25	$ 1,000.00												
Submit Request for Reimbursement #6 and Monthly Report	04/01/25	04/30/25	$ 1,000.00												
Submit Request for Reimbursement #7 and Monthly Report	05/01/25	05/30/25	$ 1,000.00												
Submit Request for Reimbursement #8 and Monthly Report	06/01/25	06/30/25	$ 1,000.00												
Submit Request for Reimbursement #9 and Monthly Report	07/01/25	07/30/25	$ 1,000.00												
Submit Request for Reimbursement #10 and Monthly Report	08/01/25	08/30/25	$ 1,000.00												
Submit FINAL Request for Reimbursement and Monthly Report to close out project.	09/01/25	09/30/25	$ 1,000.00												
	Budget Grand Total		***$ 12,000.00***												

This project timeline is an estimate based on the City's goal to complete CDBG funded projects within the fiscal year of award.

All funds for this project will reimburse Subrecipient for costs incurred as shown in Exhibit A Statement of Work.

EXHIBIT C
Project Payment Schedule &Time Table

1. **SUBRECIPIENT** hereby agrees to perform services as outlined in Exhibit A.

2. **SUBRECIPIENT** agrees that the scope of work described in Exhibit A will be completed no later than **twelve months** from the contract date.

3. **SUBRECIPIENT** agrees to notify the City in writing of any changes or delays from the agreed time as described in Exhibit A.

2024- 2025 **FOR THE MONTHS OF:**	**No. of Beneficiaries**	**TYPE OF EXPENDITURE**
October 2024	1	Expenses as noted in Exhibit B-1
November 2024	1	Expenses as noted in Exhibit B-1
December 2024	1	Expenses as noted in Exhibit B-1
January 2025	1	Expenses as noted in Exhibit B-1
February 2025	1	Expenses as noted in Exhibit B-1
March 2025	1	Expenses as noted in Exhibit B-1
April 2025		Expenses as noted in Exhibit B-1
May 2025		Expenses as noted in Exhibit B-1
June 2025		Expenses as noted in Exhibit B-1
July 2025		Expenses as noted in Exhibit B-1
August 2025		Expenses as noted in Exhibit B-1
September 2025		Expenses as noted in Exhibit B-1

EXHIBIT D
Records & Reports

1. **SUBRECIPIENT** must submit the **Monthly Activity Report** accompanying each request for payment form. Each activity report must include the following:

   - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
     - Benefits Low- and Moderate-Income Persons
     - Provides Decent Affordable Housing
     - Creates Economic Opportunities

   - **Number of Persons Assisted with New Access to Service/Benefit**

   - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**

   - **Number of Low-Mod Beneficiaries**

   - **Racial Data**

1. White	2. Black/African American
3. Asian	4. American Indian/Alaskan Native
5. Native Hawaiian/Other Pacific	6. Asian White
7. Black & White	8. Am. Indian/Alaskan Native & White
9. Black/African American & White	10. Other Multi Racial

   - **Number of Hispanics Served**
   - **Number of Persons Served Living with a Disability**
   - **Number of Female Head of Households**
   - **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

Performance Measurements

- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities.
  - **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

EXHIBIT D
Records & Reports
(Continued)

Other significant information:

- **SUBRECIPIENT** should report any additional activities such as such as special events, fundraisers, awards, etc.)

4. **SUBRECIPIENT** shall ensure compliance with Records Retention rules:

   - The **FY 2024-2025 CDBG Subrecipient Agreement** and all records pertaining to this agreement must be retained for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER). The final CAPER submission for this agreement will be submitted no later than December 30, 2025 and as such all records pertaining to this agreement must be kept until **December 30, 2030** except as provided below:

     - In the event that any pending litigation, claim, audit, negotiation, or other action involving these activities is on-going, the documentation will be retained until completion and resolution of the action. Records must be maintained until completion of said action, and/or any issues that may arise from it or at the end of the regular 5-year retention period, whichever is longer.
     - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

5. **SUBRECIPIENT** shall complete a **Program Application** for each assisted client that is listed on any reimbursement request. A completed original application form must be submitted with each reimbursement request.

6. **SUBRECIPIENT** must maintain proper financial records.

EXHIBIT E
Requests for Reimbursement

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule", no later than the **10th of each month**. The City reserves the right to terminate the contract and re-program funding to another eligible project, if the Subrecipient fails to submit a reimbursement request and required reports by the 10th of each month. The City may terminate the contract and reprogram funding to another eligible project, if the Subrecipient fails to submit a reimbursement request within the first quarter of the fiscal year.

2. **SUBRECIPIENT** **must** submit the following documents when submitting a reimbursement request:

    - Agency Cover Letter
    - CDBG Reimbursement Request Form
    - Monthly Activity Report
    - Program Application for assisted beneficiaries:
        - Documentation verifying that they reside inside the city limits of Edinburg.
        - Must be qualified through Presumed, Qualified or Income/Asset application.

3. **SUBRECIPIENT** must ensure that the items listed below are included in the reimbursement request packet, if the project includes any of the following:

    - ***Salary reimbursement*** for agency staff providing services to qualified residents:
        - Agency timesheet for each staff member providing services – *This should include all the hours worked for each day during the specified pay period.*
        - CDBG time summary report – *This should include a breakdown of Edinburg CDBG hours vs. other hours.*
        - Proof of payment for salaries such as cleared pay stubs, banks statements, etc.

    - ***Food assistance, Mileage/Transportation and other services, as applicable***:
        - List of beneficiaries assisted.
        - Provide copies of invoices for goods and services.
        - Submit Monthly Mileage Report.
        - Proof of payment - Provide copies of cancelled checks.

    - ***Procurement of goods and services:***
        - List of beneficiaries assisted.
        - Provide procurement documentation in compliance with most stringent procurement policies. (Verbal/Written quotes, RFB, RFP etc.)

- Provide copies of invoices for goods and services.
- Proof of payment - Provide copies of cancelled checks.

4. **CITY** will mail reimbursement checks the within thirty (30) working days if all supporting documentation and all requirements of the agreement are current.

5. **SUBRECIPIENT** agrees to maintain program and project files that include all project specific elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time during the life of the project and for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

EXHIBIT F
Procurement Policies
(If applicable)

1. For purchases ranging from $0.01-$2,000.00, the **SUBRECIPIENT** must use a purchase order. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must provide purchase orders, invoices, receipts and proof of payment/cancelled check(s).

2. For purchases ranging from $2,000.01-$29,999.99, the **SUBRECIPIENT** must obtain at least three written price quotations from vendors. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must the written price quotation on company letterhead, purchase orders, invoices, receipts and proof of payment/cancelled check(s).

3. For purchases over $30,000.00, **SUBRECIPIENT** must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance Bonding is required for projects over $25,000.00)

4. In the event that the **SUBRECIPIENT'S** procurement policies are more stringent than the **CITY'S** procurement policies, the **SUBRECIPIENT** must adhere to its own procurement procedures. The **SUBRECIPIENT** must notify the **CITY** when its own policies are more stringent.

EXHIBIT G
CFR, OMB, and Other Program Requirements
Website Addresses

24 CFR Part 570
https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

2 CFR Part 200
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CRF Part 200 Appendix II – Federal Contract Provisions
https://www.ecfr.gov/cgi-bin/text-idx?SID=fbb70fe83009e152ac327498f6ec18c4&node=ap2.1.200_1521.ii&rgn=div9

Other Program Requirements (See Subpart K)
https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/pdf/CFR-2017-title24-vol3-part570-subpartK.pdf

24 CFR Part 5
https://www.law.cornell.edu/cfr/text/24/part-5

Part 52-Intergovernmental Review of Department of Housing & Urban Development Programs and Activities
https://www.gpo.gov/fdsys/granule/CFR-2004-title24-vol1/CFR-2004-title24-vol1-part52

EXHIBIT H
Applicable Provision as stated in Section VIII
24 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

SUBPART D

POST AWARD REQUIREMENTS AND ADMINISTRATION
2 CFR Part 200.300-309

PROPERTY STANDARDS
2 CFR Part 200.310-316

PROCUREMENT STANDARDS

2 CFR Part 200.318-327

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING
2 CFR Part 200.328-330

SUBRECIPIENT MONITORING AND MANAGEMENT
2 CFR Part 200.331-333

RECORD RETENTION AND ACCESS
2 CFR Part 200.334-338

REMEDIES FOR NONCOMPLIANCE
2 CFR Part 200.339-343

CLOSEOUT
2 CFR Part 200.344

SUBPART E COST PRINCIPLES

SUBPART F AUDITS

EXHIBIT I
Faith-based Activities
24 CFR 570.200(j)

- (j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- (5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.
- (6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

EXHIBIT J
System for Awards Management
Registration Requirements

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a Unique Entity Identification (UEI) number to follow the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds.

As required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at https://uscontractorregistration.com/ or by calling 1-877-252-2700.

EXHIBIT K
Required forms

The Reimbursement Request, Program Application and Monthly Report must be submitted on or before the 10th of every month, starting the month after this agreement is executed.

- Reimbursement Request form
- Monthly Report
- CDBG Program Application (Presumed)

City of Edinburg Grants Administration Department

Reimbursement Request Form for Grant # B-24-MC-48-0503

Fiscal Year October 1, 202X thru September 30, 202X

Public Service Agency:	
Address:	
City/State/Zip Code:	
Contact Person:	
Contact Number:	

Reimbursement Request for the month(s) of:	**October 1, 202X**

Budget Categories	CDBG Budget	Current Request	YTD "PRIOR " Reimbursements	Available Balance
		-		
		-		
TOTALS	$ -	$ -	$ -	$ -

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

xxxxxxxxxxxxxx, Executive Director | Date | 0001 Request No.

BENEFICIARY COUNT													
ETHNIC CATEGORIES	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**YTD**
Hispanic													0
Non-Hispanic													0
Total Hispanic/Non-Hispanic	0	0	0	0	0	0	0	0	0	0	0	0	0
RACE													
American-Indian/Alaskan Native													0
Asian													0
Black/African American													0
Native Hawaiian/Pac. Islander													0
White													0
Other													0
Total Racial Categories	0	0	0	0	0	0	0	0	0	0	0	0	0

INCOME LIMITS FY 201X	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**YTD**
Extremely Low (30%) Limits													0
Very Low (50%) Limits													0
Low (80%) Limits													0
Total Beneficiaries	0	0	0	0	0	0	0	0	0	0	0	0	0

Year-To-Date "PRIOR MONTHS"	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**
Reimbursements	$ -					
(Oct. 202X-Sept. 202X)	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**YTD Total**
	$ -	$ -	$ -	$ -	$ -	$ -

Initials

CDBG MONTHLY REPORT
ENTER NAME OF AGENCY HERE
Month Ending: October 31, 20XX

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
- **Number of Persons Assisted with New Access to Service/Benefit:**
- **Number of Persons Assisted with Improved Access to Service/Benefit:**
- **Number of Low-Mod Beneficiaries:**
- **Racial Data***:*
- **Number of Persons Served Living with a Disability:**
- **Number of Female Head of Households:**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:**

PERFORMANCE MEASURMENTS

Type of Outcome:

- **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities**.**

- **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

- **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)

Reviewed and approved by:

_____ _____
XXXXXX, Executive Director Date

CDBG PROGRAM APPLICATION
ENTITLEMENT COMMUNITY OF EDINBURG
Income Eligibility Certification Form

Presumed Status Application

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

This activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI Persons. (It means that the whole agency MUST meet this category of the listed presumption).

Presumed Activity	Mark one (x)	Must Obtain Source Documentation	Who gets copy?
Victims of Domestic Violence	☐	Copy of Law Enforcement Report & Referral form	Agency only
Abused Children	☐	Copy of Law Enforcement Report & Referral form	Agency only
Elderly (aged 62 or older)	☐	Government ID indicating birthday	Agency & City
Severely Disabled Adults	☐	Copy of Social Security disability award or Doctor's Certification	Agency & City
Illiterate Adult (unable to read & write)	☐	Agency employee must witness acknowledgement	Agency & City
AIDS (auto-Immune Deficiency Syndrome)	☐	Copy of Laboratory report or referral letter from Valley AIDS	Agency only
Migrant Farmworker	☐	Copy of Checkstub from out of area employer	Agency & City
Homeless Persons	☐	Service worker should verify with Emergency Shelter, Institution, Domestic Violence, Court Order Eviction and obtain the required documentation on where he/she has been sleeping.	Agency & City

A. Applicant Information

Applicant Initials/ID#: _____

Address: _____

City: _____ TEXAS Zip Code _____

Telephone # _____ Other Contact # _____

B. Does applicant live in the city limits? ☐ Yes ☐ No

C. Characteristics

1 Date of Birth _____ **AGE** _____

2 Hispanic ☐ Yes ☐ No

3 Race (mark X)

- ☐ White
- ☐ Asian
- ☐ Native Hawaiian/Other Pacific Islander
- ☐ Asian & White
- ☐ American Indian/Alaskan Native & Black
- ☐ Black / African American
- ☐ American Indian / Alaskan Native
- ☐ American Indian / Alaskan Native & White
- ☐ Black / African American & White
- ☐ Other Multi-Racial

SAM.GOV®

C.A.M.P. UNIVERSITY

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
U566DJXY6Q95	**7JZS5**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Sep 26, 2025**	
Physical Address	Mailing Address	
4200 N Main ST **Mcallen, Texas 78504-4624** **United States**	**P.O. Box 2294** **Mcallen, Texas 78502** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**C.a.m.p. University**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 15	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Sep 30, 2024	**Sep 26, 2024**	**Feb 4, 2016**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 28, 2008	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(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	Entity Type	Organization Factors
Corporate Entity (Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
Non-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	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**7JZS5**

Points of Contact

Electronic Business

Pamela C Voss, Director

P.O. Box 2294
Mcallen , Texas 78502
United States

Government Business

Pamela C Voss, Director

P.O. Box 2294
Mcallen , Texas 78502
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CITY OF EDINBURG
GRANTS ADMINISTRATION DEPARTMENT
SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the **15th day of October 2024** by and between the **City of Edinburg**, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and **CASA of Hidalgo County, Inc.** hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules & Regulations

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of **Community Development Block Grant (CDBG) # B-24-MC-48-0503**, activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to 24 CFR Part 570)

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Five Thousand Dollars $5,000.00** and as delineated in Exhibit B-1: “Grant Budget” and B-2: “Payment Schedule”. **SUBRECIPIENT** certifies the activities carried out under this agreement meet a CDBG Program National Objective defined in 24 CFR Part 570.208.

SUBRECIPIENT agrees to notify **CITY** in writing of any changes in its Statement of Work, CDBG Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

CITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow Exhibit C: Project Time Table, of this Agreement, and shall notify CITY, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Schedule.

SECTION III
Records & Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal CITY or authority that may exercise jurisdiction over CDBG funds.

SUBRECIPIENT shall maintain program and project files to include all project specific elements required in the regulations for “Records to be maintained”, as cited in 24 CFR 570.506, and as explicitly requested by the **CITY**.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **CITY** shall conduct on-site and/or virtual monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 2 CFR Part 200.328.

The **CITY** shall provide written notification to the **SUBRECIPIENT**, at least two weeks prior to the monitoring review, advising the date and time of the scheduled review. This written notice will also include a description of programmatic and administrative processes, as well as specific project documents that should be available during the

monitoring. A request to change the date and time of the monitoring review once it has been agreed upon by both the **CITY** and the **SUBRECIPIENT**, must be submitted in writing within 3 days of receiving the monitoring notification. The request should include a reason for the request and a new proposed date and time for the monitoring.

The **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings within thirty (30) days of the monitoring visit. If the monitoring report notes deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement or may result in withholding of future funding.

In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all financial records, accounts, reports, program and administrative files, and other documents, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement. SUBRECIPIENT agrees to maintain program and project files to include all elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time for the life of the project and at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

SECTION V
Requests for Reimbursement & Program Income

SUBRECIPIENT agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E: Requests for Reimbursements** of this Agreement.

SUBRECIPIENT shall attend a mandatory orientation after the award of funds and prior to first draw. This orientation will provide an overview of the program, as well as updates on processes and regulatory compliance.

SUBRECIPIENT shall submit final reimbursement request to **CITY** within the twelve-month period of this agreement ending **September 30, 2025**. Reimbursement requests submitted after this date may not be processed and any unexpended funds will be recaptured.

SUBRECIPIENT shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit K. With the reimbursement the **SUBRECIPIENT** will include a Program Application and Monthly Report as referenced in Exhibit K. The Reimbursement Request, Program Application and Monthly Report must be submitted on or before the 10th of every month, starting the month after this agreement is executed. The City reserves the right to terminate the contract and re-program funding to another eligible project, if the Subrecipient fails to submit a reimbursement request and required reports by the 10th of each month. The City may terminate the contract and reprogram funding to another eligible project, if the Subrecipient fails to submit a reimbursement

request within the first quarter of the fiscal year.

SUBRECIPIENT and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth (15th) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

SUBRECIPIENT and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Also, any building or structure funded under this Agreement shall not be used for sectarian or religious activities. (Refer to Exhibit I).

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §570.600 - 611).

SUBRECIPIENT agrees to comply with Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP), which directs all federal agencies, including HUD, to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Pursuant to EO 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the Department of Justice LEP Guidance apply to the programs and activities of federal agencies, including HUD.

SUBRECIPIENT agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as well as the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The **SUBRECIPIENT** must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identification (UEI) number. The **SUBRECIPENT** must also comply with provisions of

the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

SUBRECIPIENT agrees to comply with 2 CFR Part 200.303. The SUBRECIPIENT shall take reasonable measures to safeguard protected Personally Identifiable Information (PII) as defined in 2 CFR Part 200.82, and/or Sensitive Personally Identifiable Information (SPII), such as names, social security numbers (SSNs), driver's license numbers (DLNs), Employer Identification Numbers (EINs), any information derived from SSNs, DLNs, and EINs, date and place of birth, mother's maiden name, medical information, financial account numbers (credit or debit card numbers), and income information under this subpart and all other provisions of Federal, State, and local law. The **SUBRECIPIENT** agrees to only maintain such information about beneficiaries that is relevant and necessary to accomplish its purpose and that the information be maintained in systems of records –electronic and paper—that have the appropriate administrative, technical, and physical safeguards to protect the information, however current. **SUBRECIPIENT** agrees to establish written policies and procedures to limit the collection of PII and SPII, manage access to SPII, protect hard copy and electronic files containing SPII, protect electronic transmissions of SPII via fax, email, etc., protecting hard copy transmission of files containing SPII, follow records management, retention, and disposition laws, regulations, and policies, and ensure that all personnel are familiar with reporting procedures when SPII related to HUD programs and projects has been compromised. All suspect compromises should be promptly reported to HUD's National Help Desk at 1-888-297-8689.

SUBRECIEPIENT agrees to comply with Federal Contract Provisions as per 24 CFR Part 200, Appendix II (see Exhibit G).

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of 2 CFR 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as now in effect and as may be amended congruent with current regulatory requirements (See Exhibit H). The Uniform Requirements for HUD Federal Award Recipients supersedes, consolidates and streamlines requirements from the following eight OMB circulars: OMB Circular A-21, A-87, A-89, A-102 A-110, A-122, A-133, and guidance on OMB Circular A-50, Audit Follow-up on Single Audit Act follow-up.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Subpart F, Audit Requirements, as now in effect and as may be amended congruent with regulatory requirements.

If **SUBRECIPIENT** expends One Million Dollars ($1,000,000.00) or more in federal awards during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with a single audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY**

an Independent Auditor's Report (Financial Management Letter) with the audit report. If the **SUBRECIPIENT** expends less than $1,000,000.00 in federal awards in a fiscal year, then the **SUBRECIPIENT** is exempt from the 2 CFR 200, Subpart F, Audit Requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the U.S. Government Accountability Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 2 CFR 200.337. (Refer to Exhibit G for website)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT'S** fiscal year.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 2 CFR Part 200.339 and 2 CFR Part 200.340 (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through K .

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY** or **SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT.**

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII
Indemnity Clause

To the maximum extent allowed by law, SUBRECIPIENT agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $250,000 per occurrence, $500,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY-**funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg,** which includes 2 CFR Part 200.317 through 327 (Refer to Exhibit G for website). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY.** (Refer to Exhibit F for Procurement Policies).

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will

have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 2 CFR Part 200.112. (Refer to Exhibit G for website)

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **CITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XV
System for Awards Management Requirements

SUBRECIPIENT agrees to maintain an active registration at the federal website, System for Awards Management during the program year, in accordance with 24 CFR Part 200.113 (Refer to Exhibit J).

SECTION XVI
Legal Action and Venue

SUBRECIPIENT agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

SECTION XVII
Alternate Dispute Resolution/Neutral Party

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree

otherwise, each party shall bear its own costs, 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 the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. 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 matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XVIII
Personnel & Participant Conditions

A. Civil Rights

1. Compliance

The **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The **SUBRECIPIENT** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The **SUBRECIPIENT** will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The **SUBRECIPIENT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

The **SUBRECIPIENT** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the **SUBRECIPIENT** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. Equal Access Final Rule (24 CFR Part 5)

HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/. This rule will ensure that all individuals have equal access to many of the

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Department's core shelter programs in accordance with their gender identity.

Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of "sexual orientation," which was adopted from the Office of Personal Management's (OPM) definition of the term in 2012 to conform to OPM's current definition.
- NOTE: the definition of "family" remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/#program-guidance-and-equal-access-rule.

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/ .

B. Affirmative Action

1. **Plan**
   The **SUBRECIPIENT** agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. **W/MBE**
   The **SUBRECIPIENT** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The **SUBRECIPIENT** may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **EEO/AA Statement**
   The **SUBRECIPIENT** will, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENT**, state that it is an Equal Opportunity or Affirmative Action employer.

SECTION XIX
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **SUBRECIPIENT**, and not otherwise.

Funding Contingent upon Final H.U.D. Approval. Community Development

Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:
City of Edinburg
Grants Administration Department
415 W. University Dr.
Edinburg, Texas 78541
Phone: (956) 388-8206
Fax: (956) 292-2140
Email:
coegrants@cityofedinburg.com

If to **SUBRECIPIENT**:
CASA of Hidalgo County, Inc.
1001 South 10th Avenue
Edinburg, Texas 78539
Phone: (956) 381-0346
Fax: (956) 381-9232
Email: vwhitacre@casaofhidalgo.com

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

Authority to Execute. The execution and performance of this Agreement by **CITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XX
Effective Date

The effective date of this agreement shall be the **1st day of October 2024,** such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of September 2025**.

Approved and signed this Approved and signed this ___ day of **2024**.

_____
Veronica Whitacre, Executive Director

Subrecipient: CASA of Hidalgo County, Inc.
Address: 1001 South 10th Avenue
City/State/Zip: Edinburg, Texas 78539
Federal I.D. Number: 74-2722553
UEI Number: UHEHPMYJRT23

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared_____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____day of_____, 2024.

_____
Notary Public in and for the State of Texas

~~~~~~

ATTEST: **CITY OF EDINBURG**

BY: _____
Clarice Y. Balderas, City Secretary

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

BY: _____
Josephine R. Solis, City Attorney

~~~~~~

EXHIBIT A
Statement of Work

SUBRECIPIENT shall utilize the funding amount of **$5,000.00** to provide abused and neglected children with support and assistance needed to secure placements that are safe, permanent and nurturing. Funding request will pay for salaries/ fringe benefits for Child Advocacy Specialists, Training & Recruitment Specialists, Program Director and transportation.

SUBRECIPIENT shall assist at least (10) unduplicated beneficiaries**.**

SUBRECIPIENT shall follow procurement policies outlined in the agency policies and procedures or the City of Edinburg polices, whichever is more stringent.

SUBRECIPIENT may provide such services in coordination with other social service agencies, pharmacies and medical providers.

SUBRECIPIENT shall utilize the appropriate CDBG funds to leverage existing resources to augment present service capacity.

SUBRECIPIENT shall ensure that all assisted individuals shall meet acceptable HUD eligible criteria including but not limited to residency requirements and applicable income limits

EXHIBIT B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Funding request will pay for salaries/ fringe benefits for Child Advocacy Specialists, Training & Recruitment Specialists, Program Director and transportation.	$5,000.00
Total Grant Budget:	$5,000.00

EXHIBIT B-2

CASA of Hidalgo County, Inc.
Payment Schedule & Estimated Project Timeline

Project Activity	Start Date	End Date	Reimb. Amount	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25
Begin incurring project costs at start date of the executed Subrecipient Agreements.	10/01/24	10/30/24	$ 400.00												
Submit Request for Reimbursement #1 and Monthly Report	11/01/24	11/30/24	$ 400.00												
Submit Request for Reimbursement #2 and Monthly Report	12/01/24	12/30/24	$ 400.00												
Submit Request for Reimbursement #3 and Monthly Report	01/01/25	01/30/25	$ 400.00												
Submit Request for Reimbursement #4 and Monthly Report	02/01/25	2/29/2025	$ 400.00												
Submit Request for Reimbursement #5 and Monthly Report	03/01/25	03/30/25	$ 400.00												
Submit Request for Reimbursement #6 and Monthly Report	04/01/25	04/30/25	$ 400.00												
Submit Request for Reimbursement #7 and Monthly Report	05/01/25	05/30/25	$ 400.00												
Submit Request for Reimbursement #8 and Monthly Report	06/01/25	06/30/25	$ 400.00												
Submit Request for Reimbursement #9 and Monthly Report	07/01/25	07/30/25	$ 400.00												
Submit Request for Reimbursement #10 and Monthly Report	08/01/25	08/30/25	$ 400.00												
Submit FINAL Request for Reimbursement and Monthly Report to close out project.	09/01/25	09/30/25	$ 600.00												
	Budget Grand Total		***$ 5,000.00***												

This project timeline is an estimate based on the City's goal to complete CDBG funded projects within the fiscal year of award.

All funds for this project will reimburse Subrecipient for costs incurred as shown in Exhibit A Statement of Work.

EXHIBIT C
Project Payment Schedule &Time Table

1. **SUBRECIPIENT** hereby agrees to perform services as outlined in Exhibit A.

2. **SUBRECIPIENT** agrees that the scope of work described in Exhibit A will be completed no later than **twelve months** from the contract date.

3. **SUBRECIPIENT** agrees to notify the City in writing of any changes or delays from the agreed time as described in Exhibit A.

2024- 2025 **FOR THE MONTHS OF:**	**No. of Beneficiaries**	**TYPE OF EXPENDITURE**
October 2024	1	Expenses as noted in Exhibit B-1
November 2024	1	Expenses as noted in Exhibit B-1
December 2024	1	Expenses as noted in Exhibit B-1
January 2024	1	Expenses as noted in Exhibit B-1
February 2024	1	Expenses as noted in Exhibit B-1
March 2024	1	Expenses as noted in Exhibit B-1
April 2024	1	Expenses as noted in Exhibit B-1
May 2024	1	Expenses as noted in Exhibit B-1
June 2024	1	Expenses as noted in Exhibit B-1
July 2024	1	Expenses as noted in Exhibit B-1
August 2024		Expenses as noted in Exhibit B-1
September 2024		Expenses as noted in Exhibit B-1

EXHIBIT D
Records & Reports

1. **SUBRECIPIENT** must submit the **Monthly Activity Report** accompanying each request for payment form. Each activity report must include the following:

   - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
     - Benefits Low- and Moderate-Income Persons
     - Provides Decent Affordable Housing
     - Creates Economic Opportunities

   - **Number of Persons Assisted with New Access to Service/Benefit**

   - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**

   - **Number of Low-Mod Beneficiaries**

   - **Racial Data**

     1. White
     2. Black/African American
     3. Asian
     4. American Indian/Alaskan Native
     5. Native Hawaiian/Other Pacific
     6. Asian White
     7. Black & White
     8. Am. Indian/Alaskan Native & White
     9. Black/African American & White
     10. Other Multi Racial

   - **Number of Hispanics Served**
   - **Number of Persons Served Living with a Disability**
   - **Number of Female Head of Households**
   - **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

Performance Measurements

- **Type of Outcome:**

  - **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities.
  - **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

EXHIBIT D
Records & Reports
(Continued)

Other significant information:

- **SUBRECIPIENT** should report any additional activities such as such as special events, fundraisers, awards, etc.)

4. **SUBRECIPIENT** shall ensure compliance with Records Retention rules:

   - The **FY 2024-2025 CDBG Subrecipient Agreement** and all records pertaining to this agreement must be retained for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER). The final CAPER submission for this agreement will be submitted no later than December 30, 2025 and as such all records pertaining to this agreement must be kept until **December 30, 2030** except as provided below:

     - In the event that any pending litigation, claim, audit, negotiation, or other action involving these activities is on-going, the documentation will be retained until completion and resolution of the action. Records must be maintained until completion of said action, and/or any issues that may arise from it or at the end of the regular 5-year retention period, whichever is longer.
     - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

5. **SUBRECIPIENT** shall complete a **Program Application** for each assisted client that is listed on any reimbursement request. A completed original application form must be submitted with each reimbursement request.

6. **SUBRECIPIENT** must maintain proper financial records.

EXHIBIT E
Requests for Reimbursement

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule", no later than the **10th of each month**. The City reserves the right to terminate the contract and re-program funding to another eligible project, if the Subrecipient fails to submit a reimbursement request and required reports by the 10th of each month. The City may terminate the contract and reprogram funding to another eligible project, if the Subrecipient fails to submit a reimbursement request within the first quarter of the fiscal year.

2. **SUBRECIPIENT** **must** submit the following documents when submitting a reimbursement request:

    - Agency Cover Letter
    - CDBG Reimbursement Request Form
    - Monthly Activity Report
    - Program Application for assisted beneficiaries:
        - Documentation verifying that they reside inside the city limits of Edinburg.
        - Must be qualified through Presumed, Qualified or Income/Asset application.

3. **SUBRECIPIENT** must ensure that the items listed below are included in the reimbursement request packet, if the project includes any of the following:

    - ***Salary reimbursement*** for agency staff providing services to qualified residents:
        - Agency timesheet for each staff member providing services – *This should include all the hours worked for each day during the specified pay period.*
        - CDBG time summary report – *This should include a breakdown of Edinburg CDBG hours vs. other hours.*
        - Proof of payment for salaries such as cleared pay stubs, banks statements, etc.

    - ***Food assistance, Mileage/Transportation and other services, as applicable***:
        - List of beneficiaries assisted.
        - Provide copies of invoices for goods and services.
        - Submit Monthly Mileage Report.
        - Proof of payment - Provide copies of cancelled checks.

    - ***Procurement of goods and services:***
        - List of beneficiaries assisted.
        - Provide procurement documentation in compliance with most stringent procurement policies. (Verbal/Written quotes, RFB, RFP etc.)

- Provide copies of invoices for goods and services.
- Proof of payment - Provide copies of cancelled checks.

4. **CITY** will mail reimbursement checks the within thirty (30) working days if all supporting documentation and all requirements of the agreement are current.

5. **SUBRECIPIENT** agrees to maintain program and project files that include all project specific elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time during the life of the project and for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

EXHIBIT F
Procurement Policies
(If applicable)

1. For purchases ranging from $0.01-$2,000.00, the **SUBRECIPIENT** must use a purchase order. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must provide purchase orders, invoices, receipts and proof of payment/cancelled check(s).

2. For purchases ranging from $2,000.01-$29,999.99, the **SUBRECIPIENT** must obtain at least three written price quotations from vendors. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must the written price quotation on company letterhead, purchase orders, invoices, receipts and proof of payment/cancelled check(s).

3. For purchases over $30,000.00, **SUBRECIPIENT** must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance Bonding is required for projects over $25,000.00)

4. In the event that the **SUBRECIPIENT'S** procurement policies are more stringent than the **CITY'S** procurement policies, the **SUBRECIPIENT** must adhere to its own procurement procedures. The **SUBRECIPIENT** must notify the **CITY** when its own policies are more stringent.

EXHIBIT G
CFR, OMB, and Other Program Requirements
Website Addresses

24 CFR Part 570
https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

2 CFR Part 200
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CRF Part 200 Appendix II – Federal Contract Provisions
https://www.ecfr.gov/cgi-bin/text-idx?SID=fbb70fe83009e152ac327498f6ec18c4&node=ap2.1.200_1521.ii&rgn=div9

Other Program Requirements (See Subpart K)
https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/pdf/CFR-2017-title24-vol3-part570-subpartK.pdf

24 CFR Part 5
https://www.law.cornell.edu/cfr/text/24/part-5

Part 52-Intergovernmental Review of Department of Housing & Urban Development Programs and Activities
https://www.gpo.gov/fdsys/granule/CFR-2004-title24-vol1/CFR-2004-title24-vol1-part52

EXHIBIT H
Applicable Provision as stated in Section VIII
24 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

SUBPART D

POST AWARD REQUIREMENTS AND ADMINISTRATION
2 CFR Part 200.300-309

PROPERTY STANDARDS
2 CFR Part 200.310-316

PROCUREMENT STANDARDS

2 CFR Part 200.318-327

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING
2 CFR Part 200.328-330

SUBRECIPIENT MONITORING AND MANAGEMENT
2 CFR Part 200.331-333

RECORD RETENTION AND ACCESS
2 CFR Part 200.334-338

REMEDIES FOR NONCOMPLIANCE
2 CFR Part 200.339-343

CLOSEOUT
2 CFR Part 200.344

SUBPART E COST PRINCIPLES

SUBPART F AUDITS

EXHIBIT I
Faith-based Activities
24 CFR 570.200(j)

- (j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- (5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.
- (6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

EXHIBIT J
System for Awards Management
Registration Requirements

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a Unique Entity Identification (UEI) number to follow the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds.

As required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at https://uscontractorregistration.com/ or by calling 1-877-252-2700.

EXHIBIT K
Required forms

The Reimbursement Request, Program Application and Monthly Report must be submitted on or before the 10th of every month, starting the month after this agreement is executed.

- Reimbursement Request form
- Monthly Report
- CDBG Program Application (Presumed)

City of Edinburg Grants Administration Department

Reimbursement Request Form for Grant # B-24-MC-48-0503

Fiscal Year October 1, 202X thru September 30, 202X

Public Service Agency:	
Address:	
City/State/Zip Code:	
Contact Person:	
Contact Number:	

Reimbursement Request for the month(s) of:	**October 1, 202X**

Budget Categories	CDBG Budget	Current Request	YTD "PRIOR " Reimbursements	Available Balance
		-		
		-		
TOTALS	$ -	$ -	$ -	$ -

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

xxxxxxxxxxxxxx, Executive Director | Date | 0001 Request No.

BENEFICIARY COUNT													
ETHNIC CATEGORIES	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**YTD**
Hispanic													0
Non-Hispanic													0
Total Hispanic/Non-Hispanic	0	0	0	0	0	0	0	0	0	0	0	0	0
RACE													
American-Indian/Alaskan Native													0
Asian													0
Black/African American													0
Native Hawaiian/Pac. Islander													0
White													0
Other													0
Total Racial Categories	0	0	0	0	0	0	0	0	0	0	0	0	0

INCOME LIMITS FY 201X	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**YTD**
Extremely Low (30%) Limits													0
Very Low (50%) Limits													0
Low (80%) Limits													0
Total Beneficiaries	0	0	0	0	0	0	0	0	0	0	0	0	0

Year-To-Date "PRIOR MONTHS"	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**
Reimbursements	$ -					
(Oct. 202X-Sept. 202X)	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**YTD Total**
	$ -	$ -	$ -	$ -	$ -	$ -

Initials

CDBG MONTHLY REPORT
ENTER NAME OF AGENCY HERE
Month Ending: October 31, 20XX

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
- **Number of Persons Assisted with New Access to Service/Benefit:**
- **Number of Persons Assisted with Improved Access to Service/Benefit:**
- **Number of Low-Mod Beneficiaries:**
- **Racial Data***:*
- **Number of Persons Served Living with a Disability:**
- **Number of Female Head of Households:**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:**

PERFORMANCE MEASURMENTS

Type of Outcome:

- **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities**.**

- **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

- **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)

Reviewed and approved by:

_____ _____
XXXXXX, Executive Director Date

CDBG PROGRAM APPLICATION
ENTITLEMENT COMMUNITY OF EDINBURG
Income Eligibility Certification Form

Presumed Status Application

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

This activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI Persons. (It means that the whole agency MUST meet this category of the listed presumption).

Presumed Activity	Mark one (x)	Must Obtain Source Documentation	Who gets copy?
Victims of Domestic Violence	☐	Copy of Law Enforcement Report & Referral form	Agency only
Abused Children	☐	Copy of Law Enforcement Report & Referral form	Agency only
Elderly (aged 62 or older)	☐	Government ID indicating birthday	Agency & City
Severely Disabled Adults	☐	Copy of Social Security disability award or Doctor's Certification	Agency & City
Illiterate Adult (unable to read & write)	☐	Agency employee must witness acknowledgement	Agency & City
AIDS (auto-Immune Deficiency Syndrome)	☐	Copy of Laboratory report or referral letter from Valley AIDS	Agency only
Migrant Farmworker	☐	Copy of Checkstub from out of area employer	Agency & City
Homeless Persons	☐	Service worker should verify with Emergency Shelter, Institution, Domestic Violence, Court Order Eviction and obtain the required documentation on where he/she has been sleeping.	Agency & City

A. Applicant Information

Applicant Initials/ID#: _____

Address: _____

City: _____ TEXAS Zip Code _____

Telephone # _____ Other Contact # _____

B. Does applicant live in the city limits? ☐ Yes ☐ No

C. Characteristics

1 Date of Birth _____ **AGE** _____

2 Hispanic ☐ Yes ☐ No

3 Race (mark X)

☐ White
☐ Asian
☐ Native Hawaiian/Other Pacific Islander
☐ Asian & White
☐ American Indian/Alaskan Native & Black
☐ Black / African American
☐ American Indian / Alaskan Native
☐ American Indian / Alaskan Native & White
☐ Black / African American & White
☐ Other Multi-Racial

SAM.GOV®

COURT APPOINTED SPECIAL ADVOCATES OF HIDALGO COUNTY, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
UHEHPMYJRT23	**5WBM9**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Sep 17, 2025**	
Physical Address	Mailing Address	
1001 S 10TH AVE **Edinburg, Texas 78539-5513** **United States**	**1001 S 10TH AVE** **Edinburg, Texas 78539-5513** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 15	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Sep 19, 2024	**Sep 17, 2024**	**Mar 23, 2010**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Aug 17, 1994	**Aug 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(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	Entity Type	Organization Factors
Corporate Entity (Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure
Non-Profit Organization

Socio-Economic Types

Minority-Owned Business
Hispanic American Owned

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.

Other Entity Qualifiers

Community Development Corporation

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**5WBM9**

Points of Contact

Electronic Business

Stephanie Vandever

1001 South 10TH AVE.
Edinburg, Texas 78539
United States

Government Business

Veronica Whitacre

1001 South 10TH AVE.
Edinburg, Texas 78539
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**624110**	**Child And Youth Services**
	624410	**Child Care Services**

Disaster Response

This entity does not appear in the disaster response registry.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CITY OF EDINBURG
GRANTS ADMINISTRATION DEPARTMENT
SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the **15th day of October 2024** by and between the **City of Edinburg**, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and **Children's Advocacy Center of Hidalgo and Starr Counties** hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules & Regulations

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of **Community Development Block Grant (CDBG) # B-24-MC-48-0503**, activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to 24 CFR Part 570)

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Twenty Thousand Dollars $20,000.00** and as delineated in Exhibit B-1: “Grant Budget” and B-2: “Payment Schedule”. **SUBRECIPIENT** certifies the activities carried out under this agreement meet a CDBG Program National Objective defined in 24 CFR Part 570.208.

SUBRECIPIENT agrees to notify **CITY** in writing of any changes in its Statement of Work, CDBG Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

CITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow Exhibit C: Project Time Table, of this Agreement, and shall notify CITY, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Schedule.

SECTION III
Records & Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal CITY or authority that may exercise jurisdiction over CDBG funds.

SUBRECIPIENT shall maintain program and project files to include all project specific elements required in the regulations for “Records to be maintained”, as cited in 24 CFR 570.506, and as explicitly requested by the **CITY**.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **CITY** shall conduct on-site and/or virtual monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 2 CFR Part 200.328.

The **CITY** shall provide written notification to the **SUBRECIPIENT**, at least two weeks prior to the monitoring review, advising the date and time of the scheduled review. This written notice will also include a description of programmatic and administrative processes, as well as specific project documents that should be available during the

monitoring. A request to change the date and time of the monitoring review once it has been agreed upon by both the **CITY** and the **SUBRECIPIENT**, must be submitted in writing within 3 days of receiving the monitoring notification. The request should include a reason for the request and a new proposed date and time for the monitoring.

The **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings within thirty (30) days of the monitoring visit. If the monitoring report notes deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement or may result in withholding of future funding.

In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all financial records, accounts, reports, program and administrative files, and other documents, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement. SUBRECIPIENT agrees to maintain program and project files to include all elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time for the life of the project and at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

SECTION V
Requests for Reimbursement & Program Income

SUBRECIPIENT agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E: Requests for Reimbursements** of this Agreement.

SUBRECIPIENT shall attend a mandatory orientation after the award of funds and prior to first draw. This orientation will provide an overview of the program, as well as updates on processes and regulatory compliance.

SUBRECIPIENT shall submit final reimbursement request to **CITY** within the twelve-month period of this agreement ending **September 30, 2025**. Reimbursement requests submitted after this date may not be processed and any unexpended funds will be recaptured.

SUBRECIPIENT shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit K. With the reimbursement the **SUBRECIPIENT** will include a Program Application and Monthly Report as referenced in Exhibit K. The Reimbursement Request, Program Application and Monthly Report must be submitted on or before the 10th of every month, starting the month after this agreement is executed. The City reserves the right to terminate the contract and re-program funding to another eligible project, if the Subrecipient fails to submit a reimbursement request and required reports by the 10th of each month. The City may terminate the contract and reprogram funding to another eligible project, if the Subrecipient fails to submit a reimbursement

request within the first quarter of the fiscal year.

SUBRECIPIENT and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth (15th) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

SUBRECIPIENT and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Also, any building or structure funded under this Agreement shall not be used for sectarian or religious activities. (Refer to Exhibit I).

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §570.600 - 611).

SUBRECIPIENT agrees to comply with Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP), which directs all federal agencies, including HUD, to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Pursuant to EO 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the Department of Justice LEP Guidance apply to the programs and activities of federal agencies, including HUD.

SUBRECIPIENT agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as well as the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The **SUBRECIPIENT** must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identification (UEI) number. The **SUBRECIPENT** must also comply with provisions of

the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

SUBRECIPIENT agrees to comply with 2 CFR Part 200.303. The SUBRECIPIENT shall take reasonable measures to safeguard protected Personally Identifiable Information (PII) as defined in 2 CFR Part 200.82, and/or Sensitive Personally Identifiable Information (SPII), such as names, social security numbers (SSNs), driver's license numbers (DLNs), Employer Identification Numbers (EINs), any information derived from SSNs, DLNs, and EINs, date and place of birth, mother's maiden name, medical information, financial account numbers (credit or debit card numbers), and income information under this subpart and all other provisions of Federal, State, and local law. The **SUBRECIPIENT** agrees to only maintain such information about beneficiaries that is relevant and necessary to accomplish its purpose and that the information be maintained in systems of records –electronic and paper—that have the appropriate administrative, technical, and physical safeguards to protect the information, however current. **SUBRECIPIENT** agrees to establish written policies and procedures to limit the collection of PII and SPII, manage access to SPII, protect hard copy and electronic files containing SPII, protect electronic transmissions of SPII via fax, email, etc., protecting hard copy transmission of files containing SPII, follow records management, retention, and disposition laws, regulations, and policies, and ensure that all personnel are familiar with reporting procedures when SPII related to HUD programs and projects has been compromised. All suspect compromises should be promptly reported to HUD's National Help Desk at 1-888-297-8689.

SUBRECIEPIENT agrees to comply with Federal Contract Provisions as per 24 CFR Part 200, Appendix II (see Exhibit G).

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of 2 CFR 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as now in effect and as may be amended congruent with current regulatory requirements (See Exhibit H). The Uniform Requirements for HUD Federal Award Recipients supersedes, consolidates and streamlines requirements from the following eight OMB circulars: OMB Circular A-21, A-87, A-89, A-102 A-110, A-122, A-133, and guidance on OMB Circular A-50, Audit Follow-up on Single Audit Act follow-up.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Subpart F, Audit Requirements, as now in effect and as may be amended congruent with regulatory requirements.

If **SUBRECIPIENT** expends One Million Dollars ($1,000,000.00) or more in federal awards during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with a single audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY**

an Independent Auditor's Report (Financial Management Letter) with the audit report. If the **SUBRECIPIENT** expends less than $1,000,000.00 in federal awards in a fiscal year, then the **SUBRECIPIENT** is exempt from the 2 CFR 200, Subpart F, Audit Requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the U.S. Government Accountability Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 2 CFR 200.337. (Refer to Exhibit G for website)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT'S** fiscal year.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 2 CFR Part 200.339 and 2 CFR Part 200.340 (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through K .

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY** or **SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT.**

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII
Indemnity Clause

To the maximum extent allowed by law, SUBRECIPIENT agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $250,000 per occurrence, $500,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY-**funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg,** which includes 2 CFR Part 200.317 through 327 (Refer to Exhibit G for website). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY.** (Refer to Exhibit F for Procurement Policies).

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will

have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 2 CFR Part 200.112. (Refer to Exhibit G for website)

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **CITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XV
System for Awards Management Requirements

SUBRECIPIENT agrees to maintain an active registration at the federal website, System for Awards Management during the program year, in accordance with 24 CFR Part 200.113 (Refer to Exhibit J).

SECTION XVI
Legal Action and Venue

SUBRECIPIENT agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

SECTION XVII
Alternate Dispute Resolution/Neutral Party

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree

otherwise, each party shall bear its own costs, 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 the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. 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 matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XVIII
Personnel & Participant Conditions

A. Civil Rights

1. Compliance

The **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The **SUBRECIPIENT** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The **SUBRECIPIENT** will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The **SUBRECIPIENT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

The **SUBRECIPIENT** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the **SUBRECIPIENT** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. Equal Access Final Rule (24 CFR Part 5)

HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/. This rule will ensure that all individuals have equal access to many of the

Department's core shelter programs in accordance with their gender identity.

Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of "sexual orientation," which was adopted from the Office of Personal Management's (OPM) definition of the term in 2012 to conform to OPM's current definition.
- NOTE: the definition of "family" remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/#program-guidance-and-equal-access-rule.

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/ .

B. Affirmative Action

1. **Plan**
   The **SUBRECIPIENT** agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. **W/MBE**
   The **SUBRECIPIENT** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The **SUBRECIPIENT** may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **EEO/AA Statement**
   The **SUBRECIPIENT** will, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENT**, state that it is an Equal Opportunity or Affirmative Action employer.

SECTION XIX
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **SUBRECIPIENT**, and not otherwise.

Funding Contingent upon Final H.U.D. Approval. Community Development

Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:
City of Edinburg
Grants Administration Department
415 W. University Dr.
Edinburg, Texas 78541
Phone: (956) 388-8206
Fax: (956) 292-2140
Email: coegrants@cityofedinburg.com

If to **SUBRECIPIENT**:
Children's Advocacy Center of Hidalgo/Starr Counties
525 W Wisconsin Rd.
Edinburg, Texas 78539
Phone: (956) 287-9754
Email: ernest.espinoza@cachsc.org

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall

include the plural whenever and as often as may be appropriate

Authority to Execute. The execution and performance of this Agreement by **CITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XX
Effective Date

The effective date of this agreement shall be the **1st day of October 2024,** such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of September 2025**.

Approved and signed this Approved and signed this ___ day of **2024**.

_____
Ernest Espinoza, Executive Director

Subrecipient Name: Children's Advocacy Center of Hidalgo and Starr Counties
Address: 525 W. Wisconsin Road
City/State/Zip: Edinburg, Texas 78539
Federal I.D. Number: 74-2763711
UEI Number: CTWFVZ5UCJ72

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared_____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____day of_____, 2024.

_____
Notary Public in and for the State of Texas

~~~~~~

ATTEST: **CITY OF EDINBURG**

BY: _____
Clarice Y. Balderas, City Secretary

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

BY: _____
Josephine R. Solis, City Attorney

~~~~~~

EXHIBIT A
Statement of Work

SUBRECIPIENT shall utilize the funding amount of **$20,000.00.** The services provided will be forensic interviews, medical evaluations, victim advocacy and support, trauma-focused therapy, and case review. The funds will be used to for the salaries of the Lead Family Support Specialists, Family Support Specialists, Lead Therapists, Therapists, Lead Forensic Interviewers, Forensic Interviewers, Forensic Nurse, Special Advocates, and Medical Advocates.

SUBRECIPIENT shall assist at least (50) unduplicated beneficiaries**.**

SUBRECIPIENT shall use the funds awarded for the reimbursement of staffing costs implementing the Click-time System. The Click-Time System includes all professional and individuals who are involved in providing initial and ongoing criminal/civil investigative services to children who are victims of child abuse.

SUBRECIPIENT shall follow procurement policies outlined in the agency policies and procedures or the City of Edinburg polices, whichever is more stringent.

SUBRECIPIENT may provide such services in coordination with other social service agencies, pharmacies and medical providers.

SUBRECIPIENT shall utilize the appropriate CDBG funds to leverage existing resources to augment present service capacity.

SUBRECIPIENT shall ensure that all assisted individuals shall meet acceptable HUD eligible criteria including but not limited to residency requirements and applicable income limits

EXHIBIT B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Budgeted funds may only be used for direct benefit costs. Reimbursable expenditures will be submitted using the Click-Time system. Only direct benefit assistance to children that are City of Edinburg residents living within the incorporated city limits are eligible for reimbursement.	$20,000.00
Total Grant Budget:	$20,000.00

EXHIBIT B-2

Children's Advocacy Center of Hidalgo County,
Payment Schedule & Estimated Project Timeline

Project Activity	Start Date	End Date	Reimb. Amount	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25
Begin incurring project costs at start date of the executed Subrecipient Agreements.	10/01/24	10/30/24	$ 1,650.00												
Submit Request for Reimbursement #1 and Monthly Report	11/01/24	11/30/24	$ 1,650.00												
Submit Request for Reimbursement #2 and Monthly Report	12/01/24	12/30/24	$ 1,650.00												
Submit Request for Reimbursement #3 and Monthly Report	01/01/25	01/30/25	$ 1,650.00												
Submit Request for Reimbursement #4 and Monthly Report	02/01/25	2/29/2025	$ 1,650.00												
Submit Request for Reimbursement #5 and Monthly Report	03/01/25	03/30/25	$ 1,650.00												
Submit Request for Reimbursement #6 and Monthly Report	04/01/25	04/30/25	$ 1,650.00												
Submit Request for Reimbursement #7 and Monthly Report	05/01/25	05/30/25	$ 1,650.00												
Submit Request for Reimbursement #8 and Monthly Report	06/01/25	06/30/25	$ 1,650.00												
Submit Request for Reimbursement #9 and Monthly Report	07/01/25	07/30/25	$ 1,650.00												
Submit Request for Reimbursement #10 and Monthly Report	08/01/25	08/30/25	$ 1,750.00												
Submit FINAL Request for Reimbursement and Monthly Report to close out project.	09/01/25	09/30/25	$ 1,750.00												
	Budget Grand Total		***$ 20,000.00***												

This project timeline is an estimate based on the City's goal to complete CDBG funded projects within the fiscal year of award.

All funds for this project will reimburse Subrecipient for costs incurred as shown in Exhibit A Statement of Work.

EXHIBIT C
Project Payment Schedule &Time Table

1. **SUBRECIPIENT** hereby agrees to perform services as outlined in Exhibit A.

2. **SUBRECIPIENT** agrees that the scope of work described in Exhibit A will be completed no later than **twelve months** from the contract date.

3. **SUBRECIPIENT** agrees to notify the City in writing of any changes or delays from the agreed time as described in Exhibit A.

2024- 2025 **FOR THE MONTHS OF:**	**No. of Beneficiaries**	**TYPE OF EXPENDITURE**
October 2024	4	Expenses as noted in Exhibit B-1
November 2024	4	Expenses as noted in Exhibit B-1
December 2024	4	Expenses as noted in Exhibit B-1
January 2025	4	Expenses as noted in Exhibit B-1
February 2025	4	Expenses as noted in Exhibit B-1
March 2025	4	Expenses as noted in Exhibit B-1
April 2024	4	Expenses as noted in Exhibit B-1
May 2025	4	Expenses as noted in Exhibit B-1
June 2025	4	Expenses as noted in Exhibit B-1
July 2025	4	Expenses as noted in Exhibit B-1
August 2025	5	Expenses as noted in Exhibit B-1
September 2025	5	Expenses as noted in Exhibit B-1

EXHIBIT D
Records & Reports

1. **SUBRECIPIENT** must submit the **Monthly Activity Report** accompanying each request for payment form. Each activity report must include the following:

   - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
     - Benefits Low- and Moderate-Income Persons
     - Provides Decent Affordable Housing
     - Creates Economic Opportunities

   - **Number of Persons Assisted with New Access to Service/Benefit**

   - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**

   - **Number of Low-Mod Beneficiaries**

   - **Racial Data**

     1. White
     2. Black/African American
     3. Asian
     4. American Indian/Alaskan Native
     5. Native Hawaiian/Other Pacific
     6. Asian White
     7. Black & White
     8. Am. Indian/Alaskan Native & White
     9. Black/African American & White
     10. Other Multi Racial

   - **Number of Hispanics Served**
   - **Number of Persons Served Living with a Disability**
   - **Number of Female Head of Households**
   - **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

Performance Measurements

- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities.
  - **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

EXHIBIT D
Records & Reports
(Continued)

Other significant information:

- **SUBRECIPIENT** should report any additional activities such as such as special events, fundraisers, awards, etc.)

4. **SUBRECIPIENT** shall ensure compliance with Records Retention rules:

   - The **FY 2024-2025 CDBG Subrecipient Agreement** and all records pertaining to this agreement must be retained for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER). The final CAPER submission for this agreement will be submitted no later than December 30, 2025 and as such all records pertaining to this agreement must be kept until **December 30, 2030** except as provided below:

     - In the event that any pending litigation, claim, audit, negotiation, or other action involving these activities is on-going, the documentation will be retained until completion and resolution of the action. Records must be maintained until completion of said action, and/or any issues that may arise from it or at the end of the regular 5-year retention period, whichever is longer.
     - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

5. **SUBRECIPIENT** shall complete a **Program Application** for each assisted client that is listed on any reimbursement request. A completed original application form must be submitted with each reimbursement request.

6. **SUBRECIPIENT** must maintain proper financial records.

EXHIBIT E
Requests for Reimbursement

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule", no later than the **10th of each month**. The City reserves the right to terminate the contract and re-program funding to another eligible project, if the Subrecipient fails to submit a reimbursement request and required reports by the 10th of each month. The City may terminate the contract and reprogram funding to another eligible project, if the Subrecipient fails to submit a reimbursement request within the first quarter of the fiscal year.

2. **SUBRECIPIENT** **must** submit the following documents when submitting a reimbursement request:

    - Agency Cover Letter
    - CDBG Reimbursement Request Form
    - Monthly Activity Report
    - Program Application for assisted beneficiaries:
        - Documentation verifying that they reside inside the city limits of Edinburg.
        - Must be qualified through Presumed, Qualified or Income/Asset application.

3. **SUBRECIPIENT** must ensure that the items listed below are included in the reimbursement request packet, if the project includes any of the following:

    - ***Salary reimbursement*** for agency staff providing services to qualified residents:
        - Agency timesheet for each staff member providing services – *This should include all the hours worked for each day during the specified pay period.*
        - CDBG time summary report – *This should include a breakdown of Edinburg CDBG hours vs. other hours.*
        - Proof of payment for salaries such as cleared pay stubs, banks statements, etc.

    - ***Food assistance, Mileage/Transportation and other services, as applicable***:
        - List of beneficiaries assisted.
        - Provide copies of invoices for goods and services.
        - Submit Monthly Mileage Report.
        - Proof of payment - Provide copies of cancelled checks.

    - ***Procurement of goods and services:***
        - List of beneficiaries assisted.
        - Provide procurement documentation in compliance with most stringent procurement policies. (Verbal/Written quotes, RFB, RFP etc.)

- Provide copies of invoices for goods and services.
- Proof of payment - Provide copies of cancelled checks.

4. **CITY** will mail reimbursement checks the within thirty (30) working days if all supporting documentation and all requirements of the agreement are current.

5. **SUBRECIPIENT** agrees to maintain program and project files that include all project specific elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time during the life of the project and for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

EXHIBIT F
Procurement Policies
(If applicable)

1. For purchases ranging from $0.01-$2,000.00, the **SUBRECIPIENT** must use a purchase order. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must provide purchase orders, invoices, receipts and proof of payment/cancelled check(s).

2. For purchases ranging from $2,000.01-$29,999.99, the **SUBRECIPIENT** must obtain at least three written price quotations from vendors. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must the written price quotation on company letterhead, purchase orders, invoices, receipts and proof of payment/cancelled check(s).

3. For purchases over $30,000.00, **SUBRECIPIENT** must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance Bonding is required for projects over $25,000.00)

4. In the event that the **SUBRECIPIENT'S** procurement policies are more stringent than the **CITY'S** procurement policies, the **SUBRECIPIENT** must adhere to its own procurement procedures. The **SUBRECIPIENT** must notify the **CITY** when its own policies are more stringent.

EXHIBIT G
CFR, OMB, and Other Program Requirements
Website Addresses

24 CFR Part 570
https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

2 CFR Part 200
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CRF Part 200 Appendix II – Federal Contract Provisions
https://www.ecfr.gov/cgi-bin/text-idx?SID=fbb70fe83009e152ac327498f6ec18c4&node=ap2.1.200_1521.ii&rgn=div9

Other Program Requirements (See Subpart K)
https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/pdf/CFR-2017-title24-vol3-part570-subpartK.pdf

24 CFR Part 5
https://www.law.cornell.edu/cfr/text/24/part-5

Part 52-Intergovernmental Review of Department of Housing & Urban Development Programs and Activities
https://www.gpo.gov/fdsys/granule/CFR-2004-title24-vol1/CFR-2004-title24-vol1-part52

EXHIBIT H
Applicable Provision as stated in Section VIII
24 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

SUBPART D

POST AWARD REQUIREMENTS AND ADMINISTRATION
2 CFR Part 200.300-309

PROPERTY STANDARDS
2 CFR Part 200.310-316

PROCUREMENT STANDARDS

2 CFR Part 200.318-327

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING
2 CFR Part 200.328-330

SUBRECIPIENT MONITORING AND MANAGEMENT
2 CFR Part 200.331-333

RECORD RETENTION AND ACCESS
2 CFR Part 200.334-338

REMEDIES FOR NONCOMPLIANCE
2 CFR Part 200.339-343

CLOSEOUT
2 CFR Part 200.344

SUBPART E COST PRINCIPLES

SUBPART F AUDITS

EXHIBIT I
Faith-based Activities
24 CFR 570.200(j)

- (j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- (5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.
- (6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

EXHIBIT J
System for Awards Management
Registration Requirements

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a Unique Entity Identification (UEI) number to follow the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds.

As required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at https://uscontractorregistration.com/ or by calling 1-877-252-2700.

EXHIBIT K
Required forms

The Reimbursement Request, Program Application and Monthly Report must be submitted on or before the 10th of every month, starting the month after this agreement is executed.

- Reimbursement Request form
- Monthly Report
- CDBG Program Application (Presumed)

City of Edinburg Grants Administration Department

Reimbursement Request Form for Grant # B-24-MC-48-0503

Fiscal Year October 1, 202X thru September 30, 202X

Public Service Agency:	
Address:	
City/State/Zip Code:	
Contact Person:	
Contact Number:	

Reimbursement Request for the month(s) of:	**October 1, 202X**

Budget Categories	CDBG Budget	Current Request	YTD "PRIOR " Reimbursements	Available Balance
		-		
		-		
TOTALS	$ -	$ -	$ -	$ -

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

xxxxxxxxxxxxxx, Executive Director | Date | 0001 Request No.

BENEFICIARY COUNT													
ETHNIC CATEGORIES	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**YTD**
Hispanic													0
Non-Hispanic													0
Total Hispanic/Non-Hispanic	0	0	0	0	0	0	0	0	0	0	0	0	0
RACE													
American-Indian/Alaskan Native													0
Asian													0
Black/African American													0
Native Hawaiian/Pac. Islander													0
White													0
Other													0
Total Racial Categories	0	0	0	0	0	0	0	0	0	0	0	0	0

INCOME LIMITS FY 201X	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**YTD**
Extremely Low (30%) Limits													0
Very Low (50%) Limits													0
Low (80%) Limits													0
Total Beneficiaries	0	0	0	0	0	0	0	0	0	0	0	0	0

Year-To-Date "PRIOR MONTHS"	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**
Reimbursements	$ -					
(Oct. 202X-Sept. 202X)	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**YTD Total**
	$ -	$ -	$ -	$ -	$ -	$ -

Initials

CDBG MONTHLY REPORT
ENTER NAME OF AGENCY HERE
Month Ending: October 31, 20XX

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
- **Number of Persons Assisted with New Access to Service/Benefit:**
- **Number of Persons Assisted with Improved Access to Service/Benefit:**
- **Number of Low-Mod Beneficiaries:**
- **Racial Data***:*
- **Number of Persons Served Living with a Disability:**
- **Number of Female Head of Households:**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:**

PERFORMANCE MEASURMENTS

Type of Outcome:

- **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities**.**

- **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

- **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)

Reviewed and approved by:

_____ _____
XXXXXX, Executive Director Date

CDBG PROGRAM APPLICATION
ENTITLEMENT COMMUNITY OF EDINBURG
Income Eligibility Certification Form

Presumed Status Application

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

This activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI Persons. (It means that the whole agency MUST meet this category of the listed presumption).

Presumed Activity	Mark one (x)	Must Obtain Source Documentation	Who gets copy?
Victims of Domestic Violence	☐	Copy of Law Enforcement Report & Referral form	Agency only
Abused Children	☐	Copy of Law Enforcement Report & Referral form	Agency only
Elderly (aged 62 or older)	☐	Government ID indicating birthday	Agency & City
Severely Disabled Adults	☐	Copy of Social Security disability award or Doctor's Certification	Agency & City
Illiterate Adult (unable to read & write)	☐	Agency employee must witness acknowledgement	Agency & City
AIDS (auto-Immune Deficiency Syndrome)	☐	Copy of Laboratory report or referral letter from Valley AIDS	Agency only
Migrant Farmworker	☐	Copy of Checkstub from out of area employer	Agency & City
Homeless Persons	☐	Service worker should verify with Emergency Shelter, Institution, Domestic Violence, Court Order Eviction and obtain the required documentation on where he/she has been sleeping.	Agency & City

A. Applicant Information

Applicant Initials/ID#: _____

Address: _____

City: _____ TEXAS Zip Code _____

Telephone # _____ Other Contact # _____

B. Does applicant live in the city limits? ☐ Yes ☐ No

C. Characteristics

1 Date of Birth _____ **AGE** _____

2 Hispanic ☐ Yes ☐ No

3 Race (mark X)

- ☐ White
- ☐ Asian
- ☐ Native Hawaiian/Other Pacific Islander
- ☐ Asian & White
- ☐ American Indian/Alaskan Native & Black
- ☐ Black / African American
- ☐ American Indian / Alaskan Native
- ☐ American Indian / Alaskan Native & White
- ☐ Black / African American & White
- ☐ Other Multi-Racial

SAM.GOV®

CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
CTWFVZ5UCJ72	**4NHF0**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Jan 25, 2025**	
Physical Address	Mailing Address	
525 W Wisconsin RD **Edinburg, Texas 78539-3018** **United States**	**525 W. Wisconsin RD.** **Edinburg, Texas 78539-3018** **United States**	

Business Information

Doing Business as	Division Name	Division Number
CHILDRENS ADVOCACY CENTER	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 15	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 30, 2024	**Jan 26, 2024**	**Feb 6, 2007**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jun 5, 2000	**Sep 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(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	Entity Type	Organization Factors
Corporate Entity (Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
Non-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	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**4NHF0**

Points of Contact

Electronic Business

FRANCISCO MARTINEZ, FINANCE DIRECTOR

525 W. Wisconsin RD.
Edinburg, Texas 78539
United States

Rosita Resmondo, Administrative Assistant

525 W. Wisconsin RD.
Edinburg, Texas 78539
United States

Government Business

JESUS A SANCHEZ, EXECUTIVE DIRECTOR

525 W. Wisconsin RD.
Edinburg, Texas 78539
United States

Rosita Resmondo, Administrative Assistant

525 W. Wisconsin RD.
Edinburg, Texas 78539
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CITY OF EDINBURG
GRANTS ADMINISTRATION DEPARTMENT
SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the **15th day of October 2024** by and between the **City of Edinburg**, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and **Comfort House Services, Inc.**, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules & Regulations

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of **Community Development Block Grant (CDBG) # B-24-MC-48-0503**, activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to 24 CFR Part 570)

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Three Dollars $3,000.00** and as delineated in Exhibit B-1: “Grant Budget” and B-2: “Payment Schedule”. **SUBRECIPIENT** certifies the activities carried out under this agreement meet a CDBG Program National Objective defined in 24 CFR Part 570.208.

SUBRECIPIENT agrees to notify **CITY** in writing of any changes in its Statement of Work, CDBG Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

CITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow Exhibit C: Project Time Table, of this Agreement, and shall notify CITY, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Schedule.

SECTION III
Records & Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal CITY or authority that may exercise jurisdiction over CDBG funds.

SUBRECIPIENT shall maintain program and project files to include all project specific elements required in the regulations for “Records to be maintained”, as cited in 24 CFR 570.506, and as explicitly requested by the **CITY**.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **CITY** shall conduct on-site and/or virtual monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 2 CFR Part 200.328.

The **CITY** shall provide written notification to the **SUBRECIPIENT**, at least two weeks prior to the monitoring review, advising the date and time of the scheduled review. This written notice will also include a description of programmatic and administrative processes, as well as specific project documents that should be available during the

monitoring. A request to change the date and time of the monitoring review once it has been agreed upon by both the **CITY** and the **SUBRECIPIENT**, must be submitted in writing within 3 days of receiving the monitoring notification. The request should include a reason for the request and a new proposed date and time for the monitoring.

The **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings within thirty (30) days of the monitoring visit. If the monitoring report notes deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement or may result in withholding of future funding.

In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all financial records, accounts, reports, program and administrative files, and other documents, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement. SUBRECIPIENT agrees to maintain program and project files to include all elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time for the life of the project and at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

SECTION V
Requests for Reimbursement & Program Income

SUBRECIPIENT agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E: Requests for Reimbursements** of this Agreement.

SUBRECIPIENT shall attend a mandatory orientation after the award of funds and prior to first draw. This orientation will provide an overview of the program, as well as updates on processes and regulatory compliance.

SUBRECIPIENT shall submit final reimbursement request to **CITY** within the twelve-month period of this agreement ending **September 30, 2025**. Reimbursement requests submitted after this date may not be processed and any unexpended funds will be recaptured.

SUBRECIPIENT shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit K. With the reimbursement the **SUBRECIPIENT** will include a Program Application and Monthly Report as referenced in Exhibit K. The Reimbursement Request, Program Application and Monthly Report must be submitted on or before the 10th of every month, starting the month after this agreement is executed. The City reserves the right to terminate the contract and re-program funding to another eligible project, if the Subrecipient fails to submit a reimbursement request and required reports by the 10th of each month. The City may terminate the contract and reprogram funding to another eligible project, if the Subrecipient fails to submit a reimbursement

request within the first quarter of the fiscal year.

SUBRECIPIENT and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth (15th) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

SUBRECIPIENT and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Also, any building or structure funded under this Agreement shall not be used for sectarian or religious activities. (Refer to Exhibit I).

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §570.600 - 611).

SUBRECIPIENT agrees to comply with Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP), which directs all federal agencies, including HUD, to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Pursuant to EO 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the Department of Justice LEP Guidance apply to the programs and activities of federal agencies, including HUD.

SUBRECIPIENT agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as well as the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The **SUBRECIPIENT** must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identification (UEI) number. The **SUBRECIPENT** must also comply with provisions of

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the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

SUBRECIPIENT agrees to comply with 2 CFR Part 200.303. The SUBRECIPIENT shall take reasonable measures to safeguard protected Personally Identifiable Information (PII) as defined in 2 CFR Part 200.82, and/or Sensitive Personally Identifiable Information (SPII), such as names, social security numbers (SSNs), driver's license numbers (DLNs), Employer Identification Numbers (EINs), any information derived from SSNs, DLNs, and EINs, date and place of birth, mother's maiden name, medical information, financial account numbers (credit or debit card numbers), and income information under this subpart and all other provisions of Federal, State, and local law. The **SUBRECIPIENT** agrees to only maintain such information about beneficiaries that is relevant and necessary to accomplish its purpose and that the information be maintained in systems of records –electronic and paper—that have the appropriate administrative, technical, and physical safeguards to protect the information, however current. **SUBRECIPIENT** agrees to establish written policies and procedures to limit the collection of PII and SPII, manage access to SPII, protect hard copy and electronic files containing SPII, protect electronic transmissions of SPII via fax, email, etc., protecting hard copy transmission of files containing SPII, follow records management, retention, and disposition laws, regulations, and policies, and ensure that all personnel are familiar with reporting procedures when SPII related to HUD programs and projects has been compromised. All suspect compromises should be promptly reported to HUD's National Help Desk at 1-888-297-8689.

SUBRECIEPIENT agrees to comply with Federal Contract Provisions as per 24 CFR Part 200, Appendix II (see Exhibit G).

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of 2 CFR 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as now in effect and as may be amended congruent with current regulatory requirements (See Exhibit H). The Uniform Requirements for HUD Federal Award Recipients supersedes, consolidates and streamlines requirements from the following eight OMB circulars: OMB Circular A-21, A-87, A-89, A-102 A-110, A-122, A-133, and guidance on OMB Circular A-50, Audit Follow-up on Single Audit Act follow-up.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Subpart F, Audit Requirements, as now in effect and as may be amended congruent with regulatory requirements.

If **SUBRECIPIENT** expends One Million Dollars ($1,000,000.00) or more in federal awards during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with a single audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY**

an Independent Auditor's Report (Financial Management Letter) with the audit report. If the **SUBRECIPIENT** expends less than $1,000,000.00 in federal awards in a fiscal year, then the **SUBRECIPIENT** is exempt from the 2 CFR 200, Subpart F, Audit Requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the U.S. Government Accountability Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 2 CFR 200.337. (Refer to Exhibit G for website)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT'S** fiscal year.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 2 CFR Part 200.339 and 2 CFR Part 200.340 (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through K .

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY** or **SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT.**

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII
Indemnity Clause

To the maximum extent allowed by law, SUBRECIPIENT agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $250,000 per occurrence, $500,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY-**funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg,** which includes 2 CFR Part 200.317 through 327 (Refer to Exhibit G for website). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY.** (Refer to Exhibit F for Procurement Policies).

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will

have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 2 CFR Part 200.112. (Refer to Exhibit G for website)

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **CITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XV
System for Awards Management Requirements

SUBRECIPIENT agrees to maintain an active registration at the federal website, System for Awards Management during the program year, in accordance with 24 CFR Part 200.113 (Refer to Exhibit J).

SECTION XVI
Legal Action and Venue

SUBRECIPIENT agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

SECTION XVII
Alternate Dispute Resolution/Neutral Party

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree

otherwise, each party shall bear its own costs, 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 the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. 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 matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XVIII
Personnel & Participant Conditions

A. Civil Rights

1. Compliance

The **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The **SUBRECIPIENT** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The **SUBRECIPIENT** will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The **SUBRECIPIENT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

The **SUBRECIPIENT** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the **SUBRECIPIENT** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. Equal Access Final Rule (24 CFR Part 5)

HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/. This rule will ensure that all individuals have equal access to many of the

Department's core shelter programs in accordance with their gender identity.

Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of "sexual orientation," which was adopted from the Office of Personal Management's (OPM) definition of the term in 2012 to conform to OPM's current definition.
- NOTE: the definition of "family" remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/#program-guidance-and-equal-access-rule.

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/ .

B. Affirmative Action

1. **Plan**
   The **SUBRECIPIENT** agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. **W/MBE**
   The **SUBRECIPIENT** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The **SUBRECIPIENT** may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **EEO/AA Statement**
   The **SUBRECIPIENT** will, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENT**, state that it is an Equal Opportunity or Affirmative Action employer.

SECTION XIX
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **SUBRECIPIENT**, and not otherwise.

Funding Contingent upon Final H.U.D. Approval. Community Development

Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:
City of Edinburg
Grants Administration Department
415 W. University Dr.
Edinburg, Texas 78541
Phone: (956) 388-8206
Fax: (956) 292-2140
Email:
coegrants@cityofedinburg.com

If to **SUBRECIPIENT**:
Comfort House Services, Inc.
617 Dallas Avenue
McAllen, Texas 78501
Phone: (956) 687-7367
Email: Comforthouse.dperez@gmail.com

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

Authority to Execute. The execution and performance of this Agreement by **CITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XX
Effective Date

The effective date of this agreement shall be the **1st day of October 2024,** such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of September 2025**.

Approved and signed this Approved and signed this ___ day of **2024**.

_____
David A. Perez, Executive Director

Subrecipient: Comfort House Services, Inc.
Address: 617 Dallas Avenue
City/State/Zip: McAllen, Texas 78501
Federal I.D. Number: 74-2618847
UEI Number: LENPT7Y13SW3

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared_____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____day of_____, 2024.

_____
Notary Public in and for the State of Texas

~~~~~~

ATTEST: **CITY OF EDINBURG**

BY: _____
Clarice Y. Balderas, City Secretary

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

BY: _____
Josephine R. Solis, City Attorney

~~~~~~

EXHIBIT A
Statement of Work

SUBRECIPIENT shall utilize the funding amount of **$3,000.00** to provide twenty-four-hour palliative care for each resident that is housed during their last stages of life. The funds will pay for the salary of two (2) caregivers who care for eligible Edinburg residents.

SUBRECIPIENT shall assist at least (2) unduplicated beneficiaries**.**

SUBRECIPIENT shall follow procurement policies outlined in the agency policies and procedures or the City of Edinburg polices, whichever is more stringent.

SUBRECIPIENT may provide such services in coordination with other social service agencies, pharmacies and medical providers.

SUBRECIPIENT shall utilize the appropriate CDBG funds to leverage existing resources to augment present service capacity.

SUBRECIPIENT shall ensure that all assisted individuals shall meet acceptable HUD eligible criteria including but not limited to residency requirements and applicable income limits

EXHIBIT B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
The program provides a 24-hour palliative care for Edinburg residents during their last stage of life. The funds will be utilized for the salary of 2 caregivers that will care for terminally ill individuals that reside in the city limits of Edinburg	$3,000.00
Total Grant Budget:	$3,000.00

EXHIBIT B-2

Comfort House
Payment Schedule & Estimated Project Timeline

Project Activity	Start Date	End Date	Reimb. Amount	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25
Begin incurring project costs at start date of the executed Subrecipient Agreements.	10/01/24	10/30/24	$ 250.00												
Submit Request for Reimbursement #1 and Monthly Report	11/01/24	11/30/24	$ 250.00												
Submit Request for Reimbursement #2 and Monthly Report	12/01/24	12/30/24	$ 250.00												
Submit Request for Reimbursement #3 and Monthly Report	01/01/25	01/30/25	$ 250.00												
Submit Request for Reimbursement #4 and Monthly Report	02/01/25	2/29/2025	$ 250.00												
Submit Request for Reimbursement #5 and Monthly Report	03/01/25	03/30/25	$ 250.00												
Submit Request for Reimbursement #6 and Monthly Report	04/01/25	04/30/25	$ 250.00												
Submit Request for Reimbursement #7 and Monthly Report	05/01/25	05/30/25	$ 250.00												
Submit Request for Reimbursement #8 and Monthly Report	06/01/25	06/30/25	$ 250.00												
Submit Request for Reimbursement #9 and Monthly Report	07/01/25	07/30/25	$ 250.00												
Submit Request for Reimbursement #10 and Monthly Report	08/01/25	08/30/25	$ 250.00												
Submit FINAL Request for Reimbursement and Monthly Report to close out project.	09/01/25	09/30/25	$ 250.00												
	Budget Grand Total		***$ 3,000.00***												

This project timeline is an estimate based on the City's goal to complete CDBG funded projects within the fiscal year of award.

All funds for this project will reimburse Subrecipient for costs incurred as shown in Exhibit A Statement of Work.

EXHIBIT C
Project Payment Schedule &Time Table

1. **SUBRECIPIENT** hereby agrees to perform services as outlined in Exhibit A.

2. **SUBRECIPIENT** agrees that the scope of work described in Exhibit A will be completed no later than **twelve months** from the contract date.

3. **SUBRECIPIENT** agrees to notify the City in writing of any changes or delays from the agreed time as described in Exhibit A.

2024- 2025 **FOR THE MONTHS OF:**	**No. of Beneficiaries**	**TYPE OF EXPENDITURE**
October 2024		Expenses as noted in Exhibit B-1
November 2024	1	Expenses as noted in Exhibit B-1
December 2024	1	Expenses as noted in Exhibit B-1
January 2025		Expenses as noted in Exhibit B-1
February 2025		Expenses as noted in Exhibit B-1
March 2025		Expenses as noted in Exhibit B-1
April 2025		Expenses as noted in Exhibit B-1
May 2025		Expenses as noted in Exhibit B-1
June 2025		Expenses as noted in Exhibit B-1
July 2025		Expenses as noted in Exhibit B-1
August 2025		Expenses as noted in Exhibit B-1
September 2025		Expenses as noted in Exhibit B-1

EXHIBIT D
Records & Reports

1. **SUBRECIPIENT** must submit the **Monthly Activity Report** accompanying each request for payment form. Each activity report must include the following:

   - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
     - Benefits Low- and Moderate-Income Persons
     - Provides Decent Affordable Housing
     - Creates Economic Opportunities

   - **Number of Persons Assisted with New Access to Service/Benefit**

   - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**

   - **Number of Low-Mod Beneficiaries**

   - **Racial Data**

1. White	2. Black/African American
3. Asian	4. American Indian/Alaskan Native
5. Native Hawaiian/Other Pacific	6. Asian White
7. Black & White	8. Am. Indian/Alaskan Native & White
9. Black/African American & White	10. Other Multi Racial

   - **Number of Hispanics Served**
   - **Number of Persons Served Living with a Disability**
   - **Number of Female Head of Households**
   - **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

Performance Measurements

- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities.
  - **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

EXHIBIT D
Records & Reports
(Continued)

Other significant information:

- **SUBRECIPIENT** should report any additional activities such as such as special events, fundraisers, awards, etc.)

4. **SUBRECIPIENT** shall ensure compliance with Records Retention rules:

   - The **FY 2024-2025 CDBG Subrecipient Agreement** and all records pertaining to this agreement must be retained for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER). The final CAPER submission for this agreement will be submitted no later than December 30, 2025 and as such all records pertaining to this agreement must be kept until **December 30, 2030** except as provided below:

     - In the event that any pending litigation, claim, audit, negotiation, or other action involving these activities is on-going, the documentation will be retained until completion and resolution of the action. Records must be maintained until completion of said action, and/or any issues that may arise from it or at the end of the regular 5-year retention period, whichever is longer.
     - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

5. **SUBRECIPIENT** shall complete a **Program Application** for each assisted client that is listed on any reimbursement request. A completed original application form must be submitted with each reimbursement request.

6. **SUBRECIPIENT** must maintain proper financial records.

EXHIBIT E
Requests for Reimbursement

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule", no later than the **10th of each month**. The City reserves the right to terminate the contract and re-program funding to another eligible project, if the Subrecipient fails to submit a reimbursement request and required reports by the 10th of each month. The City may terminate the contract and reprogram funding to another eligible project, if the Subrecipient fails to submit a reimbursement request within the first quarter of the fiscal year.

2. **SUBRECIPIENT** **must** submit the following documents when submitting a reimbursement request:

    - Agency Cover Letter
    - CDBG Reimbursement Request Form
    - Monthly Activity Report
    - Program Application for assisted beneficiaries:
        - Documentation verifying that they reside inside the city limits of Edinburg.
        - Must be qualified through Presumed, Qualified or Income/Asset application.

3. **SUBRECIPIENT** must ensure that the items listed below are included in the reimbursement request packet, if the project includes any of the following:

    - ***Salary reimbursement*** for agency staff providing services to qualified residents:
        - Agency timesheet for each staff member providing services – *This should include all the hours worked for each day during the specified pay period.*
        - CDBG time summary report – *This should include a breakdown of Edinburg CDBG hours vs. other hours.*
        - Proof of payment for salaries such as cleared pay stubs, banks statements, etc.

    - ***Food assistance, Mileage/Transportation and other services, as applicable***:
        - List of beneficiaries assisted.
        - Provide copies of invoices for goods and services.
        - Submit Monthly Mileage Report.
        - Proof of payment - Provide copies of cancelled checks.

    - ***Procurement of goods and services:***
        - List of beneficiaries assisted.
        - Provide procurement documentation in compliance with most stringent procurement policies. (Verbal/Written quotes, RFB, RFP etc.)

- Provide copies of invoices for goods and services.
- Proof of payment - Provide copies of cancelled checks.

4. **CITY** will mail reimbursement checks the within thirty (30) working days if all supporting documentation and all requirements of the agreement are current.

5. **SUBRECIPIENT** agrees to maintain program and project files that include all project specific elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time during the life of the project and for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

EXHIBIT F
Procurement Policies
(If applicable)

1. For purchases ranging from $0.01-$2,000.00, the **SUBRECIPIENT** must use a purchase order. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must provide purchase orders, invoices, receipts and proof of payment/cancelled check(s).

2. For purchases ranging from $2,000.01-$29,999.99, the **SUBRECIPIENT** must obtain at least three written price quotations from vendors. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must the written price quotation on company letterhead, purchase orders, invoices, receipts and proof of payment/cancelled check(s).

3. For purchases over $30,000.00, **SUBRECIPIENT** must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance Bonding is required for projects over $25,000.00)

4. In the event that the **SUBRECIPIENT'S** procurement policies are more stringent than the **CITY'S** procurement policies, the **SUBRECIPIENT** must adhere to its own procurement procedures. The **SUBRECIPIENT** must notify the **CITY** when its own policies are more stringent.

EXHIBIT G
CFR, OMB, and Other Program Requirements
Website Addresses

24 CFR Part 570
https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

2 CFR Part 200
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CRF Part 200 Appendix II – Federal Contract Provisions
https://www.ecfr.gov/cgi-bin/text-idx?SID=fbb70fe83009e152ac327498f6ec18c4&node=ap2.1.200_1521.ii&rgn=div9

Other Program Requirements (See Subpart K)
https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/pdf/CFR-2017-title24-vol3-part570-subpartK.pdf

24 CFR Part 5
https://www.law.cornell.edu/cfr/text/24/part-5

Part 52-Intergovernmental Review of Department of Housing & Urban Development Programs and Activities
https://www.gpo.gov/fdsys/granule/CFR-2004-title24-vol1/CFR-2004-title24-vol1-part52

EXHIBIT H
Applicable Provision as stated in Section VIII
24 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

SUBPART D

POST AWARD REQUIREMENTS AND ADMINISTRATION
2 CFR Part 200.300-309

PROPERTY STANDARDS
2 CFR Part 200.310-316

PROCUREMENT STANDARDS

2 CFR Part 200.318-327

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING
2 CFR Part 200.328-330

SUBRECIPIENT MONITORING AND MANAGEMENT
2 CFR Part 200.331-333

RECORD RETENTION AND ACCESS
2 CFR Part 200.334-338

REMEDIES FOR NONCOMPLIANCE
2 CFR Part 200.339-343

CLOSEOUT
2 CFR Part 200.344

SUBPART E COST PRINCIPLES

SUBPART F AUDITS

EXHIBIT I
Faith-based Activities
24 CFR 570.200(j)

- (j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- (5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.
- (6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

EXHIBIT J
System for Awards Management
Registration Requirements

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a Unique Entity Identification (UEI) number to follow the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds.

As required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at https://uscontractorregistration.com/ or by calling 1-877-252-2700.

EXHIBIT K
Required forms

The Reimbursement Request, Program Application and Monthly Report must be submitted on or before the 10th of every month, starting the month after this agreement is executed.

- Reimbursement Request form
- Monthly Report
- CDBG Program Application (Presumed)

City of Edinburg Grants Administration Department

Reimbursement Request Form for Grant # B-24-MC-48-0503

Fiscal Year October 1, 202X thru September 30, 202X

Public Service Agency:	
Address:	
City/State/Zip Code:	
Contact Person:	
Contact Number:	

Reimbursement Request for the month(s) of:	**October 1, 202X**

Budget Categories	CDBG Budget	Current Request	YTD "PRIOR " Reimbursements	Available Balance
		-		
		-		
TOTALS	$ -	$ -	$ -	$ -

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

xxxxxxxxxxxxxx, Executive Director — Date — 0001 Request No.

BENEFICIARY COUNT													
ETHNIC CATEGORIES	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**YTD**
Hispanic													0
Non-Hispanic													0
Total Hispanic/Non-Hispanic	0	0	0	0	0	0	0	0	0	0	0	0	0
RACE													
American-Indian/Alaskan Native													0
Asian													0
Black/African American													0
Native Hawaiian/Pac. Islander													0
White													0
Other													0
Total Racial Categories	0	0	0	0	0	0	0	0	0	0	0	0	0

INCOME LIMITS FY 201X	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**YTD**
Extremely Low (30%) Limits													0
Very Low (50%) Limits													0
Low (80%) Limits													0
Total Beneficiaries	0	0	0	0	0	0	0	0	0	0	0	0	0

Year-To-Date "PRIOR MONTHS"	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**
Reimbursements	$ -					
(Oct. 202X-Sept. 202X)	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**YTD Total**
	$ -	$ -	$ -	$ -	$ -	$ -

Initials

CDBG MONTHLY REPORT
ENTER NAME OF AGENCY HERE
Month Ending: October 31, 20XX

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
- **Number of Persons Assisted with New Access to Service/Benefit:**
- **Number of Persons Assisted with Improved Access to Service/Benefit:**
- **Number of Low-Mod Beneficiaries:**
- **Racial Data***:*
- **Number of Persons Served Living with a Disability:**
- **Number of Female Head of Households:**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:**

PERFORMANCE MEASURMENTS

Type of Outcome:

- **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities**.**

- **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

- **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)

Reviewed and approved by:

_____ _____
XXXXXX, Executive Director Date

CDBG PROGRAM APPLICATION
ENTITLEMENT COMMUNITY OF EDINBURG
Income Eligibility Certification Form

Presumed Status Application

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

This activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI Persons. (It means that the whole agency MUST meet this category of the listed presumption).

Presumed Activity	Mark one (x)	Must Obtain Source Documentation	Who gets copy?
Victims of Domestic Violence	☐	Copy of Law Enforcement Report & Referral form	Agency only
Abused Children	☐	Copy of Law Enforcement Report & Referral form	Agency only
Elderly (aged 62 or older)	☐	Government ID indicating birthday	Agency & City
Severely Disabled Adults	☐	Copy of Social Security disability award or Doctor's Certification	Agency & City
Illiterate Adult (unable to read & write)	☐	Agency employee must witness acknowledgement	Agency & City
AIDS (auto-Immune Deficiency Syndrome)	☐	Copy of Laboratory report or referral letter from Valley AIDS	Agency only
Migrant Farmworker	☐	Copy of Checkstub from out of area employer	Agency & City
Homeless Persons	☐	Service worker should verify with Emergency Shelter, Institution, Domestic Violence, Court Order Eviction and obtain the required documentation on where he/she has been sleeping.	Agency & City

A. Applicant Information

Applicant Initials/ID#: _____

Address: _____

City: _____ TEXAS Zip Code _____

Telephone # _____ Other Contact # _____

B. Does applicant live in the city limits? ☐ Yes ☐ No

C. Characteristics

1 Date of Birth _____ **AGE** _____

2 Hispanic ☐ Yes ☐ No

3 Race (mark X)

- ☐ White
- ☐ Asian
- ☐ Native Hawaiian/Other Pacific Islander
- ☐ Asian & White
- ☐ American Indian/Alaskan Native & Black
- ☐ Black / African American
- ☐ American Indian / Alaskan Native
- ☐ American Indian / Alaskan Native & White
- ☐ Black / African American & White
- ☐ Other Multi-Racial

SAM.GOV®

COMFORT HOUSE SERVICES INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
LENPT7Y13SW3	**81WW3**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Oct 25, 2024**	
Physical Address	Mailing Address	
617 Dallas AVE **Mcallen, Texas 78501-2752** **United States**	**617 Dallas AVE** **Mcallen, Texas 78501-2752** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 15	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Oct 30, 2023	**Oct 26, 2023**	**Feb 15, 2018**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 24, 1992	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(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	Entity Type	Organization Factors
Corporate Entity (Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
Non-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	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**81WW3**

Points of Contact

Electronic Business

David A Perez, Mr

617 Dallas AVE
Mcallen, Texas 78501
United States

Government Business

David A Perez, Mr

617 Dallas AVE
Mcallen, Texas 78501
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CITY OF EDINBURG
GRANTS ADMINISTRATION DEPARTMENT
SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the **15th day of October 2024** by and between the **City of Edinburg**, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and **Women Together, Inc.** hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules & Regulations

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of **Community Development Block Grant (CDBG) # B-24-MC-48-0503**, activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to 24 CFR Part 570)

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Ten Thousand Dollars $10,000.00** and as delineated in Exhibit B-1: “Grant Budget” and B-2: “Payment Schedule”. **SUBRECIPIENT** certifies the activities carried out under this agreement meet a CDBG Program National Objective defined in 24 CFR Part 570.208.

SUBRECIPIENT agrees to notify **CITY** in writing of any changes in its Statement of Work, CDBG Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

CITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow Exhibit C: Project Time Table, of this Agreement, and shall notify CITY, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Schedule.

SECTION III
Records & Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal CITY or authority that may exercise jurisdiction over CDBG funds.

SUBRECIPIENT shall maintain program and project files to include all project specific elements required in the regulations for “Records to be maintained”, as cited in 24 CFR 570.506, and as explicitly requested by the **CITY**.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **CITY** shall conduct on-site and/or virtual monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 2 CFR Part 200.328.

The **CITY** shall provide written notification to the **SUBRECIPIENT**, at least two weeks prior to the monitoring review, advising the date and time of the scheduled review. This written notice will also include a description of programmatic and administrative processes, as well as specific project documents that should be available during the

monitoring. A request to change the date and time of the monitoring review once it has been agreed upon by both the **CITY** and the **SUBRECIPIENT**, must be submitted in writing within 3 days of receiving the monitoring notification. The request should include a reason for the request and a new proposed date and time for the monitoring.

The **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings within thirty (30) days of the monitoring visit. If the monitoring report notes deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement or may result in withholding of future funding.

In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all financial records, accounts, reports, program and administrative files, and other documents, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement. SUBRECIPIENT agrees to maintain program and project files to include all elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time for the life of the project and at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

SECTION V
Requests for Reimbursement & Program Income

SUBRECIPIENT agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E: Requests for Reimbursements** of this Agreement.

SUBRECIPIENT shall attend a mandatory orientation after the award of funds and prior to first draw. This orientation will provide an overview of the program, as well as updates on processes and regulatory compliance.

SUBRECIPIENT shall submit final reimbursement request to **CITY** within the twelve-month period of this agreement ending **September 30, 2025**. Reimbursement requests submitted after this date may not be processed and any unexpended funds will be recaptured.

SUBRECIPIENT shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit K. With the reimbursement the **SUBRECIPIENT** will include a Program Application and Monthly Report as referenced in Exhibit K. The Reimbursement Request, Program Application and Monthly Report must be submitted on or before the 10th of every month, starting the month after this agreement is executed. The City reserves the right to terminate the contract and re-program funding to another eligible project, if the Subrecipient fails to submit a reimbursement request and required reports by the 10th of each month. The City may terminate the contract and reprogram funding to another eligible project, if the Subrecipient fails to submit a reimbursement

request within the first quarter of the fiscal year.

SUBRECIPIENT and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth (15th) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

SUBRECIPIENT and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **CITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Also, any building or structure funded under this Agreement shall not be used for sectarian or religious activities. (Refer to Exhibit I).

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §570.600 - 611).

SUBRECIPIENT agrees to comply with Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP), which directs all federal agencies, including HUD, to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Pursuant to EO 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the Department of Justice LEP Guidance apply to the programs and activities of federal agencies, including HUD.

SUBRECIPIENT agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as well as the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The **SUBRECIPIENT** must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identification (UEI) number. The **SUBRECIPENT** must also comply with provisions of

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the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

SUBRECIPIENT agrees to comply with 2 CFR Part 200.303. The SUBRECIPIENT shall take reasonable measures to safeguard protected Personally Identifiable Information (PII) as defined in 2 CFR Part 200.82, and/or Sensitive Personally Identifiable Information (SPII), such as names, social security numbers (SSNs), driver's license numbers (DLNs), Employer Identification Numbers (EINs), any information derived from SSNs, DLNs, and EINs, date and place of birth, mother's maiden name, medical information, financial account numbers (credit or debit card numbers), and income information under this subpart and all other provisions of Federal, State, and local law. The **SUBRECIPIENT** agrees to only maintain such information about beneficiaries that is relevant and necessary to accomplish its purpose and that the information be maintained in systems of records –electronic and paper—that have the appropriate administrative, technical, and physical safeguards to protect the information, however current. **SUBRECIPIENT** agrees to establish written policies and procedures to limit the collection of PII and SPII, manage access to SPII, protect hard copy and electronic files containing SPII, protect electronic transmissions of SPII via fax, email, etc., protecting hard copy transmission of files containing SPII, follow records management, retention, and disposition laws, regulations, and policies, and ensure that all personnel are familiar with reporting procedures when SPII related to HUD programs and projects has been compromised. All suspect compromises should be promptly reported to HUD's National Help Desk at 1-888-297-8689.

SUBRECIEPIENT agrees to comply with Federal Contract Provisions as per 24 CFR Part 200, Appendix II (see Exhibit G).

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of 2 CFR 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as now in effect and as may be amended congruent with current regulatory requirements (See Exhibit H). The Uniform Requirements for HUD Federal Award Recipients supersedes, consolidates and streamlines requirements from the following eight OMB circulars: OMB Circular A-21, A-87, A-89, A-102 A-110, A-122, A-133, and guidance on OMB Circular A-50, Audit Follow-up on Single Audit Act follow-up.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Subpart F, Audit Requirements, as now in effect and as may be amended congruent with regulatory requirements.

If **SUBRECIPIENT** expends One Million Dollars ($1,000,000.00) or more in federal awards during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with a single audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY**

an Independent Auditor's Report (Financial Management Letter) with the audit report. If the **SUBRECIPIENT** expends less than $1,000,000.00 in federal awards in a fiscal year, then the **SUBRECIPIENT** is exempt from the 2 CFR 200, Subpart F, Audit Requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the U.S. Government Accountability Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 2 CFR 200.337. (Refer to Exhibit G for website)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT'S** fiscal year.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 2 CFR Part 200.339 and 2 CFR Part 200.340 (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through K .

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY** or **SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT.**

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII
Indemnity Clause

To the maximum extent allowed by law, SUBRECIPIENT agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $250,000 per occurrence, $500,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY-**funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg,** which includes 2 CFR Part 200.317 through 327 (Refer to Exhibit G for website). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY.** (Refer to Exhibit F for Procurement Policies).

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will

have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 2 CFR Part 200.112. (Refer to Exhibit G for website)

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **CITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XV
System for Awards Management Requirements

SUBRECIPIENT agrees to maintain an active registration at the federal website, System for Awards Management during the program year, in accordance with 24 CFR Part 200.113 (Refer to Exhibit J).

SECTION XVI
Legal Action and Venue

SUBRECIPIENT agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

SECTION XVII
Alternate Dispute Resolution/Neutral Party

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree

otherwise, each party shall bear its own costs, 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 the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. 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 matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XVIII
Personnel & Participant Conditions

A. Civil Rights

1. Compliance

The **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The **SUBRECIPIENT** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The **SUBRECIPIENT** will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The **SUBRECIPIENT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

The **SUBRECIPIENT** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the **SUBRECIPIENT** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. Equal Access Final Rule (24 CFR Part 5)

HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/. This rule will ensure that all individuals have equal access to many of the

Department's core shelter programs in accordance with their gender identity.

Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of "sexual orientation," which was adopted from the Office of Personal Management's (OPM) definition of the term in 2012 to conform to OPM's current definition.
- NOTE: the definition of "family" remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/#program-guidance-and-equal-access-rule.

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/ .

B. Affirmative Action

1. **Plan**
   The **SUBRECIPIENT** agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. **W/MBE**
   The **SUBRECIPIENT** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The **SUBRECIPIENT** may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **EEO/AA Statement**
   The **SUBRECIPIENT** will, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENT**, state that it is an Equal Opportunity or Affirmative Action employer.

SECTION XIX
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **SUBRECIPIENT**, and not otherwise.

Funding Contingent upon Final H.U.D. Approval. Community Development

Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:
City of Edinburg
Grants Administration Department
415 W. University Dr.
Edinburg, Texas 78541
Phone: (956) 388-8206
Fax: (956) 292-2140
Email:
coegrants@cityofedinburg.com

If to **SUBRECIPIENT**:
Women Together, Inc.
511 N. Cynthia
McAllen, TX 78501
Phone: (956) 630-4878
Email: womentog@swbell.net

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

Authority to Execute. The execution and performance of this Agreement by **CITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XX
Effective Date

The effective date of this agreement shall be the **1st day of October 2024,** such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of September 2025**.

Approved and signed this Approved and signed this ___ day of **2024**.

_____
Estella De Anda, Executive Director

Subrecipient Name: Women Together, Inc.
Address: 511 Cynthia Street
City/State/Zip: McAllen, Texas 78501
Federal I.D. Number: 74-2007536
UEI Number: NE6ZVRMAAKK3

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared_____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this____day of_____, 2024.

_____
Notary Public in and for the State of Texas

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ATTEST: **CITY OF EDINBURG**

BY: _____
Clarice Y. Balderas, City Secretary

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

BY: _____
Josephine R. Solis, City Attorney

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EXHIBIT A
Statement of Work

SUBRECIPIENT shall utilize the funding amount of **$10,000.00** to provide emergency shelter, crisis intervention, and individual/ group counseling for victims of family violence and sexual assault. Funds will pay for salaries/ fringe benefits for Part-Time Shelter Advocate that will provide services for Edinburg residents. The Shelter Advocate works in the shelter facility providing supportive essential services for clients residing in the shelter facility and Transitional Housing Program

SUBRECIPIENT shall assist at least (50) unduplicated beneficiaries**.**

SUBRECIPIENT shall follow procurement policies outlined in the agency policies and procedures or the City of Edinburg polices, whichever is more stringent.

SUBRECIPIENT may provide such services in coordination with other social service agencies, pharmacies and medical providers.

SUBRECIPIENT shall utilize the appropriate CDBG funds to leverage existing resources to augment present service capacity.

SUBRECIPIENT shall ensure that all assisted individuals shall meet acceptable HUD eligible criteria including but not limited to residency requirements and applicable income limits

EXHIBIT B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Funds will pay for partial salaries/fringe benefits for Part-Time Shelter Advocate that will provided services for Edinburg residents. The Shelter Advocate works in the shelter facility providing supportive essential services for clients residing in the shelter facility and Transitional Housing Program.	$10,000.00
Total Grant Budget:	$10,000.00

EXHIBIT B-2

Women Together Foundation (Mujeres Unidas)
Payment Schedule & Estimated Project Timeline

Project Activity	Start Date	End Date	Reimb. Amount	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25
Begin incurring project costs at start date of the executed Subrecipient Agreements.	10/01/24	10/30/24	$ 1,000.00												
Submit Request for Reimbursement #1 and Monthly Report	11/01/24	11/30/24	$ 1,000.00												
Submit Request for Reimbursement #2 and Monthly Report	12/01/24	12/30/24	$ 1,000.00												
Submit Request for Reimbursement #3 and Monthly Report	01/01/25	01/30/25	$ 1,000.00												
Submit Request for Reimbursement #4 and Monthly Report	02/01/25	2/29/2025	$ 1,000.00												
Submit Request for Reimbursement #5 and Monthly Report	03/01/25	03/30/25	$ 1,000.00												
Submit Request for Reimbursement #6 and Monthly Report	04/01/25	04/30/25	$ 1,000.00												
Submit Request for Reimbursement #7 and Monthly Report	05/01/25	05/30/25	$ 1,000.00												
Submit Request for Reimbursement #8 and Monthly Report	06/01/25	06/30/25	$ 500.00												
Submit Request for Reimbursement #9 and Monthly Report	07/01/25	07/30/25	$ 500.00												
Submit Request for Reimbursement #10 and Monthly Report	08/01/25	08/30/25	$ 500.00												
Submit FINAL Request for Reimbursement and Monthly Report to close out project.	09/01/25	09/30/25	$ 500.00												
	Budget Grand Total		***$ 10,000.00***												

This project timeline is an estimate based on the City's goal to complete CDBG funded projects within the fiscal year of award.

All funds for this project will reimburse Subrecipient for costs incurred as shown in Exhibit A Statement of Work.

EXHIBIT C
Project Payment Schedule &Time Table

1. **SUBRECIPIENT** hereby agrees to perform services as outlined in Exhibit A.

2. **SUBRECIPIENT** agrees that the scope of work described in Exhibit A will be completed no later than **twelve months** from the contract date.

3. **SUBRECIPIENT** agrees to notify the City in writing of any changes or delays from the agreed time as described in Exhibit A.

2024- 2025 **FOR THE MONTHS OF:**	**No. of Beneficiaries**	**TYPE OF EXPENDITURE**
October 2024	4	Expenses as noted in Exhibit B-1
November 2024	4	Expenses as noted in Exhibit B-1
December 2024	4	Expenses as noted in Exhibit B-1
January 2025	4	Expenses as noted in Exhibit B-1
February 2025	4	Expenses as noted in Exhibit B-1
March 2025	4	Expenses as noted in Exhibit B-1
April 2025	4	Expenses as noted in Exhibit B-1
May 2025	4	Expenses as noted in Exhibit B-1
June 2025	4	Expenses as noted in Exhibit B-1
July 2025	4	Expenses as noted in Exhibit B-1
August 2025	5	Expenses as noted in Exhibit B-1
September 2025	5	Expenses as noted in Exhibit B-1

EXHIBIT D
Records & Reports

1. **SUBRECIPIENT** must submit the **Monthly Activity Report** accompanying each request for payment form. Each activity report must include the following:

   - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
     - Benefits Low- and Moderate-Income Persons
     - Provides Decent Affordable Housing
     - Creates Economic Opportunities

   - **Number of Persons Assisted with New Access to Service/Benefit**

   - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**

   - **Number of Low-Mod Beneficiaries**

   - **Racial Data**

     1. White
     2. Black/African American
     3. Asian
     4. American Indian/Alaskan Native
     5. Native Hawaiian/Other Pacific
     6. Asian White
     7. Black & White
     8. Am. Indian/Alaskan Native & White
     9. Black/African American & White
     10. Other Multi Racial

   - **Number of Hispanics Served**
   - **Number of Persons Served Living with a Disability**
   - **Number of Female Head of Households**
   - **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

Performance Measurements

- **Type of Outcome:**

  - **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities.
  - **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

EXHIBIT D
Records & Reports
(Continued)

Other significant information:

- **SUBRECIPIENT** should report any additional activities such as such as special events, fundraisers, awards, etc.)

4. **SUBRECIPIENT** shall ensure compliance with Records Retention rules:

   - The **FY 2024-2025 CDBG Subrecipient Agreement** and all records pertaining to this agreement must be retained for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER). The final CAPER submission for this agreement will be submitted no later than December 30, 2025 and as such all records pertaining to this agreement must be kept until **December 30, 2035** except as provided below:

     - In the event that any pending litigation, claim, audit, negotiation, or other action involving these activities is on-going, the documentation will be retained until completion and resolution of the action. Records must be maintained until completion of said action, and/or any issues that may arise from it or at the end of the regular 5-year retention period, whichever is longer.
     - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

5. **SUBRECIPIENT** shall complete a **Program Application** for each assisted client that is listed on any reimbursement request. A completed original application form must be submitted with each reimbursement request.

6. **SUBRECIPIENT** must maintain proper financial records.

EXHIBIT E
Requests for Reimbursement

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule", no later than the **10th of each month**. The City reserves the right to terminate the contract and re-program funding to another eligible project, if the Subrecipient fails to submit a reimbursement request and required reports by the 10th of each month. The City may terminate the contract and reprogram funding to another eligible project, if the Subrecipient fails to submit a reimbursement request within the first quarter of the fiscal year.

2. **SUBRECIPIENT** **must** submit the following documents when submitting a reimbursement request:

    - Agency Cover Letter
    - CDBG Reimbursement Request Form
    - Monthly Activity Report
    - Program Application for assisted beneficiaries:
        - Documentation verifying that they reside inside the city limits of Edinburg.
        - Must be qualified through Presumed, Qualified or Income/Asset application.

3. **SUBRECIPIENT** must ensure that the items listed below are included in the reimbursement request packet, if the project includes any of the following:

    - ***Salary reimbursement*** for agency staff providing services to qualified residents:
        - Agency timesheet for each staff member providing services – *This should include all the hours worked for each day during the specified pay period.*
        - CDBG time summary report – *This should include a breakdown of Edinburg CDBG hours vs. other hours.*
        - Proof of payment for salaries such as cleared pay stubs, banks statements, etc.

    - ***Food assistance, Mileage/Transportation and other services, as applicable***:
        - List of beneficiaries assisted.
        - Provide copies of invoices for goods and services.
        - Submit Monthly Mileage Report.
        - Proof of payment - Provide copies of cancelled checks.

    - ***Procurement of goods and services:***
        - List of beneficiaries assisted.
        - Provide procurement documentation in compliance with most stringent procurement policies. (Verbal/Written quotes, RFB, RFP etc.)

- Provide copies of invoices for goods and services.
- Proof of payment - Provide copies of cancelled checks.

4. **CITY** will mail reimbursement checks the within thirty (30) working days if all supporting documentation and all requirements of the agreement are current.

5. **SUBRECIPIENT** agrees to maintain program and project files that include all project specific elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time during the life of the project and for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

EXHIBIT F
Procurement Policies
(If applicable)

1. For purchases ranging from $0.01-$2,000.00, the **SUBRECIPIENT** must use a purchase order. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must provide purchase orders, invoices, receipts and proof of payment/cancelled check(s).

2. For purchases ranging from $2,000.01-$29,999.99, the **SUBRECIPIENT** must obtain at least three written price quotations from vendors. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must the written price quotation on company letterhead, purchase orders, invoices, receipts and proof of payment/cancelled check(s).

3. For purchases over $30,000.00, **SUBRECIPIENT** must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance Bonding is required for projects over $25,000.00)

4. In the event that the **SUBRECIPIENT'S** procurement policies are more stringent than the **CITY'S** procurement policies, the **SUBRECIPIENT** must adhere to its own procurement procedures. The **SUBRECIPIENT** must notify the **CITY** when its own policies are more stringent.

EXHIBIT G
CFR, OMB, and Other Program Requirements
Website Addresses

24 CFR Part 570
https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

2 CFR Part 200
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CRF Part 200 Appendix II – Federal Contract Provisions
https://www.ecfr.gov/cgi-bin/text-idx?SID=fbb70fe83009e152ac327498f6ec18c4&node=ap2.1.200_1521.ii&rgn=div9

Other Program Requirements (See Subpart K)
https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/pdf/CFR-2017-title24-vol3-part570-subpartK.pdf

24 CFR Part 5
https://www.law.cornell.edu/cfr/text/24/part-5

Part 52-Intergovernmental Review of Department of Housing & Urban Development Programs and Activities
https://www.gpo.gov/fdsys/granule/CFR-2004-title24-vol1/CFR-2004-title24-vol1-part52

EXHIBIT H
Applicable Provision as stated in Section VIII
24 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

SUBPART D

POST AWARD REQUIREMENTS AND ADMINISTRATION
2 CFR Part 200.300-309

PROPERTY STANDARDS
2 CFR Part 200.310-316

PROCUREMENT STANDARDS

2 CFR Part 200.318-327

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING
2 CFR Part 200.328-330

SUBRECIPIENT MONITORING AND MANAGEMENT
2 CFR Part 200.331-333

RECORD RETENTION AND ACCESS
2 CFR Part 200.334-338

REMEDIES FOR NONCOMPLIANCE
2 CFR Part 200.339-343

CLOSEOUT
2 CFR Part 200.344

SUBPART E COST PRINCIPLES

SUBPART F AUDITS

EXHIBIT I
Faith-based Activities
24 CFR 570.200(j)

- (j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- (5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.
- (6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

EXHIBIT J
System for Awards Management
Registration Requirements

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a Unique Entity Identification (UEI) number to follow the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds.

As required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at https://uscontractorregistration.com/ or by calling 1-877-252-2700.

EXHIBIT K
Required forms

The Reimbursement Request, Program Application and Monthly Report must be submitted on or before the 10th of every month, starting the month after this agreement is executed.

- Reimbursement Request form
- Monthly Report
- CDBG Program Application (Presumed)

City of Edinburg Grants Administration Department

Reimbursement Request Form for Grant # B-24-MC-48-0503

Fiscal Year October 1, 202X thru September 30, 202X

Public Service Agency:	
Address:	
City/State/Zip Code:	
Contact Person:	
Contact Number:	

Reimbursement Request for the month(s) of:	**October 1, 202X**

Budget Categories	CDBG Budget	**Current Request**	YTD "PRIOR " Reimbursements	**Available Balance**
		-		
		-		
TOTALS	$ -	**$** -	$ -	$ -

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

xxxxxxxxxxxxxx, Executive Director | Date | 0001 Request No.

BENEFICIARY COUNT													
ETHNIC CATEGORIES	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**YTD**
Hispanic													0
Non-Hispanic													0
Total Hispanic/Non-Hispanic	0	0	0	0	0	0	0	0	0	0	0	0	0
RACE													
American-Indian/Alaskan Native													0
Asian													0
Black/African American													0
Native Hawaiian/Pac. Islander													0
White													0
Other													0
Total Racial Categories	0	0	0	0	0	0	0	0	0	0	0	0	0

INCOME LIMITS FY 201X	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**YTD**
Extremely Low (30%) Limits													0
Very Low (50%) Limits													0
Low (80%) Limits													0
Total Beneficiaries	0	0	0	0	0	0	0	0	0	0	0	0	0

Year-To-Date "PRIOR MONTHS"	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**
Reimbursements	$ -					
(Oct. 202X-Sept. 202X)	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**YTD Total**
	$ -	$ -	$ -	$ -	$ -	$ -

Initials

CDBG MONTHLY REPORT

ENTER NAME OF AGENCY HERE

Month Ending: October 31, 20XX

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
- **Number of Persons Assisted with New Access to Service/Benefit:**
- **Number of Persons Assisted with Improved Access to Service/Benefit:**
- **Number of Low-Mod Beneficiaries:**
- **Racial Data***:*
- **Number of Persons Served Living with a Disability:**
- **Number of Female Head of Households:**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:**

PERFORMANCE MEASURMENTS

Type of Outcome:

- **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities**.**

- **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

- **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)

Reviewed and approved by:

_____ _____

XXXXXX, Executive Director Date

CDBG PROGRAM APPLICATION
ENTITLEMENT COMMUNITY OF EDINBURG
Income Eligibility Certification Form

Presumed Status Application

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

This activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI Persons. (It means that the whole agency MUST meet this category of the listed presumption).

Presumed Activity	Mark one (x)	Must Obtain Source Documentation	Who gets copy?
Victims of Domestic Violence	☐	Copy of Law Enforcement Report & Referral form	Agency only
Abused Children	☐	Copy of Law Enforcement Report & Referral form	Agency only
Elderly (aged 62 or older)	☐	Government ID indicating birthday	Agency & City
Severely Disabled Adults	☐	Copy of Social Security disability award or Doctor's Certification	Agency & City
Illiterate Adult (unable to read & write)	☐	Agency employee must witness acknowledgement	Agency & City
AIDS (auto-Immune Deficiency Syndrome)	☐	Copy of Laboratory report or referral letter from Valley AIDS	Agency only
Migrant Farmworker	☐	Copy of Checkstub from out of area employer	Agency & City
Homeless Persons	☐	Service worker should verify with Emergency Shelter, Institution, Domestic Violence, Court Order Eviction and obtain the required documentation on where he/she has been sleeping.	Agency & City

A. Applicant Information

Applicant Initials/ID#: _____

Address: _____

City: _____ TEXAS Zip Code _____

Telephone # _____ Other Contact # _____

B. Does applicant live in the city limits? ☐ Yes ☐ No

C. Characteristics

1 Date of Birth _____ **AGE** _____

2 Hispanic ☐ Yes ☐ No

3 Race (mark X)

- ☐ White
- ☐ Asian
- ☐ Native Hawaiian/Other Pacific Islander
- ☐ Asian & White
- ☐ American Indian/Alaskan Native & Black
- ☐ Black / African American
- ☐ American Indian / Alaskan Native
- ☐ American Indian / Alaskan Native & White
- ☐ Black / African American & White
- ☐ Other Multi-Racial

WOMEN TOGETHER INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
NE6ZVRMAAKK3	**49MT2**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Dec 17, 2024**	
Physical Address	Mailing Address	
511 N Cynthia ST **Mcallen, Texas 78501-8712** **United States**	**511 N Cynthia ST** **Mcallen, Texas 78501-8712** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Women Together Foundation, Inc.**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 15	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Dec 20, 2023	**Dec 18, 2023**	**Jan 27, 2006**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Dec 1, 1978	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(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	Entity Type	Organization Factors
Corporate Entity (Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
Non-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.

Other Entity Qualifiers

Domestic Shelter

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**
EFT Indicator	CAGE Code
0000	**49MT2**

Points of Contact

Electronic Business

ESTELLA DE ANDA
511 N. Cynthia
Mcallen, Texas 78501
United States

JOSIE CONTRERAS
511 N. Cynthia
Mcallen, Texas 78501
United States

Government Business

ESTELLA DE ANDA
511 N. Cynthia
Mcallen, Texas 78501
United States

JOSIE CONTRERAS
511N. Cynthia
Mcallen, Texas 78501
United States

Past Performance

ESTELLA DE ANDA
511 N. Cynthia
Mcallen, Texas 78501
United States

JOSIE CONTRERAS
511 N. Cynthia
Mcallen, Texas 78501
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
CONSENT AGENDA
Agenda Item No: 13.B.
FEMA Public Assistance Grant Program DR-4798 Hurricane Beryl

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit an Application to the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA), under the FEMA Public Assistance Grant Program, DR-4798, and Execute All Grant Documents Related Thereto. [Claudia L. Farias, Director of Grants Administration]

2. **Description:**
The Federal Government declared a disaster, DR-4798, in the State of Texas and ordered Federal aid to supplement state, tribal and local recovery efforts in the areas affected by Hurricane Beryl from July 5 to July 9, 2024. Hidalgo County, and all municipalities within its jurisdiction, were included in the disaster declaration as areas eligible for Federal aid. Staff is preparing to submit a reimbursement request to the Texas Division of Emergency Management for Category B – Emergency Protective Measure expenses incurred during city-wide Hurricane Beryl preparations. These expenses include force account labor expenses for staff overtime, costs for purchase of materials, and equipment operations during the incident.

The City is seeking reimbursement for approximately $26,285.00, the maximum 75 percent of total Hurricane Beryl costs of $35,046.00 incurred by the Public Works and Parks and Recreation Departments.

The deadline to submit this application is Friday, October 18, 2024. Upon FEMA's and TDEM's review, award notification is anticipated in April 2025.

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

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager to submit an Application to the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA), under the FEMA Public Assistance Grant Program, DR-4798, and execute all grant documents relating thereto.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Claudia Farias, Director of Grants Administration

Attachments:
A. Resolution

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) UNDER THE FEMA PUBLIC ASSISTANCE GRANT PROGRAM DR-4798 AND EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the Federal Government declared a disaster in the State of Texas and ordered Federal aid to supplement state, tribal and local recovery efforts in the areas affected by Hurricane Beryl from July 5 to July 9, 2024; and,

WHEREAS, Hidalgo County, and all municipalities within its jurisdiction, were included in the disaster declaration as areas eligible for Federal aid; and,

WHEREAS, the City will submit a request for reimbursement to the Texas Division of Emergency Management for Category B – Emergency Protective Measure expenses incurred during city-wide Hurricane Beryl preparations up to 75 percent; and

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

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

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

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

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

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit an application to the Texas Division of Emergency Management and the Federal Emergency Management Agency under the FEMA Public Assistance Grant Program DR-4798 and to accept, alter, terminate and execute any and all grant documents on behalf of the City.

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

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

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 15th day of October 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine R. Solis
City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
CONSENT AGENDA
Agenda Item No: 13.C.
Organized Crime Drug Enforcement Task Forces (OCDETF)

1. **Agenda Item:**
Consider Authorizing the City Manager or Designee to Renew and Execute a Cooperative Agreement Between the City of Edinburg and the United States Department of Justice, Drug Enforcement Administration (DEA), for Participation in the Organized Crime Drug Enforcement Task Forces (OCDETF). [Jaime Ayala, Chief of Police]

2. **Description:**
The U.S. Department of Justice, Drug Enforcement Administration (DEA), will reimburse the City of Edinburg overtime funding for the assignment of one officer to work with the Organized Crime Drug Enforcement Task Forces and vehicle lease reimbursement. The officer will work jointly with DEA to conduct duties that include, but not limited to:

- disrupt the illicit drug traffic in the Edinburg, Texas, area by immobilizing targeted violators and trafficking organizations; and,
- gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
- conduct essential and authorized undercover operations and assist and engage in all traditional and routine investigations that will result in successful and effective Grand Jury indictments and/or Federal or State Court prosecutions.

Subject to the available annual appropriated funds, DEA will reimburse the City of Edinburg Police Department for overtime worked by the assigned officer and the vehicle lease.

The term of this agreement shall be effective from October 1, 2024 until September 30, 2025.

The cooperative agreement will allow the City to be reimbursed up to $21,740.50 in overtime funds for FY 2024, from the U.S. Department of Justice. The Police Department will benefit from the Organized Crime Drug Enforcement Task Forces due to asset forfeitures, seized vehicles and equipment. This agreement will allow one officer to continue to participate in the Organized Crime Drug Enforcement Task Forces.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager or Designee to Renew and Execute a Cooperative Agreement Between the City of Edinburg and the United States Department of Justice, Drug Enforcement Administration (DEA), for Participation in the Organized Crime Drug Enforcement Task Forces (OCDETF).

Reviewed by:
Jaime Ayala, Chief of Police
Jesus Saenz, Assistant City Manager

Approved - 10/11/2024
Final Approval - 10/11/2024

Prepared by:
Iris Alvarado, Management Services Administrator
Chad Dufner, Assistant

Police Chief

Attachments:

A. FY25 OCDETF SF Agreement
B. FY25 OCDETF SLOT Agreement+Addendum A&B

Organized Crime Drug Enforcement Task Forces
FY 2025 Agreement
For the Use of OCDETF Strike Force Programs

UEI #: K X Y W W J Z L A 2 Y 9 EFT* Indicator:

Federal Tax Identification: 7 4 - 6 0 0 0 7 1 4

* EFT indicator is required if there is more than one bank account associated with the UEI.

EXO USE ONLY
DC#: **B-32-**

Amount Requested: 795.00

From: October 1, 2024
Beginning Date of Agreement

To: September 30, 2025
Ending Date of Agreement

Strike Force Name: OCDEFT Strike Force Group D-81

Strike Force Address:
1200 N Commerce Center St.
McAllen, TX, 78501

Sponsoring Federal Agency: D.E.A.

Lead Investigator: Alfonso Perez
Phone Number: (956) 333-6721
Email Address: alfonso.perez@dea.gov

OCDETF Investigation Number: SW-TXS-1332

Federal Agency Investigation Number: M5-22-0006

State & Local Name: Edinburg Police Department

State & Local Address:
1702 S. Closner Blvd
Edinburg, TX, 78539

State & Local Supervisor: Jaime Ayala
Phone Number: (956) 289-7705
Email Address: jayala@cityofedinburg.com

Brief explanation of services/goods provided and basis for determining costs:

One vehicle leased from ACME Auto Leasing, LLc for the Edinburg Police Investigator assigned to the DEA Task Force.

Please provide the name, phone number, and email address for the **financial staff person(s)** who is/are directly responsible for the billing on the Reimbursement Request at the State & Local Organization and the person responsible for the **Sam.gov entity administration:**

Finance Contact: Claudia Tovias
Phone Number: (956) 388-1895
Email Address: ctovias@cityofedinburg.com

SAM.gov Entity Administrator: Jaime Ayala
Phone Number: (956) 289-7705
Email Address: jayala@cityofedinburg.com

LAW ENFORCEMENT SENSITIVE
The attached information must be protected and not released to unauthorized individuals.
- Not For Release in Discovery -

This Agreement is between the above-named State & Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by State & Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the OCDETF investigation or Strategic Initiative; the Operations Manager or Lead Strike Force Attorney; and the OCDETF Executive Office.

1. An Agreement for the use of the OCDETF Strike Force Program must be completed whenever a State & Local Law Enforcement Organization seeks reimbursement for permissible costs resulting from their participation in a Strike Force investigation. All agreements must be carefully reviewed and understood by the required approving officials.
2. It is agreed that the State & Local Law Enforcement Organization named on this agreement will assist in OCDETF investigations, Strategic Initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces Strike Force Program Policy and Procedures Manual.
3. This Agreement is limited to the amount of funds stated on the cover page of the agreement and no reimbursements will be made in excess of this amount prior to written approval from the Strike Force Operations Manager and the OCDETF Executive Office. Any request for modification for the funding amount or type of equipment (if different or more than originally approved) must be justified in writing and approved prior to the expenditure of funds. Monitoring of usage and the available authorized reimbursement balance is the responsibility of the sponsoring agency and the State & Local Law Enforcement Organization to the agreement.
4. Agreements are approved on a fiscal year basis. The fiscal year of the Federal Government begins on October 1st of a given year and ends on September 30th of the following year. An agreement must fall within a fiscal year period. Since investigations and initiatives frequently span two or more fiscal years, new Agreements must be initiated for each fiscal year. However, if a case is newly initiated during the fiscal year, the beginning agreement date should accurately reflect when the case will begin using Operations funding (beginning date of the Agreement through September 30). It is imperative that start dates are accurate on the agreement, as funds may be deobligated if there is prolonged inactivity.
5. If a State & Local Organization indicates that it no longer expects to expend funds obligated under a particular Agreement, any unexpended funds under that Agreement should be immediately deobligated and a Funding Change Notification identifying the amount to be deobligated shall be submitted by the Operations Manager/Lead Strike Force Attorney to the OCDETF EXO as soon as possible. Moreover, if an agreement does not have a bill entered in MIS within ninety (90) days of the agreement funding date (in MIS) or ninety (90) days between the last bill payment date (in MIS), the funds should be deobligated. Upon this occurrence, it is the responsibility of the Operations Manager/Lead Strike Force Attorney to submit a funding change notification to the State & Local Organizations stating that funding has been deobligated because of the ninety (90) day rule.
6. A list of costs for reimbursement by the Strike Force Program will be attached to each agreement. The total cost listed on the Cost Estimate Sheet should match the Amount

Requested on the Agreement Cover Page. The list must detail each expense expected to be purchased under the Agreement. For example, listing "Equipment" or "Surveillance Equipment" is unacceptable. Instead, all equipment should be listed separately (i.e., binoculars, cameras, camera mounts). Each expense listed on the cost estimate sheet must have a price quote submitted with the Agreement to verify the accuracy of the cost estimates. For the required Sub Object Code (SOC) please contact the OCDETF EXO analyst for accurate information.

7. The Operations Manager/Lead Strike Force Attorney must ensure the cumulative authorized expense commitments do not exceed the total Strike Force fund allocation
8. Reimbursement for any expenditure(s) above the Agreement amount must obtain prior approval by the Operations Manager/Lead Strike Force Attorney. Approval and a Cost Modification Form submitted to the OCDETF EXO are required before the extra expenses can be submitted for reimbursement being incurred. Note: this includes individual expenditure lines on the Agreement (for example, if there is a line for pole cameras, a line for rent, and a line for electric; the reimbursement for any one of those lines cannot be exceeded without a Cost Modification Form).
9. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a modification memo approved and signed by the Operations Manager/Lead Strike Force Attorney and forwarded to the OCDETF EXO.
10. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
11. Costs incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strike Force by a State & Local Law Enforcement Organization include the following: informant fees; purchase of evidence; travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; and rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances.
12. Rental payments cannot be reimbursed in advance and must be paid in arrears. Reimbursable Requests for rent are due on the first workday of a new month and must be for the month that just ended. Rent reimbursement depends on the permissibility and availability of funds under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code. Rental Reimbursement Requests can only be submitted within the period of performance on the Agreement. Any rent crossing the fiscal year must be split between the two fiscal years (For example, a rental agreement in which the performance dates are September 15th through October 15th will have to be split into two fiscal years. The first bill must be submitted in the current fiscal year to cover September 15th through September 30th. The second bill must be submitted in the following fiscal year to cover October 1st through October 15th.)
13. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force for the duration of its existence. All equipment should be tagged and

tracked throughout the duration of its existence. Once the investigation or initiative is concluded, usage and disposition are at the discretion of the purchasing State & Local Organization.

14. Reimbursement Requests MUST be submitted from the State & Local agency to the Operations Manager/Lead Strike Force Attorney for expenses and equipment purchases during the month. The monthly Reimbursement Request must only contain expenses incurred during the corresponding month. Any deviation from monthly billing must be approved by the Operations Manager/Lead Strike Force Attorney and the OCDETF EXO.
15. For reimbursement of any investigation related expenses or equipment, regardless of cost, the State & Local Law Enforcement Organizations must provide copies of all official procurement documents to the Operations Manager/Lead Strike Force Attorney along with the Reimbursement Request. Official procurement documents include purchase orders, service agreements, invoices, receiving documents, or related emails, and other vendor correspondence. If proper supporting documentation is not provided, OCDETF will not make reimbursement payments. Additionally, the cumulative amount of all reimbursements cannot exceed the Agreement amount without proper modification.
16. The sponsoring Federal agency considers DOJ a sharing participant of any assets seized and forfeited for the investigation.
17. The State & Local Law Enforcement Organization shall permit examination and auditing by representatives of OCDETF, the sponsoring Federal Agency, the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, all such records and reports shall be maintained until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of the agreement, whichever is later. Failure to provide proper documentation will limit State & Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State & Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R.50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. Electronic Funds Transfer Process
    a) The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth, agreed to herein represent projections only, and are based upon consultation between the Strike Force and the State & Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By: _____ Chief of Police _____

Authorized State & Local Official *Title* *Date*

Jaime Ayala

Print Name

Approved By: _____

Operations Manager/Lead Strike Force Attorney *Title* *Date*

_____

Print Name

Funds are encumbered for the State & Local Organization costs specified above. **Subject to availability of funds**.

Approving Official: _____

OCDETF Executive Office *Date*

Organized Crime Drug Enforcement Task Forces
Strike Force Agreement Cost Estimate

Name of Strike Force: OCDEFT Strike Force Group D-81

OCDETF Investigation Number: SW-TXS-1332

The following is an estimate of operational costs expected to be incurred by State & Local law enforcement in an OCDETF Strike Force investigation. These costs are reimbursable under this agreement, subject to the availability of funds.

	Summary Description	SOC	Amount
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10.			
11.			
12.			
13.			
		TOTAL:	$ 0.00

LAW ENFORCEMENT SENSITIVE
The attached information must be protected and not released to unauthorized individuals.
- Not For Release in Discovery -

Organized Crime Drug Enforcement Task Forces
FY 2025 Agreement
For the Use of the State & Local Overtime and Authorized Expenses / Strategic Initiative Program

UEI #: K X Y W W J Z L A 2 Y 9 EFT* indicator: ☐☐☐☐

Federal Tax Identification: 7 4 - 6 0 0 0 7 1 4

*EFT indicator is required if there is more than one bank account associated with the UEI.

EXO USE ONLY
DC#: **B-32-** _____

Amount Requested: $ 21,740.50
Amount requested should match the amount calculated on the Initial Funding Form, Page 2

Number of Officers Listed: 1

OCDETF Investigation / Strategic Initiative Number: SW-TXS-1332

Operation Name: Raggyed Ropa

From: October 1, 2024
Beginning Date of Agreement

To: August 31, 2025
Ending Date of Agreement

Federal Agency Investigations Number: M5-22-0006

Sponsoring Federal Agency(ies):
Drug Enforcement Administration

State & Local Organization

Supervisor: Jaime Ayala

Phone Number: (956) 289-7705

Email Address: jayala@cityofedinburg.com

Group / Squad Supervisor: GS Alfonso Perez

Phone Number: (956) 333-6721

Email Address: alfonso.perez@dea.gov

State & Local Organization Name:
Edinburg Police Department

State & Local Address:
1702 S. Closner Blvd
Edinburg, Texas, 78539

Addendum A in use? Y ☑ N ☐

Please provide the name, phone number, and email address for the **financial staff person(s)** who is/are directly responsible for the billing on the Reimbursement Request at the State & Local Organization and the person responsible for the **Sam.gov entity administration:**

Finance Contact: Claudia Tovias

Phone Number: (956) 388-1895

Email Address: ctovias@cityofedinburg.com

SAM.gov Entity Administrator: Jaime Ayala

Phone Number: (956) 289-7705

Email Address: jayala@cityofedinburg.com

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- Not For Release in Discovery -

Organized Crime Drug Enforcement Task Forces

FY 2025 Agreement Initial Funding Form
For the Use of the State & Local Overtime and
Authorized Expenses / Strategic Initiative Program

OCDETF Case #: SW-TXS-1332

Amount Requested: $ 21,740.50

This amount should be entered on Page 1 of the Reimbursable Agreement.

Please note: The amount requested should cover your active investigation plan from the agreement start date (which cannot be prior to the case approval date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.

Agreement Activity: *(Please check all that apply)*

☑ Surveillance ☑ Takedown ☑ Trial/Court ☑ Wire ☐ Approved ☑ Pending ☐ Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

Factors to Consider when Determining the Initial Agreement Amount: *(Required)*

Average Officer Overtime Rate::	Estimated overtime hours for your active investigation plan, from the agreement start date:	Prior year agreement spending, if any:

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

Based on previous overtime spending and current case load by Edinburg PD Task Force Officer (TFO) it is estimated that the amount needed for FY 2025 will be the maximum allowed under OCDETF guidelines. Current OCDEFT investigation that is led by Edinburg PD TFO will entail a Title III, extensive surveillance and case coordination as well as controlled deliveries throughout the U.S. It is estimated that the overtime costs will remain consistent with previous years when TFO used all the allotted overtime and extra overtime costs were covered by TFO's parent agency.

This Agreement is between the above-named State & Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by State & Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement Officers to the OCDETF investigation or Strategic Initiative; the Sponsoring Federal Agency Special Agent in Charge (SAC), or designee, of the sponsoring Federal Agency field office where the State & Local Officers will be working; the sponsoring Agency Regional OCDETF Coordinator; the Regional OCDETF Director,or designee; and the OCDETF Executive Office (EXO).

1. It is agreed that the State & Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State & Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2025.
2. No individual Agreement with a State & Local Law Enforcement Organization may exceed $25,000; and the cumulative amount of OCDETF State & Local overtime monies that may be expended on a single OCDETF investigation within a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF EXO will entertain requests to exceed these funding levels; however, there will be increased scrutiny from management pursuant to levels of funding requested. To receive approval to exceed this level of funding, a Cap Waiver Request Form approved by the Regional Director, must be sent to the to the OCDETF Internal Auditor and OCDETF Budget Mailbox (ocdetf.budget.mailbox@usdoj.gov).
3. Each Reimbursable Agreement will be allowed no more than five (5) modifications per year. If the funds for a particular Agreement are completely deobligated with the intention of closing the Agreement, it will not count as a modification for purposes of this policy. No increase modifications should be submitted if there are no bills entered on the Agreement in MIS. These amendments or changes must be submitted as a Modification Memo, signed by the Regional OCDETF Director, or designee, and sent to the OCDETF EXO in a timely manner not to exceed thirty (30) days. The signed Modification Memo should be returned to the State & Local Organization, included in the region's State & Local agreement file, and be available upon request.
4. If an Agreement does not have a bill entered in MIS within ninety (90) days of the Agreement funding date (in MIS) or ninety (90) days between the last bill payment date (in MIS), the funds should be deobligated. [For example, if an Agreement is dated October 1st, and there is no activity by December 30th, the Agreement's funds should be deobligated.] The Regional Program Specialist Assistant/Program Specialist will routinely run 90-day inactivity reports from MIS to identify inactive Agreements eligible for deobligation. The OCDETF EXO will assist with monitoring aging Agreements. Furthermore, if a State & Local Law Enforcement Organization determines there will be no additional work performed under a particular Agreement, a funding change notification (modification memo) identifying the amount to be deobligated should be submitted to the OCDETF EXO as soon as possible.
5. The State & Local Law Enforcement Organization agrees to provide experienced Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.
6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State & Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

9. Officers assigned to OCDETF investigations or Strategic Initiatives are expected to work full-time (as defined by the State & Local Law Enforcement Organization) on the investigation(s) or Strategic Initiative(s) to be paid overtime. To satisfy the "full-time" expectation, at a minimum a Law Enforcement Officer should work forty (40) hours per week as defined by the State & Local Law Enforcement Organization or eight (8) hours per day on a single, or multiple, OCDETF investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be approved by the RCG and attached as an Addendum A to the Agreement. Officers not meeting the full-time expectation will not be reimbursed for overtime without an approved exception or waiver in the Addendum A. If the Addendum A allows for zero regular hours to be worked, it must also limit the number of overtime hours allowed in a billing month with zero regular hours (the limit established is up to the discretion of the RCG but should be explicitly mentioned in Addendum A if allowed).
10. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.
11. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed (the FY25 amount not to be exceeded by each individual is $21,740.50). The State & Local Organization is responsible for ensuring that this annual payment is not exceeded. The OCDETF Program Specialist, or designee, will monitor these payments through MIS and communicate to the Federal Agency Regional OCDETF Coordinators, who provide status updates to any officer approaching the threshold.
12. The Overtime Log (page 2 of the Reimbursement Request) must be attached to the Reimbursement Request when submitting the monthly invoices. When completing the Overtime Log, each column must be completed with the totals reported at the bottom. The Overtime Log must include the officer's name from the Agreement or Officer Modification Form, the number of regular hours worked, the number of overtime hours worked, the overtime rate, and the cumulative overtime total of each State & Local Officer on all federal cases such as HIDTA, Safe Streets, etc. Do not leave any columns blank; enter "0" for any columns with a non-applicable amount. The 'Totals' row of Columns A, B, D, and E must match the amounts listed on the Reimbursement Request. Additionally, the Reimbursement Request contains an officer's Overtime Log for tracking individual officer's hours. The column in the overtime log titled 'Other Federal Overtime earned this Fiscal Year' should be used to track other federal non-OCDETF cases (i.e., Safe Streets, HIDTA, IRS, HSI, FEMA, etc.) overtime hours earned in the fiscal year, so when combined with the officer's total OCDETF overtime hours the individual officer's total federal overtime hours can be tracked towards the 25% threshold.
13. Under no circumstances will the State & Local Organization charge any indirect costs for the administration or implementation of this Agreement.
14. The State & Local Law Enforcement Organization shall maintain paper or electronic records for a period of six (6) years. Accurate and complete records must account for all obligations and expenditures of funds under the agreement in accordance with generally accepted accounting principles to facilitate on-site auditing and inspection.
15. The RCG is also responsible for identifying and implementing any additional policy requirements for its specific region, as needed. Regional policies are documented in the Addendum B of approved Agreements. The agencies must adhere to these additional requirements unless they have written approval by the RCG for any exceptions to the regional policies.

16. The sponsoring Federal Agency considers DOJ as a sharing participant of any assets seized and forfeited for the investigation.
17. Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State & Local Law Enforcement Organization include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual dollar ($) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.
18. The State & Local Law Enforcement Organization shall permit examination and auditing by representatives of OCDETF, the sponsoring Federal Agency, the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, all such records and reports shall be maintained until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of the agreement, whichever is later. Failure to provide proper documentation will limit State & Local Law Enforcement Organizations from receiving OCDETF funding in the future.
19. The State & Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin, or handicap.
20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State & Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of AFF funds per the approval and signature of the OCDETF EXO obligating authority. The OCDETF EXO will approve and certify all terms and conditions of the Agreement have been met.

Approved By: Chief of Police

Authorized State & Local Official *Title* *Date*

Jaime Ayala

Print Name

Approved By: _____

Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

_____

Print Name

Approved By: _____

Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____

Assistant United States Attorney Regional OCDETF Director/Program Specialist *Date*

Funds are encumbered for the State & Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds**.

Approving Official: _____

OCDETF Executive Office *Date*

Organized Crime Drug Enforcement Task Forces

FY 2025 State & Local Law Enforcement Officers Assigned to Participate in the State & Local Overtime and Authorized Expenses / Strategic Initiative Program

State & Local Organization: Edinburg Police Department

OCDETF Investigation / Strategic Initiative Number: SW-TXS-1332

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	Name*	Title / Rank	DOB
1.	Arnaldo Ysquierdo Jr.	P.O. III	6/18/1972
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

*Please list the Name that matches the Officer's pay statements (first/last names only) - these exact names must be listed on the Reimbursement Request.

OCDETF Officer Form (Continued)

State & Local Organization: Edinburg Police Department

OCDETF Investigation / Strategic Initiative Number: SW-TXS-1332

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	Name*	Title / Rank	DOB
11.			
12.			
13.			
14.			
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31.			
32.			

*Please list the Name that matches the Officer's pay statements (first/last names only) - these exact names must be listed on the Reimbursement Request.

Addendum A

Definition of "Full-Time Participation" Exemption

The Southwest Region Coordination Group State and Local OVERTIME POLICY

For purposes of reimbursing OCDETF overtime claims, the following applies:

1. Work 40 hours per week on a single OCDETF investigation or multiple OCDETF investigations; or

2. If the officer/agent is not assigned full time to a task force working exclusively OCDETF investigations, then the officer/agent is required to work 8 hours regular time in a given day toward the OCDETF investigation before claiming any overtime; or

3. To accommodate exigent unforeseen circumstances when effective management of dedicated resources cannot handle a particular enforcement action, overtime hours incurred may be reimbursed without the officer/agent having worked an 8 hour shift dedicated to the investigation, provided that the officer/agent is diverted from normal shift work to accommodate the need at the request of a supervisor of a federal agency.

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforeseen exigent circumstances, that is, when the enforcement action is complete, no additional overtime will be reimbursed without compliance with 1 or 2 above. Under no circumstances will more than 24 overtime hours per month per state/local entity be reimbursed under this provision. The federal agency supervising the enforcement action should notify the appropriate Regional Coordinator of the enforcement action and overtime hours incurred by the State and Local Department(s) promptly.

Exemptions will be considered on a case by case basis per individual incident. All approvals are subjected to the availability of funds.

A written justification for any waiver request where no regular hours were worked, under exceptions # 2 and #3, must be attached to each affected claim for reimbursement.

Any Other Exceptions or Justifications

NONE

ADDENDUM B
TO STATE AND LOCAL OVERTIME AGREEMENT
STRATEGIC INITIATIVE FUNDING REQUEST

Note: The following <u>ONLY</u> pertains to Strategic Initiative Funding Requests

State and Local agencies acknowledge that all proposed expenditures requested under State and Local Overtime funds are conditioned upon the Southwest Regional Coordination Group (RCG) approval concurrent with any pre-approval process by the OCDETF Executive Office before funding is initiated.

Furthermore, the requesting State and Local agencies acknowledge that any approval process from the State and Local Overtime funds are considered reimbursable expenditures.

Any State and Local agency seeking Strategic Initiative Funding should initially contact the federal agency point of contact. The federal agency point of contact will coordinate further responses with the RCG.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
CONSENT AGENDA
Agenda Item No: 13.D.
FY 2025 TxDOT STEP-IDM (Impaired Driving Mobilization) Grant Program

1. **Agenda Item:**
Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2024-2025 Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization (IDM) Grant Program and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The City was advised on September 16, 2024 there was a funding opportunity for the submission of compensation of overtime and fringe costs. The submission deadline for this program was on October 4, 2024 which did not provide the opportunity of ample time for city staff to present the resolution to City Council prior to the submission of the grant application. Due to the time constraints, as a result, staff submitted the Texas Department of Transportation application for Fiscal Year 2024-2025 Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization (IDM) and is requesting City Council's consideration and approval for ratification of the submission of the grant opportunity project.

The Fiscal Year 2025 Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization (IDM) Grant will provide grant funding for local law enforcement agencies to conduct driving while intoxicated (DWI) enforcement activities. The STEP-IDM Grant will fund up to 80 percent of law enforcement overtime activities. The grant requires a 20 percent match. Based on alcohol related crash data, the City's anticipated maximum award amount is approximately $77,308.25 with a required local match of approximately $20,448.03 for an approximate total project cost of $97,756.28.

The grant's deadline is October 4, 2024 and the award notification is anticipated by November 2024. The period of performance is four 2-week mobilization periods focused on combatting impaired driving during the following holiday periods:
Christmas-New Year's (December 13, 2024 – January 01, 2025)
Spring Break (March 07, 2025 – March 24, 2025)
Independence Day (June 26, 2025 – July 13, 2025)
Labor Day (August 15, 2025 – September 01, 2025)

3. **Staff's Recommendation:**
Approve Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2024-2025 Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization (IDM) Grant Program and to Execute Grant Documents Relating Thereto.

Reviewed by:
Jaime Ayala, Chief of Police
Jesus Saenz, Assistant City Manager

Prepared by:
Iris Alvarado, Management Services Administrator

Attachments:

A. FY25 TxDOT STEP IDM Resolution_09.30.2024

RESOLUTION NO. ____

THE STATE OF TEXAS	**§**	**RESOLUTION RATIFYING THE CITY MANAGER'S SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE FISCAL YEAR 2024-2025 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) – IMPAIRED DRIVING MOBILIZATION (IDM) GRANT AND TO EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City of Edinburg finds it is the best interest of the citizens of the City of Edinburg that a grant application be submitted to the Texas Department of Transportation for the Fiscal Year 2024-2025 Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization (IDM) Grant; and

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

WHEREAS, the STEP grant will fund up to 80 percent of law enforcement overtime activities, and a local match of approximately 20 percent will be required; and

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Texas Department of Transportation funds, the City of Edinburg assures that the funds will be returned to the Texas Department of Transportation in full; and

WHEREAS, the City of Edinburg desires to designate the City Manager as the grantee's authorized official, who has the power to apply for, accept, alter, terminate and execute related documents for the grant award on behalf of the City.

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

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

SECTION 2: The City Council hereby ratifies the City Manager's submission of the grant application to the Texas Department of Transportation and to comply with applicable grant requirements by the funding source, accept, alter, terminate and execute related documents on behalf of the City.

SECTION 3: The STEP grant will fund up to 80 percent of law enforcement overtime activities, and the City agrees to provide the 20 percent local match as required.

SECTION 4: 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 5: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 15th day of October, 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: _____
Josephine Ramirez Solis
City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
CONSENT AGENDA
Agenda Item No: 13.E.
FBI MOU

1. **Agenda Item:**
Consider Authorizing the City Manager or Designee to Renew a Memorandum of Understanding (MOU) Between the Federal Bureau of Investigation (FBI) and the Edinburg, Texas Police Department (EPD). [Jaime Ayala, Chief of Police]

2. **Description:**
The Federal Bureau of Investigation (FBI) will reimburse the Edinburg, Texas Police Department (EPD) overtime funding for the assignment of one (1) officer to the San Antonio Hybrid Task Force, stationed in the McAllen FBI Office.

The purpose of this MOU is to delineate the responsibilities of the San Antonio Hybrid Task Force Transnational Organized Crime Western Hemisphere Task Force (SAHTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation.

The mission of the San Antonio Hybrid Task Force is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, robbery, crimes of violence such as murder and aggravated assault, and financial crimes such as fraud that further facilitate these violations. The San Antonio Hybrid Task Force will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager or Designee to Renew a Memorandum of Understanding (MOU) Between the Federal Bureau of Investigation (FBI) and the Edinburg, Texas Police Department (EPD). [Jaime Ayala, Chief of Police]

Reviewed by:
Jaime Ayala, Chief of Police
Jesus Saenz, Assistant City Manager

Prepared by:
Chad Dufner, Assistant Police Chief

Attachments:
A. FBI San Antonio Hybrid Task Force 2024

FEDERAL BUREAU OF INVESTIGATION
SAN ANTONIO HYBRID TASK FORCE (SAHTF)
TRANSNATIONAL ORGANIZED CRIME
WESTERN HEMISPHERE
MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the **EDINBURG, TEXAS POLICE DEPARTMENT** (EPD). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the San Antonio Hybrid Task Force Transnational Organized Crime Western Hemisphere Task Force (SAHTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation.

4. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

5. The mission of the San Antonio Hybrid Task Force is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, robbery, crimes of violence such as murder and aggravated assault, and financial crimes such as fraud that further facilitate these violations. The San Antonio Hybrid Task Force will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

SUPERVISION AND CONTROL

A. Supervision

6. Overall management of the task force shall be the shared responsibility of the participating agency heads and/or their designees.

7. The Special Agent in Charge (SAC) of the FBI San Antonio Division shall designate one Supervisory Special Agent (SAHTF Supervisor) to supervise the SAHTF. The SAHTF Supervisor may designate a Special Agent to serve as the SAHTF Task Force Coordinator (Task Force Coordinator). Either the SAHTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SAHTF.

8. Conduct undertaken outside the scope of an individual's SAHTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SAHTF Supervisor or Task Force Coordinator.

9. SAHTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.

10. Continued assignment of personnel to the SAHTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SAHTF Supervisor will also retain discretion to remove any individual from the SAHTF.

B. Case Assignments

11. The FBI SAHTF Supervisor will be responsible for opening, monitoring, directing, and closing SAHTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

12. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SAHTF Supervisor.

13. For FBI administrative purposes, SAHTF cases will be entered into the relevant FBI computer system.

14. SAHTF personnel will have equal responsibility for each case assigned. SAHTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

15. The head of each participating agency shall determine the resources to be dedicated by that agency to the SAHTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

16. It is agreed that matters designated to be handled by the SAHTF will not knowingly be subject to non-SAHTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SAHTF's existence and areas of concern.

17. It is agreed that there is to be no unilateral action taken on the part of the FBI or the Edinburg Police Department relating to SAHTF investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out.

18. SAHTF investigative leads outside of the geographic areas of responsibility for the FBI San Antonio Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

19. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SAHTF personnel will be limited to those situations where it is essential to the effective performance of the SAHTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.

20. Non-FBI SAHTF personnel must not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SAHTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

21. In those instances where the Edinburg Police Department provides a CHS, the FBI may, consistent with FBI policy, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

22. Applicable United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SAHTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

23. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SAHTF investigation must be in accordance with applicable United States Attorney General's Guidelines and FBI policy, regardless of whether the handling agency is an FBI SAHTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SAHTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

24. Records or reports created or obtained by the SAHTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of the FBI. If such records are shared outside of the SAHTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the **Edinburg Police Department** receives a request pursuant to Texas's public records statute, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose SAHTF records, the Edinburg Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.

25. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SAHTF personnel may be made available for inclusion in the respective investigative agencies' files as appropriate.

26. SAHTF reports prepared in cases assigned to SAHTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.

27. Records and reports generated in SAHTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SAHTF.

28. SAHTF investigative records maintained at the FBI San Antonio Division of the FBI will be available to all SAHTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.

29. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SAHTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SAHTF personnel.

30. All SAHTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into Edinburg Police Department's files rests with the discretion of supervisory personnel of the concerned agencies, subject to FBI SSA approval.

31. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

32. The Parties acknowledge that this MOU may provide SAHTF personnel with access to information about U.S. persons which is protected by the Privacy Act of

1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SAHTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

33. No information possessed by the FBI, to include information derived from informal communications between SAHTF personnel and FBI employees not assigned to the SAHTF may be disseminated by SAHTF personnel to non SAHTF personnel without the approval of the SAHTF Supervisor and in accordance with the applicable laws and internal regulations, procedures, policies, or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SAHTF personnel will not provide Edinburg Police Department information to the FBI that is not otherwise available to it unless authorized by appropriate Edinburg Police Department officials.

34. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant, and such disclosure is consistent with relevant statutes, applicable United States Attorney General's Guidelines, and FBI policy.

35. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

36. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

37. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

38. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations, and policies governing each party.

PROSECUTIONS

39. SAHTF investigative procedures, whenever practicable, are to conform to the

requirements which would allow for either federal or state prosecution.

40. A determination will be made on a case-by-case basis whether the prosecution of SAHTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SAHTF.

41. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SAHTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal and policy limitations.

A. Investigative Methods/Evidence

42. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

43. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

44. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

45. All SAHTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and policies and applicable United States Attorney General's Guidelines, including the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL DEVICES

46. The parent agency of each individual assigned to the SAHTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-than-lethal devices that the parent agency has issued to the individual, and that

the individual has been trained in accordance with the agency's policies and procedures.

47. The parent agency of each individual assigned to the SAHTF will ensure that the agency's policies and procedures for use of any less-than-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the Department of Justice (DOJ) May 16, 2011 policy statement on the Use of Less-Than-Lethal Devices.

48. Pursuant to Section VIII of the May 16, 2011 DOJ Policy on the Use of Less-Than-Lethal Devices, all state/local officers participating in joint task force operations must be made aware of and adhere to this DOJ policy and its limits on DOJ officers.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

49. SAHTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

50. Local and state law enforcement personnel designated to SAHTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SAHTF or until the termination of the SAHTF, whichever comes first.

51. Deputized SAHTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

52. In furtherance of this MOU, employees of Edinburg Police Department may be permitted to drive FBI owned or leased vehicles for official SAHTF business and only in accordance with applicable FBI policy, rules, and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to Edinburg Police Department SAHTF personnel will require the execution of a separate Vehicle Use Agreement.

53. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SAHTF business.

54. The FBI and the United States will not be responsible for any tortious act or omission on the part of Edinburg Police Department and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by Edinburg Police Department SAHTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

55. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by Edinburg Police Department SAHTF personnel while engaged in any conduct other than their official duties and assignments under this MOU.

56. To the extent permitted by applicable law, Edinburg Police Department agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by Edinburg Police Department SAHTF personnel which is outside the scope of their official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

57. The FBI and Edinburg Police Department remain responsible for all personnel costs for their SAHTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 58 below.

58. Subject to funding availability and legislative authorization, the FBI will reimburse to Edinburg Police Department the cost of overtime worked by non-federal SAHTF personnel assigned full- time to SAHTF, provided overtime expenses were incurred as a result of SAHTF related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and Edinburg Police Department for full-time employee(s) assigned to SAHTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable Edinburg Police Department overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

59. Property utilized by the SAHTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the, will be SAHTF maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SAHTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SAHTF, will be the financial responsibility of the agency supplying said property.

FUNDING

60. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU.

61. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way

implies that Congress will appropriate funds for such expenditures.

FORFEITURES

62. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SAHTF operations.

63. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SAHTF investigations may be equitably shared with the agencies participating in the SAHTF.

DISPUTE RESOLUTION

64. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SAHTF's objectives.

65. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

66. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and Edinburg Police Department policy and guidelines.

67. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final written approval.

SELECTION TO SAHTF AND SECURITY CLEARANCES

68. If an Edinburg Police Department candidate for the SAHTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.

69. If, for any reason, the FBI determines that an Edinburg Police Department candidate is not qualified or eligible to serve on the SAHTF, the Edinburg Police Department will be so advised, and a request will be made for another candidate.

70. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

71. Before receiving unescorted access to FBI space identified as an open storage facility, SAHTF personnel will be required to obtain and maintain a Top Secret security clearance. SAHTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.

72. Upon departure from the SAHTF, each individual whose assignment to the SAHTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreements to which he or she previously agreed.

LIABILITY

73. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SAHTF.

74. The Edinburg Police Department shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the SAHTF or otherwise relating to the SAHTF. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SAHTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

75. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671- 2680: An individual assigned to the SAHTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any SAHTF personnel.

76. For the limited purpose of defending against a civil claim arising from an alleged violation of a federal statute or of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971), an individual assigned to the SAHTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI San Antonio Division who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are

determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SAHTF personnel.

77. Liability for any conduct by SAHTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States.

DURATION

78. The term of this MOU is for the duration of the SAHTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the participating agencies.

79. Any participating agency may withdraw from the SAHTF at any time by written notification to the FBI SSA with designated oversight for investigative and personnel matters or program manager of the SAHTF at least 30 days prior to withdrawal.

80. Upon termination of this MOU, all equipment provided to the SAHTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SAHTF participation.

MODIFICATIONS

81. This agreement may be modified at any time by written consent of all involved agencies.

82. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

_____ _____

Aaron G. Tapp
Special Agent in Charge
Federal Bureau of Investigation

Date

_____ _____

Jaime Ayala
Police Chief
Edinburg Police Department

Date

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
CONSENT AGENDA
Agenda Item No: 13.F.
FY 2024 Edward Byrne Memorial Justice Assistance Grant

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Justice, Under the Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant Program, and Execute All Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The U.S. Department of Justice announced the solicitation of grant applications for the Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant Program on September 04, 2024. The Grant Program provides state and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs including indigent defense, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs. The total amount allocated to the City of Edinburg is $23,655.

The Edinburg Police Department will request four (4) portable radios and associated accessories totaling approximately $23,655, with no matching funds required. In the event that additional funds are required, funds will come from the Edinburg Police Department's FY 2024-2025 Operating Budget.

The grant has two deadlines: October 16, 2024 for the federal Grants.gov submission, and on October 22, 2024 for the USDOJ's Just Grants portal. The period of performance is two years, beginning October 1, 2023 through September 30, 2025. Funds must be expended by September 30, 2025. The award notification is anticipated in early 2025.

No matching funds are required.

Fund/Division/Source for any additional funds: Edinburg Police Department's FY 2024-2025 Operating Budget.

Procurement will adhere to federal and City of Edinburg Procurement Policies. The grant will allow the City to be awarded $23,655 from the U.S. Department of Justice. The funding will equip the Police Department with four portable radios and associated accessories. If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of Justice, under the Fiscal Year 2024 Local Edward Byrne Memorial Justice Assistance Grant Program, and Execute all Grant Documents Relating Thereto.

Reviewed by:
Jaime Ayala, Chief of Police
Jesus Saenz, Assistant City Manager

Prepared by:
Iris Alvarado, Management Services Administrator

Attachments:
A. FY 2024 JAG RESOLUTION

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, UNDER THE FISCAL YEAR 2024 LOCAL EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AND EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, The City of Edinburg finds it is the best interest of the residents to submit a grant application to the U.S. Department of Justice, under the Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant Program to purchase four (4) portable police radios and associated accessories, and,

WHEREAS, the grant requires no local match; and,

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

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Department of Justice funds, the City of Edinburg assures that the funds will be returned to the Department of Justice in full; and,

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

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

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

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the U.S. Department of Justice, under the Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant Program, and accept, alter, terminate and execute any and all grant documents on behalf of the City.

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

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

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 15th day of October 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine R. Solis
City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
CONSENT AGENDA
Agenda Item No: 13.G.
Awarding Bid No. 2024-18

1. **Agenda Item:**
Consider Awarding Bid No. 2024-18, New Tires, Retread, and Flat Repair Services to Goodyear Tire & Rubber Company and Southern Tire Mart, LLC for New Tires; Retreads to Oyervides Tire Service, LLC; and Flat Repair Services to Oyervides Tire Service, LLC and Goodyear Tire & Rubber Company Based on Unit Prices. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
On Tuesday, September 24, 2024, bids were opened for Bid No. 2024-18, New Tires, Retread, and Flat Repair Services. A total of four (4) bids were received and opened. After review and tabulation, it was revealed that Goodyear Tire & Rubber Company and Southern Tire Mart, LLC are the lowest bidders per unit price, meeting specifications for the specific New Tires. Review also yielded some items for which vendors failed to meet the listed specifications or were non-responsive as listed, which will be re-bid under separate cover and will be awarded as such. These tires will replace existing tires that have reached the end of their useful life and are due for replacement.

Along with the pricing for new tires, the department also requested pricing for Retread Services. Retreading in conjunction with our new tire purchase is used as an alternate source for maintaining our tire inventory. The retread process is an alternative process by which the old worn tread on a tire is removed and a new tread is bonded to it to replace it. All new tires purchased by the city with undamaged casings may be retreaded two to three additional times; thus, extending the useful life of the tire casing, as long as the casing passes a three-part safety inspection process. The retreading of our tires allows the true use of the tire core through the true end of its life cycle and allows us the ability to acquire a full tread tire at half the cost of a new replacement, making this process financially and operationally practical. Our Fleet Maintenance Program has been retreading tires used on our refuse trucks with good results. A review and tabulation revealed that Oyervides Tire Service, LLC was the lowest bidder, per unit price, meeting specifications for Retread Services.

Lastly, pricing was also requested for Tire Repair Services. Under conditions of normal wear and tear, carrying heavy loads, construction and infrastructure work and accidentally running over debris, tires get damaged or become flat and need to have on road or on-site repair. Prospective vendors were requested to provide pricing for mobile service 24 hours a day, seven days a week to allow for immediate tire repair services. Tire repair services will be provided on an as-needed basis and will include emergency and non-emergency field services as well as services performed at City location. These services are necessary to return all types of disabled Departmental Vehicles and equipment to service in the event of a tire failure. A review and tabulation revealed that Oyervides Tire Service, LLC and Goodyear Tire & Rubber Company, were the top two lowest bidders, per unit price as listed, meeting specifications for Tire Repair Services. It is in the City's best interest to award to the top two bidders, in the event that the first bidder, Oyervides Tire Service, LLC, is unable to provide services within the allocated response time the City may elect to utilize the second bidder, Goodyear Tire & Rubber Company, to provide such services.

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

	Vendor	Amount
1.	Oyervides Tire Service, LLC	Unit Price Listed in Attachment A
2.	Southern Tire Mart, LLC	Unit Price Listed in Attachment A
3.	Goodyear Tire & Rubber Company	Unit Price Listed in Attachment A
4.	T&W Tire LLC	Unit Price Listed in Attachment A

The City of Edinburg has previously done business with Goodyear Tire & Rubber Company, Southern Tire Mart, LLC and Oyervides Tire Service, LLC.

Staff has verified that Goodyear Tire & Rubber Company, Southern Tire Mart, LLC and Oyervides Tire Service, LLC owe no monies to the City. Funding is available through the FY 2024-2025 Budget under Solid Waste Management Fund, Contractual and Maintenance/Supplies, Material and Small Equipment, Motor Vehicles – Maintenance, Machines & Equipment, Motor Vehicles – Supplies, and Machines & Equipment.

If approved, projected delivery is expected to be fulfilled as needed after issuance of the Purchase Order. Bidder will be responsible for securing sufficient stock.

3. Staff's Recommendation:

Approve Awarding Bid No. 2024-18, New Tires, Retread, and Flat Repair Services to Goodyear Tire & Rubber Company and Southern Tire Mart, LLC for New Tires; Retreads to Oyervides Tire Service, LLC; and Flat Repair Services to Oyervides Tire Service, LLC and Goodyear Tire & Rubber Company based on unit prices.

Reviewed by:		**Prepared by:**
Ramiro Gomez, Director of Solid Waste Management	Approved - 10/11/2024	Dalinda Cardenas, Administrative Specialist
Tomas Reyna, Assistant City Manager	Final Approval - 10/11/2024	

Attachments:

A. Bid Recommendation
B. Notice to Bidders
C. Oyervides Tire Service, LLC
D. Southern Tire Mart, LLC
E. The Goodyear Tire & Rubber Company
F. T&W Tire LLC
G. Bidders List
H. Service Agreement - New Tires, Retread and Flat Repair Services

THE CITY OF Edinburg

Bid 2024-18 - New Tires, Retread, and Flat Tire Repair Services
Opening Date: Tuesday, September 24, 2024

		Vendors:	Oyervides tire service LLC	Southern Tire Mart, LLC	The Goodyear Tire & Rubber Company	T&W Tire LLC
Steer Axle Tires						
Item	**Tire Sizes**	**Estd Qty**	**Bid Price Per Unit**	**Bid Price Per Unit**	**Bid Price Per Unit**	**Bid Price Per Unit**
11.1	11R22.5	62	No Bid	$447.24	$394.06	*
11.2	315/80R22.5	80	No Bid	$515.25	$495.91	*
11.3	385/65R22.5	8	No Bid	$624.24	$808.86	*
11.4	425/65R22.5	8	No Bid	$673.00	$725.90	*
Drive Axle Tires						
Item	**Tire Sizes**	**Estd Qty**	**Bid Price Per Unit**	**Bid Price Per Unit**	**Bid Price Per Unit**	**Bid Price Per Unit**
12.1	11R22.5	94	No Bid	$380.50	$404.43	*
12.2	315/80R22.5	1	No Bid	$737.25	$661.40	*
12.3	425/65R22.5	1	No Bid	$753.35	$725.90	*
Tires Retread						
Item	**Tire Sizes**	**Estd Qty**	**Casing Cost (New)**	**Casing Cost (New)**	**Casing Cost (New)**	**Casing Cost (New)**
13.1	11R22.5	1	$210.00	$215.07	$220.00	*
13.2	315/80R22.5	1	$265.00	$281.41	$275.00	*
Construction, Agriculture and Implement Tires						
Item	**Tire Sizes**	**Estd Qty**	**Bid Price Per Unit**	**Bid Price Per Unit**	**Bid Price Per Unit**	**Bid Price Per Unit**
14.1	2.5-80-18	1	No Bid	*	No Bid	No Bid
14.2	4-5-24	1	No Bid	No Bid	No Bid	No Bid
14.3	11L-15SL	2	No Bid	*	$95.00	*
14.4	12.5-80.18	4	No Bid	*	$509.60	*
14.5	13x6.5-6	1	No Bid	*	$25.00	No Bid
14.6	14.00-24	1	No Bid	*	$765.60	*
14.7	16.9x30	1	No Bid	*	$549.00	*
14.8	19.5L-24	4	No Bid	*	$878.40	*
14.9	21x7-12	1	No Bid	*	$235.00	*
14.10	21x7-18 NMS	1	No Bid	No Bid	No Bid	No Bid
14.11	23.5R25	20	No Bid	*	$2,834.40	*
14.12	29.5-25	36	No Bid	*	$5,242.40	No Bid
14.13	24x12.00	1	No Bid	No Bid	$95.00	No Bid
14.14	205/75/15	1	No Bid	*	$95.31	*
14.15	235/85R16	1	No Bid	*	$119.00	*
14.16	380/85/24	1	No Bid	*	$320.00	*
14.17	460/85/38	1	No Bid	*	No Bid	*
14.18	775/65R29	1	No Bid	*	$5,200.00	*
14.19	ST235/80R16	1	No Bid	*	$130.52	*
14.20	ST235/85R16	1	No Bid	*	$144.77	*
14.21	875/65R29	1	No Bid	*	No Bid	*
Specialty Tires "Fire Emergency Services"						
Item	**Tire Sizes**	**Estd Qty**	**Bid Price Per Unit**	**Bid Price Per Unit**	**Bid Price Per Unit**	**Bid Price Per Unit**
15.1	10.00R20 Drive Tire	12	No Bid	No Bid	*	No Bid
15.2	10.00R20 Steering Tire	12	No Bid	No Bid	*	No Bid
15.3	11R22.5 Drive Tire	36	No Bid	*	*	*
15.4	11R22.5 Steering Tire	36	No Bid	*	*	*
15.5	11R24.5 Drive Tire	6	No Bid	*	*	*
15.6	12R22.5 Drive Tire	36	No Bid	*	*	*
15.7	12R22.5 Steering Tire	36	No Bid	*	*	*
15.8	LT215/85R16	6	No Bid	$145.85	*	*
15.9	225/70R19.5 RSS	6	No Bid	$249.00	*	*
15.10	225/70R19.5 RSD	12	No Bid	$265.00	*	*
15.11	235/75R17.5	12	No Bid	*	*	No Bid
15.12	LT245/75R16	4	No Bid	$255.00	*	*
15.13	A/T 265/70R17 115S M+S	4	No Bid	$145.00	*	*
15.14	LT265/75R16	4	No Bid	$186.28	*	*
15.15	LT275/65R18 LR E	4	No Bid	$225.00	*	*
15.16	275/80R22.5	8	No Bid	*	*	*
15.17	285/75R24.5	2	No Bid	*	*	*
15.18	315/80R22.5	16	No Bid	*	*	*
15.19	385/65R22.5	4	No Bid	*	*	*
15.20	425/65R22.5	2	No Bid	*	*	*

*GREEN "AWARD"

* YELLOW "DID NOT MEET SPECS, INCOMPLETE, CONFLICT CONTRACT PRICE"

*RED "NO BID"

THE CITY OF Edinburg

Bid 2024-18 - New Tires, Retread, and Flat Tire Repair Services
Opening Date: Tuesday, September 24, 2024

		Vendors:	Oyervides tire service LLC	Southern Tire Mart, LLC	The Goodyear Tire & Rubber Company	T&W Tire LLC
15.21	445/65R22.5	2	No Bid	*	*	*
15.22	LT245/75R17 LR E	2	No Bid	$185.00	*	*
15.23	M/T LT275/70R18 LR E	2	No Bid	$239.00	*	*
15.24	HTP 265/65R18 M+S	2	No Bid	$168.20	*	*
15.25	365/80R20	2	No Bid	*	*	*
15.26	LT 275/65R18 123/120 S	2	No Bid	$225.00	*	*
15.27	LT 275/65R18 LR C	2	No Bid	$214.00	*	No Bid
15.28	225/70R19.5 LR G	2	No Bid	$249.00	*	*
	Specialty Tires "Pick Up Truck"					
Item	**Tire Sizes**	**Estd Qty**	**Bid Price Per Unit**	**Bid Price Per Unit**	**Bid Price Per Unit**	**Bid Price Per Unit**
16.1	225/65R16	1	No Bid	*	No Bid	*
16.2	225/65R17	1	No Bid	*	$139.91	*
16.3	225/70R19.5	1	No Bid	*	$279.94	*
16.4	265/70R17	1	No Bid	*	$170.55	*
16.5	215/75R17.5	1	No Bid	*	$352.50	*
16.6	LT215/75R15	1	No Bid	*	$153.98	*
16.7	LT235/85R16	34	No Bid	*	$119.00	*
16.8	245/70R17	16	No Bid	*	$154.56	*
16.9	LT245/75R16	1	No Bid	*	$140.00	*
16.10	275/65R18	4	No Bid	*	$186.76	*
16.11	285/70/17	1	No Bid	*	$174.00	*
16.12	225/75R15	1	No Bid	*	$107.71	*
16.13	235/70R16	32	No Bid	*	$120.14	*
16.14	265/70R16	4	No Bid	*	$139.64	*
16.15	245/75R17	1	No Bid	*	$159.00	*
16.16	LT285/70R17	1	No Bid	*	$174.00	*
16.17	205/75R15	1	No Bid	*	No Bid	No Bid
	Flat Repair Services					
Item	**Tire Sizes**	**Estd Qty**	**Flat Repair 6 AM / 7 PM**	**Flat Repair 6 AM / 7 PM**	**Flat Repair 6 AM / 7 PM**	**Flat Repair 6 AM / 7 PM**
17.1	10.00R20	1	$17.50	No Bid	$20.00	*
17.2	11L-15	1	$15.00	$28.50	$15.00	*
17.3	11R22.5	1	$24.00	$32.50	$25.00	*
17.4	11R24.5	1	$24.00	$32.50	$25.00	*
17.5	12.5-80.18	1	$15.00	$32.50	$15.00	*
17.6	12R22.5	1	$24.00	$32.50	$25.00	*
17.7	13x6.5-6	1	$14.00	$17.50	$15.00	*
17.8	14.00-24	1	$25.00	$75.00	$25.00	*
17.9	16.9x30	1	$24.00	$82.50	$25.00	*
17.10	19.5L-24	1	$34.00	$82.50	$35.00	*
17.11	2.5-80-18	1	$14.00	$32.50	$15.00	*
17.12	205/75/15	1	$10.00	$17.50	$12.00	*
17.13	215/75R15	1	$10.00	$17.50	$12.00	*
17.14	215/75R17.5	1	$17.00	$32.50	$18.00	*
17.15	215/85R16	1	$10.00	$17.50	$12.00	*
17.16	21x7-12	1	$14.00	$17.50	$15.00	*
17.17	21x7-18	1	$14.00	$17.50	$15.00	*
17.18	225/65R16	1	$10.00	$17.50	$12.00	*
17.19	225/65R17	1	$10.00	$17.50	$12.00	*
17.20	225/70R19.5	1	$17.00	$32.50	$18.00	*
17.21	225/75R15	1	$10.00	$17.50	$12.00	*
17.22	23.5R25	1	$75.00	$120.00	$75.00	*
17.23	235/70R16	1	$10.00	$17.50	$12.00	*
17.24	235/75R17.5	1	$17.00	$32.50	$18.00	*
17.25	235/80R16	1	$10.00	$17.50	$12.00	*
17.26	235/85R16	1	$10.00	$17.50	$12.00	*
17.27	245/70R17	1	$10.00	$17.50	$12.00	*
17.28	245/75R16	1	$10.00	$17.50	$12.00	*
17.29	245/75R17	1	$10.00	$17.50	$12.00	*
17.30	24x12.00	1	$14.00	$17.50	$15.00	*
17.31	265/65R18	1	$10.00	$17.50	$12.00	*

*GREEN "AWARD"

* YELLOW "DID NOT MEET SPECS, INCOMPLETE, CONFLICT CONTRACT PRICE"

*RED "NO BID"

THE CITY OF Edinburg

Bid 2024-18 - New Tires, Retread, and Flat Tire Repair Services
Opening Date: Tuesday, September 24, 2024

		Vendors:	Oyervides tire service LLC	Southern Tire Mart, LLC	The Goodyear Tire & Rubber Company	T&W Tire LLC
17.32	265/70R16	1	$10.00	$17.50	$12.00	*
17.33	265/70R17	1	$10.00	$17.50	$12.00	*
17.34	265/75R16	1	$10.00	$17.50	$12.00	*
17.35	275/65R18	1	$10.00	$17.50	$12.00	*
17.36	275/70R18	1	$10.00	$17.50	$12.00	*
17.37	275/80R22.5	1	$24.00	$38.50	$25.00	*
17.38	285/70R17	1	$10.00	$17.50	$12.00	*
17.39	285/75R24.5	1	$24.00	$32.50	$25.00	*
17.40	29.5-25	1	$75.00	$150.00	$75.00	*
17.41	315/80R22.5	1	$25.00	$38.50	$25.00	*
17.42	365/80R20	1	$24.00	$75.00	$25.00	*
17.43	380/85/24	1	$35.00	$75.00	$40.00	*
17.44	385/65R22.5	1	$24.00	$45.00	$25.00	*
17.45	425/65R22.5	1	$24.00	$45.00	$25.00	*
17.46	445/65R22.5	1	$24.00	$45.00	$25.00	*
17.47	45387	1	$12.00	$45.00	$15.00	*
17.48	460/85/38	1	$40.00	$95.00	$40.00	*
17.49	775/65R29	1	$40.00	$150.00	$40.00	*
17.50	875/65R29	1	$40.00	$150.00	$40.00	*
Service Calls						
Line Item	**Description**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**
18.1	Sunday Pretrip Inspection	Per Hour	$60.00	$100.00	$65.00	$128.00
18.2	5 AM Pretrip Inspection Mon-Friday	Per Hour	$60.00	$75.00	$65.00	$128.00
18.3	Repair Call 7AM – 7PM	Once Per Event	$42.50	$50.00	$45.00	$95.00
18.4	Repair Call 7PM – 7AM	Once Per Event	$50.00	$50.00	$55.00	$128.00

*GREEN "AWARD"

* YELLOW "DID NOT MEET SPECS, INCOMPLETE, CONFLICT CONTRACT PRICE"

*RED "NO BID"

RE-BID LINE ITEMS

Bid 2024-18 - New Tires, Retread, and Flat Tire Repair Services
Opening Date: Tuesday, September 24, 2024

Construction, Agriculture and Implement Tires	
Item	**Tire Sizes**
14.1	2.5-80-18
14.2	4-5-24
14.10	21x7-18 NMS
14.17	460/85/38
14.21	875/65R29
Specialty Tires "Fire Emergency Services"	
Item	**Tire Sizes**
15.1	10.00R20 Drive Tire
15.2	10.00R20 Steering Tire
15.3	11R22.5 Drive Tire
15.4	11R22.5 Steering Tire
15.5	11R24.5 Drive Tire
15.6	12R22.5 Drive Tire
15.7	12R22.5 Steering Tire
15.11	235/75R17.5
15.16	275/80R22.5
15.17	285/75R24.5
15.18	315/80R22.5
15.19	385/65R22.5
15.20	425/65R22.5
15.21	445/65R22.5
15.25	365/80R20
Specialty Tires "Pick Up Truck"	
Item	**Tire Sizes**
16.1	225/65R16
16.17	205/75R15

REQUEST FOR BIDS

2024-18

NEW TIRES, RETREAD, AND FLAT REPAIR SERVICES

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: September 4, 2024

DEADLINE FOR QUESTIONS: September 16, 2024

RESPONSE DEADLINE: September 24, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg
REQUEST FOR BIDS
New Tires, Retread, and Flat Repair Services

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A - New_Tires,_Retread_and_Flat_Repair_Services_Agreement

B - Rules_for_Electronic_Bidding_ (2)

1. Introduction

1.1. Summary

You are invited to submit a sealed bid for the purchase of **NEW TIRE, RETREAD, AND FLAT REPAIR SERVICES** as requested by the City of Edinburg Solid Waste Management Department. The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

1.2. Background

Quantities: The City reserves the right to increase or decrease the quantities of each group depending on availability of funds. Quantities estimated are approximate, based on projected usage during a twelve (12) month period. The unit bid prices acquired for this contract are to remain the same for a period of one (1) year whether the City buys more or less than the estimated quantities of the product bid.

Purchase order: A purchase order will be issued for the entire bid amount to the selected vendor(s); however, the material will be delivered on an as needed basis. An invoice will be submitted at the time of each delivery.

1.3. Contact Information

Dalinda Cardenas
Administrative Specialist
PO Box 1079
8601 N. Jasman Rd
Edinburg, TX 78540
Email: dcardenas@cityofedinburg.com
Phone: (956) 381-5635

Department:
Solid Waste

Department Head:
Ramiro Gomez
Solid Waste Director

1.4. Timeline

Release Project Date	September 4, 2024
Question Submission Deadline	September 16, 2024, 5:00pm
Proposal Submission Deadline	September 24, 2024, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for New Tires, Retread, and Flat Repair Services

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, September 24, 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, September 24, 2024.

To obtain a copy of the Invitation to Bid or submit an electronic proposal 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. 2024-18" 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

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 o 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, Monday, September 16, 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

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: New Tires, Retread, and Flat Repair Services

The ITEMS 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 a 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 the supporting documentation

If Hand-Delivering Bids: 415 W. 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 ITEMS 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 ITEMS 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 ITEMS 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 ITEMS 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 request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and 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 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 if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** 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 ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the New Tires, Retread, and Flat Repair Services 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 e-procurement portal 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 ITEMS.

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. BID SUBMITTAL

If submitting Hard Copy Bid, the Formal Proposal shall have **all three (3) copies bound**.

All bids must be submitted on the City's forms provided including all questionnaires, requested forms and attachments. Bidders shall complete the required Proposal Sheet and Specification Attachment under the Pricing Proposal. Bidders shall also complete the entire Proposal Sheet identifying all costs for the specific line item on the sheet; all fees, charges and warranties. The proposed price/cost will indicate that the bidder is able to perform or provide the service(s) or item(s) as specified. If the bidder does not identify all costs, fees and/or charges for a specific item on the proposal sheet, for proper evaluation of the cost of services, any non-listed fees/charges will not be accepted for payment. In addition, the proposer must include the Specification Attachment Sheet for each Pricing Proposal and initial each specific line item, indicating that they have read and understood the section/specification(s) for the listed item. An initial shall indicate a positive affirmation to the City, that the item being bid on conforms exactly to the specifications listed for the item. **If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.** All pricing listed on the bid shall be held for the term of the contract; **NO ALTERNATE BIDS OR PARTIAL, SEASONAL OR END OF TERM** pricing will be accepted and will disqualify the vendor's proposal, entirely. Pricing submitted in this **BID SHALL** be guaranteed for the period of one year, from the time of award.

All specification information and requested Certificates **MUST** be included in the bound formal proposal tab and clearly indicate the specific bid item and tire size being referred to accordingly. (MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE "ALTERNATE, NON-CONFORMING AND/OR PROPOSED SUBSTITUTION" UNDER REQUIREMENTS. **Failure to adhere to the request will result in disqualification**.

4.2. GENERAL REQUIREMENTS AND AGREEMENT FOR NEW TIRE, RETREAD, AND FLAT REPAIR SERVICES

CONFORMANCE OF BID: The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor(s) which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor(s) whose evaluation by the CITY indicates that the award will be in the best interest of the CITY OF EDINBURG. Pricing must be firm and held for the contract term; by signing the Bid, the bidder agrees that he has read and understood the instruction to bidders and thereby agrees to all of the specifications and stipulations as listed.

BILLING: Purchasing will be handled by the respective requesting Department. All purchasing of goods and services will be conducted by the specific Department seeking those goods and services; therefore, all billing and/or invoicing will be addressed to the same Department.

PURCHASE OF NEW TIRES: The City of Edinburg's intent is to obtain lowest prices offered as compared to, but not limited to, any other State or Federal Government entities for the same product or service. Tires **SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS ON/OFF HIGHWAY USE**; Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the **MANUFACTURER AND SHALL CARRY THE COMPANY NAME**; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE "ONLY",** unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE "ALTERNATE, NON-CONFORMING AND/OR PROPOSED SUBSTITUTION" UNDER REQUIREMENTS.** Tires bid on and delivered to the City must meet or exceed the listed Uniform Time Quality guide ratings for these type of tires. Tires shall be radial, manufactured with steel cord casing and steel cord belts or better, no blems or seconds. They also must be manufactured using **GOODYEAR OR EQUAL, WASTE HAUL TREAD COMPOUND; CHUNK CUT AND CHIP RESISTANT ULTRA ABRASIVE COMPOUND**, which protects against crippling and scaling in extreme service application on/off highway services. Tires must be manufactured using owner's OEM-type rims and built to original equipment height. **THE PRICE ON THIS BID IS TO INCLUDE DISMOUNTING, MOUNTING, BALANCING, VALVE STEAM AND TIRE DISPOSAL WHEN REQUIRED.** Bidder must maintain an adequate supply of all tire sizes available at all times. Bidder agrees to substitute for equal quality and value, any tires that have been discontinued and are no longer available. Delivery of tires shall be to designated City of Edinburg Facility. In addition, the City requests that the awarded vendor(s) keep a supply of the City's most popular tires in their inventory.

RETREAD SALES: The City is requesting pricing for recapping tires. Tires shall be recapped using a full cap **UNI CIRCLE, PRE-CURE, OR MOLD CURE** such as **BANDAG, MICHELIN RETREAD OR GOODYEAR RETREAD TECHNOLOGIES**. The mold tread must be (**MICHELIN XDY OR BANDAG BDM TREAD**) designed for mixed service use; on/off road. Tread must also have compound for chip and cut resistance. The City reserves the right to reject recaps which, in the opinion of the Director or his designee, do not meet quality standards. The City will mark all casings sent for retreading. The supplier will ensure that the same casings sent for retreading are returned to the City after retreading and not sold to other customers. Supplier will be required to pick up tires designated for recapping. A timely turnaround time is essential and will be a critical factor in this award. **THE BIDDER SHALL PROVIDE A CURRENT "*COOPERATIVE PLANT QUALITY CERTIFICATION*" CERTIFICATE INDICATING ITS FACILITY HAS BEEN APPROVED TO RETREAD GOVERNMENT TIRES.**

FLAT REPAIR SERVICES: The City is requesting pricing from qualified vendors for fleet flat repair services to be conducted at all points of the City of Edinburg service areas; to include but not limited to the Jasman Road Complex.

The qualified vendor shall perform all services necessary for the prompt and timely repair of all rolling stock for the City of Edinburg. The vendor will be required to perform pre-trip inspections of all vehicles as requested by each of the individual departments of the City, prior to their departure at **5:00 AM**

Monday thru Friday unless otherwise specified; to include a pre-trip inspection of our Collection Fleet on Sunday evening in preparation for their departure at **5 AM Monday morning**. The successful bidder is required to respond to a service request within **30 minutes** of the call within the City of Edinburg City Limits and **1 hour** to all other points being serviced by the City of Edinburg, within its Extra Territorial Jurisdiction or no further than 15 miles from City Hall.

SATISFACTORY SERVICE: It is agreed that all goods and services by the supplier or service provider shall be to the satisfaction of a designated City representative. In the event that the supplier or service provider defaults on performance of any of these requirements or if the service provider has been unavailable or unresponsive to our requests for ***three non-consecutive times***, the City shall have the right to terminate this agreement upon 30 days written notice delivered to the supplier or service provider by mail. The supplier or service provider shall maintain this contract during the termination period. Termination of the contract may not relieve the supplier or service provider of any liability to the City for damages sustained by the City because of any breach of this agreement by the supplier or service provider. The City may withhold any payments to supplier or service provider for the purpose of set-off until such time as the exact amount of damages due to the City is determined.

WARRANTY: The successful supplier or service provider shall furnish **FACTORY WARRANTY** on all goods or services furnished hereunder against defect in materials and/or workmanship. The **FACTORY WARRANTY** shall become effective on the date of delivery and acceptance by the City. Should any defect in material or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. Warranties shall be indicated on the proposal sheet and enclosed therewith.

PRICE GUARANTEE PERIOD: Pricing on all items shall be **GUARANTEED** and **CONSIDERED FIRM** for a **TWELVE (12) MONTH PERIOD**; **NO CHANGES OR UNLISTED CHARGES/FEES** will be accepted for payment during the same period.

4.3. ALTERNATE, NON-CONFORMING AND/OR PROPOSED SUBSTITUTION

The City of Edinburg operates a uniform and standardized fleet which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, all variations and/or exceptions must be documented, referencing applicable items, specifications, and paragraph(s), and explained in detail on a separate page titled "Exceptions" (**A MANUFACTURER, TYPE** AND **QUALITY LISTED EXEMPTION "ACCEPTANCE LETTER" FROM THE CITY SHALL ACCOMPANY THE BID FOR ITS CONSIDERATION)**. Otherwise it will be considered that product/equipment/services offered is in strict compliance with the specifications and requirements listed and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list or request, then that bid will be disqualified as being non-responsive. If no exceptions are taken or requested, it will be assumed that the bid meets all specifications as stated. **However, NO implication is made by THE CITY OF EDINBURG that exceptions will be Accepted**. The Bidder is advised that the response (or lack thereof) on this statement does not take precedence over specific responses or non-responses provided elsewhere in this bid.

The City of Edinburg requires that all Non-Conforming or Alternate Tire (specifications) being proposed for consideration **MUST** be accompanied by an "Exemption Acceptance Letter" approved and executed

by the City for each of the non-conforming and/or alternate tire specifications. The letter must be issued prior to the bid opening and on the year of the Bid Proposal Request and must accompany the formal proposal and outline the Bid item and tire size and the specifications attached will highlight the specific item to be considered for review. The formal Bid shall be bound with the bid including all applicable specification highlighted, referencing the specific bid item number(s) considered for the alternate specification. If the formal proposal indicates that an Alternate/Substitute Specification was listed for pricing but vendor failed to properly address the requirements listed for such Alternate/Substitute consideration; this will result in the disqualification of that specific Bid Item.

General: All tires sold and mounted on City vehicles shall be new and unused, unless the Director or designee approves a vehicle for retread tires. All new tires must have a retreadable casing and have the capability to run the full life of the retread.

Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.

If an alternate request will be submitted please be sure to email dcardenas@cityofedinburg.com.

5. Vendor Questionnaire

5.1. Attach a copy of your company's insurance certificate.*

Please attach the insurance certificate

*Response required

5.2. Required Forms

*5.2.1. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.2.2. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.2.3. Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*5.2.4. Please fill out and sign House Bill 89 and upload here**

HB 89

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

*5.2.5. Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

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

*5.2.6. 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

*5.2.7. 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

*5.2.8. Please fill out and sign the Conflict of Interest form and upload here**

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

*5.2.9. If awarded the 1295 form will need to 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

5.3. Specification Forms

*5.3.1. Please download the documents, complete, and upload.**

Please download the below documents, complete, and upload.

- ATTACHMENT_I_-_STEERING_AXL...

*Response required

*5.3.2. Please download the documents, complete, and upload.**

Please download the below documents, complete, and upload.

- ATTACHMENT_II_-_DRIVE_AXLE_...

*Response required

*5.3.3. Please download the documents, complete, and upload.**

Please download the below documents, complete, and upload.

*5.3.4. Please download the documents, complete, and upload.**

Please download the below documents, complete, and upload.

- ATTACHMENT_IV_-_CONSTRUCTIO...

*Response required

*5.3.5. Please download the documents, complete, and upload.**

Please download the below documents, complete, and upload.

- ATTACHMENT_V_-_SPECIALTY_TI...

*Response required

*5.3.6. Please download the documents, complete, and upload.**

Please download the below documents, complete, and upload.

- ATTACHMENT_VI_-_SPECIALTY_T...

*Response required

*5.3.7. Please download the documents, complete, and upload.**

Please download the below documents, complete, and upload.

6. Pricing Proposal

STEER AXLE TIRES

Tires must be an All Position or Steering Optimized Radial; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT I FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
11.1	62	11R22.5							
11.2	80	315/80R22.5							
11.3	8	385/65R22.5							
11.4	8	425/65R22.5							

DRIVE AXLE TIRES

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S)

CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT II FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.1	94	11R22.5							
12.2	1	315/80R22.5							
12.3	1	425/65R22.5							

TIRE RETREAD

RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service; designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT III FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Casing Cost (New)	Mold Type	Tread Depth & Load Range	Cost Per Section Repair	Turnaround Time	Warranty
13.1	1	11R22.5							
13.2	1	315/80R22.5							

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES

All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT IV FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.1	1	2.5-80-18							
14.2	1	4-5-24							
14.3	2	11L-15SL							
14.4	4	12.5-80.18							
14.5	1	13x6.5-6							
14.6	1	14.00-24							
14.7	1	16.9x30							
14.8	4	19.5L-24							
14.9	1	21x7-12							
14.10	1	21x7-18 NMS							
14.11	20	23.5R25							
14.12	36	29.5-25							
14.13	1	24x12.00							
14.14	1	205/75/15							
14.15	1	235/85R16							
14.16	1	380/85/24							
14.17	1	460/85/38							
14.18	1	775/65R29							
14.19	1	ST235/80R16							
14.20	1	ST235/85R16							
14.21	1	875/65R29							

SPECIALTY TIRES "FIRE EMERGENCY SERVICES"

Each proposed tire must be specifically designed and rated for FIRE SERVICE USE. For safety reasons, the EDINBURG FIRE DEPARMENT will ONLY CONSIDER MICHELIN TIRES or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, this department will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than MICHELIN TIRES, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under NFPA 1911 and/or TRUCK MANUFACTURER for "FIRE EMERGENCY RESPONSE". ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire							
15.2	12	10.00R20 Steering Tire							
15.3	36	11R22.5 Drive Tire							
15.4	36	11R22.5 Steering Tire							
15.5	6	11R24.5 Drive Tire							
15.6	36	12R22.5 Drive Tire							
15.7	36	12R22.5 Steering Tire							
15.8	6	LT215/85R16							

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.9	6	225/70R19.5 RSS							
15.10	12	225/70R19.5 RSD							
15.11	12	235/75R17.5							
15.12	4	LT245/75R16							
15.13	4	A/T 265/70R17 115S M+S							
15.14	4	LT265/75R16							
15.15	4	LT275/65R18 LR E							
15.16	8	275/80R22.5							
15.17	2	285/75R24.5							
15.18	16	315/80R22.5							
15.19	4	385/65R22.5							
15.20	2	425/65R22.5							
15.21	2	445/65R22.5							
15.22	2	LT245/75R17 LR E							
15.23	2	M/T LT275/70R18 LR E							
15.24	2	HTP 265/65R18 M+S							
15.25	2	365/80R20							

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.26	2	LT 275/65R18 123/120 S							
15.27	2	LT 275/65R18 LR C							
15.28	2	225/70R19.5 LR G							

SPECIALTY TIRES "PICK UP TRUCK"

Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT VI FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.1	1	225/65R16							
16.2	1	225/65R17							
16.3	1	225/70R19.5							
16.4	1	265/70R17							
16.5	1	215/75R17.5							
16.6	1	LT215/75R15							

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.7	34	LT235/85R16							
16.8	16	245/70R17							
16.9	1	LT245/75R16							
16.10	4	275/65R18							
16.11	1	285/70/17							
16.12	1	225/75R15							
16.13	32	235/70R16							
16.14	4	265/70R16							
16.15	1	245/75R17							
16.16	1	LT285/70R17							
16.17	1	205/75R15							

FLAT REPAIR SERVICES

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.1	1	10.00R20							
17.2	1	11L-15							
17.3	1	11R22.5							
17.4	1	11R24.5							
17.5	1	12.5-80.18							
17.6	1	12R22.5							
17.7	1	13x6.5-6							

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.8	1	14.00-24							
17.9	1	16.9x30							
17.10	1	19.5L-24							
17.11	1	2.5-80-18							
17.12	1	205/75/15							
17.13	1	215/75R15							
17.14	1	215/75R17.5							
17.15	1	215/85R16							
17.16	1	21x7-12							
17.17	1	21x7-18							
17.18	1	225/65R16							
17.19	1	225/65R17							
17.20	1	225/70R19.5							
17.21	1	225/75R15							
17.22	1	23.5R25							
17.23	1	235/70R16							
17.24	1	235/75R17.5							
17.25	1	235/80R16							
17.26	1	235/85R16							
17.27	1	245/70R17							
17.28	1	245/75R16							

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.29	1	245/75R17							
17.30	1	24x12.00							
17.31	1	265/65R18							
17.32	1	265/70R16							
17.33	1	265/70R17							
17.34	1	265/75R16							
17.35	1	275/65R18							
17.36	1	275/70R18							
17.37	1	275/80R22.5							
17.38	1	285/70R17							
17.39	1	285/75R24.5							
17.40	1	29.5-25							
17.41	1	315/80R22.5							
17.42	1	365/80R20							
17.43	1	380/85/24							
17.44	1	385/65R22.5							
17.45	1	425/65R22.5							
17.46	1	445/65R22.5							
17.47	1	4-5-24							
17.48	1	460/85/38							
17.49	1	775/65R29							

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.50	1	875/65R29							

SERVICE CALLS

These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT VII FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Line Item	Description	No Bid	Unit Price	Unit Price
18.1	Sunday Pretrip Inspection			Per Hour
18.2	5 AM Pretrip Inspection Mon-Friday			Per Hour
18.3	Repair Call 7AM – 7PM			Once Per Event
18.4	Repair Call 7PM – 7AM			Once Per Event

ATTACHMENT I

STEER AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
2.	The tires shall be new; **TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
5.	All Tires must have Full Width Protector Ply.	
6.	All Tires must have at a minimum Three Steel Belt Construction	
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
8.	All Tires must have Side Wall Wear indicators.	

9.	All Tires must have Curb Guards.					
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.					
11.	**Tires must be an All Position or Steering Optimized Radial;** optimized for exceptional traction and wear in mixed and severe on/off road service. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**					
	11R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M760, M726, M713, M870, M864 or equal manufacture approved	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**	
	315/80R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M760, M726, M713, M870, M864 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	
	385/65R22.5	Goodyear G296; Michelin XZY3; Bridgestone M864 or equal manufacture approved	Load Range "**J**"	Minimum **18 Ply**	Tread Depth Minimum **22/32nds**	
	425/65R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M864 or equal manufacture approved	Load Range "**L**"	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	

ATTACHMENT II

DRIVE AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
5.	All Tires must have Full Width Protector Ply.	
6.	All Tires must have at a minimum Three Steel Belt Construction	
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
8.	All Tires must have Side Wall Wear indicators.	

9.	All Tires must have Curb Guards.					
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.					
12	Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**					
	11R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **30/32nds**	
	315/80R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **28/32nds**	
	425/65R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	

ATTACHMENT III

TIRE RETREAD				INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.				
13.	**RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service;** designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**			
	11R22.5	**Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration**	Tread Depth Minimum: 26/32nds or better	
	315/80R22.5	**Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration**	Tread Depth Minimum: 32/32nds or better	

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES					INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.					
14.	All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**				
	2.5-80-18				
	4-5-24				
	11L-15SL	**Steering Tire – Shock-fortified nylon cord body and cut-resistant sidewall.**	**8 ply**	**33/32nd Tread Depth**	
	12.5-80.18	**Steering Tire – Deep overlapping bar cleats and low profile provide excellent traction and flotation with skid-steer loaders.**	**12 Ply**	**32/32nd Tread Depth**	
	13x6.5-6	**4.5 Reliance**			
	14.00-24				
	16.9x30	**Kubota Tractor Model M5400 / M5700**			
	19.5L-24	**Drive Tire- For backhoe and construction equipment on and off the road. Gives long tread life on hard surface roads.**	**10 Ply**	**34/32nd Tread Depth**	
	21x7-12				
	21x7-18 NMS				
	23.5R25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL – V STEEL – K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN			

		E. CUT RESISTANT TREAD DESIGN			
	29.5-25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL – V STEEL – K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN E. CUT RESISTANT TREAD DESIGN			
	24x12.00	**Kubota Front Deck Mower**	**12 ply**		
	205/75/15				
	235/85R16	**General specialty tire**			
	380/85/24				
	460/85/38				
	775/65R29				
	ST235/80R16				
	ST235/85R16				
	875/65R29				

ATTACHMENT V

SPECIALTY TIRES "FIRE EMERGENCY SERVICES"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		
NEW TIRE PURCHASE: Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
5.	All Tires must have Full Width Protector Ply.	
6.	All Tires must have at a minimum Three Steel Belt Construction	
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
8.	All Tires must have Side Wall Wear indicators.	
9.	All Tires must have Curb Guards.	
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	

11.	Each proposed tire must be specifically designed and rated for **FIRE SERVICE USE**. For safety reasons, the **EDINBURG FIRE DEPARMENT** will **ONLY CONSIDER MICHELIN TIRES** or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, these departments will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than **MICHELIN TIRES**, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under **NFPA 1911 and/or TRUCK MANUFACTURER** for **"FIRE EMERGENCY RESPONSE"**. **ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**	
15.	Fire Emergency Response Tires **SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS**; Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER MICHELIN TIRES, OR A DEPARTMENT APPROVED FIRE SERVICE RESPONSE TIRE.**	
	THE UNIT PRICE ON THIS BID SHALL INCLUDE VALVE STEMS, DISMOUNTING, MOUNTING, AND BALANCING. Bidder must maintain an adequate supply of all tire sizes available at all times.	

FIRE SERVICE TIRES				
10.00R20	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R/24.5	Michelin XZY3 Goodyear G751 or approved equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **24/32nds**
12R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
LT215/85R16	Michelin Defenders or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
225/70R19.5 RSS	Goodyear G647 or approved Michelin equal	Load Range **"G"**	Minimum **14 Ply**	Tread Depth Minimum **16/32nds**
225/70R19.5 RSD	Goodyear G622 or approved Michelin equal	Load Range **"G"**	Minimum **14 Ply**	Tread Depth Minimum **19/32nds**
235/75R17.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **18 Ply**	Tread Depth Minimum **23/32nds**
LT245/75R16	Michelin LTX M+S² or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**

ATTACHMENT V

	A/T 265/70R17 115S M+S	Michelin LTX A/T² or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
	LT265/75R16	Goodyear Wrangler or approved Michelin equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **15/32nds**
	LT275/65R18 LR E	Goodyear Wrangler or approved Michelin equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **15/32nds**
	275/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"G"**	Minimum **18 Ply**	Tread Depth Minimum **23/32nds**
	285/75R24.5	Goodyear G399 LHS or approved Michelin equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **18/32nds**
	315/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	385/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	425/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	445/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	LT245/75R17 LR E		Load Range **"E"**		
	M/T LT275/70R18 LR E		Load Range **"E"**		
	HTP 265/65R18 M+S				
	365/80R20				
	LT 275/65R18 123/120 S				
	LT 275/65R18 LR C				
	225/70R19.5 LR G				

ATTACHMENT VI

SPECIALTY TIRES "PICK UP TRUCK"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
5.	All Tires must have Full Width Protector Ply.	
6.	All Tires must have at a minimum Three Steel Belt Construction	
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
8.	All Tires must have Side Wall Wear indicators.	
9.	All Tires must have Curb Guards.	

10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	
16.	Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. **<u>All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.</u>**	
	All tires must have a Load Index Rating above "100"	
	All tires must have a minimum of 10ply rating	
	All tires must be All Terrain Tires AT/S unless specified different	

ATTACHMENT VII

	SERVICE CALLS	INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		
18.	**These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.**	
A Service Call shall be charged "ONLY" once per event. (i.e. – if a flat is discovered during the 5AM Pre-Trip Inspection, the vendor will ONLY charge the 5AM Service Charge Plus the cost of the Flat as listed above. If in the event multiple flats are discovered the billing will remain the same, a single service call plus the cost of the repair(s).) If the vendor fails to identify a flat during his pre-trip inspection the City will ONLY pay for the service call associated with the Pre-Trip Inspection of the Fleet and will not pay for a Repair Service Call.		
19.	All tires must have been produced within the last 12 months prior to delivery	
20.	Warranty against defective material, workmanship, and failure to perform in accordance with required performance criteria for the life of the original tread, with the exception of road hazards (side failure shall not void the warranty)	
21.	**Order, Delivery, Stock, and Pricing**	
	a. The vendor must be able to deliver up to 16 tires of each size for each order placed.	
	b. Tires must be delivered within four hours of order.	
	c. Bid price will include all costs including fees for fuel or delivery charge.	
	d. There is no minimum or maximum order quantity.	
	e. Pricing will be held for the term of the contract.	

[OYERVIDES TIRE SERVICE LLC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2024-18

New Tires, Retread, and Flat Repair Services

RESPONSE DEADLINE: September 24, 2024 at 3:00 pm

Report Generated: Thursday, September 26, 2024

Oyervides tire service llc Response

CONTACT INFORMATION

Company:
Oyervides tire service llc

Email:
gooyervides23@gmail.com

Contact:
Gonzalo oyervides

Address:
8009 N Expressway 281
Edinburg, TX 78542

Phone:
(956) 566-9637

Website:
N/A

Submission Date:
Sep 24, 2024 2:26 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Attach a copy of your company's insurance certificate.*

Pass

Please attach the insurance certificate

ACCORD_.png

2. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

PROPOSAL_1.png
PROPOSAL_2.png

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITA_DISCLO.png

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

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PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
Pass

HB 89

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

89.png

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

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...

13.png

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...

19_BILL_1.png
bill19-2.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Pass

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...

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PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
Pass

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/ .

CIQ_1.png

IF AWARDED THE 1295 FORM WILL NEED TO 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/.

Confirmed

3. Specification Forms

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT I - STEERING AXL...

STEER_TIRES.png
STEER_TIRES_2.png

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT II - DRIVE AXLE ...

DRIVE_TIRES.png
DRIVE_2.png

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT III - TIRE RETRE...

RETREAD.png

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
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Please download the below documents, complete, and upload.

- ATTACHMENT IV - CONSTRUCTIO...

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PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT_V_-_SPECIALTY_TI...

FIRE_1.png
FIRE_2.png
FIRE_3.png

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
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Please download the below documents, complete, and upload.

- ATTACHMENT_VI_-_SPECIALTY_T...

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PICKUP_2.png

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT_VII_-_SERVICE_CA...

SERVICE_CALL.png

PLEASE ATTACH ANY OTHER DOCUMENTS THAT ARE DEEMED NECESSARY FOR THIS BID.
omega.png
letter.png

PRICE TABLES

STEER AXLE TIRES

Tires must be an All Position or Steering Optimized Radial; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION “CITY APPROVED AND ACCEPTANCE LETTER” SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT I FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
11.1	62	11R22.5	X	No Bid					
11.2	80	315/80R22.5	X	No Bid					
11.3	8	385/65R22.5	X	No Bid					
11.4	8	425/65R22.5	X	No Bid					

DRIVE AXLE TIRES

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required

to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT II FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.1	94	11R22.5	X	No Bid					
12.2	1	315/80R22.5	X	No Bid					
12.3	1	425/65R22.5	X	No Bid					

TIRE RETREAD

RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service; designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT III FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Casing Cost (New)	Mold Type	Tread Depth & Load Range	Cost Per Section Repair	Turnaround Time	Warranty
13.1	1	11R22.5		$210.00	Pre Q	26/32	20.00	7-14 days	Full warranty on materials and retread service

Item	Estd Qty	Tire Sizes	No Bid	Casing Cost (New)	Mold Type	Tread Depth & Load Range	Cost Per Section Repair	Turnaround Time	Warranty
13.2	1	315/80R22.5		$265.00	Pre Q	26/32	15.00	7-14 days	Full warranty on service and retread

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES

All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT IV FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.1	1	2.5-80-18	X	No Bid					
14.2	1	4-5-24	X	No Bid					
14.3	2	11L-15SL	X	No Bid					
14.4	4	12.5-80.18	X	No Bid					
14.5	1	13x6.5-6	X	No Bid					
14.6	1	14.00-24	X	No Bid					
14.7	1	16.9x30	X	No Bid					
14.8	4	19.5L-24	X	No Bid					
14.9	1	21x7-12	X	No Bid					

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.10	1	21x7-18 NMS	X	No Bid					
14.11	20	23.5R25	X	No Bid					
14.12	36	29.5-25	X	No Bid					
14.13	1	24x12.00	X	No Bid					
14.14	1	205/75/15	X	No Bid					
14.15	1	235/85R16	X	No Bid					
14.16	1	380/85/24	X	No Bid					
14.17	1	460/85/38	X	No Bid					
14.18	1	775/65R29	X	No Bid					
14.19	1	ST235/80R16	X	No Bid					
14.20	1	ST235/85R16	X	No Bid					
14.21	1	875/65R29	X	No Bid					

SPECIALTY TIRES “FIRE EMERGENCY SERVICES”

Each proposed tire must be specifically designed and rated for FIRE SERVICE USE. For safety reasons, the EDINBURG FIRE DEPARMENT will ONLY CONSIDER MICHELIN TIRES or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, this department will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than MICHELIN TIRES, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under NFPA 1911 and/or TRUCK MANUFACTURER for “FIRE EMERGENCY RESPONSE”. ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR

CONSIDERATION. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION “CITY APPROVED AND ACCEPTANCE LETTER” SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire	X	No Bid					
15.2	12	10.00R20 Steering Tire	X	No Bid					
15.3	36	11R22.5 Drive Tire	X	No Bid					
15.4	36	11R22.5 Steering Tire	X	No Bid					
15.5	6	11R24.5 Drive Tire	X	No Bid					
15.6	36	12R22.5 Drive Tire	X	No Bid					
15.7	36	12R22.5 Steering Tire	X	No Bid					
15.8	6	LT215/85R16	X	No Bid					
15.9	6	225/70R19.5 RSS	X	No Bid					
15.10	12	225/70R19.5 RSD	X	No Bid					
15.11	12	235/75R17.5	X	No Bid					

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.12	4	LT245/75R16	X	No Bid					
15.13	4	A/T 265/70R17 115S M+S	X	No Bid					
15.14	4	LT265/75R16	X	No Bid					
15.15	4	LT275/65R18 LR E	X	No Bid					
15.16	8	275/80R22.5	X	No Bid					
15.17	2	285/75R24.5	X	No Bid					
15.18	16	315/80R22.5	X	No Bid					
15.19	4	385/65R22.5	X	No Bid					
15.20	2	425/65R22.5	X	No Bid					
15.21	2	445/65R22.5	X	No Bid					
15.22	2	LT245/75R17 LR E	X	No Bid					
15.23	2	M/T LT275/70R18 LR E	X	No Bid					
15.24	2	HTP 265/65R18 M+S	X	No Bid					
15.25	2	365/80R20	X	No Bid					
15.26	2	LT 275/65R18 123/120 S	X	No Bid					
15.27	2	LT 275/65R18 LR C	X	No Bid					

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.28	2	225/70R19.5 LR G	X	No Bid					

SPECIALTY TIRES "PICK UP TRUCK"

Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT VI FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.1	1	225/65R16	X	No Bid					
16.2	1	225/65R17	X	No Bid					
16.3	1	225/70R19.5	X	No Bid					
16.4	1	265/70R17	X	No Bid					
16.5	1	215/75R17.5	X	No Bid					
16.6	1	LT215/75R15	X	No Bid					
16.7	34	LT235/85R16	X	No Bid					

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.8	16	245/70R17	X	No Bid					
16.9	1	LT245/75R16	X	No Bid					
16.10	4	275/65R18	X	No Bid					
16.11	1	285/70/17	X	No Bid					
16.12	1	225/75R15	X	No Bid					
16.13	32	235/70R16	X	No Bid					
16.14	4	265/70R16	X	No Bid					
16.15	1	245/75R17	X	No Bid					
16.16	1	LT285/70R17	X	No Bid					
16.17	1	205/75R15	X	No Bid					

FLAT REPAIR SERVICES

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.1	1	10.00R20		$17.50	17.50	15.00	5.00	N/A	N/A
17.2	1	11L-15		$15.00	15.00	14.00	5.00	N/A	2.50
17.3	1	11R22.5		$24.00	24.00	24.00	10.00	N/A	2.50
17.4	1	11R24.5		$24.00	24.00	24.00	10.00	N/A	2.50
17.5	1	12.5-80.18		$15.00	15.00	15.00	8.00	N/A	2.50
17.6	1	12R22.5		$24.00	24.00	24.00	10.00	N/A	2.50

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.7	1	13x6.5-6		$14.00	14.00	14.00	8.00	N/A	2.50
17.8	1	14.00-24		$25.00	25.00	25.00	10.00	2.50	2.50
17.9	1	16.9x30		$24.00	24.00	24.00	10.00	N/A	2.50
17.10	1	19.5L-24		$34.00	34.00	34.00	20.00	N/A	2.50
17.11	1	2.5-80-18		$14.00	14.00	14.00	8.00	N/A	2.50
17.12	1	205/75/15		$10.00	10.00	10.00	6.00	N/A	NO CHARGE
17.13	1	215/75R15		$10.00	10.00	10.00	6.00	N/A	NO CHARGE
17.14	1	215/75R17.5		$17.00	17.00	17.00	5.00	N/A	2.50
17.15	1	215/85R16		$10.00	10.00	10.00	5.00	N/A	NO CHARGE
17.16	1	21x7-12		$14.00	14.00	14.00	8.00	N/A	NO CHARGE
17.17	1	21x7-18		$14.00	14.00	14.00	8.00	N/A	2.50
17.18	1	225/65R16		$10.00	10.00	10.00	5.00	N/A	NO CHARGE
17.19	1	225/65R17		$10.00	10.00	10.00	5.00	N/A	NO CHARGE
17.20	1	225/70R19.5		$17.00	17.00	17.00	5.00	N/A	2.50
17.21	1	225/75R15		$10.00	10.00	10.00	5.00	N/A	NO CHARGE
17.22	1	23.5R25		$75.00	75.00	75.00	40.00	12.00	15.00
17.23	1	235/70R16		$10.00	10.00	10.00	5.00	N/A	NO CHARGE
17.24	1	235/75R17.5		$17.00	17.00	17.00	6.00	N/A	2.50
17.25	1	235/80R16		$10.00	10.00	10.00	5.00	N/A	NO CHARGE

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.26	1	235/85R16		$10.00	10.00	10.00	5.00	N/A	NO CHARGE
17.27	1	245/70R17		$10.00	10.00	10.00	5.00	N/A	NO CHARGE
17.28	1	245/75R16		$10.00	10.00	10.00	5.00	N/A	NO CHARGE
17.29	1	245/75R17		$10.00	10.00	10.00	5.00	N/A	NO CHARGE
17.30	1	24x12.00		$14.00	14.00	14.00	5.00	N/A	NO CHARGE
17.31	1	265/65R18		$10.00	10.00	10.00	5.00	N/A	NO CHARGE
17.32	1	265/70R16		$10.00	10.00	10.00	5.00	N/A	NO CHARGE
17.33	1	265/70R17		$10.00	10.00	10.00	5.00	N/A	NO CHARGE
17.34	1	265/75R16		$10.00	10.00	10.00	5.00	N/A	NO CHARGE
17.35	1	275/65R18		$10.00	10.00	10.00	5.00	N/A	NO CHARGE
17.36	1	275/70R18		$10.00	10.00	10.00	5.00	N/A	NO CHARGE
17.37	1	275/80R22.5		$24.00	24.00	24.00	10.00	N/A	2.50
17.38	1	285/70R17		$10.00	10.00	10.00	5.00	N/A	NO CHARGE
17.39	1	285/75R24.5		$24.00	24.00	24.00	10.00	N/A	NO CHARGE
17.40	1	29.5-25		$75.00	75.00	75.00	40.00	14.00	15.00
17.41	1	315/80R22.5		$25.00	25.00	25.00	10.00	N/A	2.50
17.42	1	365/80R20		$24.00	24.00	24.00	10.00	N/A	2.50
17.43	1	380/85/24		$35.00	35.00	35.00	20.00	N/A	5.00
17.44	1	385/65R22.5		$24.00	24.00	24.00	10.00	N/A	2.50

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.45	1	425/65R22.5		$24.00	24.00	24.00	10.00	N/A	2.50
17.46	1	445/65R22.5		$24.00	24.00	24.00	10.00	N/A	2.50
17.47	1	4-5-24		$12.00	12.00	12.00	8.00	N/A	2.50
17.48	1	460/85/38		$40.00	40.00	40.00	20.00	N/A	5.00
17.49	1	775/65R29		$40.00	40.00	40.00	20.00	15.00	5.00
17.50	1	875/65R29		$40.00	40.00	40.00	20.00	15.00	15.00

SERVICE CALLS

These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT VII FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Line Item	Description	No Bid	Unit Price	Unit Price
18.1	Sunday Pretrip Inspection		$60.00	Per Hour
18.2	5 AM Pretrip Inspection Mon-Friday		$60.00	Per Hour
18.3	Repair Call 7AM – 7PM		$42.50	Once Per Event
18.4	Repair Call 7PM – 7AM		$50.00	Once Per Event

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/24/2024

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	CONTACT NAME: HERLINDA D. SALAZAR OR NANCY D. SALAZAR PEREZ	
SALAZAR INSURANCE AGENCY 6421 N 10th, Ste 160 Mc Allen, TX 78504	PHONE (A/C, No, Ext): (956) 631-0004	FAX (A/C, No): (956) 630-3209
	E-MAIL ADDRESS: nancy@salazarinsuranceagency.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : KINSALE INSURANCE COMPANY	38920
INSURER B : NATIONAL LIABILITY & FIRE	20052
INSURER C : <none>	
INSURER D :	
INSURER E :	
INSURER F : <none>	

INSURED: OYERVIDES TIRE SERVICE LLC, 2705 RUSH DR, MISSION, TX 78573

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ GARAGE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	0100228457-1	2/27/2024	2/27/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG GARAGE OPERATIONS	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	73APR416776	6/19/2024	6/19/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 300,000 $ $ $
	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 ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nancy D. Salazar Perez

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COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Oyervides Tire Service LLC
(Full, correct legal name)

- Address: 2705 Rush Dr. Palmhurst Tx.
- Telephone/Fax: 956-803-00-80 956-458-1145
- Email address: gooyervides23@gmail.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

4. Where is the Company's corporate headquarters located? Palmhurst Tx.

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes✓ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

2 (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 5

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Gonzalo Oyervides
Address: 2705 Rush Dr. Palmhurst Tx.
Telephone: 956-566-96-37
Fax: _____
Email: gooyervides23@gmail.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____
_____
_____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____
_____
_____
_____

10. Provide any other names under which your business has operated within the last 10 years.
_____
~~NO~~ N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 9-23-24

Company/Vendor Name: Overvides Tire Service LLC

Printed Name and Title: Gonzalo Overvides Owner

Authorized Signatory: Gonzalo Overvides

HOUSE BILL 89 VERIFICATION

I, Gonzalo Oyervides, the undersigned representative of Oyervides Tire Service LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Gonzalo Oyervides

SIGNATURE OF COMPANY REPRESENTATIVE:

Gonzalo Oyervides Owner

TYPE/PRINT NAME AND TITLE:

9-23-24

DATE:

SENATE BILL 13 VERIFICATION

I, Gonzalo Overvides, the undersigned representative of Overvides Tire Service LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Gonzalo Overvides

SIGNATURE OF COMPANY REPRESENTATIVE:

Gonzalo Overvides Owner

TYPE/PRINT NAME AND TITLE:

9-23-24

DATE:

SENATE BILL 19 VERIFICATION

I, Gonzalo Oyervides, the undersigned representative of Oyervides Tire Service LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(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 firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association, and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Oyewides Tire Service LLC
(Full, correct legal name)

- Address: 2705 Rush dr Mission Tx 78573
- Telephone/Fax: 956-803-0080
- Email address: _____

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

4. Where is the Company's corporate headquarters located? 2705 Rush dr Mission Tx 78573

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes✓ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

1 (years) 3 (months)

c. State the number of full-time employees at the Edinburg office. 4

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Gonzalo Oyewides
Address: 2705 Rush dr Mission Tx 78573
Telephone: 956-655-1082
Fax: _____
Email: gooyewides23@gmail.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____
_____
_____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____
_____
_____
_____

10. Provide any other names under which your business has operated within the last 10 years.
_____
_____

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 11-14-23

Company/Vendor Name: Oyervides Tire Service LLC

Printed Name and Title: Gonzalo Oyervides / Owner

Authorized Signatory: GONZALO

HOUSE BILL 89 VERIFICATION

I, Gonzalo Oyervides, the undersigned representative of Oyervides Tire Service LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Gonzalo Oyervides

SIGNATURE OF COMPANY REPRESENTATIVE:

Gonzalo Oyervides / Owner

TYPE/PRINT NAME AND TITLE:

11-14-23

DATE:

SENATE BILL 13 VERIFICATION

I, Gonzalo Oyewides, the undersigned representative of Oyewides Tire Service LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Gonzalo Oyewides

SIGNATURE OF COMPANY REPRESENTATIVE:

Gonzalo Oyewides / Owner

TYPE/PRINT NAME AND TITLE:

11-14-23

DATE:

SENATE BILL 19 VERIFICATION

I, Gonzalo Olevides, the undersigned representative of Olevides Tire Service LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(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 firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.

5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.

6) "Firearm entity" means:
   a) firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and
   b) a sport shooting range as defined by Section 250.001, Local Government Code.

7) "Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:

   a) is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;
   b) has two or more firearm entities as members; and
   c) is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.

Gonzalo Ojewides

SIGNATURE OF COMPANY REPRESENTATIVE:

Gonzalo Ojewides / Owner

TYPE/PRINT NAME AND TITLE:

11-14-23

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Gonzalo Oyervides being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Oyervides Tire service LLC, the Bidder that has submitted the attached Bid; *(Company)*

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way, colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign Gonzalo Oyervides

Title Owner

Subscribed and sworn to me this 23 day of 09 2024.

By: Gonzalo Oyervidez.

Notary Public

LAYLA VILLASENOR NOTARY PUBLIC STATE OF TEXAS EXPIRES 02-28-2027 ID # 124483807

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

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

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

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

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

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

Oyervides Tire Service LLC

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

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

NONE

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

7 Gonzalo Oyervides

Signature of vendor doing business with the governmental entity

9-24-24

Date

ATTACHMENT I

STEER AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		NO Bid G.6
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
2.	The tires shall be new; **TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
5.	All Tires must have Full Width Protector Ply.	
6.	All Tires must have at a minimum Three Steel Belt Construction	
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
8.	All Tires must have Side Wall Wear indicators.	

ATTACHMENT I

9.	All Tires must have Curb Guards.					No bid
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.					G-6
11.	**Tires must be an All Position or Steering Optimized Radial;** optimized for exceptional traction and wear in mixed and severe on/off road service. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**					
	11R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M760, M726, M713, M870, M864 or equal manufacture approved	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**	
	315/80R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M760, M726, M713, M870, M864 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	
	385/65R22.5	Goodyear G296; Michelin XZY3; Bridgestone M864 or equal manufacture approved	Load Range **"J"**	Minimum **18 Ply**	Tread Depth Minimum **22/32nds**	
	425/65R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M864 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	

ATTACHMENT II

DRIVE AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		NO bid G.O
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
5.	All Tires must have Full Width Protector Ply.	
6.	All Tires must have at a minimum Three Steel Belt Construction	
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
8.	All Tires must have Side Wall Wear indicators.	

ATTACHMENT II

9.	All Tires must have Curb Guards.					NO Bid
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.					GO
12	Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**					
	11R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **30/32nds**	
	315/80R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **28/32nds**	
	425/65R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	

ATTACHMENT III

					INITIALS
TIRE RETREAD					
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.					G.O
13.	**RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service;** designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**				G.O
	11R22.5	**Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration**		Tread Depth Minimum: 26/32nds or better	G.O
	315/80R22.5	**Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration**		Tread Depth Minimum: 32/32nds or better	G.O

ATTACHMENT IV

	CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES				INITIALS
	If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.				No bid 6.0
14.	All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**				
	2.5-80-18				
	4-5-24				
	11L-15SL	**Steering Tire – Shock-fortified nylon cord body and cut-resistant sidewall.**	**8 ply**	**33/32nd Tread Depth**	
	12.5-80.18	**Steering Tire – Deep overlapping bar cleats and low profile provide excellent traction and flotation with skid-steer loaders.**	**12 Ply**	**32/32nd Tread Depth**	
	13x6.5-6	**4.5 Reliance**			
	14.00-24				
	16.9x30	**Kubota Tractor Model M5400 / M5700**			
	19.5L-24	**Drive Tire- For backhoe and construction equipment on and off the road. Gives long tread life on hard surface roads.**	**10 Ply**	**34/32nd Tread Depth**	
	21x7-12				
	21x7-18 NMS				
	23.5R25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL – V STEEL – K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN			

ATTACHMENT IV

		E. CUT RESISTANT TREAD DESIGN			
	29.5-25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL – V STEEL – K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN E. CUT RESISTANT TREAD DESIGN			No bid G.S
	24x12.00	**Kubota Front Deck Mower**	12 ply		
	205/75/15				
	235/85R16	**General specialty tire**			
	380/85/24				
	460/85/38				
	775/65R29				
	ST235/80R16				
	ST235/85R16				
	875/65R29				

ATTACHMENT V

SPECIALTY TIRES "FIRE EMERGENCY SERVICES"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		No bid G.O
NEW TIRE PURCHASE: Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
5.	All Tires must have Full Width Protector Ply.	
6.	All Tires must have at a minimum Three Steel Belt Construction	
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
8.	All Tires must have Side Wall Wear indicators.	
9.	All Tires must have Curb Guards.	
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	

ATTACHMENT V

11.	Each proposed tire must be specifically designed and rated for **FIRE SERVICE USE**. For safety reasons, the **EDINBURG FIRE DEPARMENT** will **ONLY CONSIDER MICHELIN TIRES** or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, these departments will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than **MICHELIN TIRES**, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under **NFPA 1911 and/or TRUCK MANUFACTURER** for **"FIRE EMERGENCY RESPONSE"**. **ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**	No Bid Go
15.	Fire Emergency Response Tires **SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS**; Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER MICHELIN TIRES, OR A DEPARTMENT APPROVED FIRE SERVICE RESPONSE TIRE.**	
	THE UNIT PRICE ON THIS BID SHALL INCLUDE VALVE STEMS, DISMOUNTING, MOUNTING, AND BALANCING. Bidder must maintain an adequate supply of all tire sizes available at all times.	

FIRE SERVICE TIRES

10.00R20	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R/24.5	Michelin XZY3 Goodyear G751 or approved equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **24/32nds**
12R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
LT215/85R16	Michelin Defenders or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
225/70R19.5 RSS	Goodyear G647 or approved Michelin equal	Load Range **"G"**	Minimum **14 Ply**	Tread Depth Minimum **16/32nds**
225/70R19.5 RSD	Goodyear G622 or approved Michelin equal	Load Range **"G"**	Minimum **14 Ply**	Tread Depth Minimum **19/32nds**
235/75R17.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **18 Ply**	Tread Depth Minimum **23/32nds**
LT245/75R16	Michelin LTX M+S² or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**

ATTACHMENT V

	A/T 265/70R17 115S M+S	Michelin LTX A/T² or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
	LT265/75R16	Goodyear Wrangler or approved Michelin equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **15/32nds**
	LT275/65R18 LR E	Goodyear Wrangler or approved Michelin equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **15/32nds**
	275/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"G"**	Minimum **18 Ply**	Tread Depth Minimum **23/32nds**
	285/75R24.5	Goodyear G399 LHS or approved Michelin equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **18/32nds**
	315/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	385/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	425/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	445/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	LT245/75R17 LR E		Load Range **"E"**		
	M/T LT275/70R18 LR E		Load Range **"E"**		
	HTP 265/65R18 M+S				
	365/80R20				
	LT 275/65R18 123/120 S				
	LT 275/65R18 LR C				
	225/70R19.5 LR G				

G·O
NO bid

G·O

ATTACHMENT VI

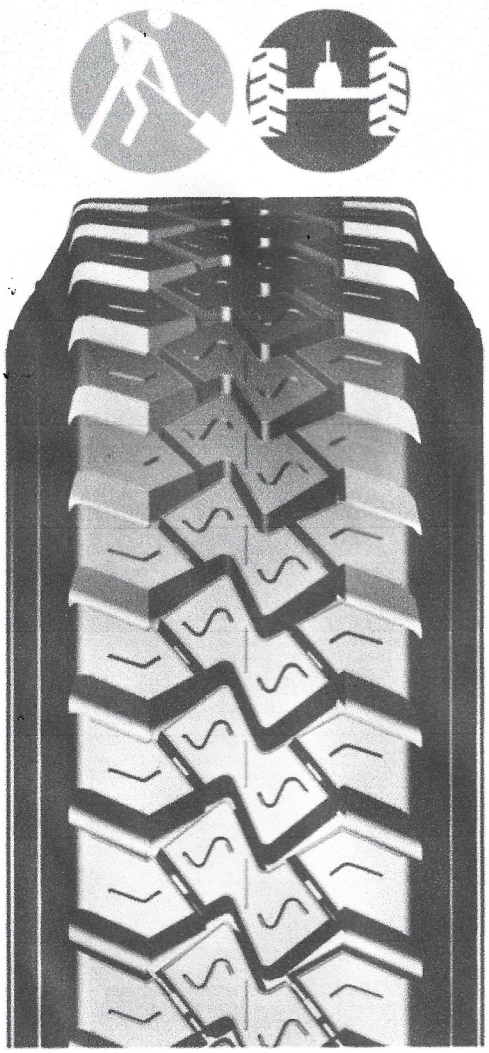
SPECIALTY TIRES "PICK UP TRUCK"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		No Bid G.O
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
5.	All Tires must have Full Width Protector Ply.	
6.	All Tires must have at a minimum Three Steel Belt Construction	
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
8.	All Tires must have Side Wall Wear indicators.	
9.	All Tires must have Curb Guards.	

ATTACHMENT VI

10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	
16.	Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. **All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**	
	All tires must have a Load Index Rating above "100"	
	All tires must have a minimum of 10ply rating	
	All tires must be All Terrain Tires AT/S unless specified different	

ATTACHMENT VII

	SERVICE CALLS	INITIALS
	If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.	G.O
18.	**These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.**	G.O
	A Service Call shall be charged "ONLY" once per event. (i.e. – if a flat is discovered during the 5AM Pre-Trip Inspection, the vendor will ONLY charge the 5AM Service Charge Plus the cost of the Flat as listed above. If in the event multiple flats are discovered the billing will remain the same, a single service call plus the cost of the repair(s).) If the vendor fails to identify a flat during his pre-trip inspection the City will ONLY pay for the service call associated with the Pre-Trip Inspection of the Fleet and will not pay for a Repair Service Call.	G.O
19.	All tires must have been produced within the last 12 months prior to delivery	G.O
20.	Warranty against defective material, workmanship, and failure to perform in accordance with required performance criteria for the life of the original tread, with the exception of road hazards (side failure shall not void the warranty)	G.O
21.	**Order, Delivery, Stock, and Pricing**	G.O
	a. The vendor must be able to deliver up to 16 tires of each size for each order placed.	G.O
	b. Tires must be delivered within four hours of order.	G.O
	c. Bid price will include all costs including fees for fuel or delivery charge.	G.O
	d. There is no minimum or maximum order quantity.	G.O
	e. Pricing will be held for the term of the contract.	G.O



Código	mm	mm
WHO 219 - 20.6	219	20.6
WHO 229 - 20.6	229	20.6
WHO 241 - 20.6	241	20.6

Tipo de camino:	Caminos secundarios, en malas condiciones y terracerías
Tracción:	Alta
Velocidad:	Baja
Hombro redondeado:	No
Características adicionales:	Diseño de bloques diagonales. Hombro abierto para mejor autolimpieza y enfriamiento al rodado

WHO / Waste Hauler Omega

Oyervides Tire Service llc

Sep.24 2024

8009 north 281 Edinburg TX 78542

To whom it may concern

This letter serves to inform you about our retread product which meets U.S standards. Our partnership with our retreater which is located in Mexico but have all U.S DOT permits to retread and import tires back to U.S.A

We offer an incredible warranty on our craftsmanship and product we have a full warranty that covers our product for the life of our retread

How ever we do have a minimum order of 50 units per order and a 7 -14-day return. We also have major brand tire casings with no repairs retreaded with our version of the Bdm or xyz I have included the info on.

Thank you for the opportunity to bid we are looking forward to providing our services whether it be tire repair or retread service thank you for you time

Sincerely,

STREET ADDRESS, CITY, ST ZIP CODE
T (123) 456-7890 U WWW.COMPANY.COM

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[SOUTHERN TIRE MART, LLC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2024-18

New Tires, Retread, and Flat Repair Services

RESPONSE DEADLINE: September 24, 2024 at 3:00 pm

Report Generated: Thursday, September 26, 2024

Southern Tire Mart, LLC Response

CONTACT INFORMATION

Company:
Southern Tire Mart, LLC

Email:
richard.conwill@stmtires.com

Contact:
Richard Conwill

Address:
800 Highway 98 Byp
Columbia, MS 39429

Phone:
N/A

Website:
www.stmtires.com

Submission Date:
Sep 24, 2024 8:43 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Attach a copy of your company's insurance certificate.*

Pass

Please attach the insurance certificate

COI.pdf

2. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

General_Questionnaire.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Disclosure_Form.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
Pass

HB 89

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

House_Bill_89.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

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...

Senate_Bill_13.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
Pass

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...

Senate_Bill_19.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Pass

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...

Noncollusion_Affidavit.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
Fail

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/ .

1295.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
Pass

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/.

Confirmed

3. Specification Forms

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT_I_-_STEERING_AXL...

Attachment_I.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT_II_-_DRIVE_AXLE_...

Attachment_II.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT_III_-_TIRE_RETRE...

Attachment_III.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Please download the below documents, complete, and upload.

- ATTACHMENT_IV_-_CONSTRUCTIO...

Attachment_IV.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT_V_-_SPECIALTY_TI...

Attachment_V.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT_VI_-_SPECIALTY_T...

Attachment_VI.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT_VII_-_SERVICE_CA...

Attachment_VII.pdf

PLEASE ATTACH ANY OTHER DOCUMENTS THAT ARE DEEMED NECESSARY FOR THIS BID.
Agreement_Signed.pdf
.Bridgestone_Firestone_Passenger_Warranty_2024v2.pdf
FIRESTONE_AG_Warranty_Broch_Update_V2_2.4.19...pdf
maxam-warranty-618.pdf
michelin-oe-tires-owners-manual-warranty..pdf
TRAILER_MASTER_TIRE_WARRANTY.pdf
Final_SPECS.pdf

galaxyprimexconst-oe-warranty-0719013-1.pdf

PRICE TABLES

STEER AXLE TIRES

Tires must be an All Position or Steering Optimized Radial; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION “CITY APPROVED AND ACCEPTANCE LETTER” SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT I FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
11.1	62	11R22.5		$447.24	25.00	30.00	195.00	FIRESTONE ART#003159	See Attached
11.2	80	315/80R22.5		$515.25	35.00	30.00	195.00	FIRESTONE ART#244465	See Attached
11.3	8	385/65R22.5		$624.24	35.00	30.00	195.00	BRIDGESTONE ART#001073	See Attached
11.4	8	425/65R22.5		$673.00	35.00	30.00	195.00	BRIDGESTONE ART#000312	See Attached

DRIVE AXLE TIRES

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT II FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.1	94	11R22.5		$380.50	25.00	30.00	195.00	FIRESTONE ART#211206	See Attached
12.2	1	315/80R22.5		$737.25	35.00	30.00	195.00	BRIDGESTONE ART#003134	See Attached
12.3	1	425/65R22.5		$753.35	35.00	30.00	195.00	BRIDGESTONE ART#241371	See Attached

TIRE RETREAD

RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service; designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that

line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT III FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Casing Cost (New)	Mold Type	Tread Depth & Load Range	Cost Per Section Repair	Turnaround Time	Warranty
13.1	1	11R22.5		$215.07	BANDAG BDM3	26/32 LRH	26.50	7 DAYS	DEFECTIVE WORKMANSHIP AND MATERIAL
13.2	1	315/80R22.5		$281.41	BANDAG BDM3	26/32 LRH	26.50	7 DAYS	DEFECTIVE WORKMANSHIP AND MATERIAL

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES

All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT IV FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.1	1	2.5-80-18		$290.00	25.00			GALAXY R4 12PR	See Attached
14.2	1	4-5-24	X	No Bid					
14.3	2	11L-15SL		$146.41	25.00			REGENCY F3 ART#019046	See Attached
14.4	4	12.5-80.18		$215.65	25.00			GALAXY R4 12PR ART#GAL201289	See Attached

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.5	1	13x6.5-6		$19.95	15.00			OTR CHEVRON BSW	See Attached
14.6	1	14.00-24		$445.00	65.00			GALAXY G2 ART#GAL287411	See Attached
14.7	1	16.9x30		$675.00	75.00			GALAXY R-1 ART#GAL540560	See Attached
14.8	4	19.5L-24		$424.00	75.00			ASCENSO R4 ART#3002020011	See Attached
14.9	1	21x7-12		$89.90	25.00			OTR I-1 RIB IMPLEMENT BSW	See Attached
14.10	1	21x7-18 NMS	X	No Bid					
14.11	20	23.5R25		$1,394.28	120.00			MAXAM MS301 ART#MAX030107	See Attached
14.12	36	29.5-25		$2,770.14	145.00			MAXAM MS301 ART#MAX030114	See Attached
14.13	1	24x12.00	X	No Bid					
14.14	1	205/75/15		$62.00	15.00	15.00		TRAILMASTER 10PR ART#TMST05	See Attached
14.15	1	235/85R16		$98.00	15.00	15.00		TRAILMASTER 10PR ART#TMST18	See Attached
14.16	1	380/85/24		$424.66	75.00			MAXAM M951 ART#MAX951008	See Attached
14.17	1	460/85/38		$875.35	75.00			MAXAM M951 ART#MAX951017	See Attached

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.18	1	775/65R29		$3,799.08	150.00			MAXAM M302 ART#MAXV031392	See Attached
14.19	1	ST235/80R16		$98.00	15.00	15.00		TRAILMASTER ART#TMST08	See Attached
14.20	1	ST235/85R16		$98.00	15.00	15.00		TRAILMASTER ART#TMST18	See Attached
14.21	1	875/65R29		$5,107.49	150.00			MAXAM M302 ART#MAX031396	See Attached

SPECIALTY TIRES “FIRE EMERGENCY SERVICES”

Each proposed tire must be specifically designed and rated for FIRE SERVICE USE. For safety reasons, the EDINBURG FIRE DEPARMENT will ONLY CONSIDER MICHELIN TIRES or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, this department will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than MICHELIN TIRES, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under NFPA 1911 and/or TRUCK MANUFACTURER for “FIRE EMERGENCY RESPONSE”. ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION “CITY APPROVED AND ACCEPTANCE LETTER” SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire	X	No Bid					
15.2	12	10.00R20 Steering Tire	X	No Bid					
15.3	36	11R22.5 Drive Tire		$494.34	25.00	30.00	6.00	BRIDGESTONE ART#003130	See Attached
15.4	36	11R22.5 Steering Tire		$467.85	25.00	30.00	6.00	BRIDGESTONE ART#206973	See Attached
15.5	6	11R24.5 Drive Tire		$546.47	25.00	30.00	6.00	BRIDGESTONE ART#003132	See Attached
15.6	36	12R22.5 Drive Tire		$599.90	25.00	30.00	6.00	BRIDGESTONE ART#003131	See Attached
15.7	36	12R22.5 Steering Tire		$378.00	25.00	30.00	6.00	BRIDGERSTONE ART#000278	See Attached
15.8	6	LT215/85R16		$145.85	15.00	15.00	3.50	BF GOODRICH ART#19836	See Attached
15.9	6	225/70R19.5 RSS		$249.00	25.00	30.00	6.00	BF GOODRICH ART#21717	See Attached
15.10	12	225/70R19.5 RSD		$265.00	25.00	30.00	6.00	BF GOODRICH ART#83490	See Attached
15.11	12	235/75R17.5		$285.73	25.00	30.00	6.00	YOKOHAMA ART#120112402	See Attached
15.12	4	LT245/75R16		$255.00	15.00	15.00	3.50	MICHELIN ART#26848	See Attached
15.13	4	A/T 265/70R17 115S M+S		$145.00	15.00	15.00	3.50	BF GOODRICH ART#71447	See Attached

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.14	4	LT265/75R16		$186.28	15.00	15.00	3.50	BF GOODRICH ART#14355	See Attached
15.15	4	LT275/65R18 LR E		$225.00	15.00	15.00	3.50	BF GOODRICH ART#03069	See Attached
15.16	8	275/80R22.5		$417.35	25.00	30.00	6.00	BRIDGESTONE ART#002920	See Attached
15.17	2	285/75R24.5		$379.50	25.00	30.00	6.00	BRIDGESTONE ART#248749	See Attached
15.18	16	315/80R22.5		$539.88	25.00	30.00	6.00	BRIDGESTONE ART#249038	See Attached
15.19	4	385/65R22.5		$624.24	25.00	30.00	6.00	BRIDGESTONE ART#001073	See Attached
15.20	2	425/65R22.5		$673.00	25.00	30.00	6.00	BRIDGESTONE ART#000312	See Attached
15.21	2	445/65R22.5		$855.48	25.00	30.00	6.00	BRIDGESTONE ART#001074	See Attached
15.22	2	LT245/75R17 LR E		$185.00	25.00	15.00	3.50	BF GOODRICH ART#39532	See Attached
15.23	2	M/T LT275/70R18 LR E		$239.00	15.00	15.00	3.50	BF GOODRICH ART#10199	See Attached
15.24	2	HTP 265/65R18 M+S		$168.20	15.00	15.00	3.50	BF GOODRICH ART#57310	See Attached
15.25	2	365/80R20		$1,008.01	75.00		28.50	BRIDGESTONE ART#424757	See Attached
15.26	2	LT 275/65R18 123/120 S		$225.00	15.00	15.00	3.50	BF GOODRICH ART#03069	See Attached

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.27	2	LT 275/65R18 LR C		$214.00	15.00	15.00	3.50	MICHELLIN ART#73594	See Attached
15.28	2	225/70R19.5 LR G		$249.00	15.00	15.00	6.00	BF GOODRICH ART#21717	See Attached

SPECIALTY TIRES “PICK UP TRUCK”

Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT VI FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.1	1	225/65R16		$85.03	15.00	15.00	69.95	FIRESTONE ART#004046	See Attached
16.2	1	225/65R17		$102.20	15.00	15.00	69.95	FIRESTONE ART#006578	See Attached
16.3	1	225/70R19.5		$275.77	15.00	15.00	69,95	FIRESTONE ART#004196	See Attached

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.4	1	265/70R17		$173.42	15.00	15.00	69.95	FIRESTONE ART#013868	See Attached
16.5	1	215/75R17.5		$279.51	15.00	15.00	69.95	FIRESTONE ART#248511	See Attached
16.6	1	LT215/75R15		$99.90	15.00	15.00	69.95	FIRESTONE ART#005343	See Attached
16.7	34	LT235/85R16		$114.55	15.00	15.00	69.95	FIRESTONE ART#002759	See Attached
16.8	16	245/70R17		$106.50	15.00	15.00	69.95	FIRESTONE ART#005369	See Attached
16.9	1	LT245/75R16		$109.28	15.00	15.00	69.95	FIRESTONE ART#002761	See Attached
16.10	4	275/65R18		$119.87	15.00	15.00	69.95	FIRESTONE ART#005392	See Attached
16.11	1	285/70/17		$155.87	15.00	15.00	69.95	FIRESTONE ART#014468	See Attached
16.12	1	225/75R15		$113.87	15.00	15.00	69.95	FIRSTONE ART#005344	See Attached
16.13	32	235/70R16		$109.66	15.00	15.00	69.95	FIRESTONE ART#005338	See Attached
16.14	4	265/70R16		$139.34	15.00	15.00	69.95	FIRESTONE ART#005354	See Attached
16.15	1	245/75R17		$106.50	15.00	15.00	69.95	FIRESTONE ART#005369	See Attached
16.16	1	LT285/70R17		$163.67	15.00	15.00	69.95	FIRESTONE ART#004371	See Attached

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.17	1	205/75R15		$89.77	15.00	15.00	69.95	FIRESTONE ART#148980	See Attached

FLAT REPAIR SERVICES

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.1	1	10.00R20	X	No Bid					
17.2	1	11L-15		$28.50	28.50	22.50	12.00		3.50
17.3	1	11R22.5		$32.50	32.50	25.00	12.00		6.00
17.4	1	11R24.5		$32.50	32.50	25.00	12.00		6.00
17.5	1	12.5-80.18		$32.50	32.50	25.00	12.00		6.00
17.6	1	12R22.5		$32.50	32.50	25.00	12.00		6.00
17.7	1	13x6.5-6		$17.50	17.50	15.00	12.00		3.50
17.8	1	14.00-24		$75.00	75.00	65.00	20.00		28.50
17.9	1	16.9x30		$82.50	82.50	75.00	30.00		28.50
17.10	1	19.5L-24		$82.50	82.50	75.00	30.00		28.50
17.11	1	2.5-80-18		$32.50	32.50	25.00	12.00		3.50
17.12	1	205/75/15		$17.50	17.50	15.00	10.00		3.50
17.13	1	215/75R15		$17.50	17.50	15.00	10.00		3.50
17.14	1	215/75R17.5		$32.50	32.50	25.00	12.00		3.50

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.15	1	215/85R16		$17.50	17.50	15.00	10.00		3.50
17.16	1	21x7-12		$17.50	17.50	15.00	10.00		3.50
17.17	1	21x7-18		$17.50	17.50	15.00	10.00		3.50
17.18	1	225/65R16		$17.50	17.50	15.00	10.00		3.50
17.19	1	225/65R17		$17.50	17.50	15.00	10.00		3.50
17.20	1	225/70R19.5		$32.50	32.50	25.00	12.00		3.50
17.21	1	225/75R15		$17.50	17.50	15.00	10.00		3.50
17.22	1	23.5R25		$120.00	120.00	110.00	55.00		28.50
17.23	1	235/70R16		$17.50	17.50	15.00	10.00		3.50
17.24	1	235/75R17.5		$32.50	32.50	25.00	12.00		3.50
17.25	1	235/80R16		$17.50	17.50	15.00	10.00		3.50
17.26	1	235/85R16		$17.50	17.50	15.00	10.00		3.50
17.27	1	245/70R17		$17.50	17.50	15.00	10.00		3.50
17.28	1	245/75R16		$17.50	17.50	15.00	10.00		3.50
17.29	1	245/75R17		$17.50	17.50	15.00	10.00		3.50
17.30	1	24x12.00		$17.50	17.50	15.00	10.00		3.50
17.31	1	265/65R18		$17.50	17.50	15.00	10.00		3.50
17.32	1	265/70R16		$17.50	17.50	15.00	10.00		3.50
17.33	1	265/70R17		$17.50	17.50	15.00	10.00		3.50

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.34	1	265/75R16		$17.50	17.50	15.00	10.00		3.50
17.35	1	275/65R18		$17.50	17.50	15.00	10.00		3.50
17.36	1	275/70R18		$17.50	17.50	15.00	10.00		3.50
17.37	1	275/80R22.5		$38.50	38.50	35.00	10.00		6.00
17.38	1	285/70R17		$17.50	17.50	15.00	10.00		3.50
17.39	1	285/75R24.5		$32.50	32.50	25.00	12.00		6.00
17.40	1	29.5-25		$150.00	150.00	135.00	50.00	19.95	75.00
17.41	1	315/80R22.5		$38.50	38.50	35.00	12.00		6.00
17.42	1	365/80R20		$75.00	75.00	65.00	35.00	19.95	28.50
17.43	1	380/85/24		$75.00	75.00	65.00	35.00		28.50
17.44	1	385/65R22.5		$45.00	45.00	40.00	15.00		6.00
17.45	1	425/65R22.5		$45.00	45.00	40.00	15.00		6.00
17.46	1	445/65R22.5		$45.00	45.00	40.00	15.00		6.00
17.47	1	4-5-24		$45.00	45.00	40.00	15.00		6.00
17.48	1	460/85/38		$95.00	85.00	75.00	35.00		28.50
17.49	1	775/65R29		$150.00	150.00	135.00	50.00	19.95	75.00
17.50	1	875/65R29		$150.00	150.00	135.00	50.00	19.95	75.00

SERVICE CALLS

These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT VII FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Line Item	Description	No Bid	Unit Price	Unit Price
18.1	Sunday Pretrip Inspection		$100.00	Per Hour
18.2	5 AM Pretrip Inspection Mon-Friday		$75.00	Per Hour
18.3	Repair Call 7AM – 7PM		$50.00	Once Per Event
18.4	Repair Call 7PM – 7AM		$50.00	Once Per Event

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/4/2024

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 Arthur J. Gallagher Risk Management Services, LLC 1076 Highland Colony Parkway, Suite 300 Ridgeland MS 39157	**CONTACT NAME:** Cheryl Ann Bates **PHONE (A/C, No, Ext):** 601-420-1905 **FAX (A/C, No):** 601-420-1890 **E-MAIL ADDRESS:** cheryl_bates@ajg.com
INSURED SOUTTIR-05 Southern Tire Mart, LLC 800 Highway 98 Columbia, MS 39429	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Arch Insurance Company — 11150 **INSURER B :** Hartford Fire Insurance Company — 19682 **INSURER C :** Hartford Accident and Indemnity Company — 22357 **INSURER D :** Lexington Insurance Company — 19437 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1357258746 **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	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	43 CSE S86201	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 5,000,000 $ 5,000,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ 5,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	43 CSE S86202	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED RETENTION $	Y	Y	UXP103365804	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ $
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	43 WN S86200 023627827	10/1/2023 10/1/2023	10/1/2024 10/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	Garagekeepers			43 CSE S86202	10/1/2023	10/1/2024	500,000 Ded $500,000 Comp Ded $500,000 Coll	

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

Certificate Holder is Additional Insured on all policies and provided a Waiver of Subrogation on all policies when required by a contract executed prior to a loss. A 30 Day Notice of Cancellation applies except for Non-Payment of premium. Coverages on all liability policies are Primary and Non-Contributory, Contractual Liability coverage is afforded on General Liability policy. Excess Policies are Follow Form in regards to Auto Liability, General Liability, and Employers Liability.

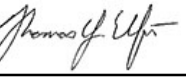
CERTIFICATE HOLDER

City of Edinburg
PO Box 1079
Edinburg TX 78540

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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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above**.**

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor**;**

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors
working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment–related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person’s or organization’s "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment–related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed**,** in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (**d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities**.**

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be
added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "**Advertising idea"** means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

a. Refusal to employ that person;

b. Termination of that person's employment; or

c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section **III** – Limits of Insurance;

    b. A sidetrack agreement;

    c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    e. An elevator maintenance agreement;

    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

    Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

    However, Paragraph **f.** does not include that part of any contract or agreement:

    (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

    (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

    (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

    (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. **"Loading or unloading"** means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

    b. While it is in or on an aircraft, watercraft or "auto"; or

    c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

    (1) Power cranes, shovels, loaders, diggers or drills; or

    (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

    e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Southern Tire Mart, LLC
(Full, correct legal name)

- Address: 800 Highway 98 Columbia, MS 39429
- Telephone/Fax: 877-786-4681/ 601-651-0655
- Email address: gov-sales@stmtires.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No✓____

3. Is your Company authorized and/or licensed to do business in Texas?
Yes✓____ No____

4. Where is the Company's corporate headquarters located? 800 Highway 98 Columbia, MS 39429

5. a. Does the Company have an office located in Edinburg, Texas?

4. We have a location in Weslaco, TX

Yes____ No✓____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓____

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Richard Conwill
Address: 800 Highway 98 Columbia, MS 39429
Telephone: 601-410-4762
Fax: 601-651-0655
Email: gov-sales@stmtires.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES **NO**

1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One YES **NO**

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES **NO**

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Richard Conwill- Director of Government Sales

TYPE/PRINT NAME AND TITLE:

09/11/2024

DATE:

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

09/11/2024

Company/Vendor Name:

Southern Tire Mart, LLC

Printed Name and Title:

Richard Conwill- Director of Government Sales

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Richard Conwill, the undersigned representative of

Southern Tire Mart, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

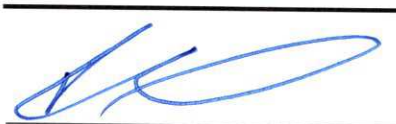
2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Richard Conwill- Director of Government Sales

TYPE/PRINT NAME AND TITLE:

09/11/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Richard Conwill, the undersigned representative of

Southern Tire Mart, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Richard Conwill- Director of Government Sales

TYPE/PRINT NAME AND TITLE:

09/11/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Richard Conwill, the undersigned representative of Southern Tire Mart, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(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 firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Richard Conwill- Director of Government Sales

TYPE/PRINT NAME AND TITLE:

09/06/2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ~~TEXAS~~ Mississippi

COUNTY OF ~~HIDALGO~~ Marion

Richard Conwill, being first duly sworn, deposes and says that: *(Name)*

(1) He is ~~President~~ Director of Government Sales of Southern Tire Mart, LLC, the Bidder that has submitted the attached Bid; *(Company)*

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Director of Government Sales

Subscribed and sworn to me this 20th day of September 2024.

By: Stephanie E. Harrington

Notary Public

STATE OF MISSISSIPPI
STEPHANIE E. HARRINGTON
ID# 94957
NOTARY PUBLIC
Comm. Expires
Jan. 6, 2026
MARION COUNTY

My commission expires 1/6/2026

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1217372

Date Filed:
09/20/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Southern Tire Mart, LLC
Columbia, MS United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024-18
New Tires, Retread, and Flat Repair Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Duff, Thomas	Columbia, MS United States	X	
Duff, James	Columbia, MS United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Richard Conwill, and my date of birth is 09/10/1950.

My address is 800 Highway 98 (street), Columbia (city), MS (state), 39429 (zip code), USA (country).

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

Executed in Marion County, State of Mississippi, on the 20th day of September (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

ATTACHMENT I

STEER AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		RC
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		RC
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		RC
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	RC
2.	The tires shall be new; **TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	RC
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	RC
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	RC
5.	All Tires must have Full Width Protector Ply.	RC
6.	All Tires must have at a minimum Three Steel Belt Construction	RC
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	RC
8.	All Tires must have Side Wall Wear indicators.	RC

ATTACHMENT I

9.	All Tires must have Curb Guards.					
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.					
11.	**Tires must be an All Position or Steering Optimized Radial;** optimized for exceptional traction and wear in mixed and severe on/off road service. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**					
	11R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M760, M726, M713, M870, M864 or equal manufacture approved	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**	
	315/80R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M760, M726, M713, M870, M864 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	
	385/65R22.5	Goodyear G296; Michelin XZY3; Bridgestone M864 or equal manufacture approved	Load Range "J"	Minimum **18 Ply**	Tread Depth Minimum **22/32nds**	
	425/65R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M864 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	

ATTACHMENT II

DRIVE AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
5.	All Tires must have Full Width Protector Ply.	
6.	All Tires must have at a minimum Three Steel Belt Construction	
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
8.	All Tires must have Side Wall Wear indicators.	

ATTACHMENT II

9.	All Tires must have Curb Guards.					
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.					
12	Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**					
	11R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **30/32nds**	
	315/80R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **28/32nds**	
	425/65R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	

ATTACHMENT III

	TIRE RETREAD			INITIALS
	If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.			
13.	**RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service;** designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**			
	11R22.5	**Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration**	Tread Depth Minimum: 26/32nds or better	
	315/80R22.5	**Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration**	Tread Depth Minimum: 32/32nds or better	

ATTACHMENT IV

	CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES				INITIALS
	If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.				
14.	All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**				
	2.5-80-18				
	4-5-24				
	11L-15SL	**Steering Tire – Shock-fortified nylon cord body and cut-resistant sidewall.**	**8 ply**	**33/32nd Tread Depth**	
	12.5-80.18	**Steering Tire – Deep overlapping bar cleats and low profile provide excellent traction and flotation with skid-steer loaders.**	**12 Ply**	**32/32nd Tread Depth**	
	13x6.5-6	**4.5 Reliance**			
	14.00-24				
	16.9x30	**Kubota Tractor Model M5400 / M5700**			
	19.5L-24	**Drive Tire- For backhoe and construction equipment on and off the road. Gives long tread life on hard surface roads.**	**10 Ply**	**34/32nd Tread Depth**	
	21x7-12				
	21x7-18 NMS				
	23.5R25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL – V STEEL – K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN			

ATTACHMENT IV

		E. CUT RESISTANT TREAD DESIGN			
	29.5-25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL – V STEEL – K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN E. CUT RESISTANT TREAD DESIGN			
	24x12.00	**Kubota Front Deck Mower**	**12 ply**		
	205/75/15				
	235/85R16	**General specialty tire**			
	380/85/24				
	460/85/38				
	775/65R29				
	ST235/80R16				
	ST235/85R16				
	875/65R29				

ATTACHMENT V

SPECIALTY TIRES "FIRE EMERGENCY SERVICES"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		K
NEW TIRE PURCHASE: Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		K
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		K
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	K
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	K
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	K
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	K
5.	All Tires must have Full Width Protector Ply.	K
6.	All Tires must have at a minimum Three Steel Belt Construction	K
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	K
8.	All Tires must have Side Wall Wear indicators.	K
9.	All Tires must have Curb Guards.	K
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	K

11.	Each proposed tire must be specifically designed and rated for **FIRE SERVICE USE**. For safety reasons, the **EDINBURG FIRE DEPARMENT** will **ONLY CONSIDER MICHELIN TIRES** or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, these departments will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than **MICHELIN TIRES**, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under **NFPA 1911 and/or TRUCK MANUFACTURER** for **"FIRE EMERGENCY RESPONSE"**. **ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**	
15.	Fire Emergency Response Tires **SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS**; Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER MICHELIN TIRES, OR A DEPARTMENT APPROVED FIRE SERVICE RESPONSE TIRE.**	
	THE UNIT PRICE ON THIS BID SHALL INCLUDE VALVE STEMS, DISMOUNTING, MOUNTING, AND BALANCING. Bidder must maintain an adequate supply of all tire sizes available at all times.	

FIRE SERVICE TIRES

10.00R20	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R/24.5	Michelin XZY3 Goodyear G751 or approved equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **24/32nds**
12R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
LT215/85R16	Michelin Defenders or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
225/70R19.5 RSS	Goodyear G647 or approved Michelin equal	Load Range **"G"**	Minimum **14 Ply**	Tread Depth Minimum **16/32nds**
225/70R19.5 RSD	Goodyear G622 or approved Michelin equal	Load Range **"G"**	Minimum **14 Ply**	Tread Depth Minimum **19/32nds**
235/75R17.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **18 Ply**	Tread Depth Minimum **23/32nds**
LT245/75R16	Michelin LTX M+S² or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**

ATTACHMENT V

	A/T 265/70R17 115S M+S	Michelin LTX A/T² or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
	LT265/75R16	Goodyear Wrangler or approved Michelin equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **15/32nds**
	LT275/65R18 LR E	Goodyear Wrangler or approved Michelin equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **15/32nds**
	275/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"G"**	Minimum **18 Ply**	Tread Depth Minimum **23/32nds**
	285/75R24.5	Goodyear G399 LHS or approved Michelin equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **18/32nds**
	315/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	385/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	425/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	445/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	LT245/75R17 LR E		Load Range **"E"**		
	M/T LT275/70R18 LR E		Load Range **"E"**		
	HTP 265/65R18 M+S				
	365/80R20				
	LT 275/65R18 123/120 S				
	LT 275/65R18 LR C				
	225/70R19.5 LR G				

ATTACHMENT VI

SPECIALTY TIRES "PICK UP TRUCK"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	
5.	All Tires must have Full Width Protector Ply.	
6.	All Tires must have at a minimum Three Steel Belt Construction	
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	
8.	All Tires must have Side Wall Wear indicators.	
9.	All Tires must have Curb Guards.	

ATTACHMENT VI

10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	
	Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department.	
16.	**All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**	
	All tires must have a Load Index Rating above "100"	
	All tires must have a minimum of 10ply rating	
	All tires must be All Terrain Tires AT/S unless specified different	

ATTACHMENT VII

	SERVICE CALLS	INITIALS
	If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.	
18.	**These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.**	
	A Service Call shall be charged "ONLY" once per event. (i.e. – if a flat is discovered during the 5AM Pre-Trip Inspection, the vendor will ONLY charge the 5AM Service Charge Plus the cost of the Flat as listed above. If in the event multiple flats are discovered the billing will remain the same, a single service call plus the cost of the repair(s).) If the vendor fails to identify a flat during his pre-trip inspection the City will ONLY pay for the service call associated with the Pre-Trip Inspection of the Fleet and will not pay for a Repair Service Call.	
19.	All tires must have been produced within the last 12 months prior to delivery	
20.	Warranty against defective material, workmanship, and failure to perform in accordance with required performance criteria for the life of the original tread, with the exception of road hazards (side failure shall not void the warranty)	
21.	**Order, Delivery, Stock, and Pricing**	
	a. The vendor must be able to deliver up to 16 tires of each size for each order placed.	
	b. Tires must be delivered within four hours of order.	
	c. Bid price will include all costs including fees for fuel or delivery charge.	
	d. There is no minimum or maximum order quantity.	
	e. Pricing will be held for the term of the contract.	

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND VENDOR FOR NEW TIRES, RETREADS AND FLAT REPAIR SERVICES

The City of Edinburg (hereinafter called "City"), and VENDOR, (herein called "Vendor"), are parties to this agreement to provide service as specified in the Request for Bid # 2024-__ specifications.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain products and services in connection therewith; and,

WHEREAS, Vendor represents that is has the knowledge, ability, equipment, and personnel to properly provide products and services needed by the City;

NOW, THEREFORE, the City and Vendor do mutually agree as follows:

SECTION I
EMPLOYMENT OF VENDOR

Vendor agrees to provide all labor, materials, and equipment necessary to provide products and perform work as described in Exhibit A - Request for Bid No. 2024-__ and proposal submitted by Vendor. City agrees to employ Vendor to furnish and provide products and related services as stated in this agreement and Exhibit "A". Upon receipt of such goods and services to the City's satisfaction, City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor shall, in the scope of its work, provide service (herein called "Product") as specifically identified in **Exhibit "A",** Request for Bid No. 2024-__, and in the proposal submitted by Vendor. Signatures by both parties on this Agreement shall be deemed authorization to proceed.

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
RESPONSIBILITIES OF CITY

A. City will facilitate Vendor's work with the following tasks:

1. Provide Vendor with its requirements for the Product.

2. Assist Vendor by providing information reasonably available to the City and pertinent to the Product.

3. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defects in Product.

SECTION IV
RESPONSIBILITIES OF VENDOR

A. Vendor shall deliver the Product described in **Exhibit "A".**

B. Vendor shall perform 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, and completeness of the Product furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in delivering the Product. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Vendor shall keep the City informed regarding the Products delivered under this Agreement. In connection with the delivery of the Products by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Product as City may request.

D. City's review, approval, or acceptance of Product shall not in any way relieve Vendor of responsibility for the technical adequacy of the Product. Neither City's review, approval, or acceptance of, nor payment for, any of the Product 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.

E. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance related to the Product furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

F. Vendor's obligations under this clause are in addition to the Vendor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Vendor for Vendor's errors or omissions.

SECTION V
PAYMENT AND FEES

A. City agrees to pay Vendor for service herein contracted pursuant to the unit prices equal to or less than those listed in Exhibit "A". Nothing in this agreement will restrict the Vendor from providing service at unit pricing less than the listed unit item price in Exhibit "A".

B. All invoices, billing statements, and shipping reports will be computer generated. Hand written invoices, billing statements, shipping reports are not acceptable.

C. City is to be billed on a monthly basis. The billing statement is to include a line item format.

D. 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 Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor'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. Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

d. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

e. Any Services are defective, requiring correction or replacement;

f. City has been required to correct defective Services or has accepted defective Services;

g. Liens have been filed in connection with the Services; or

h. Other items entitle City to a set-off against the payment amount.

If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Vendor 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 Vendor's employees' taxes. Vendor 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. Vendor 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. Prior to and as a condition of final payment to Vendor following termination or expiration of this Agreement as defined below, Vendor shall deliver to City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims 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 September 30, 2025.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement with 10 days' notice providing an opportunity to cure if, in the City's sole judgment, Vendor breaches or violates any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Vendor except for charges for Product delivered by Vendor and accepted by the City prior to receipt of notice of termination or completion. 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. The City reserves the right to suspend this Agreement, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume delivering Product to the City when directed to do so by the City. The City shall have no liability to Vendor except for charges for Product delivered by Vendor and accepted by the City prior to receipt of notice of suspension of Services.

E. Upon termination or suspension of this Agreement under this Section, the City may obtain the services of another entity to deliver Product under this Agreement.

SECTION VII
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 Vendor 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 VIII
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 expenses, including attorneys' fees, costs, and expenses.

SECTION IX
INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any third party claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees for injury to or death to any person or for damage to any property, to the extent directly arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to the Product.

SECTION X
LIMITATION OF LIABILITY

A. Vendor 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 Vendor's total fees for the Services rendered. Vendor 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, Vendor's performance, or of any other obligations relating to this Agreement, 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 XI
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 XII
NO PENDING LITIGATION

A. 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 Vendor threated against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIII
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 XIV
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 Vendor:

VENDOR Southern Tire Mart, LLC
ADDRESS 800 Highway 98 Columbia, MS 39482
Attn.: Richard Conwill

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 XV
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 XVI
SUCCESSORS AND ASSIGNS

City and Vendor 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 Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other. Specifically, but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

SECTION XVII
CONFLICT OF TERMS

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.

SECTION XVIII
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 Product with knowledge of a breach by Vendor 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 Product or payment to Vendor 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 Product 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 4th day of September, 2024.

CITY OF EDINBURG:

BY:_____
Myra 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:

BY:_____
Josephine Ramirez Solis
City Attorney

VENDOR Southern Tire Mart, LLC

BY:_____
NAME Richard Conwill
ADDRESS 800 Highway 98 Columbia, MS 39482
Phone: 877-786-4681
Email: gov-sales@stmtires.com

Attachment:
Exhibit "A" – Request for Bid No. 2024-__
Exhibit "B" - Insurance

BRIDGESTONE

Firestone and associated brands

Line Items 11.1-11.4, 12.1-12.3
15.3-15.28, 16.1-16.17

Warranty Manual

Replacement Market Passenger and Light Truck Tires

including

Run-Flat Technology (RFT)

B-SEAL

Self-Supporting Tires (SST)

B-SILENT

Extended Mobility Tires (EMT)

EN

Effective Date 01/01/2024

REPLACEMENT MARKET PASSENGER AND LIGHT TRUCK TIRES

WHAT IS AN ELIGIBLE TIRE

Congratulations! You have just purchased quality tires from an authorized BRIDGESTONE, FIRESTONE, or ASSOCIATED BRANDS tire retailer (referred to in this manual as "DEALER"). This Limited Warranty covers new BRIDGESTONE, FIRESTONE, FUZION, and PRIMEWELL brand passenger and light truck tires. Note that SUREDRIVE and LEMANS brand limited warranty details are published in a separate limited warranty manual and are not included in this manual. Also note that the DURAVIS R238 and the DURAVIS M705 tire line limited warranty details are published in a separate limited warranty manual and are not included in this manual.

This Limited Warranty only applies to the original purchaser, and is valid if all of the following apply:

- The tire was purchased and primarily used in the continental United States, Alaska, Hawaii, and/or the District of Columbia after December 31, 2023.
- The tire is a size and speed rating equivalent to or greater than that specified by the vehicle manufacturer (exception: coverage applies to properly repaired tires which may have voided the tire's speed rating).
- The tire has been used only on the passenger or light truck vehicle on which it was originally installed.
- The tire has not been used in commercial service (exception: certain coverage applies to Bridgestone DURAVIS and Firestone TRANSFORCE tires if used in commercial service).
- Some DEALER locations (wholesale clubs, on-line purchases, and the like) may not service your warranty unless you hold a current membership and/or have purchased your tires at their location. Check with your DEALER to see if they have specific warranty processing requirements.
- Some Bridgestone / Firestone brand tires are sold exclusively through select DEALERS. Other DEALER locations may not service your warranty for these tires. Check with your DEALER to see if they have specific warranty processing requirements for your specific Bridgestone / Firestone brand tire.
- The tire is less than 10 (ten) years from the date of tire manufacture.
- The tire must be classified as a passenger and/or light truck tire. Tires classified as "commercial" tires (truck or bus) are not covered through this Limited Warranty and are addressed in the appropriate limited warranty manual for commercial tires. Commercial tires are any tire with the following rim sizes: 17.5-inch, 19.5-inch, 22.5-inch, or 24.5-inch.
- The tire was used and maintained in accordance with all the terms contained within this manual and/or the accompanying Tire Maintenance and Safety manual available at www.bridgestonetire.com/customer-care/tire-warranties.
- **IMPORTANT: By submitting a tire for consideration under this Limited Warranty you are certifying that the tire was not involved in any accident involving personal injury or property damage other than damage to the tire itself, that the tire is free and clear of all liens, and that you save Bridgestone Americas Tire Operations LLC. harmless for any claims or loss resulting from liens on the aforesaid tire.**

WHAT IS WARRANTED and FOR HOW LONG

An eligible tire that becomes unusable for any reason within the manufacturer's control will be replaced with an equivalent new Bridgestone, Firestone or Associated Brands tire on the basis set forth in this Limited Warranty. Each tire brand has specific warranty coverage and certain conditions that apply; for details, see "Each Brand's Limited Warranty Coverage."

WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

ROAD HAZARDS/MISAPPLICATION/ABUSE Tire damage or irregular wear due to:

A. **Road hazards,** including, without limitation: Puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.

B. **Improper use or operation,** including, without limitation: Improper inflation pressure, overloading, tire/wheel spinning, use of an improper wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.

C. **Insufficient or improper maintenance,** including, without limitation: failure to rotate tires as recommended in this manual, wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, or other vehicle conditions, defects, or characteristics.

D. **Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation. Tires with sealant, balance, or other filler material that was not originally applied or inserted by the tire manufacturer. Tires inflated with anything other than air or nitrogen.

E. **Improper repair.** Improper repair voids this Limited Warranty.

F. **For Run-Flat Technology Tires (RFT), Self-Supporting Tires (SST), or Extended Mobility Tires (EMT) only, improper, or low tire pressure operation,** including, without limitation: exceeding speed, distance, or other run-flat/low-pressure operation limitations.

G. **The installation of tire accessories,** including, without limitation: tire sensors or RFID tags, which may impact the tire performance or damage the tire through mounting, use, or removal.

RAPID TREAD WEAR

A. **Rapid tread wear,** or wear-out is **not** covered under the Bridgestone Platinum Pact, Firestone Gold Pledge, or Basic Limited Warranty. See the Limited Mileage Warranty section of this manual.

B. **Original equipment tires on new vehicles have no mileage warranty. (See separate warranty, if applicable, in your vehicle's glove box.) Tires sold as exact original equipment replacements may have a mileage warranty. See the Limited Mileage Warranty section of this manual for details.**

C. **Tires used in commercial service** have **NO** limited mileage warranty.

RIDE DISTURBANCE

A. **Due to harsh ride or vibration** after 2/32 inch (1.6 mm) of tread wear use, limited to no more than two (2) tires per vehicle.

B. **Due to noise** after 2/32 inch (1.6 mm) of tread wear use.

C. **Due to pulling after** 2/32 inch (1.6 mm) of tread wear use, limited to no more than one (1) tire per vehicle.

IRREGULAR WEAR

A. **Uneven or unusual wear** patterns, including, without limitation: Shoulder wear, center wear, cupping, or feathering.

B. **Tires worn more than 2/32-inch** (1.6 mm) difference in remaining tread depth between any two major tread grooves across the tire.

CRACKING

A. **Weather/ozone cracking after 4 years** from date of tire manufacture, regardless of date of purchase.

B. **B. Weather/ozone cracking is NOT covered** under the "Free tire replacement period" in the Bridgestone Platinum Pact or the Firestone Gold Pledge. Weather/ozone cracking is covered only as a prorated charge. Note that shallow surface cracking is common among tires and is not considered as a covered condition. See the appropriate Technical Bulletin for more details.

C. Cold weather cracking of non-winter tires by improper storage or use is **NOT** a covered condition. Some vehicles have specific recommendations regarding winter tire use; consult your vehicle owner's manual and tire information placard for more information.

OTHER

A. **Tires used in commercial service** except Bridgestone Duravis and Firestone Transforce tires.

B. **Tires purchased as used.**

C. **Tires purchased and primarily used** outside the United States.

D. **The cost** of applicable federal, state, and local taxes.

E. **Failure to follow any** of the safety and maintenance recommendations or warnings contained in this manual or the accompanying *Tire Maintenance and Safety* manual available at www.bridgestonetire.com/customer-care/tire-warranties.

This Limited Warranty is in addition to and/or may be limited by any other applicable written warranty you may have received concerning special tires or situations. Note that additional exclusions, provisions and owner's obligations may be contained in other sections of this manual.

EACH BRAND'S LIMITED WARRANTY COVERAGE

BRIDGESTONE BRAND LIMITED WARRANTY

Platinum Pact Limited Warranty

The Platinum Pact Limited Warranty covers all eligible Bridgestone brand passenger and light truck tires—except winter, and "temporary use" spare tires. A tire covered by the Platinum Pact Limited Warranty will be replaced with an equivalent new Bridgestone, Firestone, or Associated Bridgestone brand tire at Bridgestone's discretion, either free of charge or for a prorated amount, if the tire becomes unusable for any reason within the manufacturer's control within 5 years from the date of purchase (proof of purchase required) or 6 years from the date of manufacture (without proof of purchase). The Platinum Pack Limited Warranty is subject to the following conditions:

- **The free tire replacement period** extends up to (a) 3 years from the date of purchase—proof of purchase date required or (b) 4 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced free of charge (including mounting and balancing). You may be charged applicable taxes, the cost of valve stems, and disposal fees.
- **Weather/ozone cracking** is **NOT** covered under the "Free tire replacement period" in the Platinum Pact Limited Warranty. Weather/ozone cracking is covered only as a prorated charge.
- **After the free tire replacement period** noted above, coverage extends up to (a) 5 years from the date of purchase—proof of purchase date required or (b) 6 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced but there will be a prorated charge. To determine the replacement price, the percent worn, based on used tread

wear, is multiplied by DEALER'S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.

- **Rapid tread wear or wear-out** is not covered under the Bridgestone Platinum Pact, Firestone Gold Pledge, or basic Limited Warranty. See the Limited Mileage Warranty section of this manual.
- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section "What This Limited Warranty Does Not Cover."

Winter and "Temporary Use" Spare Tires

An eligible Bridgestone brand winter or "temporary use" spare tire will be replaced with an equivalent new Bridgestone, Firestone, or associated Bridgestone brand tire at Bridgestone's discretion for a prorated purchase price if the tire becomes unusable for any reason within the manufacturer's control under the following conditions:

- **There is no free replacement period**
- **Coverage** extends up to 5 years from the date of purchase—proof of purchase date required. Without proof of purchase date, then 6 years from the date of tire manufacture. During this period, the tire will be replaced for a prorated amount. To determine the replacement price, the percent of used tread wear is multiplied by DEALER'S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.
- **Rapid tread wear or wear-out.** Winter and "temporary use" spare tires have no mileage warranty.
- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section "What This Limited Warranty Does Not Cover."

90 Day Buy & Try Guarantee

Most Bridgestone brand passenger and light truck tires, sold in sets of 4 or more tires through a DEALER, are covered by the 90 Day Buy & Try Guarantee. The following tire lines are **NOT** eligible for the 90 Day Buy & Try Guarantee:

Run-Flat Technology Tires (RFT) including Self-Supporting Tires (SST) and Extended Mobility Tires (EMT). Note that the DriveGuard, DriveGuard Plus, Potenza RE960AS RFT and Turanza EL400 RFT patterns **ARE** covered by the 90 Day Buy & Try Guarantee.

Potenza RE-11, Potenza RE-11A, Potenza RE-11R, Potenza RE71R, Potenza RE-71RS, Potenza Race

Pursuit tires

Tires installed as original equipment tires on new vehicles

Winter tires or "temporary use" spare tires

Tires in commercial truck tire sizes (17.5-inch, 19.5-inch, 22.5-inch, or 24.5-inch rim diameter)

Tires in flotation tire sizes

If a retail customer is not completely satisfied with their eligible Bridgestone brand tires, the tires can be returned to the location where they were originally purchased within 90 days of purchase to exchange for a credit towards a new set of Bridgestone or Firestone brand tires. Original proof of purchase is required. If the exchange for the new set of tires is a higher cost, you must pay the difference from original purchase price. If the exchange for the new set of tires is at a lower cost, you will receive a refund of the difference in cost.

The 90 Day Buy & Try Guarantee applies only to full sets of tires (4 or more tires purchased together); return of less than a full set of tires will not be accepted. Bridgestone brand tires applied as original equipment on new vehicles are not covered by the 90 Day Buy & Try Guarantee.

Additional exclusions apply, as identified in the section

"What This Limited Warranty Does Not Cover": including, but not limited to, tires worn beyond 2/32 of tread wear use, or tires damaged due to road hazards, misapplication or abuse. The 90 Day Buy & Try is limited to one set of tires per vehicle within any 12-month period.

FIRESTONE BRAND LIMITED WARRANTY

Gold Pledge Limited Warranty

The Gold Pledge Limited Warranty covers all eligible Firestone brand passenger and light truck tires—except winter and "temporary use" spare tires. The Gold Pledge Limited Warranty covers all eligible Firestone brand passenger and light truck tires—except winter, and "temporary use" spare tires. A tire covered by the Gold Pledge Limited Warranty will be replaced with an equivalent new Bridgestone, Firestone, or Associated Bridgestone brand tire at Bridgestone's discretion, either free of charge or for a prorated amount, if the tire becomes unusable for any reason within the manufacturer's control within 5 years from the date of purchase (proof of purchase required) or 6 years from the date of manufacture (without proof of purchase). The Gold Pledge Limited Warranty is subject to the following conditions:

- **The free tire replacement period** extends up to (a) 3 years from the date of purchase—proof of purchase date required or (b) 4 years from the date of tire manufacture without proof of purchase date. During this period, the tire

will be replaced free of charge (including mounting and balancing). You may be charged applicable taxes, the cost of valve stems, and disposal fees.

- **Weather/ozone cracking** is **NOT** covered under the "Free tire replacement period" in the Gold Pledge Limited Warranty. Weather/ozone cracking is covered only as a prorated charge.
- **After the free tire replacement period** noted above, coverage extends up to (a) 5 years from the date of purchase—proof of purchase date required or (b) 6 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced but there will be a prorated charge. To determine the replacement price, the percent worn, based on used tread wear, is multiplied by DEALER'S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.
- **Rapid tread wear or wear-out** is not covered under the Bridgestone Platinum Pact, Firestone Gold Pledge, or Basic Limited Warranty. See the Limited Mileage Warranty section of this manual.

Winter and "Temporary Use" Spare Tires

An eligible Firestone brand winter or "temporary use" spare tire will be replaced with an equivalent new Bridgestone, Firestone, or associated Bridgestone brand tire at Bridgestone's discretion for a prorated purchase price if the tire becomes unusable for any reason within the manufacturer's control under the following conditions:

- **There is no free replacement period.**
- **Coverage** extends up to 5 years from the date of purchase—proof of purchase date required. Without proof of purchase date, then 6 years from the date of tire manufacture. During this period, the tire will be replaced for a prorated amount. To determine the replacement price, the percent of used tread wear is multiplied by DEALER'S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.
- **Rapid tread wear or wear-out.** Winter and "temporary use" spare tires have no mileage warranty.
- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section "What This Limited Warranty Does Not Cover."

90 Day Buy & Try Guarantee

Most Firestone brand passenger and light truck tires, sold in sets of 4 or more tires through a DEALER, are covered by the 90 Day Buy & Try Guarantee. The following tire lines are **NOT** eligible for the 90 Day Buy & Try Guarantee:

Run-Flat Technology Tires (RFT) including Self-Supporting Tires (SST) and Extended Mobility Tires (EMT).

Pursuit tires

Tires installed as original equipment tires on new vehicles

Winter tires or "temporary use" spare tires

Tires in commercial truck tire sizes (17.5-inch, 19.5-inch, 22.5-inch, or 24.5-inch rim diameter)

Tires in flotation tire sizes

If a retail customer is not completely satisfied with their eligible Firestone brand tires, the tires can be returned to the location where they were originally purchased within 90 days of purchase to exchange for a credit towards a new set of Bridgestone or Firestone brand tires. Original proof of purchase is required. If the exchange for the new set of tires is a higher cost, you must pay the difference from original purchase price. If the exchange for the new set of tires is at a lower cost, you will receive a refund of the difference in cost.

The 90 Day Buy & Try Guarantee applies only to full sets of tires (4 or more tires purchased together); return of less than a full set of tires will not be accepted. Firestone brand tires applied as original equipment on new vehicles are not covered by the 90 Day Buy & Try Guarantee.

Additional exclusions apply, as identified in the section

"What This Limited Warranty Does Not Cover": including, but not limited to, tires worn beyond 2/32 of tread wear use, or tires damaged due to road hazards, misapplication or abuse. The 90 Day Buy & Try is limited to one set of tires per vehicle within any 12-month period.

FUZION BRAND LIMITED WARRANTY

The Fuzion Brand Limited Warranty covers all eligible Fuzion brand passenger and light truck tires. A tire covered by the Limited Warranty will be replaced with an equivalent new Fuzion brand tire, either free of charge or for a prorated amount, if the tire becomes unusable for any reason within the manufacturer's control within 5 years from the date of purchase (proof of purchase required) or 6 years from the date of manufacture (without proof of purchase). If a Fuzion brand tire is unavailable, any equivalent (or better) Bridgestone, Firestone or associated Bridgestone brand tire may be substituted at Bridgestone's discretion. The Limited Warranty is subject to the following conditions:

- **The free tire replacement period** extends up to (a) 3 years from the date of purchase—proof of purchase date required or (b) the first 50% of the usable tread life of the tire whichever occurs first. During this period, the tire will be replaced free of charge (including mounting and

balancing). You may be charged applicable taxes, the cost of valve stems, and disposal fees.

- **Weather/ozone cracking** is **NOT** covered under the "Free tire replacement period" in the Limited Warranty. Weather/ozone cracking is covered only as a prorated charge.
- **After the free tire replacement period** noted above, coverage extends up to (a) 5 years from the date of purchase—proof of purchase date required or (b) 6 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced but there will be a prorated charge. To determine the replacement price, the percent worn, based on used tread wear, is multiplied by DEALER'S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.
- **Rapid tread wear or wear-out** is not covered under the Fuzion Limited Warranty. See the Limited Mileage Warranty section of this manual.
- **The tire must not be worn to 2/32 inch (1.6mm)** or less of the remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves) for this Fuzion Brand Limited Warranty to apply.
- **Exclusions apply**—as identified in the section "What This Limited Warranty Does Not Cover."

PRIMEWELL BRAND LIMITED WARRANTY

Bridgestone offers a Primewell Brand Limited Warranty **ONLY** on Primewell brand tires with a manufacturing date prior to 01/01/2022 (DOT date code 0122). The date of manufacture can be found on the sidewall of the tire, within the Tire Identification Number. See a separate publication titled the "Tire Maintenance and Safety Manual" for information on how to read the Tire Identification Number to determine the date of manufacture.

The Primewell Limited Warranty covers all eligible Primewell brand passenger and light truck tires. A tire covered by the Limited Warranty will be replaced with an equivalent new Primewell brand tire, either free of charge or for a prorated amount, if the tire becomes unusable for any reason within the manufacturer's control within 4 years from the date of purchase (proof of purchase required) or 5 years from the date of manufacture (without proof of purchase). If a Primewell brand tire is unavailable, any equivalent (or better) Bridgestone, Firestone or associated Bridgestone brand tire may be substituted at Bridgestone's discretion. The Limited Warranty is subject to the following conditions:

- **There is no free replacement period.**
- **During the coverage period,** the tire will be replaced but there will be a prorated charge. To determine the replacement price, the percent worn, based on used tread wear, is multiplied by DEALER'S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.
- **Rapid tread wear or wear-out** is not covered under the Primewell Limited Warranty. See the Limited Mileage Warranty section of this manual.
- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section "What This Limited Warranty Does Not Cover."
- **ONLY** tires with a manufacturing date prior to 01/01/2022 (DOT date code 0122) will be covered under this Limited Warranty.

LIMITED MILEAGE WARRANTY
(Bridgestone, Firestone, Fuzion and Primewell brands)

If an eligible tire covered by the Limited Mileage Warranty wears evenly across the tread down to the tread wear indicators—2/32 inch (1.6 mm)—during its stated warranted mileage (as evidenced by the vehicle's odometer) and within the applicable coverage period, the tire will be replaced with an equivalent new Bridgestone, Firestone, or Associated Bridgestone Brands tire at Bridgestone's discretion for a prorated purchase price under the following conditions:

- **There is no free replacement period.**
- Only the passenger and light truck tires listed in this section are covered by the Limited Mileage Warranty for the mileage shown.
- The tire was used and maintained in accordance with all the terms contained within this manual and/or the accompanying Tire Maintenance and Safety manual available at www.bridgestonetire.com/customer-care/tire-warranties.
- In addition to the requirements of this section, the eligibility requirements in the section "What is an Eligible Tire" must be met for the tire to be eligible under the Limited Mileage Warranty.
- Coverage applies only to the original purchaser, and only as long as the tires remain mounted on the vehicle described in the Customer, Vehicle, and Tire Identification Section of this manual.
- Coverage extends up to 5 years from the date of purchase (4 years for Primewell)—proof of purchase date required. During this period, the tire will be replaced for a prorated amount. Without proof of purchase date, then 6 years from the date of tire manufacture (5 years for Primewell).
- To determine the replacement price, the percent of

warranted mileage, based on used tread wear, is multiplied by DEALER'S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.

- Tires used in commercial service have no mileage warranty.
- **Original equipment tires on new vehicles have no mileage warranty. (See separate warranty, if applicable, in your vehicle's glove box.) Tires sold as exact original equipment replacements may have a mileage warranty. See the Limited Mileage Warranty section of this manual for details.**
- Tires installed on one (1), two (2), or three (3) wheel vehicles have no mileage warranty.
- Exclusions apply—as identified in the section "What This Limited Warranty Does Not Cover."
- Even tread wear is defined as having no more than 2/32-inch (1.6 mm) difference in remaining tread depth between any two major tread grooves across the tire.
- For tires used on staggered fitments (vehicles with different size tires between the front and rear); the front tires will have the full limited mileage warranty (if available) and the rear tires will have one-half of the stated limited mileage warranty (if available).
- Tires with more than 4/32 inch (3.2 mm) remaining tread depth will not be accepted for Limited Mileage Warranty.

CALCULATING THE PERCENT OF WARRANTED MILEAGE

Tires with 2/32 inch (1.6 mm) remaining tread depth:

A tire worn to 2/32 inch (1.6 mm) will use the following procedure to calculate the percent of warranted mileage:

1. **Calculate Total Miles.** Total Miles = Odometer indicated mileage at time of removal – Odometer indicated Mileage when tires installed.
2. **Calculate Percentage Warranted Miles.** Percentage Warranted Miles = Total Miles/Warranted Miles (from tables in this manual).
3. **Calculate Replacement Price.** Replacement Price = Percentage Warranted Miles x DEALER'S current sell price. NOTE: This represents the price the DEALER will charge to replace the tire (The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply).

Example: Odometer indicated mileage at time of removal = 130,000 miles. Odometer indicated mileage when tires installed = 85,000 miles. DEALER sells the tire for $100. Tires installed are Bridgestone Ecopia 422.

1. Total Miles = 130,000 Miles – 85,000 Miles = 45,000 Miles
2. Percentage Warranted Miles = 45,000 Miles / 65,000 Miles = 0.69 or 69%.
3. Replacement Price = $100 x 0.69 = $69.

Tires with 3/32 inch (2.4 mm) remaining tread depth:

A tire worn to 3/32 inch (2.4 mm) will use the following procedure to calculate the percent of warranted mileage:

1. **Calculate Total Miles.** Total Miles = Odometer indicated mileage at time of removal – Odometer indicated mileage when tires installed.
2. **Calculate Miles per 32nd.** Miles per 32nd = Total Miles / (Original Tread Depth – Remaining Tread Depth).
3. **Calculate Projected Mileage.** Projected Mileage = Total Miles + Miles per 32nd.
4. **Calculate Percentage Warranted Miles.** Percentage Warranted Miles = Projected Miles / Warranted Miles (from tables in this manual).
5. **Calculate Replacement Price.** Replacement Price = Percentage Warranted Miles x DEALER'S current sell price. NOTE: This represents the price the DEALER will charge to replace the tire (The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply).

Example: Odometer indicated mileage at time of removal = 130,000 miles. Odometer indicated mileage when tires installed = 85,000 miles. DEALER sells tire for $100. Tires installed are Bridgestone Ecopia 422.

1. Total Miles = 130,000 miles – 85,000 miles = 45,000 miles
2. Miles per 32nd = 45,000 Miles / (10/32-3/32) = 6,429 Miles.
3. Projected Miles = 45,000 Miles + 6,429 Miles = 51,429 Miles.
4. Percentage Warranted Miles = 51,429 Miles / 65,000 Miles = 0.79 or 79%.
5. Replacement Price = $100 x 0.79 = $79.

Tires with 4/32 inch (3.2 mm) remaining tread depth:

A tire worn to 4/32 inch (3.2 mm) will use the following procedure to calculate the percent of warranted mileage:

1. **Calculate Total Miles.** Total Miles = Odometer indicated mileage at time of removal – Odometer indicated mileage when tires installed.
2. **Calculate Miles per 32nd.** Miles per 32nd = Total Miles / (Original Tread Depth – Remaining Tread Depth).
3. **Calculate Projected Mileage.** Projected Mileage = Total Miles + (2 x Miles per 32nd).
4. **Calculate Percentage Warranted Miles.** Percentage Warranted Miles = Projected Miles /Warranted Miles (from tables in this manual).

5. **Calculate Replacement Price.** Replacement Price = Percentage Warranted Miles x DEALER'S current sell price. NOTE: This represents the price the DEALER will charge to replace the tire (The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply).

Example: Odometer indicated mileage at time of removal = 130,000 miles. Odometer indicated mileage when tires installed = 85,000 miles. DEALER sells tire for $100. Tires installed are Bridgestone Ecopia 422.

1. Total Miles = 130,000 miles – 85,000 miles = 45,000 miles
2. Miles per 32nd = 45,000 Miles / (10/32-4/32) = 7,500 Miles.
3. Projected Miles = 45,000 Miles + (2 x 7,500 Miles) = 60,000 Miles.
4. Percentage Warranted Miles = 60,000 Miles / 65,000 Miles = 0.92 or 92%.
5. Replacement Price = $100 x 0.92 = $92.

COVERED TIRES AND WARRANTED MILEAGE FOR LIMITED MILEAGE WARRANTY:

BRIDGESTONE BRAND

The following tables contain the warranted mileage, if any, for Bridgestone band tires sold as replacement tires. Tires sold as original equipment on new vehicles or their exact original equipment replacements do not have any warranted mileage unless explicitly shown in the flowing tables.

Alenza A/S 02
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza A/S 02	9160	225/65R17	H	65,000
Alenza A/S 02	9159	255/65R18	T	65,000
Alenza A/S 02	8922	275/50R22	H	65,000
Alenza A/S 02	7157	275/50R22	T	65,000
Alenza A/S 02	5510	275/60R20	S	65,000
Alenza A/S 02	12268	275/60R20	S	55,000

Alenza A/S 02 RFT
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza A/S 02 RFT	12165	235/60R18	H	40,000
Alenza A/S 02 RFT	12166	235/50R20	V	40,000

Alenza A/S Ultra
80,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Alenza Sport A/S
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza Sport A/S	8494	235/50R21	V	40,000
Alenza Sport A/S	14875	235/50R21	V	40,000
Alenza Sport A/S	9619	235/55R19	V	40,000
Alenza Sport A/S	12429	235/55R19	V	40,000
Alenza Sport A/S	3618	235/55R20	V	40,000
Alenza Sport A/S	12427	235/60R18	H	40,000
Alenza Sport A/S	14874	235/60R19	V	40,000
Alenza Sport A/S	9618	235/65R17	H	40,000
Alenza Sport A/S	3211	235/65R18	V	40,000
Alenza Sport A/S	15057	255/45R22	W	40,000
Alenza Sport A/S	4433	255/50R20	H	40,000
Alenza Sport A/S	9620	255/50R20	H	40,000
Alenza Sport A/S	15056	255/50R20	V	40,000
Alenza Sport A/S	9022	255/55R19	H	40,000
Alenza Sport A/S	12441	265/45R21	T	40,000
Alenza Sport A/S	4023	285/45R21	H	40,000

Alenza Sport A/S MOE
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza Sport A/S MOE	8604	255/50R19	H	40,000
Alenza Sport A/S MOE	8605	275/50R20	H	40,000
Alenza Sport A/S MOE	8606	275/55R19	H	40,000

Alenza Sport A/S RFT
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza Sport A/S RFT	4025	265/50R19	H	40,000
Alenza Sport A/S RFT	4027	275/45R20	H	40,000
Alenza Sport A/S RFT	4029	275/50R20	H	0 (Zero)
Alenza Sport A/S RFT	4031	285/45R21	H	40,000

Alenza Sport A/S SP
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza Sport A/S SP	15424	255/45R20	V	40,000
Alenza Sport A/S SP	13860	235/55R19	V	40,000
Alenza Sport A/S SP	13861	255/45R20	V	50,000

DriveGuard (T, H, and V Speed Rating)
60,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

DriveGuard (W Speed Rating)
50,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

DriveGuard Plus
65,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Dueler A/T Revo 2
50,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler A/T Revo 2	Multiple	All LT and Flotation	Multiple	0 (Zero)
Dueler A/T Revo 2	81405	P245/75R16	T	50,000

Dueler A/T Revo 3
60,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler A/T Revo 3	Multiple	All LT and Flotation	Multiple	50,000
Dueler A/T Revo 3	12259	P265/65R18	T	60,000
Dueler A/T Revo 3	50	P265/65R18	T	60,000

Dueler A/T RH-S
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler A/T RH-S	3349	245/75R17	T	40,000
Dueler A/T RH-S	7159	255/65R17	T	40,000
Dueler A/T RH-S	865	255/70R18	T	40,000
Dueler A/T RH-S	9901	255/70R18	T	40,000
Dueler A/T RH-S	9899	255/75R17	T	40,000
Dueler A/T RH-S	5493	275/60R20	S	40,000
Dueler A/T RH-S	12449	LT275/70R18	R	40,000
Dueler A/T RH-S	12451	LT275/65R20	R	40,000
Dueler A/T RH-S	2993	P265/70R17	S	40,000

Dueler H/L 400
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/L 400	9161	265/50R20	T	50,000
Dueler H/L 400	632	P225/55R18	H	40,000
Dueler H/L 400	118312	P265/45R21	V	40,000

Dueler H/L Alenza
65,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/L Alenza	133986	275/55R20	H	65,000
Dueler H/L Alenza	98490	255/55R18	W	40,000
Dueler H/L Alenza	98745	275/40R20	W	40,000
Dueler H/L Alenza	12113	275/55R20	H	40,000
Dueler H/L Alenza	863	275/55R20	T	40,000
Dueler H/L Alenza	862	275/55R20	T	40,000
Dueler H/L Alenza	96212	305/40R22	W	40,000
Dueler H/L Alenza	7156	P255/55R20	H	65,000
Dueler H/L Alenza	127390	P255/55R20	H	65,000
Dueler H/L Alenza	238	P275/55R20	S	65,000
Dueler H/L Alenza	58574	P275/55R20	H	65,000
Dueler H/L Alenza	53967	P275/55R20	S	65,000
Dueler H/L Alenza	42798	P275/60R20	H	65,000
Dueler H/L Alenza	53984	P285/45R22	H	65,000
Dueler H/L Alenza	23716	P285/45R22	H	65,000
Dueler H/L Alenza	238	P275/55R20	S	65,000
Dueler H/L Alenza	3491	255/65R18	T	0 (Zero)
Dueler H/L Alenza	3012	P275/65R20	H	0 (Zero)

Dueler H/L Alenza Plus
80,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/L Alenza Plus	4083	P235/50R19	H	80,000
Dueler H/L Alenza Plus	438	P245/70R17	T	80,000
Dueler H/L Alenza Plus	459	255/50R19	W	55,000

Dueler H/L Alenza Plus	3859	255/55R18	W	55,000
Dueler H/L Alenza Plus	5402	275/45R21	W	55,000

Dueler H/L 422 Ecopia
65,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/L 422 Ecopia	6509	245/55R19	T	70,000
Dueler H/L 422 Ecopia	23529	P245/55R19	T	0 (Zero)
Dueler H/L 422 Ecopia	579	P245/60R18	T	0 (Zero)
Dueler H/L 422 Ecopia	6508	P245/60R18	T	50,000

Dueler H/P 92A
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/P 92A	126812	P265/50R20	V	40,000
Dueler H/P 92A	127356	P265/60R18	V	40,000

Dueler H/P Sport AS
40,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/P Sport AS	12421	225/60R18	H	40,000
Dueler H/P Sport AS	235	225/60R18	H	40,000
Dueler H/P Sport AS	234	225/65R17	H	40,000
Dueler H/P Sport AS	142367	225/65R17	T	40,000
Dueler H/P Sport AS	4440	235/55R20	H	40,000
Dueler H/P Sport AS	749	235/55R20	H	40,000
Dueler H/P Sport AS	13456	235/60R18	W	0 (Zero)
Dueler H/P Sport AS	4747	245/50R19	H	40,000
Dueler H/P Sport AS	200	245/60R18	H	40,000
Dueler H/P Sport AS	3500	245/60R18	H	0 (Zero)
Dueler H/P Sport AS	1461	245/60R18	V	40,000

Dueler H/P Sport AS RFT
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/P Sport AS RFT	4743	225/60R18	H	40,000
Dueler H/P Sport AS RFT	4748	245/50R19	H	40,000

Dueler H/T (D684II)
60,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/T (D684II)	106216	P215/70R16	S	60,000
Dueler H/T (D684II)	58438	P235/60R18	H	60,000
Dueler H/T (D684II)	106267	P235/65R16	S	60,000
Dueler H/T (D684II)	60954	P235/65R16	S	60,000
Dueler H/T (D684II)	2959	P255/70R17	S	50,000
Dueler H/T (D684II)	4639	P255/70R17	S	0 (Zero)
Dueler H/T (D684II)	55106	P255/70R18	T	60,000
Dueler H/T (D684II)	4945	P255/70R18	T	50,000
Dueler H/T (D684II)	30456	P265/65R17	S	60,000
Dueler H/T (D684II)	149779	P275/60R20	H	60,000
Dueler H/T (D684II)	43614	P265/65R18	S	60,000
Dueler H/T (D684II)	126591	P275/65R18	T	60,000
Dueler H/T (D684II)	55089	P275/65R18	T	60,000

Dueler H/T 685
50,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/T 685	3348	245/75R17	T	50,000
Dueler H/T 685	7160	255/65R17	T	50,000
Dueler H/T 685	11786	255/70R16	T	50,000
Dueler H/T 685	3492	255/70R18	T	50,000
Dueler H/T 685	3217	265/50R22	H	50,000
Dueler H/T 685	7167	265/60R18	T	50,000
Dueler H/T 685	7168	255/70R16	T	0 (Zero)
Dueler H/T 685	3216	265/60R20	H	50,000
Dueler H/T 685	3215	265/70R18	T	50,000
Dueler H/T 685	3794	275/65R18	T	50,000
Dueler H/T 685	12701	275/65R18	T	50,000
Dueler H/T 685	3485	P255/70R17	S	0 (Zero)

Dueler H/T 689
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/T 689	32020	265/70R16	S	60,000
Dueler H/T 689	57826	P215/65R16	H	60,000
Dueler H/T 689	92827	P245/65R17	S	60,000
Dueler H/T 689	621	P245/70R16	S	60,000
Dueler H/T 689	76546	P245/70R16	S	60,000
Dueler H/T 689	76554	P255/65R16	S	60,000
Dueler H/T 689	77690	P255/70R16	S	60,000
Dueler H/T 689	92061	P255/70R16	S	60,000

Dueler H/T 840
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/T 840	72599	P265/60R18	H	50,000

Ecopia EP422
65,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Ecopia EP422	24957	P185/65R15	H	50,000
Ecopia EP422	3346	215/55R17	H	0 (Zero)
Ecopia EP422	214	215/55R17	H	0 (Zero)
Ecopia EP422	215	235/45R18	V	0 (Zero)
Ecopia EP422	3347	235/45R18	V	0 (Zero)
Ecopia EP422	24583	P185/60R15	T	0 (Zero)
Ecopia EP422	24974	P195/55R16	V	0 (Zero)
Ecopia EP422	4285	P205/55R16	H	0 (Zero)
Ecopia EP422	8678	P205/55R16	H	0 (Zero)
Ecopia EP422	21625	P205/55R16	H	0 (Zero)
Ecopia EP422	1490	P225/65R17	T	0 (Zero)

Ecopia EP422 Plus
70,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Ecopia EP422 Plus	1667	195/65R15	H	50,000
Ecopia EP422 Plus	3193	195/65R15	H	50,000
Ecopia EP422 Plus	7237	205/55R17	H	70,000
Ecopia EP422 Plus	7223	205/60R16	H	70,000
Ecopia EP422 Plus	219	215/55R17	V	70,000
Ecopia EP422 Plus	1863	P205/60R16	H	70,000
Ecopia EP422 Plus	7224	225/45R18	H	0 (Zero)

Ecopia H/L 422 Plus
70,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Ecopia H/L 422 Plus	11878	215/65R17	H	40,000
Ecopia H/L 422 Plus	7236	215/65R17	H	70,000
Ecopia H/L 422 Plus	4492	225/55R19	H	50,000
Ecopia H/L 422 Plus	7151	225/55R19	H	50,000
Ecopia H/L 422 Plus	12482	225/55R19	V	70,000
Ecopia H/L 422 Plus	9534	225/60R17	H	0 (Zero)
Ecopia H/L 422 Plus	3259	225/65R17	H	0 (Zero)
Ecopia H/L 422 Plus	985	225/65R17	H	50,000
Ecopia H/L 422 Plus	1208	235/55R18	H	70,000
Ecopia H/L 422 Plus	7235	235/55R18	H	70,000
Ecopia H/L 422 Plus	11879	235/55R18	H	70,000
Ecopia H/L 422 Plus	227	235/55R20	V	70,000
Ecopia H/L 422 Plus	888	235/65R17	H	70,000
Ecopia H/L 422 Plus	889	235/60R18	H	50,000
Ecopia H/L 422 Plus	4620	235/65R18	V	70,000
Ecopia H/L 422 Plus	13621	255/45R20	W	50,000
Ecopia H/L 422 Plus	864	265/50R20	T	70,000
Ecopia H/L 422 Plus	9139	P225/55R18	H	50,000
Ecopia H/L 422 Plus	13620	P255/45R20	W	50,000
Ecopia H/L 422 Plus	8789	P255/50R20	V	40,000

Ecopia H/L 422 Plus SP
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Ecopia H/L 422 Plus SP	11819	225/45R19	W	50,000

Ecopia H/L 422 Plus RFT
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Ecopia H/L 422 Plus RFT	8814	P235/55RF19	V	50,000
Ecopia H/L 422 Plus RFT	7216	P235/55RF19	V	50,000
Ecopia H/L 422 Plus SP RFT	7219	P255/45RF20	V	50,000
Ecopia H/L 422 Plus RFT	8815	P255/45RF20	V	50,000

Potenza RE92
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE92	119474	P165/65R13	S	40,000
Potenza RE92	87939	P165/65R14	S	40,000
Potenza RE92	77257	P175/65R14	S	40,000
Potenza RE92	85022	P175/65R14	S	40,000
Potenza RE92	119261	P185/60R14	H	40,000
Potenza RE92	77274	P185/60R15	T	40,000
Potenza RE92	119318	P185/65R14	S	40,000
Potenza RE92	17706	P195/60R15	H	40,000
Potenza RE92	72419	P195/60R15	H	40,000
Potenza RE92	74764	P205/60R15	H	40,000
Potenza RE92	57010	P205/60R15	H	40,000
Potenza RE92	96849	P205/65R15	T	40,000
Potenza RE92	108278	P225/60R16	H	40,000
Potenza RE92	100595	P225/60R16	H	40,000

Potenza RE97AS (V and H Speed Rated)
55,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS	3195	225/40R18	H	55,000
Potenza RE97AS	13856	225/50R18	H	55,000
Potenza RE97AS	24889	235/45R18	H	40,000
Potenza RE97AS	894	235/45R18	V	55,000
Potenza RE97AS	3995	235/50R18	W	0 (Zero)
Potenza RE97AS	168	245/40R20	H	0 (Zero)
Potenza RE97AS	3829	P245/40R20	V	0 (Zero)
Potenza RE97AS	143608	P245/40R20	V	0 (Zero)
Potenza RE97AS	4640	P245/40R20	V	55,000
Potenza RE97AS	5839	P245/40R20	V	40,000
Potenza RE97AS	8999	P255/35R20	V	0 (Zero)
Potenza RE97AS	425	245/40R20	V	40,000

Potenza RE97AS (W Speed Rated)
45,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS	11323	225/45R18	W	45,000
Potenza RE97AS	3995	235/50R18	W	0 (Zero)

Potenza RE97AS SP
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS SP	9990	P255/35R20	V	40,000

Potenza RE97AS RFT
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS RFT	8833	P225/50RF18	V	40,000

Potenza RE97AS RFT SP
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS RFT SP	11882	P225/50RF18	V	40,000

Potenza RE97AS - 02
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS – 02	8863	225/45R18	V	40,000

Potenza RE970AS Pole Position
40,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE970AS Pole Position	105001	225/40R18	W	40,000
Potenza RE970AS Pole Position	123463	225/40R19	W	40,000
Potenza RE970AS Pole Position	105086	235/45R17	W	40,000
Potenza RE970AS Pole Position	105069	245/45R17	W	40,000
Potenza RE970AS Pole Position	123701	255/35R18	W	40,000
Potenza RE970AS Pole Position	123718	255/35R19	W	40,000
Potenza RE970AS Pole Position	123429	255/40R19	W	40,000
Potenza RE970AS Pole Position	123599	275/35R20	W	40,000
Potenza RE970AS Pole Position	104508	295/30R19	W	40,000

Potenza RE980AS
50,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Potenza RE980AS+
50,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Potenza Sport AS
50,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Turanza EL400
80,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL400	43291	195/65R15	H	50,000
TURANZA EL400	43342	215/55R16	H	50,000
TURANZA EL400	43240	P195/60R15	H	50,000
TURANZA EL400	43359	P205/60R16	H	50,000

TURANZA EL400	43223	P205/65R15	H	50,000
TURANZA EL400	124347	P225/55R18	H	50,000
TURANZA EL400	68434	P225/60R18	H	50,000
TURANZA EL400	42832	175/70R13	T	0 (Zero)
TURANZA EL400	42849	185/70R14	T	0 (Zero)
TURANZA EL400	43376	205/55R16	H	0 (Zero)
TURANZA EL400	42917	P175/65R14	T	0 (Zero)
TURANZA EL400	42934	P185/65R14	T	0 (Zero)

Turanza EL400 RFT
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL400 RFT	125231	P225/60RF17	T	40,000

Turanza EL400 - 02
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL400-02	132677	225/40R18	W	40,000
TURANZA EL400-02	24804	235/40R19	V	40,000
TURANZA EL400-02	1453	255/35R18	W	40,000

Turanza EL400 – 02 RFT
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL400-02 RFT	4434	235/55RF18	T	40,000

Turanza EL42
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL42	7906	P245/45R19	V	40,000

Turanza EL440
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL440	11423	215/45R18	V	50,000
TURANZA EL440	11757	215/55R18	H	50,000
TURANZA EL440	13815	215/55R18	H	50,000
TURANZA EL440	11756	215/65R16	H	50,000
TURANZA EL440	221	235/40R19	V	50,000
TURANZA EL440	220	235/45R18	V	50,000
TURANZA EL440	4590	235/50R18	V	50,000
TURANZA EL440	2359	235/55R19	H	50,000
TURANZA EL440	216	235/60R18	H	50,000
TURANZA EL440	2358	235/60R18	H	50,000
TURANZA EL440	4244	255/40R19	W	50,000

Turanza EL450
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL450	12817	235/40R19	V	50,000
TURANZA EL450	13277	235/55R19	V	50,000
TURANZA EL450	12818	265/35R19	V	50,000

Turanza EL450 RFT
50,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL450 RFT	11372	225/50RF18	V	50,000
TURANZA EL450 RFT	4699	245/45R19	V	50,000
TURANZA EL450 RFT	6375	225/50R17	V	0 (Zero)
TURANZA EL450 RFT	6373	225/50R18	V	0 (Zero)
TURANZA EL450 RFT	15871	225/50RF18	V	50,000

Turanza EV
50,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Turanza LS100
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA LS100	11881	205/55R17	H	50,000
TURANZA LS100	11873	215/50R18	H	50,000
TURANZA LS100	11875	215/55R17	H	50,000
TURANZA LS100	11874	225/50R18	H	50,000
TURANZA LS100	11876	225/55R17	H	50,000
TURANZA LS100	4437	235/40R19	V	50,000
TURANZA LS100	3214	P235/60R18	V	50,000

Turanza LS100 A
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA LS100 A	12267	225/45R18	H	50,000
TURANZA LS100 A	7227	225/45R18	H	50,000

Turanza LS100 MO
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA LS100 MO	13349	225/45R18	H	50,000

Turanza LS100 ARF
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA LS100 ARF	7228	225/45R18	H	50,000

Turanza QuietTrack
80,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Turanza Serenity Plus (H Speed Rated)
80,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Turanza Serenity Plus (V Speed Rated)
75,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Turanza Serenity Plus (W Speed Rated)
50,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

WeatherPeak
70,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

FIRESTONE BRAND

The following tables contain the warranted mileage, if any, for Firestone band tires sold as replacement tires. Tires sold as original equipment on new vehicles or their exact original equipment replacements do not have any warranted mileage unless explicitly shown in the flowing tables.

Affinity Touring S4
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Affinity Touring S4	43580	P215/55R16	S	50,000
Affinity Touring S4	61923	P195/65R15	S	50,000

Affinity Touring S4 FF
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Affinity Touring S4 FF	125197	P195/65R15	H	50,000
Affinity Touring S4 FF	13873	205/65R16	H	50,000
Affinity Touring S4 FF	240	P195/65R15	H	50,000
Affinity Touring S4 FF	131657	P205/65R16	S	50,000

Affinity Touring T4
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Affinity Touring T4	43716	P215/60R17	T	50,000

All Season
65,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
All Season	3036	215/70R16	S	55,000
All Season	3042	225/70R16	T	55,000
All Season	3024	P235/70R16	T	55,000
All Season	13343	225/65R17	H	55,000
All Season	3019	225/65R17	T	55,000
All Season	3034	235/65R17	T	55,000
All Season	13751	235/65R18	H	55,000
All Season	3068	235/65R18	T	55,000
All Season	3072	P255/65R18	S	55,000
All Season	3040	235/60R18	H	55,000
All Season	13342	245/60R18	H	55,000
All Season	3066	245/60R18	T	55,000
All Season	3058	265/60R18	T	55,000
All Season	3076	225/55R18	H	55,000
All Season	3030	235/55R18	H	55,000

All Season	3084	P255/60R19	S	55,000
All Season	3050	235/55R19	H	55,000
All Season	3080	245/55R19	S	55,000
All Season	3092	P255/55R20	H	55,000
All Season	3082	P245/50R20	H	55,000

Champion Fuel Fighter
70,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Destination A/T
50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Destination A/T	Multiple	All LT and Flotation	Multiple	0 (Zero)
Destination A/T	112192	P235/75R16	S	50,000
Destination A/T	17885	P245/65R17	T	50,000
Destination A/T	13983	P245/65R17	T	0 (Zero)
Destination A/T	3345	P245/65R17	T	50,000

Destination A/T2
55,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Destination A/T2	12112	275/65R18	T	0 (Zero)

Destination LE
60,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Destination LE	Multiple	All LT and Flotation	Multiple	0 (Zero)
Destination LE	112379	P235/60R17	H	60,000
Destination LE	65068	P235/65R16	S	60,000
Destination LE	108248	P245/60R18	S	60,000
Destination LE	90177	P265/65R18	S	60,000
Destination LE	90279	P265/65R18	S	60,000

Destination LE2
60,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Destination LE2	3351	225/60R17	T	60,000
Destination LE2	24991	225/60R17	T	0 (Zero)
Destination LE2	6578	225/65R17	H	60,000
Destination LE2	3352	225/65R17	T	60,000
Destination LE2	25008	225/65R17	T	60,000
Destination LE2	97759	P235/70R16	T	60,000
Destination LE2	11785	245/60R18	H	60,000
Destination LE2	2360	245/60R18	H	60,000
Destination LE2	6511	P245/75R16	S	0 (Zero)
Destination LE2	97725	P215/70R16	H	60,000
Destination LE2	223	P245/75R16	S	50,000
Destination LE2	6513	P265/65R17	S	60,000
Destination LE2	224	P265/65R17	S	0 (Zero)
Destination LE2	98133	P275/60R17	T	60,000
Destination LE2	6777	225/60R17	T	40,000

Destination LE3
70,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Destination LE3	Multiple	All LT and Flotation	Multiple	0 (Zero)

Destination X/T
50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Firehawk A/S
50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Firehawk A/S V2
50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Firehawk GT H
50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Firehawk GT H	1548	185/55R15	H	50,000
Firehawk GT H	986	225/45R17	H	0 (Zero)
Firehawk GT H	4651	P235/50R18	H	0 (Zero)
Firehawk GT H	149932	P235/50R18	H	0 (Zero)
Firehawk GT H PRST	149524	P265/60R17	H	0 (Zero)

Firehawk GT V
50,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Firehawk GT V	134054	245/45R20	V	50,000
Firehawk GT V PRST	77342	P225/60R18	V	0 (Zero)
Firehawk GT V PRST	23189	P265/60R17	V	0 (Zero)

Firehawk Wide Oval AS (Speed Rating H/V)
50,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Firehawk Wide Oval AS (Speed Rating W)
40,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

FR710
65,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
FR710	1278	P185/60R15	H	40,000
FR710	3192	P185/65R15	H	40,000
FR710	66105	P215/55R17	S	65,000
FR710	112345	P215/60R16	S	65,000
FR710	84856	P225/60R17	H	65,000
FR710	134037	P225/60R18	T	65,000
FR710	79042	P235/60R17	T	65,000
FR710	6505	P235/60R17	T	65,000

FT140
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
FT140	6515	195/65R15	S	50,000
FT140	6518	205/55R16	H	50,000
FT140	7221	205/60R16	H	40,000
FT140	9622	205/60R16	H	40,000
FT140	7222	205/55R17	V	40,000
FT140	265	215/50R17	H	50,000
FT140	21285	215/55R16	H	50,000
FT140	7148	P205/55R16	H	50,000
FT140	3196	P205/65R16	H	50,000
FT140	980	205/50R17	V	0 (Zero)
FT140	15150	205/50R17	V	0 (Zero)
FT140	15149	205/55R16	V	0 (Zero)
FT140	3208	205/65R16	H	0 (Zero)
FT140	3213	P235/65R17	T	0 (Zero)

Transforce HT
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Transforce HT	250109	LT275/70R18	S	40,000

WeatherGrip
65,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

FUZION BRAND

The following tables contain the warranted mileage, if any, for Fuzion band tires sold as replacement tires.

Fuzion A/T
45,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion All-Terrain
50,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion Highway
50,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion Max Traction
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion Sport
50,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion SUV
50,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion Touring
60,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Fuzion Touring For tires manufactured prior to 2022 as indicated by the date code	Multiple	Multiple	Multiple	55,000
Fuzion Touring	1470	165/65R13	T	0 (Zero)
Fuzion Touring	1471	165/70R13	T	0 (Zero)
Fuzion Touring	1472	175/70R13	T	0 (Zero)
Fuzion Touring	1473	185/70R13	T	0 (Zero)
Fuzion Touring	5291	155/65R13	T	0 (Zero)
Fuzion Touring	5292	155/65R14	T	0 (Zero)
Fuzion Touring	5293	155/70R13	T	0 (Zero)
Fuzion Touring	5294	165/60R14	H	0 (Zero)
Fuzion Touring	5295	165/70R14	T	0 (Zero)
Fuzion Touring	5296	165/65R14	T	0 (Zero)
Fuzion Touring	8943	185/60R14	H	40,000

Fuzion Touring A/S
55,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion Trailer
0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion UHP Sport AS
40,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

PRIMEWELL BRAND

The following tables contain the warranted mileage, if any, for Primewell band tires sold as replacement tires.

ONLY Primewell tires with a manufacturing date prior to 01/01/2022 (DOT date code 0122) will be covered under this Limited Mileage Warranty.

Valera Touring II
50,000 Miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

PS830, PS850, and PS860
40,000 Miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

PS890 Touring
50,000 Miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Valera A/T and Valera H/T
50,000 Miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Valera Sport AS
40,000 Miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

REPLACEMENT WARRANTY FOR ALL BRANDS

If you receive a Bridgestone, Firestone, or associated Bridgestone brand replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty or warranties, if any, given on that tire at that time.

WHERE TO GO

Tire adjustments under this Limited Warranty will only be made at an authorized Bridgestone, Firestone, or associated Bridgestone brand DEALER. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers") or the internet at www.bridgestonetire.com for the location nearest you. Some DEALER locations (wholesale clubs, on-line purchases, and the like) may not service your warranty unless you hold a current membership and/or have purchased your tires at their location. Check with your DEALER to see if they have specific warranty processing requirements.

Some Bridgestone or Firestone brand tires are sold exclusively through select DEALERS. Other DEALER locations may not service your warranty for these exclusive tires. Check with your DEALER to see if they have specific warranty processing requirements for your specific Bridgestone or Firestone brand tire.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

TIRE REGISTRATION

Bridgestone encourages you to ensure your tires are registered to receive direct notification in the event of a safety related recall. If you have received a tire registration postcard with your tire purchase, please send in the completed postcard or visit www.bridgestonetire.com to register your tires.

CONDITIONS and EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC (Bridgestone) disclaims all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any liability for incidental and consequential damages, loss of time, loss of vehicle use, or inconvenience. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty applies only to consumers who purchase and primarily use the tire in the continental United States, Alaska and/or Hawaii. Purchasing or using tires within any other locations would be subject to the limited warranty, if any, offered in those specific locations.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given by Bridgestone, 200 4th Avenue South, Nashville, TN 37201.

OWNER'S OBLIGATIONS

In order to keep this Limited Warranty valid, we require you to have your tires regularly inspected and rotated per the recommendations outlined in the sections of the accompanying tire maintenance and safety manual entitled "Tire Damage, Inspection and Service Life" and "Radial Tire Rotation" and to furnish proof of same in order to receive an adjustment. Such proof should show the date, mileage, and servicing location. A sales receipt containing this information will suffice. In addition, a "Maintenance Record" is included in this manual.

Tires must be operated at the proper tire inflation pressures as specified by the vehicle manufacturer and within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized Bridgestone, Firestone, or associated Bridgestone brand DEALER. Complete and sign the customer section of the Bridgestone Limited Warranty adjustment form and pay appropriate replacement price, taxes, disposal fee, and service charges, if any. Some DEALER locations (wholesale clubs, on-line purchases, and the like) may not service your warranty unless you hold a current membership and/or have purchased your tires at their location. Check with your DEALER to see if they have specific warranty processing requirements.

Tires submitted to Bridgestone under the Limited Warranty become property of Bridgestone and may not be returned. Tires may undergo both non-destructive and destructive inspection methods. Bridgestone will be responsible for disposal of submitted tires in our possession.

ARBITRATION

For purposes of this arbitration section: (a) the terms "we," "us" and "our" refer to Bridgestone Americas Tire Operations, LLC, its parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, officers, agents and directors; and (b) a "Claim" is any pre-existing, present, or future claim, dispute, or controversy between you and us arising out of or in connection with this Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or damage to property other than the warranted tire(s). You and we acknowledge that either you or we can choose to have any Claim resolved

by binding arbitration. **If either you or we choose arbitration with respect to any Claim, neither you nor we will have, and each of us waives, the right to litigate that claim in court or to have a jury trial on that claim**, or to engage in pre-arbitration discovery, except as provided for in the arbitration rules of the American Arbitration Association ("AAA"). In addition, you will not have the right to participate as a representative or member of any class of claimants related to any claim subject to arbitration. An arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. **There shall be no authority for any Claims to be arbitrated on a class action basis.** The arbitrator's decision will be final and binding.

Any arbitration will be conducted in accordance with the AAA's rules applicable to consumer disputes. For additional information go to: http://www.adr.org/. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance the first $250 of the filing and hearing fees for any Claim you may file against us; the arbitrator will decide whether we or you will ultimately pay those fees. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. Judgment upon the award may be entered in any court of law of competent jurisdiction.

If this arbitration section (or any part of it) is determined invalid or illegal under any applicable statute or rule of law, it will be deemed omitted without affecting any other provisions of this Agreement, which shall remain in full force and effect.

Customer, Vehicle, and Tire Identification

Customer Name

Address

City, State, Zip

Invoice #
Date of Purchase

Year of Vehicle	Make of Vehicle	Model of Vehicle	Beginning Mileage

Tire Brand

☐ BRIDGESTONE ☐ Firestone

☐ FUZION ☐ PRIMEWELL

Product Information

Tire Size:	Speed Rating:
Tire Type:	Mileage Warranty:

Serial Numbers

1	2
3	4
5	6

Mileage Warranty Certificate

The dealer must stamp to be valid

VEHICLE MANUFACTURER'S RECOMMENDED INFLATION PRESSURE

BRIDGESTONE Firestone

Front _____ PSI

Rear _____ PSI

J	F	M	A	M	J	J	A	S	O	N	D

MAINTENANCE RECORD

Mileage	Date	Dealer	Inspection	Rotation	Balance	Alignment

tiresafety.com

WARRANTIES

FARM HARD

Firestone

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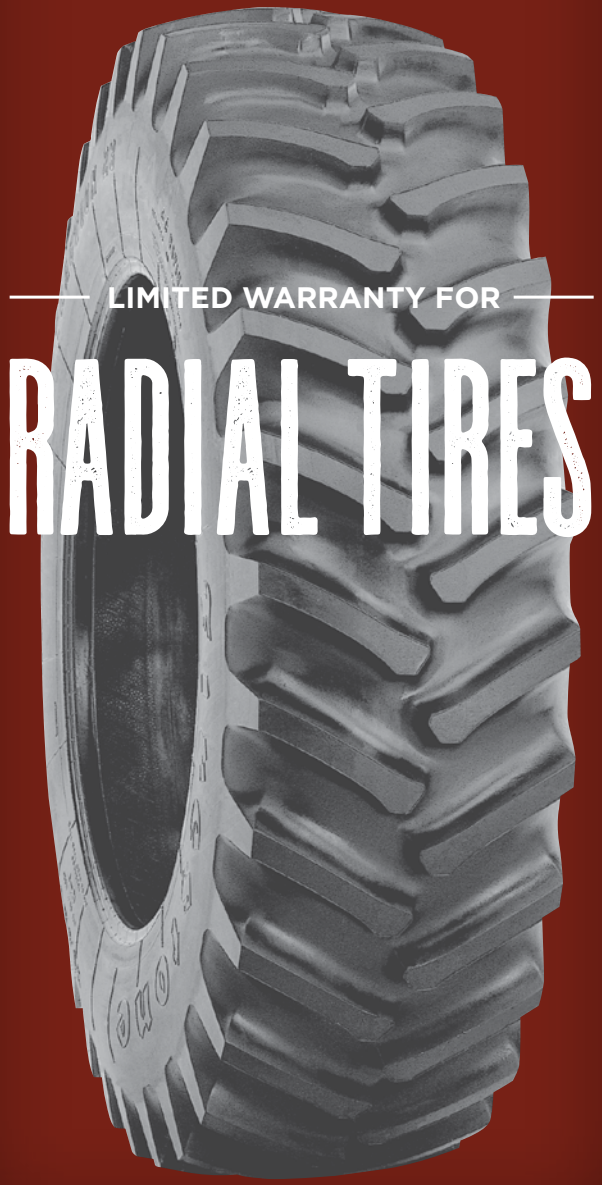
FARMING HAS
FEW GUARANTEES.
THIS IS
ONE OF THEM.



LIMITED WARRANTY FOR

RADIAL TIRES

Line Items # 11.1-11.4, 12.1-12.316.1-16.17

TIRES COVERED

This Limited Warranty covers all original-tread Firestone brand radial agricultural tires, including "Destination Farm" and "Destination Turf" tires but excluding "Performer EVO" tires, purchased or manufactured after June 1, 2018 (except tires made for or used in pulling contests), if they are used in normal agricultural service. It does not cover tires marked "NO ADJ" or "NA" (non-adjustable) or tires not containing the Firestone serial number. Tires branded DT (damaged tire) are not adjustable for appearance. Tires are adjustable for ride-related conditions only during the first six months of service and up to 1/32nd of an inch of tread wear.

WHAT IS WARRANTIED

If, before wearing down to 2/32nds of an inch of tread or bar depth remaining, any tire covered by this Limited Warranty becomes unusable for any reason within the manufacturer's control, such tire will be replaced with an equivalent new Firestone tire on the basis set forth in the section titled "Limited Warranty Period and Pro Rata Percentages" on the following page. Some examples of causes or conditions normally beyond the manufacturer's control are:

1. Field or road hazards or stubble damage (e.g., cut, snag, puncture, stubble damage, impact break, tear or chunk in tread, bar or shoulder);
2. Apparent overload or improper inflation pressure or abuse;
3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, mismatching of adjacent tires, or other vehicle conditions, defects or characteristics;

4. Conditions caused by land-leveling or earth-moving operations;
5. Improper repair or improper insertion of sealant, balancing or filler materials;
6. Intentional alteration of either the appearance or the physical characteristics of the tire;
7. Mounting damage or conditions caused by aging or improper storage; and
8. Failure to observe any of the "Owner-User's Obligations" items listed elsewhere in this publication.

This Limited Warranty is in addition to, and/or may be limited by, any other applicable written warranty you may have received concerning special tires or situations.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

During the first two years of service (proof-of-purchase must be attached to claim form), if the tire is worn less than 25%, the tire will be replaced without charge including normal mounting and service charges.

After the free replacement period, the replacement price will be prorated based on years of service from the original purchase date (proof-of-purchase must be attached to claim form, or if proof-of-purchase is not available or if tire was not purchased new, then based on years from date of manufacture, which is molded into the sidewall of the tire), as set forth on the following page.

COMMERCIAL LIMITED WARRANTY
FOR FIRESTONE RADIAL AGRICULTURAL TIRES

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
3rd Year	30%	30%
4th Year	40%	40%
5th Year	50%	50%
6th Year	60%	60%
7th Year	70%	70%
8th Year	80%	80%
9th Year	90%	90%
After the end of the 9th year, coverage expires.		100%

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Firestone owner-user's regular buying price. Appropriate taxes, mounting or other service charges will be added to the replacement price.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied, other than the warranties stated in this Limited Warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Only the actual owner-user of the covered tires may make an adjustment claim under this Limited Warranty and Commercial Adjustment Policy, and only for tires used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failures cannot occur.

OWNER-USER'S OBLIGATIONS

Proper tire care is necessary to obtain maximum hours of usage and wear.

The owner-user's obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes and service charges for a new, current, equivalent Firestone brand tire.

COMMERCIAL LIMITED WARRANTY
FOR FIRESTONE RADIAL AGRICULTURAL TIRES

The obligation of Bridgestone Americas Tire Operations, LLC under this Limited Warranty and Commercial Adjustment Policy may not be enlarged or altered by anyone.

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LIMITED WARRANTY FOR

PERFORMER EVO RADIAL TIRES

TIRES COVERED

This Limited Warranty covers original-tread Firestone brand radial agricultural tires under "Performer EVO" name, purchased or manufactured after June 1, 2018, if they are used in normal agricultural service. It does not cover tires marked "NO ADJ" or "NA" (non-adjustable) or tires not containing the Firestone serial number. Tires branded DT (damaged tire) are not adjustable for appearance. Tires are adjustable for ride-related conditions only during the first six months of service and up to 1/32nd of an inch of tread wear.

WHAT IS WARRANTIED

If, before wearing down to 2/32nds of an inch of tread or bar depth remaining, any tire covered by this Limited Warranty becomes unusable for any reason within the manufacturer's control, such tire will be replaced with an equivalent new Firestone tire on the basis set forth in the section titled "Limited Warranty Period and Pro Rata Percentages" on the following page. Some examples of causes or conditions normally beyond the manufacturer's control are:

1. Field or road hazards or stubble damage (e.g. cut, snag, puncture, stubble damage, impact break, tear or chunk in tread, bar or shoulder);
2. Apparent overload or improper inflation pressure or abuse;
3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, mismatching of adjacent tires, or other vehicle conditions, defects or characteristics;

4. Conditions caused by land-leveling or earth-moving operations;
5. Improper repair or improper insertion of sealant, balancing or filler materials;
6. Intentional alteration of either the appearance or the physical characteristics of the tire;
7. Mounting damage or conditions caused by aging or improper storage; and
8. Failure to observe any of the "Owner-User's Obligations" items listed elsewhere in this publication.

This Limited Warranty is in addition to, and/or may be limited by, any other applicable written warranty you may have received concerning special tires or situations.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

During the first year of service (proof-of-purchase must be attached to claim form), if the tire is worn less than 10%, the tire will be replaced without charge including normal mounting and service charges.

After the free replacement period, the replacement price will be prorated based on years of service from the original purchase date (proof-of-purchase must be attached to claim form, or if proof-of-purchase is not available or if tire was not purchased new, then based on years from date of manufacture, which is molded into the sidewall of the tire), as set forth on the following page.

COMMERCIAL LIMITED WARRANTY
FOR FIRESTONE PERFORMER EVO RADIAL
AGRICULTURAL TIRES

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
2nd Year	20%	20%
3rd Year	30%	30%
4th Year	60%	60%
5th Year	80%	80%
6th Year	90%	90%
After the end of the 6th year, coverage expires.		100%

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Firestone owner-user's regular buying price. Appropriate taxes, mounting or other service charges will be added to the replacement price.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied other than the warranties stated in this Limited Warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Only the actual owner-user of the covered tires may make an adjustment claim under this Limited Warranty and Commercial Adjustment Policy, and only for tires used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failures cannot occur.

OWNER-USER'S OBLIGATIONS

Proper tire care is necessary to obtain maximum hours of usage and wear.

The owner-user's obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes and service charges for a new, current, equivalent Firestone brand tire.

COMMERCIAL LIMITED WARRANTY
FOR FIRESTONE PERFORMER EVO RADIAL
AGRICULTURAL TIRES

The obligation of Bridgestone Americas Tire Operations, LLC under this Limited Warranty and Commercial Adjustment Policy may not be enlarged or altered by anyone.

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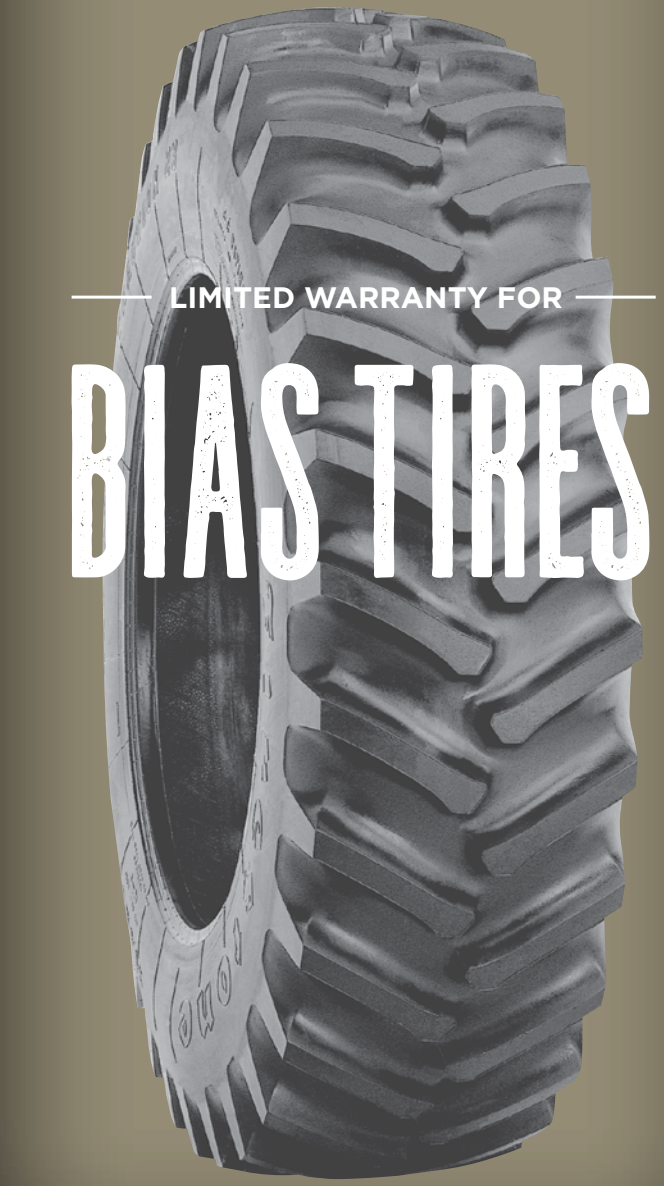

LIMITED WARRANTY FOR

BIAS TIRES

TIRES COVERED

This Limited Warranty covers all original-tread Firestone brand bias ply agricultural tires, including rears, floats, fronts and implements, purchased or manufactured after June 1, 2018 (except tires made for or used in pulling contests), if they are used in normal agricultural service. It does not cover tires marked “NO ADJ” or “NA” (non-adjustable) or tires not containing the Firestone serial number. Tires branded DT (damaged tire) are not adjustable for appearance. Tires are adjustable for ride-related conditions only during the first six months of service and up to 1/32nd of an inch of tread wear.

In addition, this policy applies to selected Bridgestone brand lawn & garden and small tractor sizes (with designation G-1, G-2, R-1, R-2, R-3) will be managed by the same ag bias 6-year warranty policy based on date of sale or date of equipment purchase.

WHAT IS WARRANTIED

If, before wearing down to 2/32nds of an inch of tread or bar depth remaining, any tire covered by this Limited Warranty becomes unusable for any reason within the manufacturer’s control, such tire will be replaced with an equivalent new Firestone tire on the basis set forth in the section titled “Limited Warranty Period and Pro Rata Percentages” on the following page. Some examples of causes or conditions normally beyond the manufacturer’s control are:

1. Field or road hazards or stubble damage (e.g. cut, snag, puncture, stubble damage, impact break, tear or chunk in tread, bar or shoulder);

2. Apparent overload or improper inflation pressure or abuse;
3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, mismatching of adjacent tires, or other vehicle conditions, defects or characteristics;
4. Conditions caused by land-leveling or earth-moving operations;
5. Improper repair or improper insertion of sealant, balancing or filler materials;
6. Intentional alteration of either the appearance or the physical characteristics of the tire;
7. Mounting damage or conditions caused by aging or improper storage; and
8. Failure to observe any of the "Owner-User's Obligations" items listed elsewhere in this publication.

This Limited Warranty is in addition to, and/or may be limited by, any other applicable written warranty you may have received concerning special tires or situations.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

During the first year of service (proof-of-purchase must be attached to claim form), if the tire is worn less than 10%, the tire will be replaced without charge including normal mounting and service charges.

After the free replacement period, the replacement price will be prorated based on years of service from the original purchase date (proof-of-purchase must be attached to claim form, or if proof-of-purchase is not available or if tire was not purchased new, then based on years from date of manufacture, which is molded into the sidewall of the tire), as set forth on the following page.

COMMERCIAL LIMITED WARRANTY
FOR FIRESTONE BIAS PLY AGRICULTURAL TIRES

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
2nd Year	20%	20%
3rd Year	30%	30%
4th Year	60%	60%
5th Year	80%	80%
6th Year	90%	90%
After the end of the 6th year, coverage expires.		100%

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Firestone owner-user's regular buying price. Appropriate taxes, mounting or other service charges will be added to the replacement price.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied, other than the warranties stated in this Limited Warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Only the actual owner-user of the covered tires may make an adjustment claim under this Limited Warranty and Commercial Adjustment Policy, and only for tires used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failures cannot occur.

OWNER-USER'S OBLIGATIONS

Proper tire care is necessary to obtain maximum hours of usage and wear.

The owner-user's obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes and service charges for a new, current, equivalent Firestone brand tire.

COMMERCIAL LIMITED WARRANTY
FOR FIRESTONE BIAS PLY AGRICULTURAL TIRES

The obligation of Bridgestone Americas Tire Operations, LLC under this Limited Warranty and Commercial Adjustment Policy may not be enlarged or altered by anyone.

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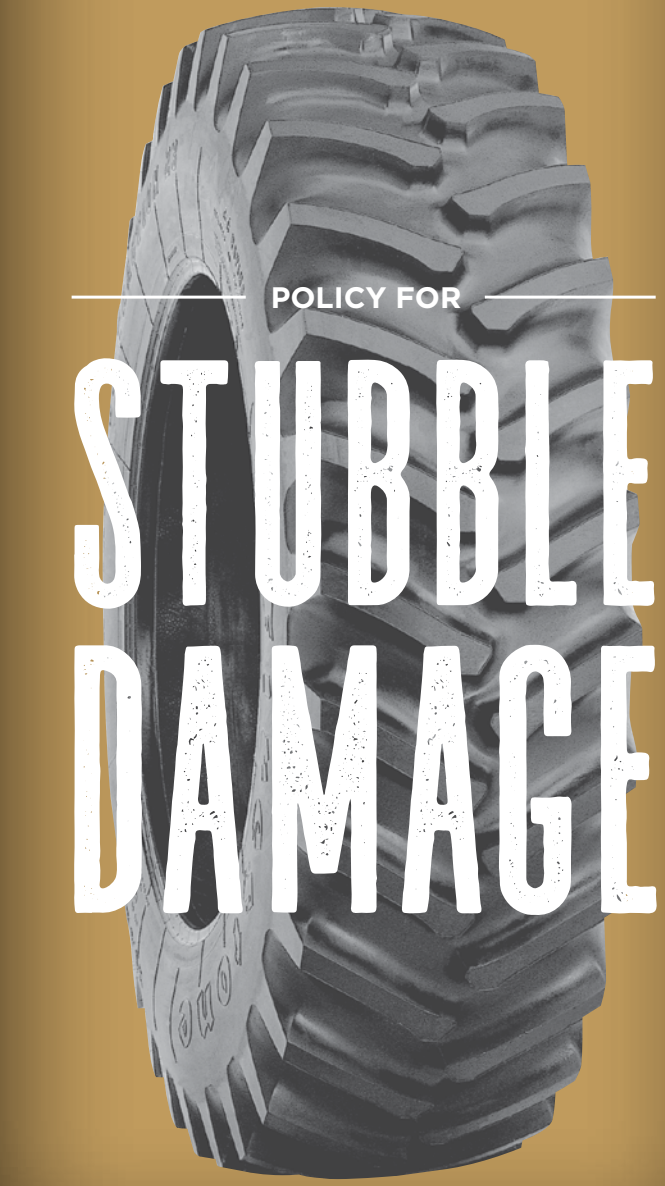

POLICY FOR

STUBBLE DAMAGE

TIRES COVERED

The Firestone Stubble Damage Policy covers all qualified Firestone brand radial and bias rears (R-1, R-1W, R-2, R-3), as wells as “Stubble Stomper” and “Destination Branded” agricultural tires purchased new or manufactured after January 1, 2009, and used in normal agricultural service. This Stubble Damage Policy does not cover tires marked “NO ADJ” or “NA” (non-adjustable), tires made for or used in pulling contests, or tires not bearing the Firestone serial number.

POLICY CONDITIONS

Only the original purchaser of the covered tire or of the agricultural equipment the tire came on may make an adjustment claim under this Stubble Damage Policy. If, in normal agricultural service, a Firestone tire covered by this Stubble Damage Policy becomes unusable or not repairable due to stubble damage, such tire will be replaced with an equivalent new Firestone tire on a pro rata basis, as set forth on the following page. You must pay as a replacement price the appropriate pro rata percentage of the owner-user’s regular buying price. You must also pay for mounting, service charges and applicable taxes.

This Stubble Damage Policy is a statement of adjustment policy coverage only. Nothing in this Stubble Damage Policy is intended to be a warranty against stubble damage or representation that failures cannot occur. Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied, in respect of stubble damage, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

STUBBLE DAMAGE POLICY
FOR FIRESTONE RADIAL AND BIAS TIRES

STUBBLE DAMAGE POLICY AND PRO RATA PERCENTAGES

The replacement price will be prorated based on years of service based on proof-of-purchase date as follows:

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
1st Year	25%	25%
2nd Year	50%	50%
3rd Year	75%	75%
After the end of the 3rd year, coverage expires.		100%

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Firestone owner-user's regular buying price. Appropriate taxes, mounting, or other service charges will be added to the replacement price.

POLICY EXCLUSIONS

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

This Stubble Damage Policy does not cover broken beads, damage due to run flat, abuse, land leveling, vehicle projection, accident, collision, fire or vandalism. Only the original owner-user of the covered tires may make an adjustment claim under this Stubble Damage Policy, and only for tires used in the 50 United States and the District of Columbia.

OWNER-USER'S OBLIGATIONS

The owner-user's obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels. To reduce stubble damage, the owner-user must:

1. Set the tire spacing to run between rows — not on stubble;
2. Use mechanical devices readily available through equipment manufacturers to knock down stubble;
3. Make first tillage pass parallel to the rows.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new, or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes, mounting and service charges for a new, current, equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Stubble Damage Policy may not be enlarged or altered by anyone.

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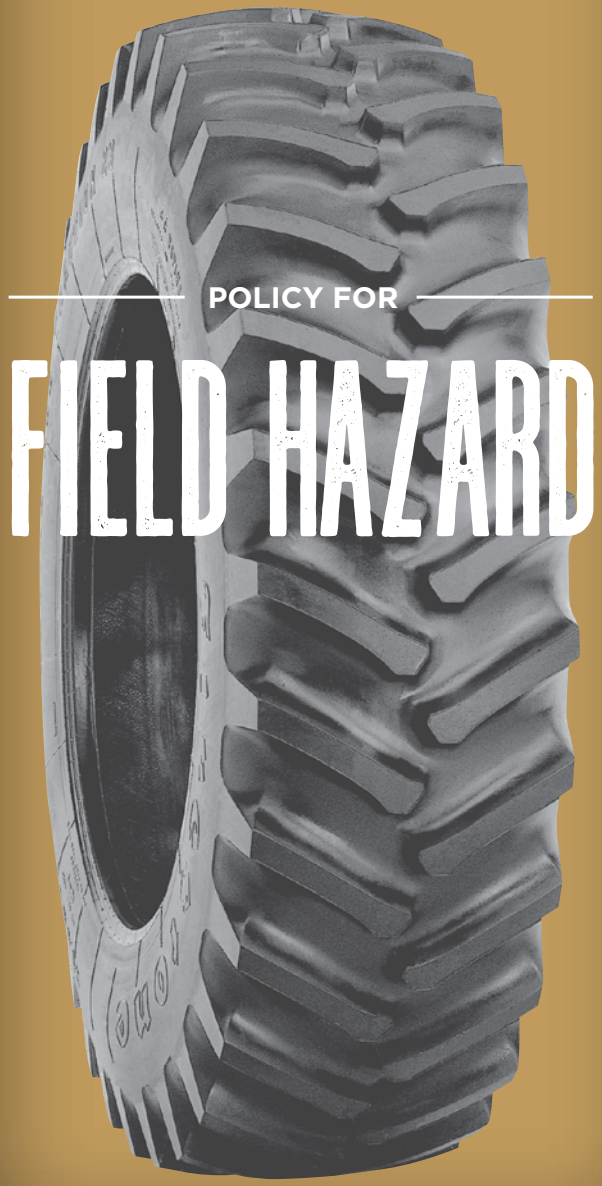
POLICY FOR

FIELD HAZARD



TIRES COVERED

The Firestone Field Hazard Policy covers all qualified Firestone brand radial and bias rears (R-1, R-1W, R-2, R-3), as well as "Stubble Stomper" and "Destination Branded" agricultural tires purchased new or manufactured after January 1, 2009, and used in normal agricultural service. This Field Hazard Policy does not cover tires marked "NO ADJ" or "NA" (non-adjustable), tires made for or used in pulling contests, or tires not bearing the Firestone serial number.

POLICY CONDITIONS

Only the original purchaser of the covered tire or of the agricultural equipment the tire came on may make an adjustment claim under this Field Hazard Policy. If, in normal agricultural service, a Firestone tire covered by this Field Hazard Policy becomes unusable or not repairable due to field hazard, such tire will be replaced with an equivalent new Firestone tire on a pro rata basis, as set forth on the following page. You must pay as a replacement price the appropriate pro rata percentage of the owner-user's regular buying price. You must also pay for mounting, service charges and applicable taxes.

This Field Hazard Policy is a statement of adjustment policy coverage only. Nothing in this Field Hazard Policy is intended to be a warranty against field hazards or a representation that failures cannot occur. Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied, in respect of field hazards, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

FIELD HAZARD POLICY
FOR FIRESTONE RADIAL AND BIAS TIRES

FIELD HAZARD POLICY AND PRO RATA PERCENTAGES

The replacement price will be prorated based on years of service based on proof-of-purchase date as follows:

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
1st Year	25%	50%
2nd Year	50%	75%
After the end of the 2nd year, coverage expires.		100%

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Firestone owner-user's regular buying price. Appropriate taxes, mounting or other service charges will be added to the replacement price.

POLICY EXCLUSIONS

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

This Field Hazard Policy does not cover broken beads, damage due to run flat, abuse, land leveling, vehicle projection, accident, collision, fire or vandalism. Only the original owner-user of the covered tires may make an adjustment claim under this Field Hazard Policy, and only for tires used in the 50 United States and the District of Columbia.

OWNER-USER'S OBLIGATIONS

The owner-user's obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes, mounting and service charges for a new, current, equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Field Hazard Policy may not be enlarged or altered by anyone.

LIMITED WARRANTY FOR

FORESTRY TIRES

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LIMITED WARRANTY
FOR FIRESTONE FORESTRY TIRES

TIRES COVERED

This Limited Warranty covers original-tread Firestone brand logger service and wire-tread ply tires if they are used in normal logging service. It does not cover tires marked “NO ADJ” or “NA” (non-adjustable), or tires not containing the Firestone serial number. Tires branded DT (damaged tire) are not adjustable for appearance.

WHAT IS WARRANTIED

If, before wearing down to 2/32nds of an inch of tread or bar depth remaining, and before the end of the fifth year of service (proof-of-purchase required) or before the end of the fifth year from date of manufacture (date molded in sidewall of tire), any tire covered by this Limited Warranty becomes unusable for any reason within the manufacturer’s control, such tire will be replaced with an equivalent new Firestone tire on the basis set forth in the section titled “Replacement Price” below. Some examples of causes or conditions normally beyond the manufacturer’s control are:

1. Forest or road hazards (e.g., cut, snag, puncture, impact, bruise break, stone drill, projection rub, tear or chunk in tread, bar or shoulder);
2. Apparent overload or improper inflation pressure;
3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, mismatching of adjacent tires, other vehicle conditions, defects or characteristics;
4. Improper repair or improper insertion of sealant, or improper balancing of filler materials;
5. Intentional alteration of either the appearance or the physical characteristics of the tire;
6. Conditions caused by aging, improper storage or severe service;
7. Failure to observe any of the "Owner User’s Obligations" items listed elsewhere in this publication;
8. Mounting damage or other abuse.

For logger tires used in normal logging service, this Limited Warranty ends at the end of the fifth year of service if proof-of-purchase is available, or at the end of the fifth year from date of manufacture if no proof-of-purchase is available.

For logger tires used in earth-moving service, this Limited Warranty ends after the fifth year of service if proof-of-purchase is available, or at the end of the fifth year from date of manufacture if no proof-of-purchase is available.

This Limited Warranty is in addition to, and/or may be limited by, any other applicable written warranty you may have received concerning special tires or situations.

REPLACEMENT PRICE

Tires adjusted under this Limited Warranty will be replaced free of charge (except for mounting and service fees) during the first 10% of tread wear; thereafter, to determine the replacement price, the percent of tread wear is multiplied by the owner-user’s regular buying price. Taxes, mounting fees or other service charges will be added to the replacement price.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied, other than the warranties stated in this Limited Warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, AND INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Only the actual owner-user of the covered tires may make an adjustment claim under this Limited Warranty and Commercial Adjustment Policy, and only for tires used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failure cannot occur.

OWNER-USER'S OBLIGATIONS

Proper tire care is necessary to obtain maximum hours of usage and wear.

The owner-user's obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone forestry dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new logger equipment that the tire came on, and pay the appropriate replacement price, taxes and service charges for a new, current, equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Limited Warranty and Commercial Adjustment Policy may not be enlarged or altered by anyone.

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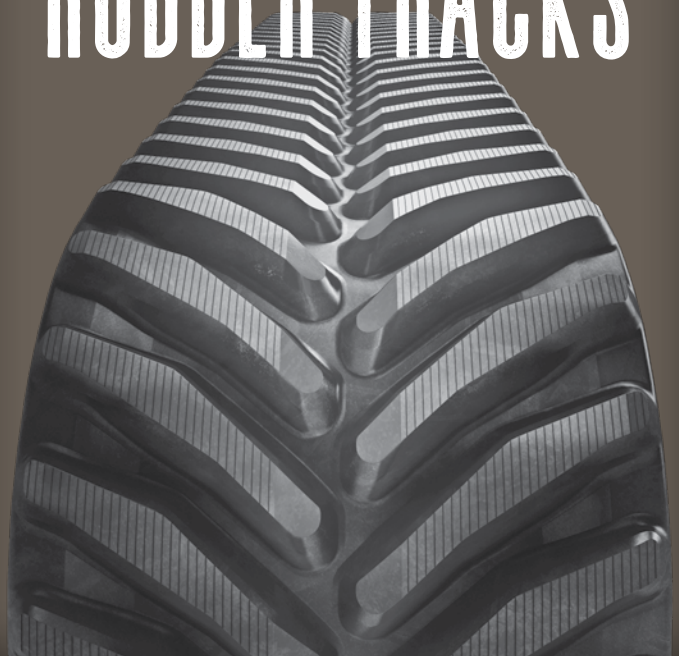
LIMITED WARRANTY FOR

AGRICULTURAL RUBBER TRACKS



TRACKS COVERED

This Limited Warranty covers all new Firestone-branded Agricultural Rubber Tracks, used in normal agricultural service, when purchased from a Bridgestone Americas Tire Operations, LLC (BATO) authorized dealer or distributor (the "Covered Ag Tracks").

WHAT IS WARRANTIED

Subject to the terms, limitations and exclusions of this Limited Warranty, BATO warrants to the original end user of the Covered Ag Tracks that if the track becomes unusable for any reason within the manufacturer's control within forty-eight (48) months from the date of purchase or 4,000 hours of operation, whichever occurs first, such track will be replaced with an equivalent new Firestone-branded Agricultural Rubber Track on the basis set forth in the section on page 41 titled "Limited Warranty Period and Pro Rata Percentages."

WHAT IS NOT WARRANTIED

1. Any damage occurring in shipment.
2. Any damage caused during installation.
3. Normal wear and tear.
4. Tracks used for any non-agricultural or industrial applications or services.
5. Any damage caused by or attributable to improper undercarriage maintenance, or use of undercarriage components or other components that are not original-equipment-manufacturer (OEM) specification.
6. Any damage caused by use of the Covered Ag Tracks on a gear-tooth drive system (positive drive system).

Limited Pro Rata Warranty – Agriculture Use for Firestone-Branded Agricultural Rubber Tracks Effective July 1, 2015

7. Any damage caused by or attributable to unauthorized alterations, modifications or repairs (including without limitation any modification or replacement of guide blocks, tread bars, lugs, or other parts or accessories), or failure to comply with BATO recommendations on use or maintenance of the Covered Ag Tracks.
8. Any damage caused by use in inappropriate environmental conditions, or any other use outside of BATO's recommendations or specifications.
9. Any damage caused by accident, misuse, abuse, overload, sabotage, neglect, mishandling, misapplication, faulty installation, or Acts of God or nature or other factors beyond BATO's control.

This Limited Warranty only covers Covered Ag Tracks that are unserviceable or unusable, and does not cover minor cosmetic deficiencies such as surface cracks, splits and other superficial distress that may impact track appearance but do not render the track unusable or measurably diminish overall life.

This Limited Warranty does not cover the cost of removing the Covered Ag Tracks or installing a replacement product.

WARRANTY CLAIMS PROCEDURE

Warranty claims must be submitted with proof-of-purchase of the Covered Ag Tracks to the nearest BATO Agricultural Products location within fifteen (15) days after the date of the incident, giving rise to the warranty claim along with photographs of the damaged area. At the sole option of BATO, the

LIMITED WARRANTY
FOR FIRESTONE AGRICULTURAL USE TRACKS

Covered Ag Track must be available for inspection at the claimant's expense. BATO, at its sole discretion, shall examine the Covered Ag Track and determine whether damage to the Covered Ag Track was a result of workmanship and, if so, determine the applicable remedy. Warranty claim forms are available from a BATO-authorized distributor or dealer.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

If BATO determines a Covered Ag Track is unusable due to a condition covered by the Limited Warranty during Service Months (as defined on the following page) 0 through 12 and Service Hours 0 through 1,000, and has a Tread Wear Rate (as defined on the following page) of less than 25%, the Covered Ag Track shall be replaced, without charge, by a new Firestone-branded Agricultural Rubber Track.

If BATO determines the Covered Ag Track is unusable due to a condition covered by the Limited Warranty after the 12th Service Month, 1,000th Service Hour or after the Tread Wear Rate is greater than 25%, such Covered Ag Track shall be eligible for replacement with a new Firestone-branded Agricultural Rubber Track at a prorated purchase price, calculated by the customer's normal buying price multiplied by the Pro Rata Collection Percentage in the table on the following page. The Pro Rata Collection Percentage shall be determined using the Service Months, Service Hours or the Tread Wear Rate, whichever produces the greater Pro Rata Collection Percentage.

LIMITED WARRANTY
FOR FIRESTONE AGRICULTURAL USE TRACKS

Pro Rata Collection Percentage Table

Months of Service or During	Hours of Service	If Tread Wear Rate Is	Pro Rata Collection Percentage
0-12	0-1,000	< 25%	0%
12-24	1,001-2,000	26%-49%	25%
12-36	1,001-3,000	50%-74%	50%
12-48	1,001-4,000	>75%	75%
At the end of the 48th month or after 4,000 service hours, coverage expires.			100%

For the purpose of this Limited Warranty, (i) the "Service Month" means the period from the date of purchase (proof-of-purchase required) of the Covered Ag Track by the original end user to the month in which the Warranty Claim was made; (ii) the "Service Hour" means the actual number of hours of operation from the time the Covered Ag Track has been installed on a piece of equipment; and (iii) "the Tread Wear Rate" means the percentage calculated based on the following formula, of which percentage shall be determined by BATO based on the related information of each item of the following formula:

$$\textbf{TREAD WEAR RATE} = \frac{A - B}{A - C} \times 100$$

A = "Original Tread Depth" means the depth of the tread bars of the Covered Ag Tracks, of which depth is originally designated by BATO at the time of sale.

B = "Average Measured Tread Depth" means the average of the measured depth of the tread bars of the Covered Ag Track at the time of the claim under this Limited Warranty. Measurement instructions to determine Average Measured Tread Depth can be found in the Firestone Agricultural Rubber Track Manual.

C = "Worn-Out Tread Depth" means the depth of the tread bars of the Covered Ag Track, which is designated by BATO as the limitation of use and service. The Worn-Out Tread Depth is 10 mm (0.4") of the original tread.

Claims made under this Limited Warranty are only allowed if the Average Measured Tread Depth is higher than the Worn-Out Tread Depth. If the Average Measured Tread Depth is lower than the Worn-Out Tread Depth, the Covered Ag Track is considered worn out and is no longer usable, and a new Firestone Agricultural Rubber Track should be purchased at that time.

CONDITIONS AND EXCLUSIONS

Any Covered Ag Track replaced under the Limited Warranty with a new Firestone-branded Agricultural Rubber Track will be covered for the balance of the original Limited Warranty period. THIS IS THE ORIGINAL END USER'S SOLE AND EXCLUSIVE REMEDY, AND BATO'S ONLY OBLIGATION, FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK OR ANY BREACH OF WARRANTY WITH RESPECT TO THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.

WARRANTY DISCLAIMER. OTHER THAN THE LIMITED WARRANTY DESCRIBED ABOVE, BATO MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR GUARANTEES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, BATO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR ECONOMIC LOSS OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES OR PROFITS) ARISING OUT OF THE USE OR INABILITY TO USE THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK, WHETHER BASED ON THEORIES OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER BATO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BATO'S LIABILITY FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE FOR SUCH FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Only the actual owner-user of the Covered Ag Tracks may make an adjustment claim under this Limited Warranty, and only for tracks used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failure cannot occur.

Limited Pro Rata Warranty – Agriculture Use for Firestone-Branded Agricultural Rubber Tracks, Effective July 1, 2015

LIMITED WARRANTY FOR

AGRICULTURAL RUBBER TRACKS

TRACKS COVERED

This Limited Warranty covers new All Traction Class 5 and All Traction Class 6 Firestone-branded Agricultural Rubber Tracks purchased from a Bridgestone Americas Tire Operations, LLC (BATO) authorized dealer that are used for non-agricultural/industrial use (the "Covered Rubber Tracks"). All Traction Class 3 and All Traction Class 4 Firestone-branded Agricultural Rubber Tracks are not subject to any warranty for non-agricultural/industrial use.

WHAT IS WARRANTIED

Subject to the terms, limitations and exclusions of this Limited Warranty, BATO warrants to the original end user of the Covered Rubber Tracks that if the track becomes unusable for any reason within the manufacturer's control within twenty-four (24) months from the date of purchase or within 2,000 hours of operation, whichever occurs first, such track will be replaced with an equivalent new Firestone-branded Agricultural Rubber Track on the basis set forth in the section on page 48 titled "Limited Warranty Period and Pro Rata Percentages."

WHAT IS NOT WARRANTIED

1. Any damage occurring in shipment.
2. Any damage caused during installation.
3. Normal wear and tear.
4. Any damage caused by or attributable to improper undercarriage maintenance, or use of undercarriage components or other components that are not original-equipment-manufacturer (OEM) specification.
5. All Traction Class 3 and All Traction Class 4 Firestone-branded Agricultural Rubber Tracks.
6. Any damage caused by use of the Covered Rubber Tracks on a gear-tooth-drive system (positive-drive system).
7. Any damage caused by or attributable to unauthorized alterations, modifications or repairs (including without limitation any modification or replacement of guide blocks, tread bars, lugs, or other parts or accessories), or failure to comply with BATO recommendations on use or maintenance of the Covered Rubber Tracks.
8. Any damage caused by use in inappropriate environmental conditions, or any other use outside of BATO's recommendations or specifications.
9. Any damage caused by accident, misuse, abuse, overload, sabotage, neglect, mishandling, misapplication, faulty installation, or Acts of God or nature or other factors beyond BATO's control.

This Limited Warranty only covers Covered Rubber Tracks that are unserviceable or unusable, and does not cover minor cosmetic deficiencies such as surface cracks, splits and other superficial distress that may impact track appearance but does not render the track unusable or measurably diminish overall life.

This Limited Warranty does not cover the cost of removing the Covered Rubber Track or installing a replacement product.

WARRANTY CLAIMS PROCEDURE

Warranty claims must be submitted with proof-of-purchase of the Covered Rubber Tracks to the nearest BATO Rubber Tracks Products location

LIMITED WARRANTY
FOR FIRESTONE NON-AGRICULTURAL/INDUSTRIAL USE

within fifteen (15) days after the date of the incident, giving rise to the warranty claim along with photographs of the damaged area. At the sole option of BATO, the Covered Rubber Track must be available for inspection at the claimant's expense. BATO, at its sole discretion, shall examine the Covered Rubber Track and determine whether damage to the Covered Rubber Track was a result of workmanship and, if so, determine the applicable remedy. Warranty claim forms are available from a BATO-authorized distributor or dealer.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

If BATO determines a Covered Rubber Track is unusable due to a condition covered by the Limited Warranty during Service Months (as defined on the following page) 0 through 12 and Service Hours 0 through 1,000, and has a Tread Wear Rate (as defined on the following page) of less than 20%, the Covered Rubber Track shall be replaced, without charge, by a new Firestone-branded Agricultural Rubber Track.

If BATO determines the Covered Rubber Track is unusable due to a condition covered by the Limited Warranty after the 12th Service Month, the 1,000th Service Hour or after the Tread Wear Rate is greater than 20%, such Covered Rubber Track shall be eligible for replacement with a new Firestone-branded Agricultural Rubber Track at a prorated purchase price, calculated by the customer's normal buying price multiplied by the Pro Rata Collection Percentage in the table on the following page. The Pro Rata Collection Percentage shall be determined using the Service Months, Service Hours or the Tread Wear Rate, whichever produces the greater Pro Rata Collection Percentage.

LIMITED WARRANTY
FOR FIRESTONE NON-AGRICULTURAL/INDUSTRIAL USE

Pro Rata Collection Percentage Table

Months of Service or During	Hours of Service	Usable Tread Wear	
		0-20%	>21%
		Pro Rata Collection Percentage is:	
0-12	0-1,000	0%	If Greater Than 20%, Use Actual Usable Tread Wear Rate Percent

At the end of the 24th month or after 2,000 service hours, coverage expires.

Months of Service or During	Hours of Service	Usable Tread Wear				
		0-20%	21-40%	41-60%	61-80%	81-100%
		Pro Rata Collection Percentage is:				
13-24	1,001-2,000	30%	40%	60%	80%	100%

At the end of the 24th month or after 2,000 service hours, coverage expires.

For the purpose of this Limited Warranty, (i) the "Service Month" means the period from the date of purchase (proof-of-purchase required) of the Covered Rubber Track by the original end user to the month in which the Warranty Claim was made; (ii) the "Service Hour" means the actual number of hours of operation from the time the Covered Rubber track has been installed on a piece of equipment; and (iii) "the Tread Wear Rate" means the percentage calculated based on the following formula, of which percentage shall be determined by BATO based on the related information of each item of the following formula:

$$\textbf{TREAD WEAR RATE} = \frac{A - B}{A - C} \times 100$$

A = "Original Tread Depth" means the depth of the tread bars of the Covered Rubber Track, of which depth is originally designated by BATO at the time of sale.

B = "Average Measured Tread Depth" means the average of the measured depth of the tread bars of the Covered Rubber Track at the time of the claim under this Limited Warranty. Measurement instructions to determine Average Measured Tread Depth can be found in the Firestone Agricultural Rubber Track Manual.

C = "Worn-Out Tread Depth" means the depth of the tread bars of the Covered Rubber Track, which is designated by BATO as the limitation of use and service. The Worn-Out Tread Depth is 10 mm (0.4") of the original tread.

Claims made under this Limited Warranty are only allowed if the Average Measured Tread Depth is higher than the Worn-Out Tread Depth. If the Average Measured Tread Depth is lower than the Worn-Out Tread Depth, the Firestone-branded Agricultural Rubber Track is considered worn out and is no longer usable, and a new Firestone-branded Agricultural Rubber Track should be purchased at that time.

CONDITIONS AND EXCLUSIONS

Any Covered Rubber Track replaced under the Limited Warranty with a new Firestone-branded Agricultural Rubber Track will be covered for the balance of the original Limited Warranty period. THIS IS THE ORIGINAL END USER'S SOLE AND EXCLUSIVE REMEDY, AND BATO'S ONLY OBLIGATION, FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK OR ANY BREACH OF WARRANTY WITH RESPECT TO THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.

WARRANTY DISCLAIMER. OTHER THAN THE LIMITED WARRANTY DESCRIBED ABOVE, BATO MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR GUARANTEES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

LIMITATION OF LIABILITY. BATO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR ECONOMIC LOSS OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES OR PROFITS) ARISING OUT OF THE USE OR INABILITY TO USE THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK, WHETHER BASED ON THEORIES OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER BATO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BATO'S LIABILITY FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE FOR SUCH FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.

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Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Only the actual owner-user of the Covered Rubber Tracks may make an adjustment claim under this Limited Warranty, and only for tracks used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failure cannot occur.

PERFORMANCE REMINDER

Overloading and incorrect air pressure are two of the greatest causes of premature tire removal. For the best performance possible, select the proper design, size and ply-rated tires for your equipment and operate the tires at the inflation pressure required to carry the working load. Detailed load and inflation tables are included in the Firestone Farm Tire Data Book and at FirestoneAg.com.

PROPER TIRE SIZES

Tire sizes and ratings are dictated by vehicle geometry, weight and power. Before changing tire sizes, be sure to check with the equipment manufacturer or dealer. Tire measurements and load-carrying capacities for all Firestone agricultural tires are shown in the Firestone Farm Tire Data Book and at FirestoneAg.com. These measurements are especially important when matching front and rear sizes.

Have a technical question? Contact Field Engineering:
1-800-TIRE-ENG (847-3364)

Need additional information? **FirestoneAg.com**

NOTES:

Firestone
FARM HARD

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FARM HARD
Firestone

LIMITED WARRANTY

OFF-THE-ROAD AND RADIAL AGRICULTURAL TIRES

Line Item # 14.11-14.12, 14.16-14.18 & 14.24

LIMITED WARRANTY

The following warranty contains certain rights and obligations that pertain to Maxam branded Off-The-Road (OTR) and Radial Agricultural (AG) tires with bead diameter 24" and larger. Please review these rights and obligations carefully.

DEFINITION

This Limited Warranty covers all Maxam branded Off-The-Road (OTR) and radial agricultural tires (AG) with bead diameter 24" and larger as designated in Maxam OTR and AG product listings (price books and leaflets). It does not does not apply to used, DA, or "NA" (not adjustable) tires. Industrial, Port, Construction, Bias Agricultural, and Solid tires are also not covered under this policy.

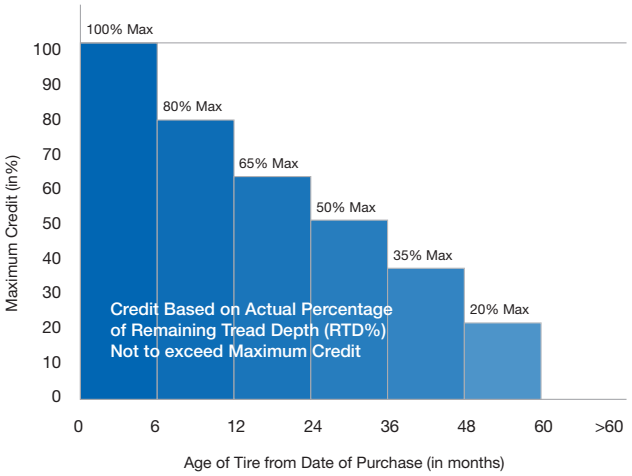
ELIGIBILITY

Every tire bearing the name Maxam and with a complete serial number moulded in the sidewall is warranted to be free from manufacturing defects within the manufacturer's control. If an examination by an authorized Maxam representative shows that any such tire failed as a result of manufacturing defects, it will, at the option of Maxam, either be repaired at no charge, or a credit will be issued toward the purchase price of a replacement tire, being a comparable Maxam OTR product. This credit will be determined by applying the lesser of the percentage of remaining tread depth (RTD%) and the maximum age based credit shown in the following chart. The replacement percentage will be multiplied by the original purchase price of the tire (excluding any taxes or duties) to determine the amount of credit to be applied. All adjusted tires will be disabled and the serial numbers will be removed. Customer is responsible for the disposal of all adjusted tires. This warranty coverage is for tires used within published designed specifications for Maxam tires. To be eligible for warranty, the tire must have at least 5/32nds of remaining tread. Any use outside such specifications automatically voids this warranty. Please consult Maxam technical leaflets, etc. for design specifications.

TIME PERIOD

This warranty applies for a maximum period of five years (60 months) from date of tire purchase. If no invoice or documentation of the tire purchase can be provided, the date of tire manufacture will be used. The date of manufacture can be determined by the first six digits in the serial number code.

AMOUNT OF CREDIT TO CUSTOMER FOR MANUFACTURING DEFECTS



LIMITATIONS

This Limited Warranty is applicable to the original purchaser and is not assignable to subsequent purchasers. No Maxam dealer, agent, or representative has the authority to make or imply any representation, promise or agreement which in any way varies or extends the terms of this warranty. Any tire, no matter how well manufactured, may fail in service or become unserviceable due to conditions beyond the control of the manufacturer. This Limited Warranty is under no circumstances a representation that a tire failure cannot occur. This limited warranty gives you specific rights and you may also have other rights which may vary from jurisdiction to jurisdiction. To the extent that the provisions of any applicable legislation expressly replace, eliminate, amend or prohibit any term or terms contained herein, such term or terms shall be accordingly replaced, eliminated, amended or extended, as the case may be, in accordance with such legislation.

LIMITED WARRANTY EXCLUSIONS

ALL OTR TIRES AND TUBES

All OTR/AG warranties are subject to the following exclusions:

1. Tire claims submitted more than 60 months from the date of purchase.
2. Tires for which alternative warranties or guarantees have been negotiated.
3. Tires with less than 5/32nds remaining tread depth.
4. Tire used under chains. Maxam does recognize that in many applications tire chains provide enhanced tire protection and may extended tire life. In these cases, Maxam may extend special negotiated warranties. Please consult your Maxam representative for details.
5. Damage resulting from misuse, improper mounting, misapplication, use of non-approved rims, improper inflation, overloading, running flat, misalignment or imbalance of wheels/rims, defective brakes or shock absorbers, abuse, wilful damage, oil, chemical action, fire or other externally generated heat, use of studs, water or other material entrapped inside the tire, vehicle damage or road hazards (such as rock cuts, punctures, cut separations, impacts, flex breaks).
6. Claims for irregular wear or rapid tread wear are not covered by this limited warranty.
7. Any tire which is operated above its Ton-Mile per Hour (TMPH) or Tonne-Kilometer per Hour (TKPH) rating.
8. Tires mounted with tubes or o-rings not approved by Maxam.
9. Repaired or Retreaded tires.
10. Any modifications to the tire (added buttress shoulders, re-grooving, re-lugging, etc.) void all warranties.
11. Any material added to the tire (tire fill, sealer, balancer, etc.) is not covered by this limited warranty and will not be compensated for in case of credit being issued for the tire.
12. Use of a solid type fill (such as urethane) voids all warranties.
13. Any costs associated with the repair of tires are not covered unless previously approved by Maxam.
14. Costs of mounting and balancing following pro-rated replacement or repair of tires or tubes, and applicable federal, state, provincial, and local taxes, are not covered under this warranty.
15. Cost of disposal of warranted tires. Disposal of tires is the sole responsibility of the customer.
16. All other warranties, including the implied warranties of merchantability and fitness for a particular purpose, are expressly disclaimed to the extent permitted by law.
17. ALL OBLIGATIONS OR LIABILITIES FOR INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGE ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW, INCLUDING ECONOMIC LOSS, LOSS OF PROFIT, LOSS OF USE OF VEHICLE, LOSS OF TIME, PERSONAL INJURY OR DEATH.

TO OBTAIN WARRANTY SERVICE

1. Contact an authorized Maxam dealer or representative. Please be prepared to provide proof of purchase of the product, purchase date, and serial number.
2. The authorized dealer or representative will contact Maxam to arrange the inspection of the tire in question and processing of your claim. The dealer has no authority or responsibility to make the determination as to eligibility for coverage under this warranty.

MAXAM

WWW.MAXAMTIRE.COM

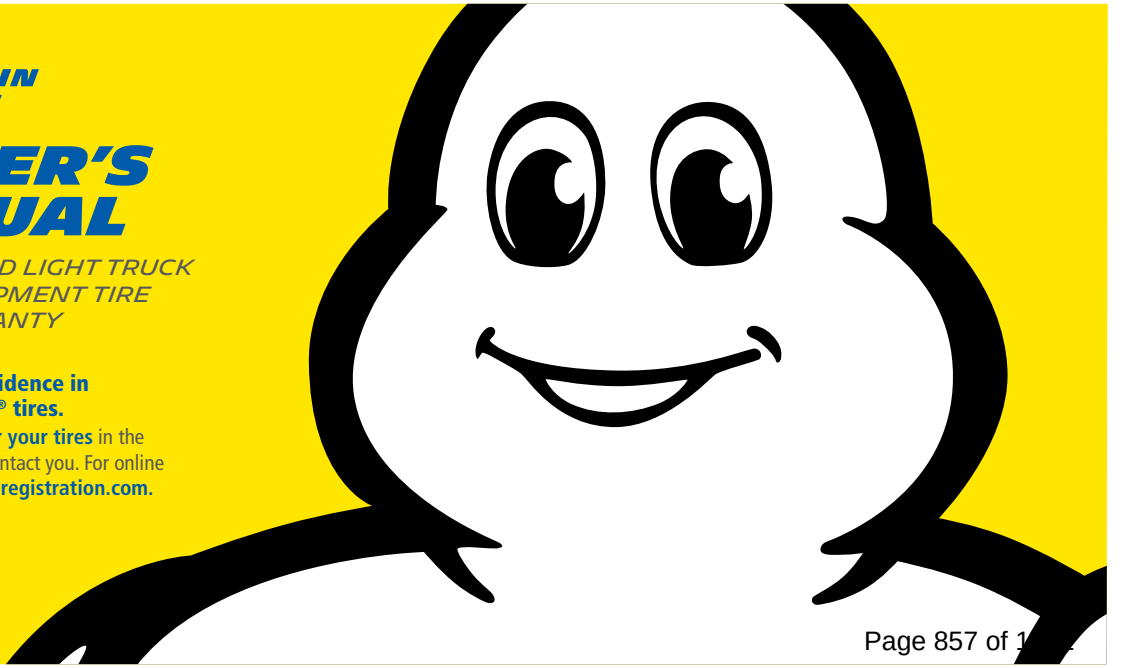
MICHELIN

OWNER'S MANUAL

PASSENGER AND LIGHT TRUCK ORIGINAL EQUIPMENT TIRE LIMITED WARRANTY

Have complete confidence in your new MICHELIN® tires.

It's important to **register your tires** in the event that we need to contact you. For online tire registration, visit **tireregistration.com**.



MICHELIN® PASSENGER AND LIGHT TRUCK TIRE LIMITED WARRANTY

ABOUT THIS WARRANTY

As the original purchaser of a vehicle equipped with MICHELIN® passenger or light truck tires, you are covered by all the benefits and conditions (subject to the maintenance recommendations and safety warnings) contained in this booklet. To ensure your understanding of and compliance with the terms and conditions of this warranty, please read it carefully. It is essential that you also read and understand the safety and maintenance recommendations for tires contained in this booklet.

WHAT IS COVERED AND FOR HOW LONG?

MICHELIN passenger and light truck tires that are used in normal service on the vehicle on which they were originally fitted are covered as follows:

Workmanship and Materials

If there is a defect in workmanship and materials during the life of the original usable tread, or six (6) years from date of purchase (whichever comes first), your tire may be replaced on a pro rata basis under this warranty. After six (6) years or the wear of the original usable tread, whichever occurs first, all warranties, expressed or implied, expire.

The "date of purchase" refers to the date on your sales invoice. If you cannot find your sales invoice, the date will be calculated based on the date of manufacture which is molded on the sidewall of your tire.

The "life of the usable tread" refers to the original tread worn down evenly across the face of the tread to the level of the treadwear indicators, which is 2/32nds of an inch (1.6 mm) of tread remaining. Uneven wear is defined as a tread groove difference of 2/32nds of an inch or more across the face of the tread on the same tire.

WHAT IS NOT COVERED

This warranty does not cover tires damaged due to misuse, abuse or accident such as:

- Road hazards (e.g., cuts, snags, bruises, impact damage or punctures);
- Incorrect mounting of the tire, tire/wheel imbalance or improper repair;
- Misapplication, improper maintenance, racing, underinflation, overinflation or other abuse;
- Uneven or rapid wear which is caused by mechanical irregularity in the vehicle such as wheel misalignment (a measured tread difference of 2/32nds of an inch or more across the face of the tread on the same tire);
- Accident, fire, chemical corrosion, tire alteration or vandalism;
- Flat spotting caused by improper storage or brakelock;
- The addition of liquid, solid or gaseous materials other than air, nitrogen or carbon dioxide (for example, waterbase sealers or balancing substances);

– Minor cosmetic ozone or weather cracking;
– Use of MICHELIN® Self-Supporting Zero Pressure (ZP) tires without a properly operating low air pressure warning system.
– Use of MICHELIN tires that is inconsistent with the safety and/or maintenance information provided in your owner's manual.

Other limitations include but are not limited to the following:

– Michelin does not cover Original Equipment tires for mileage.

WHAT WILL MICHELIN DO?

If a tire is covered, and 2/32nds of an inch (1.6mm) or less of the original tread is worn (or 25% or less, whichever is more beneficial to you), and it is within 12 months of the date of purchase, Michelin will, free of charge, replace your tire with a comparable new MICHELIN® replacement tire, mount the tire, and balance the tire. You must pay the cost of any other service charges and applicable taxes.

If a tire is covered, and more than 2/32nds of an inch of original tread has been worn (or more than 25%, whichever is more beneficial to you), or it has been more than 12 months from the date of purchase, Michelin will replace the tire with a comparable new MICHELIN replacement tire on a pro rata basis. This means that you will be responsible for paying a portion of the cost. The Michelin tire retailer will determine the portion for which you will be responsible by multiplying the percentage of the original usable tread worn, by the current selling price at the adjustment location or the price in the current Michelin Base Price List, whichever is lower. You also will be responsible for paying in-full the cost of mounting and balancing the tire, and the cost of any other service charges and applicable taxes.

HOW DO I GET A REPLACEMENT?

Take your tire to any MICHELIN tire retailer. The retailer will require that you provide one or more the following:

1. The vehicle on which the tire was used,
2. Personal identification (e.g. Driver's License),
3. Your vehicle registration,
4. Payment if you owe a pro rata share for the replacement,
5. A completed Service Record form, and Original Owner/Tire Installation Information Form,
6. Your original invoice and copy of this Owner's Manual.

Self-Supporting Tires Zero Pressure (ZP)

As the purchaser of a MICHELIN® Self-Supporting Zero Pressure (ZP) passenger tire, mounted on a vehicle approved for ZP tires, equipped with a properly operating low tire pressure warning system, you are covered by this warranty. Please pay close attention to the Owner's Manual part of this booklet since it provides specific safety and maintenance information for your ZP tires.

MICHELIN® PASSENGER AND LIGHT TRUCK TIRE LIMITED WARRANTY

MICHELIN® Self-Supporting Zero Pressure (ZP) tires are part of a very sophisticated system which is designed to provide a very simple benefit: Peace of Mind. With these tires, you can maneuver the vehicle up to 50 miles (80 kilometers) at 55 mph (90 kph), unless otherwise specified in your vehicle owner's manual, even though the tire has lost all air! That means time to exit from the highway and get to a place where the tire can be inspected, replaced, or possibly returned to service. The distance that can safely be travelled following an air loss incident will depend upon the conditions under which the vehicle is operating, the degree of air loss, the extent of the damage causing the air loss, the ambient temperature, the load, and the operating speed of the vehicle. The fewer miles you travel after an air loss incident, the greater the likelihood that the tire can be re-inflated (or, if punctured, repaired) and returned to service.

Michelin Tires with the Acoustic Logo

Michelin tires with the Acoustic logo are covered under this warranty. These tires are treated with acoustic foam, and have specific instructions for repair by tire professionals at Michelin authorized dealers.

Michelin Tires with the Self-Seal Logo

Michelin tires with the Self-Seal logo are covered under this warranty. These tires are designed to seal in the event of a puncture, and have specific instructions for repair by tire professionals at Michelin authorized dealers.

WHAT CONDITIONS AND EXCLUSIONS APPLY?

This warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience or consequential damage. Some states do not allow the exclusion or limitation of incidental or consequential damages, so these limitations or exclusions may not apply to you.

This warranty limits the length of all express and implied claims. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

Tires presented for claim remain the property of the consumer, and Michelin is not responsible for loss of or damage to tires which are in the custody or control of a Michelin tire retailer for the purpose of inspection for warranty claims. In the event of a disputed claim, the consumer must make the tire available for further inspection. Tires accepted for claim become the property of Michelin.

No Michelin representative, employee or retailer has the authority to make or imply any representation, promise or agreement, which in any way varies the terms of this warranty. These limited warranties apply only in the United States and Canada.

This warranty gives the user specific legal rights, and the user may also have other rights which vary from state to state.

HOW DO I DISPUTE ISSUES CONCERNING THIS WARRANTY?

ALL CLAIMS ARISING FROM THIS LIMITED WARRANTY OR THE MARKETING, SALE OR PERFORMANCE OF THE PURCHASED PRODUCT AGAINST MICHELIN NORTH AMERICA, INC. AND ITS AGENTS, EMPLOYEES, DEALERS, AFFILIATES, PARENT OR SISTER CORPORATIONS, RELATED CORPORATE ENTITIES, PREDECESSORS, SUCCESSORS OR ASSIGNS (HEREINAFTER COLLECTIVELY "MICHELIN") SHALL BE SUBJECT TO BINDING ARBITRATION. You and Michelin acknowledge your and its right to litigate claims, disputes and controversies arising out of or in connection with this limited warranty or the marketing, sale or performance of the purchased product in court, but prefer to resolve any such claims, disputes and controversies through arbitration and hereby waive the right to litigate such claims, disputes and controversies in court upon election of arbitration by either party. Therefore, you and Michelin agree that all claims, disputes, and controversies between you and Michelin arising out of or in connection with this limited warranty, or any other warranties, express or implied, including a failure of warranty, or any claims arising out of or in connection with the marketing, sale or performance of the purchased product, including but not limited to claims for consumer fraud or brought under any consumer protection statute, but excluding claims for personal injury or property damage, shall be finally resolved solely by arbitration, upon election by either party, according to the formal dispute resolution procedures then in effect of the National Arbitration Forum, or if the National Arbitration Forum is no longer conducting such arbitrations, a successor organization thereto or such other private arbitration service as you and Michelin shall mutually agree (the actual authority involved, the "Arbitral Body"). The Arbitral Body shall decide the issues submitted in accordance herewith, provided that all substantive questions of law will be determined under the laws of the State in which you purchased the product at issue. You agree that no claim subject to arbitration shall be arbitrated as a class action, or on a class-wide or representative basis, or on behalf of the general public, or on behalf of other persons that may be similarly situated. You agree that you do not have the right to act as a private attorney general, a class representative, or to participate as a member of a class of claimants with any claim subject to arbitration. You further agree that no claim subject to arbitration shall be heard by a jury and that any judgment or award of the Arbitral Body will be final and not subject to judicial review. All arbitrations will be conducted as document hearings. Each party shall bear its own costs arising from and associated with the document hearing with the exception of the arbitrator's fee which will be borne by all parties in equal shares. If either party requests any procedures beyond a document hearing, the requesting party will be responsible for all fees, including filing and administrative fees, above and beyond the fees required for document hearings. Any award of the arbitrator(s) may be entered as a judgment and shall be enforceable in any court of competent jurisdiction. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Information about arbitration may be obtained and claims may be filed at any office of the National Arbitration Forum or at P.O. Box 50191, Minneapolis, MN 55405.

TIRE SAFETY AND MAINTENANCE

THE IMPORTANCE OF MAINTAINING SAFE TIRES

The tire is the only contact between your vehicle and the road surface. Following the inspection and maintenance instructions in this owner's manual is critical to help ensure safe use and longer tire life. Visit the Safe Driving page at michelinman.com for more information about the important safety instructions and procedures in this owner's manual.

SAFETY MAINTENANCE INFORMATION

Read this Owner's Manual, the information on the sidewall of your tires, your vehicle owner's manual and the tire information placard that came on your vehicle, for essential safety and maintenance information.

While you should have complete confidence in your new MICHELIN® tires, it's important to register your tires so we can contact you about any new safety developments. For online tire registration, visit tireregistration.com.

TIRE FAILURE – SAFETY WARNING

Any tire may fail as a result of an improperly repaired puncture, impact damage, improper inflation, overloading, a crack, a bulge or other distortion, or other conditions resulting from use or misuse. Tire failures, such as a rapid air loss or a tread and belt detachment, may increase risk of injury, death, or property damage. To reduce the risk of a tire failure, you should thoroughly read and follow the instructions in this manual, your vehicle owner's manual, the tire information placard on the vehicle (located in the vehicle's door jamb, inside the fuel hatch, or on the glove compartment door), and tire sidewall information regarding safety warnings, proper tire use, and proper tire maintenance.

CONTROLLING A VEHICLE WHEN A TIRE FAILURE OCCURS

If a tire failure occurs, you may hear a loud noise, feel a vibration, or feel the vehicle pull toward the side of the failed tire. If that happens, DO NOT BRAKE OR ABRUPTLY TURN THE STEERING WHEEL. Instead, slowly remove your foot from the accelerator and hold the steering wheel firmly while steering to remain in your lane. Once the vehicle has slowed and is fully in your control, apply the brakes gently, safely pull over to the shoulder, and come to a stop in the safest location possible. Inspect all tires. If any tire looks flat or low, or shows detachment or any other damage, replace the wheel and tire with a properly inflated spare after first inspecting the spare for visible damage. Bumps, bulges, or cracks in any tire may indicate detachment within the tire body and require inspection by a qualified tire professional. If any tire, including the spare, has bumps, bulges, cracks, or other visible damage, do not resume driving with that tire. If you have no other option, you should drive as slowly and cautiously as possible until you can obtain towing or mechanical assistance. If the spare tire is not properly inflated, do not resume driving with that tire unless you have no other option, in which case you should drive only as slowly as is safely possible in the traffic conditions until you can both get the spare tire properly inflated and have it checked by a tire professional to ensure that it is safe to use.

PROPER INFLATION

DRIVING ON ANY TIRE THAT DOES NOT HAVE THE CORRECT INFLATION PRESSURE IS DANGEROUS

An underinflated tire builds up excessive heat that may result in sudden tire failure and an accident. If your tires are those that came as original equipment on your vehicle when it was new, refer to the tire information placard that came on your vehicle (located in the vehicle's door jamb, inside the fuel hatch, or on the glove compartment door), for the recommended operating pressures. For replacement tires, ask your Michelin tire retailer for the correct inflation pressure; if you do not, refer to the tire information placard that came on your vehicle (located in the vehicle's door jamb, inside the fuel hatch, or on the glove compartment door), for the recommended operating pressures. These inflation pressures must be maintained as a minimum. Never exceed the Maximum Pressure rating stated on the tire sidewall. Note that proper inflation pressures for rear tires may differ from proper inflation pressures for front tires. The Maximum Pressure rating on the tire is normally not equal to the placard pressure.

CHECK THE COLD INFLATION PRESSURE IN ALL YOUR TIRES, INCLUDING THE SPARE, AT LEAST ONCE EACH MONTH

Failure to maintain correct inflation may result in improper vehicle handling and may cause rapid and irregular tire wear, sudden tire failure, loss of vehicle control, and an accident. Therefore, inflation pressures should be checked at least once each month and before every long-distance trip. This applies to all tires, including sealant types and self-supporting tires, which are as susceptible to losing air pressure as any other type of tire if not properly maintained. Pressures should be checked before the tires have been driven on or after they have been allowed to cool down to the ambient air temperature. Driving for even a short distance causes tires to heat up and their air pressure to increase, and recommended tire pressures are for tires that have not been heated by recent driving on them.

UNDERINFLATION AND OVERINFLATION MUST BE CHECKED WITH A TIRE PRESSURE GAUGE

Tires must be checked monthly with a tire pressure gauge. It is impossible to determine whether tires are properly inflated by simply looking at them. It is almost impossible to feel or hear when a tire is being run underinflated or overinflated. Use an accurate tire pressure gauge to check tire pressure each month. Small and inexpensive tire pressure gauges are available. You should keep one in your vehicle's glove box or trunk and use it monthly and as otherwise needed.

SELF-SUPPORTING ZERO PRESSURE™ (ZP) TIRES AT LOW OR ZERO AIR PRESSURE

The handling characteristics of a vehicle with a deflated Self-Supporting Zero Pressure (ZP) tire (whether front or rear) are not the same as those of a vehicle with normally inflated tires. Avoid high speeds and hard cornering whenever a low-pressure warning is activated. Even a Self-Supporting Zero Pressure (ZP) tire can build up excessive heat when run underinflated for an extended period of time. The length of time and distance a Self-Supporting Zero Pressure (ZP) tire will perform at low or zero inflation will depend on the severity of the event causing air loss, the ambient temperature, the speed at which the tire is operated, and the conditions under which the tire is operated. In particular, hard braking, cornering, and other sharp maneuvers will greatly reduce the length of time the tire can perform at low or zero inflation. Continuous use of an underinflated tire may lead to sudden tire failure and an accident. If a tire at low or zero pressure begins to vibrate or cause difficulty in vehicle handling, replace it immediately with the temporary spare. If Self-Supporting Zero Pressure (ZP) tires are supplied as original equipment, refer to the vehicle owner's manual for complete details on the low tire pressure warning system designed to alert you in the event of a low pressure condition.

MICHELIN® SELF-SUPPORTING ZERO PRESSURE™ (ZP) TIRES MUST BE USED ONLY WITH AN OPERATIONAL, MICHELIN APPROVED, LOW TIRE PRESSURE WARNING SYSTEM. Otherwise, all provisions of the limited warranty are void. For a list of approved systems, see your Michelin tire retailer or call 1-800-847-3435. NOTE: Some MICHELIN Self-Supporting Zero Pressure (ZP) tires can only be mounted on special SH-M (Symmetric Hump - Modified) wheels. These tires bear the special SH-M designation, molded into the sidewall of the tire, next to the ZP designation. DO NOT MOUNT A TIRE WITH THE SH-M DESIGNATION ON THE SIDEWALL ON A STANDARD WHEEL. DOING SO VOIDS THIS LIMITED WARRANTY AND COULD CAUSE THE TIRE TO BECOME UNSERVICEABLE AT LOW OR ZERO PRESSURE, RESULTING IN SERIOUS PERSONAL INJURY OR DEATH. For a list of approved systems, see your participating Michelin® tire retailer, or call 1-800-847-3435. For all types of tires, consult your vehicle owner's manual or the tire information placard that came on your vehicle (located in the vehicle's door jamb, inside the fuel hatch, or on the glove compartment door) for recommended operating pressures. Recommended operating pressures will be provided by a Michelin tire retailer for self-supporting ZP tires. These inflation pressures must be maintained as a minimum. Never exceed the Maximum Pressure rating shown on the tire sidewall.

FOR SELF-SUPPORTING ZERO PRESSURE (ZP) TIRES, CHECK INFLATION PRESSURES AS SOON AS POSSIBLE FOLLOWING A LOW PRESSURE WARNING

Be certain to ensure that your vehicle's Tire Pressure Monitoring System (TPMS) is functioning and is correctly calibrated. Refer to your vehicle owner's manual or your vehicle dealer. Low pressure warning systems are designed to alert the driver to a low inflation situation in at least one tire on the vehicle. While your ZP tires are designed to provide continued mobility in the event of an air loss, the sooner you respond to a warning and take corrective action, the greater the likelihood that the tire can be returned to service. Always visually inspect your Self-Supporting

tires and use a pressure gauge to check the inflation in all 4 tires following any low pressure warning (unless advised to do otherwise by the manufacturer of your low pressure warning system). If the tire pressure is at or below 18 PSI, proceed to the Michelin tire retailer for ZP tires (or a representative of your vehicle manufacturer if advised to do so in your vehicle owner's manual) and have the tire demounted and thoroughly inspected for possible internal damage. If you are unable to see any damage to the tire, and the tire pressure is more than 18 PSI, reinflate your tire to the proper inflation. When tires have cooled, check inflation again. If any tire has lost more than 5 PSI from the previous pressure check, have the tire inspected at once by a Michelin tire retailer (or representative of your vehicle manufacturer if your vehicle owner's manual so advises.) Failure to do so may cause irreparable damage to the tire and result in sudden tire failure and an accident.

TIRE PRESSURE MONITORING SYSTEMS (TPMS):

Your vehicle is likely equipped with a Tire Pressure Monitoring System (TPMS) that is designed to monitor the pressure of tires mounted on your vehicle and sends a signal to the driver if a tire pressure falls below a predetermined level. A TPMS should not replace monthly manual pressure checks for all four tires and the spare. You should manually monitor and check tire pressure inflation with a pressure gauge. Your tires should have the recommended pressure listed by your vehicle's manufacturer. This information can be found in the vehicle owner's manual and is on a placard located in the vehicle's door jamb, inside the fuel hatch, or on the glove compartment door. If you have plus-size tires that require a higher inflation pressure, your tire pressure monitoring system will require re-calibration to the new proper inflation pressure. Refer to your tire dealer/installer of plus-size tires for proper inflation pressure. You should check air pressure in all your tires, including the spare, once each month and before every long trip. Regardless whether your spare is a full-size spare or a mini-spare, make sure that it is properly inflated. If the TPMS generates improper monitoring or signals, you should consult your vehicle owner's manual and follow up with your vehicle's manufacturer.

TIRE SPINNING

Do not spin wheels at more than 35 mph (55 km/hr) as indicated on your vehicle's speedometer. Excessive speed in a free-running, unloaded tire can cause it to "explode" from centrifugal force. The energy released by such an explosion may cause serious physical injury or death. Never allow anyone to stand near or behind a spinning tire. When in mud, sand, snow, ice, or another slippery condition, do not engage in excessive wheel spin. Accelerating the motor excessively, particularly with automatic transmission vehicles, may cause a drive tire that has lost traction to spin beyond its speed-enduring capability. This is also true when balancing a drive tire/wheel assembly on the vehicle using the vehicle engine to spin the tire/wheel assembly.

HIGH SPEED DRIVING IS DANGEROUS

Correct inflation pressure is especially important. However, at high speeds, even with the correct inflation pressure, a road hazard is more difficult to avoid, and if tire contact is made with it, there is a greater chance of causing tire damage than at a lower speed. Moreover, driving at high speed reduces the reaction time available to avoid accidents and bring your vehicle to a safe stop.

WARNING

DO NOT DRIVE AT SPEEDS FASTER THAN THE SPEED RATINGS FOR YOUR TIRES.
NEVER EXCEED LEGAL SPEED LIMITS OR SPEEDS REASONABLE FOR THE DRIVING CONDITIONS.

Exceeding the maximum speeds shown on this page for each type of MICHELIN® tire will cause the tire to build up excessive heat, which can cause tire damage that could result in sudden tire failure and rapid air loss. Failure to control a vehicle when one or more tires experience a rapid air loss can lead to an accident.

In any case, you should not exceed reasonable speeds as indicated by the legal limits and driving conditions.

SPEED RATING SYSTEM

The speed rating of a tire indicates the speed category (or range of speeds) at which the tire can carry a load under specified service conditions. The speed rating system used today was developed in Europe in response to the need to categorize tires into standardized speeds. A letter from A to Z symbolizes a tire's certified speed rating, ranging from 5 km/hr (3 mph) to above 300 km/hr (186 mph). This rating system (see chart on this page) describes the top speed for which a tire is certified.

Speed Symbol		Speed (km/hr)	Speed (mph)
L		120	75
M		130	81
N		140	87
P		150	94
Q		160	100
R		170	106
S		180	112
T		190	118
U		200	124
H		210	130
V		240	149
W	ZR	270	168
Y		300	186
(Y)		Above 300	Above 186 (consult tire manufacturer)

When this speed rating system was originally developed, the Unlimited V category of over 210 km/hr (130 mph) was the top speed rating a tire could achieve. As manufacturers made more tires that fit into this category, it was necessary to better regulate performance at standardized speeds to help ensure safety. The Limited V category of 240 km/hr (149 mph) was then created, and the Z or (Y) speed rating was added as the top speed rating that a tire could achieve. W and Y limited speed symbols have been added as higher speed categories.

Always consult the tire manufacturer for the maximum speed of Unlimited Z or (Y) tires. Speed rating is identified as a part of the tire's sizing or service description. Exceeding the lawful speed limit is neither recommended nor endorsed.

In the latest attempt to standardize tire designations, all ratings except Unlimited Z incorporate the speed symbol and load index as the tire's service description.

For Example:

205/60R15 91V		
205	=	Section Width in Millimeters
60	=	Aspect Ratio
R	=	Radial Construction
15	=	Rim Diameter in Inches
91V	=	Service Description (Load Index and Speed Rating)

"Z" Rated Tires

When "Z" appears in the size description with the service description, the maximum speed is indicated by the service description.

Examples:

Tire Designation	Maximum Speed
P275/40ZR17	Above 240 km/hr (149 mph)*
P275/40R17 93Y	300 km/hr (186 mph)
P275/40ZR17 93Y	300 km/hr (186 mph)
P275/40ZR17 (93Y)	Above 300 km/hr (186 mph)*

*Consult Tire Manufacturer

For tires having a maximum speed capability above 240 km/hr (149 mph), a "Z" may appear in the size designation.

For tires having a maximum speed capability above 300 km/hr (186 mph), a "Z" must appear in the size designation and the service description must include Y in parenthesis. Example: 275/40ZR18 (99Y). Consult the tire manufacturer for maximum speed when there is no service description.

Consult your Michelin tire retailer for maximum speed capabilities. Although a tire may be speed-rated, no vehicle should be operated in an unsafe or unlawful manner. Speed ratings are based on laboratory tests that relate to performance on the road, but are not applicable if tires are underinflated, overloaded, worn

out, damaged, altered, improperly repaired, or retreaded. Furthermore, a tire's speed rating does not imply that vehicles can be safely driven at the maximum speed for which the tire is rated, particularly under adverse road and weather conditions or if the vehicle has unusual characteristics. Michelin highway passenger tires that do not have a speed symbol on the sidewall have a maximum speed rating of 105 mph (170 kph). Light truck highway tires that do not have a speed symbol on the sidewall of the tire have a maximum speed rating of 87 mph (140 kph). Michelin winter tires that do not have a speed symbol on the sidewall or tires with Q symbols have a speed rating of 100 mph (160 km/hr). Winter tires with a speed symbol have a maximum speed rating in accordance with the symbol. The speed and other ratings of retreaded tires are assigned by the retreader and replace the original manufacturer's ratings. IMPORTANT: The replacement tire speed rating should be equal to or higher than the OEM tire speed rating. If a lower speed rated tire is selected, then the vehicle top speed becomes limited to that of the lower speed rating selected. The customer must be informed of the new speed restriction and that the vehicle's handling may be adversely impacted. REMEMBER…High speed driving can be dangerous and may damage your tires. AND…When driving at highway speeds, correct inflation pressure is especially important.

INSPECT YOUR TIRES, AND DO NOT DRIVE ON A DAMAGED TIRE OR WHEEL

Road hazards and objects in the road, such as potholes, curbs, glass, metal, rocks, wood, and debris, can damage a tire and should be safely avoided. If your vehicle hits any such hazard or object, however, you should promptly inspect your tires. If you see any damage to any tire or wheel, replace it with a properly inflated spare at once and have your tires, including the spare, inspected by a tire professional.

A tire that hits a road hazard or object can be damaged but not have any visible sign of damage on its surface. A tire damaged by an impact can suddenly fail a day, a week, or even months later. You may not recall having hit an object or a road hazard and may not see any tire damage, but such an event may have damaged one or more of your tires. Air loss, unusual tire wear, localized wear, or vibrations can also be signs of internal tire damage and, accordingly, should be addressed as promptly as are instances of visible tire damage.

If you suspect any damage to your tire or wheel from an impact with a curb, pothole, debris on the road, or any other road hazard or object, or if you feel or hear any unusual vibration, replace the tire and wheel with a properly inflated spare at once and immediately visit a qualified tire professional.

INSPECTION

If you see any damage to a tire or wheel, replace it with a properly inflated spare at once and visit a Michelin tire retailer.

Inspect your tires at least once per month, and immediately after contacting any road hazard or object, such as a curb, a pothole, or debris. When inspecting your tires, including the spare, check the inflation as instructed above. If the pressure check indicates that one of your tires has lost pressure of two pounds or more, look for signs of penetration, valve leakage, or wheel damage that may account for the air loss.

If you have Michelin SelfSeal tires and observe an object penetrating the tread surface, have the object removed by a trained tire technician at an authorized Michelin dealer who can then inspect the tire for potential damage.

Always look for bulges, cracks, cuts, penetrations, and abnormal tire wear, particularly on the edges of the tire tread. Any of these may be caused by misalignment, contact with road hazards or objects, or improper inflation. If any such damage is found, the tire must be inspected by your Michelin tire retailer at once. Use of a damaged tire could result in tire failure and an accident.

All tires will wear out faster when subjected to high speeds, hard cornering, rapid starts, sudden stops, frequent driving on roads that are in poor condition, or off-road use. Roads with holes, rocks, or other objects can damage tires and cause misalignment of your vehicle. When driving on such roads, drive carefully and slowly, and before driving again at normal or highway speeds, examine your tires for any damage, such as cuts, bumps, bulges, penetrations, or unusual wear patterns.

TREAD WEAR BARS INDICATE THE LIMIT OF TREAD LIFE

MICHELIN® tires contain "Wear-Bars" in the tire tread grooves at 2/32nds of an inch (1.6mm). When the tread remaining matches the height of the Wear Bars, your tires must be replaced to ensure tire safety. Tires worn beyond this stage are extremely dangerous. For more information on checking tread depth, visit Safe Driving at michelinman.com and read the illustrated how-to information on tire inspection.

LOADING

The maximum load rating of your tires is molded on the tire sidewall. Do not exceed this rating. Follow the loading instructions of the manufacturer of your vehicle to ensure that your tires are not overloaded.

Tires loaded beyond their maximum allowable loads for the particular application will build up excessive heat that may result in sudden tire failure and an accident. Do not exceed the gross axle weight rating for any axle on your vehicle.

TRAILER TOWING

If you anticipate towing a trailer, you should visit your Michelin tire retailer for advice about the correct tire size and pressures. Tire size and pressures will depend on the type and size of trailer and hitch utilized, but in no case must the maximum cold inflation pressure or tire load rating be exceeded. Check the tire information placard that came on your vehicle, (located in the vehicle's door jamb, inside the fuel hatch, or on the glove compartment door) and the owner's manual supplied by the manufacturer of your vehicle for further recommendations on trailer towing.

Self-Supporting Zero Pressure (ZP) Tires and Trailer Towing

Operation of ZP tires at low or zero air pressure with a trailer in tow is dangerous and should be avoided. If the low pressure warning indicator is activated when a trailer is in tow, stop, disconnect the trailer, and do not continue to tow the trailer until the tire has been properly repaired and re-inflated to the proper inflation. If the tire cannot be properly repaired, it must be replaced with a new full-size, matching ZP tire, and inflated to the proper inflation, before the trailer can be safely towed again.

WHEEL ALIGNMENT AND BALANCING ARE IMPORTANT FOR SAFETY AND MAXIMUM MILEAGE FROM YOUR TIRES.

WARNING DO NOT DRIVE ON UNEVENLY WORN, OUT OF ALIGNMENT, OR UNBALANCED TIRES.

CHECK HOW YOUR TIRES ARE WEARING AT LEAST ONCE EACH MONTH

If your tires are wearing unevenly, such as the inside shoulder of the tire wearing faster than the rest of the tread, or if you detect excessive vibration, your vehicle may be out of alignment or balance. These conditions not only shorten the life of your tires but adversely affect the handling characteristics of your vehicle, which could be dangerous. If you detect irregular wear or vibration, have your alignment and balance checked immediately. Tires which have been run underinflated will show more wear on the shoulders than in the center of the tread. Read and follow the instructions on tire rotation and replacement below.

TIRE MIXING

WARNING DO NOT DRIVE ON IMPROPERLY MIXED TIRES.

MICHELIN® tires are radial tires. For best, safe performance, the same size and type of tire should be used on all four wheel positions, and the full size spare should be the same size and type. Before mixing tires of different types in any configuration on any vehicle, be sure to check the vehicle manufacturer's owner's manual for its recommendations. It is especially important to check the vehicle manufacturer's owner's manual when mixing, matching, or replacing tires on 4-wheel drive vehicles, as this may require special precautions.

SELF-SUPPORTING ZERO PRESSURE™ (ZP) TIRES SHOULD NOT BE MIXED WITH NON-ZP TIRES OTHER THAN THE TEMPORARY USE OF THE PROPERLY INFLATED SPARE IF THE VEHICLE IS SO EQUIPPED.

WINTER DRIVING

Tires that meet the US Tire Manufacturers Association (USTMA) definition of snow tires are marked M/S, M+S, or M&S. On such tires, normally referred to as "All-Season" tires, the "M+S" designation is molded into the sidewall. Tires without this notation are not recommended for winter driving in regions that experience winter conditions.

Although All-Season tires are designed to provide reliable performance in some winter conditions, the use of four winter tires is recommended for optimal performance. Tires designated for use in severe winter conditions are marked on at least one sidewall with the letters "M" and "S" plus a pictograph of a mountain with a snowflake on it. If such a tire needs to be temporarily replaced with a tire not so marked, you should immediately drive at a safe speed to a Michelin dealer to have the spare returned to the trunk and replaced on your vehicle by another tire with the letters "M" and "S" and the related pictograph.

TIRE ROTATION AND REPLACEMENT

To obtain maximum tread life, you must rotate your tires. You should rotate your tires every 6,000 to 8,000 miles (10,000 to 12,000 km) or as specified by your vehicle manufacturer, whichever occurs more frequently. Check your vehicle owner's manual for any recommendations by your vehicle manufacturer. Monthly inspection for tire wear is recommended. Your tires should be rotated at the first sign of irregular wear, even if it occurs before 6,000 miles (10,000 km). This is true for all vehicles. When rotating tires with a directional tread pattern, observe the arrows molded on the sidewall that show the direction in which the tire should rotate.

Care must be taken to maintain the proper rotation direction. Some Tire Pressure Monitoring Systems (TPMS) may not recognize that a tire has been moved to a different position on your vehicle. Make certain that your TPMS system is reset, if necessary, so as to correctly identify the location of each tire on your vehicle.

Refer to your vehicle owner's manual or your vehicle dealer for this information. Determine whether rotated tires require tire inflation adjustment, because front and rear position tire pressure may vary according to the vehicle manufacturer's specification due to the actual load on that wheel position. Some vehicles may have tires of different size mounted on the front versus the rear axles, and these different tires have rotation restrictions. Always check the vehicle owner's manual for the proper rotation recommendations.

Full-Size Spare

Full-size spare tires (not temporary spares) of the same size and construction should be used in a five-tire rotation and should be inspected by a tire professional during routine tire inspection. Always have spare tires inspected before installation. Tires are composed of various types of rubber compounds and other materials having performance properties essential to the proper functioning of the tire. These component properties change over time. Always check the inflation pressure of the full-size spare and look for any indication of cracking or other damage immediately before incorporating the spare into rotation. If you see any damage, or if the tire is underinflated, do not resume driving with that tire unless you have no other option, in which case you should drive only as slowly as is safely possible in the traffic conditions until you can both get the spare tire properly inflated and have it checked by a tire professional to ensure that it is safe to use. Follow the vehicle manufacturer's recommended pattern for rotation. If such a recommendation is unavailable, see a qualified tire professional.

Replacement of Two Tires

All four tires should be replaced at the same time. However, if only two tires are replaced, the new ones should be put on the rear. Deeper tread tires on the rear axle provide better handling, wet grip and evacuate water, thereby helping to avoid oversteer and loss of vehicle stability on wet surfaces. Deeper tread tires on the front axle can improve wet straight line braking and stopping distance. If only two tires are being replaced, Michelin generally recommends they be installed on the rear axle in the absence of a tire service professional's recommendation or consumer's preference to the contrary.

CUSTOMIZATION OF TIRES, WHEELS, OR SUSPENSION ON SUVS AND LIGHT TRUCKS

Due to their size, weight and higher center of gravity, vehicles such as SUVs and light trucks do not have the same handling characteristics as automobiles. Because of these different characteristics, failure to operate your SUV or truck in a proper and safe manner can increase the likelihood of vehicle rollover. Modifications to your SUV or truck tire size, tire type, wheels or suspension can change your vehicle's handling characteristics and further increase the likelihood of vehicle rollover. Whether your SUV or truck has the original equipment configuration for tires, wheels and suspension or whether any of these items have been modified, always drive safely, avoid sudden, sharp turns or lane changes and obey all traffic laws. Failure to do so may result in loss of vehicle control leading to an accident and serious injury or death.

TIRE ALTERATIONS

Do not make or allow to be made any alterations on your tires. Alterations may prevent proper performance, leading to tire damage that can result in an accident. Tires that become unserviceable due to alterations such as truing, whitewall inlays, addition of balancing or sealant liquids, or the use of tire dressing containing petroleum distillates, are excluded from warranty coverage.

TIRE REPAIRS

WHENEVER A REPAIR IS NEEDED, IMMEDIATELY SEE YOUR MICHELIN® TIRE RETAILER OR, IF ONE IS NOT READILY AVAILABLE, ANOTHER QUALIFIED TIRE PROFESSIONAL

If any MICHELIN® tire sustains a puncture, have the tire demounted and thoroughly inspected by a qualified tire professional for possible damage that may have occurred. A tread area puncture in any MICHELIN® passenger or light truck tire can be repaired if the puncture hole is not more than 1/4" in diameter, not more than one radial cable per casing ply is damaged, and the tire has not been damaged further by the puncturing object or by running underinflated. Tire punctures consistent with these guidelines can be repaired by following the US Tire Manufacturers Association (USTMA) recommended repair procedures.

Repairs of all tires must be of the combined-plug-and-inside-patch type. Your MICHELIN tires must be removed from the wheel for inspection prior to repair. Plug-type repairs made on a tire that remains mounted on a wheel are improper and can result in an accident. A tire should be removed from the rim and inspected prior to repair. Any tire repair done without removing the tire from the rim is improper and can result in an accident. An improperly repaired tire may cause further damage to the tire by either leaking air or allowing air, moisture, and contaminants to enter the structure of the tire. An improperly repaired tire can fail suddenly at a later date and result in an accident. Never repair a tire with less than 2/32nds of an inch of tread remaining. At this tread depth, the tire is worn out and must be replaced.

STORAGE

Tires contain materials to protect their outer surfaces from ozone and weather checking. As the tire rolls and flexes, those materials continually migrate to the surface, replenishing this protection throughout the normal use of the tire. Consequently, when tires sit outdoors, unused for long periods of time (a month or more), their surfaces become dry and more susceptible to ozone and weather checking, and the casing becomes susceptible to flat spotting. For this

reason, tires should always be stored in a cool, dry, clean, indoor environment. If storage is for one month or more, eliminate the weight from the tires by raising the vehicle or by removing the tires from the vehicle. Failure to store tires in accordance with these instructions could result in damage to your tires or premature aging of the tires and sudden tire failure. When tires are stored, be sure they are placed away from sources of heat and ozone such as hot pipes and electric generators. Be sure that surfaces on which tires are stored are clean and free from grease, gasoline or other substances which could deteriorate the rubber. Tires exposed to these materials during storage or driving could be subject to sudden failure.

One reason why your spare tire should be included in the tire rotation schedule is that temperatures in a vehicle's closed trunk, especially in sunny geographical areas, can become high enough so that, over a sustained period, they can cause small cracks or other changes to the properties of a tire stored in the trunk. An accumulation of such changes can weaken the tire and, especially if the tire is not kept properly inflated, make it unsafe to use when it is needed.

PROPER TIRE MOUNTING

Tire mounting can be dangerous and must be done by professionally trained persons using proper tools and procedures as specified by the US Tire Manufacturers Association (USTMA).

Your tires should be mounted on wheels that are the correct size and type and are in good, clean condition. Wheels that are bent, chipped, rusted (steel wheels) or corroded (alloy wheels) may cause tire damage. The inside of the tire must be free from foreign material. Have your tire retailer check the wheels before mounting new tires. Mismatched tires and rims can explode during mounting. Also, mismatched tires and rims can result in dangerous tire failure on the road. If a tire is mounted by error on the wrong-sized rim, do not remount it on the proper rim – scrap it. It may have been damaged internally (which is not externally visible) by having been dangerously stretched and could fail on the highway, resulting in an accident.

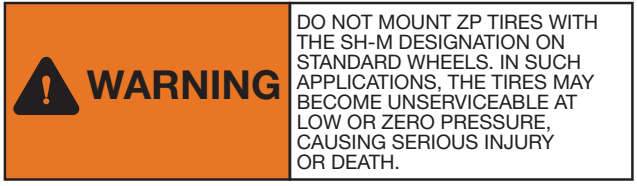
Old valves may leak. When new tubeless tires are mounted, have new valves of the correct type installed. Tubeless tires must be mounted only on wheels designed for tubeless tires, i.e., wheels that have safety humps or ledges. Always utilize valve caps capable of containing the tire's inflation, should the valve core leak. The valve cap is the primary seal against air loss. Each tire and wheel assembly should be balanced to ensure proper tire and vehicle performance and to maintain tire warranty coverage. Tires and wheel assemblies that are not balanced may cause steering difficulties, a bumpy ride, and irregular tire wear.

SPECIAL MOUNTING INSTRUCTIONS FOR SELF-SUPPORTING ZERO PRESSURE™ (ZP) TIRES

ZP tires can be more difficult to mount than conventional tires. They should be mounted and demounted only by a properly trained tire professional. ZP tires can generate a tremendous amount of heat when run at low or zero pressure. ALWAYS ALLOW A ZP TIRE TO COOL BEFORE ATTEMPTING TO HANDLE IT. FAILURE TO DO SO COULD RESULT IN INJURY OR DEATH. Michelin® ZP tires are tubeless tires designed to operate in emergency conditions at low or zero air inflation.

MICHELIN® SELF SUPPORTING ZERO PRESSURE™ (ZP) TIRES AND SPECIAL SH-M (SYMMETRIC HUMP-MODIFIED) WHEELS

Some MICHELIN® ZP tires can perform with zero pressure capability only when mounted on special SH-M wheels. These tires bear the SH-M designation immediately following the ZP designation on the sidewall of the tire.



TEMPORARY TYPE SPARE TIRES

When using any temporary type spare tire, be sure to follow the vehicle manufacturer's instructions.

READING THE DOT

DOT XXXX XXXX XXX (prior to August 2000)
DOT XXXX XXXX XXX ◀ (1990-1999)
DOT XXXX XXXX XXXX (after July 2000 to 2025)
DOT XXXXX XXXX XXXX (transition to 13 digits beginning 2018; in effect for all plants by 2025)

THE DOT

The "DOT" symbol certifies tire manufacturer's compliance with U.S. Department of Transportation tire safety standards. Next to the symbol is the tire identification or "serial number." The first two characters identify the plant where the tire was manufactured. The next two characters reflect the tire size. The following one to four digits may be used at the tire manufacturer's option as a descriptive code. The last three characters are numbers identifying the week and year of manufacture. (Example: "O25" means second week of the year of decade, e.g.: 1995, 1985, etc.) For the 1990-1999 decade MICHELIN® brand tires are marked with a triangle pointing to the last three numeric characters. Tires produced after July 2000 have an additional digit to identify a given decade. For example, 2800

means the tire was produced during the 28th week of 2000; 0201 during the 2nd week of 2001. If the last digits of your DOT number contain three numeric characters and are not marked with a triangle, consult a qualified tire professional to determine the year of manufacture.

SERVICE LIFE FOR PASSENGER CAR AND LIGHT TRUCK TIRES INCLUDING SPARE TIRES

Tires are composed of various types of material and rubber compounds having performance properties essential to the proper functioning of the tire itself. These component properties evolve over time. For each tire, this evolution depends upon many factors such as weather, storage conditions, and conditions of use (load, speed, inflation pressure, maintenance etc.) to which the tire is subjected throughout its life. This service-related evolution varies widely so that accurately predicting the serviceable life of any specific tire in advance is not possible. That is why, in addition to regular inspections and inflation pressure maintenance by consumers, it is recommended that passenger car and light truck tires, including spare tires be inspected regularly by a qualified tire specialist, such as a Michelin tire retailer, who will assess the tire's suitability for continued service. Tires which have been in use for 5 years or more should continue to be inspected by a specialist at least annually. Consumers are strongly encouraged to be aware not only of their tires' visual condition and inflation pressure but also of any change in dynamic performance such as increased air loss, noise or vibration, which could be an indication that the tires need to be removed from service to prevent tire failure. It is impossible to predict when tires should be replaced based on their calendar age alone. However, the older a tire, the greater the chance that it will need to be replaced due to the service-related evolution or other conditions found upon inspection or detected during use. While most tires will need replacement before they achieve 10 years, it is recommended that any tires in service 10 years or more from the date of manufacture, including spare tires, be replaced with new tires as a precaution even if such tires appear serviceable and even if they have not reached the legal wear limit. For tires that were on an original equipment vehicle (i.e., acquired by the consumer on a new vehicle), follow the vehicle manufacturer's tire replacement recommendations, when specified (but not to exceed 10 years). The date when a tire was manufactured is located on the sidewall of each tire. Consumers should locate the Department of Transportation or "DOT" code on the tire. The code begins with "DOT" and ends with the week and year of manufacture. For example, a DOT code ending with "2214" indicates a tire made in the 22nd week of 2014.

REMEMBER . . . TO AVOID DAMAGE TO YOUR TIRES AND A POSSIBLE ACCIDENT:

- *INSPECT TIRES AT LEAST MONTHLY, AND IMMEDIATELY AFTER STRIKING ANY ROAD HAZARD.*
- *CHECK TIRE PRESSURE AT LEAST ONCE EACH MONTH WHEN TIRES ARE COLD AND BEFORE EVERY LONG TRIP.*
- *NEVER UNDERINFLATE OR OVERINFLATE A TIRE.*
- *NEVER OVERLOAD YOUR VEHICLE AND TIRES.*
- *ALWAYS OBEY LEGAL SPEED LIMITS AND DRIVE AT A SPEED THAT IS REASONABLE UNDER THE ROAD AND WEATHER CONDITIONS.*
- *AVOID DRIVING OVER POTHOLES, OBSTACLES, CURBS OR EDGES OF PAVEMENT.*
- *AVOID EXCESSIVE WHEEL SPINNING.*
- *IF YOU SEE ANY DAMAGE TO A TIRE, REPLACE THE TIRE WITH A PROPERLY INFLATED SPARE AND VISIT A QUALIFIED TIRE PROFESSIONAL AT ONCE.*
- *KEEP TIRES AND WHEELS PROPERLY ALIGNED, BALANCED, AND ROTATED.*
- *HAVE MOUNTING AND REPAIRS DONE BY A TIRE PROFESSIONAL.*
- *IF YOU HAVE ANY QUESTIONS, CONTACT YOUR MICHELIN TIRE RETAILER.*

FAILURE TO FOLLOW ANY OF THE RECOMMENDED PRECAUTIONS CONTAINED IN THIS OWNER'S MANUAL CAN LEAD TO ERRATIC VEHICLE BEHAVIOR OR TIRE DAMAGE, POSSIBLY RESULTING IN AN ACCIDENT.

If you see or suspect any damage to your tires or wheels, contact your local Michelin tire retailer, or visit our web site listed below for dealer locations. If further assistance is required, contact:

IN THE USA 1-800-847-3435

or write:

Michelin North America, Inc.
Attention: Consumer Care Department
Post Office Box 19001
Greenville, SC 29602-9001

or visit:

michelinman.com

IN CANADA 1-888-871-4444

or write:

Michelin North America (Canada) Inc.
2500 Daniel Johnson, Suite 500
Laval, Quebec
H7T 2P6

or visit:

michelin.ca

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MOUNTING AND ROTATION SERVICE RECORD

Installed Mileage _____

DATE OF ROTATION	ODOMETER READING	RETAILER'S NAME AND ADDRESS	RETAILER SIGNATURE	PSI (check)

ORIGINAL OWNER/TIRE INSTALLATION INFORMATION

To be completed at time of purchase

Date of Purchase: _____

Customer Information:

Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Phone No.: _____

Vehicle Information:

Year: _____

Make/Model: _____

Vehicle odometer reading when tires installed:

_____

Tire Size/Design: _____

Recommended Tire Pressure Front: _____ PSI

Recommended Tire Pressure Rear: _____ PSI

DOT No: _____ Tire #1:

_____ Tire #2:

_____ Tire #3:

_____ Tire #4:

TIRE REMOVAL INFORMATION

Odometer reading when tires removed:	Date Removed:	Retailer Name:	Retailer Signature:
_____	_____	_____	_____

TRAILER MASTER

LIMITED WARRANTY

Line Items # 14.14-14.15, 14.19-14.20

STANDARD COVERAGE

If your TRAILER MASTER tire becomes unserviceable as a result of an eligible adjustable condition during the first 10% of tread life, the owner will be compensated 100% of the value of the tire. After that amount, TRAILER MASTER will offer a prorated mileage credit, down to 25% remaining tread depth, towards purchasing a comparable TRAILER MASTER brand tire. The owner must pay for mounting, balancing, and any other additional charges, such as taxes and freight. TRAILER MASTER shall not be responsible for any other fees incurred as a part of any exchange, labor, or additional costs resulting from this guarantee. TRAILER MASTER shall not be responsible for any damage or other issues caused by the improper installation (including any of the exclusions below), balancing, or selection of tire—including the selection of size, specification, type, or use of such tire (including those obligations under the “Owner’s Obligations section below”) that the manufacturer of your vehicle, trailer, travel trailer, or RV trailer does not recommend. All terms and conditions of this guarantee are limited to the terms and conditions contained in this guarantee.

TRAILER MASTER includes the Standard Coverage and the additional coverages listed below.

4-YEAR MANUFACTURER WARRANTY

The 4-Year Manufacturer Warranty is a non-prorated replacement for any manufacturing defects in material and workmanship under normal and intended use. Non-intended uses include racing, off-road use, or competition use. If a manufacturing defect in material or workmanship occurs, the tire will be replaced at no charge, on a non-prorated basis to the consumer.

CONDITIONS AND EXCLUSIONS

TRAILER MASTER warranties are limited to the original purchaser and the original vehicle on which they are installed, and such warranties and guarantees are not assignable to subsequent purchasers or vehicles. All warranties and guarantees by TRAILER MASTER are only applicable in the United States and Canada. This warranty does not cover any tires used or equipped on a vehicle registered or operated outside the United States and Canada.

The Limited Warranty does NOT cover the following:

- Tire branded or marked “blem,” “Non-Adjustable (N/A),” or previously adjusted.
- Failure, damage, or irregular wear due to:
  - Road hazards (i.e., punctures, cuts, snags, bruises, impact breaks, etc.), wreck or collision;
  - Fire, accident, or vandalism;
  - Mechanical condition of the vehicle, including misalignment, wheel imbalance, faulty shocks or brakes;
  - Misapplication of tire or use of improper inner tube;
  - Alteration of the tire or addition of foreign material.
  - Use of tire chains, tire spinning, racing, off-road use, or other competitive activities.
  - Costs of mounting and balancing service.
  - Costs related to tire pressure monitoring systems.

Costs related to shipping and transportation of the tire.

Loss of time or use, inconvenience, or any incidental or consequential damages.

Improper use or operation including, but not limited to: improper tire and vehicle maintenance, running flat or run with severe underinflation, misuse, abuse, accident fire or chemical corrosion, underinflation, overinflation, overloading, over deflection, or failure to follow recommended rotation practices.

Improper installation, improper mounting or dismounting, misapplication, improper repairs, wheel misalignment, or imbalance in the tire/wheel assembly.

Tire size, load, and speed rating do not match the tire specifications outlined in your vehicle owner's manual.

Tires with the Department of Transportation (DOT) number removed or rendered illegible; tires must bear the DOT prescribed tire identification numbers.

Ride complaints after the first 1/32nd of tread wear or due to damaged wheels or any vehicle condition.

TRAILER MASTER does not warrant any work performed by the dealer, including, but not limited to their selection, fitment, mounting and balancing, inspection, or repair of any tire.

INELIGIBLE TIRES

Tires are not eligible for warranty if:

The subject tire or tires are not presented and available for inspection at an authorized dealer.

The subject tire or tires are worn beyond the tread wear bar indicators (less than 2/32nd of remaining tread).

Uniformity issues after the first 1/32nd of tread wear.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights; you may also have other rights, which vary from state to state.

TRAILER MASTER disclaims all other warranties, express or implied, including the implied warranty of merchantability, the implied warranty of fitness for a particular purpose and liability for incidental and consequential damages (i.e., loss of time, loss of use of vehicle, road services, towing charges, inconveniences, etc.).

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions may not apply to you.

NO ONE (including a TRAILER MASTER employee, representative, or dealer) has the authority to vary the terms of this Limited Warranty. *

OWNER'S OBLIGATION

When making a claim, you must return the tire to be replaced to your TRAILER MASTER tire dealer and sign the customer signature section of the TRAILER MASTER Tires Claim Form.

Proper vehicle and tire care are necessary to obtain the expected wear from a tire. Therefore, it is your obligation to properly maintain your tires and the vehicle upon which they are mounted, including:

1. Operating your tires at the inflation pressures recommended by the tire and vehicle manufacturer.
2. Keeping your tire and wheel assemblies in balance.
3. Proper wheel alignment.
4. Maintaining steering and suspension components to be within manufacturer specifications.

We recommend that you have your TRAILER MASTER tire dealer inspect your tires any time you notice irregular or uneven tread wear and rotate them, if necessary.

Failure to follow any of the above-mentioned Owner Obligations may be considered a breach of the warranty agreement and result in the termination of the warranty agreement. Furthermore, TRAILER MASTER reserves the right to review each warranty claim and deny the warranty application based on failing to follow any of the above-mentioned Owner Obligations.

* TRAILER MASTER reserves the right to change the terms and conditions of all warranties at any time.

CLAIMS PROCESS

To make a claim under this Limited Warranty, you must:

1. Present the subject tires, the original copy of this Limited Warranty and the original sales invoice to an authorized TRAILER MASTER tire dealer.
2. Complete and sign the TRAILER MASTER Limited Warranty Claim form provided by the dealer, keep a copy for your records, and leave the tire with the dealer.
3. If you purchased the tire from an Internet or mail-order merchant, you would need to submit your claim, together with the dismounted tire, to that merchant. You are responsible for all the costs of dismounting and shipping. Your claim will be administered in accordance with the Limited Warranty that was in effect when you purchased the tires.

FORMS

Limited Warranty

Limited Warranty Claim Form

CONTACT INFORMATION

TRAILER MASTER
5118 Park Avenue, Suite 601
Memphis, TN 38117

※ Every effort has been made to verify the accuracy of the listed specifications. Transamerica Tire cannot be held responsible for any discrepancies,and as such the information should be considered as approximate.

Product Specifications

ITEM # 11.1

FIRESTONE FS821

Available 137 Items

FS821 11R22.5 TLBLSTHK16

Article #: 3159

My Part #:

Base Price: $846.50 USD

FET: $29.39 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 3159

Size: 11R22.5

Speed Rating: K

Aspect Ratio:

TRA: 000

Single Load Index: H

Tread Depth: 24

Construction: Radial

Dual Load Index:

Position: Steer

Class: 000

PLY Rating: 16

Run Flat: STA

S/W: BLACKWALL

Tireweb Specs LIBRARY

ITEM # 11.2

Share via Email

FIRESTONE - 315/80R22.5 L FS860

Firestone

Commercial Truck/Bus. Winter/All-Season Medium-Duty Truck All-Position Radial tire Engineered Specifically for Refuse, High-Scrub and Short Haul Applications.

Enlarge Image

Features

- Special compound
- Wider belt package and reinforced bead
- Aggressive tread blocks
- Stone rejection platform
- Angled grooves
- Solid shoulder design
- Sidewall protector ribs
- Carries the Three-Peak Mountain Snowflake (3PMSF) symbol

Benefits

- For improved wear performance and longer life
- Enhances casing durability for excellent retreadability
- Designed to bite into soft surfaces for excellent traction
- Prevent trapped stones from pushing deeper into tread grooves and piercing belt layer
- Provide biting edges that help promote wet traction
- Distributes weight and torque to fight irregular wear and block squirm for outstanding, even wear
- Designed to fight curbing and abrasion damage to help enhance durability

- Meets the required performance criteria for Use in Severe Snow Conditions

Specifications

Manufacturer Item Number	244465
Make	FIRESTONE
Model	FS860
Display Name	315/80R22.5 L FS860
Load Range	
UTQG	
Sidewall	BSW
Section Width	315
Aspect Ratio	80
Rim Size	22.5
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	42.8
Load Rating (Single/Double)	160/157
Speed Rating	K
Ply Rating	20
Load Capacity Single (lbs)	10000
Load Capacity Dual (lbs)	9090

Max Inflation Pressure	130
Weight	161
Warranty	
Overall Width	12.6
Tread Depth	24
Revolutions Per Mile	485
UPC	

Other sizes

Search:

Item Number	Display name	Load Rating	Speed Rating	Ply Rating	UTQG
No data available in table					

Showing 0 to 0 of 0 entries

Disclaimer: Picture provided is a stock picture from the manufacturer and may or may not reflect the actual tire. Specifications of the tire shown above are listed to be as accurate as possible based on the information available from the manufacturer. However, due to possible changes and the need for safety the latest information should be sought from the manufacturer prior to fitting.

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Tread

TREADNET

Search by Brand, Pattern, Size or Article #

ITEM# 11.3

ORDERS

SHIPMENTS

DELIVERY RECEIPTS

WARRANTY CLAIMS

PURCHASE ORDER

INVOICES & DISPUTES

MARKETING

HELPDESK

Product Specifications

BRIDGESTONE M864

Available 537 items

M864 385/65R22.5 TLBLSTJK18

Article #: 1073

My Part #:

Base Price: $1,425.22 USD

FET: $27.74 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 1073	**TRA:** 000	**Dual Load Index:**	**Run Flat:** STA
Size: 385/65R22.5	**Single Load Index:** J	**Position:** Steer	**S/W:** BLACKWALL
Speed Rating: K	**Tread Depth:** 23	**Class:** 000	
Aspect Ratio: 65	**Construction:** Radial	**PLY Rating:** 18	

Need Help?

Mon-Fri 7A.M. to 5P.M. CST

Contact Support

1.888.224.4399

support.treadnet@bfusa.com

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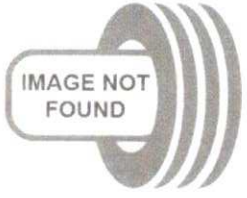
Product Specifications

ITEM # 11.4



BRIDGESTONE M870

Available 0 Items

M870 425/65R22.5 TLBLSTLK20

Article #: 312

My Part #:

Base Price: $1,584.06 USD

FET: $37.33 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 312

Size: 425/65R22.5

Speed Rating: K

Aspect Ratio: 65

TRA: 000

Single Load Index: L

Tread Depth: 24

Construction: Radial

Dual Load Index:

Position: Steer

Class: 000

PLY Rating: 20

Run Flat: STA

S/W: BLACKWALL

Tireweb Specs LIBRARY

ITEM # 12.1

FIRESTONE - 11R22.5 H FD663

Share via Email

Firestone

Commercial Truck/Bus. Winter/All-Season Medium-Duty Truck Radial Open Shoulder Drive tire Recommended for High Traction and High-Scrub Applications in Long Haul, Regional and Pickup & Delivery Service.

Enlarge Image

Features

- Tie bars control movement of tread blocks
- Open shoulder design
- Four full-width steel belts
- Cap/base compounding combines a slow-wearing cap compound with a cool-running base
- Carries the Three-Peak Mountain Snowflake (3PMSF) symbol

Benefits

- To help minimize irregular wear tendencies, leading to long service life
- Helps to provide traction and grip in mud and snow
- Help casing durability and enhance retreadability by combating casing penetration
- Shields the casing from damaging heat to enhance retreadability
- Meets the required performance criteria for Use in Severe Snow Conditions

Specifications

Manufacturer Item Number	211206
Make	FIRESTONE
Model	FD663
Display Name	11R22.5 H FD663
Load Range	
UTQG	
Sidewall	
Section Width	
Aspect Ratio	
Rim Size	22.5
Inch Width	11
Diameter	
Metric Rim Diameter	
Overall Diameter	41.9
Load Rating (Single/Double)	
Speed Rating	
Ply Rating	16
Load Capacity Single (lbs)	6610
Load Capacity Dual (lbs)	6005
Max Inflation Pressure	120
Weight	124.8
Warranty	
Overall Width	10.8

Tread Depth	26
Revolutions Per Mile	75
UPC	092971188436

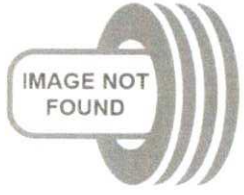
Other sizes

Search:

Item Number	Display name	Load Rating	Speed Rating	Ply Rating	UTQG
281034	10R22.5 F FD663			12	
247763	10R22.5 F FD663			12	
227091	11R22.5 G FD663			14	
233789	11R22.5 G FD663			14	
281042	11R22.5 G FD663			14	
233806	11R22.5 H FD663			16	
233772	11R22.5 H FD663			16	
281069	11R24.5 G FD663			14	
238175	11R24.5 G FD663			14	
293733	11R24.5 H FD663			16	
238192	11R24.5 H FD663			16	

Product Specifications

ITEM # 12.2



BRIDGESTONE M863

Available 322 Items

M863 315/80R22.5 TLBLSTLK20

Article #: 3134

My Part #:

Base Price: $1,383.79 USD

FET: $52.83 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 3134

Size: 315/80R22.5

Speed Rating: K

Aspect Ratio: 80

TRA: 000

Single Load Index: L

Tread Depth: 26

Construction: Radial

Dual Load Index:

Position: Steer

Class: 000

PLY Rating: 20

Run Flat: STA

S/W: BLACKWALL

Tireweb LIBRARY Specs

ITEM #12.3

BRIDGESTONE - 425/65R22.5 L L315

Share via Email

BRIDGESTONE

Commercial Truck/Bus. Medium-Duty Truck On/Off-Highway Wide Base Drive Axle Radial tire. Recommended for All-Wheel-Drive Vehicles, such as Front-Discharge Cement Mixers.

Enlarge Image

Features

- Designed for axles carrying extra heavy loads in on/off-highway service
- Aggressive lug tread design
- Special tread compounds
- Wide base design
- Bridgestone Truck Tire Limited Warranty

Benefits

- For outstanding traction
- For resistance to cuts, chips, tearing and irregular wear
- For higher payload and outstanding flotation so tires maintain grip and traction without digging into the ground

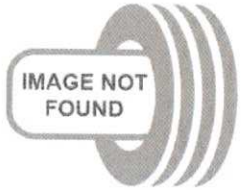
Specifications

Manufacturer Item Number	241371
Make	BRIDGESTONE
Model	L315
Display Name	425/65R22.5 L L315

Load Range	
UTQG	
Sidewall	BSW
Section Width	425
Aspect Ratio	65
Rim Size	22.5
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	45.3
Load Rating (Single/Double)	162
Speed Rating	K
Ply Rating	20
Load Capacity Single (lbs)	11400
Load Capacity Dual (lbs)	
Max Inflation Pressure	120
Weight	211
Warranty	
Overall Width	16.2
Tread Depth	30
Revolutions Per Mile	445
UPC	

Product Specifications

Item # 14.3



REGENCY AG RIB IMPLEMENT PLUS

Available 2,087 Items

AG RIB IMP + 11L-15 TLI-1NY121B12

Article #: 19046

My Part #:

Base Price: $136.68 USD

FET: $0.00 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 19046

Size: 11L-15

Speed Rating: B

Aspect Ratio:

TRA: 000

Single Load Index: 121

Tread Depth: 10

Construction: Radial

Dual Load Index:

Position: Steer

Class: 000

PLY Rating: 12

Run Flat: STA

S/W: I-1 IMPLEMENT-1 AG ONLY

Tireweb Specs LIBRARY

Item # 14.4

GALAXY - 12.5/80-18 TL SUPER INDUSTRIAL LUG R-4

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GALAXY

Construction & Industrial R-4 Bias tire. Design of this tire has Won it the Distinction of being Selected by Several Original Equipment Manufacturers.

Enlarge Image

Features

- Well accepted design built with more plies than other R-4 tires
- Cleat is solid in the center

Benefits

- Providing superior strength and longer tread life
- For wear and penetration protection

Specifications

Manufacturer Item Number	201289
Make	GALAXY
Model	SUPER INDUSTRIAL LUG R-4
Display Name	12.5/80-18 TL SUPER INDUSTRIAL LUG R-4
Load Range	
UTQG	
Sidewall	BSW
Section Width	

Aspect Ratio	80
Rim Size	18
Inch Width	12.5
Diameter	
Metric Rim Diameter	
Overall Diameter	38.8
Load Rating (Single/Double)	134
Speed Rating	A8
Ply Rating	
Load Capacity Single (lbs)	4675
Load Capacity Dual (lbs)	
Max Inflation Pressure	62
Weight	93
Warranty	
Overall Width	12.2
Tread Depth	33
Revolutions Per Mile	
UPC	

Other sizes

Search:

Tireweb Specs LIBRARY

Item # 14.6

GALAXY - 14.00-24 F TL MPC G-2/L-2

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GALAXY

OTR Bias G-2/L-2 tire Designed for Multiple Uses such as Telehandler, Grader and Loader.

Enlarge Image

Features

- Unique tread design
- Center block design
- Robust sidewall construction
- Open shoulder
- Heat resistant compound

Benefits

- For long, even wear on both hard and soft surfaces
- Provide a smooth ride
- For increased stability on slopes and to support increased loads
- For traction and self cleaning in soft conditions

Specifications

Manufacturer Item Number	287411
Make	GALAXY
Model	MPC G-2/L-2
Display Name	14.00-24 F TL MPC G-2/L-2
Load Range	
UTQG	

Sidewall	BSW
Section Width	
Aspect Ratio	
Rim Size	24
Inch Width	14
Diameter	
Metric Rim Diameter	
Overall Diameter	52.9
Load Rating (Single/Double)	
Speed Rating	
Ply Rating	12
Load Capacity Single (lbs)	13900
Load Capacity Dual (lbs)	
Max Inflation Pressure	62
Weight	158
Warranty	
Overall Width	14.4
Tread Depth	31
Revolutions Per Mile	
UPC	

Other sizes

Tireweb Specs LIBRARY

Item # 14.7

GALAXY - 16.9-30 D TT EARTHPRO 45 BIAS R-1

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GALAXY

Agricultural Bias R-1 Rear Tractor tire.

Enlarge Image

Features

- 45-degree tread lug angle
- Engineered with special compounds and extra rubber in lug centers
- Additional rubber layer
- Tougher sidewall

Benefits

- To ensure good roadability while on the road and superior self cleaning in the field
- To reduce wear and extend tire life
- Improves penetration resistance
- Provides deflection stability and protection from external damages

Specifications

Manufacturer Item Number	540560
Make	GALAXY
Model	EARTHPRO 45 BIAS R-1
Display Name	16.9-30 D TT EARTHPRO 45 BIAS R-1
Load Range	
UTQG	
Sidewall	BSW

Section Width	
Aspect Ratio	
Rim Size	30
Inch Width	16.9
Diameter	
Metric Rim Diameter	
Overall Diameter	58.5
Load Rating (Single/Double)	137
Speed Rating	A8
Ply Rating	8
Load Capacity Single (lbs)	5070@25MPH
Load Capacity Dual (lbs)	
Max Inflation Pressure	25
Weight	169
Warranty	
Overall Width	16.9
Tread Depth	48
Revolutions Per Mile	
UPC	

Other sizes

Search:

Tireweb Specs LIBRARY

Item # 14.8

ASCENSO - 19.5L-24 F TL BHB 312 R-4

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ASCENSO never stop rising

Bias Ply R-4 Industrial Tractor Tire.

Enlarge Image

Features

- Special rounded tread bars
- Wider lugs
- Thick under tread

Benefits

- Reduces vehicle vibration and enhances operator comfort
- Optimum contact area for high traction
- Ensures protection from cuts and punctures

Specifications

Manufacturer Item Number	3002020011
Make	ASCENSO
Model	BHB 312 R-4
Display Name	19.5L-24 F TL BHB 312 R-4
Load Range	
UTQG	
Sidewall	BSW
Section Width	
Aspect Ratio	
Rim Size	24

Inch Width	19.5
Diameter	
Metric Rim Diameter	
Overall Diameter	51.7
Load Rating (Single/Double)	151
Speed Rating	A8
Ply Rating	12
Load Capacity Single (lbs)	7600
Load Capacity Dual (lbs)	
Max Inflation Pressure	34
Weight	181
Warranty	
Overall Width	19.5
Tread Depth	35
Revolutions Per Mile	
UPC	

Other sizes

Search:

Item Number	Display name	Load Rating	Speed Rating	Ply Rating	UTQG
3002020055	21.3/70-24 F TL BHB	160	A8	12	

Tireweb LIBRARY Specs

Item # 14.11

MAXAM - 23.5R25 2* TL MS301 E-3/L-3

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MAXAM

Radial OTR Standard E-3/L-3 Rock Lug Pattern tire for Use on Loaders and Articulated Dump Trucks Operating in Mixed Applications.

Enlarge Image

Features

- Thick undertread
- High-quality carcass
- Wear and cut-resistant tread compound
- Wide flat footprint profile
- Increased net-to-gross

Benefits

- For improved puncture resistance
- Allows for excellent retreadability
- For maximum stability and wear
- For improved tread life
- Excellent traction in all off-road conditions

Specifications

Manufacturer Item Number	V030107
Make	MAXAM
Model	MS301
Display Name	23.5R25 2* TL MS301 E-3/L-3
Load Range	

UTQG	
Sidewall	BLK
Section Width	
Aspect Ratio	
Rim Size	25
Inch Width	23.5
Diameter	
Metric Rim Diameter	
Overall Diameter	63.5
Load Rating (Single/Double)	201
Speed Rating	A2
Ply Rating	
Load Capacity Single (lbs)	32000@5MPH
Load Capacity Dual (lbs)	
Max Inflation Pressure	83
Weight	738
Warranty	
Overall Width	23.9
Tread Depth	48
Revolutions Per Mile	
UPC	

Tireweb LIBRARY Specs

Item# 14.12

MAXAM - 29.5R25 2* TL MS301 E-3/L-3

Share via Email

MAXAM

Radial OTR Standard E-3/L-3 Rock Lug Pattern tire for Use on Loaders and Articulated Dump Trucks Operating in Mixed Applications.

Enlarge Image

Features

- Thick undertread
- High-quality carcass
- Wear and cut-resistant tread compound
- Wide flat footprint profile
- Increased net-to-gross

Benefits

- For improved puncture resistance
- Allows for excellent retreadability
- For maximum stability and wear
- For improved tread life
- Excellent traction in all off-road conditions

Specifications

Manufacturer Item Number	V030114
Make	MAXAM
Model	MS301
Display Name	29.5R25 2* TL MS301 E-3/L-3
Load Range	

UTQG	
Sidewall	BSW
Section Width	
Aspect Ratio	
Rim Size	25
Inch Width	29.5
Diameter	
Metric Rim Diameter	
Overall Diameter	74.5
Load Rating (Single/Double)	216/200
Speed Rating	A2/B
Ply Rating	
Load Capacity Single (lbs)	49400@5MPH
Load Capacity Dual (lbs)	
Max Inflation Pressure	76
Weight	1234
Warranty	
Overall Width	30
Tread Depth	49
Revolutions Per Mile	
UPC	

Tireweb LIBRARY Specs

Item# 14.14

TRAILER MASTER - ST205/75R15 D ST PRO SEMI-STEEL ST (TRAILER USE ONLY)

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TRAILER MASTER

Semi-Steel Special Trailer (ST) Radial tire for Trailers in Highway Service.

Enlarge Image

Features

- Nylon overlay on all sizes
- Enhanced shoulder design
- Polyester construction with steel belts
- Optimized tread compound and deep tread depth

Benefits

- For strength and durability
- For longer wear and better heat dissipation
- For improved wear and longer mileage

Specifications

Manufacturer Item Number	TMST05
Make	TRAILER MASTER
Model	ST PRO SEMI-STEEL ST
Display Name	ST205/75R15 D ST PRO SEMI-STEEL ST (TRAILER USE ONLY)
Load Range	
UTQG	
Sidewall	BSW

Section Width	205
Aspect Ratio	75
Rim Size	15
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	27.13
Load Rating (Single/Double)	107/102
Speed Rating	L
Ply Rating	8
Load Capacity Single (lbs)	2150
Load Capacity Dual (lbs)	1870
Max Inflation Pressure	65
Weight	
Warranty	
Overall Width	7.99
Tread Depth	9
Revolutions Per Mile	
UPC	

Other sizes

Search:

Tireweb LIBRARY Specs

Item# 14.15

TRAILER MASTER - ST235/85R16 E ST PRO SEMI-STEEL ST (TRAILER USE ONLY)

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TRAILER MASTER

Semi-Steel Special Trailer (ST) Radial tire for Trailers in Highway Service.

Enlarge Image

Features

- Nylon overlay on all sizes
- Enhanced shoulder design
- Polyester construction with steel belts
- Optimized tread compound and deep tread depth

Benefits

- For strength and durability
- For longer wear and better heat dissipation
- For improved wear and longer mileage

Specifications

Manufacturer Item Number	TMST18
Make	TRAILER MASTER
Model	ST PRO SEMI-STEEL ST
Display Name	ST235/85R16 E ST PRO SEMI-STEEL ST (TRAILER USE ONLY)
Load Range	
UTQG	
Sidewall	BSW

Section Width	235
Aspect Ratio	85
Rim Size	16
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	31.73
Load Rating (Single/Double)	125/121
Speed Rating	L
Ply Rating	10
Load Capacity Single (lbs)	3640
Load Capacity Dual (lbs)	3200
Max Inflation Pressure	80
Weight	
Warranty	
Overall Width	9.25
Tread Depth	9
Revolutions Per Mile	
UPC	

Other sizes

Search:

Tireweb Specs LIBRARY

ITEM# 14.16

MAXAM - 380/85R24 (14.9R24) TL MS951R AGRIXTRA 85 R-1W

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MAXAM

Radial R-1W Agricultural Rear Tractor Tire.

Enlarge Image

Features

- Premium 45° lug profile and self cleaning tread design
- Low pressure and wide footprint
- Premium rubber compounds

Benefits

- Provides excellent traction and minimizes vibration while roading
- Lowers soil compaction
- Reduce ozone cracking and weathering

Specifications

Manufacturer Item Number	V951008
Make	MAXAM
Model	MS951R AGRIXTRA 85 R-1W
Display Name	380/85R24 (14.9R24) TL MS951R AGRIXTRA 85 R-1W
Load Range	
UTQG	
Sidewall	BSW

Section Width	380
Aspect Ratio	85
Rim Size	24
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	49.6
Load Rating (Single/Double)	131
Speed Rating	A8/B
Ply Rating	
Load Capacity Single (lbs)	4300
Load Capacity Dual (lbs)	
Max Inflation Pressure	23
Weight	168.5
Warranty	
Overall Width	15.4
Tread Depth	55
Revolutions Per Mile	
UPC	

Other sizes

Search:

Tireweb LIBRARY Specs

Item # 14.17

MAXAM - 460/85R38 (18.4R38) TL MS951R AGRIXTRA 85 R-1W

Share via Email

MAXAM

Enlarge Image

Radial R-1W Agricultural Rear Tractor Tire.

Features

- Premium 45° lug profile and self cleaning tread design
- Low pressure and wide footprint
- Premium rubber compounds

Benefits

- Provides excellent traction and minimizes vibration while roading
- Lowers soil compaction
- Reduce ozone cracking and weathering

Specifications

Manufacturer Item Number	951017
Make	MAXAM
Model	MS951R AGRIXTRA 85 R-1W
Display Name	460/85R38 (18.4R38) TL MS951R AGRIXTRA 85 R-1W
Load Range	
UTQG	
Sidewall	BSW

Section Width	460
Aspect Ratio	85
Rim Size	38
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	68.8
Load Rating (Single/Double)	149
Speed Rating	A8/B
Ply Rating	
Load Capacity Single (lbs)	7150
Load Capacity Dual (lbs)	
Max Inflation Pressure	23
Weight	324
Warranty	
Overall Width	18.7
Tread Depth	64
Revolutions Per Mile	
UPC	

Other sizes

Search:

Tireweb LIBRARY Specs

Item # 14.18

MAXAM - 775/65R29 2* TL MS302

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MAXAM

Radial OTR Heavy Duty E-3/L-3+ Lug Pattern tire Specifically Designed to Minimize Vibration at Haul Speeds.

Enlarge Image

Features

- Thick undertread
- High quality casing
- Wear and cut resistant tread compound
- Wide, flat footprint profile
- Increased net-to-gross and tread depth
- Offset, reinforced lugs

Benefits

- For improved puncture resistance
- Allows for excellent retreadability
- For maximum stability and wear
- For highest tread life
- Minimize vibration at haul speeds
- Excellent traction in all off-road conditions

Specifications

Manufacturer Item Number	V031392
Make	MAXAM
Model	MS302
Display Name	775/65R29 2* TL MS302

Load Range	
UTQG	
Sidewall	BSW
Section Width	775
Aspect Ratio	65
Rim Size	29
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	68.5
Load Rating (Single/Double)	213/195
Speed Rating	A2/B
Ply Rating	
Load Capacity Single (lbs)	26800@30MPH
Load Capacity Dual (lbs)	
Max Inflation Pressure	62
Weight	
Warranty	
Overall Width	30.5
Tread Depth	54
Revolutions Per Mile	
UPC	

Tireweb LIBRARY Specs

Item#14.19

TRAILER MASTER - ST235/80R16 E ST PRO SEMI-STEEL ST (TRAILER USE ONLY)

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TRAILER MASTER

Semi-Steel Special Trailer (ST) Radial tire for Trailers in Highway Service.

Enlarge Image

Features

- Nylon overlay on all sizes
- Enhanced shoulder design
- Polyester construction with steel belts
- Optimized tread compound and deep tread depth

Benefits

- For strength and durability
- For longer wear and better heat dissipation
- For improved wear and longer mileage

Specifications

Manufacturer Item Number	TMST08
Make	TRAILER MASTER
Model	ST PRO SEMI-STEEL ST
Display Name	ST235/80R16 E ST PRO SEMI-STEEL ST (TRAILER USE ONLY)
Load Range	
UTQG	
Sidewall	BSW

Section Width	235
Aspect Ratio	80
Rim Size	16
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	30.79
Load Rating (Single/Double)	124/120
Speed Rating	L
Ply Rating	10
Load Capacity Single (lbs)	3520
Load Capacity Dual (lbs)	3080
Max Inflation Pressure	80
Weight	
Warranty	
Overall Width	9.25
Tread Depth	9
Revolutions Per Mile	
UPC	

Other sizes

Search:

Tireweb LIBRARY Specs

Item# 14.20

TRAILER MASTER - ST235/85R16 E ST PRO SEMI-STEEL ST (TRAILER USE ONLY)

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TRAILER MASTER

Semi-Steel Special Trailer (ST) Radial tire for Trailers in Highway Service.

Enlarge Image

Features

- Nylon overlay on all sizes
- Enhanced shoulder design
- Polyester construction with steel belts
- Optimized tread compound and deep tread depth

Benefits

- For strength and durability
- For longer wear and better heat dissipation
- For improved wear and longer mileage

Specifications

Manufacturer Item Number	TMST18
Make	TRAILER MASTER
Model	ST PRO SEMI-STEEL ST
Display Name	ST235/85R16 E ST PRO SEMI-STEEL ST (TRAILER USE ONLY)
Load Range	
UTQG	
Sidewall	BSW

Section Width	235
Aspect Ratio	85
Rim Size	16
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	31.73
Load Rating (Single/Double)	125/121
Speed Rating	L
Ply Rating	10
Load Capacity Single (lbs)	3640
Load Capacity Dual (lbs)	3200
Max Inflation Pressure	80
Weight	
Warranty	
Overall Width	9.25
Tread Depth	9
Revolutions Per Mile	
UPC	

Other sizes

Search:

Tireweb Specs LIBRARY

Item # 14.21

MAXAM - 875/65R29 2* TL MS302

Share via Email

MAXAM

Radial OTR Heavy Duty E-3/L-3+ Lug Pattern tire Specifically Designed to Minimize Vibration at Haul Speeds.

Enlarge Image

Features

- Thick undertread
- High quality casing
- Wear and cut resistant tread compound
- Wide, flat footprint profile
- Increased net-to-gross and tread depth
- Offset, reinforced lugs

Benefits

- For improved puncture resistance
- Allows for excellent retreadability
- For maximum stability and wear
- For highest tread life
- Minimize vibration at haul speeds
- Excellent traction in all off-road conditions

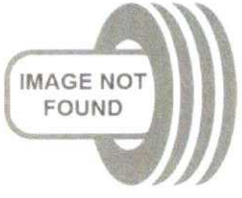
Specifications

Manufacturer Item Number	V031396
Make	MAXAM
Model	MS302
Display Name	875/65R29 2* TL MS302

Load Range	
UTQG	
Sidewall	BSW
Section Width	875
Aspect Ratio	65
Rim Size	29
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	73.4
Load Rating (Single/Double)	221/203
Speed Rating	A2/B
Ply Rating	
Load Capacity Single (lbs)	56800@30MPH
Load Capacity Dual (lbs)	
Max Inflation Pressure	62
Weight	
Warranty	
Overall Width	33.5
Tread Depth	60
Revolutions Per Mile	
UPC	

Product Specifications

ITEM # 15.3



BRIDGESTONE M863

Available 637 Items

M863 11R22.5 TLBLSTHK16

Article #: 3130

My Part #:

Base Price: $1,018.74 USD

FET: $29.39 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 3130

Size: 11R22.5

Speed Rating: K

Aspect Ratio:

TRA: 000

Single Load Index: H

Tread Depth: 24

Construction: Radial

Dual Load Index:

Position: Steer

Class: 000

PLY Rating: 16

Run Flat: STA

S/W: BLACKWALL

Product Specifications

ITEM # 15.4

BRIDGESTONE R250ED

Available 48 Items

R250ED 11R22.5 TLBLSTHL16

Article #: 206973

My Part #:

Base Price: $980.91 USD

FET: $29.39 USD

Quantity:

QTY

Total:

$0 USD

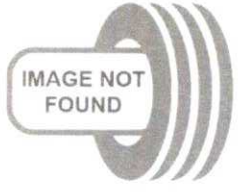
SEE DELIVERY FORECAST

Specs

Article #: 206973	**TRA:** 000	**Dual Load Index:**	**Run Flat:** STA
Size: 11R22.5	**Single Load Index:** H	**Position:** Steer	**S/W:** BLACKWALL
Speed Rating: L	**Tread Depth:** 19	**Class:** 000	
Aspect Ratio:	**Construction:** Radial	**PLY Rating:** 16	

Product Specifications

ITEM # 15.5



BRIDGESTONE M863

Available 96 Items

M863 11R24.5 TLBLSTHK16

Article #: 3132

My Part #:

Base Price: $1,080.83 USD

FET: $34.59 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 3132

Size: 11R24.5

Speed Rating: K

Aspect Ratio:

TRA: 000

Single Load Index: H

Tread Depth: 24

Construction: Radial

Dual Load Index:

Position: Steer

Class: 000

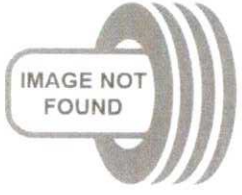
PLY Rating: 16

Run Flat: STA

S/W: BLACKWALL

Product Specifications

ITEM # 15.6



BRIDGESTONE M863

Available 84 Items

M863 12R22.5 TLBLSTHK16

Article #: 3131

My Part #:

Base Price: $1,203.09 USD

FET: $36.76 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 3131

Size: 12R22.5

Speed Rating: K

Aspect Ratio:

TRA: 000

Single Load Index: H

Tread Depth: 24

Construction: Radial

Dual Load Index:

Position: Steer

Class: 000

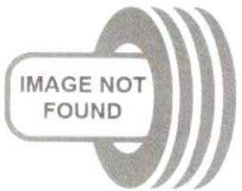
PLY Rating: 16

Run Flat: STA

S/W: BLACKWALL

Product Specifications

ITEM # 15.7



BRIDGESTONE R268 ECOPIA

Available 174 Items

R268 ECOPIA 12R22.5 TLBLSTHL16

Article #: 278

My Part #:

Base Price: $1,042.06 USD

FET: $36.76 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 278

Size: 12R22.5

Speed Rating: L

Aspect Ratio:

TRA: 000

Single Load Index: H

Tread Depth: 21

Construction: Radial

Dual Load Index:

Position: Steer

Class: 000

PLY Rating: 16

Run Flat: STA

S/W: BLACKWALL

Tireweb LIBRARY Specs

Item# 15.8

BFGOODRICH - LT215/85R16 E COMMERCIAL T/A ALL-SEASON 2

Share via Email

BFGoodrich

All-Season Commercial Light Truck tire.

Enlarge Image

Features

- Optimized footprint
- Improved durability
- CoolWedge™ shoulder insert
- M+S Rated

Benefits

- Better distributes stress to increase treadlife and lower operating costs
- Built for the long haul
- Enhances cooling and prolongs tire life
- Reduced downtime

Specifications

Manufacturer Item Number	19836
Make	BFGOODRICH
Model	COMMERCIAL T/A ALL-SEASON 2
Display Name	LT215/85R16 E COMMERCIAL T/A ALL-SEASON 2
Load Range	
UTQG	
Sidewall	BSW
Section Width	215

Aspect Ratio	85
Rim Size	16
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	30.3
Load Rating (Single/Double)	115/112
Speed Rating	R
Ply Rating	10
Load Capacity Single (lbs)	2680
Load Capacity Dual (lbs)	2470
Max Inflation Pressure	80
Weight	36.5
Warranty	
Overall Width	8.5
Tread Depth	13
Revolutions Per Mile	684
UPC	086699198365

Other sizes

Search:

Tireweb Specs LIBRARY

Item# 15.12

MICHELIN - LT245/75R16 E XPS RIB

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MICHELIN

Commercial Light Truck All-Position Radial Rib tire Designed for Regional Commercial/Fleet Operations.

Enlarge Image

Features

- Optimized rib tread
- Low rolling resistance casing and tread
- Third steel belt
- Steel casing, reinforced steel belt
- Sidewall protector

Benefits

- Designed to provide even tread wear and long mileage with low noise level
- Built for superior fuel economy
- Helps provide puncture resistance for enhanced durability
- Helps deliver exceptional retreadability
- Helps provide resistance to sidewall damage from most curb scrubbing

Specifications

Manufacturer Item Number	26848
Make	MICHELIN
Model	XPS RIB
Display Name	LT245/75R16 E XPS RIB
Load Range	

UTQG	
Sidewall	BSW
Section Width	245
Aspect Ratio	75
Rim Size	16
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	30.6
Load Rating (Single/Double)	120/116
Speed Rating	Q
Ply Rating	10
Load Capacity Single (lbs)	3042
Load Capacity Dual (lbs)	
Max Inflation Pressure	80
Weight	54.72
Warranty	
Overall Width	9.6
Tread Depth	14
Revolutions Per Mile	676
UPC	086699268488

ITEM # 15.9

Part #21717

225/70R19.5 14PR G BF Goodrich ROUTE CONTROL S

call for availability

[redacted]

* All pictures shown are for illustration purpose only. Disclosure.

* Tire only, no wheel, unless otherwise stated.

Specifications **Downloads** **Description**

Part No.	21717
Size	225/70R19.5
Ply Rating	14PR
Brand	BF Goodrich
Model	ROUTE CONTROL S
Position	
Tread Depth (32nd)	14
Standard Rim / Flange	6.75
Inflation Pressure (psi)	110

Max Load (lbs)	3970

View More

Related products

NORDEXX
Part #225-385-301-NOR
385/65R22.5 20PR L 160K Nordexx NXT301 Trailer TL

$396.00 **READ MORE**

call for availability

Compare

ANNAITE
Part #225-10R-16P-366-ANN
10R22.5 16PR H 144/142M Annaite S366 Steer TL

$252.00 **READ MORE**

call for availability

Compare

NAMA
Part #225-11R-F32-NAM
11R22.5 14PR G 144/142M Nama NF32 Trailer TL

$252.00 **READ MORE**

call for availability

Compare

[redacted]

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CONTACT

[illegible]

[illegible]

SOCIAL NETWORKS

ITEM # 15.10

ROUTE CONTROL®
D - 19.5

Take control in navigating the environment jungle and regional roads with confidence.

5 YEAR GUARANTEE

BENEFITS AND FEATURES | **SPECIFICATIONS** | LOAD & PRESSURE | REFERENCE MATERIALS

US UNITS | METRIC

225/70R19.5

LOAD RANGE	G
CATALOG NUMBER	83490
CAI	187631
LOADED RADIUS	15.2 in
OVERALL DIAMETER	32.4 in
OVERALL WIDTH	9.2 in
APPROVED RIMS	6.75, 6
MIN. DUAL SPACING	10.0 in
RPM	639
TREAD DEPTH	18/32
MAX SPEED	87 mph
MAX LOAD PER TIRE SINGLE	3970/110 lbs/psi
MAX LOAD PER TIRE DUAL	3750/110 lbs/psi

TIRE WEIGHT 61.7

245/70R19.5

BENEFITS AND FEATURES	**SPECIFICATIONS**	LOAD & PRESSURE	REFERENCE MATERIALS

VIEW PRODUCT SHEET <https://www.michelinb2b.com/wps/b2bcontent/PDF/Route_Control_D_19-5_datasheet.pdf>

Yokohama 124R

ITEM # 15.11

Commercial Truck/Bus. All-Season/Winter Medium-Duty Truck All-Position/Steer Radial tire Suitable for Regional-Haul and Pick-Up/Delivery Applications.

Features

* Deeply-siped ribs * Four wavy circumferential grooves * Extra wide tread * Rigid shoulder ribs * Rock shield platforms * Carries the Three-Peak Mountain Snowflake (3PMSF) symbol

Benefits

* Provide outstanding wet and snow braking creating powerful traction * Promote even wear and provide optimized traction in the wet and snow * Promotes better dispersal of contact pressure with the road to deliver longer tread life * Reduce shoulder step-down wear and enhance driving stability * Reduce stone and debris penetration for improved casing life, durability, and retreadability * Meets the required performance criteria for Use in Severe Snow Conditions

Tire Specifications

ITEM # 15.11

Current Size

Product Code	Display Name	Load Rating	Speed Rating	Sidewall	Ply Rating	UTQG	Load Capacity[1]	Maximum Inflation[2]	Mileage Warranty	Tread Depth
120112402	235/75R17.5 G 124R	132/130		BSW	14		4410/4190	112		15

[1] Load capacity in pounds (lbs) | [2] Maximum inflation pressure in PSI

Other Available Sizes

Product Code	Display Name	Load Rating	Speed Rating	Sidewall	Ply Rating	UTQG	Load Capacity[1]	Maximum Inflation[2]	Mileage Warranty	Tread Depth
120112401	215/75R17.5 G 124R	126/124		BSW	14		3750/3530	102		14
120112414	225/70R19.5 G 124R	128/126	N	BSW	14			0		
120112403	245/70R19.5 G 124R	133/131		BSW	14		4540/4300	110		17
120112404	245/70R19.5 H 124R	136/134		BSW	16		4940/4675	120		17
120112405	265/70R19.5 G 124R	140/138		BSW	14		5510/5205	112		17
120112406	285/70R19.5 H 124R	146/144		BSW	16		6610/6175	131		17
120112416	255/70R22.5 H 124R	140/137		BSW	16		5510/5070	120		19
120112415	275/70R22.5 J 124R			BSW	18		6940/6395	131		19
120112410	295/80R22.5 H 124R			BSW	16		7830/6945	123		20
120112411	295/80R22.5 J 124R			BSW	18		8270/7160	123		20
120112412	315/80R22.5 L 124R			BSW	20		9090/8270	130		20

[1] Load capacity in pounds (lbs) | [2] Maximum inflation pressure in PSI

Tireweb LIBRARY Specs

Item# 15.13

BFGOODRICH - 265/70R17 TRAIL-TERRAIN T/A

Share via Email

BFGoodrich

All-Weather All-Terrain Passenger Light Truck/SUV tire.

Enlarge Image

Features

- Rugged all-season tread design with deep circumferential grooves
- Full-depth 3D locking sipes
- Serrated shoulder design
- Chip/tear resistant tread compound
- Optimized footprint
- M+S Rated
- Carries the Three-Peak Mountain Snowflake (3PMSF) symbol
- 60,000 Mile Limited Treadwear Warranty
- 60-Day Satisfaction Guarantee

Benefits

- Help to quickly channel water away from the contact patch for enhanced grip in wet weather
- Provide extra tread-block stability for longer wear
- Delivers remarkable soft-soil traction
- Allows for confident travel on gravelly roads
- Reduces road noise for a smooth, quiet on-road ride
- Meets the required performance criteria for Use in Severe Snow Conditions

Specifications

Manufacturer Item Number	71447

Make	BFGOODRICH
Model	TRAIL-TERRAIN T/A
Display Name	265/70R17 TRAIL-TERRAIN T/A
Load Range	SL
UTQG	660 A A
Sidewall	ORWL
Section Width	265
Aspect Ratio	70
Rim Size	17
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	31.6
Load Rating (Single/Double)	115
Speed Rating	T
Ply Rating	
Load Capacity Single (lbs)	2679
Load Capacity Dual (lbs)	
Max Inflation Pressure	44
Weight	38.85
Warranty	60000
Overall Width	10.7
Tread Depth	12.5

Tireweb LIBRARY Specs

Item# 15.14

BFGOODRICH - LT265/75R16 E ALL-TERRAIN T/A KO3

Share via Email

BFGoodrich

All-Weather All-Terrain Passenger Light Truck/SUV tire.

Enlarge Image

Features

- Aggressive tread design and open shoulder
- M+S Rated
- Carries the Three-Peak Mountain Snowflake (3PMSF) symbol
- 50,000 Mile Treadwear Limited Warranty

Benefits

- Provide superior traction in rain, mud and light snow
- Maximum load carrying capacity and durability
- Meets the required performance criteria for Use in Severe Snow Conditions

Specifications

Manufacturer Item Number	14355
Make	BFGOODRICH
Model	ALL-TERRAIN T/A KO3
Display Name	LT265/75R16 E ALL-TERRAIN T/A KO3
Load Range	
UTQG	
Sidewall	RWL

Section Width	265
Aspect Ratio	75
Rim Size	16
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	31.6
Load Rating (Single/Double)	123/120
Speed Rating	S
Ply Rating	10
Load Capacity Single (lbs)	3415
Load Capacity Dual (lbs)	3085
Max Inflation Pressure	80
Weight	54.98
Warranty	50000
Overall Width	10.5
Tread Depth	16
Revolutions Per Mile	657
UPC	

Other sizes

Search:

Tireweb Specs LIBRARY

Item# 15.15

BFGOODRICH - LT275/65R18 E ALL-TERRAIN T/A KO3

Share via Email

BFGoodrich

All-Weather All-Terrain Passenger Light Truck/SUV tire.

Enlarge Image

Features

- Aggressive tread design and open shoulder
- M+S Rated
- Carries the Three-Peak Mountain Snowflake (3PMSF) symbol
- 50,000 Mile Treadwear Limited Warranty

Benefits

- Provide superior traction in rain, mud and light snow
- Maximum load carrying capacity and durability
- Meets the required performance criteria for Use in Severe Snow Conditions

Specifications

Manufacturer Item Number	03069
Make	BFGOODRICH
Model	ALL-TERRAIN T/A KO3
Display Name	LT275/65R18 E ALL-TERRAIN T/A KO3
Load Range	
UTQG	
Sidewall	RWL

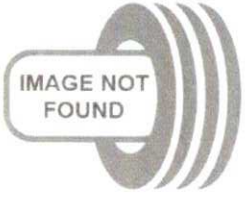
Section Width	275
Aspect Ratio	.65
Rim Size	18
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	32.1
Load Rating (Single/Double)	123/120
Speed Rating	S
Ply Rating	10
Load Capacity Single (lbs)	3415
Load Capacity Dual (lbs)	3085
Max Inflation Pressure	80
Weight	58.4
Warranty	50000
Overall Width	11
Tread Depth	16
Revolutions Per Mile	648
UPC	

Other sizes

Search:

Product Specifications

ITEM # 15.16



BRIDGESTONE R268 ECOPIA

Available 2,852 Items

R268 ECOPIA 295/75R22.5 TLBLSTHL16

Article #: 2920

My Part #:

Base Price: $909.58 USD

FET: $34.59 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 2920

Size: 295/75R22.5

Speed Rating: L

Aspect Ratio: 75

TRA: 000

Single Load Index: H

Tread Depth: 21

Construction: Radial

Dual Load Index:

Position: Steer

Class: 000

PLY Rating: 16

Run Flat: STA

S/W: BLACKWALL

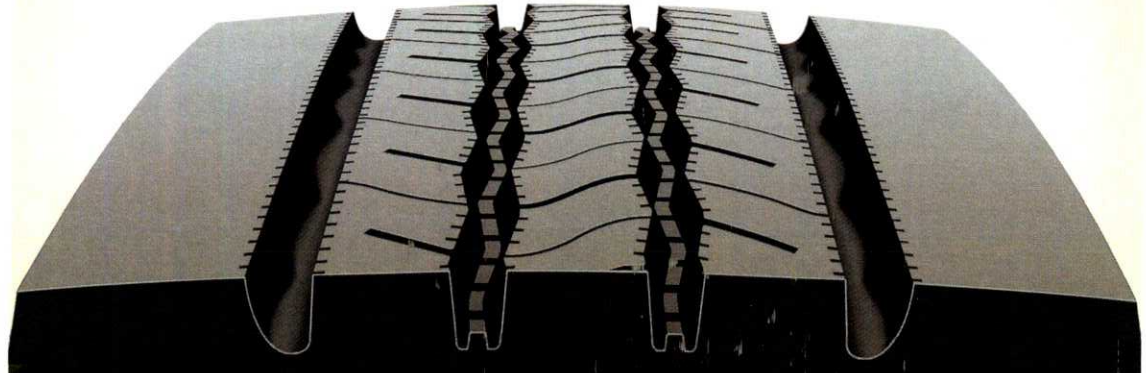
ITEM # 15.17
* CIRCLED BELOW *

BRIDGESTONE
Your Journey, Our Passion

R268™ ECOPIA

Premium All-Position Radial

Designed for Regional Pickup and Delivery Service

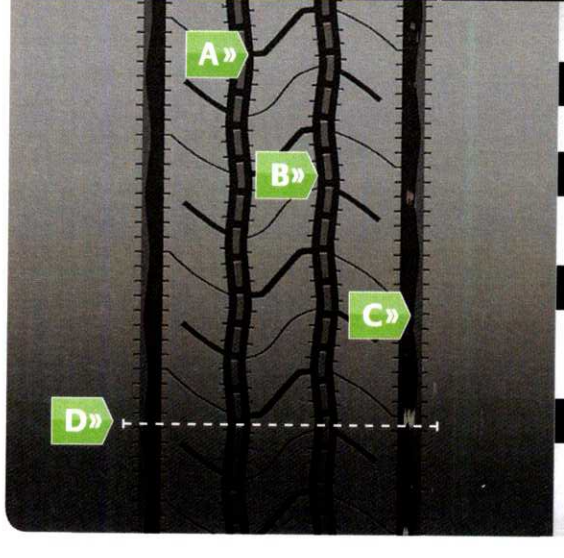


Fuel Efficient* ▪ Long Wear ▪ Outstanding Retreadability

LOWER COSTS. GREENER RETURNS.

The R268 Ecopia™ is an all-position/steer radial that stands up to the rigors of severe, high scrub environments in regional pickup and delivery applications, while offering fuel efficiency benefits too. A unique tread design and protective features in the casing help resist damage from curbing and maneuvering scrub, contributing to long tread life. And because it's a Bridgestone Ecopia, special compounding lowers rolling resistance for fuel efficiency gains. With features like these, you get the benefit of two tires in one. Now that's smart thinking.

R268 Ecopia Innovations



A **Special Groove Shape**
Designed for improved rib tearing resistance.

B **Stone Rejector Platforms**
Help provide resistance to stone drilling in two center grooves to protect belts and enhance casing durability.

C **Waved Channel Design**
A wavy design in the channel reduces groove bottom strain, combating the initiation and spread of irregular wear.

D **Optimized Rib Distribution**
Ribs are uniquely proportioned for added stiffness, which helps reduce irregular wear throughout the footprint.

R268™ Ecopia™ Innovations

High Scrub Tread Compound

Enhances resistance to tread scrubbing, leading to increased tread life.

NanoPro-Tech™ Compound

Patented NanoPro-Tech polymer technology limits energy loss for improved rolling resistance and optimum fuel efficiency.

Wide, Solid Shoulder Ribs

Help deliver enhanced resistance to maneuvering scrub and increased tread life.

R268 Ecopia Is EPA SmartWay® Verified and California Air Resources Board (CARB) Compliant

Sidewall Protector Ribs

Preserve casing durability by fighting curbing damage with thick ribs on both sidewalls.

Wider Belts

Wide belts extend to the shoulder area, which helps to reduce the occurrence of both irregular shoulder wear and casing damage.

Tire Size	Load Range	Article#	Weight (Lbs/Kg)†	Meas. Rim (in.)	Overall Diam. (in./mm)	Overall Width (in./mm)	Overall Width *Loaded* (in./mm)	Static Loaded Radius (in./mm)	Revs Per Mile (rpm/rpk)	Tread Depth (32"/mm)	Max Tire Load Single (Lbs@PSI/Kg@kPa)	Max Tire Load Dual (Lbs@PSI/Kg@kPa)	Max Speed (mph/kph)
295/75R22.5 metric	G	241-592	118 54	8.25	40.3 1024	11.4 290	12.5 318	18.8 478	515 320	21 17	6175@110 2800@760	5675@110 2575@760	75 120
ITEM 15.7 285/75R24.5 metric	G	248-749	122 55	8.25	41.5 1054	11.3 287	12.4 315	19.5 495	501 311	21 17	6175@110 2800@760	5675@110 2575@760	75 120
11R22.5 metric	G	248-783	122 55	8.25	41.5 1054	11.2 285	12.3 312	19.3 490	500 311	21 17	6175@105 2800@720	5840@105 2650@720	75 120
11R22.5 metric	H	248-817	123 56	8.25	41.5 1054	11.2 285	12.3 312	19.3 490	500 311	21 17	6610@120 3000@830	6005@120 2725@830	75 120
11R24.5 metric	G	248-834	131 59	8.25	43.5 1105	11.2 285	12.3 312	20.3 516	477 296	21 17	6610@105 3000@720	6005@105 2725@720	75 120
11R24.5 metric	H	248-868	132 60	8.25	43.6 1107	11.2 285	12.3 312	20.3 516	477 296	21 17	7160@120 3250@830	6610@120 3000@830	75 120

Warranty and additional technical information is available at EcopiaTruckTires.com, or from your dealer or truck stop.

†Estimated, subject to change.

Maximize your Ecopia advantage with FuelTech® retreads – Bridgestone Ecopia truck tires and Bandag FuelTech retreads are designed to work together. Specially engineered compounds promote an eco-friendly solution that continues optimal low rolling resistance from new tire to retread. And with the quality Bridgestone casings are known for, you can confidently extend the life of your new tires to realize a lower total cost of ownership.*

For more information about Bridgestone Ecopia or Bandag FuelTech products, please visit EcopiaTruckTires.com.

BRIDGESTONE

*Based on rolling resistance and field mileage tests, Bridgestone Ecopia and Bandag FuelTech are our most fuel-efficient and lowest total cost of ownership tire and retread solution. Combining proprietary low rolling resistance technology with a quality Bridgestone casing, Ecopia and FuelTech can help reduce fuel use and extend tire life for lower costs and greener returns, when compared to other Bridgestone tires.

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Product Specifications

ITEM # 15.18

BRIDGESTONE M870

Available 1,711 Items

M870 315/80R22.5 TLBLSTLK20

Article #: 249038

My Part #:

Base Price: $1,305.02 USD

FET: $61.43 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 249038

Size: 315/80R22.5

Speed Rating: K

Aspect Ratio: 80

TRA: 000

Single Load Index: L

Tread Depth: 25

Construction: Radial

Dual Load Index:

Position: Steer

Class: 000

PLY Rating: 20

Run Flat: STA

S/W: BLACKWALL

Tread

Welcome, **Breanna Herrin** (#277360 800 HWY 98 COLUMBIA, MS 39429-8255 US) Change

Account Sign Out English (US)

TREADNET

ITEM # 15.19

Product Specifications

ORDERS

SHIPMENTS

DELIVERY RECEIPTS

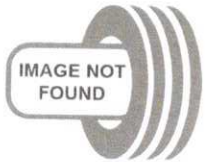
WARRANTY CLAIMS

PURCHASE ORDER

INVOICES & DISPUTES

MARKETING

HELPDESK



BRIDGESTONE M864

Available (537 items)

M864 385/65R22.5 TLBLSTJK18

Article #: 1073

My Part #:

Base Price: $1,425.22 USD

FET: $27.74 USD

Quantity:

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 1073	TRA: 000	Dual Load Index:	Run Flat: STA
Size: 385/65R22.5	Single Load Index: J	Position: Steer	S/W: BLACKWALL
Speed Rating: K	Tread Depth: 23	Class: 000	
Aspect Ratio: 65	Construction: Radial	PLY Rating: 18	

Need Help?

Mon-Fri 7A.M. to 5P.M. CST

Contact Support

1.888.224.4399

support.treadnet@bfusa.com

Corporation

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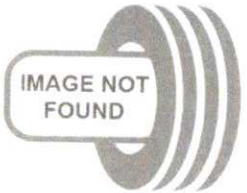
Product Specifications

ITEM #15.20



BRIDGESTONE M870

Available 0 items

M870 425/65R22.5 TLBLSTLK20

Article #: 312

My Part #:

Base Price: $1,584.06 USD

FET: $37.33 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 312

Size: 425/65R22.5

Speed Rating: K

Aspect Ratio: 65

TRA: 000

Single Load Index: L

Tread Depth: 24

Construction: Radial

Dual Load Index:

Position: Steer

Class: 000

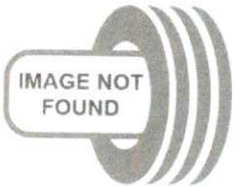
PLY Rating: 20

Run Flat: STA

S/W: BLACKWALL

Product Specifications

ITEM # 15.21



BRIDGESTONE M864 Available 92 Items

M864 445/65R22.5 TLBLSTMK22

Article #: 1074

My Part #:

Base Price: $1,800.84 USD

FET: $43.94 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 1074

Size: 445/65R22.5

Speed Rating: K

Aspect Ratio: 65

TRA: 000

Single Load Index: M

Tread Depth: 23

Construction: Radial

Dual Load Index:

Position: Steer

Class: 000

PLY Rating: 22

Run Flat: STA

S/W: BLACKWALL

Tireweb LIBRARY Specs

Item#15.22

BFGOODRICH - LT245/75R17 E COMMERCIAL T/A ALL-SEASON 2

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BFGoodrich

All-Season Commercial Light Truck tire.

Enlarge Image

Features

- Optimized footprint
- Improved durability
- CoolWedge™ shoulder insert
- M+S Rated

Benefits

- Better distributes stress to increase treadlife and lower operating costs
- Built for the long haul
- Enhances cooling and prolongs tire life
- Reduced downtime

Specifications

Manufacturer Item Number	39532
Make	BFGOODRICH
Model	COMMERCIAL T/A ALL-SEASON 2
Display Name	LT245/75R17 E COMMERCIAL T/A ALL-SEASON 2
Load Range	
UTQG	
Sidewall	BSW
Section Width	245

Aspect Ratio	75
Rim Size	17
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	31.5
Load Rating (Single/Double)	121/118
Speed Rating	R
Ply Rating	10
Load Capacity Single (lbs)	3195
Load Capacity Dual (lbs)	2910
Max Inflation Pressure	80
Weight	45
Warranty	
Overall Width	9.8
Tread Depth	15
Revolutions Per Mile	660
UPC	086699395320

Other sizes

Search:

Tireweb LIBRARY Specs

Item# 15.23

BFGOODRICH - LT275/70R18 E MUD-TERRAIN T/A KM3

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BFGoodrich

Mud-Terrain Passenger Light Truck/SUV tire.

Enlarge Image

Features

- Krawl-Tek compound
- Coreguard Max Technology
- Traction-Armor sidewall sculpture
- Linear flex zone
- Terrain-attack tread design
- Mud-phobic bars

Benefits

- Designed to enhance grip on rock and other slick surfaces
- Helps sidewall splitting and puncturing, thanks to race-proven technology derived from the BFGoodrich® Baja T/A® KR3 tire
- Boosts traction capabilities in mud and soft soil thanks to a notched shoulder design
- Allows the tire to flex and envelop objects in aired-down situations
- Massive tread blocks are designed to deliver incredible grip from any angle of approach
- Release compacted mud for enhanced traction in muddy and soft soil conditions

Specifications

Manufacturer Item Number	10199
Make	BFGOODRICH
Model	MUD-TERRAIN T/A KM3

Display Name	LT275/70R18 E MUD-TERRAIN T/A KM3
Load Range	
UTQG	
Sidewall	RBL
Section Width	275
Aspect Ratio	70
Rim Size	18
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	33.2
Load Rating (Single/Double)	125/122
Speed Rating	Q
Ply Rating	10
Load Capacity Single (lbs)	3640
Load Capacity Dual (lbs)	
Max Inflation Pressure	80
Weight	65.19
Warranty	
Overall Width	11
Tread Depth	18
Revolutions Per Mile	627
UPC	086699101990

BFGoodrich TRAIL-TERRAIN T/A

ITEM # 15.24

All-Weather All-Terrain Passenger Light Truck/SUV tire.

Features

* Rugged all-season tread design with deep circumferential grooves * Full-depth 3D locking sipes * Serrated shoulder design * Chip/tear resistant tread compound * Optimized footprint * M+S Rated * Carries the Three-Peak Mountain Snowflake (3PMSF) symbol * 60,000 Mile Limited Treadwear Warranty * 60-Day Satisfaction Guarantee

Benefits

* Help to quickly channel water away from the contact patch for enhanced grip in wet weather * Provide extra tread-block stability for longer wear * Delivers remarkable soft-soil traction * Allows for confident travel on gravelly roads * Reduces road noise for a smooth, quiet on-road ride * Meets the required performance criteria for Use in Severe Snow Conditions

Tire Specifications

ITEM # 15.24

Current Size

Product Code	Display Name	Load Rating	Speed Rating	Sidewall	Ply Rating	UTQG	Load Capacity[1]	Maximum Inflation[2]	Mileage Warranty	Tread Depth
57310	265/65R18 TRAIL-TERRAIN T/A	114	T	ORWL		660 A A	2601	44	60000	12.5

[1] Load capacity in pounds (lbs) | [2] Maximum inflation pressure in PSI

Other Available Sizes

Product Code	Display Name	Load Rating	Speed Rating	Sidewall	Ply Rating	UTQG	Load Capacity[1]	Maximum Inflation[2]	Mileage Warranty	Tread Depth
12184	235/75R15 XL TRAIL-TERRAIN T/A	109	T	ORWL		660 A A	2271	50	60000	12.5
47940	215/65R16 TRAIL-TERRAIN T/A	98	T	ORWL		660 A A	1653	44	60000	12.5
08179	235/70R16 TRAIL-TERRAIN T/A	106	T	ORWL		660 A A	2094	44	60000	12.5
20333	245/70R16 XL TRAIL-TERRAIN T/A	111	T	ORWL		660 A A	2403	50	60000	12.5
94228	255/70R16 XL TRAIL-TERRAIN T/A	115	T	ORWL		660 A A	2679	50	60000	12.5
10385	265/70R16 TRAIL-TERRAIN T/A	112	T	ORWL		660 A A	2469	44	60000	12.5
06260	225/75R16 XL TRAIL-TERRAIN T/A	108	T	ORWL		660 A A	2205	50	60000	12.5
65907	245/75R16 TRAIL-TERRAIN T/A	111	T	BSW		660 A A	2403	44	60000	12.5
42263	265/75R16 TRAIL-TERRAIN T/A	116	T	ORWL		660 A A	2756	44	60000	12.5
63392	215/60R17 TRAIL-TERRAIN T/A	96	H	BSW		660 A A	1565	51	60000	12.5
58571	225/60R17 TRAIL-TERRAIN T/A	99	H	BSW		660 A A	1709	51	60000	12.5
01727	215/65R17 TRAIL-TERRAIN T/A	99	T	ORWL		660 A A	1709	44	60000	12.5
92893	225/65R17 TRAIL-TERRAIN T/A	102	T	ORWL		660 A A	1874	44	60000	12.5
92193	225/65R17 TRAIL TERRAIN T/A	102	H	BSW			1874	51	60000	12.5
68530	235/65R17 TRAIL-TERRAIIN T/A	104	H	BSW		660 A A	900	51	60000	11
56199	235/65R17 XL TRAIL-TERRAIN T/A	108	T	ORWL		660 A A	2205	50	60000	12.5
01614	245/65R17 XL TRAIL-TERRAIN T/A	111	T	ORWL		660 A A	2403	50	60000	12.5
78163	255/65R17 TRAIL-TERRAIN T/A	110	T	ORWL		660 A A	2337	44	60000	12.5
01542	265/65R17 TRAIL-TERRAIN T/A	112	T	ORWL		660 A A	2469	44	60000	12.5
67462	245/70R17 XL TRAIL-TERRAIN T/A	114	T	ORWL		660 A A	2601	50	60000	12.5
01313	255/70R17 TRAIL-TERRAIN T/A	112	T	ORWL		660 A A	2469	44	60000	12.5
71447	265/70R17 TRAIL-TERRAIN T/A	115	T	ORWL		660 A A	2679	44	60000	12.5
61309	265/70R17 TRAIL-TERRAIN T/A	115	S	BSW		660 A A	2679	51	50000	11
08164	P285/70R17 TRAIL-TERRAIN T/A	117	T	ORWL		660 A B	2833	44	60000	12.5
06073	245/75R17 TRAIL-TERRAIN T/A	112	T	ORWL		660 A A	2469	44	60000	12.5
09544	255/75R17 TRAIL-TERRAIN T/A	115	T	ORWL		660 A A	2679	44	60000	12.5

Product Specifications

ITEM # 15.25

BRIDGESTONE V-STL ULTRA TRACTN DE2 Available

VUT DE2 365/80R20 TLEL2STI*

Article #: 424757

My Part #:

Base Price: $1,600.01 USD

FET: $0.00 USD

Quantity:

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 424757
Size: 365/80R20
Speed Rating:
Aspect Ratio: 80

TRA: 000
Single Load Index:
Tread Depth: 26
Construction: Radial

Dual Load Index:
Position: Steer
Class: 000
PLY Rating: 1* RATING

Run Flat: STA
S/W: E2/L2 EARTHMOVER/LOADER

Tireweb LIBRARY Specs

Item# 15.26

BFGOODRICH - LT275/65R18 E ALL-TERRAIN T/A KO3

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BFGoodrich

All-Weather All-Terrain Passenger Light Truck/SUV tire.

Enlarge Image

Features

- Aggressive tread design and open shoulder
- M+S Rated
- Carries the Three-Peak Mountain Snowflake (3PMSF) symbol
- 50,000 Mile Treadwear Limited Warranty

Benefits

- Provide superior traction in rain, mud and light snow
- Maximum load carrying capacity and durability
- Meets the required performance criteria for Use in Severe Snow Conditions

Specifications

Manufacturer Item Number	03069
Make	BFGOODRICH
Model	ALL-TERRAIN T/A KO3
Display Name	LT275/65R18 E ALL-TERRAIN T/A KO3
Load Range	
UTQG	
Sidewall	RWL

Section Width	275
Aspect Ratio	65
Rim Size	18
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	32.1
Load Rating (Single/Double)	123/120
Speed Rating	S
Ply Rating	10
Load Capacity Single (lbs)	3415
Load Capacity Dual (lbs)	3085
Max Inflation Pressure	80
Weight	58.4
Warranty	50000
Overall Width	11
Tread Depth	16
Revolutions Per Mile	648
UPC	

Other sizes

Search:

Tireweb LIBRARY Specs

Item# 15.27

MICHELIN - 275/65R18 PRIMACY XC

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MICHELIN

All-Season Passenger Light Truck/SUV and Crossover tire.

Enlarge Image

Features

- MICHELIN® Comfort Control Technology™
- Low rolling resistance
- Rugged good looks
- M+S Rated
- 40,000 Mile Manufacturer's Treadwear Limited Warranty (Speed Rating-H/R)
- 55,000 Mile Manufacturer's Treadwear Limited Warranty (Speed Rating-T)
- ZP (Zero Pressure) tires - the maximum mileage warranty for ZP tires is 30,000 miles
- MICHELIN® tires Standard Manufacturer's Limited Warranty

Benefits

- Reduces vibrations and road noise for a quieter, more comfortable ride
- For fuel efficiency and reduced CO2 emissions

Specifications

Manufacturer Item Number	73594
Make	MICHELIN
Model	PRIMACY XC
Display Name	275/65R18 PRIMACY XC

Load Range	SL
UTQG	480 A A
Sidewall	BSW
Section Width	275
Aspect Ratio	65
Rim Size	18
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	32.1
Load Rating (Single/Double)	116
Speed Rating	T
Ply Rating	
Load Capacity Single (lbs)	2756
Load Capacity Dual (lbs)	
Max Inflation Pressure	51
Weight	37.96
Warranty	55000
Overall Width	10.9
Tread Depth	10
Revolutions Per Mile	648
UPC	086699735942

Item # 15.28

BFGoodrich® ROUTE CONTROL® S 19.5”

Take control in navigating the urban environment and regional roads with confidence. The new BFGoodrich® Route Control® S takes on all season conditions with its M+S characteristics and provides smooth wear through its micro sipes along groove edges. Resilient sidewall/shoulder helps resist shocks and impacts from curbing.

CONQUERS THE CURBS
- Bump and bruise resistant

FIGHTS IRREGULAR WEAR
- Smooth, even-wearing tread

RETREADABILITY COMES STANDARD
- Multiple lives

5 YEAR (1)
5 Year / 2-Retread Manufacturer's Limited Casing Guarantee

Application	Highway	Regional	Urban	Coach/ Bus	On/ Off-Road
Position	Steer	Drive	Trailer		

■ Recommended Application ■ Acceptable Application

Size	Load Range	Catalog Number	Tread Depth	Max. Speed (2)		Loaded Radius		Overall Diameter		Overall Width (3)		Approved Wheels (Measuring wheel listed first)	Min. Dual Spacing (3)		Revs Per Mile	Max. Load Per Tire Single				Max. Load Per Tire Dual			
			32nds	mph	km/h	in.	mm.	in.	mm.	in.	mm.		in.	mm.		lbs.	psi	kg.	kPa	lbs.	psi	kg.	kPa
225/70R19.5	G	21717	15	87	140	15.1	383	32.2	817	8.8	224	6.75, 6.00	10.0	254	643	3970	110	1800	760	3750	110	1700	760
245/70R19.5	H	69107	16	75	120	15.5	393	35.3	847	9.6	244	7.50, 6.75	10.9	276	623	4940	120	2240	825	4675	120	2120	825

Note: Wheel listed first is the measuring wheel.
(1) 5 Year / 2-Retread Limited Casing Guarantee when retreaded by an authorized Michelin Retread Technologies (MRT) Dealer or an Oliver Retread dealer. See www.bfgoodrichtrucktires.com for more information.
(2) Exceeding the lawful speed limit is neither recommended nor endorsed.
(3) Tire section widths and overall widths will change 0.1 inch (2.5 mm) for each 1/4 inch change in wheel width. Minimum dual spacing should be adjusted accordingly.
BFGoodrich® tires are subject to a continuous development program. BFGoodrich® Commercial Truck Tires reserves the right to change product specifications at any time without notice or obligation. MNA, Inc. continually updates its product information to reflect any changes in Industry Standards. Printed material may not reflect the current Load and Inflation information. Please visit www.bfgoodrichtrucktires.com for the latest product information. The actual load and inflation pressure used must not exceed the wheel manufacturer's maximum conditions. Never exceed a wheel manufacturer's limits without permission from the component manufacturer.

» Take control today at BFGoodrichTruckTires.com

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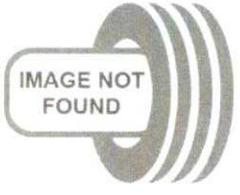
BFGoodrich® Tires

Product Specifications

ITEM # 16.1



FIRESTONE ALL SEASON

Available 388 Items

ALL SEASON 225/65R16 TLBLPS100T

Article #: 4046

My Part #:

Base Price: $134.50 USD

FET: $0.00 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 4046

Size: 225/65R16

Speed Rating: T

Aspect Ratio: 65

TRA: 000

Single Load Index: 100

Tread Depth: 10

Construction: Radial

Dual Load Index:

Position: Steer

Class: 000

PLY Rating:

Run Flat: STA

S/W: BLACKWALL

Tireweb Specs LIBRARY

ITEM # 16.2

FIRESTONE - 225/65R17 DESTINATION LE2

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Firestone

All-Season Passenger Light Truck/SUV and CUV tire.

Enlarge image

Features

- Continuous closed shoulder blocks
- Optimized noise sequencing
- Wide circumferential grooves, zigzag sipes, sweeping slots
- Stepped inside notches
- 60,000 Mile Limited Treadwear Warranty
- 90-Day Buy and Try Guarantee

Benefits

- Help with dry performance and wear life
- For a quieter ride
- Help channel water away from the tread to improve wet performance
- For winter performance

Specifications

Manufacturer Item Number	006578
Make	FIRESTONE
Model	DESTINATION LE2
Display Name	225/65R17 DESTINATION LE2
Load Range	SL
UTQG	520 A B

Sidewall	BSW
Section Width	225
Aspect Ratio	65
Rim Size	17
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	28.5
Load Rating (Single/Double)	102
Speed Rating	H
Ply Rating	
Load Capacity Single (lbs)	1874
Load Capacity Dual (lbs)	
Max Inflation Pressure	44
Weight	25.35
Warranty	60000
Overall Width	9
Tread Depth	10
Revolutions Per Mile	708
UPC	092971288822

Other sizes

Product Specifications

ITEM 16.3

FIRESTONE TRANSFORCE AT2

Available 80 Items

TRANSFORCE AT2 225/70R19.5 TLBLSTGN14

Article #: 4196

My Part #:

Base Price: $618.65 USD

FET: $4.44 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 4196

Size: 225/70R19.5

Speed Rating: N

Aspect Ratio: 70

TRA: 000

Single Load Index: G

Tread Depth: 18

Construction: Radial

Dual Load Index:

Position: Steer

Class: 000

PLY Rating: 14

Run Flat: STA

S/W: BLACKWALL

Tireweb LIBRARY Specs

ITEM16.4

FIRESTONE - LT265/70R17 E TRANSFORCE AT2

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Firestone

All-Season All-Terrain Passenger Light Truck/SUV tire.

Enlarge Image

Features

- Chip and tear resistant compound
- Deeper tread features
- Pattern features combined with an innovative tread-to-road contact footprint
- Gold Pledge Limited Warranty
- 90-Day Buy and Try Guarantee

Benefits

- Tough enough to deal with rough road conditions like gravel
- Improves wet and snow traction
- Help retain performance for longer over the course of the tire service life

Specifications

Manufacturer Item Number	013868
Make	FIRESTONE
Model	TRANSFORCE AT2
Display Name	LT265/70R17 E TRANSFORCE AT2
Load Range	
UTQG	
Sidewall	BSW

Section Width	265
Aspect Ratio	70
Rim Size	17
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	
Load Rating (Single/Double)	121
Speed Rating	R
Ply Rating	10
Load Capacity Single (lbs)	
Load Capacity Dual (lbs)	
Max Inflation Pressure	
Weight	
Warranty	
Overall Width	
Tread Depth	
Revolutions Per Mile	
UPC	092971337438

Other sizes

Search:

Tireweb Specs LIBRARY

ITEM # 16.5

FIRESTONE - 215/75R17.5 H FS561

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Firestone

Commercial Truck/Bus. Medium-Duty Truck On-Highway All-Position Radial tire Recommended for Steer Applications in Regional Haul and Pickup and Delivery Service.

Enlarge Image

Features

- Tread cap compound and solid shoulder
- Stone rejectors in center grooves
- Sidewall protector ribs
- Innovative sidewall design
- Deep, wide tread
- Rib sipes
- FS561 255/70R22.5 tire is not intended or designed to be used in trailer applications, particularly severe service applications

Benefits

- Enhance resistance to maneuvering scrub, increasing tread life
- Help provide resistance to stone drilling and protect belts for enhanced casing durability
- Help protect the casing from cuts, snags and abrasions due to curbing and impact
- Reduces overall weight to improve fuel efficiency
- Increases original tread life and spreads load over a larger area to promote long, even wear
- Cut through water for solid wet traction

Specifications

Manufacturer Item Number	248511
Make	FIRESTONE
Model	FS561
Display Name	215/75R17.5 H FS561
Load Range	
UTQG	
Sidewall	BSW
Section Width	215
Aspect Ratio	75
Rim Size	17.5
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	30.7
Load Rating (Single/Double)	
Speed Rating	
Ply Rating	16
Load Capacity Single (lbs)	4805
Load Capacity Dual (lbs)	4540
Max Inflation Pressure	120
Weight	66
Warranty	

Overall Width	8.8
Tread Depth	16
Revolutions Per Mile	665
UPC	

Other sizes

Search:

Item Number	Display name	Load Rating	Speed Rating	Ply Rating	UTQG
248579	10R22.5 F FS561		L	12	
248596	10R22.5 G FS561		L	14	
248307	11R22.5 G FS561		L	14	
248341	11R22.5 H FS561			16	
005420	11R22.5 H FS561			16	
248324	11R22.5 H FS561		L	16	
248358	11R24.5 G FS561		L	14	
248375	11R24.5 H FS561		L	16	
005421	11R24.5 H FS561			16	
248494	12R22.5 H FS561		L	16	

ITEM # 10.10

FIRESTONE — 215/75R15 DESTINATION LE3

email

Firestone

All-Season Passenger SUV/CUV tire. Outline White Letter (OWL) Sidewall or Black Sidewall (BSW) depending on Size.

FEATURES

- Tractiontech Technology including full-depth read design and new, advanced rubber compounds
- HydroGrip Technology with an improved tread pattern including open shoulder slots and full-depth tread design
- Newly enhanced tread design with full-depth, 3D sipes
- 70,000 Mile Limited Treadwear Warranty
- 90 Day Buy & Try Guarantee

BENEFITS

- Provides more consistent wear over longer tire life
- For enhanced water evacuation from contact patch under wet conditions
- For enhanced snow traction and improved performance throughout the tire's limited warranty

Outline White Letter (OWL)

Black Sidewall (BSW)

Specifications

Manufacturer Item Number

005343

Make

FIRESTONE

Model

DESTINATION LE3

Display Name

215/75R15 DESTINATION LE3

GM Code

19426333

Load Range

SL

UTQG

700 A B

Sidewall

OWL

Section Width

215

Aspect Ratio

75

Rim Size

15

Overall Diameter

27.7

Load Rating (Single/Double)

100

Speed Rating

T

Load Capacity Single

1764 lbs

Max Inflation Pressure

44 psi

Weight

24.55 lbs

Approved Rim Width

5.5-7.0

Measuring Rim Width

6.0

Overall Width

8.5

Tread Depth

10

Revolutions Per Mile

753 rpm

Warranty

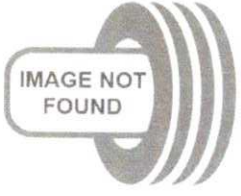
70000 miles

UPC

092971307318

Product Specifications

ITEM # 16.7



FIRESTONE TRANSFORCE HT2

Available 2,189 Items

TRANSFORCE HT2 LT235/85R16 TLBLPS120RE

Article #: 2759

My Part #:

Base Price: $200.50 USD

FET: $0.00 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 2759

Size: LT235/85R16

Speed Rating: R

Aspect Ratio: 85

TRA: 000

Single Load Index: 120

Tread Depth: 15

Construction: Radial

Dual Load Index: 116

Position: Steer

Class: 000

PLY Rating: E

Run Flat: STA

S/W: BLACKWALL

Tireweb Specs LIBRARY

ITEM # 16.8

FIRESTONE - 245/70R17 DESTINATION LE3

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Firestone

All-Season Passenger SUV/CUV tire. Outline White Letter (OWL) Sidewall or Black Sidewall (BSW) depending on Size.

Enlarge Image

Features

- Tractiontech Technology including full-depth read design and new, advanced rubber compounds
- HydroGrip Technology with an improved tread pattern including open shoulder slots and full-depth tread design
- Newly enhanced tread design with full-depth, 3D sipes
- 70,000 Mile Limited Treadwear Warranty
- 90 Day Buy & Try Guarantee

Benefits

- Provides more consistent wear over longer tire life
- For enhanced water evacuation from contact patch under wet conditions
- For enhanced snow traction and improved performance throughout the tire's limited warranty

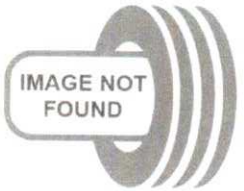
Specifications

Manufacturer Item Number	005369
Make	FIRESTONE

Model	DESTINATION LE3
Display Name	245/70R17 DESTINATION LE3
Load Range	SL
UTQG	700 A B
Sidewall	OWL
Section Width	245
Aspect Ratio	70
Rim Size	17
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	30.6
Load Rating (Single/Double)	110
Speed Rating	T
Ply Rating	
Load Capacity Single (lbs)	2337
Load Capacity Dual (lbs)	
Max Inflation Pressure	44
Weight	32
Warranty	70000
Overall Width	9.8
Tread Depth	10
Revolutions Per Mile	682

Product Specifications

ITEM # 16.9



FIRESTONE TRANSFORCE HT2

Available 6,160 Items

TRANSFORCE HT2 LT245/75R16 TLBLPS120RE

Article #: 2761

My Part #:

Base Price: $192.00 USD

FET: $0.00 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 2761

Size: LT245/75R16

Speed Rating: R

Aspect Ratio: 75

TRA: 000

Single Load Index: 120

Tread Depth: 14

Construction: Radial

Dual Load Index: 116

Position: Steer

Class: 000

PLY Rating: E

Run Flat: STA

S/W: BLACKWALL

Tireweb Specs LIBRARY

ITEM # 16.10

FIRESTONE - 275/65R18 DESTINATION LE3

Share via Email

Firestone

All-Season Passenger SUV/CUV tire. Outline White Letter (OWL) Sidewall or Black Sidewall (BSW) depending on Size.

Enlarge Image

Features

- Tractiontech Technology including full-depth read design and new, advanced rubber compounds
- HydroGrip Technology with an improved tread pattern including open shoulder slots and full-depth tread design
- Newly enhanced tread design with full-depth, 3D sipes
- 70,000 Mile Limited Treadwear Warranty
- 90 Day Buy & Try Guarantee

Benefits

- Provides more consistent wear over longer tire life
- For enhanced water evacuation from contact patch under wet conditions
- For enhanced snow traction and improved performance throughout the tire's limited warranty

Specifications

Manufacturer Item Number	005392
Make	FIRESTONE

Model	DESTINATION LE3
Display Name	275/65R18 DESTINATION LE3
Load Range	SL
UTQG	700 A B
Sidewall	OWL
Section Width	275
Aspect Ratio	65
Rim Size	18
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	32.1
Load Rating (Single/Double)	116
Speed Rating	T
Ply Rating	
Load Capacity Single (lbs)	
Load Capacity Dual (lbs)	
Max Inflation Pressure	
Weight	38
Warranty	70000
Overall Width	11.4
Tread Depth	10
Revolutions Per Mile	649

Tireweb Specs
LIBRARY

ITEM # 16.11

FIRESTONE - P285/70R17 DESTINATION A/T2

Share via Email

Firestone

All-Weather All-Terrain Passenger Light Truck/SUV tire.

Enlarge Image

Features

- Aggressive shoulder tread pattern
- Full-depth interlocking 3D sipe technology
- Increased surface and see-through void
- Carries the Three-Peak Mountain Snowflake (3PMSF) symbol
- 55,000 Mile/90,000 km Limited Treadwear Warranty
- 90-Day Buy and Try Guarantee

Benefits

- Helps to improve off-road handling
- Helps to provide even wear and consistent performance through the limited mileage warranty
- Helps to improve water evacuation to improve wet stopping and handling
- Meets the required performance criteria for Use in Severe Snow Conditions

Specifications

Manufacturer Item Number	014468
Make	FIRESTONE
Model	DESTINATION A/T2
Display Name	P285/70R17 DESTINATION A/T2

Load Range	SL
UTQG	540 A B
Sidewall	OWL
Section Width	285
Aspect Ratio	70
Rim Size	17
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	32.8
Load Rating (Single/Double)	117
Speed Rating	T
Ply Rating	
Load Capacity Single (lbs)	2833
Load Capacity Dual (lbs)	
Max Inflation Pressure	44
Weight	42.12
Warranty	55000
Overall Width	11.5
Tread Depth	12
Revolutions Per Mile	636
UPC	092971304652

Tireweb LIBRARY Specs

ITEM # 16.12

FIRESTONE - 225/75R15 DESTINATION LE3

Share via Email

Firestone

All-Season Passenger SUV/CUV tire. Outline White Letter (OWL) Sidewall or Black Sidewall (BSW) depending on Size.

Enlarge Image

Features

- Tractiontech Technology including full-depth read design and new, advanced rubber compounds
- HydroGrip Technology with an improved tread pattern including open shoulder slots and full-depth tread design
- Newly enhanced tread design with full-depth, 3D sipes
- 70,000 Mile Limited Treadwear Warranty
- 90 Day Buy & Try Guarantee

Benefits

- Provides more consistent wear over longer tire life
- For enhanced water evacuation from contact patch under wet conditions
- For enhanced snow traction and improved performance throughout the tire's limited warranty

Specifications

Manufacturer Item Number	005344
Make	FIRESTONE

Model	DESTINATION LE3
Display Name	225/75R15 DESTINATION LE3
Load Range	SL
UTQG	700 A B
Sidewall	OWL
Section Width	225
Aspect Ratio	75
Rim Size	15
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	28.3
Load Rating (Single/Double)	102
Speed Rating	T
Ply Rating	
Load Capacity Single (lbs)	1874
Load Capacity Dual (lbs)	
Max Inflation Pressure	44
Weight	25.65
Warranty	70000
Overall Width	8.8
Tread Depth	10
Revolutions Per Mile	736

Tireweb Specs LIBRARY

ITEM 16.13

FIRESTONE - 235/70R16 DESTINATION LE3

Share via Email

Firestone

All-Season Passenger SUV/CUV tire. Outline White Letter (OWL) Sidewall or Black Sidewall (BSW) depending on Size.

Enlarge Image

Features

- Tractiontech Technology including full-depth read design and new, advanced rubber compounds
- HydroGrip Technology with an improved tread pattern including open shoulder slots and full-depth tread design
- Newly enhanced tread design with full-depth, 3D sipes
- 70,000 Mile Limited Treadwear Warranty
- 90 Day Buy & Try Guarantee

Benefits

- Provides more consistent wear over longer tire life
- For enhanced water evacuation from contact patch under wet conditions
- For enhanced snow traction and improved performance throughout the tire's limited warranty

Specifications

Manufacturer Item Number	005338
Make	FIRESTONE

Model	DESTINATION LE3
Display Name	235/70R16 DESTINATION LE3
Load Range	SL
UTQG	700 A B
Sidewall	OWL
Section Width	235
Aspect Ratio	70
Rim Size	16
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	29
Load Rating (Single/Double)	106
Speed Rating	T
Ply Rating	
Load Capacity Single (lbs)	2094
Load Capacity Dual (lbs)	
Max Inflation Pressure	44
Weight	29.11
Warranty	70000
Overall Width	9.5
Tread Depth	10
Revolutions Per Mile	719

Tireweb Specs LIBRARY

ITEM#16.14

FIRESTONE - 265/70R16 DESTINATION LE3

Share via Email

Firestone

All-Season Passenger SUV/CUV tire. Outline White Letter (OWL) Sidewall or Black Sidewall (BSW) depending on Size.

Enlarge Image

Features

- Tractiontech Technology including full-depth read design and new, advanced rubber compounds
- HydroGrip Technology with an improved tread pattern including open shoulder slots and full-depth tread design
- Newly enhanced tread design with full-depth, 3D sipes
- 70,000 Mile Limited Treadwear Warranty
- 90 Day Buy & Try Guarantee

Benefits

- Provides more consistent wear over longer tire life
- For enhanced water evacuation from contact patch under wet conditions
- For enhanced snow traction and improved performance throughout the tire's limited warranty

Specifications

Manufacturer Item Number	005354
Make	FIRESTONE

Model	DESTINATION LE3
Display Name	265/70R16 DESTINATION LE3
Load Range	SL
UTQG	700 A B
Sidewall	OWL
Section Width	265
Aspect Ratio	70
Rim Size	16
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	30.6
Load Rating (Single/Double)	112
Speed Rating	T
Ply Rating	
Load Capacity Single (lbs)	2469
Load Capacity Dual (lbs)	
Max Inflation Pressure	44
Weight	35
Warranty	70000
Overall Width	10.7
Tread Depth	10
Revolutions Per Mile	680

Tireweb Specs LIBRARY

ITEM # 16.15

FIRESTONE - 245/70R17 DESTINATION LE3

Share via Email

Firestone

All-Season Passenger SUV/CUV tire. Outline White Letter (OWL) Sidewall or Black Sidewall (BSW) depending on Size.

Enlarge image

Features

- Tractiontech Technology including full-depth read design and new, advanced rubber compounds
- HydroGrip Technology with an improved tread pattern including open shoulder slots and full-depth tread design
- Newly enhanced tread design with full-depth, 3D sipes
- 70,000 Mile Limited Treadwear Warranty
- 90 Day Buy & Try Guarantee

Benefits

- Provides more consistent wear over longer tire life
- For enhanced water evacuation from contact patch under wet conditions
- For enhanced snow traction and improved performance throughout the tire's limited warranty

Specifications

Manufacturer Item Number	005369
Make	FIRESTONE

Model	DESTINATION LE3
Display Name	245/70R17 DESTINATION LE3
Load Range	SL
UTQG	700 A B
Sidewall	OWL
Section Width	245
Aspect Ratio	70
Rim Size	17
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	30.6
Load Rating (Single/Double)	110
Speed Rating	T
Ply Rating	
Load Capacity Single (lbs)	2337
Load Capacity Dual (lbs)	
Max Inflation Pressure	44
Weight	32
Warranty	70000
Overall Width	9.8
Tread Depth	10
Revolutions Per Mile	682

Tireweb LIBRARY Specs

FIRESTONE - LT285/70R17 E TRANSFORCE HT2

Share via Email

Firestone

All-Season Highway-Terrain Passenger and Commercial Light Truck tire.

Enlarge Image

Features

- Optimized tire profile
- Saw tooth edge siping
- Full depth lateral slots
- Chip and tear resistant tread design
- Gold Pledge Limited Warranty
- 90-Day Buy and Try Guarantee

Benefits

- Help improve uneven wear, even with heavy loads
- Provide biting edges in snow while maintaining block stiffness
- Provide water evacuation to help reduce the risk of hydroplaning and deliver solid traction in wet conditions while maintaining a quiet ride

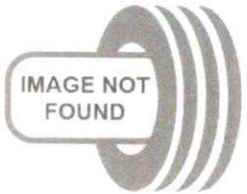
Specifications

Manufacturer Item Number	004371
Make	FIRESTONE
Model	TRANSFORCE HT2
Display Name	LT285/70R17 E TRANSFORCE HT2

Load Range	
UTQG	
Sidewall	BSW
Section Width	285
Aspect Ratio	70
Rim Size	17
Inch Width	
Diameter	
Metric Rim Diameter	
Overall Diameter	32.8
Load Rating (Single/Double)	121/118
Speed Rating	R
Ply Rating	10
Load Capacity Single (lbs)	3195
Load Capacity Dual (lbs)	2910
Max Inflation Pressure	80
Weight	49.52
Warranty	
Overall Width	11.5
Tread Depth	16
Revolutions Per Mile	636
UPC	092971288877

Product Specifications

ITEM # 16.17



FIRESTONE WINTERFORCE 2

Available 28 Items

WINTERFORCE 2 P205/75R15 TLBLPS97S

Article #: 148980

My Part #:

Base Price: $145.50 USD

FET: $0.00 USD

Quantity:

QTY

Total:

$0 USD

SEE DELIVERY FORECAST

Specs

Article #: 148980
Size: P205/75R15
Speed Rating: S
Aspect Ratio: 75

TRA: 000
Single Load Index: 97
Tread Depth: 12
Construction: Radial

Dual Load Index:
Position: Steer
Class: 000
PLY Rating:

Run Flat: STA
S/W: BLACKWALL

Line Item # 14.1, 14.4, 14.6, 14.7

ADJUSTMENT CLAIM PROCEDURE

Please use the Alliance Limited Warranty Claim Form for all warranty tire claims. Please contact OE Warranty Department to obtain claim form. This form supersedes all prior Alliance claim forms. The claim procedure is:

Complete the claim form entirely. Use additional tab for each claim tire.

1. Take the following required photos (JPEG format, 15mb or smaller – using a digital camera that will save the photos in this format) for each tire claimed:
    a. Picture of the whole tire,
    b. Picture of the tread,
    c. Picture of the serial number (and DOT if applicable),
    d. Pictures of the areas of the condition including one of the inner liner at the damage area. (Please note that a minimum of two (2) photos of the defect are required.)
2. Submit the completed claim form, photos, and invoice via email for processing. If email is not possible, please fax completed claim form, photos, and invoice.
3. Claims received in good order with the photos and invoice will be processed within 1-2 business days.
4. Processing of claims not received in good order will be delayed, and we will notify you of the deficiency in documentation.
5. For questions regarding claims or claims processing, please contact:

OE Warranty Customer Service Manager

Tel: (800) 343-3276 Ext. 230

Fax: (781) 321-1688

Email: oeclaims@atgtire.com

ATG
ALLIANCE TIRE GROUP

For more warranty information, the owner or dealer may contact:

Canada and U.S.A:

ALLIANCE TIRE AMERICAS, INC
201 Edgewater Drive, Suite 285
Wakefield, MA 01880
Monday – Friday 8:00 AM – 5:00 PM EST

Tel: (800) 343-3276 Ext. 230
Fax: (781) 321-1688
E-mail: oeclaims@atgtire.com
Web: www.atgtire.com

APL016 - V1

ATG
ALLIANCE TIRE GROUP

GALAXY / PRIMEX / CONSTELLATION
OE LIMITED WARRANTY

This limited warranty applies to all Galaxy, Priomex and Constellation tires eligible for warranty in normal service, displaying “Adjustable Conditions”, as described below. This warranty is valid only in North America.

ELIGIBILITY

This limited warranty shall apply only to Galaxy/Primex/Constellation tires, which conform to all terms, and conditions set forth below (an “Eligible Tire”).

1. Tires that bear the “Galaxy/Primex/Constellation” names and a serial numbers; *and*
2. Tires that are not marked “non Adjustable” or “Not ADJ” or “NA”; *and*
3. Tires that are within age limits (see below) for adjustment consideration; *and*
4. Tires with at least 2/32 of tread remaining; *and*
5. Tires used in accordance with the recommendations of vehicle manufactures, and the maintenance and safety recommendations of the tire manufacturer’s in normal service; *and*
6. Only the original purchaser of the tire is entitled to compensation under this warranty.

ALLIANCE

ADJUSTMENT CONDITION

A tire shall be regarded as being in "Adjustable Condition" only if:

1. Workmanship and Materials Defects
   - That tire becomes unusable due to a condition or conditions under the manufacturer's control; *and*
   - That tire becomes unserviceable or non-repairable per Rubber Manufacturer Association (RMA) standards; *and*
   - Damage caused to a tire due to normal use of the tire on a vehicle for the purpose intended by the manufacturer of the vehicle for said vehicle and for the purpose intended by the manufacturer of the tire
2. Field Hazard and Stubble Damage
   - A tire that becomes unserviceable due to field hazards or stubble damage will be replaced for the original owner on a pro rata basis provided the tire was not used in any manner other than originally specified by Alliance, or as described below regarding non-adjustable conditions.
3. Adjustment consideration shall be based on the purchase date of the tire, if proof of purchase in the form of a valid invoice exists. If proof of purchase is not available, adjustment consideration will be based on the date of manufacture of the tire which is molded into the sidewall of the tire.

GALAXY, PRIMEX OR CONSTELLATION TIRES TERMS AND PRO RATA

The Galaxy, Primex and Constellation limited warranty is for 5 years.

Galaxy tires that are worn less than 25%, and deemed in "Adjustable Condition" will be replaced without charge excluding mounting and service charges.

Primex or Constellation tires that are worn less than 10% or 2/32" whichever occurs first and deemed in "Adjustable Condition" will be replaced without charge excluding mounting and service charges.

After the free replacement period any adjustment will be based on the remaining tread depth less 2/32" (unusable rubber).

NON-ADJUSTABLE CONDITION (EXAMPLES ONLY)

The following are examples (only) for Non-Adjustable conditions, which shall not entitle the owner of an "Eligible Tire" to any sort of compensation:

1. Damage caused to a tire due to fire, accident, vandalism, mechanical defects, improper installation/service, or use of improper wheel or rim.
2. Tires that become unserviceable due to abusive driving such as over speeding, driving contests, pulling contests, competitive driving, logging, or any kind of use not in full accordance with the intended use of the vehicle and the recommendations of the vehicle manufacturers and with the usage and maintenance recommendations for said tire.
3. Damage caused by neglect or by abuse or by mismatching of adjacent tires, misalignment, runflat, improper inflation, improper operation of vehicle, over speeding, over loading, improper repair, insertion of sealant, or petroleum damage, etc.
4. Improper storage, chain damage, excessive heat/cold conditions or alteration of appearance or structure of tire.
5. Tread wear out, or tire failure resulting from spinning, use of damaged rim or mismatching rim, rim slip, or tire/wheel assembly imbalance.
6. Damaged or broken beads due to non-RMA approved mounting or dismounting procedure.
7. Foam filling in the tire.

FIELD HAZARD AND STUBBLE DAMAGE POLICY

This Field Hazard and Stubble Damage policy only applies to Galaxy R-1W tires and tires made with "Stubble Guard".

This policy adjustment is good for 3 years and does not imply that a failure cannot occur to a tire.

After the end of the 3rd year the coverage for this policy expires.

Service From Date of Purchase or Date of Manufacture	**FIELD HAZARD & STUBBLE DAMAGE** Amount of Credit Toward The Cost of a Replacement Tire as Percentage of Original Purchase Price of Tire
Year 1	75%
Year 2	50%
Year 3	25%

GENERAL TERMS

1. Tire warranty determinations and decisions on claims are final.
2. There are no other warranties, expressed or implied, (including but not limited to warranties of fitness for a particular purpose or merchantability) on the tires, and no representative or dealer has the authority to make any representation, promise or agreement, implying otherwise, except as stated herein.
3. Compensation according to this warranty is limited, shall be paid only in accordance with The Limited Warranty Procedure; and shall not, under any circumstances, exceed the tire purchase price.
4. This Warranty does not cover, nor does it extend to, special, consequential, incidental, punitive or exemplary damages of any sort; or to inconvenience or loss of time or vehicle use; or bodily harm or death; or towing, mounting or sevice costs; even if advised of the possibility of such loss damages.*

** Some states do not allow the exclusion or limitation of incidental or consequential damages. In those states, the above limitations may not apply.*

[THE GOODYEAR TIRE & RUBBER COMPANY] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2024-18

New Tires, Retread, and Flat Repair Services

RESPONSE DEADLINE: September 24, 2024 at 3:00 pm

Report Generated: Wednesday, October 2, 2024

The Goodyear Tire & Rubber Company Response

CONTACT INFORMATION

Company:
The Goodyear Tire & Rubber Company

Email:
dustinturner@goodyear.com

Contact:
Dustin Turner

Address:
200 Innovation Way
Akron, OH 44316

Phone:
N/A

Website:
www.goodyearctsc.com

Submission Date:
Sep 18, 2024 5:32 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Attach a copy of your company's insurance certificate.*

Pass

Please attach the insurance certificate

City_of_Edinburg-570107671291.pdf
COI_City_of_Edinburg_(2024-25).pdf

2. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE_-_Complete.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM_-_Complete.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_-_Signed.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
Pass

HB 89

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

HOUSE_BILL_89_VERIFICATION_-_Signed.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

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...

SENATE_BILL_13_VERIFICATION_-_Signed.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
Pass

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...

SENATE_BILL_19_VERIFICATION_-_Signed.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Pass

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...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT_-_Signed.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
Pass

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/ .

CIQ_-_Signed.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
Pass

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/.

Confirmed

3. Specification Forms

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT_I_-_STEERING_AXL...

ATTACHMENT_I_-_STEERING_AXLE_TIRES_-_Initialed.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT_II_-_DRIVE_AXLE_...

ATTACHMENT_II_-_DRIVE_AXLE_TIRES_-_Initialed.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT_III_-_TIRE_RETRE...

ATTACHMENT_III_-_TIRE_RETREAD_-_Initialed.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT_IV_-_CONSTRUCTIO...

ATTACHMENT_IV_-_CONSTRUCTION,_AG,_AND_IMPLEMENT_TIRES_-_Initialed.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT_V_-_SPECIALTY_TI...

ATTACHMENT_V_-_SPECIALTY_TIRES_(FIRE_EMERGENCY_SERVICES)_-_Initialed.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT_VI_-_SPECIALTY_T...

ATTACHMENT_VI_-_SPECIALTY_TIRES_(PICK_UP_TRUCKS)_-_Initialed.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT_VII_-_SERVICE_CA...

ATTACHMENT_VII_-_SERVICE_CALLS_-_Initialed.pdf

PLEASE ATTACH ANY OTHER DOCUMENTS THAT ARE DEEMED NECESSARY FOR THIS BID.
Pass

Merged_Bid_Documents.pdf

PRICE TABLES

STEER AXLE TIRES

Tires must be an All Position or Steering Optimized Radial; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT I FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
11.1	62	11R22.5		$394.06	$25.00	$18.00	N/A	Goodyear H MARATHON RSA Code: 138179737	Goodyear
11.2	80	315/80R22.5		$495.91	$25.00	$18.00	N/A	Goodyear L G289 WHA Code: 756141613	Goodyear
11.3	8	385/65R22.5		$808.86	$25.00	$18.00	N/A	Goodyear ARMOR MAX MSA Code: 756513897	Goodyear
11.4	8	425/65R22.5		$725.90	$25.00	$18.00	N/A	Goodyear L WORKHORSE MSA Code: 756160689	Goodyear

DRIVE AXLE TIRES

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these

specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION “CITY APPROVED AND ACCEPTANCE LETTER” SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT II FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.1	94	11R22.5		$404.43	$25.00	$18.00	N/A	Goodyear H WORKHORSE MSD Code: 138835691	Goodyear
12.2	1	315/80R22.5		$661.40	$25.00	$18.00	N/A	Goodyear L ENDURANCE TSD Code: 158805643	Goodyear
12.3	1	425/65R22.5		$725.90	$25.00	$18.00	N/A	Goodyear L WORKHORSE MSA Code: 756160689	Goodyear

TIRE RETREAD

RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service; designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that

line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT III FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Casing Cost (New)	Mold Type	Tread Depth & Load Range	Cost Per Section Repair	Turnaround Time	Warranty
13.1	1	11R22.5		$220.00	Goodyear Precure	PCT G177M 27/32nds Code: 254086072	$20.00	7 Days	Goodyear Retread
13.2	1	315/80R22.5		$275.00	Goodyear Precure	PCT G177M 32/32nds Code: 254096073	$20.00	7 Days	Goodyear Retread

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES

All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT IV FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.1	1	2.5-80-18	X	No Bid	$25.00	N/A	N/A		
14.2	1	4-5-24	X	No Bid	$25.00	N/A	N/A		
14.3	2	11L-15SL		$95.00	$12.00	N/A	N/A	Speedways I-1 Farm Service	Speedways
14.4	4	12.5-80.18		$509.60	$25.00	N/A	N/A	AMERICAN 10 BACKHOE F Code: 206101008	Goodyear

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.5	1	13x6.5-6		$25.00	$12.00	N/A	N/A	HI-RUN hr 13/6.50-6/8 turf master	HI-RUN
14.6	1	14.00-24		$765.60	$35.00	N/A	N/A	AMERICAN 16 MINER Code: 206057001	Goodyear
14.7	1	16.9x30		$549.00	$35.00	N/A	N/A	BKT bk 16.9 - 30/dtr135drvr1 tt	BKT
14.8	4	19.5L-24		$878.40	$40.00	N/A	N/A	AMERICAN 12 BACKHOE Code: 206100004	Goodyear
14.9	1	21x7-12		$235.00	$25.00	N/A	N/A	Cropmaster cp 21x7-12	Cropmaster
14.10	1	21x7-18 NMS	X	No Bid	$25.00	N/A	N/A		
14.11	20	23.5R25		$2,834.40	$100.00	N/A	N/A	Goodyear 2X GP2B 4S Code: 153083272	Goodyear
14.12	36	29.5-25		$5,242.40	$110.00	N/A	N/A	Goodyear 28 GRL DL3A Code: 124926628	Goodyear
14.13	1	24x12.00		$95.00	$12.00	N/A	N/A	Deestone 24x12.00 turf tt	Deestone
14.14	1	205/75/15		$95.31	$12.00	N/A	N/A	Goodyear LR-D ENDURANCE Code: 724861519	Goodyear
14.15	1	235/85R16		$119.00	$12.00	N/A	N/A	Goodyear E WRL WORKHORSE HT Code: 131745944	Goodyear

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.16	1	380/85/24		$320.00	$35.00	N/A	N/A	Galaxy 380-85-24 irr	Galaxy
14.17	1	460/85/38	X	No Bid		N/A	N/A		
14.18	1	775/65R29		$5,200.00	$120.00	N/A	N/A	Double Coin 775-65-29 rem 2 emkvre3	Double Coin
14.19	1	ST235/80R16		$130.52	$12.00	N/A	N/A	Goodyear LR-E ENDURANCE Code: 724858519	Goodyear
14.20	1	ST235/85R16		$144.77	$12.00	N/A	N/A	Goodyear LR-E ENDURANCE Code: 724860519	Goodyear
14.21	1	875/65R29	X	No Bid		N/A	N/A		

SPECIALTY TIRES “FIRE EMERGENCY SERVICES”

Each proposed tire must be specifically designed and rated for FIRE SERVICE USE. For safety reasons, the EDINBURG FIRE DEPARMENT will ONLY CONSIDER MICHELIN TIRES or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, this department will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than MICHELIN TIRES, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under NFPA 1911 and/or TRUCK MANUFACTURER for “FIRE EMERGENCY RESPONSE”. ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and

may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION “CITY APPROVED AND ACCEPTANCE LETTER” SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire		$269.00	$25.00	N/C	$5.00	Vee Rubber VT113	Vee Rubber
15.2	12	10.00R20 Steering Tire		$259.00	$25.00	N/C	$5.00	Vee Rubber VT101	Vee Rubber
15.3	36	11R22.5 Drive Tire		$547.68	$25.00	$18.00	$5.00	Goodyear H G182 RSD Code: 138803185	Goodyear
15.4	36	11R22.5 Steering Tire		$544.30	$25.00	$18.00	$5.00	Goodyear H G751 MSA Code: 138799576	Goodyear
15.5	6	11R24.5 Drive Tire		$604.38	$25.00	$18.00	$5.00	Goodyear H ENDURANCE MSD Code: 138813012	Goodyear
15.6	36	12R22.5 Drive Tire		$596.64	$25.00	$18.00	$5.00	Goodyear H G622 RSD Code: 138302265	Goodyear
15.7	36	12R22.5 Steering Tire		$604.78	$25.00	$18.00	$5.00	Goodyear H G751 MSA Code: 138127576	Goodyear
15.8	6	LT215/85R16		$311.39	$12.00	$12.00	N/C	Goodyear E ENDURANCE RSA Code: 139866674	Goodyear

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.9	6	225/70R19.5 RSS		$279.94	$18.00	$18.00	$3.00	Goodyear G G647 RSS Code: 139172053	Goodyear
15.10	12	225/70R19.5 RSD		$295.55	$18.00	$18.00	$3.00	Goodyear G G622 RSD Code: 139755205	Goodyear
15.11	12	235/75R17.5		$315.27	$18.00	$18.00	$3.00	Goodyear KMAX T Code: 756680641	Goodyear
15.12	4	LT245/75R16		$324.36	$12.00	$12.00	N/C	Goodyear E ENDURANCE RSA Code: 139715674	Goodyear
15.13	4	A/T 265/70R17 115S M+S		$170.55	$12.00	$12.00	N/C	Goodyear E WRL WORKHORSE AT Code: 481535855	Goodyear
15.14	4	LT265/75R16		$147.05	$12.00	$12.00	N/C	Goodyear E WRL WORKHORSE AT Code: 481746856	Goodyear
15.15	4	LT275/65R18 LR E		$186.76	$12.00	$12.00	N/C	Goodyear E WRL WORKHORSE AT Code: 481965856	Goodyear
15.16	8	275/80R22.5		$698.98	$25.00	$18.00	$5.00	Goodyear H G670 RV Code: 756967050	Goodyear
15.17	2	285/75R24.5		$567.44	$25.00	$18.00	$5.00	Goodyear H ENDURANCE LHS Code: 756405753	Goodyear
15.18	16	315/80R22.5		$518.45	$25.00	$18.00	$5.00	Goodyear L G291 Code: 756256420	Goodyear

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.19	4	385/65R22.5		$808.86	$25.00	$18.00	$5.00	Goodyear ARMOR MAX MSA Code: 756513897	Goodyear
15.20	2	425/65R22.5		$699.64	$25.00	$18.00	$5.00	Goodyear L ARMOR MAX MSA Code: 756160897	Goodyear
15.21	2	445/65R22.5		$902.19	$35.00	$18.00	$5.00	Goodyear ARMOR MAX MSA Code: 756515897	Goodyear
15.22	2	LT245/75R17 LR E		$159.00	$12.00	$12.00	N/C	Goodyear E WRL WORKHORSE AT Code: 481104855	Goodyear
15.23	2	M/T LT275/70R18 LR E		$216.55	$12.00	$12.00	N/C	Goodyear E WRL DURATRAC Code: 312065027	Goodyear
15.24	2	HTP 265/65R18 M+S		$148.89	$12.00	$12.00	N/C	Goodyear SL WRL TERRITORY AT Code: 734006640	Goodyear
15.25	2	365/80R20		$924.15	$95.00	N/A	$18.00	Goodyear G G275 MSA Code: 756033288	Goodyear
15.26	2	LT 275/65R18 123/120 S		$186.76	$12.00	$12.00	N/C	Goodyear E WRL WORKHORSE AT Code: 481965856	Goodyear
15.27	2	LT 275/65R18 LR C		$147.88	$12.00	$12.00	N/C	Goodyear C WRL AT ADVENTURE Code: 748958571	Goodyear

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.28	2	225/70R19.5 LR G		$279.94	$18.00	$18.00	$3.00	Goodyear G G647 RSS Code: 139172053	Goodyear

SPECIALTY TIRES “PICK UP TRUCK”

Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT VI FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.1	1	225/65R16	X	No Bid	$12.00	$12.00	N/A		
16.2	1	225/65R17		$139.91	$12.00	$12.00	N/A	Goodyear D WRL WORKHORSE AT Code: 481267855	Goodyear
16.3	1	225/70R19.5		$279.94	$18.00	$18.00	N/A	Goodyear G G647 RSS Code: 139172053	Goodyear

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.4	1	265/70R17		$170.55	$12.00	$12.00	N/A	Goodyear E WRL WORKHORSE AT Code: 481535855	Goodyear
16.5	1	215/75R17.5		$352.50	$18.00	$18.00	N/A	Goodyear KMAX S Code: 756912750	Goodyear
16.6	1	LT215/75R15		$153.98	$12.00	$12.00	N/A	Goodyear D WRL HT OL Code: 744154900	Goodyear
16.7	34	LT235/85R16		$119.00	$12.00	$12.00	N/A	Goodyear E WRL WORKHORSE HT Code: 131745944	Goodyear
16.8	16	245/70R17		$154.56	$12.00	$12.00	N/A	Goodyear E WRL WORKHORSE AT Code: 481120855	Goodyear
16.9	1	LT245/75R16		$140.00	$12.00	$12.00	N/A	Goodyear E WRL WORKHORSE AT Code: 481103855	Goodyear
16.10	4	275/65R18		$186.76	$12.00	$12.00	N/A	Goodyear E WRL WORKHORSE AT Code: 481965856	Goodyear
16.11	1	285/70/17		$174.00	$12.00	$12.00	N/A	Goodyear E WRL WORKHORSE AT Code: 481096856	Goodyear
16.12	1	225/75R15		$107.71	$12.00	$12.00	N/A	Goodyear LR-E ENDURANCE Code: 724857519	Goodyear
16.13	32	235/70R16		$120.14	$12.00	$12.00	N/A	Goodyear SL WRL WORKHORSE AT Code: 480043856	Goodyear

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.14	4	265/70R16		$139.64	$12.00	$12.00	N/A	Goodyear SL WRL WORKHORSE AT Code: 480045856	Goodyear
16.15	1	245/75R17		$159.00	$12.00	$12.00	N/A	Goodyear E WRL WORKHORSE AT Code: 481104855	Goodyear
16.16	1	LT285/70R17		$174.00	$12.00	$12.00	N/A	Goodyear E WRL WORKHORSE AT Code: 481096856	Goodyear
16.17	1	205/75R15	X	No Bid	$12.00	$12.00	N/A		

FLAT REPAIR SERVICES

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.1	1	10.00R20		$20.00	N/C	N/C	$8.00	N/A	$3.00
17.2	1	11L-15		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.3	1	11R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.4	1	11R24.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.5	1	12.5-80.18		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.6	1	12R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.7	1	13x6.5-6		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.8	1	14.00-24		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.9	1	16.9x30		$25.00	$25.00	N/C	$10.00	N/A	$3.00

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.10	1	19.5L-24		$35.00	$35.00	N/C	$20.00	N/A	$3.00
17.11	1	2.5-80-18		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.12	1	205/75/15		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.13	1	215/75R15		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.14	1	215/75R17.5		$18.00	$18.00	N/C	$6.00	N/A	$3.00
17.15	1	215/85R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.16	1	21x7-12		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.17	1	21x7-18		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.18	1	225/65R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.19	1	225/65R17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.20	1	225/70R19.5		$18.00	$18.00	N/C	$6.00	N/A	$3.00
17.21	1	225/75R15		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.22	1	23.5R25		$75.00	$75.00	N/C	$40.00	$15.00	$18.00
17.23	1	235/70R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.24	1	235/75R17.5		$18.00	$18.00	N/C	$6.00	N/A	$3.00
17.25	1	235/80R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.26	1	235/85R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.27	1	245/70R17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.28	1	245/75R16		$12.00	$12.00	N/C	$6.00	N/A	N/C

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.29	1	245/75R17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.30	1	24x12.00		$15.00	$15.00	N/C	$6.00	N/A	N/C
17.31	1	265/65R18		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.32	1	265/70R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.33	1	265/70R17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.34	1	265/75R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.35	1	275/65R18		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.36	1	275/70R18		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.37	1	275/80R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.38	1	285/70R17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.39	1	285/75R24.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.40	1	29.5-25		$75.00	$75.00	N/C	$40.00	$15.00	$18.00
17.41	1	315/80R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.42	1	365/80R20		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.43	1	380/85/24		$40.00	$40.00	N/C	$20.00	N/A	$8.00
17.44	1	385/65R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.45	1	425/65R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.46	1	445/65R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.47	1	4-5-24		$15.00	$15.00	N/C	$8.00	N/A	$3.00

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.48	1	460/85/38		$40.00	$40.00	N/C	$20.00	N/A	$8.00
17.49	1	775/65R29		$40.00	$40.00	N/C	$20.00	$15.00	$8.00
17.50	1	875/65R29		$40.00	$40.00	N/C	$20.00	$15.00	$8.00

SERVICE CALLS

These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT VII FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Line Item	Description	No Bid	Unit Price	Unit Price
18.1	Sunday Pretrip Inspection		$65.00	Per Hour
18.2	5 AM Pretrip Inspection Mon-Friday		$65.00	Per Hour
18.3	Repair Call 7AM – 7PM		$45.00	Once Per Event
18.4	Repair Call 7PM – 7AM		$55.00	Once Per Event

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/12/2024

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
Aon Risk Services Northeast, Inc.
Cleveland OH Office
950 Main Avenue
Suite 1600
Cleveland OH 44113 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Cas Co of America	25674
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
The Goodyear Tire & Rubber Co.
200 Innovation Way
Attn: Risk Management Dept.
Akron OH 44316-0001 USA

COVERAGES **CERTIFICATE NUMBER:** 570107671291 **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						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
A	**AUTOMOBILE LIABILITY**			TC2JCAP-117D4194-TIL-24	02/01/2024	02/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured is Self-Insured for General Liability. City of Edinburg is included as an Additional Insured with respect to the Automobile Liability policy as required by written contract.

CERTIFICATE HOLDER

City of Edinburg
Attn: City Manager
415 W. University Drive
Edinburg TX Edinburg 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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570107671291

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/11/2023

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	CONTACT NAME:	
Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: CMeCertProduction@LibertyMutual.com	
www.LibertyMutual.com	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Insurance Corporation	42404
INSURED	INSURER B : Liberty Mutual Fire Insurance Company	23035
The Goodyear Tire & Rubber Company 200 Innovation Way Akron OH 44316-0001	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 77522159 **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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-C8D-004151-054 (All State Except OH, ND, WA, WY) WC7-C81-004151-104 (MN) WC7-C81-004151-064 (WI)	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Excess Workers Comp			EW2-68N-004151-074 (KS, OK) EW2-68N-004151-214 (OH)	1/1/2024 1/1/2024	1/1/2025 1/1/2025	SIR KS - $300,000 SIR OK - $5,000,000 SIR OH - $5,000,000	

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

RE: Bid #2024-04 specifications.

CERTIFICATE HOLDER

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

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

Abby Nolan

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COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: The Goodyear Tire & Rubber Company
(Full, correct legal name)

- Address: Local: 6501 N EXPRESSWAY 281, UNIT E EDINBURG, TX 78542
  Corporate: 200 Innovation Way Akron, Ohio 44316
- Telephone/Fax: Local: (956) 316-4722 Corporate: (330) 796-2121
- Email address: Local: ct_location_041@goodyear.com Corporate: ct_govtsales@goodyear.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
3.

Yes____ No X___

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X___ No____

4. Where is the Company's corporate headquarters located? Ohio

5. a. Does the Company have an office located in Edinburg, Texas?
4.

Yes X___ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

9_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 4

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X___

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Juan Dominguez
Address: 6501 N EXPRESSWAY 281, UNIT E EDINBURG, TX 78542
Telephone: (956) 316-4722
Fax: _____
Email: juan_dominguez@goodyear.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Provide any other names under which your business has operated within the last 10 years.
Goodyear Commercial Tire & Service Centers

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

**Information related to any material litigation is disclosed by Goodyear in accordance with SEC requirements in its publicly available financial statements, which can be found on our corporate website.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 9/18/2024

Company/Vendor Name:

The Goodyear Tire & Rubber Company

Printed Name and Title:

Chris Campbell, Senior Director CTSC

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Chris Campbell, the undersigned representative of The Goodyear Tire & Rubber Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

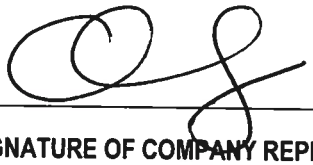
2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Chris Campbell, Senior Director CTSC

TYPE/PRINT NAME AND TITLE:

9/18/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Chris Campbell, the undersigned representative of The Goodyear Tire & Rubber Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

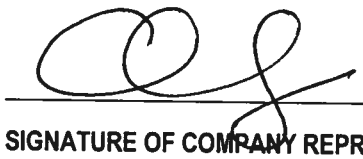
1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Chris Campbell, Senior Director CTSC

TYPE/PRINT NAME AND TITLE:

9/18/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Chris Campbell, the undersigned representative of The Goodyear Tire & Rubber Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(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 firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Chris Campbell, Senior Director CTSC

TYPE/PRINT NAME AND TITLE:

9/18/2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Chris Campbell, being first duly sworn, deposes and says that: *(Name)*

(1) He is ~~President~~ Senior Director, CTSC of The Goodyear Tire & Rubber Company, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

except as bidder provides pricing to its dealers in the ordinary course and is unaware whether such pricing is being utilized to bid

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Senior Director, CTSC

Subscribed and sworn to me this 18th day of Sept 2024

By: Michelle L May

Notary Public

MICHELLE L. MAY
Notary Public, State of Ohio
My Commission Expires:
June 02, 2029

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

The Goodyear Tire & Rubber Company

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

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

None

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

7

Signature of vendor doing business with the governmental entity

9/18/2024

Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

ATTACHMENT I

STEER AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		CC
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		CC
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		CC
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	CC
2.	The tires shall be new; **TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	CC
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	CC
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	CC
5.	All Tires must have Full Width Protector Ply.	CC
6.	All Tires must have at a minimum Three Steel Belt Construction	CC
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	CC
8.	All Tires must have Side Wall Wear indicators. Note: All Goodyear tires have sidewall protective ribs molded into the sidewall to protect the sidewall from curbing damage. Sidewall wear indicators are only for G647 RSS, Endurance TSD and G652 Metro Milers.	CC

9.	All Tires must have Curb Guards.					CC
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.					CC
11.	**Tires must be an All Position or Steering Optimized Radial;** optimized for exceptional traction and wear in mixed and severe on/off road service. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**					CC
	11R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M760, M726, M713, M870, M864 or equal manufacture approved	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**	CC
	315/80R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M760, M726, M713, M870, M864 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	CC
	385/65R22.5	Goodyear G296; Michelin XZY3; Bridgestone M864 or equal manufacture approved	Load Range **"J"**	Minimum **18 Ply**	Tread Depth Minimum **22/32nds**	CC
	425/65R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M864 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	CC

ATTACHMENT II

DRIVE AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		CC
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		CC
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		CC
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	CC
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	CC
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	CC
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	CC
5.	All Tires must have Full Width Protector Ply.	CC
6.	All Tires must have at a minimum Three Steel Belt Construction	CC
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	CC
8.	All Tires must have Side Wall Wear indicators. Note: All Goodyear tires have sidewall protective ribs molded into the sidewall to protect the sidewall from curbing damage. Sidewall wear indicators are only for G647 RSS, Endurance TSD and G652 Metro Milers.	CC

9.	All Tires must have Curb Guards.					CC
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.					CC
12	Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**					CC
	11R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **30/32nds**	CC
	315/80R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **28/32nds**	CC
	425/65R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	CC

ATTACHMENT III

				TIRE RETREAD	INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.					CC
13.	**RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service;** designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**				CC
	11R22.5	**Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration**	Tread Depth Minimum: 26/32nds or better		CC
	315/80R22.5	**Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration**	Tread Depth Minimum: 32/32nds or better		CC

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES					INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.					CC
14.	All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**				CC
	2.5-80-18				CC
	4-5-24				CC
	11L-15SL	**Steering Tire – Shock-fortified nylon cord body and cut-resistant sidewall.**	**8 ply**	**33/32nd Tread Depth**	CC
	12.5-80.18	**Steering Tire – Deep overlapping bar cleats and low profile provide excellent traction and flotation with skid-steer loaders.**	**12 Ply**	**32/32nd Tread Depth**	CC
	13x6.5-6	**4.5 Reliance**			CC
	14.00-24				CC
	16.9x30	**Kubota Tractor Model M5400 / M5700**			CC
	19.5L-24	**Drive Tire- For backhoe and construction equipment on and off the road. Gives long tread life on hard surface roads.**	**10 Ply**	**34/32nd Tread Depth**	CC
	21x7-12				CC
	21x7-18 NMS				CC
	23.5R25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL – V STEEL – K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN			CC

		E. CUT RESISTANT TREAD DESIGN			
	29.5-25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL – V STEEL – K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN E. CUT RESISTANT TREAD DESIGN			CC
	24x12.00	**Kubota Front Deck Mower**	**12 ply**		CC
	205/75/15				CC
	235/85R16	**General specialty tire**			CC
	380/85/24				CC
	460/85/38				CC
	775/65R29				CC
	ST235/80R16				CC
	ST235/85R16				CC
	875/65R29				CC

ATTACHMENT V

SPECIALTY TIRES "FIRE EMERGENCY SERVICES"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		CC
NEW TIRE PURCHASE: Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		CC
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		CC
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	CC
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	CC
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	CC
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	CC
5.	All Tires must have Full Width Protector Ply.	CC
6.	All Tires must have at a minimum Three Steel Belt Construction	CC
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	CC
8.	All Tires must have Side Wall Wear indicators.	CC
9.	All Tires must have Curb Guards.	CC
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	CC

11.	Each proposed tire must be specifically designed and rated for **FIRE SERVICE USE**. For safety reasons, the **EDINBURG FIRE DEPARMENT** will **ONLY CONSIDER MICHELIN TIRES** or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, these departments will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than **MICHELIN TIRES**, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under **NFPA 1911 and/or TRUCK MANUFACTURER** for **"FIRE EMERGENCY RESPONSE"**. **ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**	CC
15.	Fire Emergency Response Tires **SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS**; Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER MICHELIN TIRES, OR A DEPARTMENT APPROVED FIRE SERVICE RESPONSE TIRE.**	CC
	THE UNIT PRICE ON THIS BID SHALL INCLUDE VALVE STEMS, DISMOUNTING, MOUNTING, AND BALANCING. Bidder must maintain an adequate supply of all tire sizes available at all times.	CC

FIRE SERVICE TIRES

10.00R20	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R/24.5	Michelin XZY3 Goodyear G751 or approved equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **24/32nds**
12R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
LT215/85R16	Michelin Defenders or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
225/70R19.5 RSS	Goodyear G647 or approved Michelin equal	Load Range **"G"**	Minimum **14 Ply**	Tread Depth Minimum **16/32nds**
225/70R19.5 RSD	Goodyear G622 or approved Michelin equal	Load Range **"G"**	Minimum **14 Ply**	Tread Depth Minimum **19/32nds**
235/75R17.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **18 Ply**	Tread Depth Minimum **23/32nds**
LT245/75R16	Michelin LTX M+S² or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**

ATTACHMENT V

	A/T 265/70R17 115S M+S	Michelin LTX A/T² or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
	LT265/75R16	Goodyear Wrangler or approved Michelin equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **15/32nds**
	LT275/65R18 LR E	Goodyear Wrangler or approved Michelin equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **15/32nds**
	275/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"G"**	Minimum **18 Ply**	Tread Depth Minimum **23/32nds**
	285/75R24.5	Goodyear G399 LHS or approved Michelin equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **18/32nds**
	315/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	385/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	425/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	445/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	LT245/75R17 LR E		Load Range **"E"**		
	M/T LT275/70R18 LR E		Load Range **"E"**		
	HTP 265/65R18 M+S				
	365/80R20				
	LT 275/65R18 123/120 S				
	LT 275/65R18 LR C				
	225/70R19.5 LR G				

SPECIALTY TIRES "PICK UP TRUCK"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		CC
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		CC
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		CC
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	CC
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	CC
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	CC
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	CC
5.	All Tires must have Full Width Protector Ply.	CC
6.	All Tires must have at a minimum Three Steel Belt Construction	CC
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	CC
8.	All Tires must have Side Wall Wear indicators. Note: All Goodyear tires have sidewall protective ribs molded into the sidewall to protect the sidewall from curbing damage. Sidewall wear indicators are only for G647 RSS, Endurance TSD and G652 Metro Milers.	CC
9.	All Tires must have Curb Guards.	CC

10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	CC
16.	Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. **All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**	CC
	All tires must have a Load Index Rating above "100"	CC
	All tires must have a minimum of 10ply rating	CC
	All tires must be All Terrain Tires AT/S unless specified different	CC

	SERVICE CALLS	INITIALS
	If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.	CC
18.	**These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.**	CC
	A Service Call shall be charged "ONLY" once per event. (i.e. – if a flat is discovered during the 5AM Pre-Trip Inspection, the vendor will ONLY charge the 5AM Service Charge Plus the cost of the Flat as listed above. If in the event multiple flats are discovered the billing will remain the same, a single service call plus the cost of the repair(s).) If the vendor fails to identify a flat during his pre-trip inspection the City will ONLY pay for the service call associated with the Pre-Trip Inspection of the Fleet and will not pay for a Repair Service Call.	CC
19.	All tires must have been produced within the last 12 months prior to delivery	CC
20.	Warranty against defective material, workmanship, and failure to perform in accordance with required performance criteria for the life of the original tread, with the exception of road hazards (side failure shall not void the warranty)	CC
21.	**Order, Delivery, Stock, and Pricing**	CC
	a. The vendor must be able to deliver up to 16 tires of each size for each order placed.	CC
	b. Tires must be delivered within four hours of order.	CC
	c. Bid price will include all costs including fees for fuel or delivery charge.	CC
	d. There is no minimum or maximum order quantity.	CC
	e. Pricing will be held for the term of the contract.	CC

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

Subject: 2024-18 NEW TIRES, RETREAD, AND FLAT REPAIR SERVICES

Goodyear Commercial Tire & Service Centers and its location in Edinburg are pleased to respond to your Invitation to Bid.

Goodyear CT&SC proposes certain changes to the terms & conditions to reflect our self-insurance and clearly define our responsibility on attachment 1 on the following pages.

Please contact Juan Dominguez (956)316-4722 should you have any questions.

Sincerely,

Chris Campbell

Senior Director CTSC

Goodyear Commercial Tire & Service Centers

Page 7:

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all third party 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 provided to City by Bidder under this Contract, and ~~he~~ Bidder shall pay all royalties and charges which are legal and equitable to provide City with any license required to provide the full use of any such products. 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.

Page 9:

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 during the performance of this Contract and for a period of three (3) years thereafter. 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.

Page 10:

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, providing an opportunity to cure if for cause. The bidder shall be afforded the same right to terminate this contract in the same manner.

Page 11:

(1) The successful bidder will be required to carry the following insurance, or self-insured 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~~.

Page 11:

Worker's Compensation Statutory Coverage

Comprehensive General Liability which may be self-insured

(City named as additional insured) when coverage is met through an insurance policy

(2) The successful bidder will be required to self-insure or 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.

~~Comprehensive~~ **Commercial Auto Liability**

Page 12:

~~**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~~

Certificates of insurance naming the CITY as an additional insured except for Workers' Compensation and self-insured coverage shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend or be renewed 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.

Page 15:

WARRANTY: The successful supplier or service provider shall furnish **FACTORY WARRANTY** on all goods or services furnished hereunder against defect in materials and/or workmanship. The **FACTORY WARRANTY** shall become effective on the date of delivery ~~and acceptance by~~ to the City. Should any defect in material or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. Warranties shall be indicated on the proposal sheet and enclosed therewith.

Agreement Page 4:

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement with 10 days' notice providing an opportunity to cure if, in the City's ~~sole~~ reasonable judgment, Vendor breaches or violates any of the provisions of this Agreement.

REQUEST FOR BIDS

2024-18

NEW TIRES, RETREAD, AND FLAT REPAIR SERVICES

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: September 4, 2024

DEADLINE FOR QUESTIONS: September 16, 2024

RESPONSE DEADLINE: September 24, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg
REQUEST FOR BIDS
New Tires, Retread, and Flat Repair Services

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions .....
IV. Specifications.....
V. Vendor Questionnaire.....
VI. Pricing Proposal .....

Attachments:

A - New_Tires,_Retread_and_Flat_Repair_Services_Agreement

B - Rules_for_Electronic_Bidding_ (2)

1. Introduction

1.1. Summary

You are invited to submit a sealed bid for the purchase of **NEW TIRE, RETREAD, AND FLAT REPAIR SERVICES** as requested by the City of Edinburg Solid Waste Management Department. The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

1.2. Background

Quantities: The City reserves the right to increase or decrease the quantities of each group depending on availability of funds. Quantities estimated are approximate, based on projected usage during a twelve (12) month period. The unit bid prices acquired for this contract are to remain the same for a period of one (1) year whether the City buys more or less than the estimated quantities of the product bid.

Purchase order: A purchase order will be issued for the entire bid amount to the selected vendor(s); however, the material will be delivered on an as needed basis. An invoice will be submitted at the time of each delivery.

1.3. Contact Information

Dalinda Cardenas
Administrative Specialist
PO Box 1079
8601 N. Jasman Rd
Edinburg, TX 78540
Email: dcardenas@cityofedinburg.com
Phone: (956) 381-5635

Department:
Solid Waste

Department Head:
Ramiro Gomez
Solid Waste Director

1.4. Timeline

Release Project Date	September 4, 2024
Question Submission Deadline	September 16, 2024, 5:00pm
Proposal Submission Deadline	September 24, 2024, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for New Tires, Retread, and Flat Repair Services

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, September 24, 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, September 24, 2024.

To obtain a copy of the Invitation to Bid or submit an electronic proposal 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. 2024-18" 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

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 o 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, Monday, September 16, 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

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: New Tires, Retread, and Flat Repair Services

The ITEMS 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 a 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 the supporting documentation

If Hand-Delivering Bids: 415 W. 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 ITEMS 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 ITEMS 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 ITEMS 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 ITEMS 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 third party 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 provided to City by Bidder under this Contract, and ~~he~~ Bidder shall pay all royalties and charges which are legal and equitable to provide City with any license required to provide the full use of any such products. 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 request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and 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 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 if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** 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 ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the New Tires, Retread, and Flat Repair Services 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 e-procurement portal 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 during the performance of this Contract and for a period of three (3) years thereafter. 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 ITEMS.

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, providing an opportunity to cure if for cause. 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 which may be self-insured

(City named as additional insured) when coverage is met through an insurance policy

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, or self-insured 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 self-insure or 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~~ Commercial 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 except for Workers' Compensation and self-insured coverage shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend or be renewed 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. BID SUBMITTAL

If submitting Hard Copy Bid, the Formal Proposal shall have **all three (3) copies bound**.

All bids must be submitted on the City's forms provided including all questionnaires, requested forms and attachments. Bidders shall complete the required Proposal Sheet and Specification Attachment under the Pricing Proposal. Bidders shall also complete the entire Proposal Sheet identifying all costs for the specific line item on the sheet; all fees, charges and warranties. The proposed price/cost will indicate that the bidder is able to perform or provide the service(s) or item(s) as specified. If the bidder does not identify all costs, fees and/or charges for a specific item on the proposal sheet, for proper evaluation of the cost of services, any non-listed fees/charges will not be accepted for payment. In addition, the proposer must include the Specification Attachment Sheet for each Pricing Proposal and initial each specific line item, indicating that they have read and understood the section/specification(s) for the listed item. An initial shall indicate a positive affirmation to the City, that the item being bid on conforms exactly to the specifications listed for the item. **If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.** All pricing listed on the bid shall be held for the term of the contract; **NO ALTERNATE BIDS OR PARTIAL, SEASONAL OR END OF TERM** pricing will be accepted and will disqualify the vendor's proposal, entirely. Pricing submitted in this **BID SHALL** be guaranteed for the period of one year, from the time of award.

All specification information and requested Certificates **MUST** be included in the bound formal proposal tab and clearly indicate the specific bid item and tire size being referred to accordingly. (MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE "ALTERNATE, NON-CONFORMING AND/OR PROPOSED SUBSTITUTION" UNDER REQUIREMENTS. **Failure to adhere to the request will result in disqualification**.

4.2. GENERAL REQUIREMENTS AND AGREEMENT FOR NEW TIRE, RETREAD, AND FLAT REPAIR SERVICES

CONFORMANCE OF BID: The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor(s) which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor(s) whose evaluation by the CITY indicates that the award will be in the best interest of the CITY OF EDINBURG. Pricing must be firm and held for the contract term; by signing the Bid, the bidder agrees that he has read and understood the instruction to bidders and thereby agrees to all of the specifications and stipulations as listed.

BILLING: Purchasing will be handled by the respective requesting Department. All purchasing of goods and services will be conducted by the specific Department seeking those goods and services; therefore, all billing and/or invoicing will be addressed to the same Department.

PURCHASE OF NEW TIRES: The City of Edinburg's intent is to obtain lowest prices offered as compared to, but not limited to, any other State or Federal Government entities for the same product or service. Tires **SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS ON/OFF HIGHWAY USE**; Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the **MANUFACTURER AND SHALL CARRY THE COMPANY NAME**; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE "ONLY",** unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE "ALTERNATE, NON-CONFORMING AND/OR PROPOSED SUBSTITUTION" UNDER REQUIREMENTS.** Tires bid on and delivered to the City must meet or exceed the listed Uniform Time Quality guide ratings for these type of tires. Tires shall be radial, manufactured with steel cord casing and steel cord belts or better, no blems or seconds. They also must be manufactured using **GOODYEAR OR EQUAL, WASTE HAUL TREAD COMPOUND; CHUNK CUT AND CHIP RESISTANT ULTRA ABRASIVE COMPOUND**, which protects against crippling and scaling in extreme service application on/off highway services. Tires must be manufactured using owner's OEM-type rims and built to original equipment height. **THE PRICE ON THIS BID IS TO INCLUDE DISMOUNTING, MOUNTING, BALANCING, VALVE STEAM AND TIRE DISPOSAL WHEN REQUIRED.** Bidder must maintain an adequate supply of all tire sizes available at all times. Bidder agrees to substitute for equal quality and value, any tires that have been discontinued and are no longer available. Delivery of tires shall be to designated City of Edinburg Facility. In addition, the City requests that the awarded vendor(s) keep a supply of the City's most popular tires in their inventory.

RETREAD SALES: The City is requesting pricing for recapping tires. Tires shall be recapped using a full cap **UNI CIRCLE, PRE-CURE, OR MOLD CURE** such as **BANDAG, MICHELIN RETREAD OR GOODYEAR RETREAD TECHNOLOGIES**. The mold tread must be (**MICHELIN XDY OR BANDAG BDM TREAD**) designed for mixed service use; on/off road. Tread must also have compound for chip and cut resistance. The City reserves the right to reject recaps which, in the opinion of the Director or his designee, do not meet quality standards. The City will mark all casings sent for retreading. The supplier will ensure that the same casings sent for retreading are returned to the City after retreading and not sold to other customers. Supplier will be required to pick up tires designated for recapping. A timely turnaround time is essential and will be a critical factor in this award. **THE BIDDER SHALL PROVIDE A CURRENT "*COOPERATIVE PLANT QUALITY CERTIFICATION*" CERTIFICATE INDICATING ITS FACILITY HAS BEEN APPROVED TO RETREAD GOVERNMENT TIRES.**

FLAT REPAIR SERVICES: The City is requesting pricing from qualified vendors for fleet flat repair services to be conducted at all points of the City of Edinburg service areas; to include but not limited to the Jasman Road Complex.

The qualified vendor shall perform all services necessary for the prompt and timely repair of all rolling stock for the City of Edinburg. The vendor will be required to perform pre-trip inspections of all vehicles as requested by each of the individual departments of the City, prior to their departure at **5:00 AM**

Monday thru Friday unless otherwise specified; to include a pre-trip inspection of our Collection Fleet on Sunday evening in preparation for their departure at **5 AM Monday morning**. The successful bidder is required to respond to a service request within **30 minutes** of the call within the City of Edinburg City Limits and **1 hour** to all other points being serviced by the City of Edinburg, within its Extra Territorial Jurisdiction or no further than 15 miles from City Hall.

SATISFACTORY SERVICE: It is agreed that all goods and services by the supplier or service provider shall be to the satisfaction of a designated City representative. In the event that the supplier or service provider defaults on performance of any of these requirements or if the service provider has been unavailable or unresponsive to our requests for ***three non-consecutive times***, the City shall have the right to terminate this agreement upon 30 days written notice delivered to the supplier or service provider by mail. The supplier or service provider shall maintain this contract during the termination period. Termination of the contract may not relieve the supplier or service provider of any liability to the City for damages sustained by the City because of any breach of this agreement by the supplier or service provider. The City may withhold any payments to supplier or service provider for the purpose of set-off until such time as the exact amount of damages due to the City is determined.

WARRANTY: The successful supplier or service provider shall furnish **FACTORY WARRANTY** on all goods or services furnished hereunder against defect in materials and/or workmanship. The **FACTORY WARRANTY** shall become effective on the date of delivery ~~and acceptance by~~ to the City. Should any defect in material or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. Warranties shall be indicated on the proposal sheet and enclosed therewith.

PRICE GUARANTEE PERIOD: Pricing on all items shall be **GUARANTEED** and **CONSIDERED FIRM** for a **TWELVE (12) MONTH PERIOD**; **NO CHANGES OR UNLISTED CHARGES/FEES** will be accepted for payment during the same period.

4.3. ALTERNATE, NON-CONFORMING AND/OR PROPOSED SUBSTITUTION

The City of Edinburg operates a uniform and standardized fleet which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, all variations and/or exceptions must be documented, referencing applicable items, specifications, and paragraph(s), and explained in detail on a separate page titled "Exceptions" (**A MANUFACTURER, TYPE** AND **QUALITY LISTED EXEMPTION "ACCEPTANCE LETTER" FROM THE CITY SHALL ACCOMPANY THE BID FOR ITS CONSIDERATION)**. Otherwise it will be considered that product/equipment/services offered is in strict compliance with the specifications and requirements listed and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list or request, then that bid will be disqualified as being non-responsive. If no exceptions are taken or requested, it will be assumed that the bid meets all specifications as stated. **However, NO implication is made by THE CITY OF EDINBURG that exceptions will be Accepted**. The Bidder is advised that the response (or lack thereof) on this statement does not take precedence over specific responses or non-responses provided elsewhere in this bid.

The City of Edinburg requires that all Non-Conforming or Alternate Tire (specifications) being proposed for consideration **MUST** be accompanied by an "Exemption Acceptance Letter" approved and executed

by the City for each of the non-conforming and/or alternate tire specifications. The letter must be issued prior to the bid opening and on the year of the Bid Proposal Request and must accompany the formal proposal and outline the Bid item and tire size and the specifications attached will highlight the specific item to be considered for review. The formal Bid shall be bound with the bid including all applicable specification highlighted, referencing the specific bid item number(s) considered for the alternate specification. If the formal proposal indicates that an Alternate/Substitute Specification was listed for pricing but vendor failed to properly address the requirements listed for such Alternate/Substitute consideration; this will result in the disqualification of that specific Bid Item.

General: All tires sold and mounted on City vehicles shall be new and unused, unless the Director or designee approves a vehicle for retread tires. All new tires must have a retreadable casing and have the capability to run the full life of the retread.

Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.

If an alternate request will be submitted please be sure to email dcardenas@cityofedinburg.com.

5. Vendor Questionnaire

5.1. Attach a copy of your company's insurance certificate.*

Please attach the insurance certificate

*Response required

5.2. Required Forms

*5.2.1. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.2.2. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.2.3. Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*5.2.4. Please fill out and sign House Bill 89 and upload here**

HB 89

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

*5.2.5. Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

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

*5.2.6. 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

*5.2.7. 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

*5.2.8. Please fill out and sign the Conflict of Interest form and upload here**

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

*5.2.9. If awarded the 1295 form will need to 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

5.3. Specification Forms

*5.3.1. Please download the documents, complete, and upload.**

Please download the below documents, complete, and upload.

- ATTACHMENT I - STEERING AXL...

*Response required

*5.3.2. Please download the documents, complete, and upload.**

Please download the below documents, complete, and upload.

- ATTACHMENT II - DRIVE AXLE ...

*Response required

*5.3.3. Please download the documents, complete, and upload.**

Please download the below documents, complete, and upload.

- ATTACHMENT III - TIRE RETRE...

*Response required

*5.3.4. Please download the documents, complete, and upload.**

Please download the below documents, complete, and upload.

- ATTACHMENT_IV_-_CONSTRUCTIO...

*Response required

*5.3.5. Please download the documents, complete, and upload.**

Please download the below documents, complete, and upload.

- ATTACHMENT_V_-_SPECIALTY_TI...

*Response required

*5.3.6. Please download the documents, complete, and upload.**

Please download the below documents, complete, and upload.

- ATTACHMENT_VI_-_SPECIALTY_T...

*Response required

*5.3.7. Please download the documents, complete, and upload.**

Please download the below documents, complete, and upload.

- ATTACHMENT_VII_-_SERVICE_CA...

*Response required

5.3.8. Please attach any other documents that are deemed necessary for this bid.

6. Pricing Proposal

STEER AXLE TIRES

Tires must be an All Position or Steering Optimized Radial; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT I FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
11.1	62	11R22.5		$394.06	$25.00	$18.00	N/A	Goodyear H Marathon RSA Code: 138179737	Goodyear
11.2	80	315/80R22.5		$495.91	$25.00	$18.00	N/A	Goodyear L G289 WHA Code: 756141613	Goodyear
11.3	8	385/65R22.5		$808.86	$25.00	$18.00	N/A	Goodyear Armor Max MSA Code: 756513897	Goodyear
11.4	8	425/65R22.5		$725.90	$25.00	$18.00	N/A	Goodyear L Workhorse MSA Code: 756160689	Goodyear

DRIVE AXLE TIRES

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S)

CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT II FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.1	94	11R22.5		$404.43	$25.00	$18.00	N/A	Goodyear H WorkhorseMSD Code: 138835691	Goodyear
12.2	1	315/80R22.5		$661.40	$25.00	$18.00	N/A	Goodyear L Endurance TSD Code: 158805643	Goodyear
12.3	1	425/65R22.5		$725.90	$25.00	$18.00	N/A	Goodyear L Workhorse MSA Code: 756160689	Goodyear

TIRE RETREAD

RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service; designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT III FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Casing Cost (New)	Mold Type	Tread Depth & Load Range	Cost Per Section Repair	Turnaround Time	Warranty
13.1	1	11R22.5		$220.00	Goodyear Precure	PCT G177M 27 Code: 254086072	$20.00	7 Days	Goodyear Retread
13.2	1	315/80R22.5		$275.00	Goodyear Precure	PCT G177M 32 Code: 254096073	$20.00	7 Days	Goodyear Retread

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES

All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT IV FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.1	1	2.5-80-18	X		$25.00	N/A	N/A		
14.2	1	4-5-24	X		$25.00	N/A	N/A		
14.3	2	11L-15SL		$95.00	$12.00	N/A	N/A	Goodyear I-1 Farm Service	Speedways
14.4	4	12.5-80.18		$509.60	$25.00	N/A	N/A	Goodyear 10 BACKHOE F Code: 206101008	Goodyear
14.5	1	13x6.5-6		$25.00	$12.00	N/A	N/A	HI-RUN hr 8 turf master	HI-RUN
14.6	1	14.00-24		$765.60	$35.00	N/A	N/A	Goodyear 16 Miner Code: 206057001	Goodyear
14.7	1	16.9x30		$549.00	$35.00	N/A	N/A	BKT bk dtr135drvr1 tt	BKT
14.8	4	19.5L-24		$878.40	$40.00	N/A	N/A	Goodyear 12 Backhoe Code: 206100004	Goodyear
14.9	1	21x7-12		$235.00	$25.00	N/A	N/A	Cropmaster cp	Cropmaster
14.10	1	21x7-18 NMS	X		$25.00	N/A	N/A		
14.11	20	23.5R25		$2,834.40	$100.00	N/A	N/A	Goodyear 2X GP2B 4S Code: 153083272	Goodyear
14.12	36	29.5-25		$5,242.40	$110.00	N/A	N/A	Goodyear 28 GRL DL3A Code: 124926628	Goodyear
14.13	1	24x12.00		$95.00	$12.00	N/A	N/A	Deestone turf tt	Deestone
14.14	1	205/75/15		$95.31	$12.00	N/A	N/A	Goodyear LR-D Endurance Code: 724861519	Goodyear
14.15	1	235/85R16		$119.00	$12.00	N/A	N/A	Goodyear E Workhorse HT Code: 131745944	Goodyear
14.16	1	380/85/24		$320.00	$35.00	N/A	N/A	Galaxy irr	Galaxy
14.17	1	460/85/38	X		$55.00	N/A	N/A		
14.18	1	775/65R29		$5,200.00	$120.00	N/A	N/A	Double Coin rem 2 emkvre3	Double Coin
14.19	1	ST235/80R16		$130.52	$12.00	N/A	N/A	Goodyear LR-E Endurance Code: 724858519	Goodyear
14.20	1	ST235/85R16		$144.77	$12.00	N/A	N/A	Goodyear LR-E Endurance Code: 724860519	Goodyear
14.21	1	875/65R29	X		$120.00	N/A	N/A		

SPECIALTY TIRES "FIRE EMERGENCY SERVICES"

Each proposed tire must be specifically designed and rated for FIRE SERVICE USE. For safety reasons, the EDINBURG FIRE DEPARMENT will ONLY CONSIDER MICHELIN TIRES or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, this department will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than MICHELIN TIRES, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under NFPA 1911 and/or TRUCK MANUFACTURER for "FIRE EMERGENCY RESPONSE". ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire		$269.00	$25.00	N/C	$5.00	Vee Rubber VT113	Vee Rubber
15.2	12	10.00R20 Steering Tire		$259.00	$25.00	N/C	$5.00	Vee Rubber VT101	Vee Rubber
15.3	36	11R22.5 Drive Tire		$547.68	$25.00	$18.00	$5.00	Goodyear H G182 RSD Code: 138803185	Goodyear
15.4	36	11R22.5 Steering Tire		$544.30	$25.00	$18.00	$5.00	Goodyear H G751 MSA Code: 138799576	Goodyear
15.5	6	11R24.5 Drive Tire		$604.38	$25.00	$18.00	$5.00	Goodyear H EnduranceMSD Code: 138813012	Goodyear
15.6	36	12R22.5 Drive Tire		$596.64	$25.00	$18.00	$5.00	Goodyear H G622 RSD Code: 138302265	Goodyear
15.7	36	12R22.5 Steering Tire		$604.78	$25.00	$18.00	$5.00	Goodyear H G751 MSA Code: 138127576	Goodyear
15.8	6	LT215/85R16		$311.39	$12.00	$12.00	N/C	Goodyear E EnduranceRSA Code: 139866674	Goodyear

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.9	6	225/70R19.5 RSS		$279.94	$18.00	$18.00	$3.00	Goodyear G G647 RSS Code: 139172053	Goodyear
15.10	12	225/70R19.5 RSD		$295.55	$18.00	$18.00	$3.00	Goodyear G G622 RSD Code: 139755205	Goodyear
15.11	12	235/75R17.5		$315.27	$18.00	$18.00	$3.00	Goodyear Kmax T Code: 756680641	Goodyear
15.12	4	LT245/75R16		$324.36	$12.00	$12.00	N/C	Goodyear E Endurance RSA Code: 139715674	Goodyear
15.13	4	A/T 265/70R17 115S M+S		$170.55	$12.00	$12.00	N/C	Goodyear E Workhorse AT Code: 481535855	Goodyear
15.14	4	LT265/75R16		$147.05	$12.00	$12.00	N/C	Goodyear E Workhorse AT Code: 481746856	Goodyear
15.15	4	LT275/65R18 LR E		$186.76	$12.00	$12.00	N/C	Goodyear E Workhorse AT Code: 481965856	Goodyear
15.16	8	275/80R22.5		$698.98	$25.00	$18.00	$5.00	Goodyear H G670 RV Code: 756967050	Goodyear
15.17	2	285/75R24.5		$567.44	$25.00	$18.00	$5.00	Goodyear H EnduranceLHS Code: 756405753	Goodyear
15.18	16	315/80R22.5		$518.45	$25.00	$18.00	$5.00	Goodyear L G291 Code: 756256420	Goodyear
15.19	4	385/65R22.5		$808.86	$25.00	$18.00	$5.00	Goodyear Armor Max MSA Code: 756513897	Goodyear
15.20	2	425/65R22.5		$699.64	$25.00	$18.00	$5.00	Goodyear L ArmorMax MSA Code: 756160897	Goodyear
15.21	2	445/65R22.5		$902.19	$35.00	$18.00	$5.00	Goodyear Armor Max MSA Code: 756515897	Goodyear
15.22	2	LT245/75R17 LR E		$159.00	$12.00	$12.00	N/C	Goodyear E Workhorse AT Code: 481104855	Goodyear
15.23	2	M/T LT275/70R18 LR E		$216.55	$12.00	$12.00	N/C	Goodyear E WRL Duratrac Code: 312065027	Goodyear
15.24	2	HTP 265/65R18 M+S		$148.89	$12.00	$12.00	N/C	Goodyear SL Territory AT Code: 734006640	Goodyear
15.25	2	365/80R20		$924.15	$95.00	N/A	$18.00	Goodyear G G275 MSA Code: 756033288	Goodyear

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.26	2	LT 275/65R18 123/120 S		$186.76	$12.00	$12.00	N/C	Goodyear E Workhorse AT Code: 481267855	Goodyear
15.27	2	LT 275/65R18 LR C		$147.88	$12.00	$12.00	N/C	Goodyear C AT Adventure Code: 748958571	Goodyear
15.28	2	225/70R19.5 LR G		$279.94	$18.00	$18.00	$3.00	Goodyear G G647 RSS Code: 139172053	Goodyear

SPECIALTY TIRES "PICK UP TRUCK"

Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT VI FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.1	1	225/65R16	X		$12.00	$12.00	N/A		
16.2	1	225/65R17		$139.91	$12.00	$12.00	N/A	Goodyear D Workhorse AT Code: 481267855	Goodyear
16.3	1	225/70R19.5		$279.94	$18.00	$18.00	N/A	Goodyear G G647 RSS Code: 139172053	Goodyear
16.4	1	265/70R17		$170.55	$12.00	$12.00	N/A	Goodyear E Workhorse AT Code: 481535855	Goodyear
16.5	1	215/75R17.5		$352.50	$18.00	$18.00	N/A	Goodyear Kmax S Code: 756912750	Goodyear
16.6	1	LT215/75R15		$153.98	$12.00	$12.00	N/A	Goodyear D WRL HT OL Code: 744154900	Goodyear

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.7	34	LT235/85R16		$119.00	$12.00	$12.00	N/A	Goodyear E Workhorse HT Code: 131745944	Goodyear
16.8	16	245/70R17		$154.56	$12.00	$12.00	N/A	Goodyear E Workhorse AT Code: 481120855	Goodyear
16.9	1	LT245/75R16		$140.00	$12.00	$12.00	N/A	Goodyear E Workhorse AT Code: 481103855	Goodyear
16.10	4	275/65R18		$186.76	$12.00	$12.00	N/A	Goodyear E Workhorse AT Code: 481965856	Goodyear
16.11	1	285/70/17		$174.00	$12.00	$12.00	N/A	Goodyear E Workhorse AT Code: 481096856	Goodyear
16.12	1	225/75R15		$107.71	$12.00	$12.00	N/A	Goodyear LR-E Endurance Code: 724857519	Goodyear
16.13	32	235/70R16		$120.14	$12.00	$12.00	N/A	Goodyear SL Workhorse AT Code: 480043856	Goodyear
16.14	4	265/70R16		$139.64	$12.00	$12.00	N/A	Goodyear SL Workhorse AT Code: 480045856	Goodyear
16.15	1	245/75R17		$159.00	$12.00	$12.00	N/A	Goodyear E Workhorse AT Code: 481104855	Goodyear
16.16	1	LT285/70R17		$174.00	$12.00	$12.00	N/A	Goodyear E Workhorse AT Code: 481096856	Goodyear
16.17	1	205/75R15	X		$12.00	$12.00	N/A		

FLAT REPAIR SERVICES

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.1	1	10.00R20		$20.00	N/C	N/C	$8.00	N/A	$3.00
17.2	1	11L-15		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.3	1	11R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.4	1	11R24.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.5	1	12.5-80.18		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.6	1	12R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.7	1	13x6.5-6		$15.00	$15.00	N/C	$8.00	N/A	$3.00

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.8	1	14.00-24		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.9	1	16.9x30		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.10	1	19.5L-24		$35.00	$35.00	N/C	$20.00	N/A	$3.00
17.11	1	2.5-80-18		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.12	1	205/75/15		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.13	1	215/75R15		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.14	1	215/75R17.5		$18.00	$18.00	N/C	$6.00	N/A	$3.00
17.15	1	215/85R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.16	1	21x7-12		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.17	1	21x7-18		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.18	1	225/65R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.19	1	225/65R17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.20	1	225/70R19.5		$18.00	$18.00	N/C	$6.00	N/A	$3.00
17.21	1	225/75R15		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.22	1	23.5R25		$75.00	$75.00	N/C	$40.00	$15.00	$18.00
17.23	1	235/70R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.24	1	235/75R17.5		$18.00	$18.00	N/C	$6.00	N/A	$3.00
17.25	1	235/80R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.26	1	235/85R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.27	1	245/70R17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.28	1	245/75R16		$12.00	$12.00	N/C	$6.00	N/A	N/C

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.29	1	245/75R17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.30	1	24x12.00		$15.00	$15.00	N/C	$6.00	N/A	N/C
17.31	1	265/65R18		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.32	1	265/70R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.33	1	265/70R17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.34	1	265/75R16		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.35	1	275/65R18		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.36	1	275/70R18		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.37	1	275/80R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.38	1	285/70R17		$12.00	$12.00	N/C	$6.00	N/A	N/C
17.39	1	285/75R24.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.40	1	29.5-25		$75.00	$75.00	N/C	$40.00	$15.00	$18.00
17.41	1	315/80R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.42	1	365/80R20		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.43	1	380/85/24		$40.00	$40.00	N/C	$20.00	N/A	$8.00
17.44	1	385/65R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.45	1	425/65R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.46	1	445/65R22.5		$25.00	$25.00	N/C	$10.00	N/A	$3.00
17.47	1	4-5-24		$15.00	$15.00	N/C	$8.00	N/A	$3.00
17.48	1	460/85/38		$40.00	$40.00	N/C	$20.00	N/A	$8.00
17.49	1	775/65R29		$40.00	$40.00	N/C	$20.00	$15.00	$8.00

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.50	1	875/65R29		$40.00	$40.00	N/C	$20.00	$15.00	$8.00

SERVICE CALLS

These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT VII FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Line Item	Description	No Bid	Unit Price	Unit Price
18.1	Sunday Pretrip Inspection		$65.00	Per Hour
18.2	5 AM Pretrip Inspection Mon-Friday		$65.00	Per Hour
18.3	Repair Call 7AM – 7PM		$45.00	Once Per Event
18.4	Repair Call 7PM – 7AM		$55.00	Once Per Event

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/12/2024

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
Aon Risk Services Northeast, Inc.
Cleveland OH Office
950 Main Avenue
Suite 1600
Cleveland OH 44113 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Cas Co of America	25674
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
The Goodyear Tire & Rubber Co.
200 Innovation Way
Attn: Risk Management Dept.
Akron OH 44316-0001 USA

COVERAGES **CERTIFICATE NUMBER:** 570107671291 **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						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
A	**AUTOMOBILE LIABILITY**			TC2JCAP-117D4194-TIL-24	02/01/2024	02/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured is Self-Insured for General Liability. City of Edinburg is included as an Additional Insured with respect to the Automobile Liability policy as required by written contract.

CERTIFICATE HOLDER

City of Edinburg
Attn: City Manager
415 W. University Drive
Edinburg TX Edinburg 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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570107671291

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/11/2023

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	CONTACT NAME:	
Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: CMeCertProduction@LibertyMutual.com	
www.LibertyMutual.com	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Insurance Corporation	42404
INSURED	INSURER B : Liberty Mutual Fire Insurance Company	23035
The Goodyear Tire & Rubber Company 200 Innovation Way Akron OH 44316-0001	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 77522159 **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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-C8D-004151-054 (All State Except OH, ND, WA, WY) WC7-C81-004151-104 (MN) WC7-C81-004151-064 (WI)	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Excess Workers Comp			EW2-68N-004151-074 (KS, OK) EW2-68N-004151-214 (OH)	1/1/2024 1/1/2024	1/1/2025 1/1/2025	SIR KS - $300,000 SIR OK - $5,000,000 SIR OH - $5,000,000	

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

RE: Bid #2024-04 specifications.

CERTIFICATE HOLDER

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

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

Abby Nolan

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COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: The Goodyear Tire & Rubber Company
(Full, correct legal name)

- Address: Local: 6501 N EXPRESSWAY 281, UNIT E EDINBURG, TX 78542
  Corporate: 200 Innovation Way Akron, Ohio 44316
- Telephone/Fax: Local: (956) 316-4722 Corporate: (330) 796-2121
- Email address: Local: ct_location_041@goodyear.com Corporate: ct_govtsales@goodyear.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No X___

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X___ No____

4. Where is the Company's corporate headquarters located? Ohio

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes X___ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

9_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 4

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X___

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Juan Dominguez
Address: 6501 N EXPRESSWAY 281, UNIT E EDINBURG, TX 78542
Telephone: (956) 316-4722
Fax: _____
Email: juan_dominguez@goodyear.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Provide any other names under which your business has operated within the last 10 years.
Goodyear Commercial Tire & Service Centers

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

**Information related to any material litigation is disclosed by Goodyear in accordance with SEC requirements in its publicly available financial statements, which can be found on our corporate website.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 9/18/2024

Company/Vendor Name: The Goodyear Tire & Rubber Company

Printed Name and Title: Chris Campbell, Senior Director CTSC

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Chris Campbell, the undersigned representative of The Goodyear Tire & Rubber Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

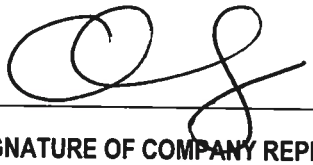
2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Chris Campbell, Senior Director CTSC

TYPE/PRINT NAME AND TITLE:

9/18/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Chris Campbell, the undersigned representative of The Goodyear Tire & Rubber Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

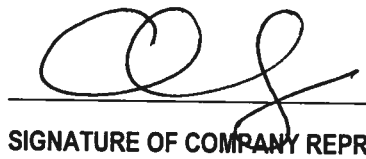
1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Chris Campbell, Senior Director CTSC

TYPE/PRINT NAME AND TITLE:

9/18/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Chris Campbell, the undersigned representative of The Goodyear Tire & Rubber Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(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 firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

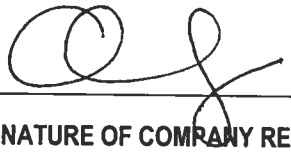
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Chris Campbell, Senior Director CTSC

TYPE/PRINT NAME AND TITLE:

9/18/2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Chris Campbell, being first duly sworn, deposes and says that: *(Name)*

(1) He is ~~President~~ Senior Director, CTSC of The Goodyear Tire & Rubber Company, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

except as bidder provides pricing to its dealers in the ordinary course and is unaware whether such pricing is being utilized to bid

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Senior Director, CTSC

Subscribed and sworn to me this 18th day of Sept 2024

By: Michelle L May

Notary Public

NOTARIAL SEAL STATE OF OHIO

MICHELLE L. MAY
Notary Public, State of Ohio
My Commission Expires:
June 02, 2029

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

The Goodyear Tire & Rubber Company

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

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

None

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

7

Signature of vendor doing business with the governmental entity

9/18/2024

Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Subject: Form 1295

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php#Q22

4. Do I have to list interested parties if my company is publicly traded?

No interested parties are needed for publicly traded companies. Those parties are already public knowledge and can be obtained elsewhere.

(NASDAQ: GT) Goodyear Tire & Rubber Co trades on the NASDAQ under the ticker symbol GT.

Sincerely,

Goodyear Commercial Tire & Service Centers

ATTACHMENT I

STEER AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		CC
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		CC
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		CC
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	CC
2.	The tires shall be new; **TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	CC
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	CC
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	CC
5.	All Tires must have Full Width Protector Ply.	CC
6.	All Tires must have at a minimum Three Steel Belt Construction	CC
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	CC
8.	All Tires must have Side Wall Wear indicators. Note: All Goodyear tires have sidewall protective ribs molded into the sidewall to protect the sidewall from curbing damage. Sidewall wear indicators are only for G647 RSS, Endurance TSD and G652 Metro Milers.	CC

9.	All Tires must have Curb Guards.					CC
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.					CC
11.	**Tires must be an All Position or Steering Optimized Radial;** optimized for exceptional traction and wear in mixed and severe on/off road service. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**					CC
	11R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M760, M726, M713, M870, M864 or equal manufacture approved	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**	CC
	315/80R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M760, M726, M713, M870, M864 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	CC
	385/65R22.5	Goodyear G296; Michelin XZY3; Bridgestone M864 or equal manufacture approved	Load Range **"J"**	Minimum **18 Ply**	Tread Depth Minimum **22/32nds**	CC
	425/65R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M864 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	CC

ATTACHMENT II

DRIVE AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		CC
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		CC
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		CC
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	CC
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	CC
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	CC
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	CC
5.	All Tires must have Full Width Protector Ply.	CC
6.	All Tires must have at a minimum Three Steel Belt Construction	CC
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	CC
8.	All Tires must have Side Wall Wear indicators. Note: All Goodyear tires have sidewall protective ribs molded into the sidewall to protect the sidewall from curbing damage. Sidewall wear indicators are only for G647 RSS, Endurance TSD and G652 Metro Milers.	CC

9.	All Tires must have Curb Guards.					CC
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.					CC
12	Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**					CC
	11R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **30/32nds**	CC
	315/80R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **28/32nds**	CC
	425/65R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	CC

	TIRE RETREAD			INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.				CC
13.	**RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service;** designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**			CC
	11R22.5	**Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration**	Tread Depth Minimum: 26/32nds or better	CC
	315/80R22.5	**Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration**	Tread Depth Minimum: 32/32nds or better	CC

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES					INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.					CC
14.	All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**				CC
	2.5-80-18				CC
	4-5-24				CC
	11L-15SL	**Steering Tire – Shock-fortified nylon cord body and cut-resistant sidewall.**	**8 ply**	**33/32nd Tread Depth**	CC
	12.5-80.18	**Steering Tire – Deep overlapping bar cleats and low profile provide excellent traction and flotation with skid-steer loaders.**	**12 Ply**	**32/32nd Tread Depth**	CC
	13x6.5-6	**4.5 Reliance**			CC
	14.00-24				CC
	16.9x30	**Kubota Tractor Model M5400 / M5700**			CC
	19.5L-24	**Drive Tire- For backhoe and construction equipment on and off the road. Gives long tread life on hard surface roads.**	**10 Ply**	**34/32nd Tread Depth**	CC
	21x7-12				CC
	21x7-18 NMS				CC
	23.5R25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL – V STEEL – K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN			CC

		E. CUT RESISTANT TREAD DESIGN			
	29.5-25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL – V STEEL – K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN E. CUT RESISTANT TREAD DESIGN			CC
	24x12.00	**Kubota Front Deck Mower**	**12 ply**		CC
	205/75/15				CC
	235/85R16	**General specialty tire**			CC
	380/85/24				CC
	460/85/38				CC
	775/65R29				CC
	ST235/80R16				CC
	ST235/85R16				CC
	875/65R29				CC

ATTACHMENT V

SPECIALTY TIRES "FIRE EMERGENCY SERVICES"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		CC
NEW TIRE PURCHASE: Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		CC
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		CC
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	CC
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	CC
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	CC
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	CC
5.	All Tires must have Full Width Protector Ply.	CC
6.	All Tires must have at a minimum Three Steel Belt Construction	CC
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	CC
8.	All Tires must have Side Wall Wear indicators.	CC
9.	All Tires must have Curb Guards.	CC
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	CC

11.	Each proposed tire must be specifically designed and rated for **FIRE SERVICE USE**. For safety reasons, the **EDINBURG FIRE DEPARMENT** will **ONLY CONSIDER MICHELIN TIRES** or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, these departments will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than **MICHELIN TIRES**, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under **NFPA 1911 and/or TRUCK MANUFACTURER** for **"FIRE EMERGENCY RESPONSE"**. **ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**	CC
15.	Fire Emergency Response Tires **SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS**; Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER MICHELIN TIRES, OR A DEPARTMENT APPROVED FIRE SERVICE RESPONSE TIRE.**	CC
	THE UNIT PRICE ON THIS BID SHALL INCLUDE VALVE STEMS, DISMOUNTING, MOUNTING, AND BALANCING. Bidder must maintain an adequate supply of all tire sizes available at all times.	CC

FIRE SERVICE TIRES

10.00R20	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R/24.5	Michelin XZY3 Goodyear G751 or approved equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **24/32nds**
12R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
LT215/85R16	Michelin Defenders or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
225/70R19.5 RSS	Goodyear G647 or approved Michelin equal	Load Range **"G"**	Minimum **14 Ply**	Tread Depth Minimum **16/32nds**
225/70R19.5 RSD	Goodyear G622 or approved Michelin equal	Load Range **"G"**	Minimum **14 Ply**	Tread Depth Minimum **19/32nds**
235/75R17.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **18 Ply**	Tread Depth Minimum **23/32nds**
LT245/75R16	Michelin LTX M+S² or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**

ATTACHMENT V

	A/T 265/70R17 115S M+S	Michelin LTX A/T² or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
	LT265/75R16	Goodyear Wrangler or approved Michelin equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **15/32nds**
	LT275/65R18 LR E	Goodyear Wrangler or approved Michelin equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **15/32nds**
	275/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"G"**	Minimum **18 Ply**	Tread Depth Minimum **23/32nds**
	285/75R24.5	Goodyear G399 LHS or approved Michelin equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **18/32nds**
	315/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	385/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	425/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	445/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	LT245/75R17 LR E		Load Range **"E"**		
	M/T LT275/70R18 LR E		Load Range **"E"**		
	HTP 265/65R18 M+S				
	365/80R20				
	LT 275/65R18 123/120 S				
	LT 275/65R18 LR C				
	225/70R19.5 LR G				

SPECIALTY TIRES "PICK UP TRUCK"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		CC
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		CC
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		CC
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	CC
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	CC
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	CC
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	CC
5.	All Tires must have Full Width Protector Ply.	CC
6.	All Tires must have at a minimum Three Steel Belt Construction	CC
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	CC
8.	All Tires must have Side Wall Wear indicators. Note: All Goodyear tires have sidewall protective ribs molded into the sidewall to protect the sidewall from curbing damage. Sidewall wear indicators are only for G647 RSS, Endurance TSD and G652 Metro Milers.	CC
9.	All Tires must have Curb Guards.	CC

10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	CC
16.	Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. **All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**	CC
	All tires must have a Load Index Rating above "100"	CC
	All tires must have a minimum of 10ply rating	CC
	All tires must be All Terrain Tires AT/S unless specified different	CC

	SERVICE CALLS	INITIALS
	If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.	CC
18.	**These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.**	CC
	A Service Call shall be charged "ONLY" once per event. (i.e. – if a flat is discovered during the 5AM Pre-Trip Inspection, the vendor will ONLY charge the 5AM Service Charge Plus the cost of the Flat as listed above. If in the event multiple flats are discovered the billing will remain the same, a single service call plus the cost of the repair(s).) If the vendor fails to identify a flat during his pre-trip inspection the City will ONLY pay for the service call associated with the Pre-Trip Inspection of the Fleet and will not pay for a Repair Service Call.	CC
19.	All tires must have been produced within the last 12 months prior to delivery	CC
20.	Warranty against defective material, workmanship, and failure to perform in accordance with required performance criteria for the life of the original tread, with the exception of road hazards (side failure shall not void the warranty)	CC
21.	**Order, Delivery, Stock, and Pricing**	CC
	a. The vendor must be able to deliver up to 16 tires of each size for each order placed.	CC
	b. Tires must be delivered within four hours of order.	CC
	c. Bid price will include all costs including fees for fuel or delivery charge.	CC
	d. There is no minimum or maximum order quantity.	CC
	e. Pricing will be held for the term of the contract.	CC

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND VENDOR FOR NEW TIRES, RETREADS AND FLAT REPAIR SERVICES

The City of Edinburg (hereinafter called "City"), and VENDOR, (herein called "Vendor"), are parties to this agreement to provide service as specified in the Request for Bid # 2024-__ specifications.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain products and services in connection therewith; and,

WHEREAS, Vendor represents that is has the knowledge, ability, equipment, and personnel to properly provide products and services needed by the City;

NOW, THEREFORE, the City and Vendor do mutually agree as follows:

SECTION I
EMPLOYMENT OF VENDOR

Vendor agrees to provide all labor, materials, and equipment necessary to provide products and perform work as described in Exhibit A - Request for Bid No. 2024-__ and proposal submitted by Vendor. City agrees to employ Vendor to furnish and provide products and related services as stated in this agreement and Exhibit "A". Upon receipt of such goods and services to the City's satisfaction, City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor shall, in the scope of its work, provide service (herein called "Product") as specifically identified in **Exhibit "A",** Request for Bid No. 2024-__, and in the proposal submitted by Vendor. Signatures by both parties on this Agreement shall be deemed authorization to proceed.

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
RESPONSIBILITIES OF CITY

A. City will facilitate Vendor's work with the following tasks:

1. Provide Vendor with its requirements for the Product.

2. Assist Vendor by providing information reasonably available to the City and pertinent to the Product.

3. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defects in Product.

SECTION IV
RESPONSIBILITIES OF VENDOR

A. Vendor shall deliver the Product described in **Exhibit "A".**

B. Vendor shall perform 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, and completeness of the Product furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in delivering the Product. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Vendor shall keep the City informed regarding the Products delivered under this Agreement. In connection with the delivery of the Products by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Product as City may request.

D. City's review, approval, or acceptance of Product shall not in any way relieve Vendor of responsibility for the technical adequacy of the Product. Neither City's review, approval, or acceptance of, nor payment for, any of the Product 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.

E. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance related to the Product furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

F. Vendor's obligations under this clause are in addition to the Vendor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Vendor for Vendor's errors or omissions.

SECTION V
PAYMENT AND FEES

A. City agrees to pay Vendor for service herein contracted pursuant to the unit prices equal to or less than those listed in Exhibit "A". Nothing in this agreement will restrict the Vendor from providing service at unit pricing less than the listed unit item price in Exhibit "A".

B. All invoices, billing statements, and shipping reports will be computer generated. Hand written invoices, billing statements, shipping reports are not acceptable.

C. City is to be billed on a monthly basis. The billing statement is to include a line item format.

D. 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 Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor'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. Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

d. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

e. Any Services are defective, requiring correction or replacement;

f. City has been required to correct defective Services or has accepted defective Services;

g. Liens have been filed in connection with the Services; or

h. Other items entitle City to a set-off against the payment amount.

If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Vendor 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 Vendor's employees' taxes. Vendor 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. Vendor 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. Prior to and as a condition of final payment to Vendor following termination or expiration of this Agreement as defined below, Vendor shall deliver to City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims 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 September 30, 2025.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement with 10 days' notice providing an opportunity to cure if, in the City's ~~sole~~ reasonable judgment, Vendor breaches or violates any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Vendor except for charges for Product delivered by Vendor and accepted by the City prior to receipt of notice of termination or completion. 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. The City reserves the right to suspend this Agreement, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume delivering Product to the City when directed to do so by the City. The City shall have no liability to Vendor except for charges for Product delivered by Vendor and accepted by the City prior to receipt of notice of suspension of Services.

E. Upon termination or suspension of this Agreement under this Section, the City may obtain the services of another entity to deliver Product under this Agreement.

SECTION VII
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 Vendor 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 VIII
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 expenses, including attorneys' fees, costs, and expenses.

SECTION IX
INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any third party claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees for injury to or death to any person or for damage to any property, to the extent directly arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to the Product.

SECTION X
LIMITATION OF LIABILITY

A. Vendor 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 Vendor's total fees for the Services rendered. Vendor 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, Vendor's performance, or of any other obligations relating to this Agreement, 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 XI
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 XII
NO PENDING LITIGATION

A. 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 Vendor threated against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIII
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 XIV
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 Vendor:

VENDOR
ADDRESS
Attn.:

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 XV
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 XVI
SUCCESSORS AND ASSIGNS

City and Vendor 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 Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other. Specifically, but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

SECTION XVII
CONFLICT OF TERMS

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.

SECTION XVIII
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 Product with knowledge of a breach by Vendor 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 Product or payment to Vendor 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 Product 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 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:

BY:_____
Josephine Ramirez Solis
City Attorney

VENDOR

BY:_____
NAME
ADDRESS
Phone:
Email:

Attachment:
Exhibit "A" – Request for Bid No. 2024-__
Exhibit "B" - Insurance

GOODYEAR UNISTEEL® LIMITED WARRANTY

United States & Canada

Unisteel® Radial Light Truck Tires
Unisteel Radial Medium Truck Tires

WHO IS ELIGIBLE FOR WARRANTY COVERAGE?

You are eligible for the benefits of this limited warranty if you meet all the following criteria:

- You are the owner or authorized agent of the owner of new Goodyear® Unisteel radial light truck or medium radial truck tires, including mud and snow and on-/off-road tires.
- Your tires bear Department of Transportation (DOT) prescribed tire identification numbers and are not branded "NA" (Not Adjustable).
- Your Goodyear truck tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations.
- Your tires were purchased on or after April 15, 2023.

WHAT IS COVERED AND FOR HOW LONG?

1. FREE TIRE REPLACEMENT – Goodyear truck tires covered by this warranty that become unserviceable due to a covered warranty condition during the first 2/32" (inch) treadwear or 12 months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire without charge. You pay only for the mounting and balancing. (Without proof of purchase, date of manufacture will be used to determine eligibility.)

2. PRORATED TIRE REPLACEMENT – Tires worn beyond the first 2/32" (inch) treadwear that become unserviceable due to a covered warranty condition will be replaced on a prorated basis. You are responsible for mounting, balancing and any additional services you order at the time of adjustment, as well as any taxes and government-mandated charges.

3. TIRES WITH DURASEAL TECHNOLOGY® — SEALANT CREDIT DURING ORIGINAL TREAD* – Failure of the DuraSeal Technology to seal a maximum 1/4" (inch) puncture in the repairable area of the original tread will qualify for a one-time credit during the life of the original tread within four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Sealant credit is based on local currencies in the country where the adjustment takes place, $50.00 for both the U.S. and Canada.

4. TIRES WITH DURASEAL TECHNOLOGY — SEALANT CREDIT DURING FIRST RETREAD* – Failure of the DuraSeal Technology to seal a maximum 1/4" (inch) puncture in the repairable area of the tread will qualify for a one-time credit through 100% of the first retread up to four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Sealant credit is based on local currencies in the country where the adjustment takes place, $25.00 for both the U.S. and Canada. All punctures must be repaired at time of retreading for this Limited Warranty to be honored. If a sealant credit was issued during the original tread life, no other requests for credit will be honored.

*All claim forms submitted for sealant credit must be verified by an authorized Goodyear representative.

HOW WILL THE PRORATED CHARGES BE CALCULATED?

The replacement price will be calculated by multiplying the current Goodyear advertised selling price, at the adjustment location, by the percentage of usable original tread that has been worn off at the time of adjustment. You pay for mounting, balancing, an amount equal to the full current Federal Excise Tax (FET – U.S. only) and any other applicable taxes for the comparable new Goodyear replacement tire as well as any government-mandated charges.

EXAMPLE:

If your disabled tire had an original 16/32" (inch) of usable tread depth and is worn to 8/32" (inch) of usable tread remaining, you have used 50% and therefore must pay 50% of the advertised selling price of a comparable tire, plus an amount equal to the full current Federal Excise Tax (U.S. only) applicable to the comparable new replacement tire at the time of adjustment. If the price of the comparable tire is $400.00, the cost to you would be $200.00 plus Federal Excise Tax (U.S. only), mounting, balancing, any other applicable taxes and government-mandated charges.

$$\frac{\text{Amount Of Tread Used}}{\text{Original Tread}} \times \text{Value Of Comparable Tire} = \text{Prorated Price Of New Tire}$$

(Plus FET [U.S. only], other applicable taxes, government-mandated charges and mounting and balancing.)

WHAT IS A COMPARABLE TIRE?

A "comparable" new Goodyear tire may be either the same line of tire or, in the event that the same tire is not available, a tire of the same basic construction and quality with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you.

Any replacement tire provided pursuant to this warranty will be covered by the Goodyear warranty in effect at the time of replacement.

WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

- Wear conditions or tire damage due to road hazards (including punctures, cuts, snags, impact breaks, etc.). Wreck, collision, or fire. Fast wear, irregular wear, heel and toe wear or other wear conditions.
- Improper inflation, overloading, high-speed spinup, misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting.
- Mechanical condition of the vehicle.
- Chip/chunk conditions on tires intended for highway service.
- Ride disturbance after the first 2/32" (inch) treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a factory producing Goodyear tires to change its appearance (example: white inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.
- Material added to a tire after leaving a factory producing Goodyear tires (examples: tire fillers, sealants or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Any Goodyear Commercial Truck tire with the word "Mileage" on the sidewall.
- Tires removed from service due to improper repairs.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

Note: Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This limited warranty is applicable only in the U.S. and Canada.

WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

Goodyear® Premium Casings	
Endurance LHS, LHD, RSA	G572 1AD Fuel Max
G316® LHT™ DuraSeal + Fuel Max™	Fuel Max LHD2
G316® LHT™ Fuel Max®	Fuel Max™ RSA
Fuel Max™ LHT™	Fuel Max™ RTD
	UltraGrip RTD

Goodyear premium casings in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered conditions through the first retread for a period of seven (7) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, these premium casings will be warranted for covered conditions for an unlimited number of retreads for a period of seven (7) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing credit is based on local currencies in the country where the adjustment takes place. Casing allowance will be $130.00 in both the U.S. and Canada.

WHAT IS THE MARATHON® LONG HAUL RADIAL & MARATHON REGIONAL SERVICE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

Any Goodyear Marathon LHS®, Marathon LHD®, Marathon LHT™, Marathon RSA®, Marathon RSS®, Marathon RSD® & Marathon RTD® will be warranted for covered conditions through the first retread for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, these mid-tier casings will be warranted for covered conditions for an unlimited number of retreads for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing credit is based on local currencies in the country where the adjustment takes place. Casing allowances are $100.00 in both the U.S. and Canada.

WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

All other Goodyear Unisteel® radial light truck or radial medium truck tires will be warranted for covered conditions through the first retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, except G278 MSD and Armor Max MSA in tire sizes 385/65R22.5, 425/65R22.5 and 445/65R22.5 and all Fuel Max SSD DuraSeal and all Fuel Max SST Duraseal (see paragraph below), casings will be warranted for covered conditions for an unlimited number of retreads for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded, all G278 MSD and Armor Max MSA in tire sizes 385/65R22.5, 425/65R22.5 and 445/65R22.5 and all Fuel Max SSD DuraSeal and all Fuel Max SST Duraseal will be warranted for covered conditions for one retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing values are based on the predetermined casing value at the time of adjustment. See your servicing Dealer for these values.

HOW DO YOU KNOW WHEN YOUR TIRES WERE MANUFACTURED?

Tires with a TIN (DOT) number ending with 1021 or greater were manufactured after 03/07/2021 (1021 refers to the 1st week of March 2021).

WHEN DOES THE WARRANTY END?

Premium Radial Medium Truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible or seven (7) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

Marathon LHS®, Marathon LHD®, Marathon LHT®, Marathon RSA®, Marathon RSS®, Marathon RTD® & Marathon RSD® Radial Medium Truck tires have delivered their full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible, or six (6) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE MARATHON® LONG HAUL & MARATHON REGIONAL SERVICE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

All other Goodyear Unisteel radial light truck or radial medium truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible or four (4) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

HOW DO YOU OBTAIN AN ADJUSTMENT?

A. You must present the tire to be adjusted to an authorized Goodyear Commercial Tire Retailer. Please consult your telephone directory or visit www.goodyeartrucktires.com for locations. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
B. You must pay for taxes or any additional services you order at the time of adjustment.
C. No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Commercial Tire Retailer) that is completely filled out and signed by you, the owner of the tire presented for adjustment, or your authorized agent.

WHAT ARE YOUR LEGAL RIGHTS?

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Note: No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

SERIOUS INJURY, DEATH OR PROPERTY DAMAGE MAY RESULT FROM:

- TIRE FAILURE DUE TO UNDERINFLATION/ OVERLOADING/MISAPPLICATION. Follow the vehicle owner's manual or tire placard in the vehicle.
- TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE. Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- TIRE FAILURE DUE TO IMPROPER REPAIRS. See U.S. Tire Manufacturers Association (USTMA) established repair procedures at www.ustires.org, and/or go to www.goodyear.com for information on proper repair procedures.
- EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING. Only specially trained persons should mount tires. When mounting tires, use a safety cage and a clip-on extension air hose to inflate.
- FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.
- FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.
- TIRE SPINNING. On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (56 kph), as indicated on the speedometer.
- EXCESSIVE WHEEL SPINNING. This can also result in tire disintegration or axle failure.

FOR SERVICE ASSISTANCE OR INFORMATION:

1. First contact the nearest Authorized Goodyear Commercial Tire Retailer.

2. If additional assistance is required:

   - In the U.S., write to —
     Goodyear Customer Assistance Center
     Department 728
     200 Innovation Way
     Akron, OH 44316

   - In Canada, write to —
     Goodyear Customer Assistance Center
     450 Kipling Avenue
     Toronto, Ont. M8Z 5E1

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GOODYEAR MORE DRIVEN.

GOODYEAR® AUTHORIZED RADIAL RETREAD LIMITED WARRANTY

United States & Canada

COMMERCIAL TIRE

Goodyear Unisteel® Radial Truck Tires
Dunlop® Radial Truck Tires
Kelly® Radial Truck Tires
Cooper® Radial Truck Tires
Roadmaster® Radial Truck Tires

WHO IS ELIGIBLE AND WHAT IS COVERED?

You are eligible for the benefits of this limited warranty if you are the owner or the authorized agent of the owner of a radial truck tire casing which has been retreaded or repaired by a Goodyear Authorized Retreader using Goodyear brand retreads or Goodyear-authorized repair materials bearing a Department of Transportation (DOT) prescribed retreader tire identification number designating a Goodyear Authorized Retreader. This warranty is effective as of April 15, 2023. This warranty does not apply to tires designated for off-highway service.

WHAT IS THE CASING COVERAGE?

Goodyear premium casings (refer to the Goodyear Commercial warranty for the premium tire lines) in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered warranty conditions for an unlimited number of retreads up to seven (7) years from the date of new tire manufacture or new tire purchase, if proof of purchase is available. All Goodyear premium casings in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5, beyond seven (7) years from the date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. Casing credit is based on local currencies in the country where the adjustment takes place. Refer to the Goodyear Commercial warranty for the casing values.

Goodyear Marathon LHS®, Marathon LHD®, Marathon LHT™, Marathon RSA®, Marathon RSS®, Marathon RSD® and Marathon RTD® casings will be warranted for covered conditions for an unlimited number of retreads for a period of six (6) years from the date of new tire manufacture or new tire purchase, if proof of purchase is available. All Goodyear Marathon LHS, Marathon LHD, Marathon LHT, Marathon RSA, Marathon RSS, Marathon RSD and Marathon RTD casings beyond six (6) years from the date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. Casing credit is based on local currencies in the country where the adjustment takes place. Refer to the Goodyear Commercial warranty for the casing values.

Cooper PRO-Series and WORK-Series casings, except 17.5 & 19.5 sizes, will be warranted for covered warranty conditions for unlimited number retreads for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available.

Cooper SEVERE-Series & 17.5 & 19.5 sizes, casings will be warranted for covered warranty conditions through two (2) retreads for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing Values are based on the predetermined casing value at the time of adjustment. See your servicing Dealer for these values.

Radial truck tires branded “BLEMISH”, “MAL-WEAR”, “NON-UNIF” (non-uniform) or “NON-ADJ” (non-adjustable) are not eligible for a casing allowance.

Dunlop premium casings (refer to the Dunlop Commercial warranty for the premium tire lines) in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered warranty conditions for an unlimited number of retreads up to six (6) years from the date of new tire manufacture or new tire purchase, if proof of purchase is available. All Dunlop premium casings in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5, beyond six (6) years from the date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. Casing credit is based on local currencies in the country where the adjustment takes place. Refer to the Dunlop Commercial warranty for the casing values.

All Goodyear G278 MSD and Armor Max MSA in tire sizes 385/65R22.5, 425/65R22.5 and 445/65R22.5 and all Goodyear G392 SSD™ DuraSeal + Fuel Max™, G392A SSD DuraSeal + Fuel Max & G394 SST® DuraSeal + Fuel Max™, Fuel Max SSD DuraSeal, Fuel Max SST DuraSeal tires will be warranted for covered conditions for one retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

Roadmaster LONG HAUL, REGIONAL, PICKUP & DELIVERY casings, except 17.5 & 19.5 sizes, will be warranted for covered warranty conditions for two (2) retreads for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available.

Roadmaster OFF ROAD, MIXED SERVICE & WASTE HAUL and 17.5 & 19.5 casings, will be warranted for covered warranty conditions through two (2) retreads for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing Values are based on the predetermined casing value at the time of adjustment. See your servicing Dealer for these values.

Radial truck tires branded “BLEMISH”, “MAL-WEAR”, “NON-UNIF” (non-uniform) or “NON-ADJ” (non-adjustable) are not eligible for a casing allowance.

All Kelly® Armorsteel LHS2, LHD2, LHT2, RSA2, RSD2 medium radial truck tire casings will be warranted for covered conditions for two (2) retreads for a period of six (6) years from the date of new tire manufacture or new tire purchase, if proof of purchase is available, and are eligible for a credit equal to the predetermined casing allowances. See your servicing dealer for these values at the time of adjustment.

All Kelly® Armorsteel RSA2 ULT, RSD2 ULT, MSA2 and MSD2 radial truck tire casings will be warranted for covered conditions for two (2) retreads for a period of four (4) years from the date of new tire manufacture or new tire purchase, if proof of purchase is available, and are eligible for a credit equal to the predetermined casing allowances. See your servicing dealer for these values at the time of adjustment.

All other Goodyear, Dunlop and Kelly radial truck tire casings will be warranted for covered warranty conditions for an unlimited number of retreads up to four (4) years from the date of new tire manufacture or new tire purchase, if proof of purchase is available, and are eligible for a credit equal to the predetermined casing allowances. See your servicing dealer for these values at the time of adjustment. All other Goodyear, Dunlop and Kelly non-premium casings beyond four (4) years from the date of new tire manufacture or new tire purchase, if proof of purchase is available, are excluded from coverage by this warranty. See applicable commercial warranty for full details.

In addition, brands other than Goodyear, Cooper, Dunlop, Roadmaster or Kelly medium truck tire radial casings, retreaded by a Goodyear Authorized Retreader using Goodyear brand retreads, that become unserviceable due to a covered warranty condition within the first 25% wear of the first retread or four (4) years from the new tire purchase date (whichever occurs first), are eligible for a credit equal to the predetermined casing allowances. Without proof of the new tire purchase date, the date of new tire manufacture will be used to determine eligibility. See your servicing dealer for these values at the time of adjustment. All brands other than Goodyear, Cooper, Dunlop, Roadmaster or Kelly casings beyond the first 25% wear of the first retread or four (4) years from the new tire purchase date (whichever occurs first), are excluded from coverage by this warranty. Without proof of the new tire purchase date, date of the new tire manufacture will be used to determine eligibility.

HOW WILL THE RETREAD CREDIT BE DETERMINED WHEN THE CASING BECOMES UNSERVICEABLE DUE TO A COVERED WARRANTY CONDITION?

Full credit for the retreading or repair costs will be issued, based on the current retail selling price of the retread during the first 2/32" (inch) (or the first 25% for UniCircle® retreads) of usable treadwear if the casing becomes unserviceable within the coverage period due to a covered warranty condition.

Retreading costs that are not eligible for full credit will be prorated. The replacement price will be calculated by multiplying the current Goodyear retail selling price of the retread by the percentage of usable tread remaining at the time of adjustment.

You must pay for mounting, balancing, applicable taxes, government-mandated charges and any additional services you order at the time of adjustment.

EXAMPLE:

If your disabled tire had an original 16/3" (inch) of usable tread depth and is worn to 8/32" (inch) of usable tread remaining, you have used 50% and therefore must

pay 50% of the advertised selling price of a comparable retread tire. If the price of the comparable tire is $150.00, the cost to you would be $75.00 plus mounting, balancing, any other applicable taxes and government-mandated charges.

$$\frac{\text{Amount Of Tread Used}}{\text{Original Tread}} \times \text{Value Of Comparable Tire} = \text{Prorated Price Of New Tire}$$

(Plus applicable taxes, government-mandated charges, and mounting and balancing.)

WHAT IS THE COVERAGE ON GOODYEAR® AUTHORIZED RETREADER REPAIRS AND RETREADS?

Every retread/repair performed by a Goodyear Authorized Retreader on any radial casing using Goodyear authorized retread/repair materials and bearing a valid Department of Transportation (DOT) shop number of the Authorized Retreader is warranted to be free from a covered warranty condition and to give satisfactory service under normal operating conditions for the usable tread life of any retread.

Full replacement of the retread or repair costs will be issued, based on the current retail selling price of the retread or repair during the first 2/32" (inch) (or the first 25% for UniCircle® retreads) of usable treadwear if the retread or repair becomes unserviceable due to a covered warranty condition.

If a retread or repair becomes unserviceable due to a covered warranty condition beyond the no-charge period, a credit for the retread/repair cost will be issued on a prorated basis. The credit will be determined by multiplying the current Goodyear retail selling price of the retread by the percentage of usable tread remaining at the time of adjustment.

You must pay for mounting, balancing, applicable taxes, government-mandated charges and any additional services you order at the time of adjustment.

IN ADDITION:

Radial casing allowances will be given on all qualifying radial retreaded casings if the retread became unserviceable due to a covered warranty condition.

In cases where the retread became unserviceable due to a covered warranty condition and the casing is outside the terms of this warranty, a credit for the retread only will be calculated.

All credits must be used toward the purchase of new or retreaded Goodyear, Cooper®, Dunlop®, Roadmaster® or Kelly® products.

REMEMBER YOUR NEW TIRE WARRANTY

This limited warranty provides you with certain benefits as the owner of a radial casing that has been retreaded or repaired by a Goodyear Authorized Retreader. If you purchased a new Goodyear, Cooper, Dunlop, Roadmaster or Kelly commercial radial truck tire, you are also entitled to the benefits and are subject to the same Adjustment Limitations of the new tire limited warranty that was in effect at the time of purchase. Please consult your new tire warranty for details.

WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

- Wear conditions or tire damage due to road hazards (including punctures, cuts, snags, impact breaks, etc.), wreck, collision, fire, fast wear, irregular wear, heel and toe wear or other wear conditions.
- Improper inflation, overloading, high-speed spinup, misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting.
- Mechanical condition of the vehicle.
- Chip/chunk conditions on tires intended for highway service.
- Ride disturbance after the first 2/32" (inch) treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a Goodyear factory producing tires to change its appearance (example: white inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.
- Material added to a tire after leaving a Goodyear factory producing tires (example: tire fillers, sealants, or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Any Goodyear commercial tire with the word "Mileage" on the sidewall.
- Tires removed from service due to improper repairs.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

Note: Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This limited warranty is applicable only in the U.S. and Canada.

ADJUSTMENT LIMITATIONS

The retread warranty ends when the treadwear indicators become visible. For casing warranty information refer to section "WHAT IS THE CASING COVERAGE?"

If you are within 100 miles (160 kilometers) of where the retread was purchased, you must return the tire to that outlet to receive warranty consideration.

WHAT ARE YOUR LEGAL RIGHTS?

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state and province to province.

Note: No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.

SAFETY WARNINGS:

Property damage, serious injury or death may result from:

- **TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/MISAPPLICATION.** Follow the vehicle owner's manual or tire placard in vehicle.
- **TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE.** Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- **TIRE FAILURE DUE TO IMPROPER REPAIRS.**

  See U.S. Tire Manufacturers Association (USTMA) established repair procedures at www.ustires.org and/or go to www.goodyear.com/truck for information on proper repair procedures.
- **EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING.** Only specially trained persons should mount tires. When mounting tires, use safety cage and clip-on extension air hose to inflate.
- **FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.**
- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.**
- **TIRE SPINNING.** On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (56 kph), as indicated on the speedometer.
- **EXCESSIVE WHEEL SPINNING.** This can also result in tire disintegration or axle failure.

FOR SERVICE ASSISTANCE OR INFORMATION:

1. First contact the nearest Authorized Goodyear Commercial Tire Retailer.
2. If additional assistance is required:
   - In the U.S., write to –

     Goodyear Customer Assistance Center
     Department 728
     200 Innovation Way
     Akron, OH 44316

   - In Canada, write to –

     Goodyear Customer Assistance Center
     450 Kipling Avenue
     Toronto, Ont. M8Z 5E1

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GOODYEAR MORE DRIVEN

LIMITED WARRANTY, TIRE CARE AND MAINTENANCE GUIDE

Highway Auto Tires

Light Truck Tires

Temporary Spare

Special Trailer (ST) Tires

GOODYEAR

HIGHWAY AUTO, LIGHT TRUCK AND SPECIAL TRAILER TIRE AND ADJUSTMENT POLICY

(EXCLUDES GOODYEAR® UNISTEEL® RADIAL LIGHT TRUCK TIRES)

WHO IS ELIGIBLE?

You are eligible for the benefits of this Limited Warranty if you meet all the following criteria:

- You are the owner or authorized agent of the owner of new Goodyear highway auto, light truck or special trailer tires.
- Your tires bear Department of Transportation prescribed tire identification numbers
- Your tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations
- Your tires were purchased on or after April 1, 2019

Light truck tires are defined as all tires identified with the "LT" designation in the sidewall stamping. e.g. LT245/75R16.

Special Trailer tires are defined as all tires identified with the "ST" designation in the sidewall stamping, e.g. ST235/80R16.

WHAT IS COVERED AND FOR HOW LONG?

FREE TIRE REPLACEMENT

Any new Goodyear highway radial auto, radial light truck tire or Special Trailer (ST) tire, covered by this policy, removed from service due to a covered warranty condition during the first 2/32" of usable tread or twelve months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire at no charge, including mounting and balancing. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

ALL OTHER HIGHWAY AUTO OR LIGHT TRUCK TIRES

Any new Goodyear highway auto or light truck tire, other than radial auto or radial light truck tires, removed from service due to a covered warranty condition during the first 1/32" of usable tread will be replaced with a comparable new Goodyear tire at no charge, including mounting and balancing.

TEMPORARY SPARE TIRES

Any Goodyear temporary spare tire removed from service due to a covered warranty condition during the first 50% of usable treadwear (1/32") will be replaced with a comparable new Goodyear temporary spare tire at no charge, including mounting.

PRORATED ADJUSTMENT

Tires not eligible for free replacement that are removed from service due to a covered warranty condition will be replaced with a comparable new Goodyear tire on a prorated basis for up to six (6) years from the date of original new tire purchase or when the treadwear indicators become visible (worn to 2/32"), whichever occurs first. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

HOW WILL PRORATED CHARGES BE CALCULATED?

Replacement price will be calculated by multiplying the tire's advertised retail selling price at the time of adjustment by the percentage of usable original tread that has been worn off. You pay for mounting and balancing, and an amount equal to the current Federal Excise Tax (F.E.T. – U.S. only) and any other applicable taxes and government-mandated charges.

EXAMPLE: If your disabled tire had an original 8/32" of usable treadwear and is worn to 4/32" usable tread remaining, you have used 50% and therefore must pay 50% of the advertised retail selling price of the comparable tire.

In addition, you must pay an amount equal to the full current Federal Excise Tax (U.S. only) or any other applicable taxes and government-mandated charges for the comparable new replacement tire at the time of adjustment. If the price of the new comparable tire is $130.00, the cost to you would be $65.00 plus F.E.T. (U.S. only) plus any other applicable taxes and government-mandated charges.

WHAT IS A COMPARABLE TIRE?

A "comparable" new Goodyear tire will be the same brand tire and may be either the same line of tire or, in the event that the tire is not available, the same brand tire with the same basic construction and similar performance attributes with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you. Any replacement tire provided pursuant to this warranty will be covered by the warranty in effect at the time of replacement.

ADDITIONAL PROVISIONS

A tire has delivered its full original tread life and the coverage of this limited warranty ends when the treadwear indicators become visible (worn to 2/32") or six (6) years from the date of new tire purchase, whichever occurs first. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

LIMITATIONS

This limited warranty is applicable only in the United States and Canada.

GOODYEAR TREAD LIFE LIMITED WARRANTY

In addition to the provisions of the limited warranty for covered warranty conditions, any new Goodyear replacement tire listed below is warranted against treadwear wear-out based on the following table for up to six (6) years or the mileage indicated, whichever occurs first:

TIRE	U.S. MILES	CANADA KILOMETRES
Assurance® All-Season	65,000	105,000
Assurance ComforTred® Touring (T- and H-speed rated only)	80,000	130,000
Assurance ComforTred® Touring (V-speed rated only)	70,000	110,000
Assurance Fuel Max®	65,000	105,000
Assurance^{CS} Fuel Max®	65,000	105,000
Assurance MaxLife®	85,000	140,000
Assurance WeatherReady®	60,000	95,000
Assurance ComfortDrive®	60,000	95,000
Eagle Exhilarate™	45,000	75,000
Eagle® F1 Asymmetric All-Season*	45,000	75,000
Eagle® Sport All-Season**	50,000	80,000
ElectricDrive™	60,000	95,000
ElectricDrive™ GT	40,000	65,000
Fortera® HL	60,000	95,000
Wrangler® All-Terrain Adventure with Kevlar®	60,000	95,000
Wrangler DuraTrac® (Excludes LT sizes)	50,000	80,000
Wrangler Fortitude HT® (Excludes LT sizes)	65,000	105,000
Wrangler Fortitude HT® (LT sizes)	50,000	80,000
Wrangler SR-A® (Excludes LT sizes)	50,000	80,000
Wrangler TrailRunner AT®	55,000	85,000
Wrangler® Workhorse® AT	50,000	80,000

*For vehicles with different front and rear tire sizes, the rear tires will have a 22,500 mile/37,500 kilometre tread life warranty.

**For vehicles with different front and rear tire sizes, the rear tires will have a 25,000 mile/40,000 kilometre tread life warranty.

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HOW WILL TREAD LIFE LIMITED WARRANTY CHARGES BE CALCULATED?

Driving habits, road conditions, driving conditions and vehicle maintenance are all factors that contribute to tire wear. If your tires do not reach the miles/kilometres listed in the Tread Life table and meet with all the terms of the Tread Life Limited Warranty, the tires will be replaced as follows:

If the tread wears evenly down to the treadwear indicators (worn to 2/32") before delivering the warranted mileage, the tire will be replaced on a prorated basis, provided the original invoice is presented showing the vehicle mileage when the tires were originally installed.

EXAMPLE: If your tire has a tread life limited warranty of 80,000 miles (130,000 kilometres) and delivers 56,000 miles (91,000 kilometres) prior to wear-out (down to 2/32"), the tire will be replaced for 70% of the advertised selling price of the comparable tire at the time of adjustment. If the price of the new comparable tire is $130, the cost to you would be $91, plus any additional charges such as mounting, balancing and any other applicable taxes and government-mandated charges.

The Tread Life Limited Warranty applies only if you are the original purchaser and the tires have been used only on the vehicle on which they were originally installed, according to Goodyear's or the vehicle manufacturer's recommendations.

However, the Tread Life Limited Warranty does not apply to:

- Tires used in commercial applications including, but not limited to, police, taxi service, national account, government and contract sales.
- Tires supplied as original equipment.
- Tires that are installed on any vehicle other than the vehicle on which they were originally installed.
- Tires that after leaving the producing factory have had the tread pattern altered in any manner such as, but not limited to, siping, carving, shaving or having any material applied to the tread surface.

You must retain your original tire purchase invoice (see B. under Owner's Obligations) for tread life limited warranty consideration.

OWNER'S OBLIGATIONS:

A. You must rotate your tires in accordance with the prescribed rotation patterns as recommended by either the vehicle manufacturer or Goodyear.

B. When making a claim under the Tread Life Limited Warranty, you must present your original tire purchase invoice which shows the tire description, mileage and date the tire(s) were installed.

C. You must present the tire to be adjusted to a Goodyear Retailer. Tires replaced as an adjustment become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.

D. You must pay any other applicable taxes and government-mandated charges for any additional service you order at the time of adjustment relating to any unique applications requiring mounting, demounting or balancing.

E. No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Retailer) completely filled out and where you, the owner, or your authorized agent presented the tire for adjustment.

WHAT IS NOT COVERED BY THIS WARRANTY?

This limited warranty does not cover the following:

- Tires submitted for ride disturbance complaints that are worn beyond the first two thirty-seconds of an inch (2/32") tread depth or tires submitted for ride disturbance due to damaged wheels or any vehicle condition.
- Goodyear does not warrant or give credit in any adjustment transaction for any kind of material added to a tire (e.g., tire fillers, sealants, balancing substances)after the tire leaves a factory producing Goodyear tires, nor will it adjust any tire that has failed as a result of adding such material.
- Irregular wear or damage due to mechanical condition of the vehicle, improper inflation, overloading, high speed spin-up, misapplication, misuse, negligence, racing, use of tire chains, improper mounting or demounting, improper repair, wreck, collision or fire.
- Road hazards (includes, but is not limited to, punctures, cuts, snags, impact breaks, etc.).
- Any tire that, after leaving a factory producing Goodyear tires, has been intentionally altered to change its appearance (e.g., white inlay on a black tire or regrooved).

- Tires with weather-cracking that were purchased more than four (4) years prior to presentation for adjustment or, if purchase date cannot be verified, manufactured more than four years prior to presentation for adjustment.
- Temporary spare tires used on vehicles used in racing and on passenger cars in special applications such as police pursuit service.
- Goodyear Unisteel Commercial Radial Light Truck Tires.
- Tires removed from service due to improper repairs.
- Cosmetic weather checking.
- Low tire pressure-monitoring system – refer to vehicle manufacturer's warranty.
- Ultra high-performance summer tires are not recommended for winter use, and tread or shoulder cracking on those tires resulting from winter use will not be covered under our warranty.

WHAT ARE YOUR LEGAL RIGHTS?

No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear, except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state or province to province.

HOW DO YOU OBTAIN AN ADJUSTMENT?

A. You must present the tire to be adjusted to an authorized Goodyear service facility. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.

B. You must pay for taxes and any additional services you order at the time of adjustment plus any additional service that may be unique to your application, e.g., Tire Pressure-Monitoring System.

C. You must submit your claim on an approved claim form supplied by an authorized Goodyear service facility. The form must be filled out completely and signed, where you the owner or your authorized agent presented the tire for adjustment.

You must go to an authorized Goodyear outlet for replacement tires and all warranty service.

⚠ SAFETY WARNINGS

Property damage, serious injury or death may result from:

- **TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/MISAPPLICATION.** Follow the vehicle owner's manual or tire placard in vehicle.
- **TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE.** Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- **TIRE FAILURE DUE TO IMPROPER REPAIRS.** See U.S. Tire Manufacturers Association (USTMA) established repair procedures at www.ustires.org and/or go to www.goodyear.com for information on proper repair procedures.

- **EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING.** Only specially trained persons should mount tires.
- **FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.**
- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.**
- **TIRE SPINNING.** On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (55 kph), as indicated on the speedometer.
- **EXCESSIVE WHEEL SPINNING.** This can also result in tire disintegration or axle failure.

⚠ **WARNING** Vehicle handling, traction, ride comfort and other performance parameters may be significantly affected by a change in tire size or type. Before replacing tires, always consult and follow the vehicle owner's manual because some vehicle manufacturers prohibit changing tire size. When selecting tires that are different from the original equipment size make certain: (1) The tires have adequate load-carrying capacity based on the vehicle placard, (2) The tires have sufficient inflation pressure to carry the load and (3) There is proper clearance with no interference points between the tire and vehicle. The consumer must be aware to always drive safely and obey all traffic laws. Avoid sudden, sharp turns or aggressive lane changes. Failure to follow any of these warnings may result in loss of control of the vehicle, leading to an accident and serious injury or death.

TIRE CARE AND MAINTENANCE GUIDE

The easiest way to help ensure satisfactory mileage and performance from your Goodyear tires is to give them a simple but frequent (at least monthly) inspection for proper inflation, even treadwear and the presence of any damage.

DO MAINTAIN PROPER INFLATION PRESSURE IN YOUR TIRES

Proper inflation pressure is necessary for optimum tire performance, safety and fuel economy. Check inflation pressures at least once a month and before long trips. Use an accurate tire pressure gauge. Always check pressures when the tires are cold (when the vehicle has been driven less than one mile). If you must check inflation when the tires are hot, add 4 psi (27 kPa) to the recommended cold inflation pressure. It is difficult to tell just by looking at radial tires whether they are underinflated.*

Furthermore, when operating a vehicle equipped with radial tires, it is difficult to notice when a tire has gone flat or nearly flat since the "feel" of the vehicle does not change significantly.

***Evidence of air loss or repeated underinflation always requires expert inspection to determine the source of leakage and tire removal to determine repairability. To avoid injury, NEVER attempt to reinflate a tire that has been run severely underinflated.**

Progressive air loss may result from punctures, cuts, curbing, impacts or partial bead unseating. Some fitment causes for air loss are (1) incomplete bead seating, (2) bead tearing caused by a machine tool due to insufficient lubrication or improper adjustment. Leaking valve core or rubber valve components should be replaced when problems are detected and whenever tires are replaced.

Always maintain inflation pressure at the level recommended by the vehicle manufacturer as shown on the vehicle placard, vehicle certification label or in the vehicle owner's manual.

Underinflation is the leading cause of tire failure and may result in severe cracking, component separation or "blowout." It reduces tire load capacity, allows excessive sidewall flexing and increases rolling resistance, resulting in heat and mechanical damage. Maintaining proper inflation pressure is the single most important thing you can do to promote tire durability and maximize tread life. Overinflation increases stiffness, which may deteriorate ride and generate unwanted vibration. Overinflation also increases the chances of impact damage.

DON'T OVERLOAD YOUR VEHICLE

Check your vehicle owner's manual to determine the load limits.

Overloading your vehicle places stress on your tires and other critical

vehicle components. Overloading a vehicle can cause poor handling or increased fuel consumption and may cause tire failure. Overloading your tires can result in severe cracking, component separation or "blowout."

Never fit your vehicle with new tires that have less load capacity than shown on the vehicle tire placard and remember that optimum rim width is important for proper tire load distribution and function. The maximum load capacity stamped on the sidewalls of P-Metric & European Metric tires is reduced by 10% when used on a light truck, utility vehicle or trailer. Never fit P-Metric or European Metric tires to light trucks that specify LT-type replacement tires.

DON'T SPIN YOUR TIRES EXCESSIVELY

Avoid excessive tire spinning when your vehicle is stuck in snow, ice, mud or sand. The centrifugal forces generated by a free-spinning tire/wheel assembly may cause sudden tire explosion, resulting in vehicle damage and/or serious personal injury to you or a bystander.

Never exceed 35 mph/55 kph, as indicated on your speedometer. Use a gentle backward and forward rocking motion to free your vehicle for continued driving. Never stand near or behind a tire spinning at high speeds, for example, while attempting to push a vehicle that is stuck or when an on-the-car spin balance machine is in use.

DO CHECK YOUR TIRES FOR WEAR

Always remove tires from service when they reach two thirty-seconds of an inch (2/32") remaining tread depth. All new tires have treadwear indicators which appear as smooth banks in the tread grooves when they wear to the two thirty-seconds of an inch (2/32") level. Many wet weather accidents result from skidding on bald or nearly bald tires. Excessively worn tires are also more susceptible to penetrations.

DO CHECK YOUR TIRES FOR DAMAGE

Frequent (at least monthly) inspection of your tires for signs of damage and their general condition is important for safety. If you have any questions, have your tire Dealer inspect them. Impacts, penetrations, cracks, knots, bulges or air loss always require tire removal and expert inspection. Never perform a temporary repair or use an inner tube as a substitute for a proper repair. Only qualified persons should repair tires.

PROPER TIRE REPAIR

NOTE: Goodyear does not warrant any inspection or repair process. The repair is entirely the responsibility of the repairer and should be made in accordance with established U.S. Tire Manufacturers Association (USTMA) procedures.

Tire Pressure-Monitoring System Alert

Refer to your vehicle Owner's Manual for more information on what to do if the tire pressure warning system activates.

THE CONVENIENCE (TEMPORARY) SPARE

The Convenience (Temporary) Spare is designed, built and tested to the high engineering standards set by North America's leading car manufacturers and to Goodyear's own high standards of quality control. It is designed to take up a minimum of storage space and, at the same time, fulfill the function of a spare tire when needed. The spare is kept in its storage space, fully inflated at 60 psi. To be sure it is always ready for use, the air pressure should be checked on a regular basis.

The Convenience (Temporary) Spare can be used in combination with the original tires on your vehicle. You can expect a tire tread life of up to 3,000 miles (4,800 kilometres), depending on road conditions and your driving habits. To conserve tire tread life, return the spare to the storage area as soon as it is convenient to have the standard tire repaired or replaced.

The Convenience (Temporary) Spare weighs less than a standard tire so it's easier to handle. It also helps reduce the total car weight, which contributes to fuel economy.

The wheels used with the Convenience (Temporary) Spare are specifically designed for use with high pressure spares and should never be used with any other type tire.

SPECIAL TRAILER (ST) TIRES:

Your Goodyear Special Trailer (ST) tires are specifically designed and constructed to optimize their performance on non-driven trailer axle applications. Goodyear's Special Trailer (ST) tires are used on popular vehicle fitments, including, but not limited to: Travel Trailers, Utility Trailers, Equipment Trailers, Watercraft Trailers, Car Haulers, etc..

Due to the seasonal nature and often unique loadability of these trailers, it is very important to check inflation pressures at least once a month and before trips. Use an accurate tire pressure gauge. Always check pressures when the tires are cold (when the trailer has been driven less than one mile). If you must check inflation when the tires are hot, add 4 psi (27 kPa) to the recommended cold trailer placard inflation pressure. It is difficult to tell just by looking at radial tires whether they are underinflated. Check your trailer's certification placard to determine the load limits. Overloading your trailer places stress on your tires and other critical vehicle components. Overloading a trailer can cause poor handling or increased fuel consumption and may cause tire failure. Overloading your trailer tires can result in severe cracking, component separation or "blowout." Never fit your trailer with new tires that have less load capacity than shown on the trailer's tire placard and remember that optimum rim width is important for proper tire load distribution and function.

Inspection of your Special Trailer tires is an important function. Frequent (at least monthly) and before any trip inspection of your tires for signs of damage and their general condition is important for safety. If you observe or experience impact, impact damage, penetrations, cracks, bulges or air loss, your tires should be dismounted and inspected by an expert. If you have any questions, have your tire Dealer inspect them. Never perform a temporary repair or use an inner tube as a substitute for a proper repair. Only qualified persons should repair tires.

It is also important to properly store your trailer and its tires. A good resource for tire storage recommendations is the U.S. Tire Manufacturers Association website at www.ustires.org.

DON'T ATTEMPT TO MOUNT YOUR OWN TIRES

Serious injury or death may result from explosion of tire/rim assembly due to improper mounting procedures. Follow tire manufacturer's instructions and match tire diameter to rim diameter. Mount light truck radials on rims approved for radial service. Do not apply bead sealer. This can inhibit bead seating. Lubricate beads and tire rim (including tube or flap) contact surfaces. Lock assembly on mounting machine or place in safety cage. STAND BACK and never exceed 40 psi to seat beads. Never use a volatile substance or a rubber "donut" (also known as a bead expander or "O-Ring") to aid bead seating. Only specially trained persons should mount tires.

DON'T MIX TIRES OF DIFFERENT SIZES AND TYPES ON THE SAME AXLE

For optimum handling and control, Goodyear recommends fitment of four (4) tires of the same type and size unless otherwise specified by the vehicle manufacturer.

⚠ WARNING

Before you replace your tires, always consult the vehicle owner's manual and follow the vehicle manufacturer's replacement tire recommendations. Vehicle handling may be significantly affected by a change in tire size or type. When selecting tires that are different from the Original Equipment size, see a professional installer in order to make certain that proper clearance, load-carrying capacity and inflation pressure are selected. Never exceed the maximum load capacity and inflation pressure listed on the sidewall of the tire. Always drive safely and obey all traffic laws. Avoid sudden, sharp turns or aggressive lane changes. Failure to follow this warning may result in loss of control of the vehicle, leading to an accident and serious injury or death.

When replacing tires, you must maintain the outside diameter and load-carrying capacity of the Original Equipment tire. Inflation pressure may need to be adjusted to avoid overloading the tire. Consult the Tire & Rim Association Load and Inflation Tables, ETRTO or JATMA standards for correct load and inflation information.

NEVER FIT TIRES TO A VEHICLE THAT HAVE LESS LOAD-CARRYING CAPACITY THAN REQUIRED BY THE ORIGINAL EQUIPMENT MANUFACTURER

Examples: Many vehicles, such as large passenger vans, require Load Range E tires as designated by the vehicle manufacturer. Fitment of a tire, such as a Load Range D, with less carrying capacity is not allowed.

NOTE: Goodyear-manufactured and/or marketed European-Metric and P-Metric passenger tires are interchangeable as long as they have the same section width, same aspect ratio and same rim diameter.

Caution: Never substitute a "Standard Load" (SL) tire for an "Extra Load" (XL) or "Reinforced" tire. If the vehicle was originally equipped with "Extra Load" (XL) or "Reinforced" tires, replace those tires with similar-sized "Extra Load" (XL) or "Reinforced" tires.

FOLLOW THESE ADDITIONAL GUIDELINES

When installing only two tires, fit the tires with the deepest tread depth on the rear axle. If radials and non-radials must be fitted to the same vehicle, fit radials on rear axle. Never mix radials and non-radials on the same axle. When fitting winter tires or all-season tires to performance vehicles, always fit in sets of four. It is not recommended to fit tires with different speed ratings. If tires with different speed ratings are installed on a vehicle, they should be installed with like pairs on the same axle. The speed capability of the vehicle will become limited to that of the lowest speed rated tires. Use of lift kits with some vehicle/tire combinations can cause instability. When changing tire sizes, always consult Dealer for optimum rim width and carefully check vehicle/tire clearances.

RETREADED TIRES

Goodyear does not recommend retreading passenger, fabric ply light truck or special trailer tires. Retreaded passenger, fabric ply light truck and special trailer tires are not warranted by Goodyear for any reason.

DO MAINTAIN VEHICLE SUSPENSION, WHEEL ALIGNMENT AND BALANCE AND ROTATE YOUR TIRES

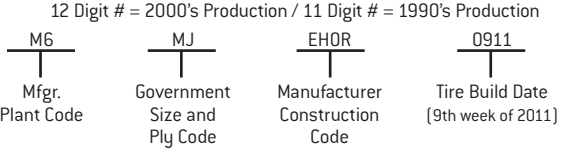
Lack of rotation, worn suspension parts, underinflation/overinflation, wheel imbalance and misalignment can cause vibration or irregular tire wear. Rotate your tires according to your vehicle manufacturer's recommendations or at maximum intervals of 6,000 miles/10,000 km.

FOR ADDITIONAL INFORMATION, SEE THE "BE TIRE SMART/ PLAY YOUR PART" BROCHURE PUBLISHED BY U.S. TIRE MANUFACTURERS ASSOCIATION (USTMA). A COPY OF THIS BROCHURE CAN BE DOWNLOADED FROM THE USTMA WEBSITE:
https://www.ustires.org/publications

HOW TO READ A TIRE D.O.T. SERIAL NUMBER

D.O.T. stands for Department of Transportation and the number is on the lower sidewall of each tire to show that the tire meets or exceeds the Department of Transportation safety standards.

Understanding Tire D.O.T. Numbers



TIRE SERVICE LIFE

While most tires will be replaced sooner, Goodyear recommends that any tire in service (meaning inflated and mounted on a rim of your vehicle, including your spare tire regardless of whether that tire is in contact with the roadway) 6 years or more be replaced even if such tire appears serviceable and even if it has not reached the legal treadwear limit.

If you are unable to determine the date a tire was first placed in service, then you should rely on the DOT code stamped on the tire and replace any tire which was manufactured more than 6 years ago (see HOW TO READ A TIRE D.O.T. SERIAL NUMBER). Tires that should otherwise be replaced based on wear, damage or any other factor should not be kept in service regardless of the date they were first placed in service or their date of manufacture. **Also, consumers should never purchase or install used tires of any age on their vehicle as the service, maintenance and storage history of used tires is largely unknown.** Various automobile manufacturers have published statements and instructions regarding tire service life, which include tire replacement recommendations based on chronological age. Goodyear advises that consumers refer to their owners' manuals for guidance on the vehicle manufacturer's replacement recommendations (but regardless of any such vehicle manufacturer's advice, any tire's replacement period should not exceed 6 years from the date the tire is placed in service or 6 years from the date included in the DOT code on the sidewall of the tire if you are unable to determine the date the tire was first placed in service).

Check your vehicle's owner's manual (or your vehicle) to determine if it is equipped with run-flat (extended mobility) tires. If your vehicle is equipped with run-flat tires, the following applies:

RUN-FLAT TECHNOLOGY EXTENDED MOBILITY TECHNOLOGY (EMT™), RUNONFLAT® (ROF)

IMPORTANT SAFETY INFORMATION

OPERATIONAL MONITORING

In order for Goodyear Run-Flat (Extended Mobility Technology [EMT], RunOnFlat [ROF]) tires to obtain the performance criteria stated within this Limited Warranty, Goodyear tires must use specific parts, such as a low tire pressure-monitoring system authorized by the Original Equipment vehicle manufacturer.

Vehicles that are equipped Original Equipment with Goodyear Run-Flat tires must be fitted with wheels, tires and tire pressure-monitoring systems as specified by your vehicle manufacturer. For proper wheel, tire and TPMS fitment, please refer to your vehicle's Owner's Manual.

RUN-FLAT TIRE FEATURE

The Goodyear Run-Flat tire is a high-performance tire with a remarkable feature: It can operate for limited distances (driven 50 miles [80 km] maximum at speeds up to 50 mph [80 kph]) with very low or even no inflation pressure. This is an important benefit, especially if inflation loss occurs at a location where immediately stopping your vehicle could be hazardous.

Because these tires ride well even without air pressure, your vehicle must be equipped with a system to alert you when a tire has low or no air pressure.

TIRE PRESSURE-MONITORING SYSTEM ALERT

Refer to your vehicle Owner's Manual for more information on what to do if the tire pressure warning system activates.

⚠ WARNING

If the tire pressure-monitoring system signals an alert, follow these safety precautions to prevent a loss of vehicle control that could result in serious personal injury or death:

- Slow your speed. Do not exceed 50 mph (80 kph).
- Avoid hard cornering, hard braking and severe handling maneuvers.
- Avoid potholes and other road hazards.

Remember that when your tires have lost air pressure, your vehicle's handling capability is reduced, particularly during severe maneuvers.

TO PROLONG TIRE LIFE DURING A SYSTEM ALERT

The Goodyear Run-Flat tires can be driven up to 50 miles (80 km) at sustained speeds of up to 50 mph (80 kph) at low or zero air pressure. However, the tire may have to be replaced if driven to these limits. To help prolong the life of a tire operating under low-inflation conditions, drive at a speed as far below 50 mph (80 kph) as possible. Also, drive the shortest distance possible before obtaining tire service. Taking these precautions will increase the chance that your tire will be repairable.

SERVICE AFTER A SYSTEM ALERT

To obtain service after operating under low-inflation conditions, contact your Goodyear Run-Flat service facility. Trained service personnel will inspect your tires to determine if they are in need of repair or replacement. To locate the nearest authorized Goodyear Run-Flat service facility, call 1-800-GOODYEAR (1-800-466-3932).

⚠ WARNING

Because of the unique characteristics of Run-Flat tires, the wheels on which they are mounted and your vehicle's tire pressure-monitoring system, all tire service work other than routine inflation maintenance and external inspections must be performed by service personnel at a Goodyear Run-Flat service facility.

Do not attempt to mount or demount Run-Flat tires yourself; serious injury or death could result. Only specially trained persons should mount, demount and repair Run-Flat tires, and more than 40 psi (270 kPa) may be required to seat beads. A safety cage and clip-on extension air hose must be used if more than 40 psi (270kPa) is needed to seat beads.

TIRE REPAIR

Like any other Goodyear speed-rated, high-performance tire, the Goodyear Run-Flat tire may be repaired to correct a puncture in the tread, but PROPER MATERIALS AND PROCEDURES MUST BE USED. Contact a Goodyear or Run-Flat service facility for information on proper repairs. For the location of the nearest facility, call 1-800-GOODYEAR (1-800-466-3932).

⚠ WARNING

Goodyear Run-Flat tires are designed for use only on certain original equipment wheels supplied with a properly operating low tire pressure-monitoring system. If applied to a vehicle without a properly operating low tire pressure-monitoring system, the tires may fail when operated in an underinflated condition, resulting in loss of vehicle control and possible serious injury or death. Application of these tires to a vehicle not equipped with specified operational low tire pressure-monitoring system constitutes improper and unsafe use of this product.

FOR SERVICE ASSISTANCE OR INFORMATION, FIRST CONTACT THE NEAREST GOODYEAR RETAILER.

1) For assistance in locating the nearest Goodyear Retailer, call 1-800-GOODYEAR or look in the Yellow Pages under Tire Dealers – New.

2) Go to www.goodyear.com for the U.S. or www.goodyear.ca for Canada.

If additional assistance is required:
Call the Customer Assistance Center
at 1-800-321-2136 for U.S. or 1-800-387-3288 for Canada

email: goodyear_cr@goodyear.com or write:

Customer Assistance Center
Dept 728
200 Innovation Way
Akron, OH 44316-0001

SIX MONTH - 6,000 MILE/10,000 KILOMETRE ROTATION RECORD

ODOMETER READING AT 1st ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 2nd ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 3rd ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 4th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 5th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 6th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 7th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 8th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 9th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 10th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 11th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 12th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 13th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 14th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 15th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 16th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 17th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 18th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

The Goodyear Tire & Rubber Company

2 Business name/disregarded entity name, if different from above.

Goodyear Commercial Tire & Service Centers

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) **D**

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

200 Innovation Way

6 City, state, and ZIP code

Akron, OH 44316-0001

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

3	4	–	0	2	5	3	2	4	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date** 6/4/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[T&W TIRE LLC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2024-18

New Tires, Retread, and Flat Repair Services

RESPONSE DEADLINE: September 24, 2024 at 3:00 pm

Report Generated: Thursday, September 26, 2024

T&W Tire LLC Response

CONTACT INFORMATION

Company:
T&W Tire LLC

Email:
sdelagarza@tandwtire.com

Contact:
steve de la garza

Address:
403 E Interstate 2
Pharr, TX 78577

Phone:
(956) 283-8887

Website:
N/A

Submission Date:
Sep 23, 2024 6:08 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Attach a copy of your company's insurance certificate.*

Pass

Please attach the insurance certificate

4267_240923150604_001.pdf

2. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE_(1).pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM_(1).pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

4263_240923141910_001.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
Pass

HB 89

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

4264_240923142604_001.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

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...

4265_240923143239_001.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
Pass

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...

4268_240923151003_001.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Pass

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...

4269_240923152728_001.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

Pass

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/ .

4270_240923154147_001.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
Pass

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/.

Confirmed

3. Specification Forms

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*

Fail

Please download the below documents, complete, and upload.

- ATTACHMENT_I_-_STEERING_AXL...

ATTACHMENT_I_-_STEERING_AXLE_TIRES.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT_II_-_DRIVE_AXLE_...

ATTACHMENT_II_-_DRIVE_AXLE_TIRES.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- ATTACHMENT_III_-_TIRE_RETRE...

ATTACHMENT_III_-_TIRE_RETREAD.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Fail

Please download the below documents, complete, and upload.

- ATTACHMENT_IV_-_CONSTRUCTIO...

ATTACHMENT_IV_-_CONSTRUCTION,_AG,_AND_IMPLEMENT_TIRES.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Fail

Please download the below documents, complete, and upload.

- ATTACHMENT_V_-_SPECIALTY_TI...

ATTACHMENT_V_-_SPECIALTY_TIRES_(FIRE_EMERGENCY_SERVICES).pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Fail

Please download the below documents, complete, and upload.

- ATTACHMENT_VI_-_SPECIALTY_T...

ATTACHMENT_VI_-_SPECIALTY_TIRES_(PICK_UP_TRUCKS).pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD.*
Fail

Please download the below documents, complete, and upload.

- ATTACHMENT_VII_-_SERVICE_CA...

ATTACHMENT_VII_-_SERVICE_CALLS.pdf

PLEASE ATTACH ANY OTHER DOCUMENTS THAT ARE DEEMED NECESSARY FOR THIS BID.
No response submitted

PRICE TABLES

STEER AXLE TIRES

Tires must be an All Position or Steering Optimized Radial; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires

SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION “CITY APPROVED AND ACCEPTANCE LETTER” SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT I FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
11.1	62	11R22.5		$497.64		55.00	200.00	Michelin	
11.2	80	315/80R22.5		$766.69		55.00	200.00	Michelin	
11.3	8	385/65R22.5		$708.53		55.00	200.00	Michelin	
11.4	8	425/65R22.5		$801.79		55.00	200.00	Michelin	

DRIVE AXLE TIRES

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION “CITY APPROVED AND ACCEPTANCE LETTER” SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT II FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.1	94	11R22.5		$560.98		55.00	200.00	Michelin	
12.2	1	315/80R22.5		$752.38		55.00	200.00	Michelin	
12.3	1	425/65R22.5		$801.79		55.00	200.00	Michelin	

TIRE RETREAD

RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service; designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT III FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Casing Cost (New)	Mold Type	Tread Depth & Load Range	Cost Per Section Repair	Turnaround Time	Warranty
13.1	1	11R22.5		$300.66	waste hauler	24/32"		7-days	
13.2	1	315/80R22.5		$439.64	XDY-EX	26/32"		7-days	

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES

All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the

bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT IV FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.1	1	2.5-80-18		$0.00					
14.2	1	4-5-24		$0.00					
14.3	2	11L-15SL		$168.75				Galaxy	
14.4	4	12.5-80.18		$735.84				Michelin	
14.5	1	13x6.5-6		$0.00					
14.6	1	14.00-24		$1,544.40				Michelin	
14.7	1	16.9x30		$1,329.24				Michelin	
14.8	4	19.5L-24		$682.75				Michelin	
14.9	1	21x7-12		$147.50				Bushmaster	
14.10	1	21x7-18 NMS		$0.00					
14.11	20	23.5R25		$3,803.04				Michelin	
14.12	36	29.5-25		$0.00					
14.13	1	24x12.00		$0.00					
14.14	1	205/75/15		$73.72				Transeagle	
14.15	1	235/85R16		$111.25				Transeagle	
14.16	1	380/85/24		$1,123.28				Michelin	
14.17	1	460/85/38		$1,517.72				Michelin	

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.18	1	775/65R29		$7,608.24				Michelin	
14.19	1	ST235/80R16		$152.50				Transeagle	
14.20	1	ST235/85R16		$111.25				Transeagle	
14.21	1	875/65R29		$11,067.12				Michelin	

SPECIALTY TIRES “FIRE EMERGENCY SERVICES”

Each proposed tire must be specifically designed and rated for FIRE SERVICE USE. For safety reasons, the EDINBURG FIRE DEPARMENT will ONLY CONSIDER MICHELIN TIRES or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, this department will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than MICHELIN TIRES, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under NFPA 1911 and/or TRUCK MANUFACTURER for “FIRE EMERGENCY RESPONSE”. ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION “CITY APPROVED AND ACCEPTANCE LETTER” SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire		$0.00					

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.2	12	10.00R20 Steering Tire		$0.00					
15.3	36	11R22.5 Drive Tire		$645.19		55.00	10.00	Michelin	
15.4	36	11R22.5 Steering Tire		$497.64		55.00	10.00	Michelin	
15.5	6	11R24.5 Drive Tire		$541.49		55.00	10.00	Michelin	
15.6	36	12R22.5 Drive Tire		$638.93		55.00	10.00	Michelin	
15.7	36	12R22.5 Steering Tire		$603.43		55.00	10.00	Michelin	
15.8	6	LT215/85R16		$171.12		25.00	8.50	Michelin	
15.9	6	225/70R19.5 RSS		$340.03		55.00	10.00	Michelin	
15.10	12	225/70R19.5 RSD		$380.16		55.00	10.00	Michelin	
15.11	12	235/75R17.5		$0.00					
15.12	4	LT245/75R16		$167.40		25.00	8.50	Michelin	
15.13	4	A/T 265/70R17 115S M+S		$233.62		25.00	8.50	Michelin	
15.14	4	LT265/75R16		$188.23		25.00	8.50	Michelin	
15.15	4	LT275/65R18 LR E		$240.31		25.00	8.50	Michelin	
15.16	8	275/80R22.5		$488.59		55.00	10.00	Michelin	
15.17	2	285/75R24.5		$470.89		55.00	10.00	Continental	
15.18	16	315/80R22.5		$766.69		55.00	10.00	Michelin	

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.19	4	385/65R22.5		$708.53		55.00	10.00	Michelin	
15.20	2	425/65R22.5		$801.79		55.00	10.00	Michelin	
15.21	2	445/65R22.5		$863.04		55.00	10.00	Michelin	
15.22	2	LT245/75R17 LR E		$211.30		25.00	8.50	Michelin	
15.23	2	M/T LT275/70R18 LR E		$247.00		25.00	8.50	Michelin	
15.24	2	HTP 265/65R18 M+S		$197.16		25.00	8.50	Michelin	
15.25	2	365/80R20		$1,533.00		55.00	10.00	Michelin	
15.26	2	LT 275/65R18 123/120 S		$240.31		25.00	8.50	Michelin	
15.27	2	LT 275/65R18 LR C		$0.00					
15.28	2	225/70R19.5 LR G		$340.03		55.00	10.00	Michelin	

SPECIALTY TIRES “PICK UP TRUCK”

Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any

line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT VI FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.1	1	225/65R16		$122.40		25.00	99.00	Michelin	
16.2	1	225/65R17		$146.47		25.00	99.00	Michelin	
16.3	1	225/70R19.5		$340.03		55.00	150.00	Michelin	
16.4	1	265/70R17		$185.26		25.00	99.00	Michelin	
16.5	1	215/75R17.5		$423.86		55.00	150.00	Michelin	
16.6	1	LT215/75R15		$110.86		25.00	99.00	Michelin	
16.7	34	LT235/85R16		$237.00		25.00	99.00	Michelin	
16.8	16	245/70R17		$189.60		25.00	99.00	Michelin	
16.9	1	LT245/75R16		$167.40		25.00	99.00	Michelin	
16.10	4	275/65R18		$209.06		25.00	99.00	Michelin	
16.11	1	285/70/17		$248.50		25.00	99.00	Michelin	
16.12	1	225/75R15		$508.90		25.00	99.00	Michelin	
16.13	32	235/70R16		$173.35		25.00	99.00	Michelin	
16.14	4	265/70R16		$189.72		25.00	99.00	Michelin	
16.15	1	245/75R17		$203.11		25.00	99.00	Michelin	

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.16	1	LT285/70R17		$248.50		25.00	99.00	Michelin	
16.17	1	205/75R15		$0.00					

FLAT REPAIR SERVICES

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.1	1	10.00R20		$128.00	55.00				10.00
17.2	1	11L-15		$128.00	55.00				20.00
17.3	1	11R22.5		$128.00	55.00				10.00
17.4	1	11R24.5		$128.00	55.00				10.00
17.5	1	12.5-80.18		$128.00	55.00				20.00
17.6	1	12R22.5		$128.00	55.00				10.00
17.7	1	13x6.5-6		$0.00					
17.8	1	14.00-24		$128.00	85.00			20.00	20.00
17.9	1	16.9x30		$128.00	95.00			20.00	20.00
17.10	1	19.5L-24		$128.00	85.00			20.00	20.00
17.11	1	2.5-80-18		$128.00	75.00			20.00	20.00
17.12	1	205/75/15		$128.00	25.00				10.00
17.13	1	215/75R15		$128.00	25.00				10.00
17.14	1	215/75R17.5		$128.00	55.00				10.00

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.15	1	215/85R16		$128.00	25.00				10.00
17.16	1	21x7-12		$128.00	75.00			20.00	20.00
17.17	1	21x7-18		$128.00	75.00			20.00	20.00
17.18	1	225/65R16		$128.00	25.00				10.00
17.19	1	225/65R17		$128.00	25.00				10.00
17.20	1	225/70R19.5		$128.00	55.00				10.00
17.21	1	225/75R15		$128.00	25.00				10.00
17.22	1	23.5R25		$128.00	125.00				20.00
17.23	1	235/70R16		$128.00	25.00				10.00
17.24	1	235/75R17.5		$128.00	55.00				10.00
17.25	1	235/80R16		$128.00	25.00				10.00
17.26	1	235/85R16		$128.00	25.00				10.00
17.27	1	245/70R17		$128.00	25.00				10.00
17.28	1	245/75R16		$128.00	25.00				10.00
17.29	1	245/75R17		$128.00	25.00				10.00
17.30	1	24x12.00		$0.00					
17.31	1	265/65R18		$128.00	25.00				10.00
17.32	1	265/70R16		$128.00	25.00				10.00
17.33	1	265/70R17		$128.00	25.00				10.00

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.34	1	265/75R16		$128.00	25.00				10.00
17.35	1	275/65R18		$128.00	25.00				10.00
17.36	1	275/70R18		$128.00	25.00				10.00
17.37	1	275/80R22.5		$128.00	55.00				10.00
17.38	1	285/70R17		$128.00	25.00				10.00
17.39	1	285/75R24.5		$128.00	55.00				10.00
17.40	1	29.5-25		$128.00	125.00			20.00	20.00
17.41	1	315/80R22.5		$128.00	55.00				10.00
17.42	1	365/80R20		$128.00	110.00				20.00
17.43	1	380/85/24		$128.00	110.00				20.00
17.44	1	385/65R22.5		$128.00	55.00				10.00
17.45	1	425/65R22.5		$128.00	55.00				10.00
17.46	1	445/65R22.5		$128.00	55.00				10.00
17.47	1	4-5-24		$128.00	75.00				20.00
17.48	1	460/85/38		$128.00	145.00			20.00	20.00
17.49	1	775/65R29		$128.00	185.00			20.00	20.00
17.50	1	875/65R29		$128.00	185.00			20.00	20.00

SERVICE CALLS

These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT VII FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Line Item	Description	No Bid	Unit Price	Unit Price
18.1	Sunday Pretrip Inspection		$128.00	Per Hour
18.2	5 AM Pretrip Inspection Mon-Friday		$128.00	Per Hour
18.3	Repair Call 7AM – 7PM		$95.00	Once Per Event
18.4	Repair Call 7PM – 7AM		$128.00	Once Per Event

T&WTIRE-01 NLAIRSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/17/2024

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	CONTACT NAME: Nikki Lairson
Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	PHONE (A/C, No, Ext): (405) 418-8603 FAX (A/C, No): E-MAIL ADDRESS: nlairson@rcins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Company	19445
INSURER B : Homesite Insurance Company of Florida	11156
INSURER C : Lexington Ins Co	19437
INSURER D : Navigators Ins Co	42307
INSURER E :	
INSURER F :	

INSURED

T & W Tire, LLC
P. O. Box 82546
Oklahoma City, OK 73148-2546

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		7042989	6/1/2024	6/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			2507715	6/1/2024	6/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE			CXS12857390903	6/1/2024	6/1/2025	AGGREGATE	$ 4,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		WC048240122	6/1/2024	6/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Excess Liability			080877868	6/1/2024	6/1/2025	Each Occurrence	5,000,000
D	Excess Liability			CH24EXC909635IV	6/1/2024	6/1/2025	Each Occurrence	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Total Excess Liability Limits are $20 Million

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

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COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: _____
(Full, correct legal name)

- Address: _____
  _____
- Telephone/Fax: _____
- Email address: _____

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No____

3. Is your Company authorized and/or licensed to do business in Texas?
Yes____ No____

4. Where is the Company's corporate headquarters located? _____

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No____

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____
_____
_____
_____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: _____
Address: _____
Telephone: _____
Fax: _____
Email: _____

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No ( ).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No ( )
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

_____

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 09/23/2024

Company/Vendor Name: T&W Tire LLC

Printed Name and Title: Steve dela Garza Mgr.

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Steve de la Garza, the undersigned representative of

T&W Tire LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

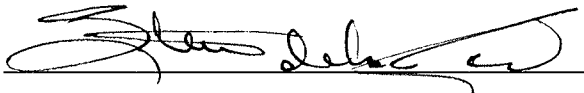
2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Steve de la Garza manager

TYPE/PRINT NAME AND TITLE:

09/23/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Steve de la Garza, the undersigned representative of T+W LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Steve de la Garza Manager

TYPE/PRINT NAME AND TITLE:

09/23/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Steve de la Garza, the undersigned representative of T+W Tire LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(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 firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

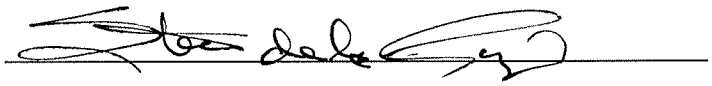
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Steve de la Garza Manager

TYPE/PRINT NAME AND TITLE:

09/23/2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Steve de la Garza, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of T & W Tire LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Manager

Subscribed and sworn to me this 23rd day of Sept 20 24.

By:

_____

Notary Public

ANA MARIA GUZMAN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 05/27/26
NOTARY ID 13378563-4

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

T+W Tire LLC

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

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

N/A

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

7 Signature of vendor doing business with the governmental entity

09/23/2024

Date

ATTACHMENT I

STEER AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		sdlg
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		sdlg
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		sdlg
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	sdlg
2.	The tires shall be new; **TIER I PREMIUM TIRE'S; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	sdlg
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	sdlg
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	sdlg
5.	All Tires must have Full Width Protector Ply.	sdlg
6.	All Tires must have at a minimum Three Steel Belt Construction	sdlg
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	sdlg
8.	All Tires must have Side Wall Wear indicators.	sdlg

9.	All Tires must have Curb Guards.					sdlg
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.					sdlg
11.	**Tires must be an All Position or Steering Optimized Radial;** optimized for exceptional traction and wear in mixed and severe on/off road service. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**					sdlg
	11R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M760, M726, M713, M870, M864 or equal manufacture approved	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**	sdlg
	315/80R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M760, M726, M713, M870, M864 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	sdlg
	385/65R22.5	Goodyear G296; Michelin XZY3; Bridgestone M864 or equal manufacture approved	Load Range "**J**"	Minimum **18 Ply**	Tread Depth Minimum **22/32nds**	sdld
	425/65R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M864 or equal manufacture approved	Load Range "**L**"	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	

ATTACHMENT II

DRIVE AXLE TIRES		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		sdlg
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		sdlg
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		sdlg
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	sdlg
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	sdlg
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	sdlg
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	sdlg
5.	All Tires must have Full Width Protector Ply.	sdlg
6.	All Tires must have at a minimum Three Steel Belt Construction	sdlg
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	sdlg
8.	All Tires must have Side Wall Wear indicators.	sdlg

9.	All Tires must have Curb Guards.					sdlg
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.					sdlg
12	Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**					sdlg
	11R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **30/32nds**	sdlg
	315/80R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **28/32nds**	sdlg
	425/65R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**	sdlg

ATTACHMENT III

TIRE RETREAD				INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.				sdlg
13.	**RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service;** designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**			sdlg
	11R22.5	**Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration**	Tread Depth Minimum: 26/32nds or better	sdlg
	315/80R22.5	**Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration**	Tread Depth Minimum: 32/32nds or better	sdlg

ATTACHMENT IV

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES					INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.					sdlg
14.	All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. **Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**				sdlg
	2.5-80-18				sdlg
	4-5-24				sdlg
	11L-15SL	**Steering Tire – Shock-fortified nylon cord body and cut-resistant sidewall.**	**8 ply**	**33/32nd Tread Depth**	sdlg
	12.5-80.18	**Steering Tire – Deep overlapping bar cleats and low profile provide excellent traction and flotation with skid-steer loaders.**	**12 Ply**	**32/32nd Tread Depth**	sdlg
	13x6.5-6	**4.5 Reliance**			sdlg
	14.00-24				sdlg
	16.9x30	**Kubota Tractor Model M5400 / M5700**			sdlg
	19.5L-24	**Drive Tire- For backhoe and construction equipment on and off the road. Gives long tread life on hard surface roads.**	**10 Ply**	**34/32nd Tread Depth**	sdlg
	21x7-12				sdlg
	21x7-18 NMS				sdlg
	23.5R25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL – V STEEL – K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN			sdlg

		E. CUT RESISTANT TREAD DESIGN			
	29.5-25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL – V STEEL – K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN E. CUT RESISTANT TREAD DESIGN			sdlg
	24x12.00	**Kubota Front Deck Mower**	**12 ply**		sdlg
	205/75/15				sdlg
	235/85R16	**General specialty tire**			sdlg
	380/85/24				sdlg
	460/85/38				sdlg
	775/65R29				sdlg
	ST235/80R16				sdlg
	ST235/85R16				sdlg
	875/65R29				

ATTACHMENT V

SPECIALTY TIRES "FIRE EMERGENCY SERVICES"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		sdlg
NEW TIRE PURCHASE: Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		sdlg
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		sdlg
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	sdlg
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	sdlg
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	sdlg
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	sdlg
5.	All Tires must have Full Width Protector Ply.	sdlg
6.	All Tires must have at a minimum Three Steel Belt Construction	sdlg
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	sdlg
8.	All Tires must have Side Wall Wear indicators.	sdlg
9.	All Tires must have Curb Guards.	sdlg
10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	sdlg

ATTACHMENT V

11.	Each proposed tire must be specifically designed and rated for **FIRE SERVICE USE**. For safety reasons, the **EDINBURG FIRE DEPARMENT** will **ONLY CONSIDER MICHELIN TIRES** or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, these departments will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than **MICHELIN TIRES**, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under **NFPA 1911 and/or TRUCK MANUFACTURER** for **"FIRE EMERGENCY RESPONSE"**. **ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION.** **(MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**	sdlg
15.	Fire Emergency Response Tires **SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS**; Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER MICHELIN TIRES, OR A DEPARTMENT APPROVED FIRE SERVICE RESPONSE TIRE.**	sdlg
	THE UNIT PRICE ON THIS BID SHALL INCLUDE VALVE STEMS, DISMOUNTING, MOUNTING, AND BALANCING. Bidder must maintain an adequate supply of all tire sizes available at all times.	

FIRE SERVICE TIRES				
10.00R20	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
11R/24.5	Michelin XZY3 Goodyear G751 or approved equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **24/32nds**
12R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **20/32nds**
LT215/85R16	Michelin Defenders or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
225/70R19.5 RSS	Goodyear G647 or approved Michelin equal	Load Range **"G"**	Minimum **14 Ply**	Tread Depth Minimum **16/32nds**
225/70R19.5 RSD	Goodyear G622 or approved Michelin equal	Load Range **"G"**	Minimum **14 Ply**	Tread Depth Minimum **19/32nds**
235/75R17.5	Michelin XZY3 or approved Goodyear equal	Load Range **"H"**	Minimum **18 Ply**	Tread Depth Minimum **23/32nds**
LT245/75R16	Michelin LTX M+S² or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**

ATTACHMENT V

	A/T 265/70R17 115S M+S	Michelin LTX A/T² or approved Goodyear equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **13.5/32nds**
	LT265/75R16	Goodyear Wrangler or approved Michelin equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **15/32nds**
	LT275/65R18 LR E	Goodyear Wrangler or approved Michelin equal	Load Range **"E"**	Minimum **10 Ply**	Tread Depth Minimum **15/32nds**
	275/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"G"**	Minimum **18 Ply**	Tread Depth Minimum **23/32nds**
	285/75R24.5	Goodyear G399 LHS or approved Michelin equal	Load Range **"H"**	Minimum **16 Ply**	Tread Depth Minimum **18/32nds**
	315/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	385/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	425/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	445/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range **"L"**	Minimum **20 Ply**	Tread Depth Minimum **23/32nds**
	LT245/75R17 LR E		Load Range **"E"**		
	M/T LT275/70R18 LR E		Load Range **"E"**		
	HTP 265/65R18 M+S				
	365/80R20				
	LT 275/65R18 123/120 S				
	LT 275/65R18 LR C				
	225/70R19.5 LR G				

ATTACHMENT VI

SPECIALTY TIRES "PICK UP TRUCK"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		**INITIALS**
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		sdlg
REFUSE/SANITATION/EXTREME SERVICE TIRES **NEW TIRE PURCHASE:** Bidders will be responsible to secure proper stock after being advised of their award. Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)**		sdlg
Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.		sdlg
1.	All Tires Must Meet or Exceed the Following: Manufactured for **Extreme Service Applications**; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	sdlg
2.	The tires shall be new; **TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by a listed manufacturer and carry the company name.	sdlg
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	sdlg
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	sdlg
5.	All Tires must have Full Width Protector Ply.	sdlg
6.	All Tires must have at a minimum Three Steel Belt Construction	sdlg
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	sdlg
8.	All Tires must have Side Wall Wear indicators.	sdlg
9.	All Tires must have Curb Guards.	sdlg

10.	Tires shall have a belt crown package for extended casing life; promoting retreadibility and protects the working plies from shocks, bruises and impacts.	sdlg
16.	Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. **All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.**	sdlg
	All tires must have a Load Index Rating above "100"	sdlg
	All tires must have a minimum of 10ply rating	sdlg
	All tires must be All Terrain Tires AT/S unless specified different	

ATTACHMENT VII

	SERVICE CALLS	INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		sdlg
18.	**These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.**	sdlg
A Service Call shall be charged "ONLY" once per event. (i.e. – if a flat is discovered during the 5AM Pre-Trip Inspection, the vendor will ONLY charge the 5AM Service Charge Plus the cost of the Flat as listed above. If in the event multiple flats are discovered the billing will remain the same, a single service call plus the cost of the repair(s).) If the vendor fails to identify a flat during his pre-trip inspection the City will ONLY pay for the service call associated with the Pre-Trip Inspection of the Fleet and will not pay for a Repair Service Call.		sdlg
19.	All tires must have been produced within the last 12 months prior to delivery	sdlg
20.	Warranty against defective material, workmanship, and failure to perform in accordance with required performance criteria for the life of the original tread, with the exception of road hazards (side failure shall not void the warranty)	sdlg
21.	**Order, Delivery, Stock, and Pricing**	
	a. The vendor must be able to deliver up to 16 tires of each size for each order placed.	sdlg
	b. Tires must be delivered within four hours of order.	sdlg
	c. Bid price will include all costs including fees for fuel or delivery charge.	sdlg
	d. There is no minimum or maximum order quantity.	sdlg
	e. Pricing will be held for the term of the contract.	

Email	
1jcura@gmail.com	napa.ecparts@yahoo.com
956fleetsolutions@gmail.com	neil@napatexas.com
aarcher@cleburneford.com	nelsonamayacollision@outlook.com
accontracting@myctsonline.com	nery_argueta@goodyear.com
admin@oldskuhldiesel.com	obfit1@yahoo.com
amanda@taskmasterproducts.com	office@bassmeineke.com
apollo.automotive@yahoo.com	oilninjatx@gmail.com
art.clark@cyfairtire.com	olneyautotire@gmail.com
ashley@breezydayllc.com	oscar@truckupfitters.com
baileyb@iptruck.com	panam.billing@gmail.com
bdear@youngbloodtx.com	partswarehouse2003@yahoo.com
befirdnapa@gmail.com	patricia@lonestartires.net
belinda@texxusindustriesllc.com	pharr@tandwtire.com
BELLA.BERGMAN@GMAIL.COM	Pharr486@stmtires.com
bhcamerontire@att.net	pleonard@carconceptsinc.com
bids@globelectric.com	pleonard@carconceptsinc.com
billy_martin@napa-bsp.com	primeessentialshub@gmail.com
bjd@crosstexassupply.com	prussell@championfs.com
brazoslubricants@gmail.com	rboudreaux@r2mechanicalservices.com
buchanangeneralstore@gmail.com	reliableliftscc@gmail.com
buffalogaphardware@gmail.com	reliablepartc@sbcglobal.net
buntonauto@hotmail.com	RGDEALER@AOL.COM
cathy.cksalesandservices@gmail.com	rgsaenz7@sbcglobal.net
cdpartstexas@gmail.com	rheanne@goolsbeetire.com
Chad@tcttire.com	richard.conwill@stmtires.com
CHADV@BILLWILLIAMSTIRE.COM	rickpilger@email.com
charlee@spacecitytruckparts.com	robert@andys-air.com
chbrown@innovativebusinessserv.com	robertsservicestation@gmail.com
cindyk@worthtrailer.com	rocio_ramos12@hotmail.com
clark@eastexautomotive.com	rodney@rowletthardware.com
cmitchum@RedEagleTexas.onmicrosoft.com	Rudy@rosetrucksales.com
colbycontracts@gmail.com	saifabbasi@vertragovinc.com
collinet@equipupstore.com	sales@ada-gps.com
csauto253@gmail.com	sales@mavich.com
curtisabel@unitedagt.com	sales@richmondequipment.com
customerrelations@discounttire.com	sales@supplytexas.com
cynthia.thomas@austinfleetservices.com	salesleads@bobcatofhouston.com
daniel@tesco-italmatic.com	salvatexautorepair@att.net
dchcattle@yahoo.com	santos@equipment-x.com
ddominguez@dktire.com	SBRIONES@goodyear.com
decaturtires@yahoo.com	schoolertruckandauto@gmail.com

Devon.Sankar@PivotalInd.com	SCS.South@grainger.com
diana@ttacsa.com	Service@winklerFleetRepairs.com
dolivas37@gmail.com	sharkleroad@halliganservices.com
edinburg@pueblotires.com	sheenservicesllc@gmail.com
erica.rhone@solesourceworks.com	sholland@billfickford.com
ERNIE@LIMONSROADSERVICE.COM	sma@abcauto.com
EWALL@PATSERV.COM	snidertransmissionlaporte@outlook.com
fryan@mcgeecompany.com	starchercr@rushenterprises.com
gino_fuentes@yahoo.com	tci@tdcj.texas.gov
gogreentirellc@gmail.com	texascustomz@yahoo.com
gstigall@tandwtire.com	texashubexpress@gmail.com
GullContracting1@gmail.com	theoffice@mos-tx.com
hoggauto@sbcglobal.net	timb@bakerautorepair.com
info@cornerstonetire.com	tina@acetireservice.com
info@patriotexpressauto.com	TIRETEXATS@GMAIL.COM
info@riostiresandwheels.net	TOMMY@GASSAUTO.COM
info@tovoy-us.com	tonatif@gmail.com
iqbizsolns@gmail.com	txc_19mgr@discounttire.com
james.muiruri@yahoo.com	vaporras@quikus.com
Jamesgonzalez39.jg@gmail.com	vickiekasten@verizon.net
Jarrod@4tsupply.com	vscott@gilchristautomotive.com
jenny@kmcequipment.com	vscott@gilchristautomotive.com
jerrychambers@goodyear.com	westoakautorepair@yahoo.com
jesse@amftrucking.com	ljodixietireco@yahoo.com
jgray@machaikflm.com	longhorntruck99@sbcglobal.net
jim@leonardwaterservices.com	lupe.garza@lmgnapa.com
jimkilgo@hotmail.com	lupes@clarkchevrolet.com
Johnl@ajlautomotivesllc.com	machotireandmechanical@gmail.com
julian_benturajr@goodyear.com	maress1@rushenterprises.com
kcarter@dallastrailer.com	MEGAN@MANDRFLEETSERVICES.COM
kenny@cyclecenterofdenton.com	MICHAELBEASLEY@BEASLEYTIRE.COM
kerry_b49@outlook.com	michelle_2327@yahoo.com
kim4568@att.net	michelle_may@goodyear.com
kirk@gladneyautomotive.solutions	minfante@conlantire.com
kmitchell@asag.net	mramirez@spikesford.net
KYLEE@ALLOUTCUSTOMTRUCKANDBODY.COM	mrlawn1@aol.com
LAUREN@HOUSTONLIFT.COM	linzy_neal@goodyear.com
ldiehla1@hotmail.com	

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND VENDOR FOR NEW TIRES, RETREADS AND FLAT REPAIR SERVICES

The City of Edinburg (hereinafter called "City"), and VENDOR, (herein called "Vendor"), are parties to this agreement to provide service as specified in the Request for Bid # 2024-18 specifications.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain products and services in connection therewith; and,

WHEREAS, Vendor represents that is has the knowledge, ability, equipment, and personnel to properly provide products and services needed by the City;

NOW, THEREFORE, the City and Vendor do mutually agree as follows:

SECTION I
EMPLOYMENT OF VENDOR

Vendor agrees to provide all labor, materials, and equipment necessary to provide products and perform work as described in Exhibit A - Request for Bid No. 2024-18 and proposal submitted by Vendor. City agrees to employ Vendor to furnish and provide products and related services as stated in this agreement and Exhibit "A". Upon receipt of such goods and services to the City's satisfaction, City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor shall, in the scope of its work, provide service (herein called "Product") as specifically identified in **Exhibit "A",** Request for Bid No. 2024-18, and in the proposal submitted by Vendor. Signatures by both parties on this Agreement shall be deemed authorization to proceed.

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
RESPONSIBILITIES OF CITY

A. City will facilitate Vendor's work with the following tasks:

1. Provide Vendor with its requirements for the Product.

2. Assist Vendor by providing information reasonably available to the City and pertinent to the Product.

3. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defects in Product.

SECTION IV
RESPONSIBILITIES OF VENDOR

A. Vendor shall deliver the Product described in **Exhibit "A".**

B. Vendor shall perform 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, and completeness of the Product furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in delivering the Product. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Vendor shall keep the City informed regarding the Products delivered under this Agreement. In connection with the delivery of the Products by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Product as City may request.

D. City's review, approval, or acceptance of Product shall not in any way relieve Vendor of responsibility for the technical adequacy of the Product. Neither City's review, approval, or acceptance of, nor payment for, any of the Product 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.

E. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance related to the Product furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

F. Vendor's obligations under this clause are in addition to the Vendor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Vendor for Vendor's errors or omissions.

SECTION V
PAYMENT AND FEES

A. City agrees to pay Vendor for service herein contracted pursuant to the unit prices equal to or less than those listed in Exhibit "A". Nothing in this agreement will restrict the Vendor from providing service at unit pricing less than the listed unit item price in Exhibit "A".

B. All invoices, billing statements, and shipping reports will be computer generated. Hand written invoices, billing statements, shipping reports are not acceptable.

C. City is to be billed on a monthly basis. The billing statement is to include a line item format.

D. 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 Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor'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. Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

d. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

e. Any Services are defective, requiring correction or replacement;

f. City has been required to correct defective Services or has accepted defective Services;

g. Liens have been filed in connection with the Services; or

h. Other items entitle City to a set-off against the payment amount.

If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Vendor 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 Vendor's employees' taxes. Vendor 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. Vendor 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. Prior to and as a condition of final payment to Vendor following termination or expiration of this Agreement as defined below, Vendor shall deliver to City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims 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 September 30, 2025.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement with 10 days' notice providing an opportunity to cure if, in the City's sole judgment, Vendor breaches or violates any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Vendor except for charges for Product delivered by Vendor and accepted by the City prior to receipt of notice of termination or completion. 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. The City reserves the right to suspend this Agreement, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume delivering Product to the City when directed to do so by the City. The City shall have no liability to Vendor except for charges for Product delivered by Vendor and accepted by the City prior to receipt of notice of suspension of Services.

E. Upon termination or suspension of this Agreement under this Section, the City may obtain the services of another entity to deliver Product under this Agreement.

SECTION VII
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 Vendor 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 VIII
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 expenses, including attorneys' fees, costs, and expenses.

SECTION IX
INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any third party claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees for injury to or death to any person or for damage to any property, to the extent directly arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to the Product.

SECTION X
LIMITATION OF LIABILITY

A. Vendor 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 Vendor's total fees for the Services rendered. Vendor 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, Vendor's performance, or of any other obligations relating to this Agreement, 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 XI
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 XII
NO PENDING LITIGATION

A. 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 Vendor threated against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIII
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 XIV
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 Vendor:

VENDOR
ADDRESS
Attn.:

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 XV
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 XVI
SUCCESSORS AND ASSIGNS

City and Vendor 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 Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other. Specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

SECTION XVII
CONFLICT OF TERMS

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.

SECTION XVIII
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 Product with knowledge of a breach by Vendor 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 Product or payment to Vendor 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 Product 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 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:

BY:_____
Josephine Ramirez Solis
City Attorney

VENDOR

BY:_____
NAME
ADDRESS
Phone:
Email:

Attachment:
Exhibit "A" – Request for Bid No. 2024-18
Exhibit "B" - Insurance

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
CONSENT AGENDA
Agenda Item No: 13.H.
Purchase of Universal Nestable Containers

1. **Agenda Item:**
Consider Authorizing the Purchase of Universal Nestable Containers from Toter, LLC. of Statesville, North Carolina Through Sourcewell Per Unit Price Listed. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

2. **Description:**
In an effort to continue providing efficient and cost-effective purchases for the City of Edinburg, the City continues to be a member of the following different Cooperative Purchasing Entities in the State of Texas; Sourcewell, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), and Texas Facilities Commission (TFC), formerly the Texas Buildings and Procurement Commission. Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The City of Edinburg, through the Department of Solid Waste Management, currently services a total of 27,000 residential accounts. We are currently seeking authorization to purchase new containers to replenish our Department service inventory for use with new services, upgrades, downgrades, and replacements in our residential, recycling and special collections programs from Toter per unit price as listed plus shipping. The purchase of these containers will allow for the replenishment of depleted inventory stock of these type of service containers and replacement parts.

Staff recommends the purchase through Toter Incorporated per unit price as listed plus shipping cost. They have been the single successful vendor meeting our minimum acceptable performance standards, warranty requirements, and specifications for these type of containers through both competitive open bidding and cooperative purchasing programs for more than five (5) successive years.

If approved, projected delivery is expected within three to four weeks of Purchase Order issuance.

Staff has verified that Toter, LCC, owes no monies to the City. Funding is available through the FY 2024-2025 Budget under Other.

3. **Staff's Recommendation:**
Authorize the Purchase of Universal Nestable Containers from Toter, LLC. of Statesville, North Carolina per Unit Price Listed.

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management
Tomas Reyna, Assistant City Manager

Approved - 10/11/2024

Final Approval - 10/11/2024

Prepared by:
Dalinda Cardenas, Administrative Specialist

Attachments:

A. Toter Quote - Sourcewell Contract Price
B. Toter, LLC - Letter

Toter®

Sourcewell Awarded Contract

Contract # 041521-TOT

1661 Frontera Rd, Del Rio, TX, 78840
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10326197

Sell To:

Contact Name	Dalinda Cardenas	Ship To Name	City of Edinburg
Bill To Name	City of Edinburg	Ship To	8601 N Jasman Rd Edinburg, TX 78540 USA
Bill To	415 W University Dr Co City Secretary Edinburg, TX 78541 USA	Quick Ship	☐
Email	dcardenas@cityofedinburg.com		
Phone	(956) 388-8204		

Quote Information

Salesperson	Chance Hennig	Expiration Date	10/17/2024
Salesperson Email	chennig@wastequip.com	Quote Number	WQ-10326197 Please Reference Quote Number on all Purchase Orders
Salesperson Phone	(361) 362-4485		

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	Cart - $56.75 Granite - $1.00 LHS - $0.25 BHS - $0.50 RTR - $1.50 Total -$60.00	---Body Color - (249) Sandstone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (Existing) in (Not provided) ---Lid Hot Stamp Insert - Read from Rear (Existing) in (Not provided) ---Wheels - 10in Sunburst ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---Fully Assembled Ready-to-Roll (Lids Up) ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	364.00	$60.00	$21,840.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	$21,840.00
Shipping Terms	FOB Origin	Shipping	$1,301.00
		Tax	$0.00
		Grand Total	$23,141.00

Additional Information

Additional Terms: Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale (“Wastequip’s Terms”") located at: https://www.wastequip.com/terms-conditions-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made

1661 Frontera Rd, Del Rio, TX, 78840
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10326197

	a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.
Additional Information	Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.
Special Contract Information	Sourcewell – Pricing and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#041521, eff. 5/25/2021), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

October 2, 2024

Mr. Ramiro L. Gomez, Jr.
City of Edinburg
8601 N. Jasman Road
Edinburg, TX 78542

RE: Toter, LLC - Rotational Molder of Two Wheel Carts on Sourcewell #041521-TOT – "Waste and Recycling Collection Solutions" Cooperative Contract

Dear Ms. Cardenas,

Toter, LLC is the manufacturer for the patented Toter EVR II models of carts that the City of Edinburg is interested in purchasing. We are the largest rotational manufacturer of roll carts in North America. Toter carts have many features in design that make our containers unique. As a result there are no competitors with all the same features. Moreover, we are the only roll cart manufacturer on the Sourcewell Contract referenced above that is manufacturing cart bodies with a rotational molding process.

With the purchase of Toter carts using our Sourcewell Cooperative Contract (https://www.sourcewell-mn.gov/cooperative-purchasing/041521-TOT), the City is afforded unique design features including, but not limited to:

- Advanced Rotational Molding™ Manufacturing Process
- Patented 96, 64, 48, 32, 24, and 16 gallon available cart sizes
- Carts nest when completely assembled (with wheels and all components installed)
- Patented Upper Rugged Rim® provides cart strength and tight seal for lid
- Inboard wheels/axles prevent wheels damage in automated applications
- Interchangeable parts such as: wheels, wheel hardware, stop-bars, and lid hardware
- Unmatched Standard 12 year body warranty (plus 10 years on all other cart components)

Please allow me to take this opportunity to personally thank the City of Edinburg for your consideration of continuing to purchase of Toter products. Everyone at Toter is committed to supporting your needs in the future. These carts will give the City superior durability while offering substantial savings using a nestable cart for storage and delivery. This model will also allow the City to service the very attractive carts with both automated and semi-automated collection.

Sincerely,

Kellie K. Clark
Sr. Manager of Bids/Contracts

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
CONSENT AGENDA
Agenda Item No: 13.I.
Purchase: Kamstrup AMI (Automated Metering Infrastructure) Meters

1. **Agenda Item:**
Consider Authorizing the Purchase of Kamstrup AMI (Automated Metering Infrastructure) Meters as a Sole Source Item from Aguaworks Pipe & Supply LLC., Per Unit Prices as Listed. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
The purchase of these smart water meters ranging in size from 5/8 inch to 8-inch meters will allow the department to install new meters for development and replace some existing non-working meters in the system. The purchase of smart meters will facilitate the electronic reading of meters, and they will be installed in new developments and in areas where non-working meters are located.

The price of each size of smart water meter is as follows:

Size	Unit Price
5/8" x 3/4"	$320.00
1"	$431.00
1.5"	$1,027.00
2"	$1,168.45
3"	$2,186.50
4"	$3,129.98
6"	$5,200.00
8"	$7,113.60

The price above will be valid for Fiscal Year 2024-2025.

Funding is available within the 2024-2025 Fiscal Year Operating Budget.

3. **Staff's Recommendation:**
Approving the Purchase of Kamstrup AMI (Automated Metering Infrastructure) Meters as a Sole Source Item from Aguaworks Pipe & Supply LLC., Per Unit Prices as listed.

Reviewed by:
Gerardo Carmona, Director of Utilities — Approved - 10/10/2024
Tomas Reyna, Assistant City Manager — Final Approval - 10/11/2024

Prepared by:
Vanessa Velasquez,
Administrative Assistant

Attachments:
A. Aguaworks Pipe & Supply, LLC Proposal
B. Aguaworks Pipe & Supply, LLC Sole Source Letter

CITY OF EDINBURG
P.O. BOX 1079
EDINBURG, TX 78540

AGUAWORKS BRANCH #002
2907 N. Central Avenue
Brownsville, TX 78526

Telephone: 956-831-2500

Telephone: 956-831-2500

Bid expires on 10/09/25

Line	Quantity	Sell Per	Description	Price Per	Unit Price	Extended Price

AGUAWORKS PIPE & SUPPLY, LLC.

501 W. FM 2812
EDINBURG, TX 78539
PHONE: (956)383-8600
FAX: (956)383-8601

2907 N. CENTRAL AVENUE
BROWNSVILLE, TX 78526-5137
PHONE: (956)831-2500
FAX: (956)831-2525

PROJECT: 3/4", 1" AND 2"
WATER METER FOR STOCK

BID DATE: 09/13/2024
LOCATION: EDINBURG
ENGINEER:
ATTENTION:

NOTE 1
PVC PIPE PRICES QUOTED ON THIS BID ARE FIRM FOR ORDERS PLACED WITHIN FIFTEEN (15) DAYS FROM BID DATE AND SHIPPED WITHIN THIRTY (30) DAYS FROM BID DATE AGUAWORKS RESERVES THE RIGHT TO RE-QUOTE PVC PIPE REQUIRED AFTER THE ABOVE DATES. ALL OTHER PRICES ARE FIRM FOR SIXTY (60) DAYS AFTER BID DATE

NOTE 2
ALL SPECIAL ORDERED MATERIALS INCLUDING FABRICATED PIPE ARE NON-CANCELLABLE AND NON-RETURN ABLE ONCE THEY HAVE BEEN RE-LEASED FOR PRODUCTION.

NOTE 3
THIS QUOTATION REPRESENTS OUR INTERPRETATION OF THE PLANS & SPECIFICATIONS AND IS OFFERED AS AN AID TO BIDDING THIS JOB ONLY. MATERIAL QUANITIES ARE NOT GUARANTEED TO BE EXACTLY WHAT YOU WILL TO COMPLETE THIS PROJECT.

****

Continued Next Page

CITY OF EDINBURG
P.O. BOX 1079
EDINBURG, TX 78540

AGUAWORKS BRANCH #002
2907 N. Central Avenue
Brownsville, TX 78526

Telephone: 956-831-2500

Telephone: 956-831-2500

Bid expires on 10/09/25

****

THE PRICES AND LEAD TIMES IN THIS QUOTATION ARE BASED ON CURRENT MARKET VALUES AND SUPPLIER AVAILABILITY. IN THE EVENT OF ANY CHANGES, AGUAWORKS PIPE & SUPPLY, LLC RESERVES THE RIGHT TO WITHDRAW OR AMEND THIS QUOTATION.

40	1	EA	2907IQ2250 5/8X3/4 FLOWIQ 2250 AMI METER TYPE # 02-A-01-D-1-8B-8-US CONFIGURATION # 801-24-002-0000-4-3-3-3-01- 220-1-3-01003 "US GALLONS" 0000000.00 USGAL - 0.01 GPM -	320.00	320.00
70	1	EA	2910IQ2200 1" IQ 2200 ALD/AMI/AMR WTR MTR TYPE #02-L-02-D-1-8D-8-UB "US GALLONS" CONFIGURATION # 810-24-002-0010-3-3-3-6-04- 220-1-3-01004	431.00	431.00
100	1	EA	2920IQ3200 2" 3200 AMR/AMI FLG METER TYPE # 02-L-02-D-1-8H-8-UB CONFIGURATION (DDD-JJ-LLL-MMMM-N-P-S-U-RR- CCC-V-T-YYZZZ) 801-24-002-0000-4-3-3-3-01- 212-1-3-01003 DIAL FACE US GALLONS 0000000.00 USGAL - 0.01 GPM - BILLING IN 1S	1,168.45	1,168.45
840	1	EA	2915IQ3200 1-1/2" #3200 AMR/AMI FLG METER TYPE # 02-L-02-D-1-8F-8-UB CONFIGURATION (DDD-JJ-LLL-MMMM-N-P-S-U-RR- CCC-V-T-YYZZZ) 801-24-002-0000-4-3-3-3-01- 212-1-3-01003 DIAL FACE US GALLONS 0000000.00 USGAL - 0.01 GPM - BILLING IN 1S	1,027.00	1,027.00
880	1	EA	2930IQ3200 3" IQ #3200 AMR/AMI FLG METER TYPE # 02-L-02-D-1-8K-8-UB CONFIGURATION (DDD-JJ-LLL-MMMM-N-P-S-U-RR- CCC-V-T-YYZZZ) 801-24-002-0000-4-3-3-3-01-	2,186.50	2,186.50

Continued Next Page

			200-1-3-01003 DIAL FACE US GALLONS 350 GPM		
940	1	EA	2940IQ3200 4" IQ 3200 AMR/AMI FLG METER TYPE # 02-L-02-D-1-8P-8-UB CONFIGURATION (DDD-JJ-LLL-MMMM-N-P-S-U-RR- CCC-V-T-YYZZZ) 801-24-002-0000-4-3-3-3-01- 200-1-3-01003 700 GPM	3,129.98	3,129.98
970	1	EA	2980IQ4200 8" IQ 4200 AMR/AMI WATER METER 2800 GPM 6.0 - 2,800 GPM +/- 3.0% 3.3 - 6.0 GPM TYPE #02-E-02-G-1-GA-8US 86 LBS.	7,113.60	7,113.60
1000	1	EA	2960IQ4200 6" IQ 4200 AMR/AMI WATER METER 1400 GPM 5.0 - 1,400 GPM +/- 3.0% 2.8 - 5.0 GPM TYPE #02-E-02-G-1-FR-8US2 60 LBS.	5,200.00	5,200.00

Subtotal:	20,576.53
Tax:	.00
Bid Total:	20,576.53

Kamstrup

April 17, 2024

RE: Kamstrup Distributor in Southern Texas

To Whom it May Concern:

The following company has the sole source distribution and reselling rights for Kamstrup North American water products in the distribution area listed below:

Aguaworks Pide and Supply, LLC
2907 N. Central Ave
Brownsville, TX 78526

Distribution Area:

The counties in the State of Texas:

- Cameron
- Willacy
- Hidalgo
- Starr
- Kenedy
- Brooks
- Jim Hogg
- Zapata
- Webb
- Duval

Please contact me with any questions.

Sincerely,
Kamstrup, LLC

Travis Smith
VP NA Sales
trsm@Kamstrup.com
470-834-1191

Think Forward

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
CONSENT AGENDA
Agenda Item No: 13.J.
Standard Utility Agreement

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Standard Utility Agreement with the Texas Department of Transportation for the Construction of a New Booster Station. [Gerardo Carmona Jr., P.E., Utilities Director]

2. Description:

The Texas Department of Transportation will be doing highway improvements to U.S. Highway 281 between FM 490 and SH 186. As a result of these improvements, the City of Edinburg will have to construct a new Booster Station to replace the existing one near to FM 490 as part of the utility relocation generated by this TxDOT Project.

This agreement will establish the costs in which the state will participate and reimburse the City for the demolition of the existing FM 490 Booster Station and the construction of the new City of Edinburg - La Coma Booster Station. The state's current participation cost is 100% of the booster station construction costs, but may be subject to change.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Standard Utility Agreement with the Texas Department of Transportation for the construction of a new Booster Station.

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Approved - 10/11/2024	Jose Guajardo, Engineer III
Tomas Reyna, Assistant City Manager	Final Approval - 10/11/2024	

Attachments:

A. Booster Pump Station Standard Utility Agreement

Standard Utility Agreement

U Number: **NA** Utility ID: **00023803**

District: Pharr
ROW Project ID (TxC): R00004858
ROW CSJ: 0255-07-142
Construction CSJ: 0255-07-140
Highway Project Letting Date: 01/07/2025

County: HIDALGO
Highway: US 281
From: 0.273 MI S OF SH 186

To: 0.023 MI N OF FM 490

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

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

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: The City of Edinburg has an existing active pump station at station 40+70 in parcel 3 of the ROW plans. The water tower and pump station shed is located on a City of Edinburg Easement inside of TxDOT Rights of Way requiring the City to relocate a new proposed waterline pump station and water tower in a private location.The new proposed water pump station is required to supplement the additional water pressure to serve the existing community. Since this pump station is required and the City is forced to relocate, the City will be reimbured for the demolition of the old pump station and water tower along with the installation for a new waterline pump station and water tower per current City and TCEQ code; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

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

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

NOW, THEREFORE, BE IT AGREED:

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

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

Initial	Date		Initial	Date
TxDOT			Utility	

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

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

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

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

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

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

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

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability

to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

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

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

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

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

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

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

Initial	Date		Initial	Date
TxDOT			Utility	

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

UTILITY

Utility: City of Edinburg
Name of Utility

By: _____
Authorized Signature

Myra L. Ayala
Print or Type Name

Title: City Manager

Date: _____

EXECUTION RECOMMENDED:

_____
Director of TP&D (or designee), District

THE STATE OF TEXAS

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

By: _____
District Engineer (or designee)

Date: _____

Initial Date
TxDOT

Initial Date
Utility

Utility Adjustment Work - Signature Authority

Organization ID:

District: Pharr
Organization Type: Municipality
Texas Identification No.:

County: Hidalgo
Organization Sub-Type: Water
Payee Mail Code: ☐ All Associated Payee Mail Codes

WHEREAS, **City of Edinburg**, hereinafter called the **Owner**, deems it necessary and proper to enter into an agreement with the Texas Department of Transportation (TxDOT) for the relocation of various facilities operated by the **Owner**, which conflict with TxDOT's proposed highway improvement project.

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

Passed, approved, and adopted on this day of , 20 .

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

ATTEST:

Owner: **City of Edinburg**
Utility Name

By: _____
Authorized Signature

Title: **City Manager**

Date: _____

Business Entity Acknowledgment

State of Texas
County of

This instrument was acknowledged before me on _____ _____by _____, _____ _____of _____[name of utility company], a _____[state] _____[type of company, e.g. LLC, Inc., L.P., etc.], on behalf of said business entity. The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

_____
Notary Public's Signature

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

Attachment "A"
Plans, Specifications, and Estimated Costs

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

☐ Currently, **this project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☒ We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

Initial	Date		Initial	Date
TxDOT			Utility	

Utility Adjustment for TxDOT Project

TXDOT STANDARD
SUA ESTIMATE

City of Edinburg
US 281, FM 490 to SH 186

RCSJ: 0255-07-42
Utility ID#: U00023803
UNUMBER: NA

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

Internally Supplied Materials - documented with Certified Ledger at Payment

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

Externally Acquired Materials - documented with Invoices and/or Checks

Line Item / Item Description	Unit	Quantity	$/Unit	Total
GENERAL ITEMS				
DEMOLITION OF EXISTING BOOSTER				
TEMP SEDMT CONT FENCE (INSTALL)	LF	230	$4.75	$ 1,092.50
TEMP SEDMT CONT FENCE (REMOVE)	LF	230	$1.50	$ 345.00
CONSTRUCTION EXITS (INSTALL) (TY 1)	YD	78	$45.00	$ 3,510.00
CONSTRUCTION EXITS (REMOVE) (TY 1)	YD	78	$15.00	$ 1,170.00
BARRICADES, SIGNS AND TRAFFIC (MOS)	EA	1	$3,000.00	$ 3,000.00
REMOVING CONC (FOUNDATIONS)	YD	52	$80.00	$ 4,160.00
PREPARING ROW (TREE) (24" TO 36" DIA)	EA	1	$2,500.00	$ 2,500.00
REMOVING STAB BASE AND ASPH PAV (0"-4")	YD	94	$4.00	$ 376.00
REMOV STR (SMALL)	EA	2	$5,000.00	$ 10,000.00
CHAIN LINK FENCE (REMOVE)	LF	280	$7.50	$ 2,100.00
GATE (REMOVE)	EA	1	$600.00	$ 600.00
CUT AND PLUG WATER MAIN (2IN)	EA	1	$65.00	$ 65.00
CUT AND PLUG WATER MAIN (6IN)	EA	1	$65.00	$ 65.00
REMOVE AND DISPOSE (2-INCH WATERLINE)	LF	20	$65.00	$ 1,300.00
REMOVE AND DISPOSE WATER PIPE (4")	LF	40	$70.00	$ 2,800.00
REMOVE AND DISPOSE WATER PIPE (6")	LF	68	$75.00	$ 5,100.00
REMOVAL OF TIMBER POLES	EA	1	$3,000.00	$ 3,000.00
REMOVE & DISPOSE WATER VALVE	EA	3	$430.35	$ 1,291.05
REMOV STR (LARGE)	EA	1	$15,000.00	$ 15,000.00
SITE IMPROVEMENTS				
Remove Fence	LF	160	$7.50	$ 1,200.00
24" RCP Culvert (CLIII) - Buy America	LF	70	$160.00	$ 11,200.00
Concrete Safety End Treatment - Buy America	EA	2	$4,400.00	$ 8,800.00
Concrete Pavement 7" (TxDOT - CL 'P') - Buy America	YD	455	$180.00	$ 81,900.00
Caliche Base 6" (TxDOT - TY 'E')	YD	500	$36.00	$ 18,000.00
Concrete Sidewalk 4" - Buy America	YD	30	$136.00	$ 4,080.00
Concrete Sidewalk Flume - Buy America	EA	2	$650.00	$ 1,300.00
Concrete Equipment Pad 4" - Buy America	YD	23	$130.00	$ 2,990.00
Erosion Control -Silt Fence	LF	650	$12.00	$ 7,800.00
Security Pipe Gate (Round) - Buy America	EA	1	$2,700.00	$ 2,700.00
Swale Inlet Assembly w/ Conc. (Drainage)	EA	1	$900.00	$ 900.00
8" PVC C900 SDR35 (Drainage) - Buy America	LF	15	$70.00	$ 1,050.00
Concrete Rip-Rap 5" - Buy America	YD	10	$160.00	$ 1,600.00
Rock Riprap (No. 2) w/ Splash Pad	EA	1	$650.00	$ 650.00
6" Removable Bollard Assembly	EA	4	$960.00	$ 3,840.00
Clearing & Grubbing	ACRE	0.5455466	$20,000.00	$ 10,910.93
Earthwork Excavate	YD	100	$55.00	$ 5,500.00
Earthwork Embankment	YD	960	$65.00	$ 62,400.00

UTILITY IMPROVEMENTS				
8" PVC C900 DR 18w/ Fittings - Buy America	LF	55	$100.00	$ 5,500.00
12" PVC C900 DR 18 w/ Fittings - Buy America	LF	76	$120.00	$ 9,120.00
Cut & Install 8" x 8" Tee - Buy America	EA	1	$3,900.00	$ 3,900.00
Cut & Install 8" x 12" Tee - Buy America	EA	1	$4,494.00	$ 4,494.00
Cut & Install Fire Hydrant Asembly - Buy America	EA	1	$11,770.00	$ 11,770.00
8" Automated Gate Valve & Box Assembly - Buy Ameri	EA	1	$24,200.00	$ 24,200.00
12" Automated Gate Valve & Box Assembly - Buy Ame	EA	1	$27,500.00	$ 27,500.00
1" Tap w/ 3/4" Service Spigot - Buy America	EA	2	$720.00	$ 1,440.00
1" & 3/4" Water Service PVC (SCH 40) w/ Fittings	EA	1	$470.00	$ 470.00
Storage Tank 141,000 Gallon	EA	1	$1,056,000.00	$ 1,056,000.00
Pentair Pump Model 2" 2873A (Or Approved Equal)	EA	2	$242,000.00	$ 484,000.00
8" Rosemount 8750W Magnetic Flowmeter System	EA	1	$8,800.00	$ 8,800.00
Mechanical - Pipe Fittings, Restraints, & Supports w/ S	EA	1	$71,500.00	$ 71,500.00
Mechanical - Valves - Buy America	EA	1	$38,500.00	$ 38,500.00
Pump Station Concrete Pad - Buy America	YD	239	$180.00	$ 43,020.00
Prefab, Electrical Building w/ AC Minisplit	EA	1	$47,300.00	$ 47,300.00
Electrical - SCADA Control Installation & Start-Up	EA	1	$106,000.00	$ 106,000.00
Electrical - Pump Control Installation & Start-Up	EA	1	$127,700.00	$ 127,700.00
Electrical - Conduit, Cable, Lighting, Disconnects, Instr	EA	1	$230,000.00	$ 230,000.00
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -
			SUBTOTAL	$ 2,585,509.48
			MATERIALS SUBTOTAL	$ 2,585,509.48

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

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

Sum of De Minimus Items $0.00

Internal Labor Costs - documented with Certified Ledger at payment.

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

External Labor Costs - documented with Invoices and / or checks

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

Internal Engineering - Costs Documented with Certified Ledger at payment.

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

Internal Administration		
		$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.		$ -
	SUBTOTAL	$ -

Internal Engineering/ Survey/ Inspection/ Administration Overhead			
	OVERHEAD (%) Enter % if applicable		$ -
	SUBTOTAL		$ -

External Engineering - Cost documented with INVOICES and / or CHECKS

Line Item / Item Description	Unit	Quantity	$/Unit	Total
HALFF - BOOSTER PUMP STATION DESIGN	HR	285	$122.19	$ 34,824.00
HALFF - STORAGE TANK DESIGN	HR	174	$119.53	$ 20,798.00
MELDEN & HUNT - WATER DEMAND MODEL	HR	240.16665	$150.00	$ 36,025.00
TERRACON - ASBESTOS AND LEAD SURVEY	EA	1	$1,445.00	$ 1,445.00
MEG - GEOTECH (SEE UNIT COST BRKDOWN)	EA	1	$11,019.52	$ 11,019.52
Select this row and Insert to add rows. Drag to fill formulas from top cell.				$ -
			SUBTOTAL	$ 104,111.52

External Survey/ Landman	
	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.	$ -
SUBTOTAL	$ -

External Inspection	
	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.	$ -
SUBTOTAL	$ -
Engineering / Administration / Inspection SUBTOTAL	$ 104,111.52

Existing Easement Compensation - following Quit Claim / Eligibility Ratio not applied.
ROW PM confirmation of rate required.

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

Replacement Easement Compensation - following Quit Claim / Eligibility Ratio is applied. PM must concur with rate. Documentation of actual cost must be supplied at billing.	ROW
	$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.	$ -
SUBTOTAL	$ -
Easement Compensation SUBTOTAL	$ -

SUMMARY:

		Total Project Cost	$ 2,689,621.00
General & Administrative OH (TPC * %)	6.93%		$ 186,390.74
		GROSS COST	$ 2,876,011.73
		SALVAGE and/or Depreciation CREDIT	$ -
BETTERMENT RATIO	0.00%	Ratio Deduction	$ -
		Amount reimbursable after Betterment and Salvage Credit	$ 2,876,011.73
ELIGIBILITY RATIO	100.00%		
		NET REIMBURSEMENT TO UTILITY	$ 2,876,011.73

Version 3.0

Oscar Garza

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

Follow Up Flag: Follow up
Flag Status: Flagged

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

Oscar,

Please see the email below.

Gerardo Carmona
Director of Utilities
Utilities
: gcarmona@cityofedinburg.com
: (956) 388-8951
: cityofedinburg.com
: 1201 N Doolittle, Edinburg TX 78542

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

Mr. Carmona,

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

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

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

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

Thank you.

Ascencion Alonzo
Director of Finance
: aalonzo@cityofedinburg.com
: (956) 388-1895
: cityofedinburg.com
: 415 W. University Dr. Edinburg, TX 78539

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

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

See Accompanying Notes To The Financial Statements.

DEMO PLANS BY CITY OF EDINBURG

NO.	DATE	ISSUE/REVISION	APP.

THE CITY OF Edinburg

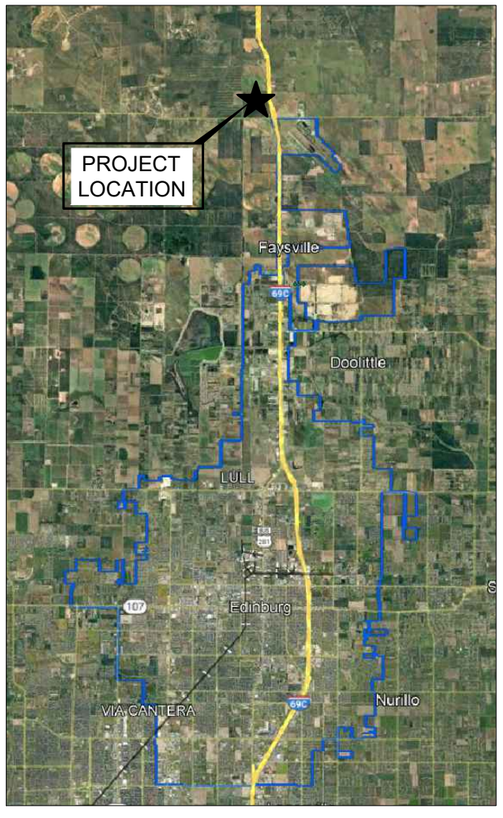
PLANS FOR

FM 490 BOOSTER STATION DEMOLITION PROJECT

HIDALGO COUNTY, TEXAS

SHEET INDEX

SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	GENERAL NOTES
3	GENERAL NOTES
4	DEMOLITION NOTES
5	DEMO SITE PLAN
6	SWPPP
7	TRAFFIC CONTROL PLAN TCP (1-1)-18
8	TXDOT EROSION CONTROL SHEET EC(3)-16
9	TXDOT EROSION CONTROL SHEET EC(1)-16



CITY OF EDINBURG
POP. 100,243

VICINITY MAP
N.T.S.

THE CITY OF EDINBURG COMMISSION

RAMIRO GARZA, JR.....MAYOR
DANIEL 'DAN' DIAZ.....MAYOR PRO-TEM
JASON DE LEON.....COUNCILMEMBER
DAVID SALAZAR, JR.....COUNCILMEMBER
DAVID WHITE.....COUNCILMEMBER
MYRA L. AYALA.....CITY MANAGER

LOCATION MAP
N.T.S.

STATE OF TEXAS
Jose R. Guajardo
109932
LICENSED PROFESSIONAL ENGINEER

4/03/24

PROJECT ADDRESS:
STREET
CITY, STATE ZIP CODE

DATE:
JANUARY 2022

SHEET 01 **OF** 9

GENERAL NOTES:

1. CONTRACTOR SHALL CONTACT THE CITY OF EDINBURG ENGINEERING DEPARTMENT AT 956-388-8211, 48 HOURS PRIOR TO START OF ANY CONSTRUCTION WITHIN PROJECT SITE.
2. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES WITHIN THE CONSTRUCTION AREA 48 HOURS PRIOR TO EXCAVATION NEAR THE UTILITIES.
3. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES (NO SEPARATE PAY). ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER IN WRITING PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES INCURRED AS A RESULT OF THIS CONSTRUCTION OPERATION WILL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
4. THE LOCATION AND DEPTH OF EXISTING UTILITIES SHOWN HEREON, ARE BASED UPON AVAILABLE PLANS, UTILITY MAPS, AND VISUAL INSPECTIONS. THERE IS NO GUARANTEE THAT SAID LINES HAVE ACTUALLY BEEN CONSTRUCTED AS SHOWN. THE CONTRACTOR SHALL CONTACT ALL UTILITY LOCATORS AS NOTED ON COVER SHEET AND SHALL VERIFY BY HIS OWN FIELD EXPLORATION THE LOCATION AND DEPTH OF ALL UTILITY LINES PRIOR TO CONSTRUCTION OF PROPOSED IMPROVMENTS. ANY CONFLICTS FOUND BY SUCH EXPLORATION SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
5. MAINTAIN A MINIMUM OF 6 INCHES CLEARANCE BETWEEN ALL UTILITIES, UNLESS OTHERWISE NOTED.
6. CONTRACTOR TO OBTAIN ALL CONSTRUCTION PERMITS NOT SUPPLIED BY OWNER AT HIS EXPENSE PRIOR TO COMMENCEMENT OF WORK.
7. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR WILL BE OBTAINED AT HIS EXPENSE.
8. PRIOR TO CONSTRUCTION, CONTRACTOR, OWNER AND ENGINEER TO PERFORM ON-SITE FIELD INSPECTION TO DOCUMENT EXISTING CONDITIONS (NOTES & PHOTOS).
9. THE CONTRACTOR SHALL STORE THE MATERIALS AT THE SITE AT HIS OWN RISK. CITY SHALL NOT BE HELD LIABLE IF ANY OF THE CONTRACTOR'S EQUIPMENT OR MATERIAL IS STOLEN OR DAMAGED. THIS WILL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS AND SHALL NOT BE MEASURED FOR PAYMENT.
10. EQUIPMENT AND MATERIALS SHALL NOT BE STORED ON PUBLIC RIGHT OF WAY DURING THE COURSE OF CONSTRUCTION WITHOUT PRIOR APPROVAL FROM CITY OF EDINBURG AGENCY.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE AT ALL TIMES DURING CONSTRUCTION OF PROPOSED FACILITIES. NATURAL GROUND ADJACENT TO UTILITY TRENCH EXCAVATION TO BE CLEARED AND GRUBBED PRIOR TO PLACEMENT OF EXCESS TRENCH MATERIAL (NO ADDITIONAL PAYMENT - INCLUDE IN COST OF UNDERGROUND UTILITIES CONSTRUCTION.)
12. ALL PROPOSED PIPE STUB-OUTS ARE TO BE PLUGGED. PLUG SANITARY SEWERS WITH MANUFACTURED PLUG.
13. CONCRETE NOTES:
    A. ALL CONCRETE WORK TO BE FORMED, UNLESS OTHERWISE APPROVED.
    B. ALL CONCRETE TO BE 3500-PSI MINIMUM AT 28 DAYS, UNLESS OTHERWISE SHOWN. STRENGTH TO BE DETERMINED BY CYLINDER BREAK TEST.
    C. ALL REINFORCING STEEL TO BE ASTM A-615, GRADE 60, UNLESS OTHERWISE SHOWN.
    D. ALL EXPOSED CONCRETE WORK TO BE CHAMFERED. DEMOLITION, REMOVAL, AND DISPOSAL OF ALL EXCESS CONCRETE, CURBS, RUBBLE, ETC. TO BE DONE IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.
14. FILL TO BE COMPACTED AS PER CITY OF EDINBURG REQUIREMENTS.
15. CONTRACTOR TO INSURE SAME DAY ACCESS TO ALL RESIDENCE AND BUSINESS ADJACENT TO CONSTRUCTION.
16. CONTRACTOR IS RESPONSIBLE FOR CLEANING MUD AND/OR DIRT TRACKED ONTO EXISTING STREETS BY HIS WORKMEN'S SUPPLIERS, OR SUBCONTRACTOR'S VEHICLES. STREETS MUST BE CLEANED WITHIN 2 HOURS OF WHEN THE TRACKING OCCURS. NO SEPARATE PAY.
17. RETESTING OF ALL UTILITIES AND ACCEPTANCE BY OWNER SUBSEQUENT TO THE PAVEMENT CONSTRUCTION WILL BE THE UTILITY CONTRACTOR'S RESPONSIBILITY. NO SEPARATE PAY.
18. CONTRACTOR IS HEREBY INFORMED THAT ALL TRENCHING AND SHORING WILL BE DONE IN STRICT ACCORDANCE WITH THE LATEST OSHA STANDARDS.
19. WHERE CONTRACTOR'S WORK AND/OR EQUIPMENT CAUSE AN OBSTRUCTION TO TRAFFIC, CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH PART VI OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (TEXAS MUTCD, MOST RECENT EDITION AS REVISED) DURING CONSTRUCTION. A WRITTEN TRAFFIC CONTROL PLAN SHALL BE SUBMITTED PRIOR TO CONSTRUCTION FOR REVIEW BY THE CITY ENGINEER & OTHER APPROPRIATE PERSONS.
20. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE SAFETY OF THE PEDESTRIANS AND ALL VEHICULAR TRAFFIC FROM CONSTRUCTION RELATED ACTIVITIES DURING THE COURSE OF THIS PROJECT.
21. CONTRACTOR SHALL AT ALL TIMES ACCESS TO EXISTING DRIVEWAYS OR PROVIDE/MAINTAIN ALTERNATIVE ALL WEATHER ROUTES.
22. THE CONTRACTOR SHALL PROVIDE A TEMPORARY FENCE FROM THE TIME AN EXISTING FENCE IS REMOVED TO THE TIME THE PROPOSED FENCE IS PLACED. THIS WORK WILL NOT BE PAID FOR DIRECTLY BUT CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.
23. LOCATION OF EXISTING UNDERGROUND UTILITIES AND SERVICE LINES (WATER, SEWER, GAS, TELEPHONE, ELECTRICAL, ETC.) ARE DETERMINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. CONTRACTOR TO LOCATE LINES AND/OR OBSTRUCTIONS AHEAD OF EXCAVATION.
24. CONTRACTOR TO EXPOSE ANY EXISTING FACILITY THAT MAY BE IN CONFLICT PRIOR TO START OF EXCAVATION.
25. NO EXCAVATION SHALL REMAIN OPEN OVERNIGHT.
26. ALL WORK SHALL BE PERFORMED DURING DAYLIGHT HOURS.
27. ANY SOIL BORINGS THE CONTRACTOR REQUIRES ARE TO BE DONE BY THE CONTRACTOR AT HIS EXPENSE.
28. OVERHEAD LINES MAY EXIST ON THE PROPERTY. CLEARLY VISIBLE LINES ARE NOT MARKED, AND CONTRACTOR TO NOTE THEIR LOCATION PRIOR TO CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR OBJECTS MY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. CONTRACTORS ARE LEGALLY RESPONSIBLE FOR SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY.
29. THE CONSTRUCTION AREAS MAY CONTAIN UNDERGROUND ELECTRICAL LINES, CONDUITS MAY CONTAIN HIGH VOLTAGE OR LOW VOLTAGE ELECTRICAL WIRING. SOME ELECTRICAL WIRING MAY BE BURIED BELOW GROUND WITH CONDUITS. THE CONTRACTOR SHOULD EXERCISE CAUTION.
30. ANY DAMAGES TO FENCES, WALKS OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE, NO SEPARATE PAY.
31. CONTRACTOR TO MAKE ARRANGEMENTS WITH THE APPROPRIATE UTILITY COMPANY FOR SECURING POLES, IF NECESSARY, WHILE CONSTRUCTION PASSES BY POLES. COSTS OF SECURING POLES WILL BE PAID FOR BY THE CONTRACTOR. NO SEPARATE PAY.
32. CONSTRUCTION STAKING (ALIGNMENT AND GRADE) TO BE PROVIDED BY THE CONTRACTOR AT NO SEPARATE PAY.
33. WELL POINTS AND DEWATERING ARE SUBSIDIARY TO THE VARIOUS PIPE AND TRENCH ITEMS AND SHALL NOT BE MEASURED FOR PAYMENT.
34. SURPLUS EXCAVATED MATERIAL SHALL BE REMOVED AND DISPOSED OF OFF-SITE AS DIRECTED BY THE CITY ENGINEER. IF THE CITY ENGINEER NOTIFIES THE CONTRACTOR THAT THE OWNER DOES NOT HAVE USE FOR THIS MATERIAL, THE SURPLUS MATERIAL BECOMES THE PROPERTY OF THE CONTRACTOR. AND IT IS HIS RESPONSIBILITY TO DISPOSE OF THE MATERIAL.
35. ALL WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE LOCAL REQUIREMENTS.
36. CONTRACTOR SHALL PROTECT EXISTING UNDERGROUND FACILITIES DURING INSTALLATION OF PROPOSED WORK.
37. PAVED SURFACES SHALL BE PROTECTED FROM DAMAGE FROM TRACKED EQUIPMENT.
38. IRON RODS DISTURBED DURING CONSTRUCTION TO BE REPLACED BY REGISTERED PUBLIC LAND SURVEYOR TO ORIGINAL PROPERTY CORNER AT NO SEPARATE PAY.
39. CONTINUOUS METALLIC MARKER TAPE SHALL BE USED FOR ALL NON-METALLIC PIPE. NO SEPARATE PAY.
40. RETESTING OF ANY TESTING FAILURES WILL BE THE CONTRACTOR'S RESPONSIBILITY. NO SEPARATE PAY.

NO.	DATE	ISSUE/REVISION	APP.

Legend:

STATE OF TEXAS
Jose R. Guajardo
109932
LICENSED PROFESSIONAL ENGINEER
4/03/2024

FM 490 BOOSTER STATION DEMOLITION PROJECT

GENERAL NOTES

REQUESTED BY: UTILITIES DEPT.

DATE: MARCH 2024

CREATED BY: ENGINEERING DEPT

DRAWING SCALE: N.T.S.
HORIZ: N/A
VERT: N/A

SHEET 2 **OF** 9

FILE PATH: N:\03_PROJECTS\2022\04_WATER_&_SEWER\490_BOOSTER_STATION_SURVEY\490 BOOSTER STATION DEMOLITION PROJECT PLANS\Phase_Design\04_Final DWG\01_PAGES\01C-DTnotes.dwg

40. RETESTING OF ANY TESTING FAILURES WILL BE THE CONTRACTOR'S RESPONSIBILITY. NO SEPARATE PAY.

41. COLLECTION AND DISPOSAL OF WASTEWATER, REMOVING EXISTING PIPE AND FITTINGS, BY-PASS PUMPING FLOW DIVERSIONS AND TEMPORARY PIPE PLUGS ARE CONSIDERED SUBSIDIARY TO THE PIPE AND TRENCH ITEMS AND SHALL NOT BE MEASURED FOR PAYMENT.

42. TEMPORARY FENCING AND TEMPORARY GATES, BARRICADES, WARNING LIGHTS, WARNING SIGNS, ETC. ARE CONSIDERED SUBSIDIARY TO THE WORK AND SHALL NOT BE MEASURED FOR PAYMENT.

43. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN AN UPDATED REDLINED "AS-BUILT" SET OF PLANS ON SITE FOR INSPECTION BY THE CITY ENGINEER, THE CITY ENGINEER'S REPRESENTATIVE, AND THE OWNER'S REPRESENTATIVE.

44. WORK PERFORMED UNDER THIS CONTRACT IS GOVERNED BY REQUIREMENTS OF SEVERAL PUBLIC GOVERNMENTAL AND PRIVATE ENTITIES. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF GOVERNING ENTITIES.

45. CONTRACTOR TO COORDINATE WITH THE CITY OF EDINBURG ENGINEERING DEPARTMENT ON WORK SCHEDULES, TESTING, GENERAL INSPECTION, AND EXISTING LINES.

46. ALL CONSTRUCTION MATERIALS TESTING WILL BE COORDINATED THROUGH CITY OF EDINBURG UTILITIES DEPARTMENT.

47. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RETURN THE SITE TO ORIGINAL CONTOURS UNLESS DIFFERENT FINISHED ELEVATIONS ARE SHOWN ON PLANS. CONTRACTOR TO INSURE NO AREAS OF PONDING ARE PRESENT. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RETURN THE SITE TO ORIGINAL CONDITIONS INCLUDING BUT NOT LIMITED TO BACKFILL, TOP SOIL, HYDRO MULCH, ETC.

48. SURVEY PERFORMED BY: N/A

49. THESE PLANS, PREPARED BY THE CITY OF EDINBURG DO NOT EXTEND TO OR INCLUDE DESIGN OR SYSTEMS PERTAINING TO THE SAFEY OF THE CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF CITY OF EDINBURG LICENSED PROFESSIONAL ENGINEER(S) HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED IN THESE PLANS. THE CONSTRUCTION CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING THE PLANS AND SPECIFICATIONS REQUIRED BY THE HOUSE BILLS 622 AND 665 ENACTED BY THE TEXAS LEGISLATURE IN THE 7TH LEGISLATURE REGULAR SESSION.

50. ALL SAFETY EXPOSURES OR VIOLATIONS SHALL BE RECTIFIED IMMEDIATELY BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROTECTION OF PERSONS AND PROPERTY, AND FOR PROVIDING SAFE WORKING CONDITIONS THROUGHOUT THE WORK PROGRESS. ALL AREAS ADJACENT TO THE CONSTRUCTION AREA OR AFFECTED BY THE CONSTRUCTION MUST BE PROTECTED FROM DAMAGE, CLEANED AND RESTORED TO THE ORIGINAL CONDITION AT NO ADDITIONAL EXPENSE.

51. CONTRACTOR SHALL FOLLOW THE CITY OF EDINBURG LATEST ENGINEERING STANDARDS.

PAVING CONSTRUCTION NOTES:

1. CONTRACTOR TO FILL BEHIND CURBS AND WALKS AND SHAPE TO ENSURE PROPER DRAINAGE.
2. WHERE EXISTING ASPHALT AND CONCRETE ARE TO BE CUT, THESE CUTS SHALL BE VERTICAL AND MADE WITH A SAW.
3. FLEXIBLE BASE ARE TO COMPLY WITH LATEST CITY OF EDINBURG REQUIREMENTS.
4. PRIME COAT SHALL BE MC-30 APPLIED AT A RATE OF 0.15 GAL/SY.
5. TYPES AND RATES FOR SURFACE TREATMENTS SHALL BE: HOT MIX ASPHALTIC CONCRETE AND SHALL MEET THE REQUIRED TX DOT ITEM 340.
6. CARE SHALL BE TAKEN TO PROTECT CURB AND GUTTER AND OTHER CONCRETE SURFACES FROM ASPHALT SPLATTER DURING PRIMING AND SEALING OPERATIONS.
7. HMAC TRANSPORT TRUCKS TO BE EQUIPPED WITH CANVAS COVERS TO BE UTILIZED DURING MATERIAL HAULING. MATERIAL DELIVERED TO SITE AT IMPROPER TEMPERATURE SHALL BE REJECTED. HOT MIX SHALL BE LAID AT A MINIMUM TEMPERATURE OF 225 DEGREE FAHRENHEIT.

EROSION CONTROL:

1. IT IS THE INTENT OF THIS SUGGESTED EROSION CONTROL PLAN AND WITHIN THE SPECIFICATIONS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER POLLUTION PREVENTION PLAN (SW3P) FOR THIS PROJECT TO ESTABLISH A MINIMUM BASIS OF COMPLIANCE WITH FEDERAL REGULATIONS. CONTRACTOR SHALL PREPARE AND SUBMIT A NOTICE OF INTENT PER THE REQUIREMENTS IN THE NPDES GENERAL PERMIT. THE CONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN (SW3P) AND BE SOLELY RESPONSIBLE FOR ITS IMPLEMENTATION. THE STORM WATER POLLUTION PREVENTION PLAN (SW3P) SHALL MEET THE REQUIREMENTS SET FORTH IN THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TPDES GENERAL PERMIT FOR REGION 6 FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES.
2. THE STORM WATER POLLUTION PREVENTION PLAN (SW3P) SHOULD ADDRESS THREE GOALS:
   A. DIVERSION OF UPSLOPE WATER AROUND DISTURBED AREAS OF THE SITE;
   B. LIMITS THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND
   C. REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
3. THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN (SW3P) AVAILABLE, UPON REQUEST, TO TCEQ.
4. THE CONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
5. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVEN GREATER THAN 0.5 INCHES. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
6. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN (SW3P) SHALL BE RETAINED AND MADE PART OF THE PLAN.
7. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NDPES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN.
8. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE:
   A. DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR;
   B. REGULAR COLLECTION OF WASTE;
   C. CONVENIENTLY LOCATED WASTE RECEPTACLES; AND
   D. DESIGNATING AND CONTROLLING EQUIPMENT WASH DOWN.
9. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
10. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
11. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO THE GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SW3P). THE WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
12. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.
13. THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION EXIT AT ALL TRAFFIC EXIT POINTS PRIOR TO EXISTING ONTO ANY PAVED ROADWAY.

THE CITY OF EDINBURG TEXAS

NO.	DATE	ISSUE/REVISION	APP.

Legend:

STATE OF TEXAS
Jose R. Guajardo
109932
LICENSED PROFESSIONAL ENGINEER
4/03/2024

FM 490 BOOSTER STATION DEMOLITION PROJECT

GENERAL NOTES

REQUESTED BY: UTILITIES DEPT.

DATE: MARCH 2024

CREATED BY: ENGINEERING DEPT

DRAWING SCALE: N.T.S.
HORIZ: N/A
VERT: N/A

SHEET 3 **OF** 9

FILE PATH: N:\03_PROJECTS\2022\04_WATER_&_SEWER\490_BOOSTER_STATION_SURVEY\490 BOOSTER STATION DEMOLITION PROJECT PLANS\Phase_Design\04_Final DWG\01_PAGES\01C-DTnotes.dwg

DEMOLITION NOTES:

1. DEMOLISH ALL STRUCTURES WITHIN THE PROPERTY LINES INCLUDING (BUT NOT LIMITED TO) ROOF, WALLS, SLAB, STRUCTURAL FRAMING, FOUNDATION, PLANTS, SIDEWALKS, ETC. COMPLETE. USE CARE NOT TO DAMAGE ADJACENT BUILDINGS AND TO CONFINE OPERATIONS WITHIN PROJECT LIMITS. CONTRACTOR SHALL REMOVE ALL DEBRIS FROM SITE

2. DEMOLISH AND REMOVE BELOW-GRADE CONSTRUCTION AND CONCRETE SLABS-ON-GRADE.

3. ALL DISTURBED AREAS SHALL BE PROPERLY GRADED AFTER DEMOLITION IS COMPLETE. NO PONDING SHALL BE ALLOWED TO OCCUR.

4. CONTRACTOR SHALL PROTECT THE STORM SEWERS, CONTAIN ANY RUNOFF AND KEEP ADJACENT STREETS AND PARKING LOTS FREE OF DEBRIS, DIRT, MUD, ETC. INSTALL SILT FENCE AROUND LOTS /PROPERTY THAT IS BEING DEMOLISHED. SWPPP AS REQUIRED PER APPLICABLE LAWS / REGULATIONS. SILT FENCE TO BE REMOVED AFTER HYDRO-SEEDING.

5. STRUCTURES TO REMAIN IN PLACE SHALL BE PROTECTED FROM DAMAGE DURING ALL PHASES OF WORK.

6. CONTRACTOR SHALL PATCH AND REPAIR ALL EXPOSED OPENINGS OR DAMAGE DUE TO DEMOLITION AT NO COST TO THE OWNER.

7. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING A TEMPORARY FENCE FOR WORK AREA.

8. CONTRACTOR SHALL FIELD VERIFY THE WORK INDICATED PRIOR TO WORK. REPORT DISCREPANCIES OR CONCERNS IMMEDIATELY TO OWNER OR OWNER'S REPRESENTATIVE.

9. THE OWNER ASSUMES NO RESPONSIBILITY FOR THE ACTUAL CONDITION OF STRUCTURES TO BE DEMOLISHED.

10. THE DEMOLITION WORK SPECIFIED HEREIN SHALL BE PERFORMED IN A SAFE, SATISFACTORY CONDITION, STARTING WITH THE ROOF AND WORKING DOWN, WITH THE SAFETY AND WELFARE OF ALL PEOPLE AND PROPERTY BEING OF THE HIGHEST PRIORITY.

11. THE CONTRACTOR SHALL HAUL OFF ALL DEBRIS AND UNSALVAGEABLE MATERIALS; AND NO DEBRIS OR RUBBLE WHICH MAY POSE A THREAT TO PUBLIC SAFETY WILL BE LEFT ON THE SITE OVERNIGHT. NO SUCH DEBRIS OR MATERIAL WILL BE PLACED ON A SIDEWALK OR PUBLIC RIGHT-OF-WAY SO THAT IT POSES A DANGER TO ANY PERSON.

12. CONTRACTOR IS RESPONSIBLE FOR PERFORMING 811 LOCATES FOR EACH PROPERTY PRIOR TO COMMENCEMENT OF WORK.

13. STORAGE OR SALE OF REMOVED ITEMS ON THE PROJECT SITE WILL NOT BE PERMITTED.

14. THE USE OF EXPLOSIVES WILL NOT BE PERMITTED.

15. CONDUCT DEMOLITION OPERATIONS AND THE REMOVAL OF DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES.

16. ENSURE THE SAFE PASSAGE OF PERSONS AROUND THE AREA OF DEMOLITION. CONDUCT OPERATIONS TO PREVENT INJURY TO ADJACENT BUILDINGS, STRUCTURES, OTHER FACILITIES, AND PERSONS.

17. DO NOT INTERRUPT EXISTING UTILITIES SERVING OCCUPIED OR USED FACILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY AUTHORITIES HAVING JURISDICTION. PROVIDE TEMPORARY SERVICE DURING INTERRUPTIONS TO EXISTING UTILITIES, AS ACCEPTABLE TO THE GOVERNING AUTHORITIES.

18. USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT THE AMOUNT OF DUST AND DIRT RISING AND SCATTERING IN THE AIR TO THE LOWEST PRACTICABLE LEVEL.

19. COMPLY WITH THE GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.

20. DO NOT USE WATER WHEN IT MAY CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS ICE, FLOODING, AND POLLUTION.

21. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF ALL DUST, DIRT AND DEBRIS CAUSED BY DEMOLITION OPERATIONS, AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE OR GOVERNING AUTHORITIES. RETURN ADJACENT AREAS TO CONDITION EXISTING PRIOR TO THE START OF THE WORK

22. DEMOLISH BUILDINGS COMPLETELY AND REMOVE FROM THE PROJECT SITE. USE SUCH METHODS AS REQUIRED TO COMPLETE THE WORK WITHIN THE LIMITATIONS OF GOVERNING REGULATIONS.

23. GRADE THE SURFACE TO MEET ADJACENT CONTOURS AND TO PROVIDE FLOW TO SURFACE DRAINAGE STRUCTURES.

24. AFTER GRADING IS COMPLETE, THE SITE SHALL BE CLEANED OF ALL CONSTRUCTION DEBRIS 2” IN DIAMETER AND LARGER. CONTRACTOR SHALL HYDRO-SEED OR SOD ALL GRADED AREAS/PROJECT SITE UPON COMPLETION OF DEMOLITION AND SITE GRADING ACTIVITIES.

25. BURNING OF REMOVED MATERIALS FROM DEMOLISHED STRUCTURES WILL NOT BE PERMITTED ON THE PROJECT SITE.

26. BEFORE THE BUILDING IS DEMOLISHED, ITS UTILITIES SHALL BE SAFELY DISCONNECTED. THE CONTRACTOR SHALL SERVE NOTICE TO ALL SUPPLIERS OF UTILITIES TO THE BUILDING TO BE DEMOLISHED AND HAVE THEM DISCONNECT THE SERVICES AND REMOVE ALL METERS AND EQUIPMENT BELONGING TO THEM. FORTY-EIGHT

(48) HOURS' WRITTEN NOTICE MUST BE GIVEN THE CITY FOR TERMINATION OF THEIR UTILITIES. ALL PIPING AND WIRING SHALL BE PROPERLY TERMINATED. ANY COSTS INCURRED IN THE TERMINATION OF UTILITIES AND SERVICES SHALL BE BORNE BY THE CONTRACTOR.

27. DEMOLITION AND CLEAN-UP INCLUDES, BUT IS NOT LIMITED TO, THE REMOVAL OF ALL STRUCTURAL PIECES, LUMBER, DOORS, WINDOWS, WIRE, SHEET METAL, APPLIANCES, FURNITURE, LOOSE ROCK, BRICK, MORTAR, CONCRETE, AND THE CLEANING AND REMOVAL OF ALL RUBBISH, TRASH OR OTHER DEBRIS THAT WOULD INHIBIT OR PREVENT THE MECHANICAL MOWING OF SAID LOT AND PREMISES. THE BUILDING FOUNDATION SHALL BE REMOVED.

28. ALL SEWER LINES EXPOSED THROUGH DEMOLITION WORK MUST BE CUT OFF WITHIN TWO (2) INCHES OF THE SURFACE TO THE GROUND OR CONCRETE SLAB AND MUST BE PLUGGED WITH CONCRETE IN SUCH A MANNER AS TO PREVENT GROUND WATER INCURSION INTO THE CITY'S SANITARY SEWER SYSTEM.

29. HAZARDOUS MATERIALS:

MATERIALS DEFINED BY THE ENVIRONMENTAL PROTECTION AGENCY TO BE HAZARDOUS TO THE ENVIRONMENT OR PERSONS, SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL GOVERNMENT REGULATIONS AND GOVERNING LAWS. THIS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL FURNISH WRITTEN PROOF OF SUCH DISPOSAL.

30. CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES AND DIMENSIONS FOR ALL DEMOLITION AND FINAL CONSTRUCTION REQUIREMENTS SUCH AS BACKFILL/GRADING, HYDRO-SEED/SOD, OR FENCING (W/GATES) AS SHOWN ON SITE PLANS.

NO.	DATE	ISSUE/REVISION	APP.

Legend:

STATE OF TEXAS
Jose R. Guajardo
109932
LICENSED PROFESSIONAL ENGINEER
4/03/2024

FM 490 BOOSTER STATION DEMOLITION PROJECT

GENERAL NOTES

REQUESTED BY: UTILITIES DEPT.

DATE: MARCH 2024

CREATED BY: ENGINEERING DEPT

DRAWING SCALE: N.T.S.
HORIZ: N/A
VERT: N/A

SHEET 3 **OF** 9

FILE PATH: N:\03_PROJECTS\2022\04_WATER_&_SEWER\490_BOOSTER_STATION_SURVEY\490 BOOSTER STATION DEMOLITION PROJECT PLANS\Phase_Design\04_Final DWG\01_PAGES\01C-DTnotes.dwg

DEMOLITION NOTES:

1. CONTRACTOR TO VISIT SITE AND FAMILIARIZE THEMSELVES WITH THE PROJECT PRIOR TO BID.

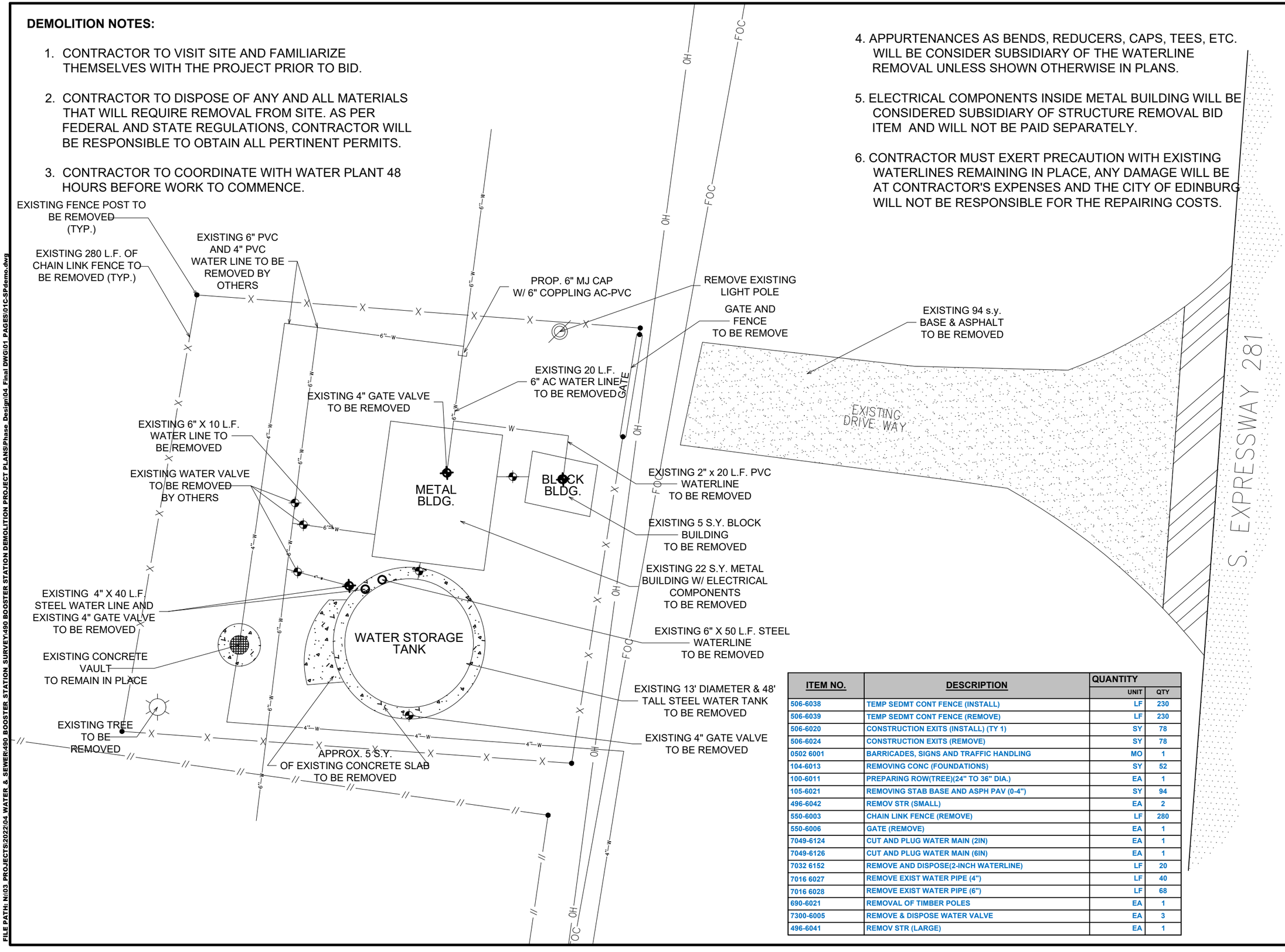
2. CONTRACTOR TO DISPOSE OF ANY AND ALL MATERIALS THAT WILL REQUIRE REMOVAL FROM SITE. AS PER FEDERAL AND STATE REGULATIONS, CONTRACTOR WILL BE RESPONSIBLE TO OBTAIN ALL PERTINENT PERMITS.

3. CONTRACTOR TO COORDINATE WITH WATER PLANT 48 HOURS BEFORE WORK TO COMMENCE.

4. APPURTENANCES AS BENDS, REDUCERS, CAPS, TEES, ETC. WILL BE CONSIDER SUBSIDIARY OF THE WATERLINE REMOVAL UNLESS SHOWN OTHERWISE IN PLANS.

5. ELECTRICAL COMPONENTS INSIDE METAL BUILDING WILL BE CONSIDERED SUBSIDIARY OF STRUCTURE REMOVAL BID ITEM AND WILL NOT BE PAID SEPARATELY.

6. CONTRACTOR MUST EXERT PRECAUTION WITH EXISTING WATERLINES REMAINING IN PLACE, ANY DAMAGE WILL BE AT CONTRACTOR'S EXPENSES AND THE CITY OF EDINBURG WILL NOT BE RESPONSIBLE FOR THE REPAIRING COSTS.



ITEM NO.	DESCRIPTION	QUANTITY	
		UNIT	QTY
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	230
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	230
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	78
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	78
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1
104-6013	REMOVING CONC (FOUNDATIONS)	SY	52
100-6011	PREPARING ROW(TREE)(24" TO 36" DIA.)	EA	1
105-6021	REMOVING STAB BASE AND ASPH PAV (0-4")	SY	94
496-6042	REMOV STR (SMALL)	EA	2
550-6003	CHAIN LINK FENCE (REMOVE)	LF	280
550-6006	GATE (REMOVE)	EA	1
7049-6124	CUT AND PLUG WATER MAIN (2IN)	EA	1
7049-6126	CUT AND PLUG WATER MAIN (6IN)	EA	1
7032 6152	REMOVE AND DISPOSE(2-INCH WATERLINE)	LF	20
7016 6027	REMOVE EXIST WATER PIPE (4")	LF	40
7016 6028	REMOVE EXIST WATER PIPE (6")	LF	68
690-6021	REMOVAL OF TIMBER POLES	EA	1
7300-6005	REMOVE & DISPOSE WATER VALVE	EA	3
496-6041	REMOV STR (LARGE)	EA	1

THE CITY OF EDINBURG TEXAS

NO.	DATE	ISSUE/REVISION	APP.

Legend:

- FENCE CORNER
- POWER POLE
- SERVICE POLE
- TREE
- WATER VALVE
- WATER VALVE VAULT
- ASPHALT TO BE REMOVED
- ASPHALT TO REMAIN IN PLACE

STATE OF TEXAS
Jose R. Guajardo
109932
LICENSED PROFESSIONAL ENGINEER
9/30/2024

FM 490 BOOSTER STATION DEMOLITION PROJECT

DEMO SITE PLAN

REQUESTED BY: UTILITIES DEPT.

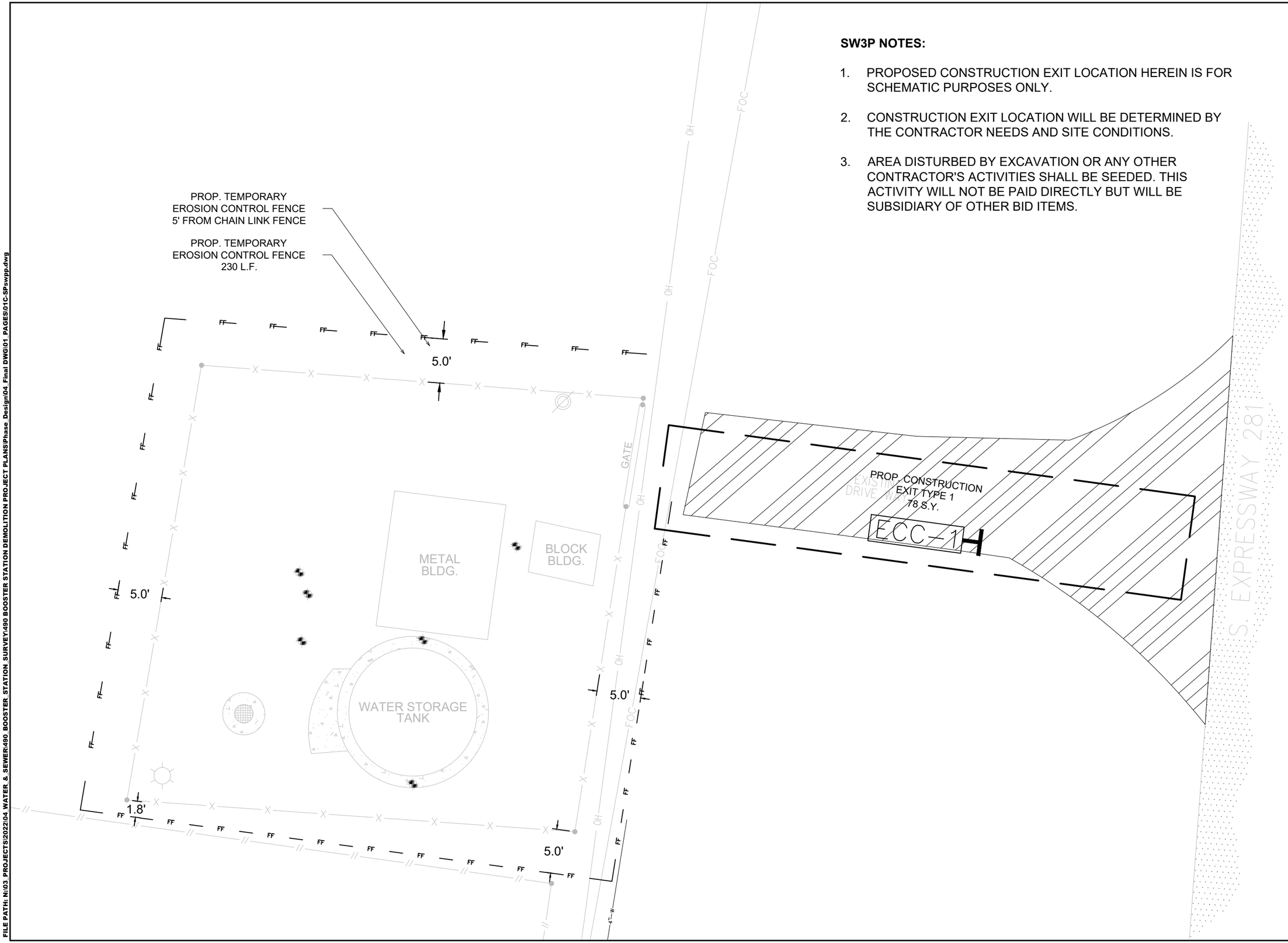
DATE: MARCH 2024

CREATED BY: ENGINEERING DEPT

DRAWING SCALE: 1:10
HORIZ: N/A
VERT: N/A

SHEET 5 **OF** 9

FILE PATH: N:\03 PROJECTS\2022\04 WATER & SEWER\490 BOOSTER STATION SURVEY\490 BOOSTER STATION DEMOLITION PROJECT PLANS\Phase 1\Design\04 Final DWG\01 PAGES\01C-SPdemo.dwg



SW3P NOTES:

1. PROPOSED CONSTRUCTION EXIT LOCATION HEREIN IS FOR SCHEMATIC PURPOSES ONLY.
2. CONSTRUCTION EXIT LOCATION WILL BE DETERMINED BY THE CONTRACTOR NEEDS AND SITE CONDITIONS.
3. AREA DISTURBED BY EXCAVATION OR ANY OTHER CONTRACTOR'S ACTIVITIES SHALL BE SEEDED. THIS ACTIVITY WILL NOT BE PAID DIRECTLY BUT WILL BE SUBSIDIARY OF OTHER BID ITEMS.

THE CITY OF EDINBURG TEXAS

NO.	DATE	ISSUE/REVISION	APP.

Legend:

PROPOSED SEDIMENT CONTROL FENCE

ECC-1 EROSION CONTROL CONSTRUCTION ACCESS/EXIT

STATE OF TEXAS
Jose R. Guajardo
109932
LICENSED PROFESSIONAL ENGINEER
4/03/2024

FM 490 BOOSTER STATION DEMOLITION PROJECT

SWPPP

REQUESTED BY: UTILITIES DEPT.

DATE: MARCH 2024

CREATED BY: ENGINEERING DEPT

DRAWING SCALE: 1:10
HORIZ: N/A
VERT: N/A

SHEET 6 **OF** 9

FILE PATH: N:\03_PROJECTS\2022\04_WATER_&_SEWER\490_BOOSTER_STATION_SURVEY\490 BOOSTER STATION DEMOLITION PROJECT PLANS\Phase_Design\04_Final DWG\01_PAGES\01C-SPswppp.dwg

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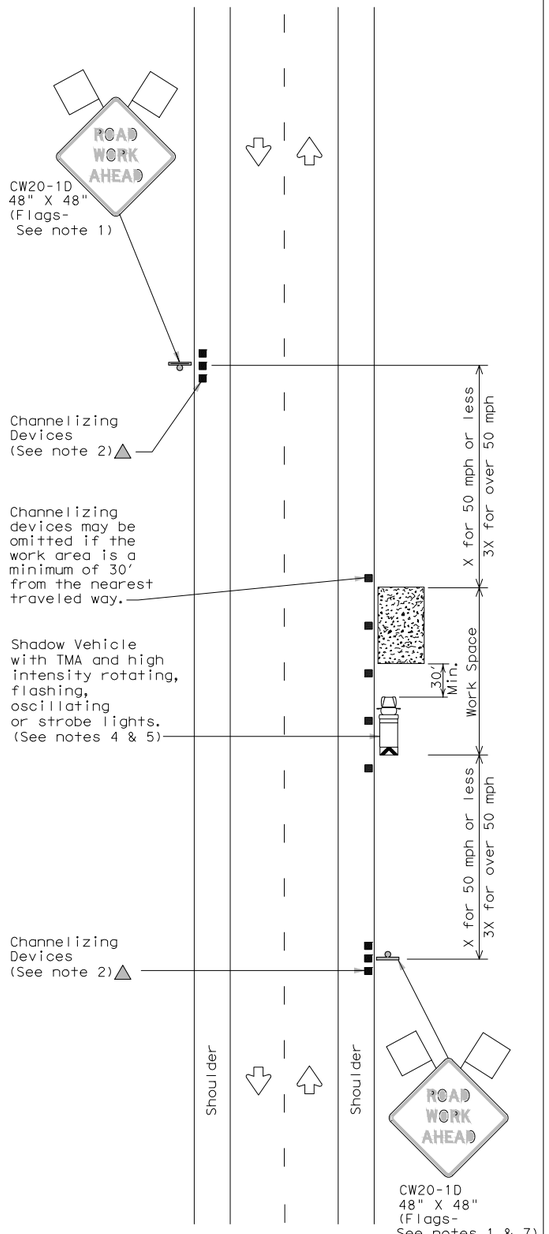
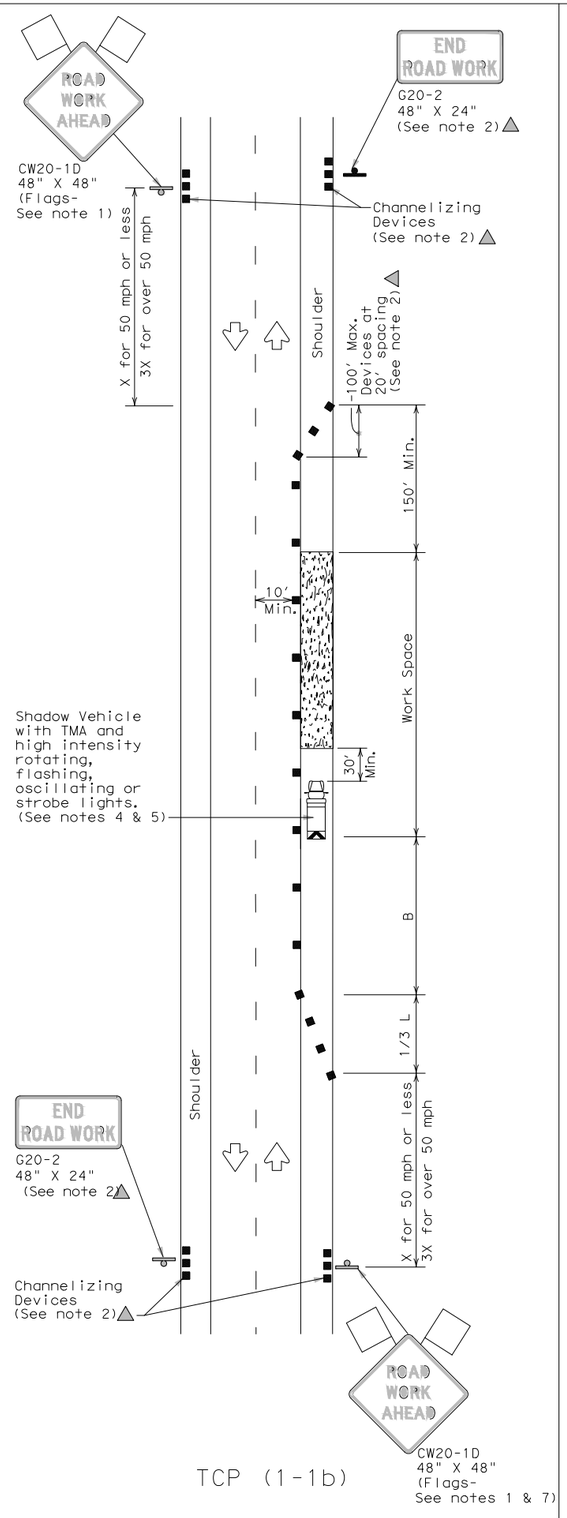
FILE:



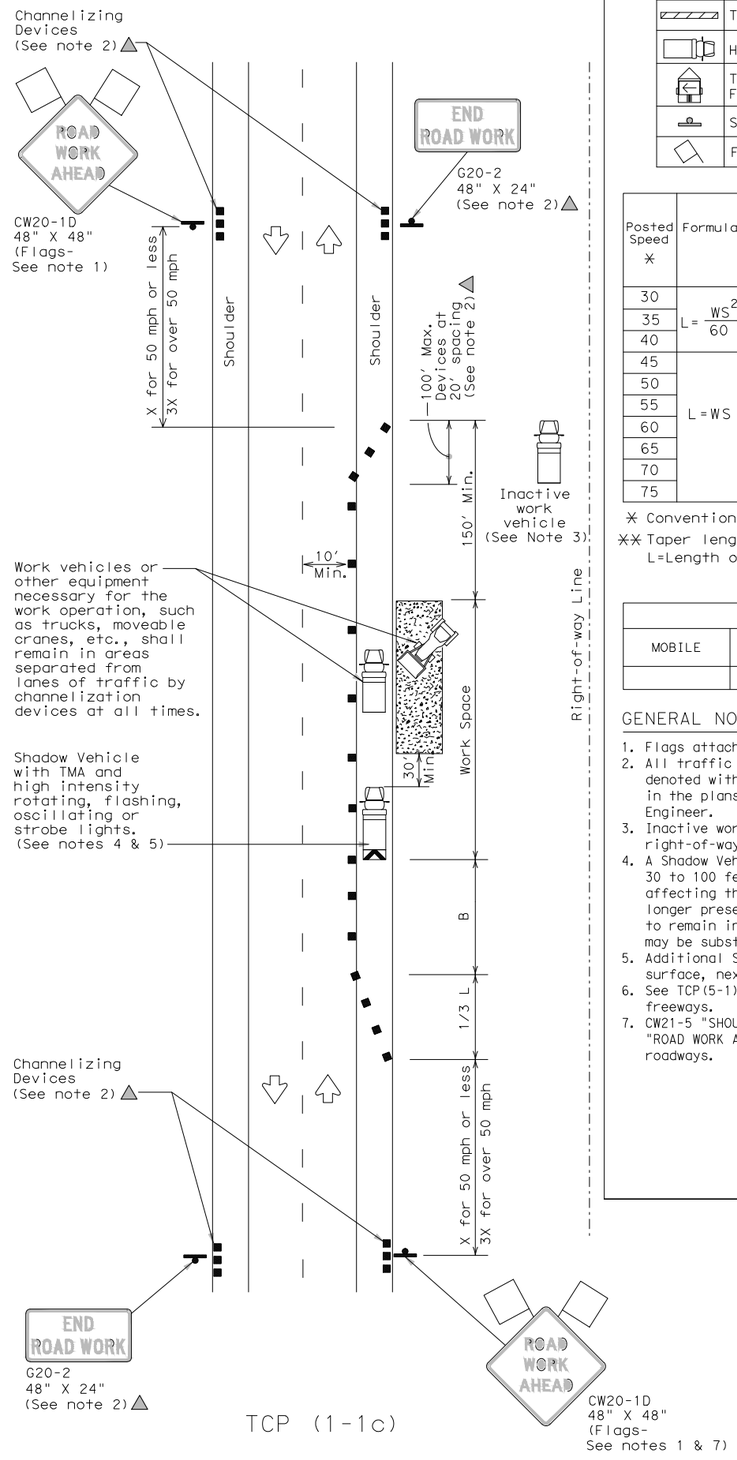
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.
151				

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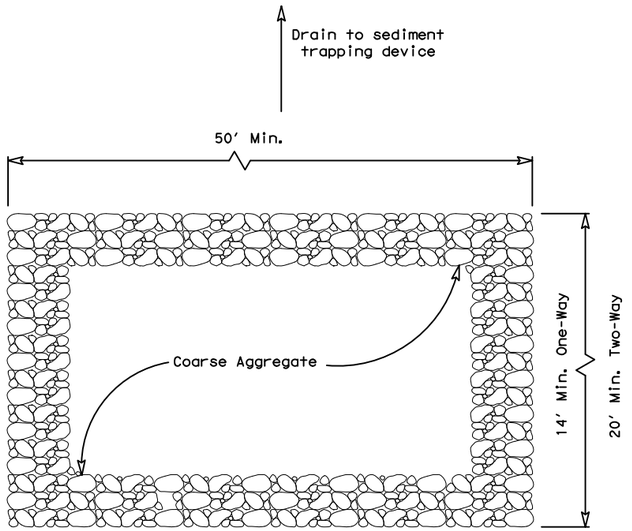
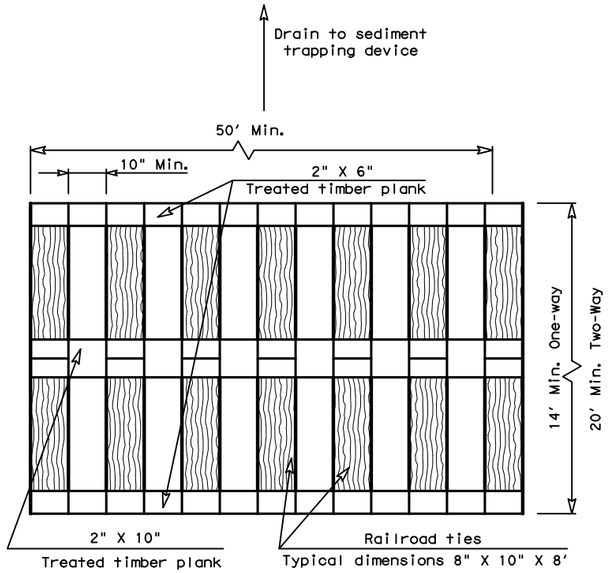
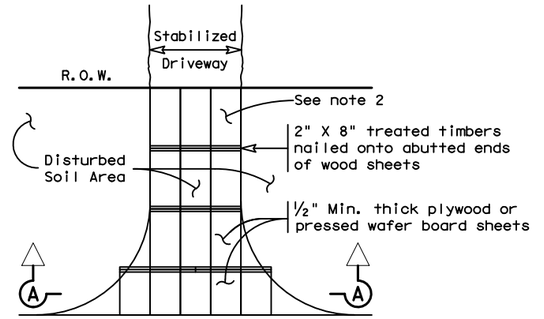


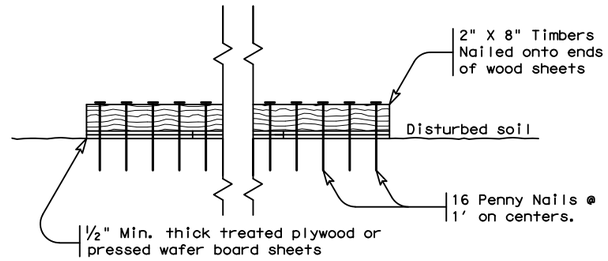
PLAN VIEW



PLAN VIEW



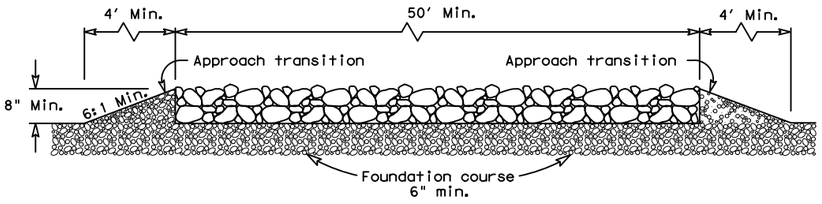
PLAN VIEW



SECTION A-A

CONSTRUCTION EXIT (TYPE 3)

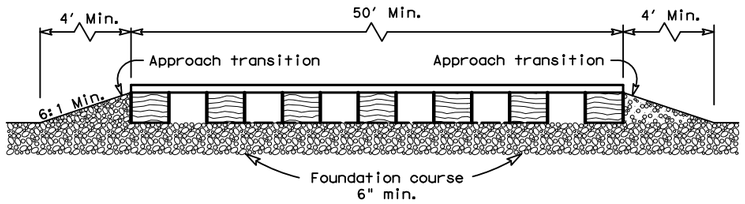
SHORT TERM



ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 1)

ROCK CONSTRUCTION (LONG TERM)



ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 2)

TIMBER CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 1)

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50′.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materialas approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 2)

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50′.
2. The treated timber planks shall be attached to the railroad ties with ½"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 3)

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

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Texas Department of Transportation

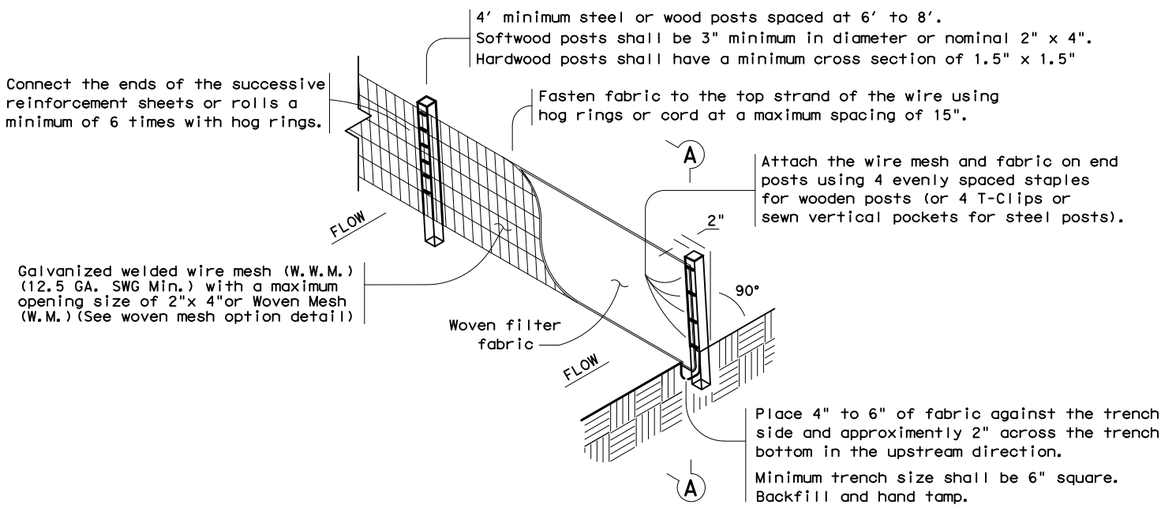
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

EC(3)-16

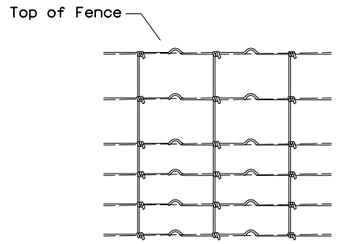
FILE: ec316	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS	C	S	J	HWY
	DIST	COUNTY		SHEET NO.
	DST	CTY		$EC(3)-16$

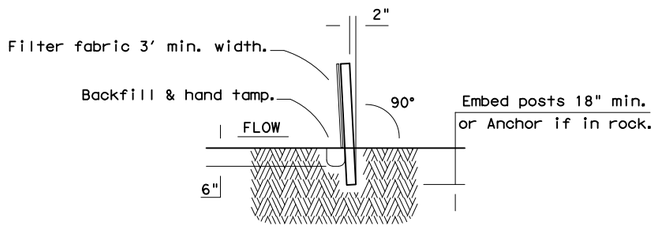
DATE: $DATE$
FILE: $FILE$



TEMPORARY SEDIMENT CONTROL FENCE

SCF





SECTION A-A

HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA.SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT^2. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

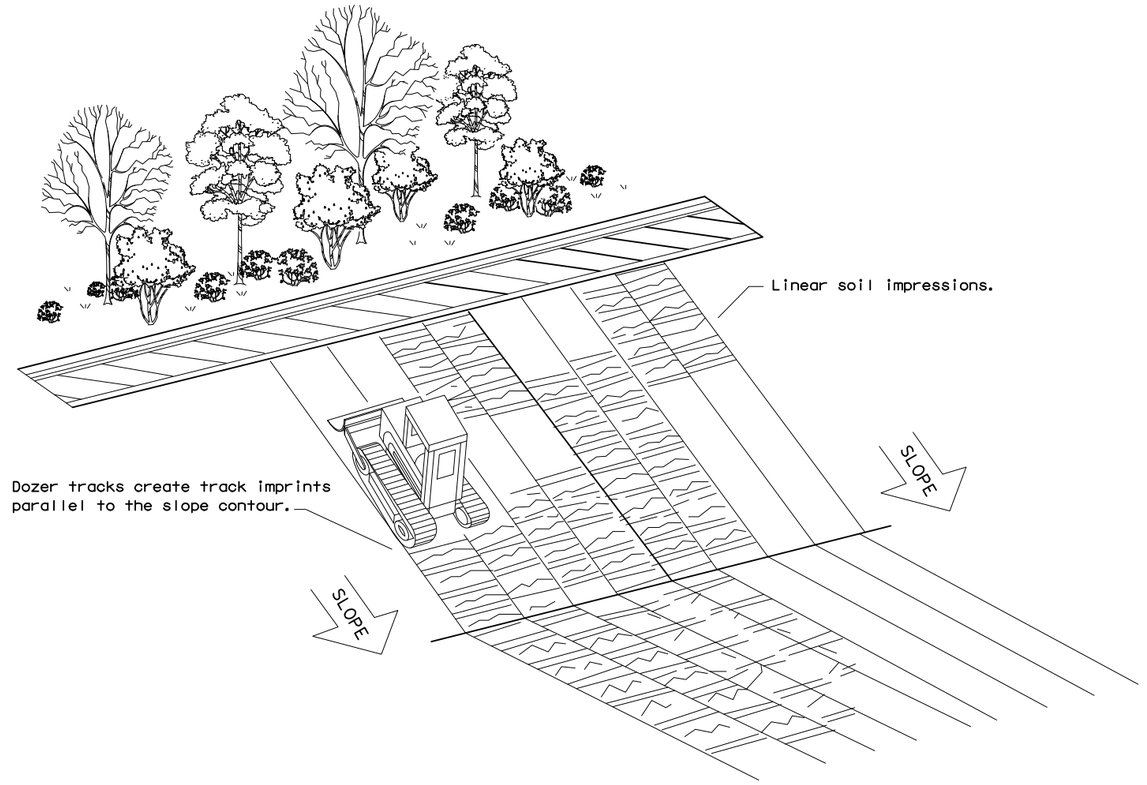
LEGEND

Sediment Control Fence

SCF

GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & VERTICAL TRACKING

EC(1)-16

FILE: ec116	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS	DIST	COUNTY		SHEET NO.

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DATE
FILE

HALFF

WORK ORDER

FINAL DELIVERABLES

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9/27/2024

LA COMA
BOOSTER PUMP STATION
FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS

CITY OFFICIALS:

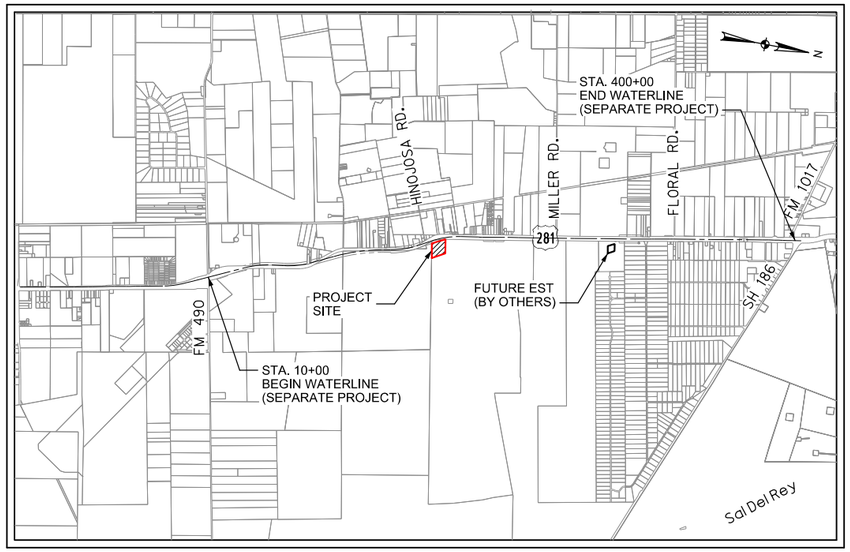
RAMIRO GARZA JR.	*MAYOR*
DAVID WHITE	*MAYOR PRO TEM*
MYRA L. AYALA	*CITY MANAGER*
DANIEL "DAN" DIAZ	*COUNCILMEMBER PLACE 1*
JASON DE LEON	*COUNCILMEMBER PLACE 2*
JOHNNY GARCIA	*COUNCILMEMBER PLACE 3*

OWNER

CITY OF EDINBURG
GERARDO CARMONA JR., PE
DIRECTOR OF UTILITIES
415 WEST UNIVERSITY DRIVE
EDINBURG, TX 78541

ENGINEER

HALFF ASSOCIATES, INC.
5000 WEST MILITARY HWY, ST. 100
McALLEN, TX 78503
TEL: (956) 664-0286
TBPELS FIRM #F-312



LOCATION MAP
NOT TO SCALE

THE CITY OF Edinburg
415 W UNIVERSITY DRIVE
EDINBURG, TX 78539

Texas 811

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
TBPELS FIRM #F-312

STATE OF TEXAS
ANDREW A. SALINAS
128943
LICENSED
PROFESSIONAL ENGINEER
9-27-24

AVO: 43806.001 DATE: SEPTEMBER 2024

SHEET INDEX

	SHEET #	SHEET NAME
		COVER SHEET
	C0.1	GENERAL NOTES
1	C0.2	SUMMARY OF QUANTITIES
1	C0.3	OVERALL SITE MAP
	C1.0	DEMOLITION PLAN
1	C2.0	DIMENSIONAL CONTROL PLAN
	C3.0	GRADING PLAN
1	C3.1	MASTER GRADING PLAN
1	C4.0	DRAINAGE ARE MAP
1	C5.0	YARD PIPING PLAN
	C5.1 - C5.4	YARD PIPING DETAIL
1	C6.0	EROSION CONTROL PLAN
	C6.1	EROSION CONTROL DETAILS
	C7.0 - C7-2	MISCELLANEOUS DETAILS
	S0.1	GENERAL NOTES
	S0.2	SPECIAL INSPECTIONS
	S1.1	MECHANICAL BUILDING FOUNDATION PLAN & DETAILS
	S1.2	PUMP CANOPY FOUNDATION PLAN
	S2.1	PUMP CANOPY FOUNDATION DETAILS
	E0.1	ELECTRICAL GENERAL NOTES AND LEGENDS
	E1.1	ELECTRICAL SITE PLAN
	E2.1	ELECTRICAL LIGHTING PLAN
	E3.1	ELECTRICAL POWER PLAN
	E3.2	ELECTRICAL CONTROL PLAN
	E3.3	ELECTRICAL ENLARGEMENT PLANS
	E3.4	ELECTRICAL GROUNDING & LIGHTING PROTECTION PLAN
	E4.1	ELECTRICAL ONE LINE DIAGRAM
	E4.2	ELECTRICAL SCHEDULES I
	E4.3	ELECTRICAL SCHEDULES II
	E5.1	E ELECTRICAL DETAILS I
	E5.2	ELECTRICAL DETAILS II
	E5.3	ELECTRICAL DETAILS III
	E5.4	ELECTRICAL DETAILS IV
	E5.5	ELECTRICAL DETAILS V
	M1.0	MECHANICAL OVERALL PLAN
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	T1.0	TANK PLANS AND SECTION
	T2.0	ROOF, WALL AND FOOTING
	T3.0	TANK PIPING
	T4.0	TANK LADDERS AND HATCHES
	T5.0	MISCELLANEOUS APPURTENANCES

REVISION TABLE

NO.	DESCRIPTION	DATE
1	REMOVED FUTURE IMPROVEMENTS, AND PROVIDE	9-27-24
	SUMMARY OF QUANTITIES AND OVERALL SITE MAP SHEETS	

GENERAL CONSTRUCTION NOTES:

1) ALL IMPROVEMENTS TO BE IN ACCORDANCE WITH CITY OF EDINBURG CODES.

2) CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION.

3) CONTRACTOR TO PLAN AND PERFORM HIS WORK IN A MANNER THAT WILL PERMIT SAFE PUBLIC TRAFFIC MOVEMENT ON ALL STREETS.

4) TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION TO BE IN ACCORDANCE WITH SPECIFICATIONS AND AS REQUIRED BY HIDALGO COUNTY AND THE TEXAS DEPARTMENT OF TRANSPORTATION (NO SEPARATE PAY).

5) CONTRACTOR SHALL PROVIDE PROTECTIVE DEVICES SUCH AS SIGNS, LIGHTS, AND SIGNALS FOR THE SAFETY OF THE PUBLIC AND WORKERS, AS REQUIRED. (NO SEPARATE PAY)

6) CONTRACTOR TO BE RESPONSIBLE FOR PROTECTION AND/OR SAFETY OF THE WORK SITE, WORKERS, SUBCONTRACTORS, MATERIALS AND/OR EQUIPMENT.

7) CONSTRUCTION STAKING SHALL BE PROVIDED BY THE CONTRACTOR AND AT CONTRACTOR'S EXPENSE. ALL DIMENSIONS ARE TO FACE OF CURBS UNLESS SHOWN OTHERWISE.

8) MATERIAL TESTING SHALL BE PROVIDED BY THE OWNER. RE-TEST TO BE AT CONTRACTOR'S EXPENSE.

9) CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN (IF REQUIRED), FOR APPROVAL BY THE CITY ENGINEERING OFFICE/TXDOT AREA OFFICE PRIOR TO CONSTRUCTION.

10) CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED AND AT CONTRACTOR'S EXPENSE.

11) ANY DAMAGE TO EXISTING PAVEMENT, DRAINAGE OR EXISTING STRUCTURES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITION AT CONTRACTOR'S EXPENSE.

12) "THESE PLANS, PREPARED BY HALFF ASSOCIATES, INC. DO NOT EXTEND TO OR INCLUDE DESIGN OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF HALFF ASSOCIATES, INC. REGISTERED PROFESSIONAL ENGINEER (S) HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED IN THESE PLANS. THE CONSTRUCTION CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING THE PLANS AND SPECIFICATIONS REQUIRED BY THE HOUSE BILLS 662 AND 665 ENACTED BY THE TEXAS LEGISLATURE IN THE 70TH LEGISLATURE REGULAR SESSION."

13) CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. NOTIFY TEXAS ONE CALL FOR UTILITY LOCATIONS PRIOR TO ANY & ALL EXCAVATIONS.

14) CONTRACTOR TO COORDINATE WITH THE CITY OF EDINBURG ON WORK SCHEDULES, TESTING, GENERAL INSPECTION, AND EXISTING LINES.

15) CONTRACTOR TO EXERCISE CAUTION WHEN WORKING NEAR EXISTING FACILITIES AND/OR UTILITIES. ALL DAMAGE TO BE REPAIRED AT CONTRACTOR'S EXPENSE. ALL COSTS FOR INTERRUPTION OF GAS, ELECTRICAL, COMMUNICATIONS AND/OR WATER SERVICE DUE TO CONTRACTOR'S WORK SHALL BE BORNE BY THE CONTRACTOR.

16) INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED AT NO SEPARATE PAY. CITY OF EDINBURG PERSONNEL WILL BE AVAILABLE FOR ASSISTANCE AND OPERATION OF VALVES AS REQUIRED. CONTRACTOR TO COORDINATE WITH OTHER UTILITIES COMPANIES,ELECTRICAL UTILITIES, GAS UTILITIES AND TELEPHONE UTILITIES.

17) ALL SPOIL MATERIAL AND DEBRIS SHALL BE DISPOSED OFFSITE BY CONTRACTOR IN A LEGAL MANNER. FURNISHING AND TRANSPORTATION OF ALL OFFSITE MATERIAL TO BE AT CONTRACTOR'S EXPENSE.

18) UPON COMPLETION OF CONSTRUCTION CONTRACTOR SHALL RETURN THE SITE TO ORIGINAL CONTOURS UNLESS DIFFERENT FINISHED ELEVATIONS ARE SHOWN ON PLANS. CONTRACTOR TO INSURE NO AREAS OF PONDING ARE PRESENT.

19) CONCRETE NOTES:
   A) ALL CONCRETE WORK TO BE FORMED, UNLESS OTHERWISE APPROVED.
   B) ALL CONCRETE TO BE 3000-PSI MINIMUM AT 28 DAYS, UNLESS OTHERWISE SHOWN. STRENGTH TO BE DETERMINED BY CYLINDER BREAK TEST.
   C) ALL REINFORCING STEEL TO BE ASTM A-615, GRADE 60, UNLESS OTHERWISE SHOWN.
   D) ALL EXPOSED CONCRETE WORK TO BE CHAMFERED.

20) CONTRACTOR TO INSURE SAME DAY ACCESS TO ALL RESIDENCES AND BUSINESSES ADJACENT TO CONSTRUCTION.

21) DEMOLITION, REMOVAL & DISPOSAL OF ALL EXCESS CONCRETE, CURBS, RUBBLE, ETC. TO BE DONE IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.

22) ALL TRAFFIC CONTROL / TRAFFIC SAFETY SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) CRITERIA.

STORM DRAINAGE LINE CONSTRUCTION NOTES:

1) CONTRACTOR TO PROVIDE POSITIVE OUTFLOW FOR DRAINAGE BASIN AT ALL TIMES. IN THE CASE OF A STORM EVENT, CAPACITY FOR STORM WATER RUNOFF SHALL BE PROVIDED ON SITE AS A TEMPORARY DETENTION FACILITY TO MINIMIZE ADJACENT LOCAL FLOODING.

2) CONTRACTOR SHALL PROVIDE A SEQUENCE OF WORK FOR STORM DRAINAGE TIE INS THAT PROVIDES POSITIVE OUTFLOW AT ALL TIMES.

3) CONTRACTOR TO FIELD VERIFY THE LOCATION OF EXISTING UTILITIES & FACILITIES PRIOR TO CONSTRUCTION.

4) ALL REINFORCED CONCRETE STORM PIPES SHALL BE CLASS III WITH RUBBER GASKET SEALED JOINTS, UNLESS OTHERWISE NOTED ON PLANS.

5) ALL PVC STORM PIPES SHALL HAVE WATERTIGHT JOINTS.

PAVING CONSTRUCTION NOTES:

1) SUBGRADE EXCAVATION AND RECOMPACTION TO BE INCLUDED IN PRICE BID PER SQUARE YARD FOR "LIME TREATED SUBGRADE."

2) CONTRACTOR SHALL "LAY DOWN" CURB SECTION AT DRIVEWAYS LOCATIONS SHOWN ON DRAWINGS. (NO SEPARATE PAY)

3) CONSTRUCTION JOINTS TO EXISTING PAVEMENT SHALL BE MADE BY EITHER CUTTING BACK EXISTING TO PRODUCE A SLIGHTLY BEVELED EDGE FOR THE FULL THICKNESS OF THE WEARING COURSE OR A SUITABLE LAP JOINT SHALL BE MADE. SAW CUTTING REQUIRED.

4) NO TRAFFIC SHALL BE ALLOWED ON THE FINISHED WEARING SURFACE UNTIL AT LEAST 12 HOURS AFTER COMPLETION OF ROLLING.

5) WHEN TYING INTO EXISTING CURB, EXPOSE REBAR AND FORM EXPANSION JOINT PER DETAIL.

6) ANY SETTLEMENT UNDER PAVEMENT DUE TO INADEQUATE COMPACTION OF UTILITY LINE BACKFILL SHALL BE CAUSE FOR RECOMPACTION OF TRENCH AND REPLACEMENT OF PAVEMENT SECTION AT CONTRACTOR'S EXPENSE.

UTILITY GENERAL NOTES:

1) CONTRACTOR TO CONTACT ALL UTILITY COMPANIES IN THE AREA FOR FIELD VERIFICATION OF EXISTING FACILITIES. UTILITY COMPANIES TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING :

CITY OF EDINBURG	(956) 388-8211
TEXAS ONE CALL	(800) 545-6005
811	(800) DIG-TESS
TEXAS GAS SERVICE	(800) 959-5325
SPECTRUM	(844) 777-3691
AT&T TEXAS	(800) 288-2020
AEP TEXAS	(877) 373-4858

2) CONTRACTOR TO EXPOSE ANY EXISTING UTILITY THAT MAY BE IN CONFLICT PRIOR TO START OF EXCAVATION.

3) ALL EXISTING UTILITIES SHOWN ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE ENGINEER NOR THE CITY TAKE RESPONSIBILITY FOR ACCURACY OF LOCATION.

4) CONTRACTOR SHALL AT ALL TIMES ALLOW ACCESS TO EXISTING DRIVEWAY OR PROVIDE/MAINTAIN ALTERNATIVE ALL-WEATHER ROUTES. (COORDINATE WITH OWNER AS REQUIRED)

5) ALL TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION. TRENCHES OR EXCAVATIONS MAY NOT BE LEFT OPEN OVERNIGHT.

6) ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

7) ALL CONSTRUCTION MATERIALS TESTING WILL BE COORDINATED THROUGH THE OWNER.

8) WORK REQUIRED TO BE INSPECTED BY THE CITY SHALL OCCUR DURING REGULAR WORKING HOURS, MONDAY THROUGH FRIDAY. NO WORK TO OCCUR DURING CITY HOLIDAYS, NON-WORKING HOURS, MONDAY THROUGH FRIDAY, AND WEEKENDS UNLESS APPROVED BY THE CITY. INSPECTION OVERTIME COSTS TO BE BORNE BY CONTRACTOR.

9) USE CLASS 'B' EMBEDMENT FOR UTILITY TRENCHES UNDER PAVEMENT.

10) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ALL EXCAVATED MATERIAL AND DEBRIS FROM THE SITE.

WATERLINE CONSTRUCTION NOTES:

1) ALL BELOW GROUND WATER LINES TO BE C-900 CLASS 150 PVC UNLESS OTHERWISE NOTED.

2) ALL ABOVE GROUND WATER LINES TO BE DUCTILE IRON CLASS 200 WITH FLANGED JOINTS ANSI CLASS 125.

3) DOUBLE CHECK VALVE WILL BE REQUIRED WHEN FILLING NEW WATERLINE FOR PRESSURE TESTING.

4) ALL WATER & WASTEWATER COLLECTION LINE CROSSING TO BE CONSTRUCTED IN ACCORDANCE WITH TCEQ REGULATION, CHAPTER 290 & 217.

5) CONTRACTOR TO FIELD LOCATE EXISTING METERS & PROPOSED SERVICE CONNECTION LOCATIONS PRIOR TO CONSTRUCTION OF MAIN.

6) CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING LINES TO BE TIED IN TO NEW MAIN PRIOR TO SETTING LOCATION OF TIE-IN TEE & VALVE ON MAIN.

7) WATERLINE MAINS TO BE HYDROSTATICALLY & BACTERIOLOGICALLY TESTED PER CITY OF EDINBURG REQUIREMENTS PRIOR TO TIE-INS. CITY OF EDINBURG APPROVAL OF TESTING IS REQUIRED.

8) CONTRACTOR TO STAMP CURB AND GUTTER WITH "W" AT LOCATION OF WATER SERVICE LINES FOR VACANT LOTS FOR FUTURE USE.

9) CONTRACTOR SHALL MAINTAIN AS MINIMUMS 10 FEET HORIZONTAL AND 2 FEET VERTICAL SEPARATION BETWEEN WATER LINES AND ANY OTHER SEWER.

10) NO WATER JETTING ALLOWED, MECHANICAL COMPACTION REQUIRED.

11) CONTRACTOR SHALL MAINTAIN A MINIMUM OF 3.0 FEET OF COVER ON ALL WATER LINES.

12) FITTINGS TO BE USED ON DEFLECTIONS AS NEEDED.

13) CONTRACTOR IS RESPONSIBLE FOR INSTALLING VALVES, FITTINGS, AND ALL INCIDENTALS AS NEEDED FOR A COMPLETE IN PLACE SYSTEM AND SHALL BE SUBSIDIARY TO PIPE INSTALLATION.

STATE OF TEXAS
ANDREW A. SALINAS
128943
LICENSED
PROFESSIONAL ENGINEER
2-20-24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
TBPELS FIRM #F-312

LA COMA
BOOSTER PUMP STATION
FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS

GENERAL NOTES

Project No.: 43806.001	Issued: 2-20-24
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Checked By: A.S.	Sheet Number
Scale: AS SHOWN	

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SITE IMPROVEMENTS									
PLAN SHEET NO.	CLEARING & GRUBBING	REMOVE FENCE	CONCRETE PAVEMENT 7"	CALICHE BASE 6"	CONCRETE PAD 4"	CONCRETE SIDEWALK 4"	CONCRETE FLUME	REMOVABLE BOLLARD 6"	SECURITY PIPE GATE (RND)
	AC	LF	SY	SY	SY	SY	EA	EA	EA
C1.0	0.55	160							
C2.0			455	500	23	30	2	4	1
TOTAL:	**0.55**	**160**	**455**	**500**	**23**	**30**	**2**	**4**	**1**

DRAINAGE									
PLAN SHEET NO.	24" RCP CULVERT (CL III)	CONCRETE SAFETY END TREATMENT	SWALE INLET ASSEMBLY w/ CONC.	8" PVC C900 SDR35	CONCRETE RIP-RAP 5"	ROCK RIP-RAP (NO.2) w/ SPLASH PAD	EARTHWORK EXCAVATE	EARTHWORK EMBANKMENT	EROSION CONTROL
	LF	EA	EA	LF	SY	EA	CY	CY	LF
C1.0						1			
C3.0	70	2	1	15	10		100	960	650
TOTAL:	**70**	**2**	**1**	**15**	**10**	**1**	**100**	**960**	**650**

UTILITY										
PLAN SHEET NO.	8" PVC C900 DR18 w/ FITTINGS	12" PVC C900 DR18 w/ FITTINGS	CUT & INSTALL 8"x 8" TEE	CUT & INSTALL 8"x 12" TEE	CUT & INSTALL FIRE HYDRANT ASSEMBLY	8" AUTOMATED GATE VALVE & BOX ASSEMBLY	12" AUTOMATED GATE VALVE & BOX ASSEMBLY	1" TAP w/ 3/4" SERVICE SPIGOT	1-3/4" WATER SERVICE PVC (SCH40) w/ FITTINGS	STORAGE TANK 141,000 GALLON
	LF	LF	EA	EA	EA	EA	EA	EA	EA	EA
C5.0	55	76	1	1	1	1	1	2	1	1
TOTAL:	**55**	**76**	**1**	**1**	**1**	**1**	**1**	**2**	**1**	**1**

MECHANICAL														
PLAN SHEET NO.	TEES & FITTINGS	PENTAIR PUMP MODEL 2" 2873A (OR APPROVED EQUAL)	8" ROSEMOUNT 8750W MAGNETIC FLOWMETER SYSTEM	6" GATE VALVE FLG x FLG	8" GATE VALVE FLG x FLG	8" GATE VALVE MJ x MJ	1/4 TURN BALL VALVE	2" AIR PRESSURE RELEASE VALVE	6" RUBBER CHECK VALVE FLG x FLG	2 1/2" GATE VALVE	2 1/2" PRESSURE RELIEF & SURGE ANTICIPATOR VALVE	1/2" SAMPLE TAP W/ ISOLATION VALVE THRED-O-LET	3/4" HOSE BIBB	8" ALTITUDE VALVE W/ PILOT SYSTEM
	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
C5.1	38	1	2	4			2	2	2	1	1	4	1	
C5.3	20				4							1	1	1
C5.4	3					1								
TOTAL:	**61**	**1**	**2**	**4**	**4**	**1**	**2**	**2**	**2**	**1**	**1**	**5**	**2**	**1**

NO.	DESCRIPTION	DATE
1	PROVIDE SUMMARY OF QUANTITIES SHEET	9-27-24

STATE OF TEXAS
ANDREW A. SALINAS
128943
LICENSED
PROFESSIONAL ENGINEER
10-11-24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
TBPELS FIRM #F-312

LA COMA
BOOSTER PUMP STATION
FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS

SUMMARY OF QUANTITIES

Project No.: 43806.001	Issued: 10-11-24
Drawn By: J.A.	C0.2
Checked By: A.S.	Sheet Number
Scale: AS SHOWN	

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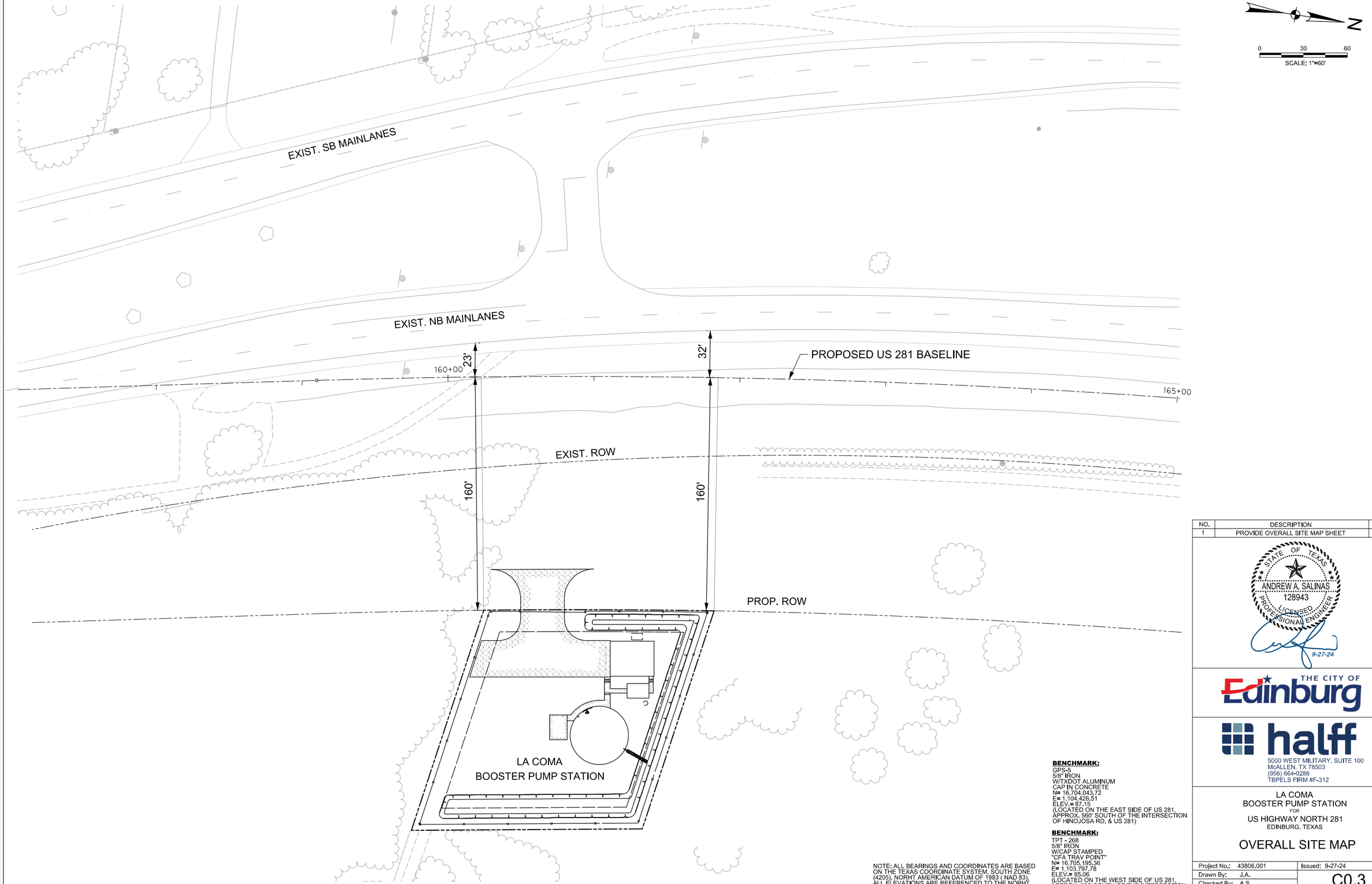

BENCHMARK:
GPS-5
5/8" IRON
W/TXDOT ALUMINUM
CAP IN CONCRETE
N= 16,704,043.72
E= 1,104,426.51
ELEV.= 87.15
(LOCATED ON THE EAST SIDE OF US 281, APPROX. 560' SOUTH OF THE INTERSECTION OF HINOJOSA RD. & US 281)

BENCHMARK:
TPT - 268
5/8" IRON
W/CAP STAMPED
"CFA TRAV POINT"
N= 16,705,195.36
E= 1,103,797.78
ELEV.= 85.06
(LOCATED ON THE WEST SIDE OF US 281, APPROX. 688' SOUTH OF THE INTERSECTION OF HINOJOSA RD. & US 281)

NOTE: ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH ZONE (4205), NORHT AMERICAN DATUM OF 1983 (NAD 83). ALL ELEVATIONS ARE REFERENCED TO THE NORHT AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

NO.	DESCRIPTION	DATE
1	PROVIDE OVERALL SITE MAP SHEET	9-27-24

STATE OF TEXAS
ANDREW A. SALINAS
128943
LICENSED
PROFESSIONAL ENGINEER
9-27-24

THE CITY OF Edinburg

halff
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McALLEN, TX 78503
(956) 664-0286
TBPELS FIRM #F-312

LA COMA
BOOSTER PUMP STATION
FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS

OVERALL SITE MAP

Project No.: 43806.001	Issued: 9-27-24
Drawn By: J.A.	C0.3
Checked By: A.S.	Sheet Number
Scale: AS SHOWN	

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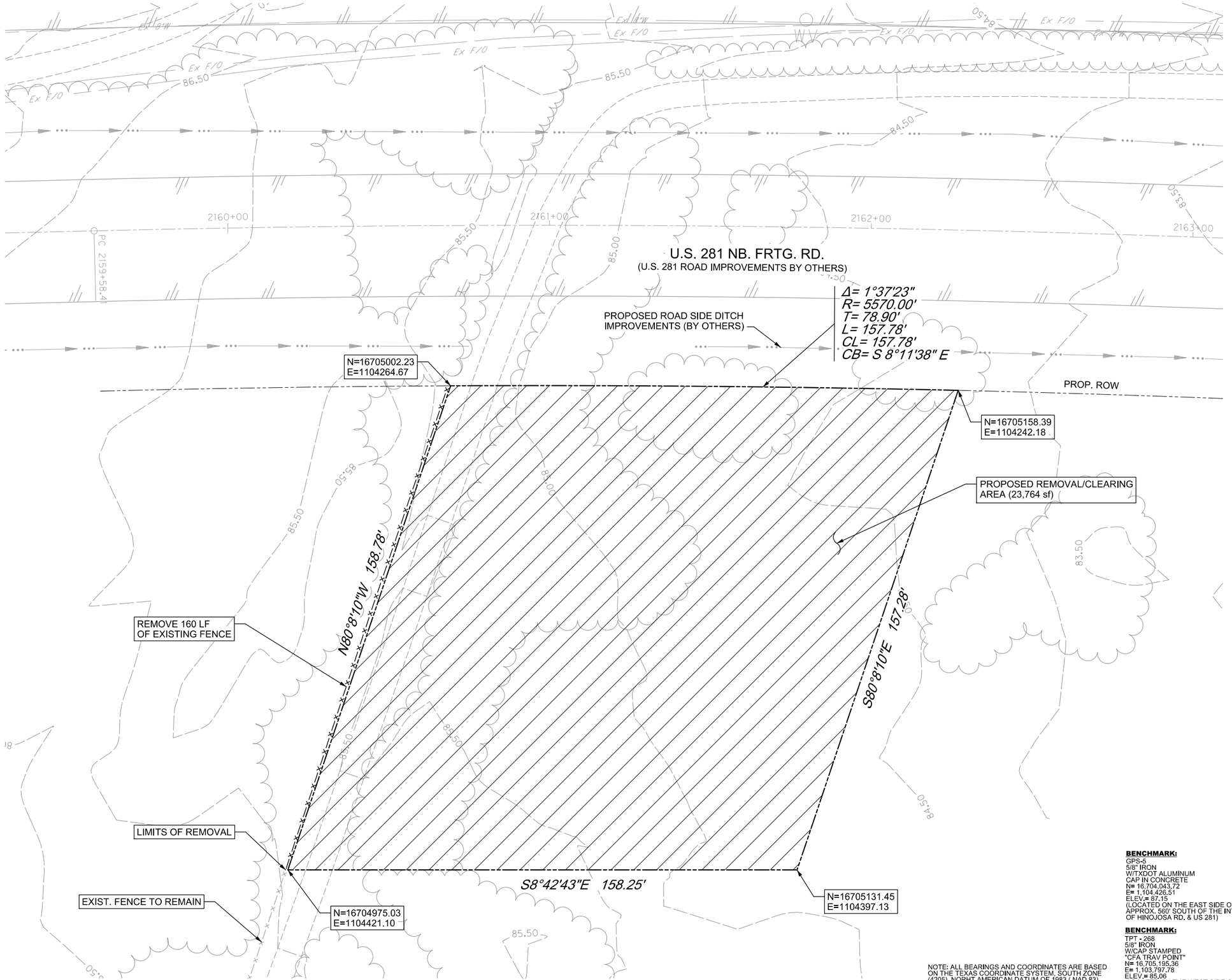
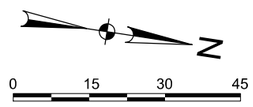
2/20/2024





NOTE:

1. ALL MATERIAL TO BE REMOVED SHALL BE DISPOSED IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.
2. TREES IN R.O.W. TO BE REMOVED BY OTHERS.

LEGEND

EXISTING

- FENCE
- ASPHALT PAVEMENT
- 100.00 MAJOR CONTOUR
- 100.50 MINOR CONTOUR
- TREE LINE
- PROPERTY LINE

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STATE OF TEXAS
ANDREW A. SALINAS
128943
LICENSED
PROFESSIONAL ENGINEER
2-20-24

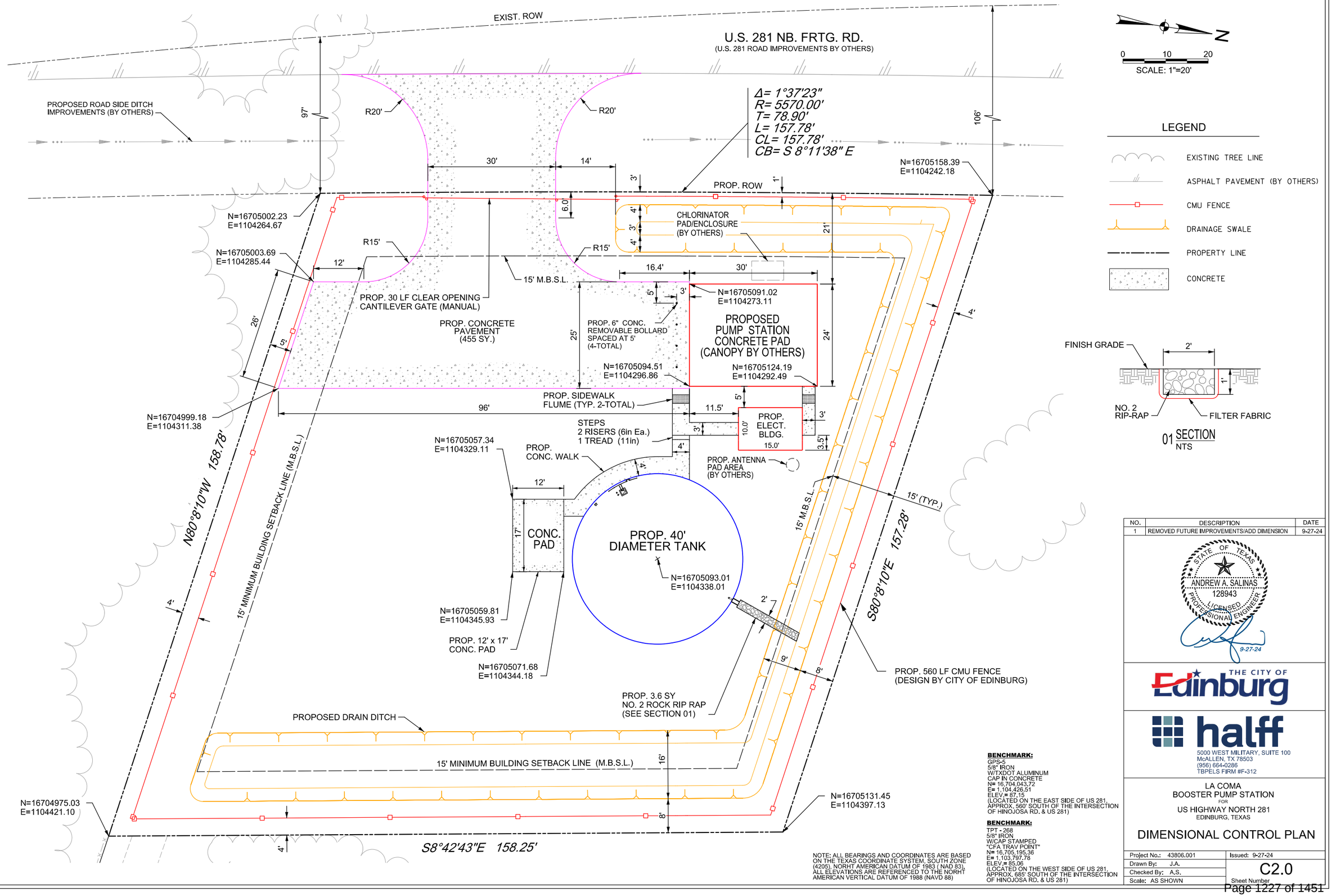
THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
TBPELS FIRM #F-312

LA COMA
BOOSTER PUMP STATION
FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS

DEMOLITION PLAN

Project No.: 43806.001	Issued: 2-20-24
Drawn By: J.A.	C1.0
Checked By: A.S.	Sheet Number
Scale: AS SHOWN	



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(LOCATED ON THE WEST SIDE OF US 281, APPROX. 685' SOUTH OF THE INTERSECTION OF HINOJOSA RD. & US 281)

NO.	DESCRIPTION	DATE
1	REMOVED FUTURE IMPROVEMENTS/ADD DIMENSION	9-27-24

STATE OF TEXAS
ANDREW A. SALINAS
128943
LICENSED PROFESSIONAL ENGINEER
9-27-24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
TBPELS FIRM #F-312

LA COMA
BOOSTER PUMP STATION
FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS

DIMENSIONAL CONTROL PLAN

Project No.: 43806.001	Issued: 9-27-24
Drawn By: J.A.	C2.0
Checked By: A.S.	Sheet Number
Scale: AS SHOWN	

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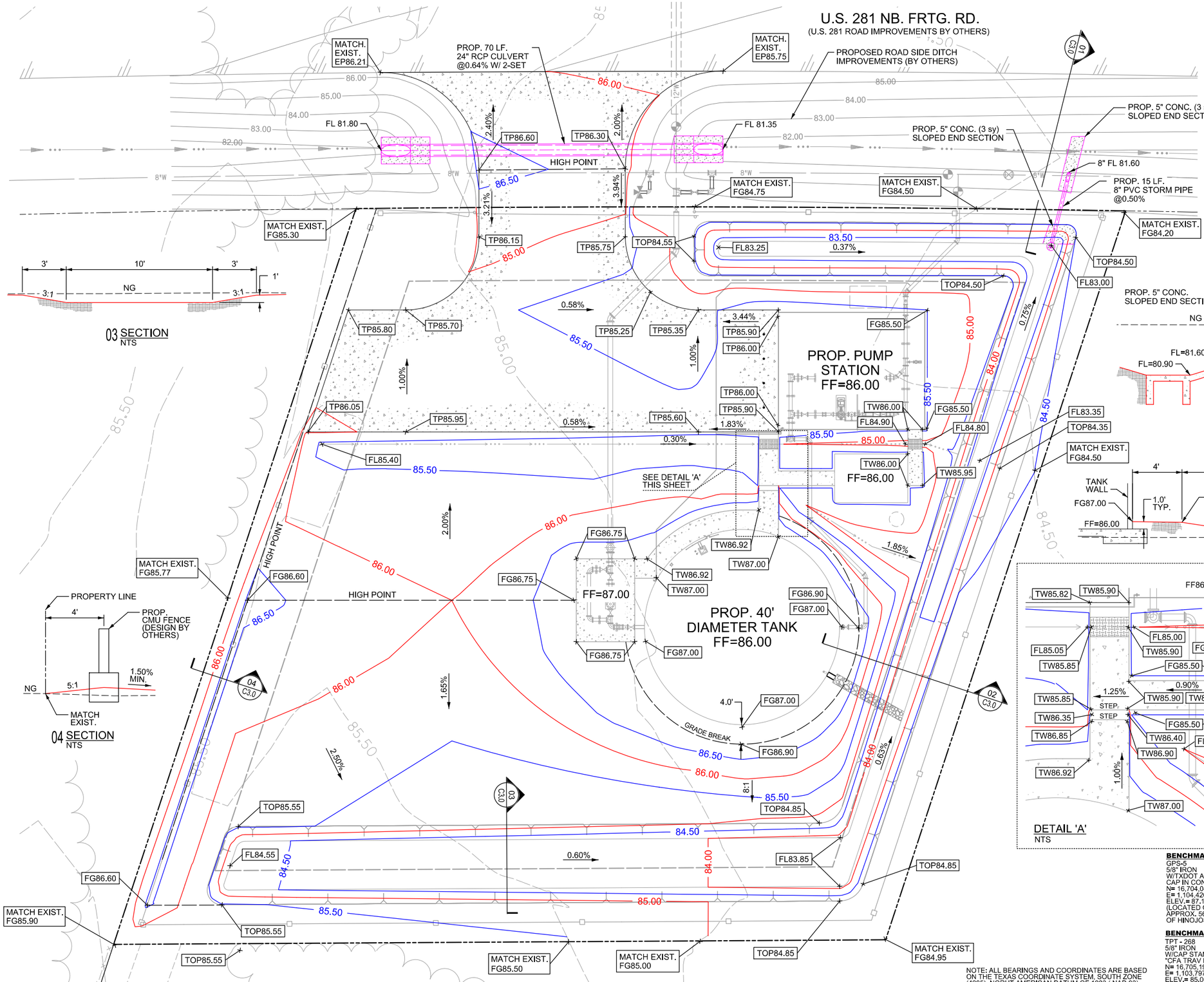
U.S. 281 NB. FRTG. RD.

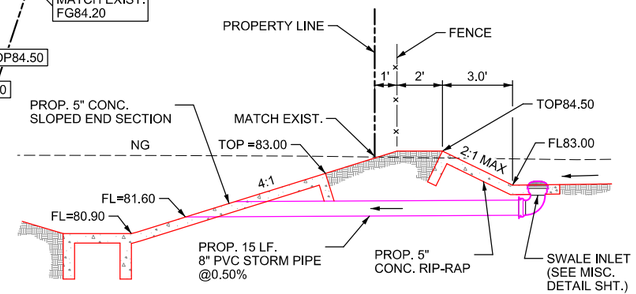
(U.S. 281 ROAD IMPROVEMENTS BY OTHERS)



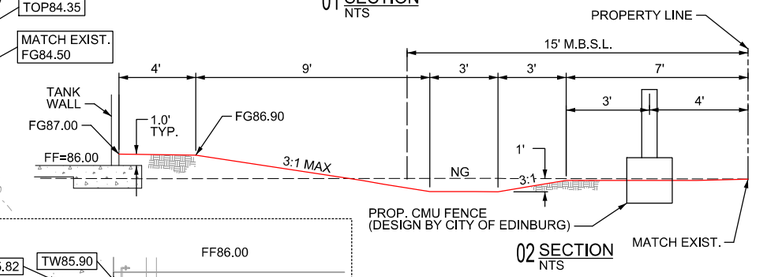
03 SECTION
NTS

04 SECTION
NTS

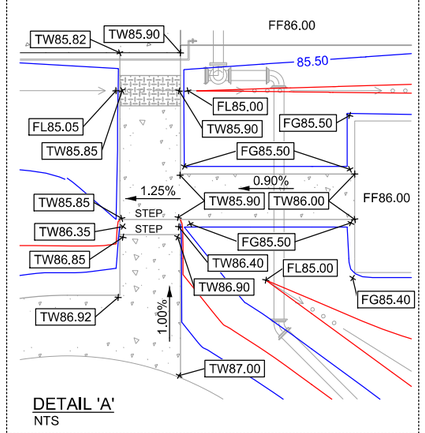
01 SECTION
NTS



02 SECTION
NTS



DETAIL 'A'
NTS



0 10 20
SCALE: 1"=20'

LEGEND

TP85.75	TOP OF PAVEMENT	85.00	EXIST. CONTOUR
EP85.75	EDGE OF PAVEMENT	85.00	PROP. MAJOR CONTOUR
FG85.75	FINISHED GRADE	84.50	PROP. MINOR CONTOUR
FL85.75	FLOW LINE		
TOP85.75	TOP OF BANK		
TW85.75	TOP OF WALK		

BENCHMARK:
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5/8" IRON
W/CAP STAMPED
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(LOCATED ON THE WEST SIDE OF US 281, APPROX. 685' SOUTH OF THE INTERSECTION OF HINOJOSA RD. & US 281)

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STATE OF TEXAS
ANDREW A. SALINAS
128943
LICENSED PROFESSIONAL ENGINEER
2-20-24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
TBPELS FIRM #F-312

LA COMA
BOOSTER PUMP STATION
FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS

GRADING PLAN

Project No.: 43806.001	Issued: 2-20-24
Drawn By: J.A.	C3.0
Checked By: A.S.	Sheet Number
Scale: AS SHOWN	

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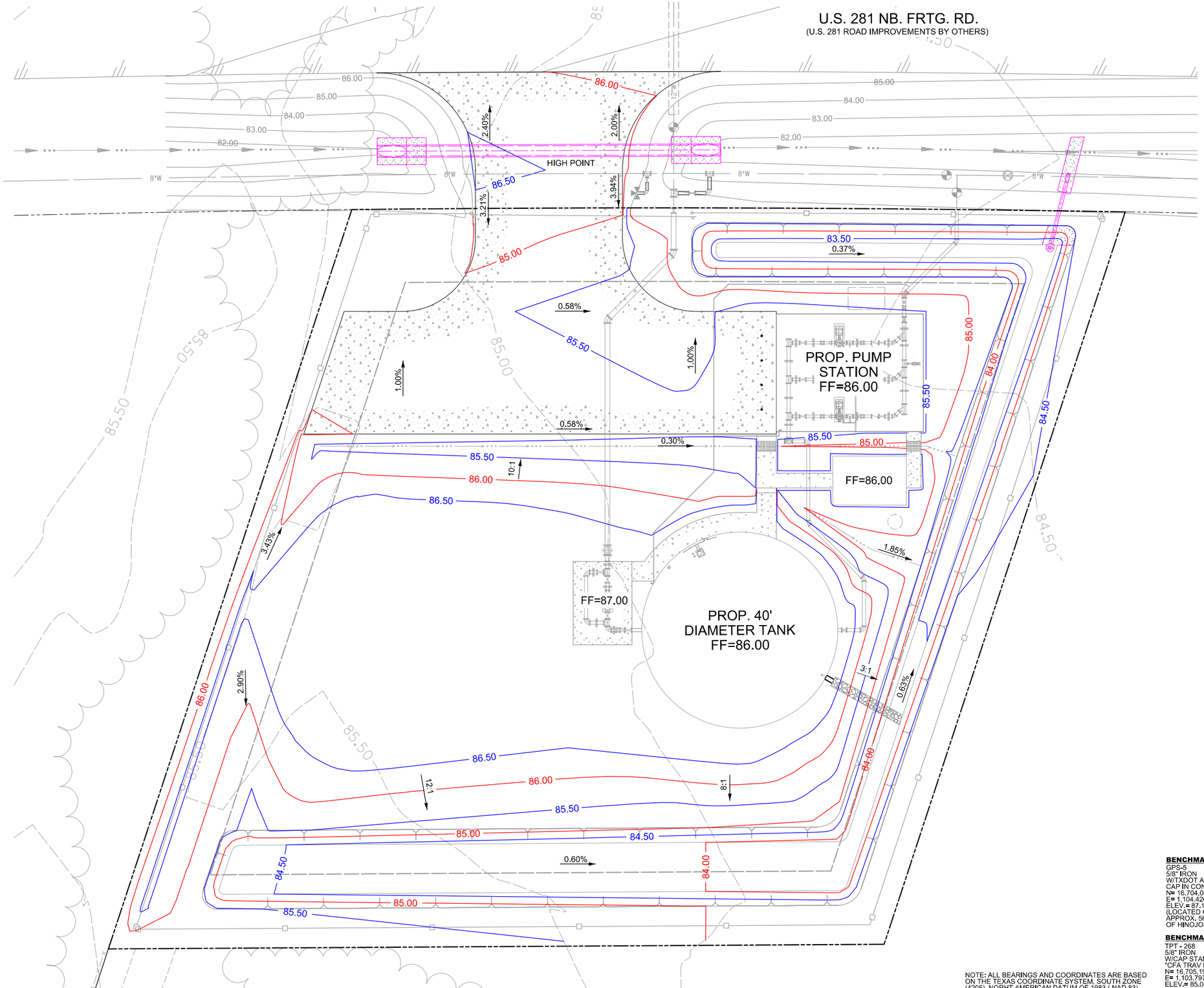

0 10 20
SCALE: 1"=20'

LEGEND

- 85.00 — EXIST. CONTOUR
- 85.00 — PROP. MAJOR CONTOUR
- 84.50 — PROP. MINOR CONTOUR

NOTE:
MASTER GRADING PLAN SHOWN FOR PLANNING PURPOSES ONLY.

BENCHMARK:
GPS-5
5/8" IRON
W/TXDOT ALUMINUM
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N= 16,704,043.72
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NO.	DESCRIPTION	DATE
1	REMOVED FUTURE IMPROVEMENTS	9-24-27

STATE OF TEXAS
ANDREW A. SALINAS
128943
LICENSED PROFESSIONAL ENGINEER
9-27-24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
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(956) 664-0286
TBPELS FIRM #F-312

LA COMA
BOOSTER PUMP STATION
FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS

MASTER GRADING PLAN

Project No.: 43806.001	Issued: 9-27-24
Drawn By: J.A.	C3.1
Checked By: A.S.	Sheet Number
Scale: AS SHOWN	

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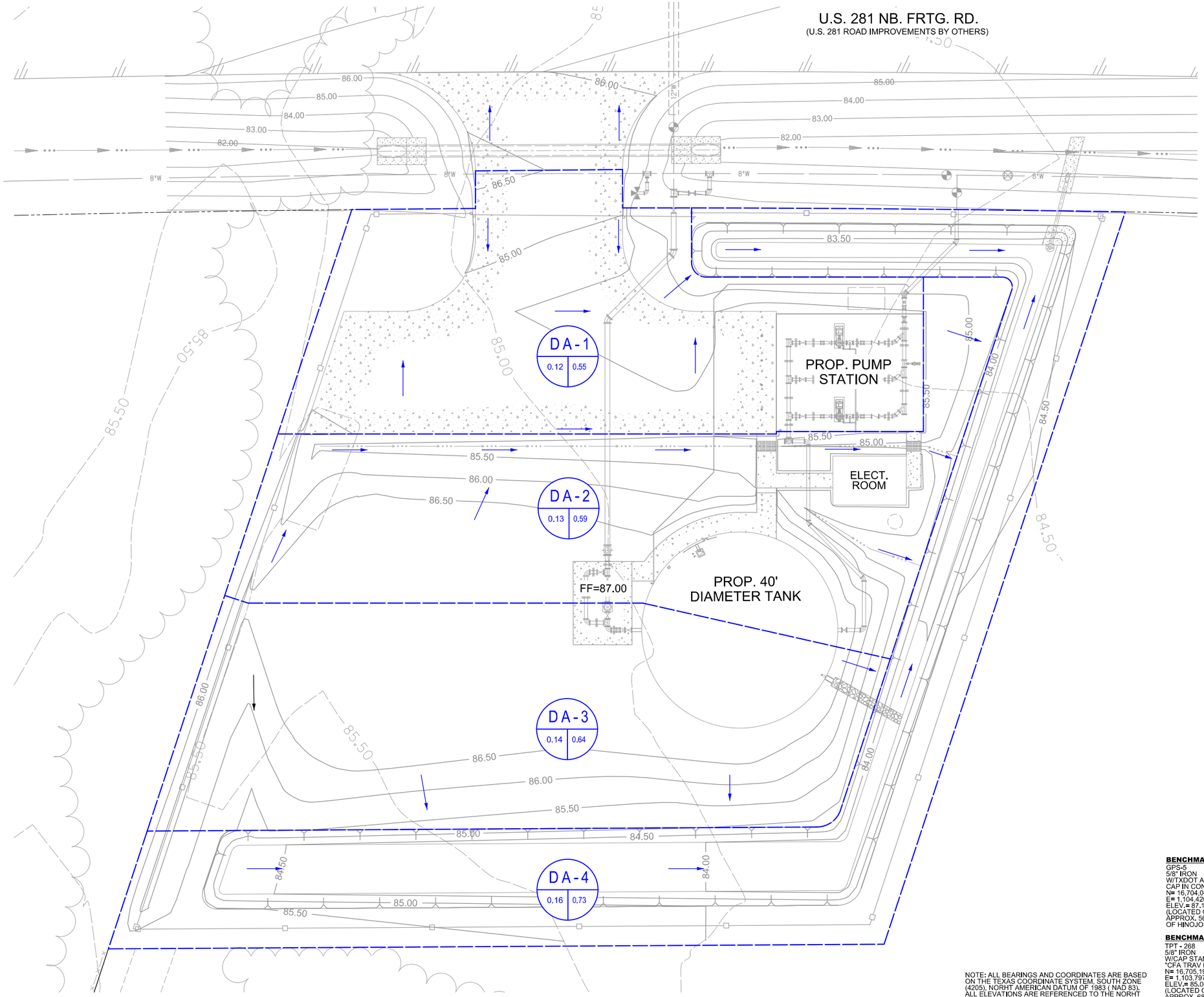

N

0 10 20

SCALE: 1"=20'

LEGEND

- DRAINAGE FLOW ARROW
- DRAINAGE AREA BOUNDARY
- DRAINAGE AREA IDENTIFICATION
- AREA IN ACRES
- 10-YEAR FLOW 'Q' (CFS)

X
X.XX | X.XX

Q = CIA
C = 0.50
Tc = 10 min.
I = 9.10 In/hr

BENCHMARK:
GPS-5
5/8" IRON
W/TXDOT ALUMINUM
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1	REMOVED FUTURE IMPROVEMENTS	9-27-24

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LA COMA
BOOSTER PUMP STATION
FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS

DRAINAGE AREA MAP

Project No.: 43806.001	Issued: 9-27-24
Drawn By: J.A.	C4.0
Checked By: A.S.	Sheet Number
Scale: AS SHOWN	

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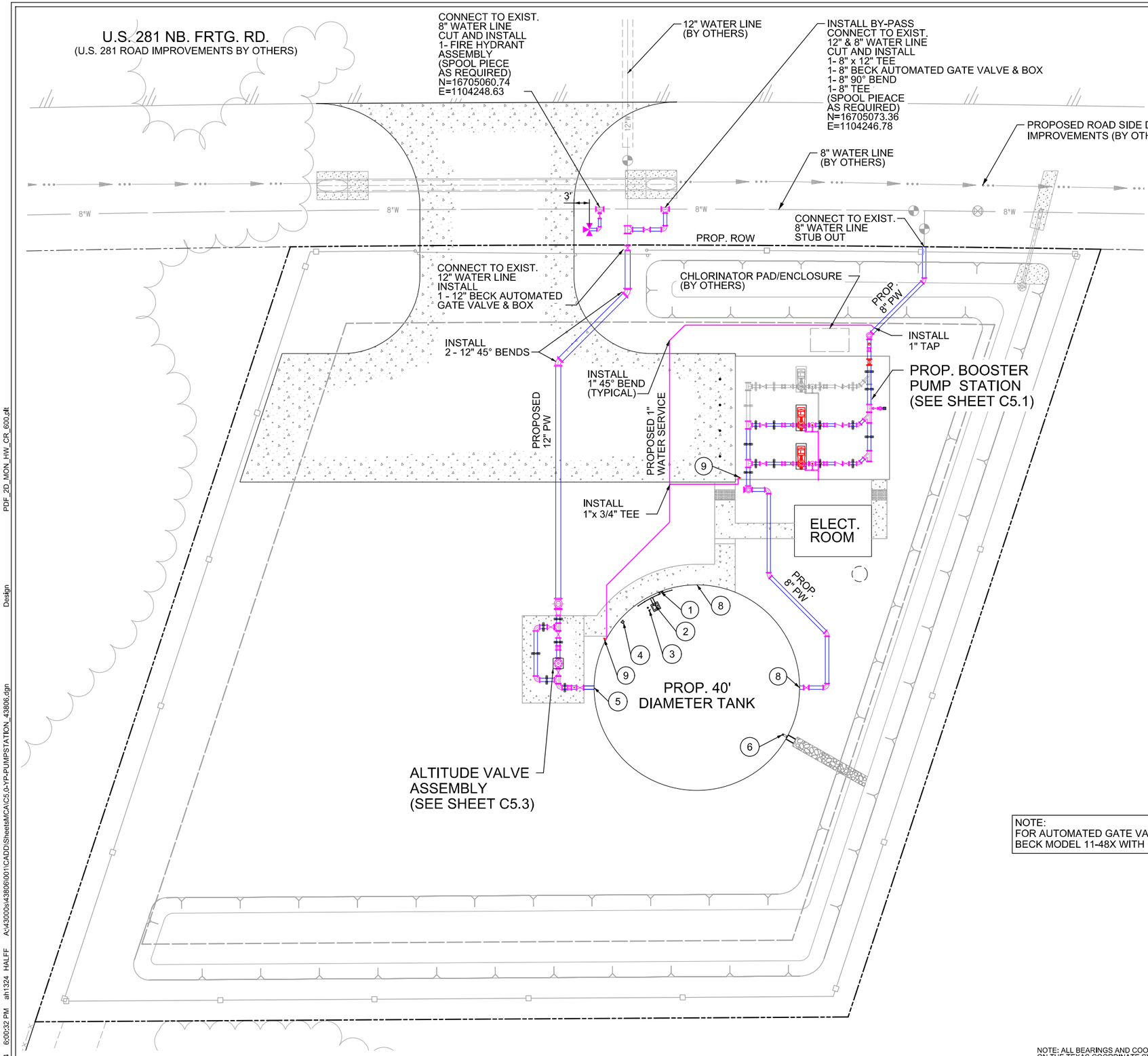

N

0 10 20

SCALE: 1"=20'

TANK SCHEDULE			
ID	DESCRIPTION	NORTHING	EASTING
1	EXTERIOR LADDER	N=16705093.89	E=1104318.21
2	INTERIOR LADDER/ACCESS HATCH	N=16705093.08	E=1104320.84
3	3 - 6in DOME SLEEVES	N=16705092.12	E=1104321.96
4	WALL MANWAY & LADDER	N=16705087.37	E=1104325.23
5	INLET PIPE	N=16705083.67	E=1104338.37
6	OVERFLOW PIPE w/ SPLASH BLOCK	N=16705111.77	E=1104344.95
7	OMITTED	–	–
8	OULET PIPE	N=16705112.80	E=1104335.10
9	3/4" HOSE BIBB	–	–

NOTE:
FOR AUTOMATED GATE VALVE ASSEMBLIES,THE ACTUATOR TO BE BECK MODEL 11-48X WITH GEARBOX (FOR THREADED/RISING VALVE).

BENCHMARK:
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LA COMA
BOOSTER PUMP STATION
FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS

YARD PIPING PLAN

Project No.: 43806.001	Issued: 9-27-24
Drawn By: J.A.	C5.0
Checked By: A.S.	Sheet Number
Scale: AS SHOWN	

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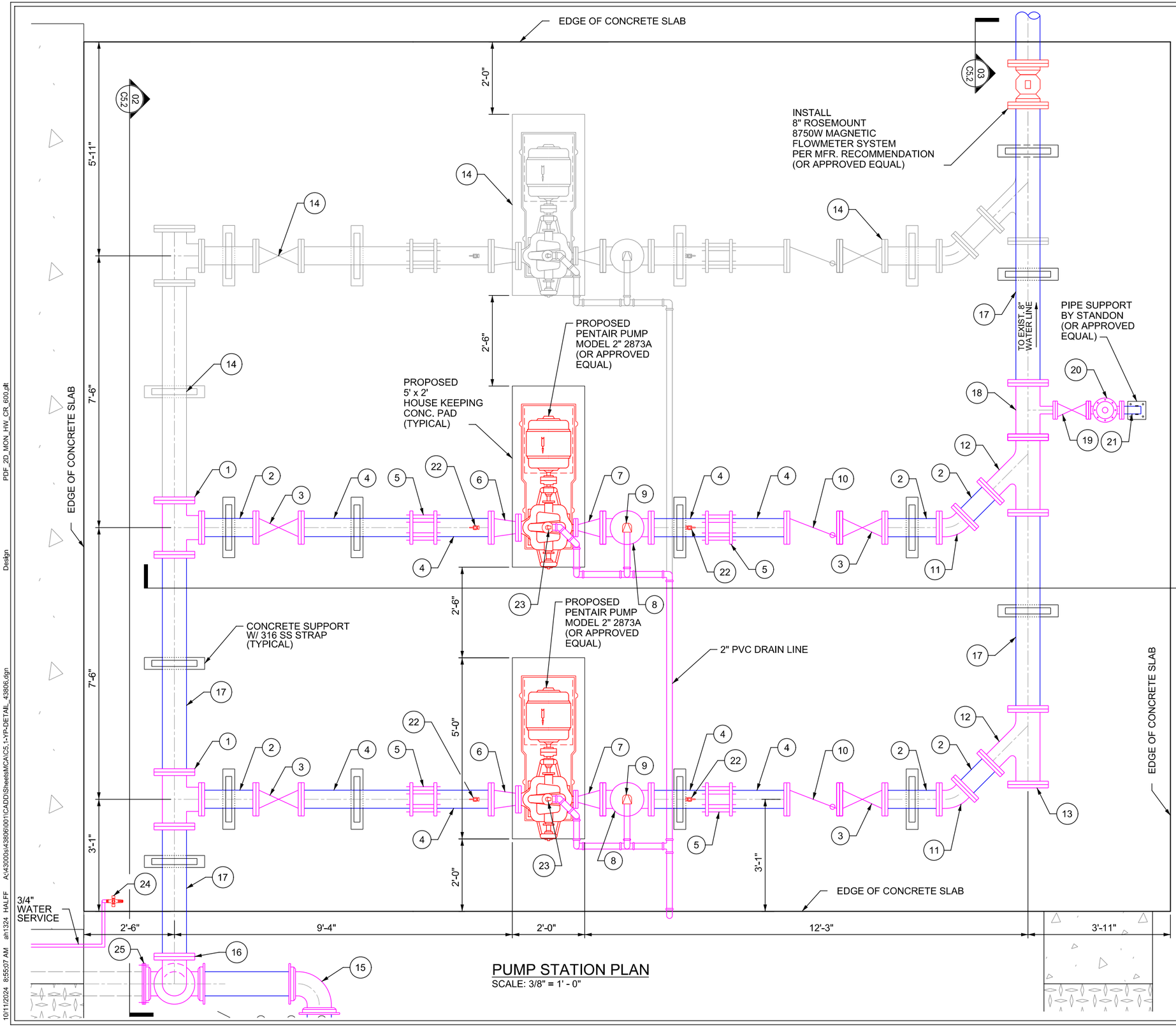

PUMP STATION PLAN

SCALE: 3/8" = 1' - 0"

SCALE: 3/8" = 1' - 0"

FITTINGS SCHEDULE FOR DETAILED YARD PIPING PLANS		
ITEM	DESCRIPTION	MATERIAL
1	8" x 6" TEE, FLG x FLG	DUCTILE IRON
2	6" SPOOL PIECE, FLG x FLG	" "
3	6" GATE VALVE, FLG x FLG	" "
4	6" SPOOL PIECE, PE x FLG	" "
5	6" COUPLING ADAPTER	" "
6	6" x 4" ECCENTRIC REDUCER, FLG x FLG	" "
7	6" x 2" ECCENTRIC REDUCER, FLG x FLG	" "
8	6" TEE, FLG x FLG W/ 6" PLUG	" "
9	2" AIR PRESSURE RELEASE VALVE	" "
10	6" RUBBER CHECK VALVE, FLG x FLG	" "
11	6" 45° BEND, FLG x FLG	" "
12	8" x 6" WYE, FLG x FLG x FLG	" "
13	8" FLG PLUG	" "
14	FUTURE EQUIPMENT	" "
15	8" 90° BEND, MJ x MJ	" "
16	8" 90° BEND, FLG x FLG	" "
17	8" SPOOL PIECE, FLG x FLG	" "
18	8" x 2 1/2" TEE	" "
19	2 1/2 GATE VALVE	" "
20	2 1/2" PRESSURE RELIEF & SURGE ANTICIPATOR VALVE	" "
21	2 1/2" SPOOL PIECE, PE x FLG	DUCTILE IRON
22	1/2" SAMPLE TAP W/ ISOLATION VALVE THRED-O-LET RISER PIPE & BALL VALVE SAMPLE PORT	STAINLESS STEEL
23	1/4 TURN BALL VALVE	STAINLESS STEEL
24	3/4 " HOSE BIBB	BRASS
25	8" TEE, MJ x MJ x MJ & PLUG FOR FUTURE EXTENSION	DUCTILE IRON

NO.	DESCRIPTION	DATE

STATE OF TEXAS
ANDREW A. SALINAS
128943
PROFESSIONAL ENGINEER
9-27-24

THE CITY OF Edinburg

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(956) 664-0286
TBPELS FIRM #F-312

LA COMA
BOOSTER PUMP STATION
FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS

YARD PIPING DETAIL

Project No.: 43806.001	Issued: 9-27-24
Drawn By: J.A.	C5.1
Checked By: A.S.	Sheet Number
Scale: AS SHOWN	

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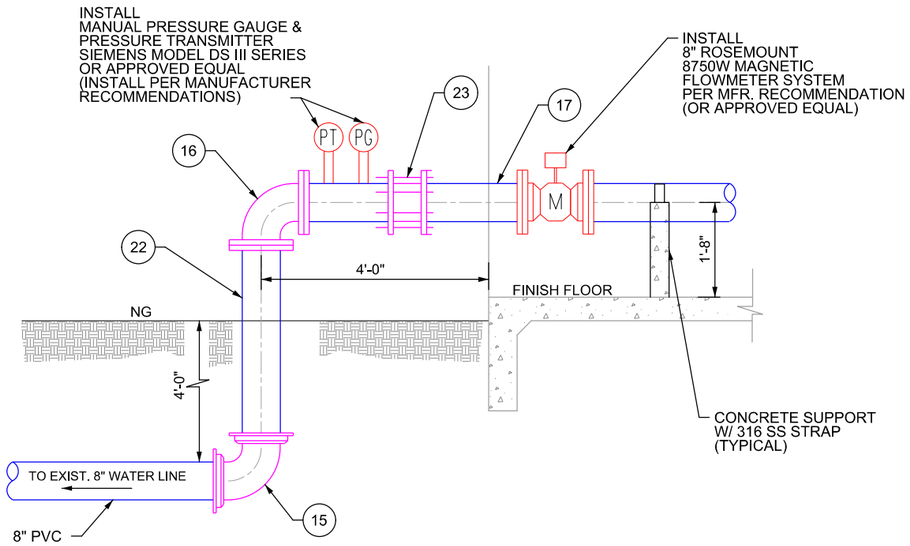
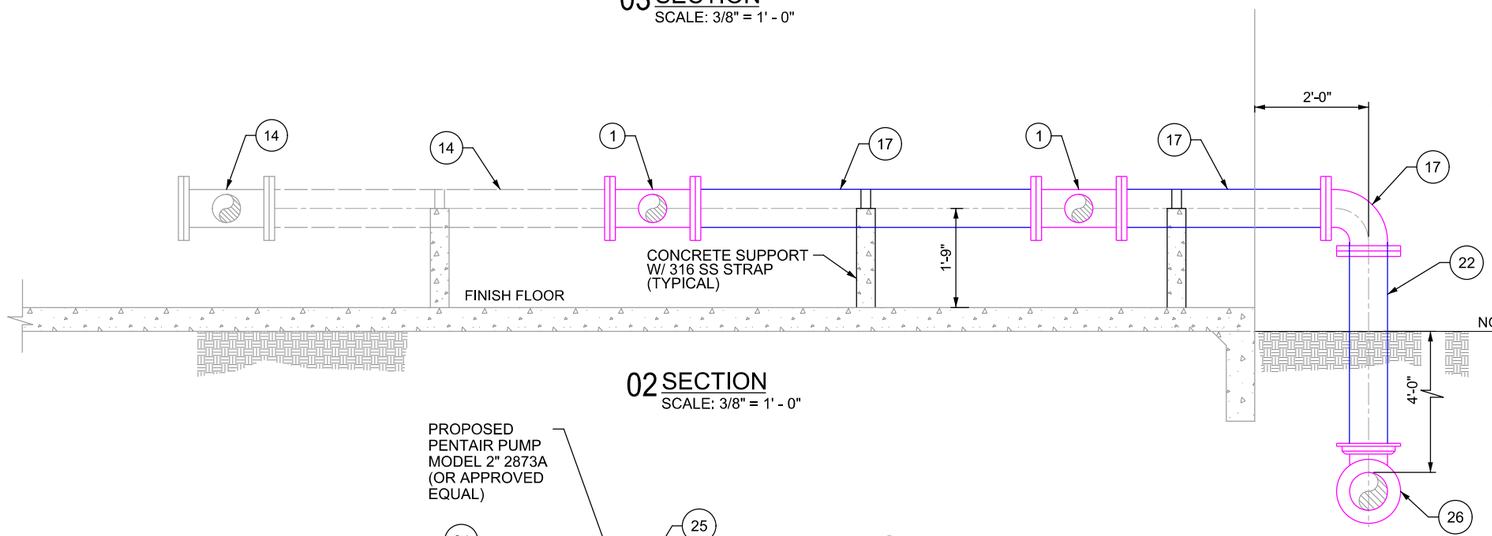


03 SECTION
SCALE: 3/8" = 1' - 0"

FITTINGS SCHEDULE FOR DETAILED YARD PIPING PLANS		
ITEM	DESCRIPTION	MATERIAL
1	8" x 6" TEE, FLG x FLG	DUCTILE IRON
2	6" SPOOL PIECE, FLG x FLG	" "
3	6" GATE VALVE, FLG x FLG	" "
4	6" SPOOL PIECE, PE x FLG	" "
5	6" COUPLING ADAPTER	" "
6	6" x 4" ECCENTRIC REDUCER, FLG x FLG	" "
7	6" x 2" ECCENTRIC REDUCER, FLG x FLG	" "
8	6" TEE, FLG x FLG W/ 6" PLUG	" "
9	2" AIR PRESSURE RELEASE VALVE	" "
10	6" RUBBER CHECK VALVE, FLG x FLG	" "
11	6" 45° BEND, FLG x FLG	" "
12	8" x 6" WYE, FLG x FLG x FLG	" "
13	8" FLG PLUG	" "
14	FUTURE EQUIPMENT	" "
15	8" 90° BEND, MJ x MJ	" "
16	8" 90° BEND, FLG x FLG	" "
17	8" SPOOL PIECE, FLG x FLG	" "
18	8" x 2 1/2" TEE	" "
19	2 1/2 GATE VALVE	" "
20	2 1/2" PRESSURE RELIEF & SURGE ANTICIPATOR VALVE	" "
21	2 1/2" SPOOL PIECE, PE x FLG	" "
22	8" SPOOL PIECE, MJ x FLG	" "
23	8" COUPLING ADAPTER	DUCTILE IRON
24	1/2" SAMPLE TAP W/ ISOLATION VALVE THRED-O-LET RISER PIPE & BALL VALVE SAMPLE PORT	STAINLESS STEEL
25	1/4 TURN BALL VALVE	STAINLESS STEEL
26	8" TEE, MJ x MJ x MJ AND PLUG FOR FUTURE EXTENSION	DUCTILE IRON



02 SECTION
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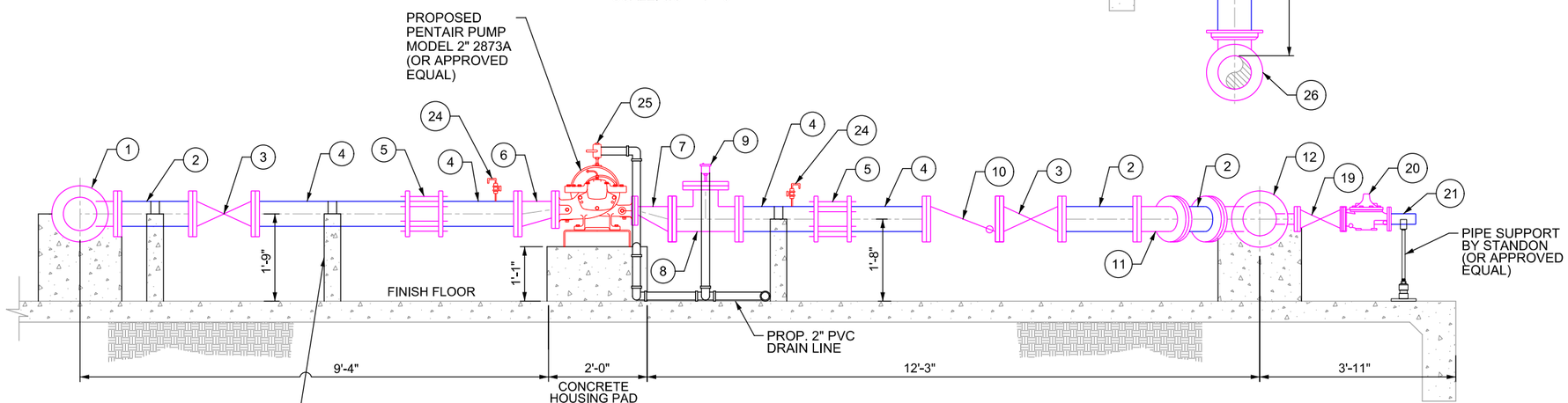

01 SECTION
SCALE: 3/8" = 1' - 0"

STATE OF TEXAS
ANDREW A. SALINAS
128943
LICENSED
PROFESSIONAL ENGINEER
2-20-24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
TBPELS FIRM #F-312

LA COMA
BOOSTER PUMP STATION
FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS

YARD PIPING DETAIL

Project No.: 43806.001	Issued: 2-20-24
Drawn By: J.A.	C5.2
Checked By: A.S.	Sheet Number
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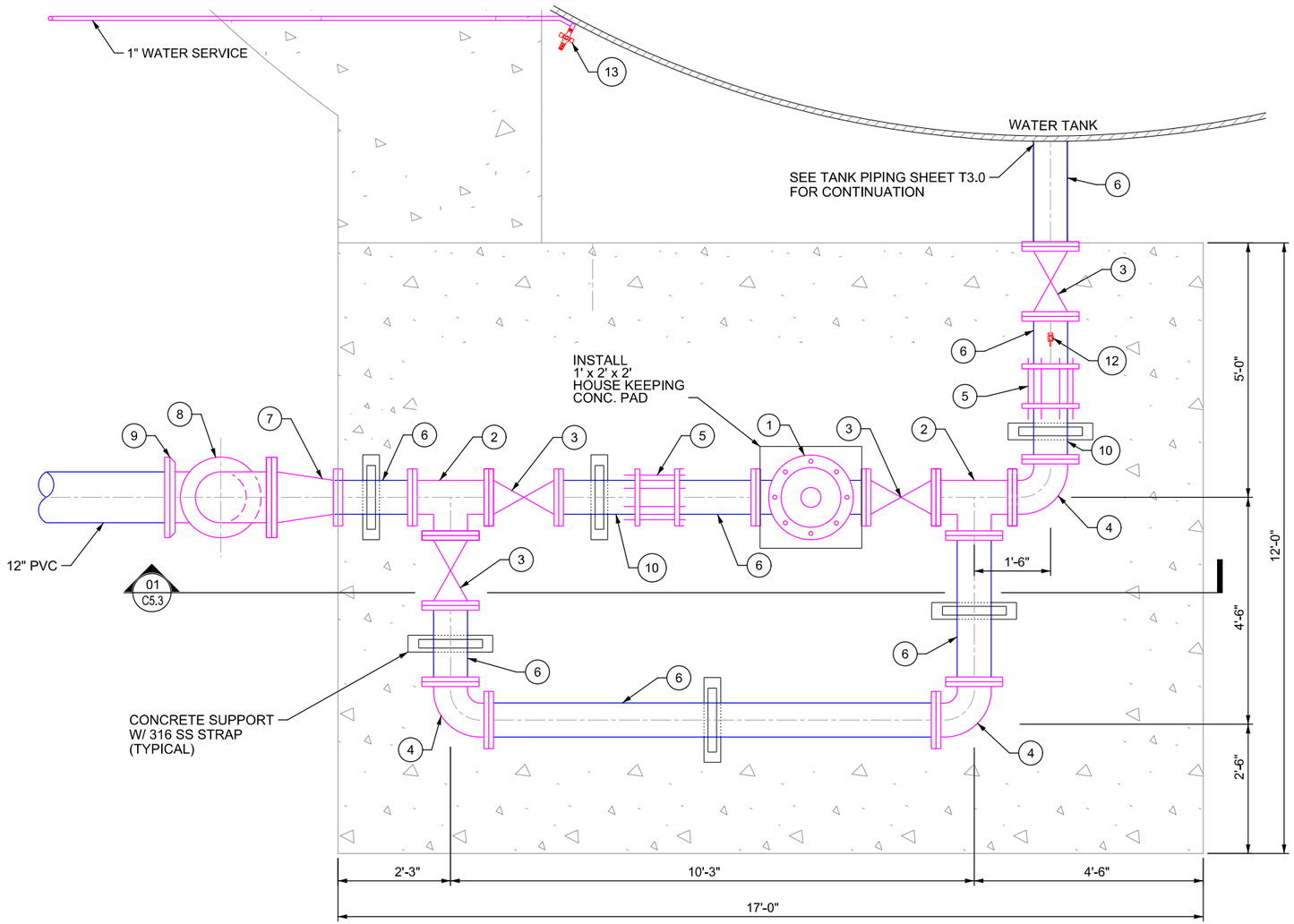
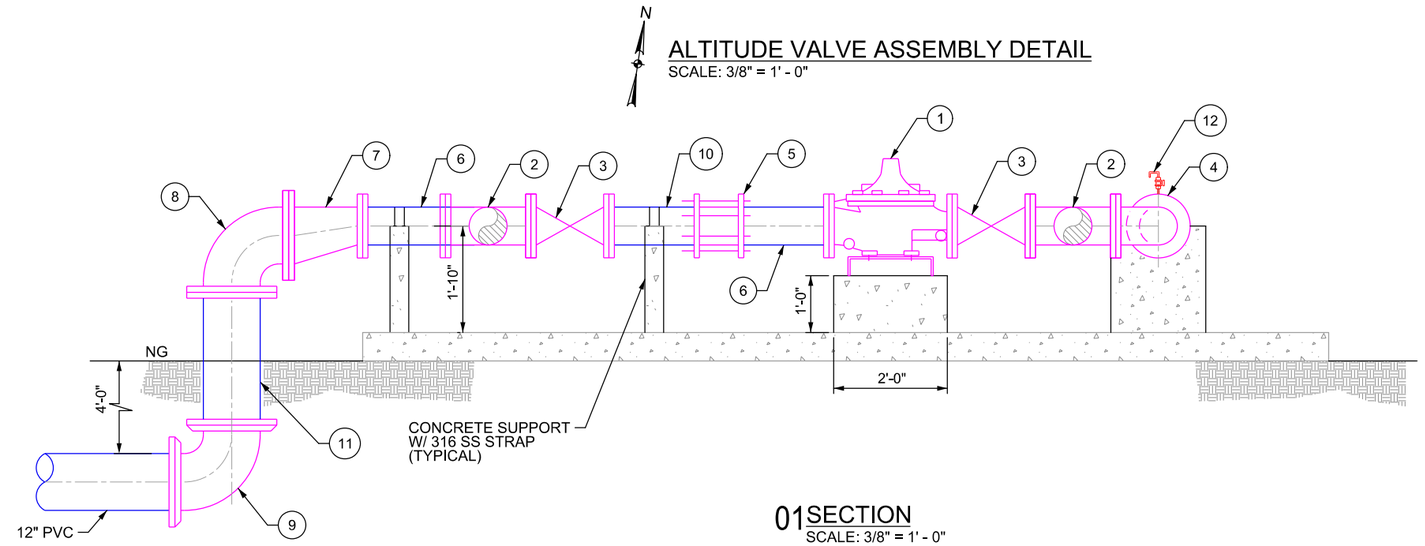


FITTINGS SCHEDULE FOR DETAILED YARD PIPING PLANS		
ITEM	DESCRIPTION	MATERIAL
1	8" ALTITUDE VALVE W/ PILOT SYSTEM	DUCTILE IRON
2	8" TEE, FLG x FLG	" "
3	8" GATE VALVE, FLG x FLG	" "
4	8" 90° BEND, FLG x FLG	" "
5	8" COUPLING ADAPTER	" "
6	8" SPOOL PIECE, FLG x FLG	" "
7	12" x 8" ECCENTRC REDUCER, FLG x FLG	" "
8	12" 90° BEND, FLG x FLG	" "
9	12" 90° BEND, MJ x MJ	" "
10	8" SPOOL PIECE, PE x FLG	" "
11	12" SPOOL PIECE, PE x MJ	DUCTILE IRON
12	1/2" SAMPLE TAP W/ ISOLATION VALVE THRED-O-LET RISER PIPE & BALL VALVE SAMPLE PORT	STAINLESS STEEL
13	3/4 " HOSE BIBB	BRASS



01 SECTION
SCALE: 3/8" = 1' - 0"

STATE OF TEXAS
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EDINBURG, TEXAS

YARD PIPING DETAIL

Project No.: 43806.001	Issued: 2-20-24
Drawn By: J.A.	C5.3
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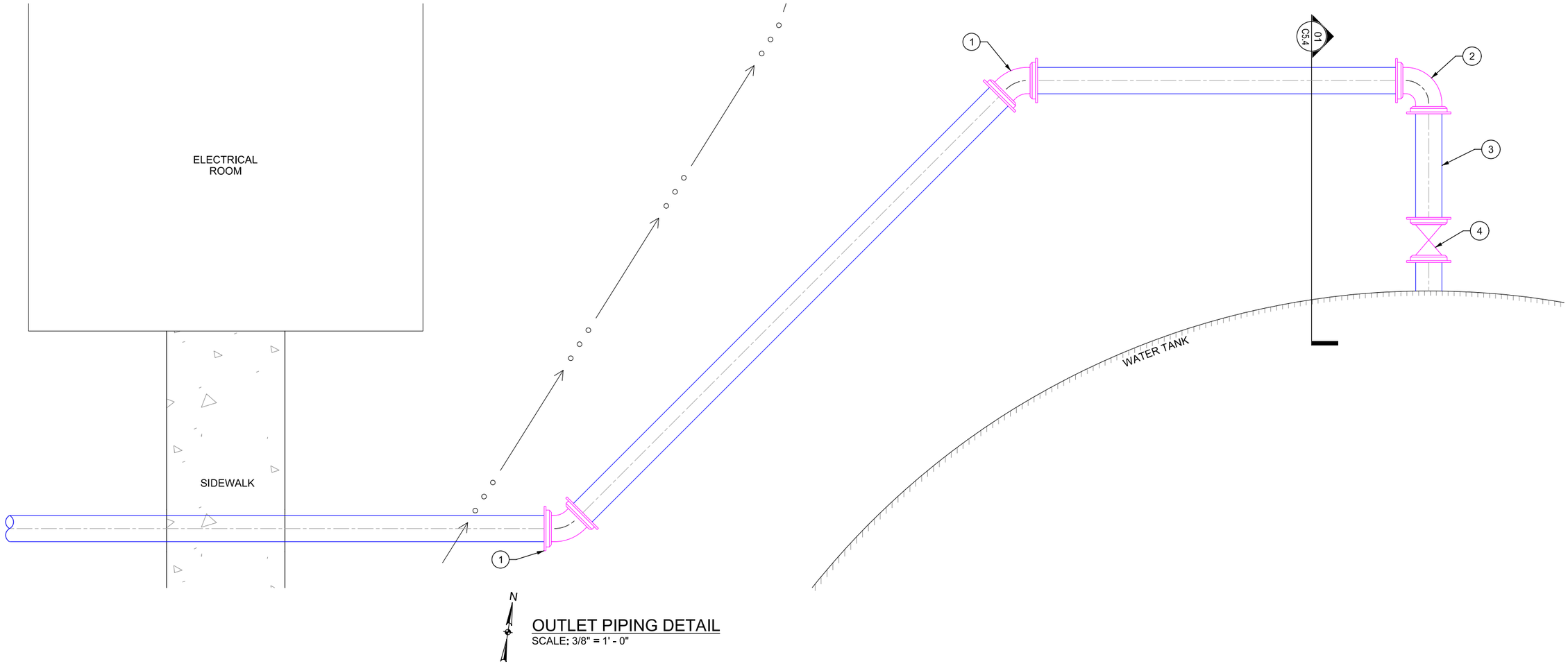
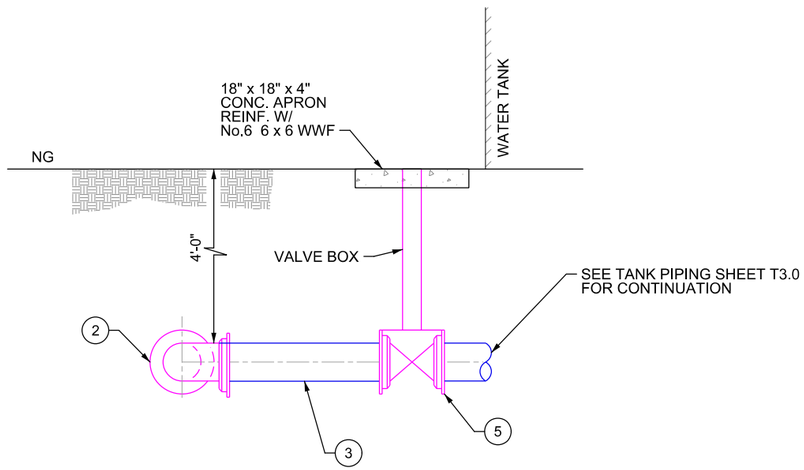


OUTLET PIPING DETAIL
SCALE: 3/8" = 1' - 0"



01 SECTION
SCALE: 3/8" = 1' - 0"

FITTINGS SCHEDULE FOR DETAILED YARD PIPING PLANS		
ITEM	DESCRIPTION	MATERIAL
1	8" 45° BEND, MJ x MJ	DUCTILE IRON
2	8" 90° BEND, MJ x MJ	" "
3	8" SPOOL PIECE, MJ x MJ	" "
4	8" GATE VALVE, MJ x MJ	DUCTILE IRON

STATE OF TEXAS
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LICENSED
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YARD PIPING DETAIL

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EROSION GENERAL NOTES

1. IT IS THE INTENT OF THIS SUGGESTED EROSION CONTROL PLAN AND WITHIN THE SPECIFICATIONS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER POLLUTION PREVENTION PLAN FOR THIS PROJECT TO ESTABLISH A MINIMUM BASIS OF COMPLIANCE WITH FEDERAL REGULATIONS. CONTRACTOR SHALL PREPARE AND SUBMIT A NOTICE OF INTENT PER THE REQUIREMENTS IN THE NPDES GENERAL PERMIT. THE CONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN AND BE SOLELY RESPONSIBLE FOR ITS IMPLEMENTATION.
   THE STORM WATER POLLUTION PREVENTION PLAN SHALL MEET THE REQUIREMENTS SET FORTH IN THE TEXAS COMISSION ON ENVIRONMENTAL QUAILITY (TCEQ) TPDES GENERAL PERMIT FOR REGION 6 FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES.

2. THE STORM WATER POLLUTION PREVENTION PLAN SHOULD ADDRESS THREE GOALS:
   A) DIVERSION OF UPSLOPE WATER AROUND DISTURBED AREAS OF THE SITE;
   B) LIMITS THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND
   C) REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.

3. THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO TCEQ.

4. THE CONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.

5. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.

6. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE RETAINED AND MADE PART OF THE PLAN.

7. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN,

8. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE:

   DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR;
   REGULAR COLLECTION OF WASTE;
   CONVENIENTLY LOCATED WASTE RECEPTACLES; AND
   DESIGNATING AND CONTROLLING EQUIPMENT WASHDOWN.

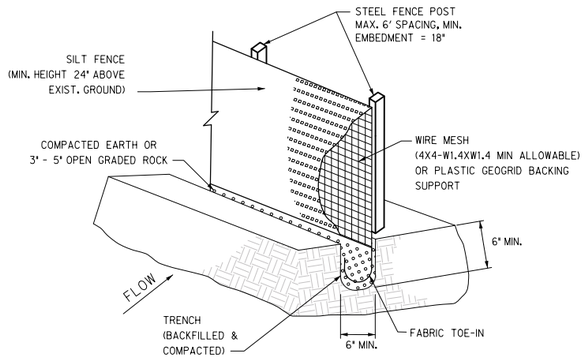
9. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.

10. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.

11. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.

12. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.

13. THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION EXIT AT ALL TRAFFIC EXIT POINTS PRIOR TO EXITING ONTO ANY PAVED ROADWAY.



ISOMETRIC VIEW

SILT FENCE NOTES:

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 18".

2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE, AS NECESSARY, TO PREVENT FLOW UNDER FENCE.

3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED.

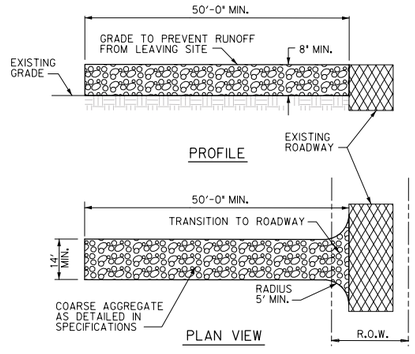
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO BACKING SUPPORT, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST. FABRIC SHALL OVERLAP AT ABUTTING ENDS A MINIMUM OF 3 FEET AND SHALL BE JOINED SUCH THAT NO BYPASS OR LEAKAGE OCCURS.

5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.

6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.

7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SILT FENCE DETAIL
NTS



NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIAMETER CRUSHED ROCK OR ACCEPTABLE CRUSHED CEMENT CONCRETE

2. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AN THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.

3. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

4. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE A CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PAVED SURFACES, MUST BE REMOVED IMMEDIATELY.

5. STABILIZED CONSTRUCTION EXIT TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.

STABILIZED CONSTRUCTION EXIT
NTS

STATE OF TEXAS
ANDREW A. SALINAS
128943
LICENSED
PROFESSIONAL ENGINEER
2-20-24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
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EDINBURG, TEXAS

EROSION CONTROL DETAILS

Project No.: 43806.001	Issued: 2-20-24
Drawn By: J.A.	C6.1
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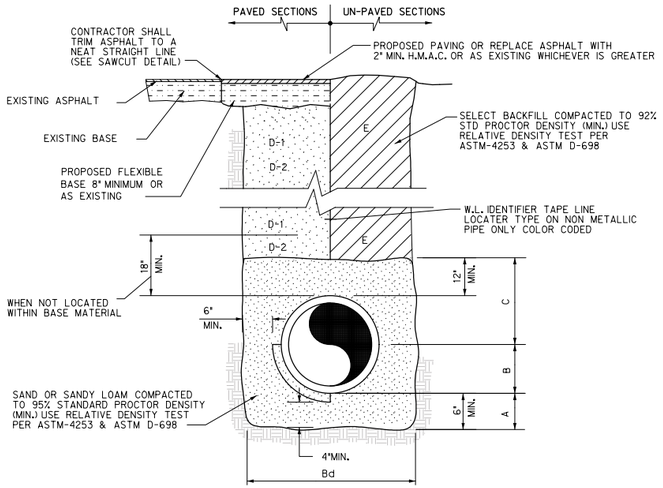


A. SAND OR SANDY LOAM BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS= 6")

B. SAND OR SANDY LOAM BACKFILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4' LIFTS, HAND TAMPED) Bd TRENCH WIDTHS SHALL BE PIPE O.D. + 12" OR IN ACCORDANCE WITH ASTM 2321 FOR PVC PIPE.

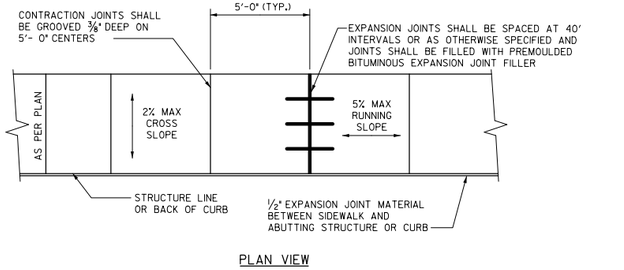
C. SAND OR SANDY LOAM BACKFILL PLACED FROM SPRING LINE OF PIPE TO 12" ABOVE TOP OF PIPE. (6' LIFTS, HAND TAMPED)

D-1. CITY STREETS, PARKING AREA, DRIVEWAYS: SELECTED BACKFILL SHALL BE PLACED IN 8' LIFTS MECHANICALLY COMPACTED TO 95% STANDARD PROCTOR DENSITY,

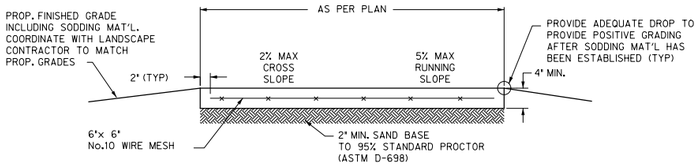
D-2. (STATE MAINTAINED ROADWAY) COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

E. SELECT EARTH BACKFILL COMPACTED TO 92% SPD. (12' LIFTS, MECHANICAL COMPACTION) FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STD. PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6', STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

WATER LINE BEDDING
NTS

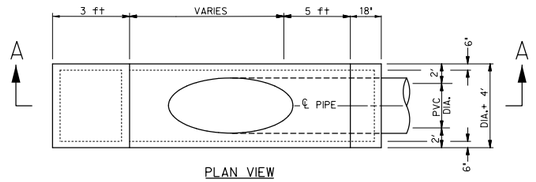


PLAN VIEW

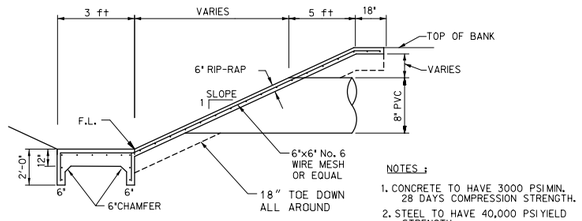


CROSS SECTION

CONCRETE SIDEWALK DETAIL
NTS



PLAN VIEW

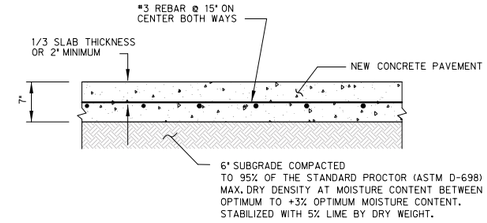


CROSS-SECTION A-A

NOTES :

1. CONCRETE TO HAVE 3000 PSI MIN. 28 DAYS COMPRESSION STRENGTH.
2. STEEL TO HAVE 40,000 PSI YIELD STRENGTH.
3. DOWEL AT CONSTRUCTION JOINTS SHALL HAVE 36 X DIA. EMBEDMENT.

SLOPED END SECTION
NTS



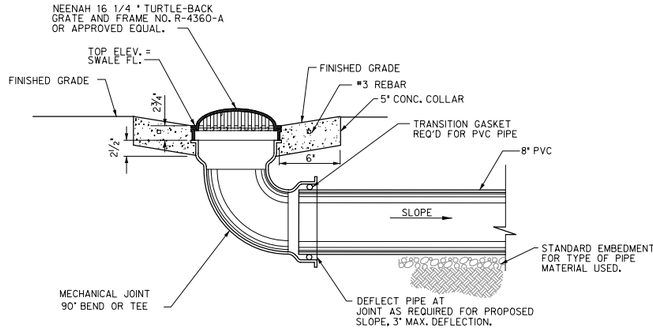
PAVEMENT SECTION:

CONCRETE MIN. 4,000 PSI @28 DAYS
CONTRACTOR TO CUT 15' x 15' CONTROL JOINTS.
EXPANSION JOINTS NOT TO EXCEED 45 FT.

CONTRACTOR TO USE #6 DOWELS 24 " LONG @ 24" ON CENTER ON NEW CONSTRUCTION JOINTS WHERE NEW PAVEMENTS ARE POURED ON TWO SEPARATE DAYS. (12" OF DOWEL TO BE GREASED)

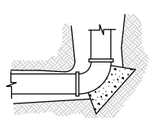
GEOTECHNICAL REPORT BY:
MEG ENGINEERS
PROJECT NUMBER: 01-22-29163
DATE: 09-19-2022

CONCRETE PAVEMENT/DUMPSTER PAD
NTS

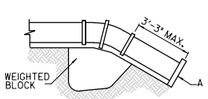


SWALE INLET
NTS

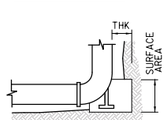
CONSTRUCTION NOTES
A. SIMPLEX COUPLING
B. ANCHOR ROD



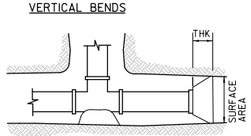
HORIZONTAL BENDS



VERTICAL BENDS



HYDRANT BURYS



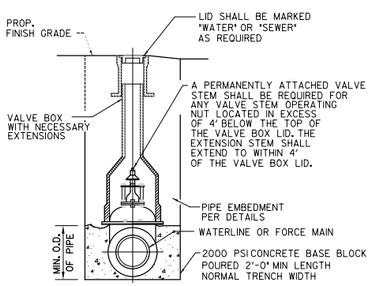
TEES & DEAD ENDS

GENERAL NOTES

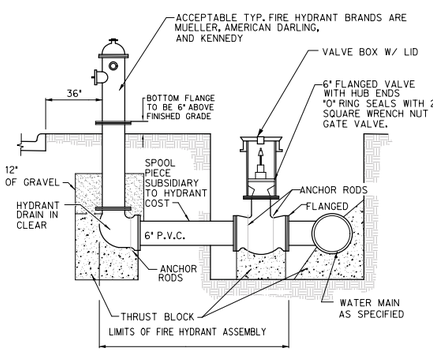
1. SEE THRUST BLOCK SIZE CHART FOR PROPER THICKNESS AND SURFACE AREAS. (SHEET 2 OF 2)
2. THE LOCATION OF THRUST BLOCKS DEPENDS UPON THE DIRECTION OF THRUST AND TYPE FITTINGS.

TYPICAL THRUST BLOCK DETAILS
NTS

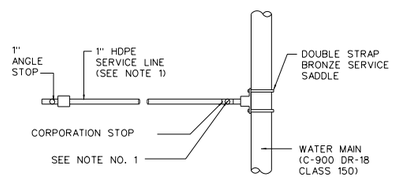
THRUST BLOCK SIZE			
DIAMETER OF PIPE INCHES	HORIZONTAL BEND SURFACE AREA SQ. FEET	HORIZONTAL BEND THICKNESS INCHES	WEIGHT AT VERTICAL BENDS-LBS.
22-1/2° BENDS			
6 OR LESS	2	8	1700
8	3	8	3,000
10	3.5	12	4,500
12	4	14	6,600
14	5	18	9,000
16	6	18	11,800
45° BENDS			
6 OR LESS	4	12	3,200
8	5	14	5,800
10	6	18	9,000
12	7	18	13,000
14	8	24	17,000
16	11.5	24	23,200
90° BENDS			
6 OR LESS	6	12	6,000
8	8	15	10,700
10	10	18	16,700
12	12	18	24,000
14	18	24	32,600
16	21	24	42,700
TEES & DEAD ENDS			
6 OR LESS	3	12	
8	4	15	
10	6	18	
12	8.5	18	
14	11.5	24	
16	15	24	



GATE VALVE AND BOX
NTS



FIRE HYDRANT INSTALLATION
NTS



1. SERVICE LINES GREATER THAN 1" REQUIRE P.V.C. SCHEDULE 40 PIPE. 1" SERVICE LINES SHALL BE SDR-9, HDPE, ASTM D-2737

TYPICAL SINGLE SERVICE CONNECTION
NTS

STATE OF TEXAS
ANDREW A. SALINAS
128943
LICENSED PROFESSIONAL ENGINEER
2-20-24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
TBPELS FIRM #F-312

LA COMA
BOOSTER PUMP STATION
FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS

MISCELLANEOUS DETAILS

Project No.: 43806.001	Issued: 2-20-24
Drawn By: J.A.	C7.0
Checked By: A.S.	Sheet Number
Scale: AS SHOWN	

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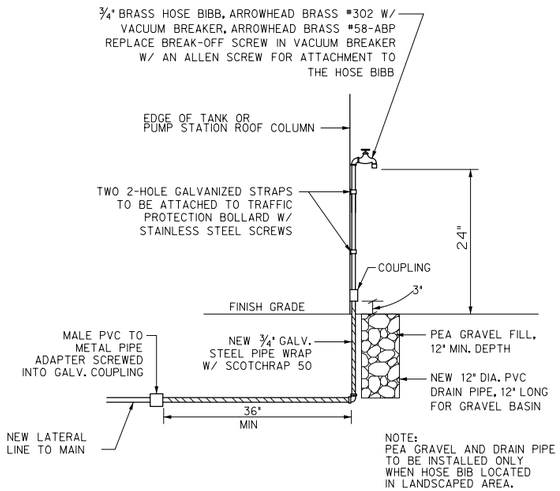
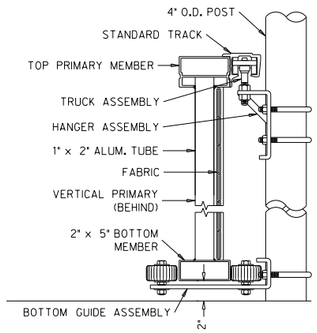
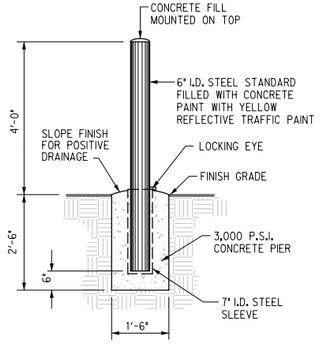


WATER RISER DETAIL
NTS

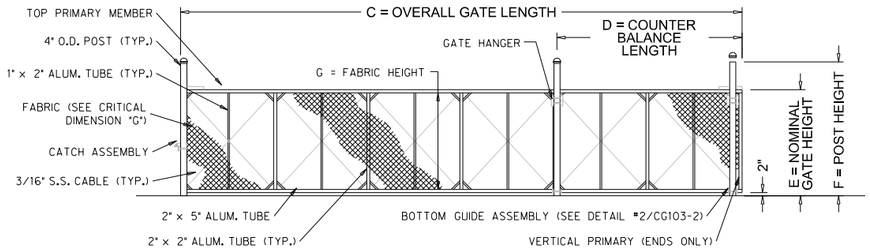


ASSEMBLY SECTION
NTS



REMOVABLE BOLLARD DETAIL
NTS

PLAN VIEW
NTS



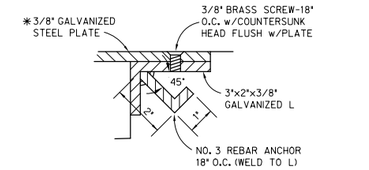
ELEVATION
NTS

CANTILEVER SLIDE GATE (MANUAL)
NTS

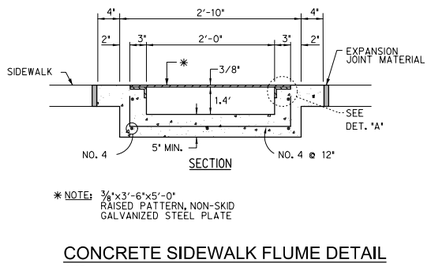
NOTES:

1. ALL FITTINGS STANDARDLY PROVIDED FOR 4" O.D. POSTS. OTHER SIZES AVAILABLE UPON REQUEST.
2. GATE ELEVATION IS VIEWED FROM THE OUTSIDE OF THE SECURE AREA LOOKING IN.

CRITICAL DIMENSION CHART		
A	CLEAR OPENING	30'-0"
B	COUNTERBALANCE POST SPACING C/C	14'-1"
C	OVERALL GATE LENGTH	45'-0"
D	COUNTERBALANCE LENGTH	15'-0"
E	NOMINAL GATE HEIGHT	8'-0"
F	POST HEIGHT	9'-6"
G	FABRIC HEIGHT	7'-0"



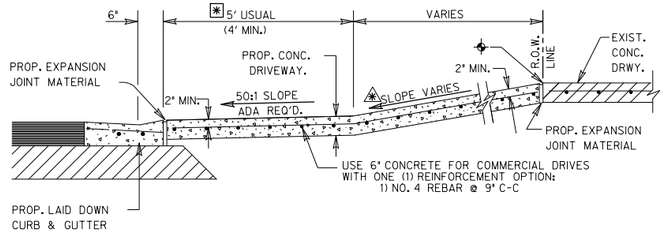
DETAIL "A"



SECTION

✱ NOTE: ⅜"x3'-6"x5'-0" RAISED PATTERN, NON-SKID GALVANIZED STEEL PLATE

CONCRETE SIDEWALK FLUME DETAIL
NTS



TYPICAL CONCRETE DRIVEWAY SECTION
N.T.S.

⌖ CONCRETE SHALL BE SAW CUT TO THE LIMITS OF REMOVAL WHERE APPLICABLE.

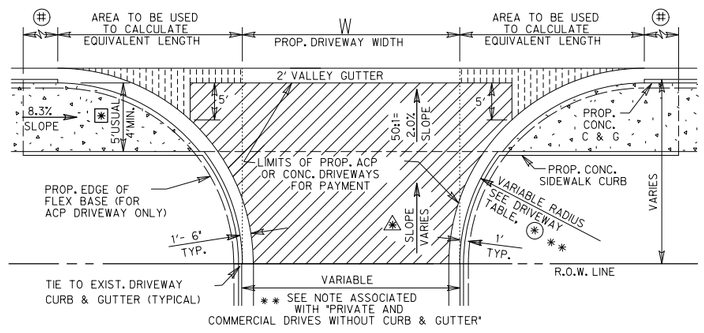
✱ PROP./FUTURE SIDEWALK CROSSING LOCATION UNLESS SHOWN ELSEWHERE ON P&P SHEETS. SEE P&P SHEETS FOR PROP. SIDEWALK LOCATION IF SIDEWALKS ARE INCLUDED AS PART OF PROJECT. REFER TO STATE STANDARDS - PEDESTRIAN FACILITIES - FOR ADDITIONAL REQUIREMENTS.

⚠ ENTRANCE'S BASE AND SURFACING MAY BE EXTENDED BEYOND R.O.W. LINE AS REQUIRED TO MEET EXISTING GRADE IN A SATISFACTORY MANNER OF WHICH NO STEEPER THAN 12:1 FOR COMMERCIAL DRIVEWAY AND 8:1 FOR RESIDENTIAL DRIVEWAY SLOPE WILL BE CONSTRUCTED.

PROP. DWY ALGEBRAIC DIFFERENCE TABLE
COMMERCIAL DRIVEWAYS @ A = 6% MAX.
RESIDENTIAL DRIVEWAYS @ A = 8% MAX.

PROPOSED DRIVEWAY SLOPE TABLE
COMMERCIAL DRIVEWAYS @ 12:1 MAX.
RESIDENTIAL DRIVEWAYS @ 8:1 MAX.

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER



PLAN OF PRIVATE AND COMMERCIAL DRIVES
NTS

✱ PROP./FUTURE CONC. SIDEWALK LOCATION UNLESS SHOWN ELSEWHERE ON P&P SHEETS. REFER TO STATE STANDARDS - PEDESTRIAN FACILITIES - FOR ADDITIONAL REQUIREMENTS.

⌗ LIMITS OF SLOPE FOR PROP. CONC. CURB BASED ON 8.3% SLOPE FOR SIDEWALK.

⚠ SEE TYPICAL DRIVEWAY SECTIONS NOTES FOR DRIVEWAY SLOPE CRITERIA.

LF EQUIVALENT TABLE FOR PAYMENT LIMITS OF 2' VALLEY GUTTER

LF OF VALLEY GUTTER= W + X1 + X2	
WHERE X1 AND X2 MAY VARY DEPENDING ON RADIUS	
Prop. Driveway Radius	X1 or X2 (Sq Ft Area / 2') Equivalent LF Length
5'	1
8'	2
10'	4
12'	6
15'	9
18'	12
20'	15
22'	18
25'	24
28'	30
30'	34

SEE DRIVEWAY TABLE FOR LIMITS OF LAID DOWN CURB TO BE PAID FOR AS CURB AND GUTTER

STATE OF TEXAS
ANDREW A. SALINAS
128943
PROFESSIONAL LICENSED ENGINEER
2-20-24

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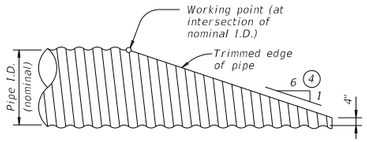
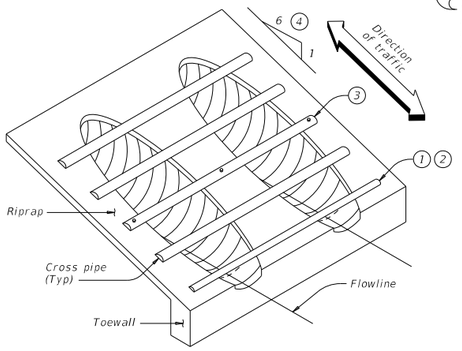


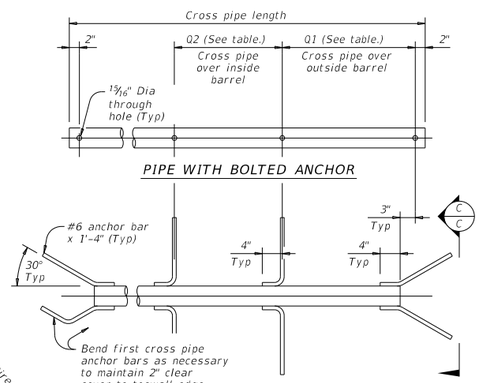
NOTE: All cross pipes, calculations, and dimensions are based on the pipe culverts mitered as shown in this detail. Alternate styles of mitered ends will require that appropriate adjustments be made to the values presented on this standard.

SIDE ELEVATION OF TYPICAL PIPE CULVERT MITER

(Showing corrugated metal pipe (CMP) culvert Details at reinforced concrete pipe (RCP) culvert are similar.)

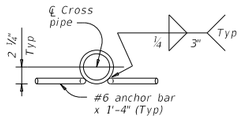


ISOMETRIC VIEW OF TYPICAL INSTALLATION



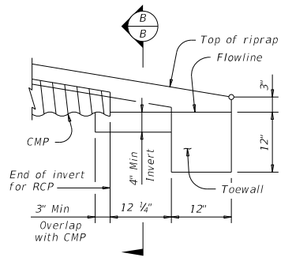
PIPE WITH BOLTED ANCHOR

PIPE WITH ANCHOR BARS



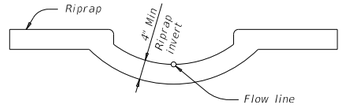
SECTION C-C

CROSS PIPE DETAILS



DETAIL "A"

(Showing invert with corrugated metal pipe (CMP) culvert. Reinforced concrete pipe (RCP) culvert details are similar. Cross pipes not shown for clarity.)



SECTION B-B

(Cross pipes not shown for clarity.)

CROSS PIPE LENGTHS, REQUIRED PIPE SIZES, AND RIPRAP QUANTITIES (2)

Nominal Culvert I.D.	Conc Riprap (CY) (6)	Pipe Culvert Spa ~ G	Single Barrel ~ Q1	Multi-Barrel ~ Q1	Q2	Conditions for Use of Cross Pipes	Cross Pipe Sizes
12"	0.6	0' - 9"	N/A	2' - 1"	1' - 9"	3 or more pipe culverts	3" Std (3.500" O.D.)
15"	0.7	0' - 11"	N/A	2' - 5"	2' - 2"		
18"	0.8	1' - 2"	N/A	2' - 10"	2' - 8"		
21"	0.9	1' - 4"	N/A	3' - 2"	3' - 1"		
24"	0.9	1' - 7"	N/A	3' - 6"	3' - 7"		
27"	1.0	1' - 8"	N/A	3' - 10"	3' - 11"	3 or more pipe culverts	3 ½" Std (4.000" O.D.)
30"	1.1	1' - 10"	N/A	4' - 2"	4' - 4"	2 or more pipe culverts	
33"	1.2	1' - 11"	N/A	4' - 5"	4' - 8"	All pipe culverts	
36"	1.3	2' - 1"	4' - 5"	4' - 9"	5' - 1"	All pipe culverts	4" Std (4.500" O.D.)
42"	1.5	2' - 4"	4' - 11"	5' - 5"	5' - 10"		
48"	1.7	2' - 7"	5' - 5"	6' - 0"	6' - 7"	All pipe culverts	5" Std (5.563" O.D.)
54"	2.0	3' - 0"	5' - 11"	6' - 9"	7' - 6"		
60"	2.2	3' - 3"	6' - 5"	7' - 4"	8' - 3"		
66"	2.4	3' - 3"	6' - 11"	7' - 10"	8' - 9"		
72"	2.7	3' - 4"	7' - 5"	8' - 5"	9' - 4"		

(1) The proper installation of the first cross pipe is critical for vehicle safety. Place the top of the first cross pipe no more than 6" above the flow line.

(2) Provide cross pipes, except the first bottom pipe, of the size shown in the table. Provide a 3 1#2" standard pipe (4" O.D.) for the first bottom pipe.

(3) Install the third cross pipe from the bottom of the culvert using a bolted connection. Ensure that riprap concrete does not flow into the cross pipe so as to permit disassembly of the bolted connection to allow cleanout access. At the Contractor's option, install all other cross pipes using the bolted connection details.

(4) Match cross slope as shown elsewhere in the plans. Cross slope of 6:1 or flatter is required for vehicle safety.

(5) Riprap placed beyond the limits shown will be paid for as concrete riprap in accordance with Item 432, "Riprap".

(6) Quantities shown are for one end of one reinforced concrete pipe (RCP) culvert. For multiple pipe culverts or for corrugated metal pipe (CMP) culverts, quantities will need to be adjusted. Riprap quantities are for contractor's information only.

MATERIAL NOTES:

Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.

Provide cross pipes that meet the requirements of ASTM A53 (Type E or S, Gr B), ASTM A500 (Gr B), or API 5LX52.

Provide ASTM A307 bolts and nuts.

Galvanize all steel components, except concrete reinforcing, after fabrication. Repair galvanizing damaged during transport or construction in accordance with the specifications.

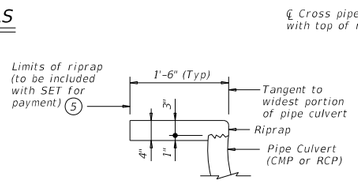
GENERAL NOTES:

Cross pipes are designed for a traversing load of 10,000 pounds at yield as recommended by Research Report 280-2F, "Safety Treatment of Roadside Parallel-Drainage Structures", Texas Transportation Institute, March 1981.

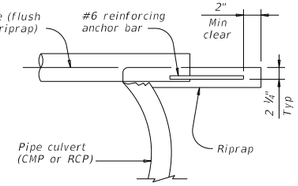
Safety end treatments (SET) shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the cross pipes.

Construct concrete riprap and all necessary inverts in accordance with the requirements of Item 432, "Riprap".

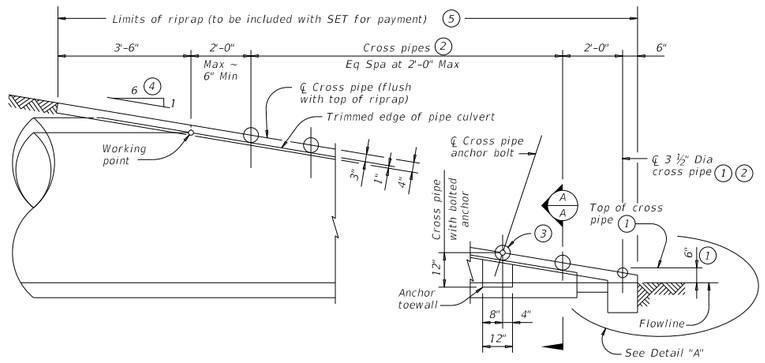
Payment for riprap and toewall is included in the Price Bid for each Safety End Treatment.



SHOWING TYPICAL PIPE CULVERT AND RIPRAP

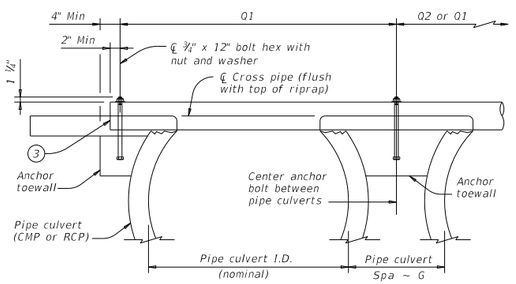


SHOWING CROSS PIPE WITH ANCHOR BAR



SIDE ELEVATION OF CAST-IN-PLACE CONCRETE

(Showing reinforced concrete pipe (RCP) culvert. Details at corrugated metal pipe (CMP) culvert are similar.)



SHOWING CROSS PIPE WITH BOLTED ANCHOR

SECTION A-A

Texas Department of Transportation | Bridge Division Standard

SAFETY END TREATMENT

FOR 12" DIA TO 72" DIA PIPE CULVERTS TYPE II ~ PARALLEL DRAINAGE

SETP-PD

FILE: setppdse-20.dgn	DN: GAF	CK: CAT	DW: JRP	CK: GAF
©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS	C	S	J	HWY
	DIST	COUNTY		SHEET NO.
	DST	CTY		AA

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STATE OF TEXAS
ANDREW A. SALINAS
128943
LICENSED PROFESSIONAL ENGINEER
2-20-24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
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GENERAL

1. THE STRUCTURAL DESIGN IS IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE AND ALL APPLICABLE PROVISIONS OF EDINBURG, TEXAS.

2. LOADS THAT HAVE BEEN USED IN THE STRUCTURAL DESIGN INCLUDE THE FOLLOWING:

   DEAD LOADS:

   DEAD LOADS HAVE BEEN CALCULATED TO INCLUDE THE ACTUAL WEIGHT OF ALL WORK SHOWN ON THE STRUCTURAL, ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS.

   DEAD LOADS:

   CONCRETE SLAB . . . . . 75.0 PSF

   FLOOR DEAD LOAD . . . . . 75.0 PSF

   ROOF DEAD LOADS:

   COLATERAL DEAD LOAD . . . . . 5.0 PSF
   PEMB FRAMING AND ROOF . . . . . 10.0 PSF (ASSUMED)

   ROOF DEAD LOAD . . . . . .15.0 PSF (ASSUMED)

   FLOOR LIVE LOADS:

   FLOOR LOAD . . . . . 125 PSF

   ROOF LIVE LOADS:

   ROOF LIVE LOAD . . . . . 20 PSF

   SNOW LOADS:

   GROUND SNOW LOAD (Pg) = 0 PSF
   SNOW IMPORTANCE FACTOR = 1.0 (CATEGORY II)

   WIND LOADS:

   WIND PRESSURES IN ALL DIRECTIONS SHALL BE CALCULATED IN ACCORDANCE WITH CODE PROVISION FOR A BASIC WIND SPEED OF 130 MPH. (EXPOSURE C).

   SEISMIC LOADS:

   BASED ON INTERNATIONAL BUILDING CODE (IBC 2018)

   BUILDING CLASSIFICATION..... II
   SHORT PERIOD SPECTRAL ACCELERATION..... Ss = 0.043g
   ONE SECOND SPECTRAL ACCELERATION..... S1 = 0.013g
   SITE CLASSIFICATION..... C
   SPECTRAL RESPONSE COEFFICIENT ..... SDS = 0.069g
   SPECTRAL RESPONSE COEFFICIENT ..... SD1 = 0.037g
   SEISMIC DESIGN CATEGORY..... A

3. COMPLETE SHOP DRAWINGS FOR THE STRUCTURAL WORK SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO COMMENCEMENT OF CONSTRUCTION, IN ACCORDANCE WITH THE SPECIFICATIONS. A PERIOD OF AT LEAST 10 WORKING DAYS SHALL BE PROVIDED FOR THIS REVIEW. REVIEW OF SHOP DRAWINGS BY THE ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF FULL RESPONSIBILITY FOR CORRECT FABRICATION AND CONSTRUCTION OF THE WORK.

4. ANY DEVIATION FROM, ADDITION TO, SUBSTITUTION FOR, OR MODIFICATION TO THE STRUCTURE OR ANY PART OF THE STRUCTURE SHOWN ON THESE DRAWINGS SHALL BE SUBMITTED IN WRITING TO THE ENGINEER FOR REVIEW. SHOP DRAWINGS THAT ARE SUBMITTED FOR REVIEW DO NOT CONSTITUTE "IN-WRITING" UNLESS IT IS CLEARLY NOTED THAT SPECIFIC CHANGES ARE BEING SUGGESTED.

5. THE CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR PEMB INFORMATION NOT SHOWN AND FOR EXACT LOCATIONS AND DIMENSIONS OF ALL ARCHITECTURAL DETAILS. THE CONTRACTOR SHALL COMPARE THE STRUCTURAL PLANS AND SECTIONS WITH THE PEMB PLANS AND SECTIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMPLETION OF THE SHOP DRAWINGS.

6. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AT THE SITE AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THE ACTUAL CONDITIONS AND INFORMATION SHOWN ON THE DRAWINGS BEFORE PROCEEDING WITH THE WORK.

7. PRINCIPAL OPENINGS ARE SHOWN IN THE SPECIFICATIONS. THE CONTRACTOR SHALL REFER TO SPECIFICATIONS, AND PLUMBING AND ELECTRICAL DRAWINGS FOR SLEEVES, CURBS, INSERTS AND SIMILAR DETAILS NOT SHOWN. SIZE AND LOCATION OF ALL OPENINGS SHALL BE VERIFIED BY THE CONTRACTOR. ANY DEVIATION FROM OPENINGS SHOWN ON THE STRUCTURAL BE VERIFIED BY THE CONTRACTOR. ANY DEVIATION FROM OPENINGS SHOWN ON THE STRUCTURAL DRAWINGS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR APPROVAL PRIOR TO CONSTRUCTION.

8. THE STRUCTURAL DRAWINGS ARE NOT TO BE SCALED FOR DETERMINATION OF QUANTITIES, LENGTHS, OR FIT OF MATERIALS.

9. THE STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHODS OF CONSTRUCTION UNLESS SO STATED OR NOTED. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE WORKMEN AND OTHER PERSONS DURING CONSTRUCTION.

10. THE CONTRACTOR SHALL PROVIDE TEMPORARY ERECTION BRACING AND SHORING OF ALL STRUCTURAL WORK AS REQUIRED FOR STABILITY OF THE STRUCTURE DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONDITION WHICH, IN HIS OPINION, MIGHT ENDANGER THE STABILITY OF THE STRUCTURE OR CAUSE DISTRESS IN THE STRUCTURE.

11. CONSTRUCTION MATERIALS SHALL NOT BE STORED ON FLOORS OR ROOFS IN EXCESS OF THE DESIGN LIVE LOADS. IMPACT SHALL BE AVOIDED WHEN PLACING MATERIALS ON FLOOR OR ROOFS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENFORCE THESE REQUIREMENTS.

12. ANY INCONSISTENCIES OR DISCREPANCIES THAT MAY OCCUR WITHIN OR BETWEEN THE DRAWINGS AND SPECIFICATIONS, THE GREATER QUANTITY OF ITEMS SHOWN, AND THE MOST COSTLY PRODUCT OR INSTALLATION METHOD, SHALL BE PROVIDED, UNLESS INSTRUCTED OTHERWISE BY THE ARCHITECT/ENGINEER. IT SHALL BE DEEMED THAT THE CONTRACTOR BID AND INTEND TO EXECUTE THE MORE STRINGENT OR HIGHER QUALITY REQUIREMENT WITHOUT ANY INCREASE TO THE CONTRACT SUM OR CONTRACT TIME.

13. THE CONSTRUCTION DATUM IS 100.0'. REFER TO THE CIVIL DRAWINGS FOR THE ACTUAL ELEVATION OF THIS DATUM.

EARTHWORK AND FOUNDATIONS

1. THE FOUNDATION DESIGN IS IN ACCORDANCE WITH A GEOTECHNICAL REPORT BY MEG ENGINEERS DATED 09/23/2022 (PROJECT NO. 01-22-29163). EXCERPTS FROM THE ABOVE REFERENCED REPORT ARE PROVIDED FOR INFORMATIONAL PURPOSES.

2. ACCESS TO THE SITE SHALL BE GRANTED FOR THE GEOTECHNICAL ENGINEER TO OBSERVE ALL GRADING OPERATIONS AND THE REQUIRED TESTING FOR IMPLEMENTING THE RECOMMENDATIONS OF THE AFOREMENTIONED GEOTECHNICAL REPORT AND THE SPECIFICATIONS. THESE TESTS AND OBSERVATIONS SHOULD INCLUDE BUT NOT NECESSARILY BE LIMITED TO THE FOLLOWING:

   - OBSERVATION AND TESTING DURING SITE PREPARATION AND EARTHWORK.
   - CONSULTATION AS REQUIRED DURING CONSTRUCTION.
   - VERIFY THAT THE BUILDING PAD IS SUITABLE FOR CONSTRUCTION.
   - OBSERVATION OF THE PIER DRILLING OPERATION AND VERIFICATION THAT THE SOILS OF THE DESIGN BEARING CAPACITY HAVE BEEN ENCOUNTERED.

3. LOCATE ALL UTILITIES AND UNDERGROUND SERVICES PRIOR TO PIER EXCAVATION. THE ENGINEER SHALL BE NOTIFIED IN CASE OF CONFLICT.

4. CONCRETE AND REINFORCING STEEL SHALL BE PLACED IMMEDIATELY AFTER THE EXCAVATION HAS BEEN COMPLETED AND INSPECTED BY A SOILS ENGINEER TO ASSURE COMPLIANCE WITH DESIGN ASSUMPTIONS AND TO VERIFY:

   - THE BEARING STRATUM
   - THE MINIMUM PENETRATION
   - THE REMOVAL OF ALL SMEAR ZONES AND CUTTINGS
   - THAT GROUNDWATER SEEPAGE IS CORRECTLY HANDLED
   - THE COMPETENCE OF THE BEARING STRATUM FOR THE FULL SECTION OF THE DESIGN PENETRATION

5. JOINTS IN CONCRETE ABUTTING THE BUILDING SHALL BE THOROUGHLY SEALED TO PREVENT THE INFILTRATION OF SURFACE WATER.

6. GRADING AND SIDE WALKS ADJACENT TO THE BUILDING SHALL BE SLOPED AWAY FROM THE BUILDING. PONDING SHALL NOT BE ALLOWED ADJACENT TO THE BUILDING.

CAST-IN-PLACE REINFORCED CONCRETE

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF ACI 318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.

2. MILD STEEL REINFORCING BARS SHALL CONFORM TO ASTM A-615. NO. 3 BARS SHALL BE GRADE 40. NO. 4 AND LARGER BARS SHALL BE GRADE 60.

3. WELDED STEEL WIRE FABRIC SHALL CONFORM TO ASTM A-185. ALL WELDED STEEL WIRE FABRIC SHALL BE SUPPLIED IN FLAT SHEETS, NOT IN ROLLS.

4. MILD STEEL REINFORCEMENT AND ACCESSORIES SHALL BE DETAILED AND FABRICATED IN ACCORDANCE WITH ACI SP-66.

5. PORTLAND CEMENT SHALL BE A SINGLE BRAND CONFORMING TO ASTM C-150, TYPE 1, UNLESS OTHERWISE APPROVED.

6. NORMAL WEIGHT AGGREGATES SHALL CONFORM TO ASTM C-33. ALL CONCRETE SHALL USE NORMAL WEIGHT AGGREGATES, UNLESS NOTED OTHERWISE.

7. ALL ADDITIVES FOR AIR ENTRAINMENT, WATER REDUCTION, AND SET CONTROL SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S DIRECTIONS. THE USE OF CALCIUM CHLORIDE IS PROHIBITED.

8. MIXES SHALL BE DESIGNED TO PROVIDE CONCRETE WITH A COMPRESSIVE STRENGTH PSI AT 28 DAYS OF 4000 PSI.

9. THE MAXIMUM NOMINAL SIZE OF COARSE AGGREGATE SHALL BE AS FOLLOWS:

   - ALL OTHER CONCRETE..... 1"

10. CONCRETE EXPOSED TO WEATHER SHALL BE AIR ENTRAINED AS FOLLOWS:

    - 3/4 " MAX AGGREGATE..... 3 1/2% TO 6 1/2%
    - 1" MAX AGGREGATE..... 3% TO 6%
    - AIR CONTENT SHALL BE CHECKED BY AN A.C.I. APPROVED TESTER WITH AN AIR METER.

11. CONCRETE SLUMPS SHALL BE AS FOLLOWS:

    - RAMPS AND SLOPING SURFACES..... 3" MAX
    - CONCRETE CONTAINING SUPER PLASTICIZER..... 8" MAX
    - ALL OTHER CONCRETE..... 4" MAX

12. MILD STEEL REINFORCEMENT SHALL BE PLACED AND SECURED IN ACCORDANCE WITH CRSI "RECOMMENDED PRACTICE FOR PLACING REINFORCING BARS".

13. REINFORCING BARS NO. 11 AND SMALLER SHALL BE CONTACT LAP SPLICED 40 BAR DIAMETER, UNLESS SHOWN OTHERWISE. BARS LARGER THAN NO. 11 SHALL BE MECHANICALLY SPLICED WITH APPROVED DEVICES. WELDED WIRE FABRIC SHALL BE SPLICED BY LAPPING ONE FULL MESH AND LACING THE SPLICES WITH WIRE. ALL SPLICES SHALL BE STAGGERED.

14. WELDING OF MILD STEEL REINFORCEMENT SHALL CONFORM TO THE AMERICAN WELDING SOCIETY "STRUCTURAL WELDING CODE-REINFORCING STEEL," AWS D-1.4.

15. THE TESTING LABORATORY SHALL BE NOTIFIED AFTER THE MILD STEEL REINFORCEMENT AND EMBEDS ARE POSITIONED PRIOR TO EACH CONCRETE PLACEMENT. NO CONCRETE SHALL BE PLACED UNTIL THESE ITEMS ARE CHECKED AND APPROVED BY THE TESTING LABORATORY.

PRE-ENGINEERED METAL BUILDING

1. THE BUILDING SHALL BE A MANUFACTURER'S STANDARD PREFABRICATED METAL STRUCTURE OF THE APPROXIMATE INSIDE AREA SHOWN.

2. THE BUILDING SHALL BE DESIGNED AND FABRICATED ACCORDING TO THE CONTRACT SPECIFICATIONS, AISC, MBMA AND AISI LATEST SPECIFICATIONS. AMERICAN INSTITUTE OF STEEL CONSTRUCTION CERTIFICATION IS REQUIRED OF THE METAL BUILDING SYSTEM MANUFACTURER AND A CERTIFICATE TO VERIFY COMPLIANCE SHALL BE SUBMITTED WITH THE DESIGN ANALYSIS. THE DIMENSIONAL TOLERANCES OUTLINED IN THE AWS CODE UNDER WORKMANSHIP AND THE TOLERANCES APPLICABLE TO HOT ROLLED STEEL UNDER THE AISC "STANDARD MILL PRACTICE" SECTION SHALL BE REQUIRED IN THE FABRICATION OF THE STEEL BUILDING FRAMES.

3. THE BUILDING FRAME SHALL BE DESIGNED TO LIMIT THE LATERAL DEFLECTION TO HEIGHT/90 UNDER WIND AND SEISMIC DESIGN CRITERIA CONTAINED IN THE GENERAL NOTES.

4. A COMPLETE DESIGN ANALYSIS SHOWING ALL CALCULATIONS FOR THE RIGID FRAMES, GIRTS AND PURLINS FOR WIND AND SEISMIC LOADS AND A LAYOUT OF ANCHOR RODS AND OTHER EMBEDDED ITEMS SHALL BE SUBMITTED FOR APPROVAL WITH ALL MAIN MEMBERS, TYPICAL CONNECTIONS (SHOWING BOLT HOLES AND WELDS), AND ERECTION DRAWINGS.

5. DESIGN CALCULATIONS AND DRAWINGS SIGNED AND SEALED BY A TEXAS REGISTERED CIVIL ENGINEER SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND TO THE CONTRACTING OFFICER REPRESENTATIVE FOR PERMIT, PRIOR TO FABRICATION AND INSTALLATION CALCULATIONS SHALL CLEARLY IDENTIFY LOADS IMPOSED ON THE BUILDING STRUCTURE.

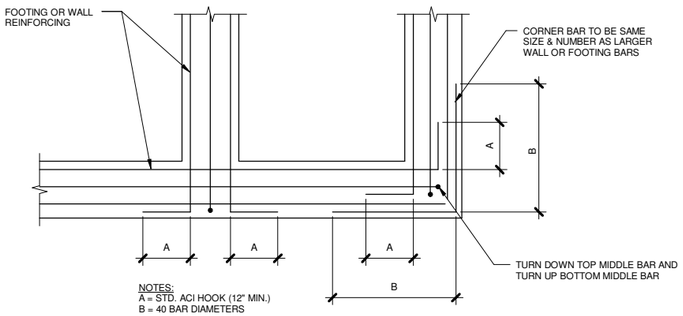
6. THE BUILDING SHALL BE DESIGNED TO SUPPORT ALL MECHANICAL EQUIPMENT. ADDITIONAL GIRTS OR PURLINS SHALL BE PLACED IN CONVENIENT LOCATIONS FOR ATTACHMENT OF ALL MECHANICAL EQUIPMENT AND FOR FRAMING OPENINGS IN METAL WALL PANELS.

7. DESIGN LOADS SHALL CONFORM WITH LIVE LOADS, WIND LOAD AND SEISMIC LOAD PARAMETERS GIVEN IN THE GENERAL NOTES PLUS COLLATERAL DEAD LOAD FROM MECHANICAL EQUIPMENT, CEILINGS AND SPRINKLERS AS APPLICABLE. LOAD COMBINATIONS AND DESIGN STRESSES SHOULD COMPLY WITH AISC SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS.

8. RIGID FRAME BASE PLATES AND ANCHOR RODS SHALL BE DESIGNED AND FURNISHED BY BUILDING MANUFACTURER. ANCHOR RODS SHALL COMPLY WITH ASTM F1554.

9. THE BUILDING MANUFACTURER SHALL BE CERTIFIED UNDER THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION METAL BUILDING SYSTEM CERTIFICATION PROGRAM (AISC FCD-90).

10. PRE-ENGINEERED METAL BUILDING MANUFACTURER SHALL PROVIDE ANCHOR ROD DESIGN AND DETAILS. ALL DETAILING, INCLUDING DIAMETER, PATTERN AND EMBEDMENT INTO CONCRETE, SHALL BE CLEARLY DEPICTED ON THE SHOP DRAWINGS.



NOTES:
A = STD. ACI HOOK (12" MIN.)
B = 40 BAR DIAMETERS

1 TYPICAL CORNER BAR DETAIL

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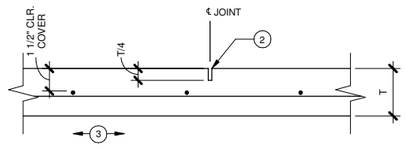

NOTES:
1. FOR SLAB THICKNESS "T", REINFORCING AND JOINT LOCATION REF. PLAN.
2. 1/8" WIDE SAWCUT AS SOON AS POSSIBLE AFTER FINISHING THE SLAB WITHOUT DISLODGING AGGREGATE. FILL SAWCUT WITH MM80 BY METZGER/ McGUIRE OR APPROVED EQUAL.
3. SUBGRADE: REF. EARTHWORK AND FOUNDATION SECTION OF GENERAL NOTES, AND GEOTECHNICAL REPORT.

2 TYPICAL SLAB ON GRADE DETAILS

NTS

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STATE OF TEXAS
JAMES C. VESTER
128858
LICENSED PROFESSIONAL ENGINEER
8/16/2023

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
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GENERAL NOTES

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Checked By: JCV	Sheet Number
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STATEMENT OF SPECIAL INSPECTIONS

THIS STATEMENT OF SPECIAL INSPECTIONS IS PREPARED IN ACCORDANCE WITH SECTION 1705 OF THE 2018 INTERNATIONAL BUILDING CODE (IBC). IT INCLUDES A SCHEDULE OF SPECIAL INSPECTIONS APPLICABLE TO THE PROJECT.

THE SPECIAL INSPECTIONS ENGINEER OF RECORD SHALL KEEP RECORDS OF SPECIFIED SPECIAL INSPECTIONS AND TESTING AND SHALL FURNISH COPIES OF INSPECTION AND TESTING REPORTS TO THE OWNER'S CONSTRUCTION REPRESENTATIVE AND TO THE APPROPRIATE DESIGN PROFESSIONALS OF RECORD UPON REQUEST. DETAILED SUMMARIES OF ALL SPECIAL INSPECTION ACTIVITIES, FINDINGS, DEFICIENCIES, AND DISCREPANCIES SHALL BE FURNISHED TO THE OWNER'S CONSTRUCTION REPRESENTATIVE AND THE APPROPRIATE DESIGN PROFESSIONALS OF RECORD AT INTERVALS NOT EXCEEDING 1 MONTH.

DISCREPANCIES FROM THE APPROVED PLANS, SPECIFICATIONS, SHOP DRAWINGS, OR DESIGN DIRECTIVES AND CODE VIOLATIONS OBSERVED DURING THE CONDUCT OF SPECIAL INSPECTIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION, TO THE ATTENTION OF THE OWNER'S CONSTRUCTION REPRESENTATIVE AND TO THE APPROPRIATE DESIGN PROFESSIONAL OF RECORD.

A FINAL REPORT OF SPECIAL INSPECTIONS DOCUMENTING COMPLETION OF THE SPECIFIED SPECIAL INSPECTIONS AND CORRECTIONS OF ANY DISCREPANCIES, DEFICIENCIES, AND CODE VIOLATIONS SHALL BE SUBMITTED AND APPROVED BY THE OWNER AND THE DESIGN PROFESSIONALS OF RECORD PRIOR TO FINAL INSPECTION.

STATEMENT OF INSPECTION SERVICES

QUALIFIED SPECIAL INSPECTORS SHALL BE EMPLOYED PER THE PROVISIONS OF THE CONSTRUCTION CONTRACT TO PERFORM INSPECTIONS IN ACCORDANCE WITH THE BUILDING CODE. INSPECTORS SHALL PERFORM ALL DUTIES AND RESPONSIBILITIES AS REQUIRED BY THE BUILDING CODE.

THE FOLLOWING SCHEDULE CONTAINS A LIST OF SPECIAL INSPECTION ACTIVITIES RELATED TO THE QUALITY ASSURANCE PLAN REQUIRED BY THE BUILDING CODE (IBC CHAPTER 17) FOR THE FABRICATION, ERECTION, AND CONSTRUCTION OF THE STRUCTURAL SYSTEMS AS GIVEN IN THE SPECIFICATIONS AND DRAWINGS OF THE PROJECT. ALL INSPECTORS SHALL BE QUALIFIED BY TRAINING AND EXPERIENCE FOR THE REQUIRED INSPECTIONS AND TEST PROCEDURES. REFER TO IBC CHAPTER 17, "SPECIAL INSPECTIONS AND TESTS", FOR SPECIFIC TEST PROCEDURES.

TESTING AND INSPECTION REPORTS SHALL BE PREPARED FOR EACH INSPECTION ITEM ON A DAILY BASIS WHENEVER WORK IS PERFORMED ON THAT ITEM. REPORTS SHALL BE DISTRIBUTED TO THE OWNER, CONTRACTOR, BUILDING OFFICIAL (IF REQUESTED), AND ARCHITECT FOR THEIR REVIEW, COMMENT, AND ACTION, AS NEEDED.

AISC CERTIFICATION IS NOT CONSIDERED TO BE FABRICATOR APPROVAL PER SECTION 1704.2.2 UNLESS SPECIFICALLY APPROVED BY THE OWNER. IN LIEU OF, OR UNTIL SUCH APPROVAL IS GRANTED, SPECIAL INSPECTION PROVISIONS FOR STRUCTURAL STEEL SHALL BE CONSIDERED TO BE APPLICABLE TO THOSE COMPONENTS FABRICATED AND / OR ASSEMBLED IN THE FABRICATION SHOP.

TABLE 1705.6
REQUIRED VERIFICATION AND INSPECTION OF SOILS

VERIFICATION AND INSPECTION TASK	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED
1. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.	-	X
2. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.	-	X
3. VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	X	-
4. PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.	-	X

TABLE 1705.2.2
REQUIRED VERIFICATION AND INSPECTION OF STEEL CONSTRUCTION OTHER THAN STRUCTURAL STEEL

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCED STANDARD
1. INSPECTION OF WELDING			
a. REINFORCING STEEL			
1) VERIFICATION OF WELDABILITY OF REINFORCING STEEL OTHER THAN ASTM A 706.	-	X	AWS D1.4 ACI 318: SECTION 3.5.2
2) REINFORCING STEEL RESISTING FLEXURAL AND AXIAL FORCES IN INTERMEDIATE AND SPECIAL MOMENT FRAMES, AND BOUNDARY ELEMENTS OF SPECIAL STRUCTURAL WALLS OF CONCRETE AND SHEAR REINFORCEMENT.	X	-	
3) SHEAR REINFORCEMENT.	X	-	
4) REINFORCING STEEL.	-	X	

TABLE 1705.3
REQUIRED VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCED STANDARD	IBC REFERENCE
1. INSPECT REINFORCEMENT, AND VERIFY PLACEMENT.	-	X	ACI 318: CH. 20, 25.2, 25.3,26.5.1-26.5.3	1908.4
2. REINFORCING WELDING: a. VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A 706; b. INSPECT SINGLE-PASS FILLET WELDS, MAXIMUM 5/16"; AND c. INSPECT ALL OTHER WELDS.	- - X	X X -	AWS D1.4 ACI 318: 26.5.4	-
3. INSPECT ANCHORS CAST IN CONRETE	-	X	ACI 318: 17.8.2	-
4. INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS a. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS. b. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4.A.	X -	- X	ACI 318: 17.8.2.4 ACI 318:17.8.2	-
5. VERIFY USE OF REQUIRED DESIGN MIX.	-	X	ACI 318: CH. 19, 26.4.3, 26.4.4	1904.1, 1904.2, 1908.2, 1908.3
6. PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	X	-	ASTM C 172 ASTM C 31 ACI 318: 26.4.5, 26.4.4	1908.10
7. INSPECT CONCRETE AND SHOTCRETE PLACEMENT TENDONS, AND VERIFY PLACEMENT.	X	-	ACI 318: 26.4.5	1908.6, 1908.7, 1908.8
8. VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.	-	X	ACI 318: 26.4.7-26.4.9	1908.9
9. INSPECT ERECTION OF PRECAST CONCRETE MEMBERS	-	X	ACI 318: CH.26.8	-
10. VERIFY IN-SITE CONCRETE STRENGTH PRIOR TO STRESSING OF TENDONS IN POST-TENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHOES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.	-	X	ACI 318: 26.10.2	-
11. INSPECT FORMWORK FOR SHAPE, LOCATION, AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.	-	X	ACI 318: 26.10.1	-

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SPECIAL INSPECTIONS

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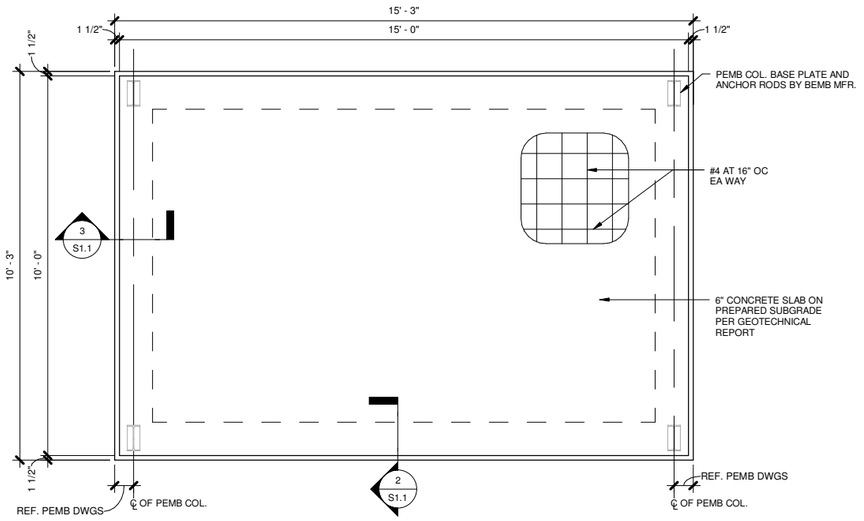
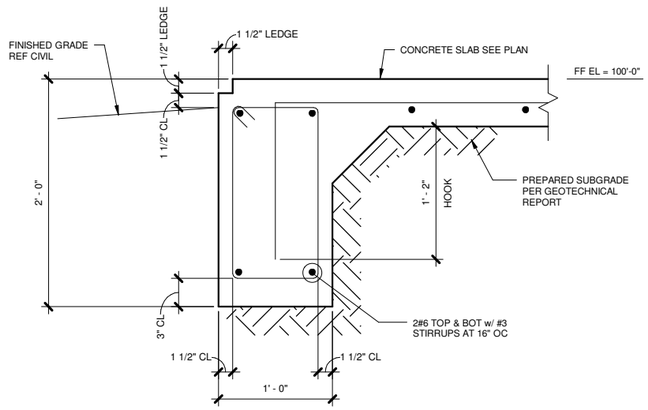


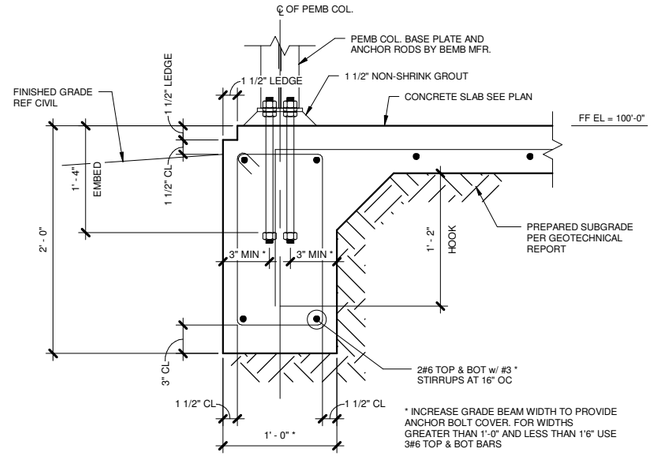
1 FOUNDATION PLAN

1/4" = 1'-0"



2 TYPICAL FOUNDATION SECTION

3/4" = 1'-0"



* INCREASE GRADE BEAM WIDTH TO PROVIDE ANCHOR BOLT COVER. FOR WIDTHS GREATER THAN 1'-0" AND LESS THAN 1'6" USE 3#6 TOP & BOT BARS

3 FOUNDATION SECTION AT PEMB COLUMN

3/4" = 1'-0"

FOUNDATION PLAN NOTES

1. DATUM ELEVATION 100'-0" = ACTUAL 86'-00' CONTRACTOR TO FIELD VERIFY.
2. REFER TO GEOTECH REPORT FOR SUBGRADE PREPARATION BENEATH SLAB.

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STATE OF TEXAS
JAMES C. VESTER
128858
LICENSED PROFESSIONAL ENGINEER

8/16/2023

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MECHANICAL BUILDING FOUNDATION PLAN & DETAILS

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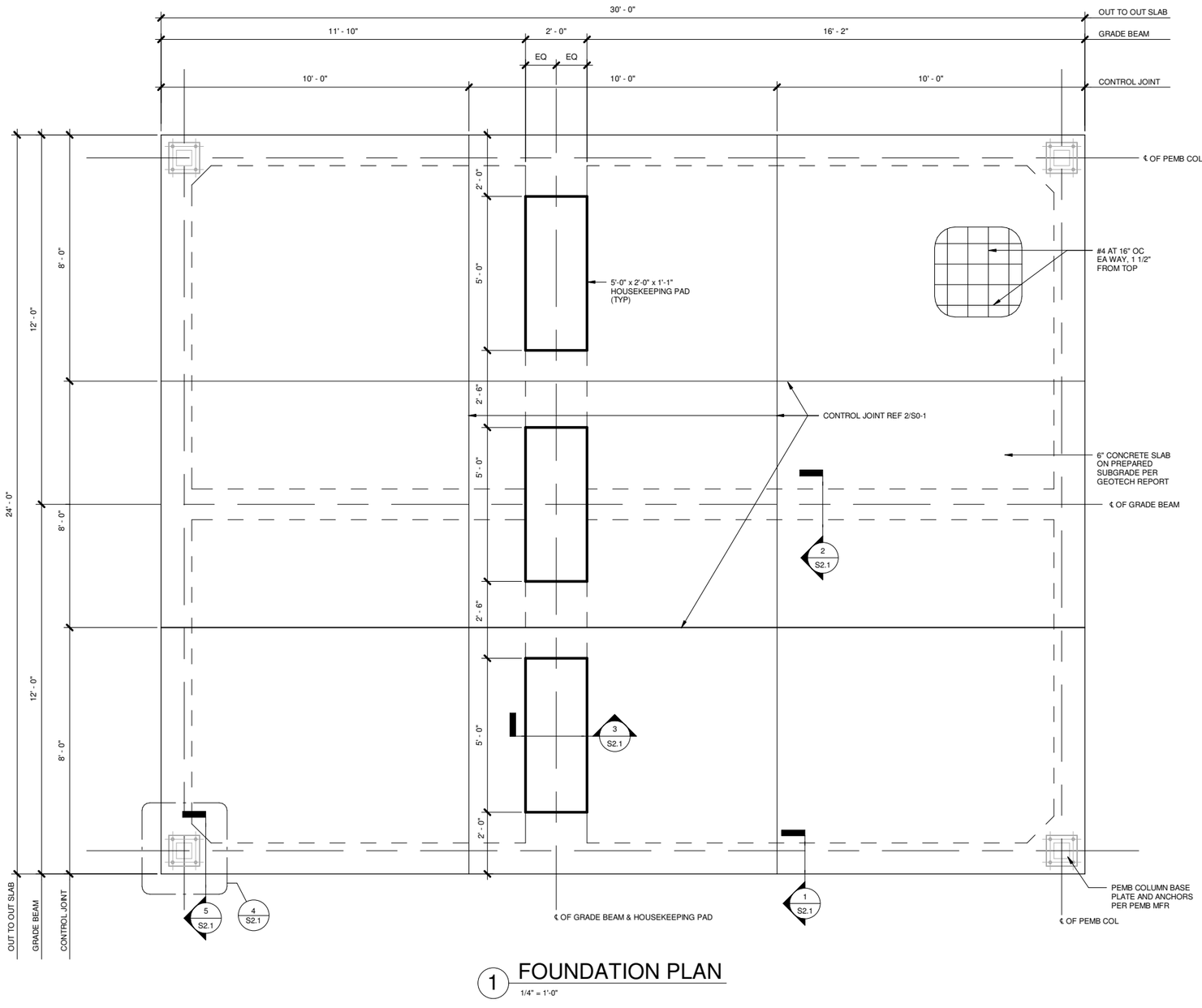

1 FOUNDATION PLAN

1/4" = 1'-0"

FOUNDATION PLAN NOTES

1. DATUM ELEVATION 100'-0" = ACTUAL 86.00' CONTRACTOR TO FIELD VERIFY.
2. REFER TO GEOTECH REPORT FOR SUBGRADE PREPARATION BENEATH SLAB.

8/16/2023

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PUMP CANOPY FOUNDATION PLAN

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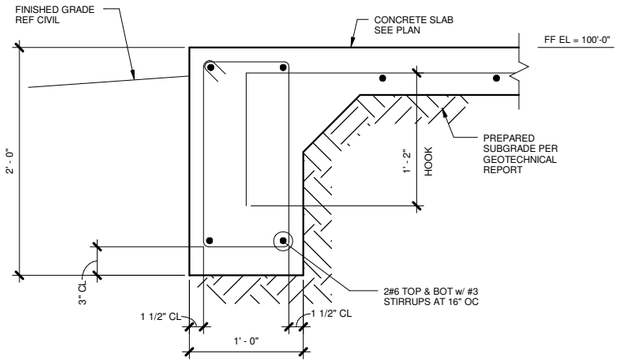
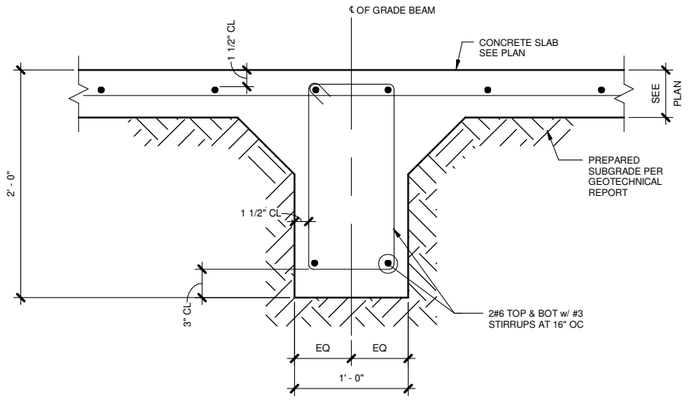


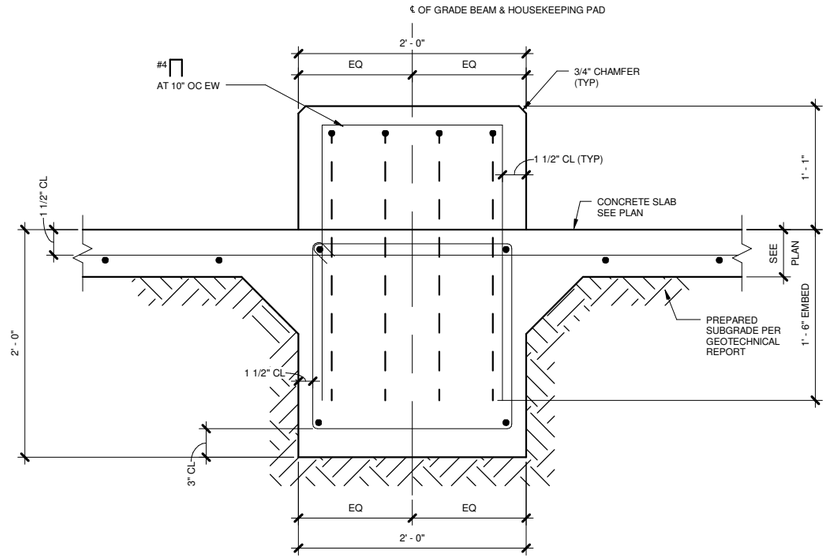
1 FOUNDATION SECTION

3/4" = 1'-0"



2 INTERIOR FOUNDATION SECTION

3/4" = 1'-0"



3 INTERIOR FOUNDATION SECTION AT HOUSE KEEPING PAD

3/4" = 1'-0"

4 FOUNDATION PLAN AT PEMB COLUMN AT CORNER

3/4" = 1'-0"

5 TYPICAL EXTERIOR GRADE BEAM SECTION AT PEMB COL.

3/4" = 1'-0"

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STATE OF TEXAS
JAMES C. VESTER
128858
LICENSED
PROFESSIONAL ENGINEER
8/16/2023

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
TBPELS FIRM #F-312

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BOOSTER PUMP STATION
FOR
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EDINBURG, TEXAS

PUMP CANOPY FOUNDATION DETAILS

Project No.: 43806.001	Issued: 8/16/2023
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ELECTRICAL GENERAL LEGEND

ALL SYMBOLS SHOWN MAY NOT APPEAR IN ALL DRAWINGS.
SYMBOLS ARE SHOWN SCHEMATIC AND MAY NOT BE TO SCALE.

PROCESS SWITCHES

- FLOAT SWITCH CLOSE ON RISING LEVEL
- FLOAT SWITCH OPEN ON RISING LEVEL
- PRESSURE SWITCH CLOSE ON RISING PRESSURE
- PRESSURE SWITCH OPEN ON RISING PRESSURE
- TEMPERATURE SWITCH CLOSE ON RISING TEMPERATURE
- TEMPERATURE SWITCH OPEN ON RISING TEMPERATURE
- FLOW SWITCH CLOSE ON INCREASE IN FLOW
- FLOW SWITCH OPEN ON INCREASE IN FLOW
- VIBRATION SWITCH OPEN ON RISING VIBRATION
- VIBRATION SWITCH CLOSE ON RISING VIBRATION
- TORQUE SWITCH OPEN ON HIGH TORQUE
- TORQUE SWITCH CLOSE ON HIGH TORQUE
- NORMALLY CLOSED LIMIT SWITCH
- NORMALLY CLOSED HELD OPEN LIMIT SWITCH
- NORMALLY OPEN LIMIT SWITCH
- NORMALLY OPEN HELD CLOSED LIMIT SWITCH

HAND SWITCHES

- NORMALLY OPEN MOMENTARY PUSHBUTTON
- NORMALLY CLOSED MOMENTARY PUSHBUTTON
- THREE POSITION SELECTOR SWITCH (xoo) x - DENOTES POSITION CONTACTS CLOSED; o - DENOTES POSITION CONTACTS OPENED
- TWO POSITION SELECTOR SWITCH (xo) x - DENOTES POSITION CONTACTS CLOSED; o - DENOTES POSITION CONTACTS OPENED
- MUSHROOM HEAD PUSHBUTTON
- PUSH-PULL PUSHBUTTON MAINTAINED CONTACT
- PADLOCK SWITCH (xox) x - DENOTES POSITION CONTACTS CLOSED; o - DENOTES POSITION CONTACTS OPENED
- PULL CORD SWITCH
- STOP-LOCKOUT PUSHBUTTON
- SPRING-RETURN (xoo) x - DENOTES POSITION CONTACTS CLOSED; o - DENOTES POSITION CONTACTS OPENED

RELAYS

RELAY COIL (d / a / b / c)
a = TYPE
CR - CONTROL RELAY
TD - TIME DELAY RELAY
M - MOTOR STARTER COIL
L - MOTOR STARTER COIL - LOW SPEED
H - MOTOR STARTER COIL - HIGH SPEED
F - MOTOR STARTER COIL - FORWARD
R - MOTOR STARTER COIL - REVERSE

b = TDON - TIME DELAY ON ENERGIZATION
TDOFF - TIME DELAY ON DEENERGIZATION

c = TIMING RANGE/SETTING
d = DESCRIPTION

- NORMALLY OPEN CONTROL CONTACT
- NORMALLY CLOSED CONTROL CONTACT
- NOTC — TIME DELAY SWITCH NORMALLY OPEN TIMED CLOSING
- NCTO — TIME DELAY SWITCH NORMALLY CLOSED TIMED OPENING
- NOTO — TIME DELAY SWITCH NORMALLY OPEN TIMED OPENING
- NCTC — TIME DELAY SWITCH NORMALLY CLOSED TIMED CLOSING

TERMINAL BLOCKS

- TERMINAL IN PLC/PCM PANEL
- TERMINAL IN MOTOR CONTROL CENTER
- TERMINAL IN LOCAL STARTER CONTROL PANEL
- TERMINAL AT FIELD DEVICE
- TERMINAL IN RTU
- TERMINAL IN FIELD PANEL
- TERMINAL IN (USER CHOICE)
- DIGITAL BUS CONNECTOR (•M)
  - • = D - DEVICENET
  - • = PA - PROFIBUS PA
  - • = DP - PROFIBUS DP
  - • = H1 - FOUNDATION FIELDBUS H1
  - • = H2 - FOUNDATION FIELDBUS H2

PILOT LIGHTS

- PILOT LIGHT (a)
  - a = LENS COLOR
  - R = RED
  - G = GREEN
  - W = WHITE
  - A = AMBER

MISC

- SOLENOID
- METER UNIT (M) M = TYPE
- MOTOR (HP)
- CIRCUIT BREAKER
- DISCONNECT
- FUSE
- TRANSIENT SURGE PROTECTION
- MOTOR WINDING HEATER (MWH-•) • - MOTOR TAG I.D.
- SPACE HEATER
- VARISTOR
- CAPACITOR
- RESISTOR
- BATTERY
- DIODE
- MOTOR OVERLOAD HEATERS
- OVERLOAD CONTACT
- DRAWOUT CONNECTION
- GROUND
- LIGHTNING ARRESTOR
- CONTROL POWER TRANSFORMER (H1 H3 H2 H4 / X1 X2)
- ETM — ELAPSED TIME METER (KI-•)

LEVEL

- ULTRASONIC LEVEL METER
- PRESSURE TRANSMITTER X/X/X

FLOW

- ULTRASONIC DOPPLER
- ULTRA-SONIC TRANSIT TIME
- MM — MAGNETIC FLOW METER
- FLOAT
- LEVEL TRANSMITTER
- GDC — GAS DETECTOR MONITOR ALARM CONTROLLER
- GS — GAS DETECTOR SENSOR

POWER

- DUPLEX RECEPTACLE - 20A/125V/1P/3W/G NEMA 5-20R. MOUNT 15'AFF
- 220 RECEPTACLE - 20A/125V/1P/3W/G NEMA 5-20R. MOUNT 15'AFF
- WP — DUPLEX RCPT. GFI/WATER PROOF - 20A/125V/1P/3W/G NEMA 5-20R. MOUNT 15'AFF
- QUADRAPLEX RECEPTACLE (TWO DUPLEX RCPTS. UNDER ONE COVERPLATE). MOUNT 15'AFF
- ISOLATED GROUND QUADRAPLEX RECEPTACLE (TWO DUPLEX RCPTS. UNDER ONE COVERPLATE). MOUNT 15'AFF
- SPECIAL PURPOSE RECEPTACLE (NEMA NO. OR RATING AS INDICATED). MOUNT 15'AFF
- J — JUNCTION BOX - SIZE & MOUNTING AS REQUIRED
- 30/-/3 — DISCONNECT SWITCH - 30/-/3 INDICATES 30A, 3-POLE, NONFUSED; 30/30/3 INDICATES 30A, 3-POLE, 30A FUSE. PROVIDE WITH 316 STAINLESS STEEL.
- CB 30/3 — CIRCUIT BREAKER DISCONNECT SWITCH - THERMAL MAGNETIC CB IN NEMA 1 ENCL; AMPS/POLES AS INDICATED. PROVIDE WITH 316 STAINLESS STEEL.
- 30/30/3 — DISCONNECT SWITCH - 30/30/3 INDICATES 30A, 3-POLE, 30A FUSE.PROVIDE WITH 316 STAINLESS STEEL.
- 2 — MOTOR STARTER FVNR UNO; NUMBER INDICATES NEMA SIZE
- CB — COMBINATION MOTOR CONTROLLER/DISCONNECT SWITCH
- PANELBOARD
- TRANSFORMER
- VCP — VENDOR CONTROL PANEL
- (2 #12, 1 #12G, 3/4"C. 20A/1P CB UNO)
- X,X,X — THREE SINGLE POLE DEVICE CIRCUIT NUMBERS
- MULTI-POLE DEVICE CIRCUIT NUMBERS

POWER (CONTINUED)

- MAG — MAG METER
- PP — UTILITY POWER POLE
- M — MOTOR ACTUATED VALVE
- LCP — LOCAL CONTROL PANEL
- UPB-_ — UTILITY PULL BOX - PROVIDED BY POWER UTILITY COMPANY (REFER TO NOTE A THIS SHEET)
- PPB-_ — POWER CABLING PULL BOX (* = DESIGNATION)
- CPB-_ — CONTROLS CABLING PULL BOX (* = DESIGNATION)
- H.VPB-_ — HIGH VOLTAGE CABLING PULL BOX (* = DESIGNATION)
- LOR — LOCAL - OFF - REMOTE CONTROL PANEL
- GAP — GENERATOR ANNUNCIATING PANEL
- UTILITY TRANSFORMER

LIGHTING

- STRIP FLUORESCENT LIGHT FIXTURE
- FLUORESCENT, OR HID FIXTURE CLG. OR WALL MTD.
- $ — SINGLE POLE SWITCH. MOUNT 48"AFF
- $3 — THREE WAY SWITCH. MOUNT 48"AFF
- $EP3 — THREE WAY EXPLOSION PROOF SWITCH. MOUNT 48"AFF
- PE — PHOTO ELECTRIC CELL MOUNTED AT 14' AFF.
- TC — TIME CLOCK

COMMUNICATION

- TELEPHONE/DATA OUTLET.
- TELEPHONE OUTLET.
- DATA OUTLET.
- O/O — ON OR OFF
- DS — DOOR SWITCH

COMMUNICATION (CONTINUED)

- TGB — TELECOMMUNICATIONS GROUNDING BUS BAR

LINE TYPES

- UNDERGROUND CONDUIT FOR POWER
- C — UNDERGROUND CONDUIT FOR INSTRUMENTATION AND CONTROLS
- CONDUIT FOR POWER
- CONDUIT FOR COMMUNICATIONS
- LIGHTING CIRCUIT
- NOHE — NEW OVERHEAD ELECTRICAL PRIMARY LINES (BY OTHERS)
- NUGE — NEW UNDERGROUND ELECTRICAL PRIMARY LINES
- EXOHE — EXISTING OVERHEAD ELECTRICAL PRIMARY LINES
- GROUNDING RING

GENERAL ABBREVIATIONS

ABS	ABOVE BACK SPLASH	CT	CONSTANT TORQUE	G	GROUND (EQUIPMENT)	LCP	LIGHTNING SURGE ARRESTOR	NIC	NOT IN CONTRACT	PP	POWER POLE	SP	SPARE	UAC	UTILITY AUTOMATIC CONTROL
AFF	ABOVE FINISHED FLOOR	EC	EMPTY CONDUIT	GEC	GROUNDING ELECTRODE CONDUCTOR	I/O	INPUT/OUTPUT	TYP	TYPICAL	PPB	POWER/FEEDER PULL BOX	ST(S.T.)	SHUNT TRIP	WP	WEATHERPROOF
BFC	BELOW FINISHED CEILING	EGC	EQUIPMENT GROUNDING CONDUCTOR	GFI	GROUND FAULT INTERRUPTER	MCC	MOTOR CONTROL CENTER	EP	ELECTRICAL PRIMARY	RCPT(S)	RECEPTACLE(S)	SW	SWITCH	XFMR	TRANSFORMER
C	CONDUIT	MFM	MULTI-FUNCTIONAL METER	HMI	HUMAN / MACHINE INTERFACE	MTD	MOUNT OR MOUNTED	NL	NIGHT LIGHT	RTU	REMOTE TERMINAL UNIT	UF	UNDERFLOOR	UNO	UNLESS NOTED OTHERWISE
CB	CIRCUIT BREAKER	EX	EXISTING	IC	INTERRUPTING CAPACITY	NC (N.C.)	NORMALLY CLOSED	NO (N.O.)	NORMALLY OPEN	RW (R.W.)	RACEWAY(S)	UG	UNDERGROUND	VFD	VARIABLE FREQUENCY DRIVE
CLG	CEILING	F	FUSE	IG	ISOLATED GROUND	NF	NONFUSED	PL	PRIMARY LOOP	PNL	PANEL BOARD	WG	WIRE GUARD	VT	VARIABLE TORQUE
		F.E.M.	FIBERGLASS ENCLOSURE MANUFACTURER	IPB	INSTRUMENTATION PULL BOX					SO (S.O.)	SPACE ONLY				

NOTE A) CONTRACTOR SHALL INCLUDE IN HIS BID TO OWNER, ALL THE REQUIRED WORK AND MATERIAL TO INSTALL ELECTRICAL UTILITIES. WORK AND MATERIAL SHALL INCLUDE BUT NOT BE LIMITED TO: EXCAVATION AND BACKFILL, CONDUIT PVC/RIGID LONG RADIUS ELBOWS, CONCRETE FOUNDATION, AND CONDUIT BUSHINGS. ALL UTILITY COSTS SHALL BE IN CONTRACTOR'S BID. NO CHANGE ORDER REQUESTS WILL BE ALLOWED.

STATE OF TEXAS
ADRIAN GARZA BARRERA
140303
LICENSED
PROFESSIONAL ENGINEER
2/20/24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
TBPELS FIRM #F-312

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ELECTRICAL GENERAL NOTES AND LEGENDS

Project No.: 43806.001	Issued: 02/20/2024
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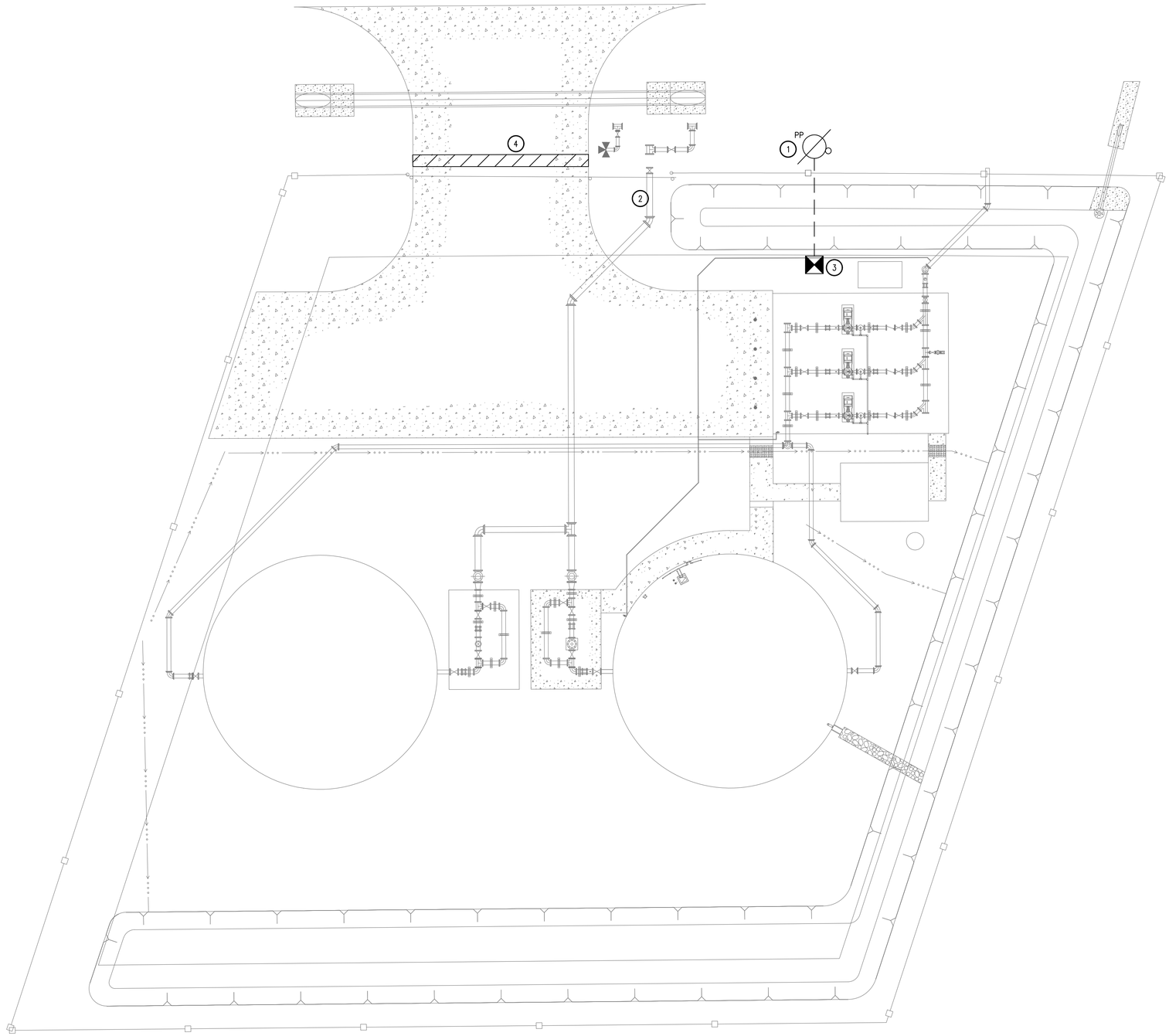

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SCALE: 1"=20' 11"X17"

01 ELECTRICAL OVERALL SITE PLAN
SCALE: 1"=10' 22"X34"
SCALE: 1"=20' 11"X17"

GENERAL NOTES:

A. INFORMATION ON THIS PLAN HAS BEEN OBTAINED FROM EXISTING DRAWINGS AND SITE SURVEY. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK. ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND CONSTRUCTIONS DOCUMENTS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER.

B. CONTRACTOR SHALL KEEP THE ENTIRE CONSTRUCTION SITE CLEAN AT ALL TIMES.

C. COORDINATION AMONG OTHER CONSTRUCTION DISCIPLINES PRIOR TO COMMENCING WORK IS MANDATORY.

D. ELECTRICAL CONTRACTOR SHALL INCLUDE IN HIS BID TO OWNER ALL FEED AND CONSTRUCTION COSTS CHARGED BY UTILITY COMPANY FOR MAIN LINE EXTENSIONS AND NEW SERVICE INSTALLATION.

E. ELECTRICAL CONTRACTOR SHALL CONTACT UTILITY COMPANY SERVICE REPRESENTATIVE AND COORDINATE SERVICE INSTALLATION PRIOR TO COMMENCING WORK.

F. PROVIDE UNDERGROUND SERVICE LATERAL CONDUIT AND TRENCHING, AND INSTALL PER MAGIC VALLEY ELECTRIC COOP. (ELECTRICAL UTILITY) SERVICE STANDARDS.

G. INSTALL ALL UNDERGROUND CONDUIT, CONDUCTORS, AND CABLE AS SPECIFIED, PER DIVISION 16.

H. WHERE UNDERGROUND CONDUIT IS INSTALLED PARALLEL WITH UNDERGROUND YARD PIPING, PROVIDE 10'-0" OF CLEARANCE. COORDINATE WITH CIVIL DRAWINGS PRIOR TO INSTALLATION OF CONDUIT.

I. TO REDUCE DUCTBANK LENGTHS, DUCTBANK RE-ROUTES ARE PERMITTED PER THE FOLLOWING ENGINEER'S REQUIREMENTS.

I.A. DUCTBANK RE-ROUTE DOES NOT INTERFERE WITH YARD PIPING CLEARANCES FOR FUTURE PIPING REPLACEMENT.

I.B. DUCTBANK RE-ROUTE DOES NOT INTERFERE WITH FUTURE PROCESS FACILITIES.

I.C. DUCTBANK RE-ROUTE SHALL MAINTAIN LONG SWEEP RADIUS BENDS FOR ALL CONDUIT SIZES.

KEY NOTES: (i)

1. PROPOSED LOCATION OF NEW ELECTRICAL UTILITY POWER POLE WITH RISER. COORDINATE WITH MAGIC VALLEY ELECTRIC FOR RISER POLE REQUIREMENTS AND FEES ASSOCIATED WITH THIS INSTALLATION. ANY ADDITIONAL FEE FOR THE UTILITY WORK NEEDS TO BE PART OF THE ELECTRICAL BID.

   CONTACT INFORMATION:
   juancarlosjimenez@magicvalley.coop,
   OFFICE:(956)289-4057.

2. NEW UNDERGROUND SERVICE CONDUCTORS BY MAGIC VALLEY ELECTRIC. REFER TO SHEET E4.2 FOR FEEDER SCHEDULE.

3. PROPOSED LOCATION OF NEW UTILITY SERVICE TRANSFORMER. REFER TO UTILITY COMPANY FOR TRANSFORMER PAD REQUIREMENTS.

4. ALL ELECTRICAL CONDUIT BELOW ROADWAYS SHALL BE CONCRETE ENCASED.

STATE OF TEXAS
ADRIAN GARZA BARRERA
140303
LICENSED
PROFESSIONAL ENGINEER
2/20/24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
TBPELS FIRM #F-312

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ELECTRICAL SITE PLAN

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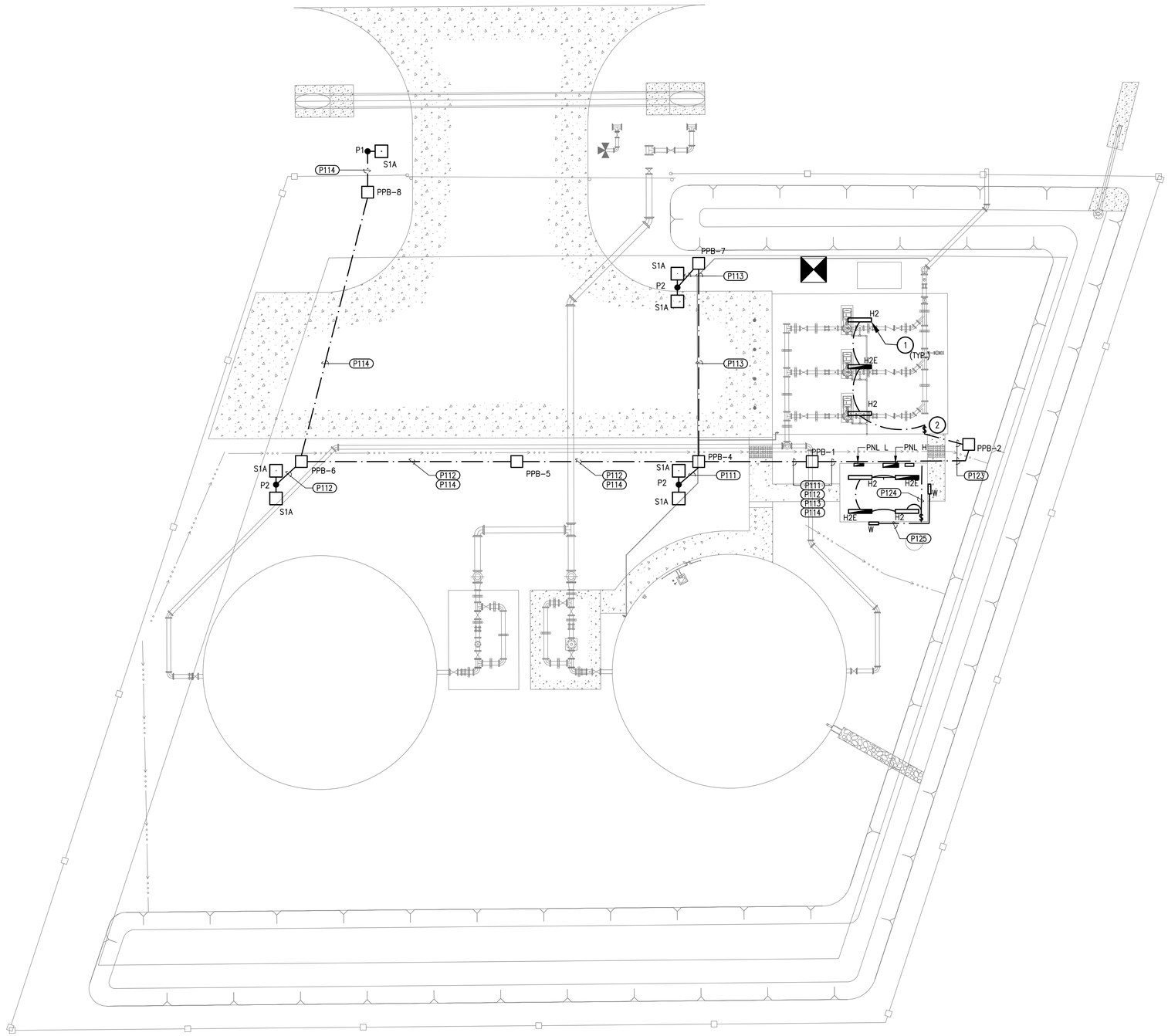

01 ELECTRICAL LIGHTING PLAN
SCALE: 1"=10' 22"X34"
SCALE: 1"=20' 11"X17"

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SCALE: 1"=10' 22"X34"
SCALE: 1"=20' 11"X17"

GENERAL NOTES:

A. INSTALL ALL UNDERGROUND CONDUIT, CONDUCTORS, AND CABLE AS SPECIFIED PER DIVISION 16.

B. PROVIDE FOUNDATIONS FOR ALL LIGHT POLES SHOWN ON DRAWINGS 05/E5.1. REFER TO STRUCTURAL DRAWINGS FOR FOUNDATION DETAILS.

C. WHERE UNDERGROUND CONDUIT IS INSTALLED PARALLEL WITH UNDERGROUND YARD PIPING, PROVIDE 10-FEET OF CLEARANCE.

D. REFER TO POWER PLAN ON SHEET E301 FOR ADDITIONAL CONDUITS ROUTED THROUGH PPB.

KEY NOTES: (#)

1. TYPICAL OF LIGHT FIXTURES. MOUNT BELOW CANOPY STRUCTURE. REFER TO MANUFACTURER RECOMMENDATIONS FOR MOUNTING REQUIREMENTS.

2. FURNISH AND INSTALL SINGLE POLE TOGGLE SWITCH IN WEATHER PROOF ENCLOSURE FOR CANOPY STRUCTURE LIGHTING.

STATE OF TEXAS
ADRIAN GARZA BARRERA
140303
LICENSED
PROFESSIONAL ENGINEER
2/20/24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
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ELECTRICAL LIGHTING PLAN

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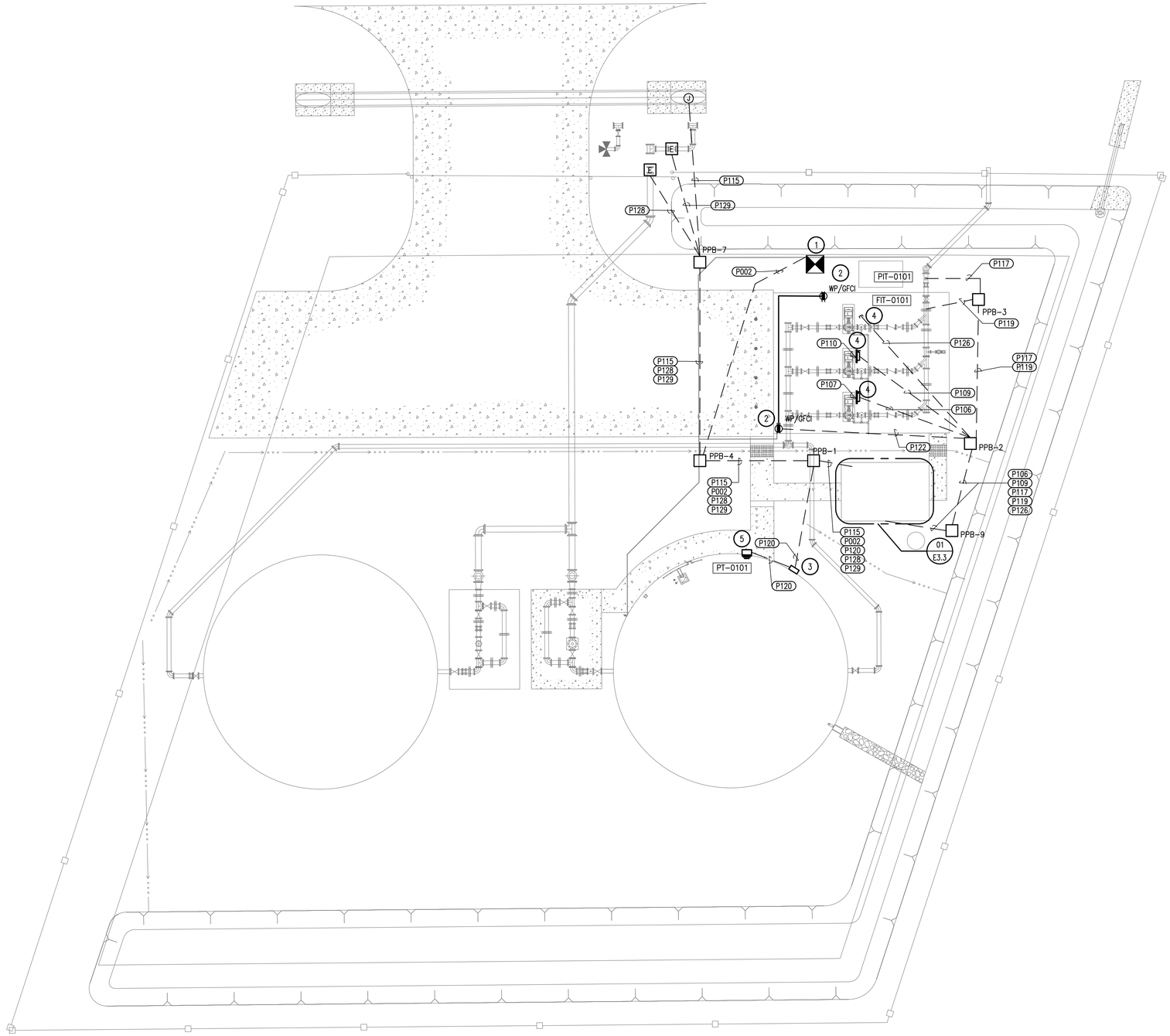

01 ELECTRICAL POWER PLAN
SCALE: 1"=10' 22"X34"
SCALE: 1"=20' 11"X17"

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SCALE: 1"=10' 22"X34"
SCALE: 1"=20' 11"X17"

GENERAL NOTES:

A. REFER TO POWER FEEDER SCHEDULES FOR CONDUIT AND WIRE SIZES.

B. ALL CONDUIT ROUTINGS, AND WIRING TERMINATION ARE SHOWN FOR ESTIMATING PURPOSES ONLY. CONTRACTOR SHALL PROVIDE ALL RACEWAYS, FITTINGS, AND EQUIPMENT NECESSARY FOR A COMPLETE AND FUNCTIONAL SYSTEM.

C. ALL EXPOSED CONDUIT TO BE GRC/PVC COATED.

D. REFER TO LIGHTING PLAN ON SHEET E201 FOR ADDITIONAL CONDUITS ROUTED THROUGH PPB.

KEY NOTES:

1. UTILITY TRANSFORMER. REFER TO ONE LINE DIAGRAM ON SHEET E401.
2. FURNISH AND INSTALL WEATHERPROOF GFCI IN CANOPY COLUMN AT 18" A.F.F.
3. FURNISH AND INSTALL 8"X8"X4" NEMA 4X JUNCTION BOX.
4. PROVIDE A 100/3/4X/600V NON-FUSED DISCONNECT SWITCH WITH N.C. RELAY.
5. PROVIDE PRESSURE TRANSMITTER MOUNTED ON THE GST WALL AS ACCEPTED BY THE TANK MANUFACTURER.

STATE OF TEXAS
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140303
LICENSED
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THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
TBPELS FIRM #F-312

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ELECTRICAL POWER PLAN

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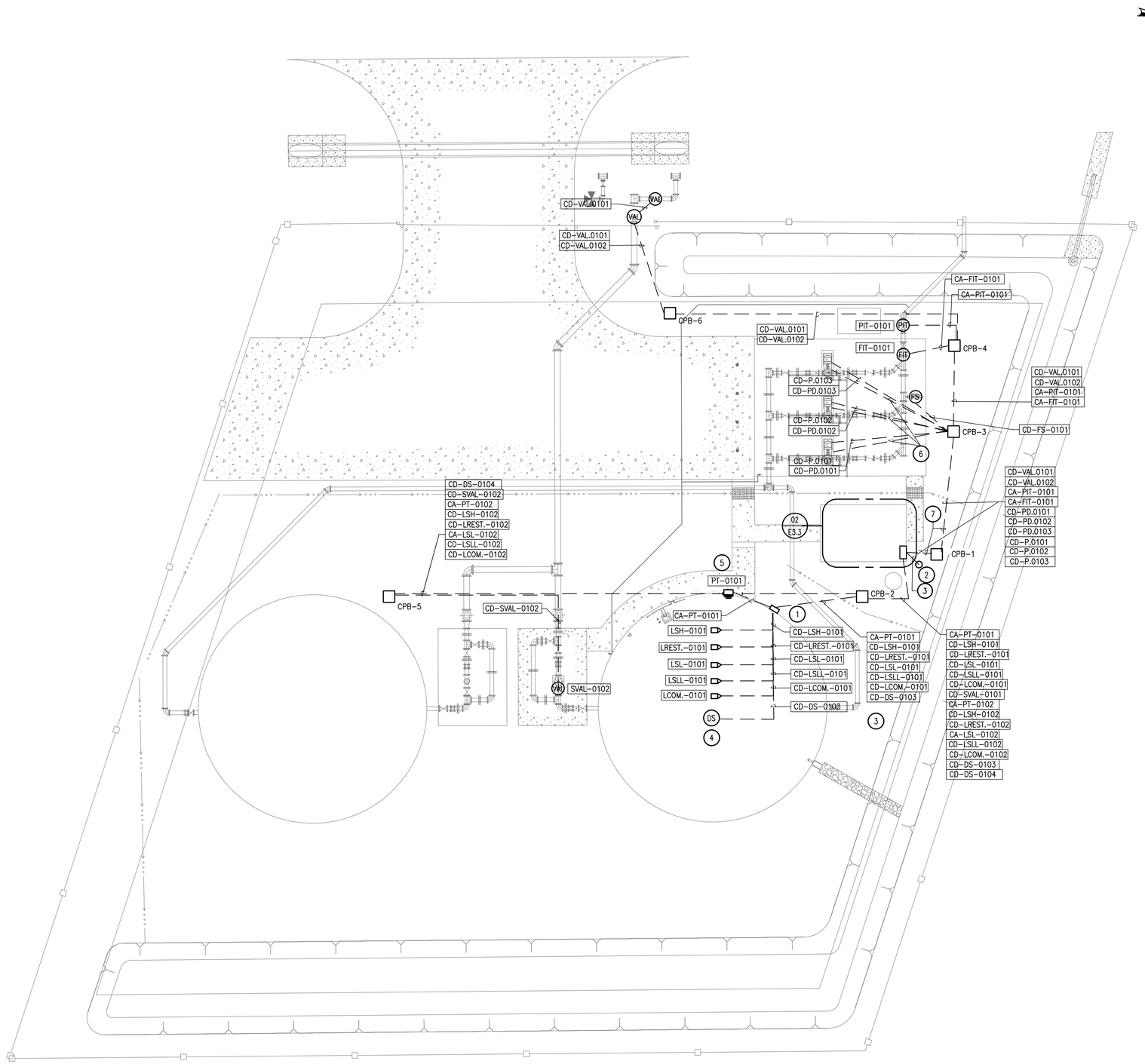

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SCALE: 1"=20' 11"X17"

01 ELECTRICAL CONTROL PLAN

SCALE: 1"=10' 22"X34"
SCALE: 1"=20' 11"X17"

GENERAL NOTES:

A. CONTRACTOR SHALL INCLUDE IN HIS BID TO OWNER THE COST OF ALL CONTROL PANELS, DEVICES, NETWORK CABLING AND LOW OR LINE VOLTAGE WIRING FOR A COMPLETE LIGHTING CONTROL SYSTEM AS SPECIFIED. REFER TO MANUFACTURERS WIRING DIAGRAMS AS INSTALLATION MANUALS PRIOR TO BID.

B. ALL PROPOSED CONTROL AND POWER WIRING FOR SITE LIGHTING SHALL BE ROUTED THROUGH LIGHTING CONTRACTOR ENCLOSURE 'LC-1'. ALL LIGHTING CIRCUITS SHALL CONSIST OF 2 #10, 1 #10G, IN 1#C, UNO.

C. INSTALL ALL UNDERGROUND CONDUIT, CONDUCTORS, AND CABLE AS SPECIFIED PER DIVISION 16.

D. PROVIDE FOUNDATIONS FOR ALL LIGHT POLES SHOWN ON DRAWINGS. REFER TO STRUCTURAL DRAWINGS FOR FOUNDATION DETAILS.

E. WHERE UNDERGROUND CONDUIT IS INSTALLED PARALLEL WITH UNDERGROUND YARD PIPING, PROVIDE 10-FEET OF CLEARANCE.

F. SITE CABLING SHALL BE SEGREGATED BY VOLTAGE CLASS IN SEPARATE RACEWAY AS FOLLOWS.
- 480VAC IN PLANT CABLING.
- 120VAC POWER CABLING.
- 120VAC DISCRETE CONTROLS CABLING.
- 24VAC DISCRETE CONTROLS CABLING.
- 4-20mA ANALOG SHIELDED CABLING.

KEY NOTES: (f)

1. FURNISH AND INSTALL INSTRUMENTATION 8"X8"X4" NEMA 4X JUNCTION BOX.
2. SCADA YAGI UDA ANTENNA TO BE SUPPLIED BY MUNICIPAL PUMP & CONTROL (MPC). PROVIDE ALL NECESSARY RACEWAY AND ASSOCIATE ANTENNA SUPPORT,SHIELDED RG6 COAXIAL CABLE, AND ASSOCIATED LINE SURGE PROTECTION DEVICES WITHIN A 12"X12"X4" NEMA-4X 316 SS ENCLOSURE.
3. FURNISH AND INSTALL A 2" CONDUIT WITH AND OUTSIDE PLANT LOW LOSS R.F COAX CABLE, WITH INDUSTRIAL RATED COAX CABLE CONNECTORS. TO BE SUPPLIED BY MUNICIPAL PUMP & CONTROL (MPC).\
4. COORDINATE WITH TANK MANUFACTURER TO PROVIDE COMPATIBLE GROUND STORAGE TANK OPEN DOOR ALARM SWITCH.
5. PROVIDE PRESSURE TRANSMITTER MOUNTED ON THE GST WALL AS ACCEPTED BY THE TANK MANUFACTURER.
6. PROVIDE (1) 3/4" CONDUIT WITH PULL STRING.
7. PROVIDE (1) 1" CONDUIT WITH PULL STRING.

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140303
LICENSED
PROFESSIONAL ENGINEER
2/20/24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
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ELECTRICAL CONTROL PLAN

Project No.: 43806.001	Issued: 02/20/2024
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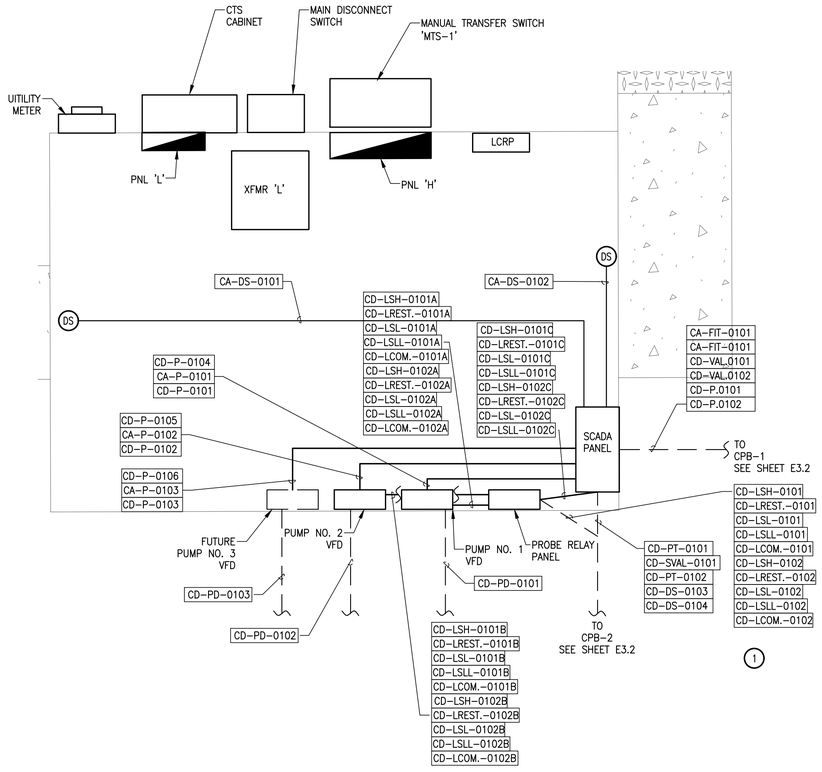
GENERAL NOTES:

A. REFER TO POWER FEEDER SCHEDULES FOR CONDUIT AND WIRE SIZES.

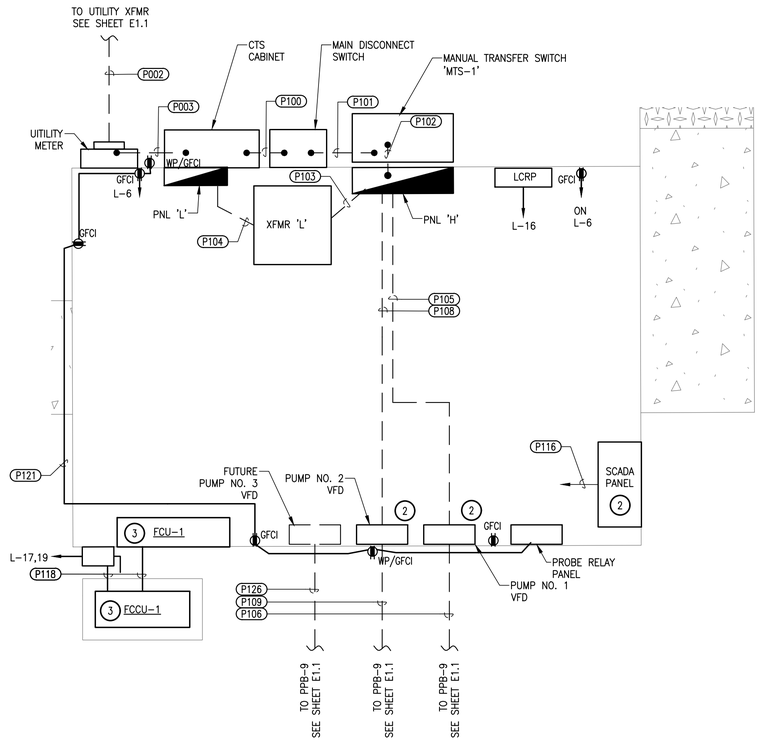
B. ALL CONDUIT ROUTINGS, AND WIRING TERMINATION ARE SHOWN FOR ESTIMATING PURPOSES ONLY. CONTRACTOR SHALL PROVIDE ALL RACEWAYS, FITTINGS, AND EQUIPMENT NECESSARY FOR A COMPLETE AND FUNCTIONAL SYSTEM.

C. ALL EXPOSED CONDUIT TO BE GRC/PVC COATED.



02 ELECTRICAL CONTROL PLAN ENLARGEMENT

SCALE: 1/2" = 1'-0" 22"X34"
SCALE: 1/2" = 2'-0" 11"X17"



01 ELECTRICAL POWER PLAN ENLARGEMENT

SCALE: 1/2" = 1'-0" 22"X34"
SCALE: 1/2" = 2'-0" 11"X17"

KEY NOTES: (#)

1. FURNISH AND INSTALL A 2" CONDUIT WITH AN OUTSIDE PLANT LOW LOSS R.F. COAX CABLE CONNECTORS. CONTRACTOR SHALL PROVIDE COAX CABLE SELECTION IN COORDINATION WITH R.F. SIGNAL PROPAGATION STUDY AND EQUIPMENT SUBMITTAL PROCESS.

2. SCADA, PROBES, PROBE RELAY PANEL AND VFD UNITS TO BE SUPPLIED BY MUNICIPAL PUMP & CONTROL (MPC).

   CONTACT INFORMATION:

   DEWAYNE WARDEN
   MUNICIPAL PUMP & CONTROL, INC.
   EMAIL: dewayne@mpcinc.us.com
   OFFICE: 956-790-8430
   FAX: 956-790-8431
   MOBILE: 956-537-6284

3. REFER TO EQUIPMENT CONNECTION SCHEDULE ON SHEET E-403 FOR ELECTRICAL REQUIREMENTS.

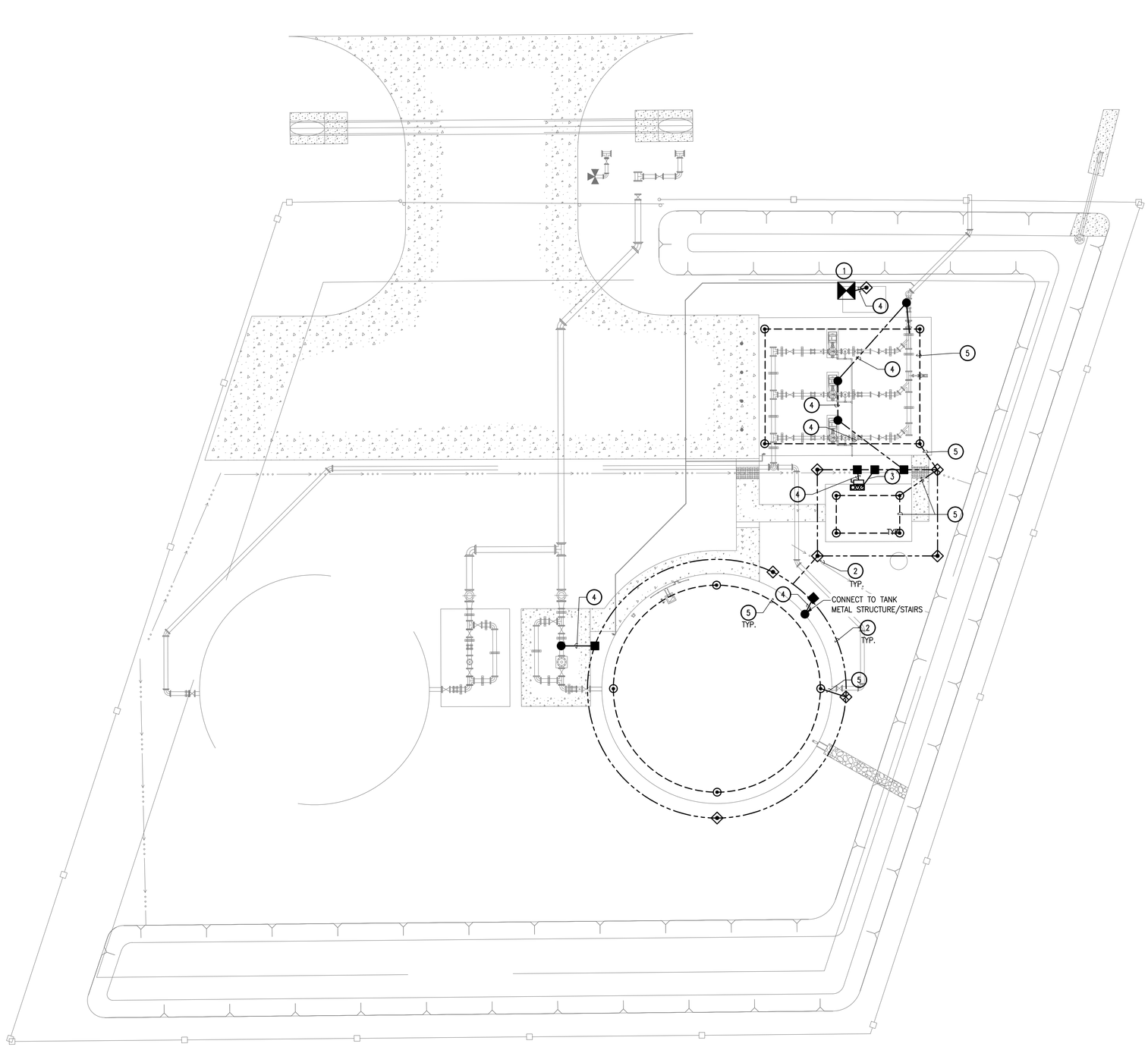
STATE OF TEXAS
ADRIAN GARZA BARRERA
140303
LICENSED
PROFESSIONAL ENGINEER
2/20/24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
TBPELS FIRM #F-312

LA COMA
BOOSTER PUMP STATION
FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS
ELECTRICAL ENLARGEMENT PLANS

Project No.: 43806.001	Issued: 02/20/2024
Drawn By: GRIII	E3.3
Checked By: AG	
Scale: AS SHOWN	Sheet Number



GENERAL NOTES:

A. REFER TO POWER FEEDER SCHEDULES FOR CONDUIT AND WIRE SIZES.

B. ALL CONDUIT ROUTINGS, AND WIRING TERMINATION ARE SHOWN FOR ESTIMATING PURPOSES ONLY. CONTRACTOR SHALL PROVIDE ALL RACEWAYS, FITTINGS, AND EQUIPMENT NECESSARY FOR A COMPLETE AND FUNCTIONAL SYSTEM.

C. ALL EXPOSED CONDUIT TO BE GRC/PVC COATED.

KEY NOTES:

1. UTILITY TRANSFORMER. REFER TO ONE LINE DIAGRAM ON SHEET E401.
2. PROVIDE A 1–#1/0 BARE COPPER GROUNDING CONDUCTOR.
3. PROVIDE A 1–#2 BARE COPPER GROUNDING CONDUCTOR.
4. PROVIDE A 1–#6 BARE COPPER GROUNDING CONDUCTOR.
5. PROVIDE A CLASS 1 BRANDED UL LISTED BARE COPPER, SMOOTH WEAVE CONFIGURATION MAIN LIGHTNING CONDUCTOR

GROUNDING LEGEND:

- LIGHTNING PROTECTION AT TERMINAL
- GROUND ROD
- EQUIPMENT GROUND POINT
- GROUND LOOP THERMOWELD FOR GROUND CONDUCTOR TAP
- GROUND BUS BAR
- TEST WELL
- GROUNDING RING
- CLASS 1 BRANDED UL LISTED BARE COPPER, SMOOTH WEAVE CONFIGURATION

01 ELECTRICAL GROUNDING & LIGHTNING PROTECTION PLAN

SCALE: 1"=10' 22"X34"
SCALE: 1"=20' 11"X17"

STATE OF TEXAS
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140303
LICENSED
PROFESSIONAL ENGINEER
2/20/24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
TBPELS FIRM #F-312

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ELECTRICAL GROUNDING & LIGHTNING PROTECTION PLAN

Project No.: 43806.001	Issued: 02/20/2024
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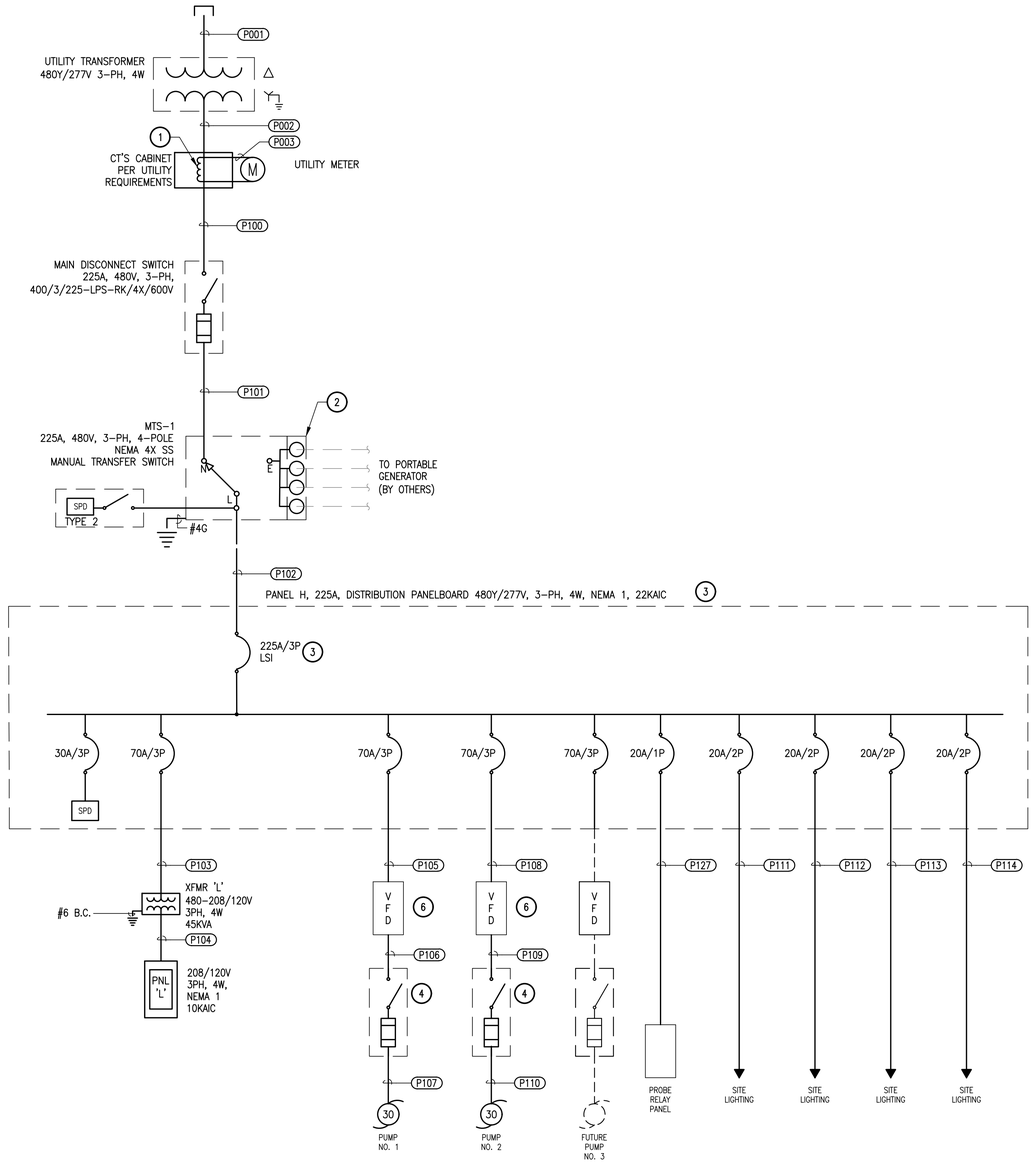

01 ELECTRICAL ONE-LINE DIAGRAM
N.T.S.

KEY NOTES: (E)

1. FURNISH AND INSTALL MAGIC VALLEY ELECTRIC METER. ELECTRICAL CONTRACTOR TO COORDINATE ALL REQUIREMENTS WITH POWER UTILITY COMPANY.
2. FURNISH AND INSTALL 225A, 480V, 3-PHASE MANUAL TRANSFER SWITCH WITH CAMLOCK DOCKING STATION IN 316 STAINLESS STEEL ENCLOSURE. PROVIDE WITH PHASE ROTATION MONITOR. PROVIDE TRYSTAR #GDS-1, OR APPROVED EQUAL.
3. CIRCUIT BREAKERS TYPE SHALL BE SELECTED AS REQUIRED PER APPROVED OVER-CURRENT PROTECTION DEVICE STUDY TO ENSURE MOST ACCURATE COORDINATION BETWEEN BREAKERS.
4. PROVIDE A 100/3/70-LPS-RK/4X/600V DISCONNECT SWITCH WITH N.C. RELAY.
5. REFER TO POWER FEEDER SCHEDULE ON SHEET E4.2 FOR BRANCH CIRCUIT CONDUCTORS AND CONDUIT SIZING.
6. SCADA PANEL AND VFD UNITS TO BE SUPPLIED BY MUNICIPAL PUMP & CONTROL (MPC).
   VFD ASSEMBLIES TO INCLUDE NEMA RATED ACROSS THE LINE BYPASS STARTERS AND ASSOCIATED HARDWARE.
   SCADA CONTROL PANEL TO INCLUDE EMERGENCY LOCAL CONTROL TO SUSTAIN DESIRED WATER PRESSURE VIA THE PRESSURE TRANSDUCER AND PLC.
   VFD UNITS TO INCLUDE AUXILIARY RELAY CONTACT FOR EMERGENCY SHUT DOWN DUE TO INCREASED WATER PRESSURE OR LO LEVEL LOCKOUT.

CONTACT INFORMATION:

DEWAYNE WARDEN
MUNICIPAL PUMP & CONTROL, INC.
EMAIL: dewayne@mpcinc.us.com
OFFICE: 956-790-8430
FAX: 956-790-8431
MOBILE: 956-537-6284

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halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
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ELECTRICAL ONE LINE DIAGRAM

Project No.: 43806.001	Issued: 02/20/2024
Drawn By: GRIII	E4.1
Checked By: AG	Sheet Number
Scale: AS SHOWN	

PANEL H

VOLTAGE: 480Y/277 VOLT 3 PHASE 4 WIRE — LOCATION: ELECTRICAL BUILDING
MAIN : 225 LSI BREAKER — MOUNTING: SURFACE
BUSES: MAIN – 225A — Isc = 22,000 A RMS SYM AVAILABLE

NOTES	VA:L	VA:R	VA:O	LOAD	BKR	CKT	PH	CKT	BKR	LOAD	VA:L	VA:R	VA:O	NOTES
	0	0	5854	TRANSFORMER L	70/3	1	A	2	70/3	PUMP #1	0	0	11072	
	0	0	4961	-------	--	3	B	4	--	-------	0	0	11072	
	0	0	5822	-------	--	5	C	6	--	-------	0	0	11072	
	400	0	0	SITE LIGHTING	20/2	7	A	8	70/3	PUMP #2	0	0	11072	
	400	0	0	-------	--	9	B	10	--	-------	0	0	11072	
	400	0	0	SITE LIGHTING	20/2	11	C	12	--	-------	0	0	11072	
	400	0	0	-------	--	13	A	14	70/3	FUTURE PUMP #3	0	0	11072	
	400	0	0	SITE LIGHTING	20/2	15	B	16	--	-------	0	0	11072	
	400	0	0	-------	--	17	C	18	--	-------	0	0	11072	
	200	0	0	SITE LIGHTING	20/2	19	A	20	30/3	SPD	0	0	0	
	200	0	0	-------	--	21	B	22	--	-------	0	0	0	
	0	0	0	PROVISION		23	C	24	--	-------	0	0	0	
	0	0	0	PROVISION		25	A	26		PROVISION	0	0	0	
	0	0	0	PROVISION		27	B	28		PROVISION	0	0	0	
	0	0	0	PROVISION		29	C	30		PROVISION	0	0	0	

VA:L (LIGHTING)	2800	CONNECTED	3500 DEMAND
VA:R (RECEPTACLES)	0	CONNECTED	0 DEMAND
VA:O (OTHER)	116285	CONNECTED	116285 DEMAND
VA: TOTAL	119085	CONNECTED	119785 DEMAND
AMPS: TOTAL	143	CONNECTED	144 DEMAND

L	R	O		TOTAL		
1000	0	39070	VA CONNECTED TO A PHASE	40070	VA =	145 AMPS CONNECTED TO A PHASE @ 277 VOLTS
1000	0	38177	VA CONNECTED TO B PHASE	39177	VA =	141 AMPS CONNECTED TO B PHASE @ 277 VOLTS
800	0	39038	VA CONNECTED TO C PHASE	39838	VA =	144 AMPS CONNECTED TO C PHASE @ 277 VOLTS
2800	0	116285	TOTAL	119085	VA	

NOTES:
1.–

PANEL L

VOLTAGE: 208Y/120 VOLT 3 PHASE 4 WIRE — LOCATION: AS INDICATED .SEE PLANS
MAIN: 125 AMPS BREAKER — MOUNTING: SURFACE
BUSES: MAIN – 125 A; NEUTRAL – 100% ; EQUIPMENT GROUND — Isc = 10,000 A RMS SYM AVAILABLE

NOTES	VA:L	VA:R	VA:O	LOAD	BKR	CKT	PH	CKT	BKR	LOAD	VA:L	VA:R	VA:O	NOTES
	0	0	1200	GATE SENSOR	20/1	1	A	2	20/1	FIT–0101	0	0	1200	
	0	0	1200	SCADA PANEL	20/1	3	B	4	20/1	PT–0101 TANK No1	0	0	1200	
	0	0	1200	PIT–0101	20/1	5	C	6	20/1	ELECTRICAL ROOM RECEPTACLES	0	1260	0	
	0	0	0	SPARE	30/2	7	A	8	20/1	PUMP STATION RECEPTACLES	0	360	0	
	0	0	0	SPARE	--	9	B	10	20/1	PUMP STATION LIGHTING	201	0	0	
	0	0	1200	FUTURE ULTRASONIC LEVEL TRANSD. TANK No2	20/1	11	C	12	20/1	ELECTRICAL ROOM LIGHTING	268	0	0	
	0	0	1200	FUTURE CHLORINATOR EQUIPMENT	20/1	13	A	14	20/1	ELECTRICAL ROOM EXTERIOR LIGHTING	140	0	0	
	0	0	1200	FUTURE CHLORINATOR EQUIPMENT	20/1	15	B	16	20/1	LIGHTING CONTROL PANEL	0	0	800	
	0	0	1394	HVAC FCCU–1/FCU–1	20/2	17	C	18	20/1	PROBE RELAY PANEL	0	0	500	
	0	0	1394	---	–	19	A	20	20/1	ELECTRICAL BYPASS VALVE	0	0	360	
	0	0	0	SPARE	20/1	21	B	22	20/1	ELECTRICAL BYPASS VALVE	0	0	360	
	0	0	0	SPARE	20/1	23	C	24	20/1	SPARE	0	0	0	
	0	0	0	SPARE	20/1	25	A	26	20/1	SPARE	0	0	0	
	0	0	0	SPARE	20/1	27	B	28	20/1	SPARE	0	0	0	
	0	0	0	SPARE	20/1	29	C	30	20/1	SPARE	0	0	0	
	0	0	0	PROVISION		31	A	32		PROVISION	0	0	0	
	0	0	0	PROVISION		33	B	34		PROVISION	0	0	0	
	0	0	0	PROVISION		35	C	36		PROVISION	0	0	0	
	0	0	0	PROVISION		37	A	38		PROVISION	0	0	0	
	0	0	0	PROVISION		39	B	40		PROVISION	0	0	0	
	0	0	0	PROVISION		41	C	42		PROVISION	0	0	0	

VA:L (LIGHTING)	609	CONNECTED	761 DEMAND
VA:R (RECEPTACLES)	1620	CONNECTED	1620 DEMAND
VA:O (OTHER)	14408	CONNECTED	14408 DEMAND
VA: TOTAL	16637	CONNECTED	16789 DEMAND
AMPS: TOTAL	46	CONNECTED	47 DEMAND

L	R	O		TOTAL		
140	360	5354	VA CONNECTED TO A PHASE	5854	VA =	49 AMPS CONNECTED TO A PHASE @ 120 VOLTS
201	0	4760	VA CONNECTED TO B PHASE	4961	VA =	41 AMPS CONNECTED TO B PHASE @ 120 VOLTS
268	1260	4294	VA CONNECTED TO C PHASE	5822	VA =	49 AMPS CONNECTED TO C PHASE @ 120 VOLTS
609	1620	14408	TOTAL	16637	VA	

NOTES:
1.–
2.–

LRCP NLIGHT RELAY CABINET CAT#ARP INTENC16 NLT12FCR MVOLT SC SM

RELAY NO.	PANEL BREAKER	DIGITAL SW#/BTN#	RELAY TYPE	LOAD (WATTS)	NOTES
1	H–7,9	1/1,2/1	2PL	800	EXTERIOR LIGHTING
2	H–11,13	1/2,2/2	2PL	800	EXTERIOR LIGHTING TO TURN OFF AFTER 12 AM AND TURN ON AT 6 AM.
3	H–15,17	1/3,2/3	2PL	800	EXTERIOR LIGHTING TO TURN OFF AFTER 12 AM AND TURN ON AT 6 AM.
4	H–19,21	1/4,2/4	2PL	800	EXTERIOR LIGHTING

KEY:	RELAY TYPES
(SW # / BTN) = SWITCH STATION ID # / BUTTON #	(STD) SINGLE POLE ,120/277 V , 20 A
	(2PL) 2 POLE ,208–480 V , 20 A
	(ST SEN S) SENTRY SWITCHSHORT , SINGLE POLE ,120/277 V , 20 A
	(1NC) SINGLE POLE NORMALLY CLOSED ,120/374 V , 20 A

POWER FEEDER SCHEDULE

NO.	SETS	CONDUCTORS	SIZE	FROM	TO	REMARKS
P 001	2	P: N: BY UTILITY CO. G:	4"	UTILITY POLE	UTILITY TRANSFORMER	PROVIDE WITH PULLSTRING.
P 002	1	P: 3 – #4/0 N: 1 – #4/0 G: 1 – #4	2 1/2"	UTILITY TRANSFORMER	CT'S CABINET	
P 003	1	P: N: BY UTILITY G:	1"	CT'S CABINET	METER	
P 100	1	P: 3 – #4/0 N: 1 – #4/0 G: 1 – #4	2 1/2"	CT'S CABINET	MAIN DISCONNECT SWITCH	
P 101	1	P: 3 – #4/0 N: 1 – #4/0 G: 1 – #4	2 1/2"	MAIN DISCONNECT SWITCH	MANUAL TRANSFER SWITCH (MTS–1)	
P 102	1	P: 3 – #4/0 N: 1 – #4/0 G: 1 – #4	2 1/2"	MANUAL TRANSFER SWITCH (MTS–1)	PANEL H	
P 103	1	P: 3 – #4 N: NONE G: 1 – #8	1 1/4"	PANEL H	TRANSFORMER L	
P 104	1	P: 3 – #1/0 N: 1 – #1/0 G: 1 – #6	2"	TRANSFORMER L	PANEL L	
P 105	1	P: 3 – # 4 N: NONE G: 1 – # 8	1 1/4"	PANEL H	PUMP No.1 VFD	
P 106	1	P: 3 – # 4 N: NONE G: 1 – # 8	1 1/4"	PUMP No.1 VFD	PUMP No.1 DISCONNECT	PROVDIE 2#14 TO DISABLE VFD WHEN DISCONNECT IS OPEN.
P 107	1	P: 3 – # 4 N: NONE G: 1 – # 8	1 1/4"	PUMP No.1 DISCONNECT	PUMP No.1	
P 108	1	P: 3 – # 4 N: NONE G: 1 – # 8	1 1/4"	PANEL H	PUMP No.2 VFD	
P 109	1	P: 3 – # 4 N: NONE G: 1 – # 8	1 1/4"	PUMP No.2 VFD	PUMP No.2 DISCONNECT	PROVDIE 2#14 TO DISABLE VFD WHEN DISCONNECT IS OPEN.
P 110	1	P: 3 – # 4 N: NONE G: 1 – # 8	1 1/4"	PUMP No.2 DISCONNECT	PUMP No.2	
P 111	1	P: 2 – # 10 N: NONE G: 1 – # 10	3/4"	PANEL H	SITE LIGHTING	CIRCUIT H–7,9
P 112	1	P: 2 – # 10 N: NONE G: 1 – # 10	3/4"	PANEL H	SITE LIGHTING	CIRCUIT H–11,13
P 113	1	P: 2 – # 10 N: NONE G: 1 – # 10	3/4"	PANEL H	SITE LIGHTING	CIRCUIT H–15,17
P 114	1	P: 2 – # 10 N: NONE G: 1 – # 10	3/4"	PANEL H	SITE LIGHTING	CIRCUIT H–19,21
P 115	1	P: 1 – # 10 N: 1 – # 10 G: 1 – # 10	3/4"	PANEL L	GATE SENSOR J–BOX	CIRCUIT L–1
P 116	1	P: 1 – # 10 N: 1 – # 10 G: 1 – # 10	3/4"	PANEL L	SCADA / RTU PANEL	CIRCUIT L–3
P 117	1	P: 1 – # 10 N: 1 – # 10 G: 1 – # 10	3/4"	PANEL L	PRESSURE TRANSMITTER (PIT.0101)	CIRCUIT L–5
P 118	1	P: 2 – # 10 N: NONE G: 1 – # 10	3/4"	PANEL L	HVAC UNIT	CIRCUIT L–17,19
P 119	1	P: 1 – # 10 N: 1 – # 10 G: 1 – # 10	3/4"	PANEL L	FLOW TRANSMITTER (FIT.0101)	CIRCUIT L–2
P 120	1	P: 1 – # 10 N: 1 – # 10 G: 1 – # 10	3/4"	PANEL L	ULTRASONIC LEVEL TRANSDUCER TANK No.1 (LIT.0101)	CIRCUIT L–4
P 121	1	P: 1 – # 12 N: 1 – # 12 G: 1 – # 12	3/4"	PANEL L	ELECTRICAL ROOM RECEPTACLES	CIRCUIT L–6
P 122	1	P: 1 – # 12 N: 1 – # 12 G: 1 – # 12	3/4"	PANEL L	PUMP STATION RECEPTACLES	CIRCUIT L–8
P 123	1	P: 1 – # 10 N: 1 – # 10 G: 1 – # 10	3/4"	PANEL L	PUMP STATION LIGHTING	CIRCUIT L–10
P 124	1	P: 1 – # 12 N: 1 – # 12 G: 1 – # 12	3/4"	PANEL L	ELECTRICAL ROOM LIGHTING	CIRCUIT L–12
P 125	1	P: 1 – # 12 N: 1 – # 12 G: 1 – # 12	3/4"	PANEL L	ELECTRICAL ROOM EXTERIOR LIGHTING	CIRCUIT L–14
P 126		P: NONE N: NONE G: NONE	1 1/4"	PUMP No.3 VFD	PUMP No.3 DISCONNECT	PULL STRING AND CAP
P 127	1	P: 1 – # 12 N: 1 – # 12 G: 1 – # 12	3/4"	PANEL L	PROBE CONTROL PANEL	CIRCUIT–18
P 128	1	P: 1 – # 10 N: 1 – # 10 G: 1 – # 10	3/4"	PANEL L	ELECTRICAL BYPASS VALVE	CIRCUIT L–20
P 129	1	P: 1 – # 10 N: 1 – # 10 G: 1 – # 10	3/4"	PANEL L	ELECTRICAL BYPASS VALVE	CIRCUIT L–22

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ELECTRICAL SCHEDULES I

Project No.: 43806.001	Issued: 02/20/2024
Drawn By: GRIII	E4.2
Checked By: AG	Sheet Number
Scale: AS SHOWN	

LIGHT FIXTURE SCHEDULE

LABEL	MANUFACTURER	CATALOG NUMBER	LAMP	KELVIN	VOLTAGE	VA	DESCRIPTION
H2	LITHONIA	CLX-L48-5000LM-HEF-WDL-MVOLT-40K-80CRI-WH	LED	4000K	120	67	4' STRIP,LED,5000 LUMENS PROVIDE WITH AIR CRAFT CABLE WITH HOOK
H2E	LITHONIA	CLX-L48-5000LM-HEF-E10WLCP-WDL-MVOLT-40K-80CRI-WH	LED	4000K	120	67	4' STRIP,LED,5000 LUMENS PROVIDE WITH AIR CRAFT CABLE WITH HOOK
W	LITHONIA	WDGE2 LED-P2-40K-80CRI-VW-MVOLT-SRM-PE-DDBXD	LED	4000K	120	19	ARCHITECTURAL WALL MOUNTED LIGHT , DARK BRONZE FINISH WITH INTEGRATED PHOTOCELL
P1	LITHONIA	RTS-25-7-0F-DM19-DDBXD	NONE	NONE	NONE	NONE	25 ' ROUND POLE
P2	LITHONIA	RTS-25-7-0F-DM28-DDBXD	NONE	NONE	NONE	NONE	25 ' ROUND POLE
S1A	LITHONIA	RSX3-LED-P1-30K-R4-XVOLT-RPA-PE-DDBXD	LED	3000K	480	194	POLE MOUNTED LED FIXTURE , 2700 LUMENS, TYPE 4

TRANSFORMER SCHEDULE

MARK	KVA	PRIMARY VOLTAGE	SECONDARY VOLTAGE	GROUNDING ELECTRODE	REMARKS
TL	45	480V DELTA	208Y/120 GND WYE	#6	
		x			

CONTROL WIRING SCHEDULE

MARK	RACEWAY	CONDUCTORS	GROUND CONDUCTORS	FROM	TO	REMARKS
CA-PT.0101	1"	2 TSP-#16	1 #14G	PRESSURE TRANSDUCER PT-0101	SCADA/RTU	GROUND STORAGE TANK No.1 LEVEL
CA-PT.0102	1"	2 TSP-#16	1 #14G	FUTURE LEVEL TRANSMITTER	SCADA/RTU	FUTURE GROUND STORAGE TANK No.2 LEVEL
CA-FIT.0101	1"	2 TSP-#16	1 #14G	FLOW TRANSMITTER FIT-0101	SCADA/RTU	DISCHARGE FLOW METER
CA-PIT.0101	1"	2 TSP-#16	1 #14G	PRESSURE TRANSMITTER PIT-0101	SCADA/RTU	DISCHARGE PRESSURE TRANSMITTER
CA-.P.0101	1"	2 TSP-#16	1 #14G	PUMP #1 VFD	SCADA/RTU	VFD SPEED CONTROL , VFD SPEED FEEDBACK
CA-.P.0102	1"	2 TSP-#16	1 #14G	PUMP #2 VFD	SCADA/RTU	VFD SPEED CONTROL , VFD SPEED FEEDBACK
CA-.P.0103	1"	PULL LINE		FUTURE PUMP #3 VFD	SCADA/RTU	
CA-CL-0101	1"	2 TSP-#16	1 #14G	CHLORINE RESIDUAL	SCADA/RTU	CHLORINE RESIDUAL INPUT
CA-CL-0102	1"	3 TSP-#16	1 #14G	CHLORINE SCALE	SCADA/RTU	CHLORINE SCALE INPUT
CA-CL-0103	1"	2 TSP-#16	1 #14G	CHLORINE PUMP	SCADA/RTU	CHLORINE FEED CONTROL SIGNAL
CD-.P.0101	1"	16 #14	1 #14G	PUMP #1 VFD	SCADA/RTU	PUMP #1 RUN,OFF,FAULT,HAND,AUTO,ACL BYPASS,OVERLOAD STATUS
CD-.P.0102	1"	16 #14	1 #14G	PUMP #2 VFD	SCADA/RTU	PUMP #2 RUN,OFF,FAULT,HAND,AUTO,ACL BYPASS,OVERLOAD STATUS
CD-.P.0103	1"	PULL LINE		FUTURE PUMP #3 VFD	SCADA/RTU	FUTURE PUMP #3 RUN,OFF,FAULT,HAND,AUTO,ACL BYPASS,OVERLOAD STATUS
CD-.LSL.0101	1"	4 #14	1 #14G	LEVEL PROBE LOW	PROBE RELAY PANEL	GST No.1 LEVEL LOW ALARM
CD-.LSL.0102	1"	PULL LINE		FUTURE LEVEL PROBE LOW	PROBE RELAY PANEL	FUTURE GST No.2 LEVEL LOW ALARM
CD-.LSH.0101	1"	4 #14	1 #14G	LEVEL PROBE HIGH	PROBE RELAY PANEL	GST No.2 LEVEL HIGH ALARM
CD-.LSH.0102	1"	PULL LINE		FUTURE LEVEL PROBE HIGH	PROBE RELAY PANEL	FUTURE GST No.2 LEVEL HIGH ALARM
CD-.LSLL.0101	1"	4 #14	1 #14G	LEVEL PROBE LOW LOW	PROBE RELAY PANEL	GST No.1 LOW LOW LEVEL LOCK OUT
CD-.LSLL.0102	1"	PULL LINE		FUTURE LEVEL PROBE LOW	PROBE RELAY PANEL	FUTURE GST No.2 LOW LOW LEVEL LOCK OUT
CD-.LREST.0101	1"	4 #14	1 #14G	LEVEL PROBE RESTORE	PROBE RELAY PANEL	GST No.1 LEVEL PROBE RESTORE
CD-.LREST.0102	1"	PULL LINE		FUTURE LEVEL PROBE RESTORE	PROBE RELAY PANEL	FUTURE GST No.2 LEVEL PROBE RESTORE
CD-.LCOM.0101	1"	4 #14	1 #14G	LEVEL PROBE COMMON	PROBE RELAY PANEL	GST No.1 LEVEL COMMON
CD-.LCOM.0102	1"	PULL LINE		FUTURE LEVEL PROBE COMMON	PROBE RELAY PANEL	FUTURE GST No.2 LEVEL LEVEL COMMON
CD-.LSL.0101A	1"	4 #14	1 #14G	PROBE RELAY PANEL	PUMP NO.1 VFD	GST No.1 LEVEL LOW ALARM
CD-.LSL.0102A	1"	PULL LINE		PROBE RELAY PANEL	PUMP NO.1 VFD	FUTURE GST No.2 LEVEL LOW ALARM
CD-.LSH.0101A	1"	4 #14	1 #14G	PROBE RELAY PANEL	PUMP NO.1 VFD	GST No.2 LEVEL HIGH ALARM
CD-.LSH.0102A	1"	PULL LINE		PROBE RELAY PANEL	PUMP NO.1 VFD	FUTURE GST No.2 LEVEL HIGH ALARM
CD-.LSLL.0101A	1"	4 #14	1 #14G	PROBE RELAY PANEL	PUMP NO.1 VFD	GST No.1 LOW LOW LEVEL LOCK OUT
CD-.LSLL.0102A	1"	PULL LINE		PROBE RELAY PANEL	PUMP NO.1 VFD	FUTURE GST No.2 LOW LOW LEVEL LOCK OUT
CD-.LREST.0101A	1"	4 #14	1 #14G	PROBE RELAY PANEL	PUMP NO.1 VFD	GST No.1 LEVEL PROBE RESTORE
CD-.LREST.0102A	1"	PULL LINE		PROBE RELAY PANEL	PUMP NO.1 VFD	FUTURE GST No.2 LEVEL PROBE RESTORE
CD-.LCOM.0101A	1"	4 #14	1 #14G	PROBE RELAY PANEL	PUMP NO.1 VFD	GST No.1 LEVEL COMMON
CD-.LCOM.0102A	1"	PULL LINE		PROBE RELAY PANEL	PUMP NO.1 VFD	FUTURE GST No.2 LEVEL LEVEL COMMON
CD-.LSL.0101B	1"	4 #14	1 #14G	PROBE RELAY PANEL	PUMP NO.2 VFD	GST No.1 LEVEL LOW ALARM
CD-.LSL.0102B	1"	PULL LINE		PROBE RELAY PANEL	PUMP NO.2 VFD	FUTURE GST No.2 LEVEL LOW ALARM
CD-.LSH.0101B	1"	4 #14	1 #14G	PROBE RELAY PANEL	PUMP NO.2 VFD	GST No.2 LEVEL HIGH ALARM
CD-.LSH.0102B	1"	PULL LINE		PROBE RELAY PANEL	PUMP NO.2 VFD	FUTURE GST No.2 LEVEL HIGH ALARM
CD-.LSLL.0101B	1"	4 #14	1 #14G	PROBE RELAY PANEL	PUMP NO.2 VFD	GST No.1 LOW LOW LEVEL LOCK OUT
CD-.LSLL.0102B	1"	PULL LINE		PROBE RELAY PANEL	PUMP NO.2 VFD	FUTURE GST No.2 LOW LOW LEVEL LOCK OUT
CD-.LREST.0101B	1"	4 #14	1 #14G	PROBE RELAY PANEL	PUMP NO.2 VFD	GST No.1 LEVEL PROBE RESTORE
CD-.LREST.0102B	1"	PULL LINE		PROBE RELAY PANEL	PUMP NO.2 VFD	FUTURE GST No.2 LEVEL PROBE RESTORE
CD-.LCOM.0101B	1"	4 #14	1 #14G	PROBE RELAY PANEL	PUMP NO.2 VFD	GST No.1 LEVEL COMMON
CD-.LCOM.0102B	1"	PULL LINE		PROBE RELAY PANEL	PUMP NO.2 VFD	FUTURE GST No.2 LEVEL LEVEL COMMON
CD-.LSL.0101C	1"	4 #14	1 #14G	PROBE RELAY PANEL	SCADA/RTU	GST No.1 LEVEL LOW ALARM
CD-.LSL.0102C	1"	PULL LINE		PROBE RELAY PANEL	SCADA/RTU	FUTURE GST No.2 LEVEL LOW ALARM
CD-.LSH.0101C	1"	4 #14	1 #14G	PROBE RELAY PANEL	SCADA/RTU	GST No.2 LEVEL HIGH ALARM
CD-.LSH.0102C	1"	PULL LINE		PROBE RELAY PANEL	SCADA/RTU	FUTURE GST No.2 LEVEL HIGH ALARM
CD-.LSLL.0101C	1"	4 #14	1 #14G	PROBE RELAY PANEL	SCADA/RTU	GST No.1 LOW LOW LEVEL LOCK OUT
CD-.LSLL.0102C	1"	PULL LINE		PROBE RELAY PANEL	SCADA/RTU	FUTURE GST No.2 LOW LOW LEVEL LOCK OUT
CD-.LREST.0101C	1"	4 #14	1 #14G	PROBE RELAY PANEL	SCADA/RTU	GST No.1 LEVEL PROBE RESTORE
CD-.LREST.0102C	1"	PULL LINE		PROBE RELAY PANEL	SCADA/RTU	FUTURE GST No.2 LEVEL PROBE RESTORE
CD-PD.0103	1"	PULL STRING		FUTURE PUMP #3 VFD	FUTURE PUMP #3	
CD-VAL.0101	1"	14 #14	1 #14G	BYPASS VALVE-BOOSTER STATION	SCADA/RTU	BY PASS VALVE CONTROL/STATUS
CD-VAL.0102	1"	14 #14	1 #14G	BY PASS VALVE-BOOSTER STATION	SCADA/RTU	BY PASS VALVE CONTROL/STATUS
CD-SVAL-0101	1"	8 #14	1 #14G	GST INLET VALVE	SCADA/RTU	INLET VALVE CONTROL/STATUS
CD-DS-0101	1"	4 #14	1 #14G	DOOR No.1 SWITCH	SCADA/RTU	DOOR No.1 INTRUSION ALARM
CD-DS-0102	1"	4 #14	1 #14G	DOOR No.2 SWITCH	SCADA/RTU	DOOR No.2 INTRUSION ALARM
CD-DS-0103	1"	4 #14	1 #14G	GST HATCH No.1 SWITCH	SCADA/RTU	GST HATCH No.1 ALARM
CD-DS-0104	1"	4 #14	1 #14G	FUTURE GST HATCH No.2 SWITCH	SCADA/RTU	FUTURE GST HATCH No.2 ALARM
CD-CL-0101	1"	4 #14	1 #14G	CHLORINE LEAK	SCADA/RTU	CHLORINE LEAK ALARM
CD-.P.0104	1"	18 #14	1 #14G	PUMP #1 VFD	SCADA/RTU	PUMP #1 PHASE MONITOR FAIL,BY PASS PHASE STATUS,POWER LOSS,HP LOCKOUT
CD-.P.0105	1"	18 #14	1 #14G	PUMP #2 VFD	SCADA/RTU	PUMP #2 PHASE MONITOR FAIL,BY PASS PHASE STATUS,POWER LOSS,HP LOCKOUT
CD-.P.0106	1"	PULL STRING		FUTURE PUMP #3 VFD	SCADA/RTU	FUTURE PUMP #3 VFD MONITOR FAIL,BY PASS STATUS,POWER LOSS,HP LOCKOUT

NOTES:
1 CONDUCTORS AND CONDUITS SHOWN ARE FOR MINIMUM SIZE ALLOWED. CONTRACTOR SHALL COORDINATE WITH PUMP CONTROL SUPPLIER CONDUCTOR RELAYS, SCADA P&IDS AND TYPE OF SIGNAL INTERFACE REQUIRED FOR A FULL OPERATING SYSTEM. SPARE CONTROL CONDUCTORS PROVIDED FOR EACH RACEWAY WHERE APPROPRIATE. CONTRACTOR SHALL ACCOUNT FOR ALL WIRING AND CONDUIT REQUIRED FOR ALL DEVICES AND INSTRUMENTS.

EQUIPMENT CONNECTION SCHEDULE

UNIT TAG	FED FROM :PANEL/CIRCUIT #	SAFETY DISCONNECT MEANS AND/OR FEEDER SIZE	REMARKS
FCCU-1	L-17,19	30/-/2, NEMA 4X DISCONNECT SWITCH, 2#10, 1#10G, 3/4"C	1
FCU-1	INDOOR UNIT	POWERED BY OUTDOOR UNIT	1

NOTES:
1.- SEE MANUFACTURER REQUIREMENTS

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ADRIAN GARZA BARRERA
140303
LICENSED
PROFESSIONAL ENGINEER
2/20/24

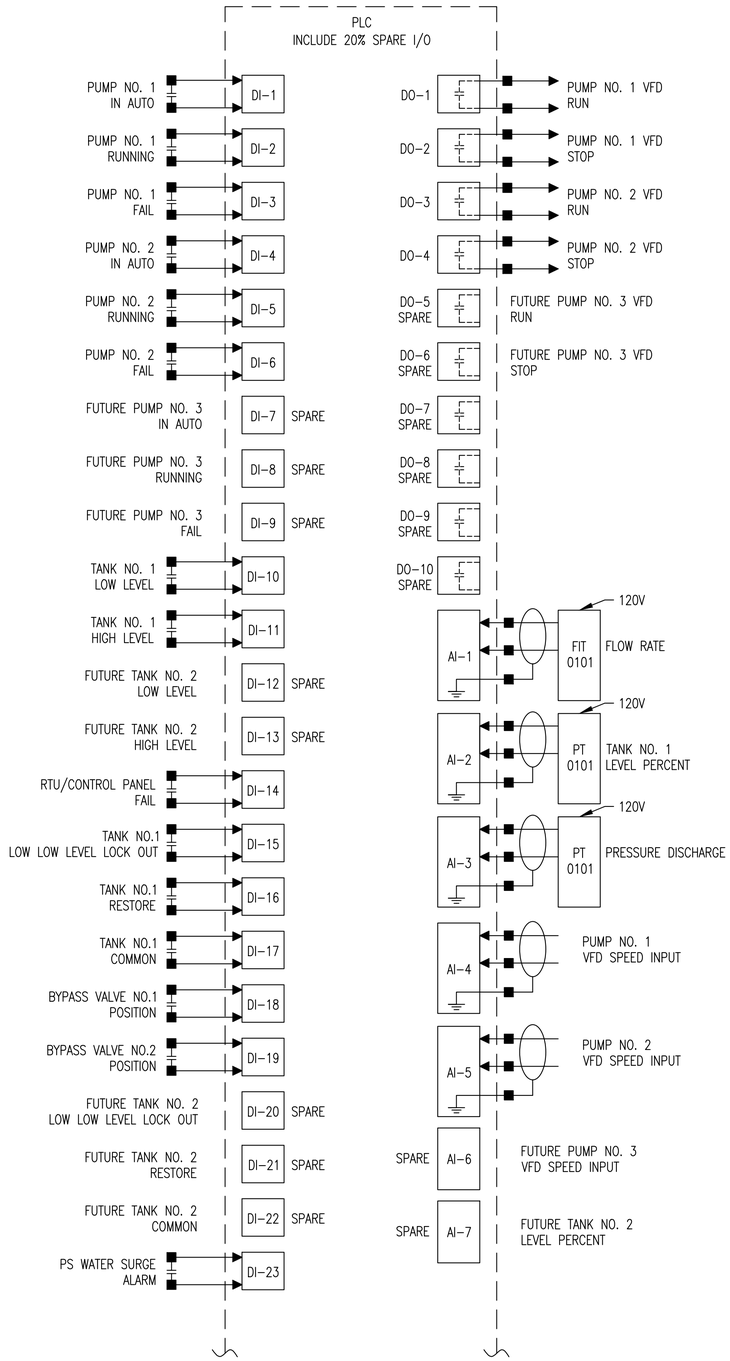
THE CITY OF Edinburg

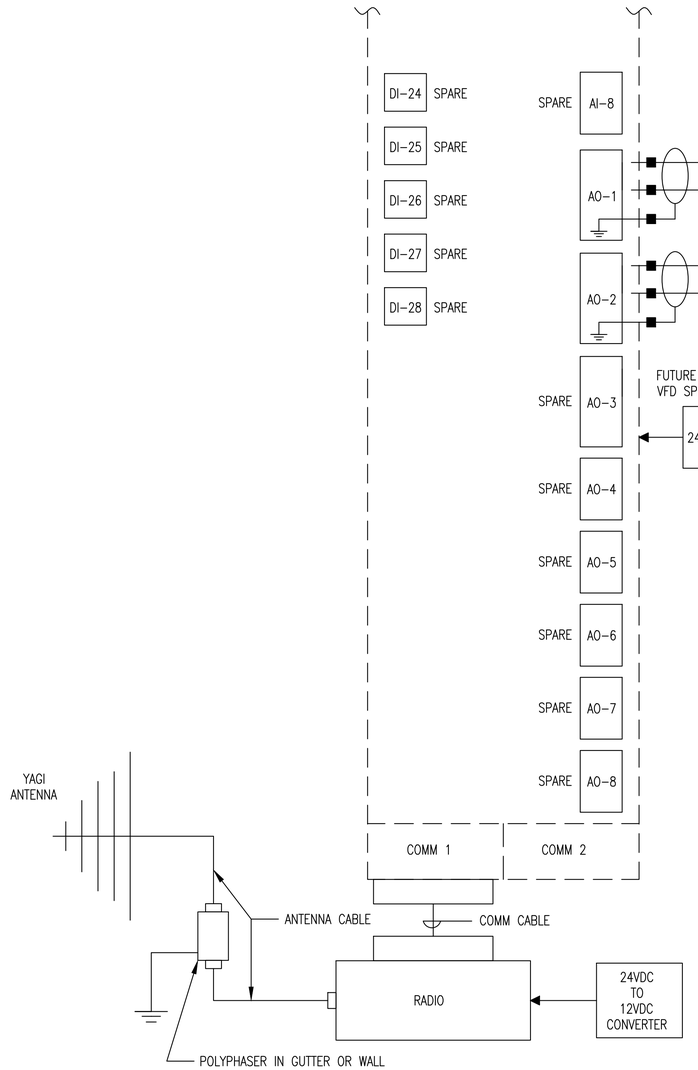
halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
TBPELS FIRM #F-312

LA COMA
BOOSTER PUMP STATION
FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS

ELECTRICAL SCHEDULES II

Project No.: 43806.001	Issued: 02/20/2024
Drawn By: GRIII	E4.3
Checked By: RS	Sheet Number
Scale: AS SHOWN	





01 PLC I/O DIAGRAM
N.T.S.

NOTE:

SCADA PANEL AND VFD UNITS TO BE SUPPLIED BY MUNICIPAL PUMP & CONTROL (MPC).

I/O DIAGRAM IS JUST FOR REFERENCE, CHECK CONTROL CONDUIT SCHEDULE FOR A COMPLETE I/O REQUIREMENTS.

CONTACT INFORMATION:

DEWAYNE WARDEN
MUNICIPAL PUMP & CONTROL, INC.
EMAIL: dewayne@mpcinc.us.com
OFFICE: 956-790-8430
FAX: 956-790-8431
MOBILE: 956-537-6284

STATE OF TEXAS
ADRIAN GARZA BARRERA
140303
LICENSED
PROFESSIONAL ENGINEER
2/20/24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
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ELECTRICAL DIAGRAM

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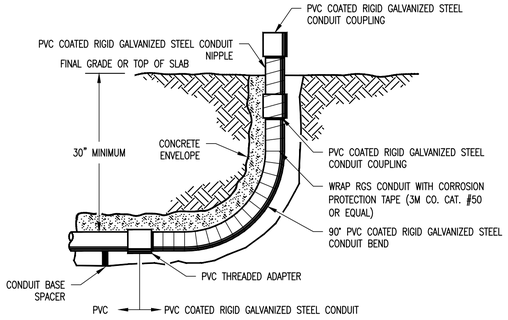
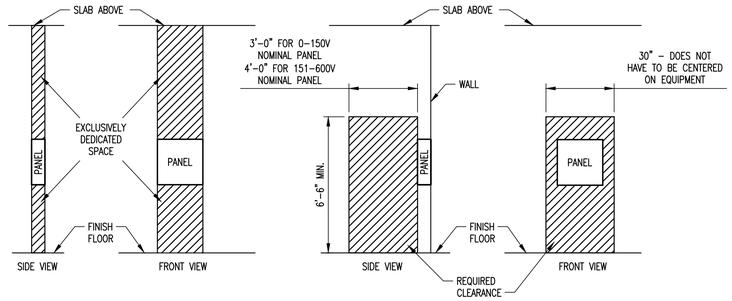
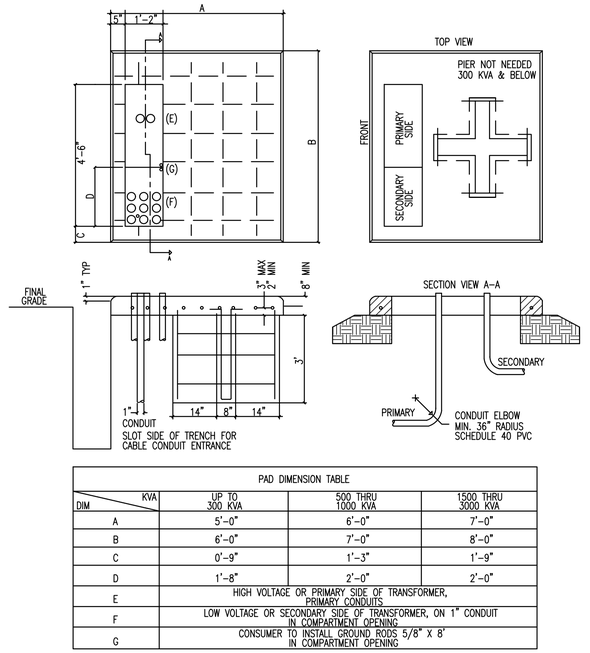
Checked By: RS	Sheet Number
Scale: AS SHOWN	



06 TYPICAL CONDUIT STUB-UP DETAIL
N.T.S.



04 TYPICAL PANELBOARD REQUIRED CLEARANCE
N.T.S.

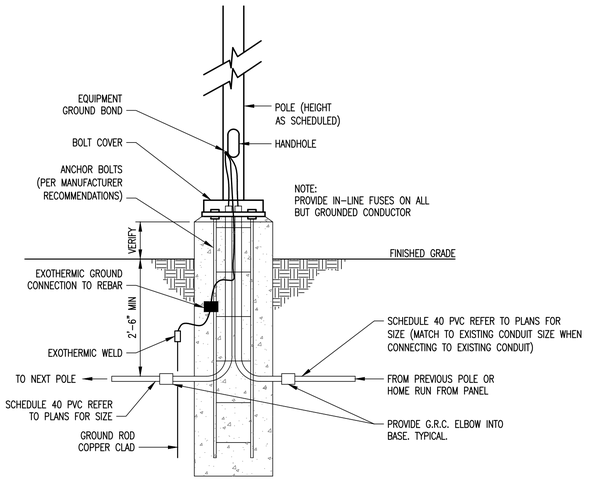


PAD DIMENSION TABLE			
DIM \ KVA	UP TO 300 KVA	500 THRU 1000 KVA	1500 THRU 3000 KVA
A	5'-0"	6'-0"	7'-0"
B	6'-0"	7'-0"	8'-0"
C	0'-9"	1'-3"	1'-9"
D	1'-8"	2'-0"	2'-0"
E	HIGH VOLTAGE OR PRIMARY SIDE OF TRANSFORMER, PRIMARY CONDUITS		
F	LOW VOLTAGE OR SECONDARY SIDE OF TRANSFORMER, ON 1" CONDUIT IN COMPARTMENT OPENING		
G	CONSUMER TO INSTALL GROUND RODS 5/8" X 8' IN COMPARTMENT OPENING		

02 THREE-PHASE PAD-MOUNTED TRANSFORMER CONCRETE PAD DETAIL - MVEC
N.T.S.

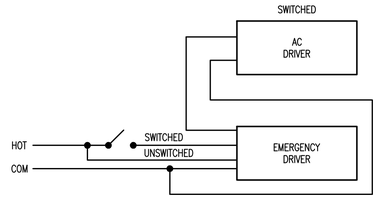
NOTES:

1. PAD ASSEMBLIES INCLUDE SITE PREPARATION, BEDDING AND DRAINAGE.
2. SLABS MAY BE PRECAST OR POURED IN PLACE.
3. CONCRETE TESTING 4000 POUNDS PER SQUARE INCH.
4. STEEL REINFORCING SHOULD BE NO. 4 REAR, AATSM-A615 GRADE 60. PLACE APPROX. 6" OPPOSITE CORNER EACH WAY AND SECURELY TIED TOGETHER.
5. MINIMUM CONCRETE COVER OVER REINFORCING STEEL 5 INCHES.
6. WOOD FLOAT FINISH, LEAVING NO DEPRESSION.
7. CONTACT MVEC REPRESENTATIVE TO INSPECT BEFORE POURING CONCRETE.
8. A CLEAR AREA SHOULD BE MAINTAINED FOR 10 FEET IN FRONT OF PADMOUNT.
9. TOP OF PAD SHOULD BE A MIN OF 3" ABOVE GRADE AND BOTTOM OF PAD A MIN OF 5" BELOW GRADE.
10. CONDUITS SHOULD BE IN FRONT BUT NOT UNDER WEIGHT OF TRANSFORMER.

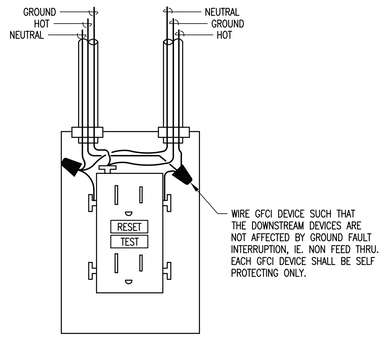


NOTE:
POLE BASE SHOWN FOR ELECTRICAL REFERENCE ONLY. REFER TO STRUCTURAL DRAWINGS FOR POLE CONSTRUCTION

05 ELECTRICAL POLE BASE DETAIL
N.T.S.



03 EMERGENCY DRIVER WIRING DETAIL
N.T.S.



01 GFCI RECEPTACLE - WIRING DIAGRAM
N.T.S.

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ADRIAN GARZA BARRERA
140303
LICENSED
PROFESSIONAL ENGINEER
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THE CITY OF Edinburg

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McALLEN, TX 78503
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ELECTRICAL DETAILS I

Project No.: 43806.001	Issued: 02/20/2024
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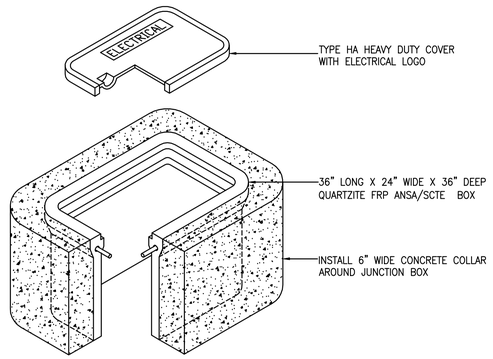
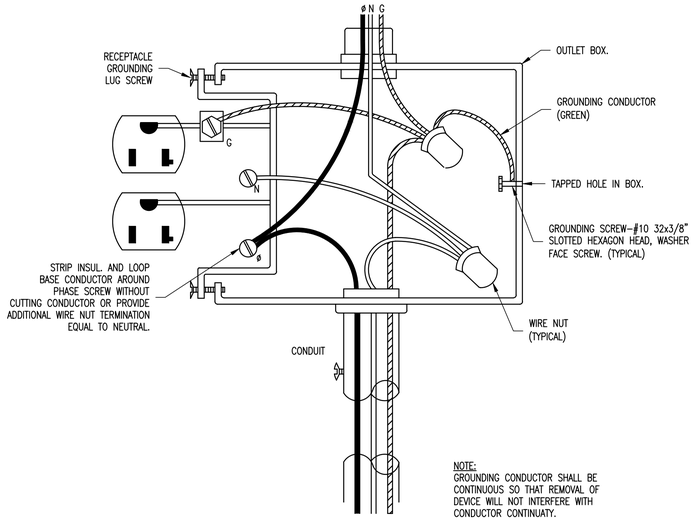
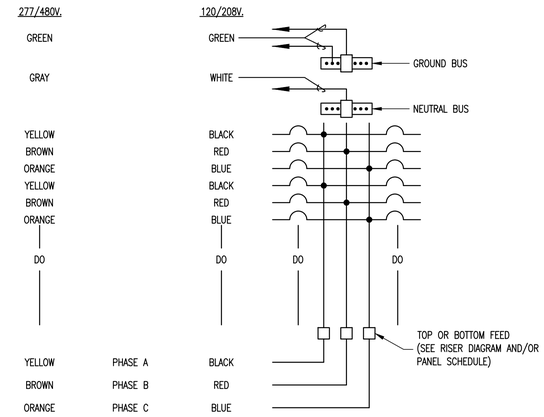
Checked By: AG	Sheet Number
Scale: AS SHOWN	



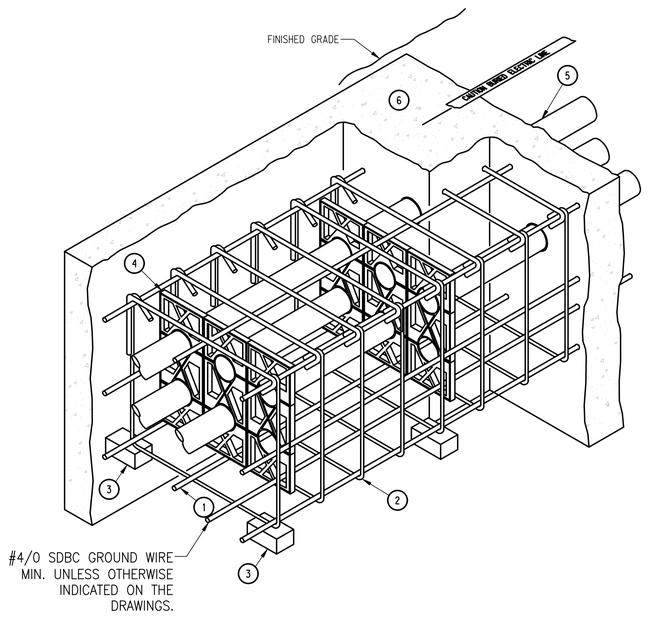
05 POWER CABLING PULL BOX (PPB)
N.T.S.

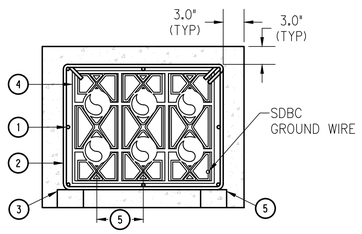


04 TYPICAL RECEPTACLE GROUNDING DETAIL
N.T.S.



02 TYPICAL PANEL COLOR CODE
N.T.S.

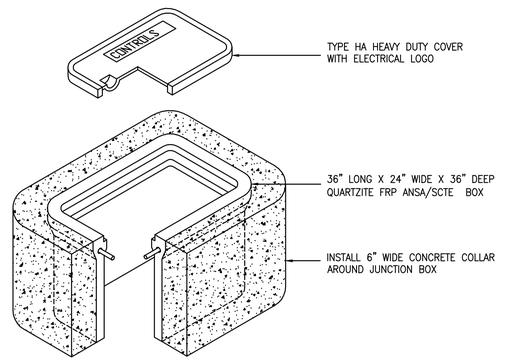




03 TYPICAL ELECTRICAL DUCT BANK DETAIL
N.T.S.

NOTES:
A. DIMENSIONS SHOWN ARE MINIMUM.
B. ADJUST SIZE OF DUCT BANK BASED UPON THESE GUIDELINES AND THE DUCT BANK SPECIFICATION TO ACCOMMODATE ACTUAL NUMBER OF CONDUITS WITHIN THE DUCT BANK. REFER TO DUCT BANK SECTIONS, AND CONDUIT SCHEDULE FOR NUMBER AND SIZE OF CONDUITS.
C. MAKE PROVISIONS TO PREVENT CONDUIT FLOTATION DURING CONCRETE PLACEMENT & CURING.

KEY NOTES:
1. #4 REINFORCING STEEL 12" MAXIMUM ON CENTER AROUND ENTIRE PERIMETER OF DUCT BANK.
2. #4 REINFORCEMENT STEEL STIRRUPS MAXIMUM 24" ON CENTER ALONG LENGTH OF DUCT BANK.
3. MINIMUM OF TWO PRECAST CONCRETE BAR SUPPORTS PLACED UNDER A STIRRUP AT EACH PVC CONDUIT SPACER ALONG LENGTH OF DUCT BANK.
4. PVC CONDUIT SPACER.
5. REFER TO DUCT BANK SECTIONS AND CONDUIT SCHEDULES FOR CONDUIT REQUIREMENTS.
6. CONCRETE SHALL HAVE RED DYE.



01 INSTRUMENTATION CABLING PULL BOX (IPB)
N.T.S.

STATE OF TEXAS
ADRIAN GARZA BARRERA
140303
LICENSED
PROFESSIONAL ENGINEER
2/20/24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
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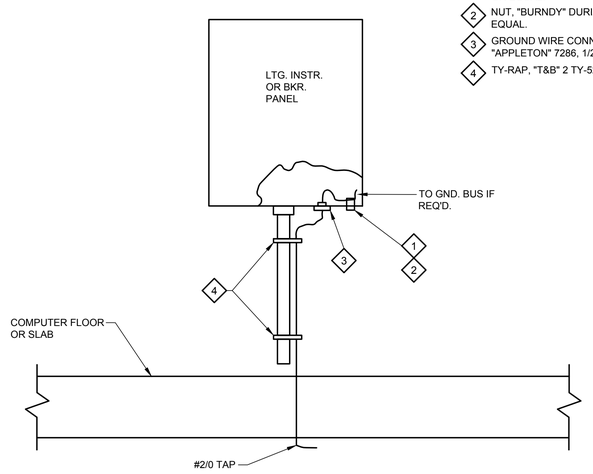
ELECTRICAL DETAILS II

Project No.: 43806.001	Issued: 02/20/2024
Drawn By: GRIII	E5.2
Checked By: RS	Sheet Number
Scale: AS SHOWN	

KEY NOTES:

1. SERVIT POST, "BURNDY" #KC-23B1 OR EQUAL.
2. NUT, "BURNDY" DURIUM 3/8-16 OR EQUAL.
3. GROUND WIRE CONNECTOR, "APPLETON" 7286, 1/2" OR EQUAL.
4. TY-RAP, "T&B" 2 TY-527MX OR EQUAL.



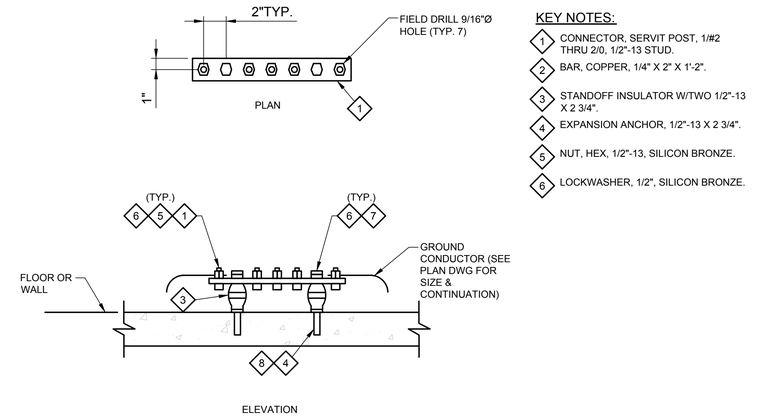
04 TYPICAL EQUIPMENT GROUNDING FOR PANELBOARDS
N.T.S.

GENERAL NOTES:

1. CONTRACTOR SHALL PROVIDE THE NUMBER OF GROUNDING BARS NEEDED AT EACH LOCATION TO ACCOMMODATE ALL LOADS TO BE CONNECTED TO GROUND LOOP.

KEY NOTES:

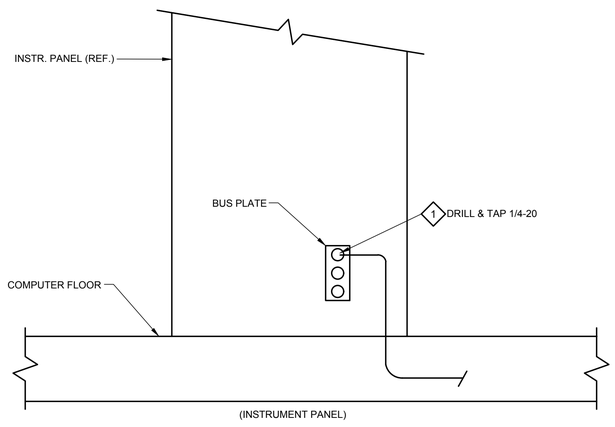
1. CONNECTOR, SERVIT POST, 1/#2 THRU 2/0, 1/2"-13 STUD.
2. BAR, COPPER, 1/4" X 2" X 1'-2".
3. STANDOFF INSULATOR W/TWO 1/2"-13 X 2 3/4".
4. EXPANSION ANCHOR, 1/2"-13 X 2 3/4".
5. NUT, HEX, 1/2"-13, SILICON BRONZE.
6. LOCKWASHER, 1/2", SILICON BRONZE.



02 TYPICAL GROUNDING BUS
N.T.S.

KEY NOTES:

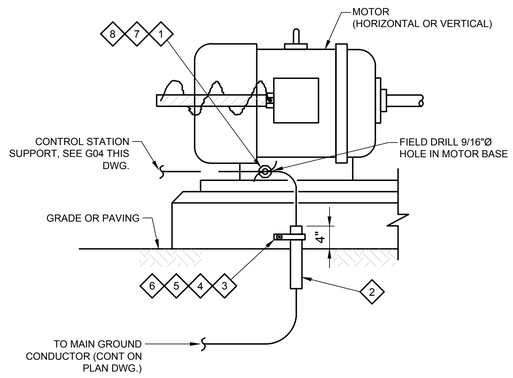
1. SERVICE POST, "BURNDY" #KC17B1 OR EQUAL.



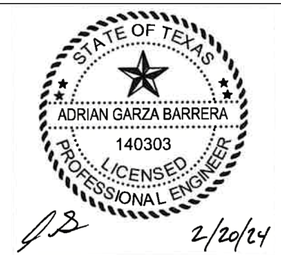
03 TYPICAL INSTRUMENT PANEL GROUNDING
N.T.S.

KEY NOTES:

1. CONN., SERVIT POST, 2-#2 THRU #2/0, 1/2"-13 STUD.
2. PIPE, PVC, SCH 40, 3/4" X 12".
3. CONDUIT CLAMP, ONE HOLE, ¾", IRON MALLEABLE, GALV.
4. EXPANSION ANCHOR 1/4"-20.
5. BOLT, MACH., 1/4"-20 X 3/4", STAINLESS STEEL.
6. LOCKWASHER, 1/4" STAINLESS STEEL.
7. NUT, HEX, 1/2"-13, SILICON BRONZE.
8. LOCKWASHER, 1/2", SILICON BRONZE.



01 TYPICAL MOTOR GROUNDING
N.T.S.



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McALLEN, TX 78503
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EDINBURG, TEXAS

ELECTRICAL DETAILS III

Project No.: 43806.001	Issued: 02/20/2024
Drawn By: GRIII	E5.3
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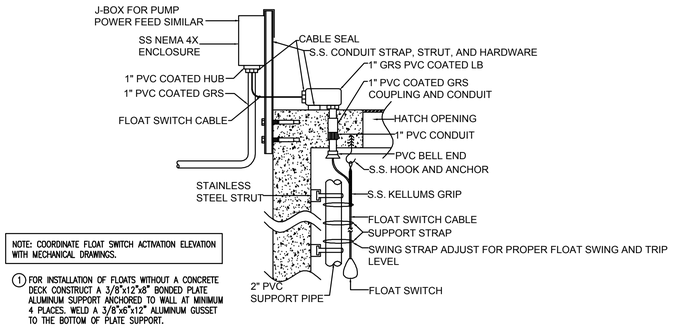
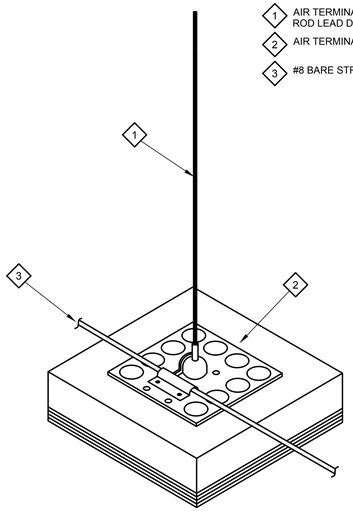


05 FLOAT SWITCH MOUNTING DETAIL
N.T.S.

KEY NOTES:

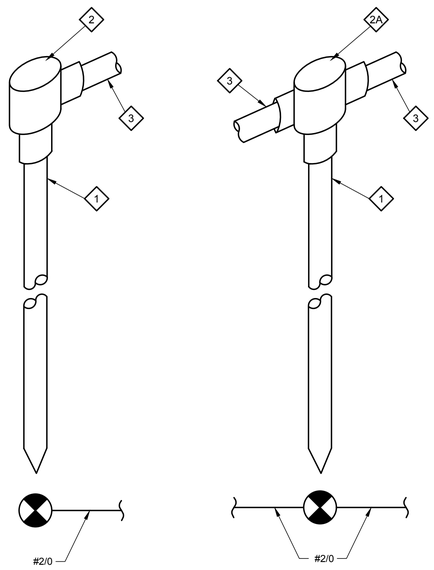
1. AIR TERMINAL ⅜" DIA. 24" LONG, SOLID CU. ROD LEAD DIPPED (STANDARD POINT)
2. AIR TERMINAL MOUNTING BASE.
3. #8 BARE STRANDED COPPER WIREM



03 TYPICAL AIR TERMINAL MOUNTING DETAIL
N.T.S.

KEY NOTES:

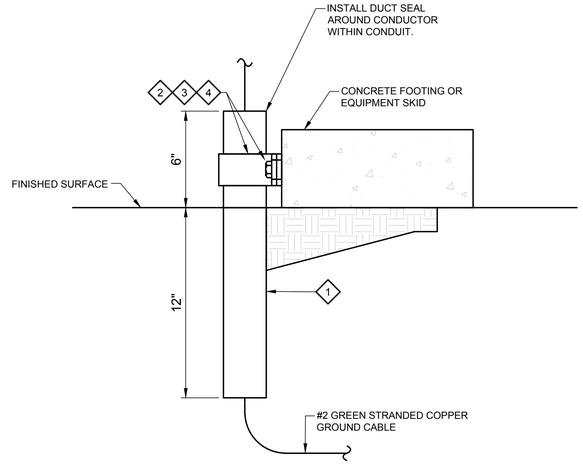
1. 3/4"Ø X 10' LONG COPPERWELD GROUND ROD.
2. #2/0 CABLE TO GROUND ROD, TYPE CR-1 THERMOMOLD M-516.
2A. #2/0 CABLE TO GROUND ROD, TYPE CR-2 THERMOMOLD M-559.
3. #2/0 STRANDED BARE COPPER CABLE.



04 TYPICAL GROUNDING ROD
N.T.S.

KEY NOTES:

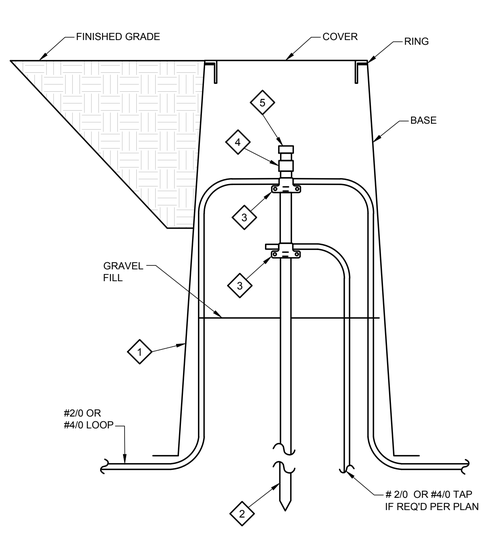
1. CONDUIT, 3/4" PVC SCHEDULE 80.
2. ONE HOLE CONDUIT CLAMP, 3/#4" WITH BACK STRAP.
3. 1/4"-20NC X 1" LONG BOLT, HEX HEAD, HOT DIPPED GALVANIZED.
4. 1/4" EXPANSION ANCHOR.



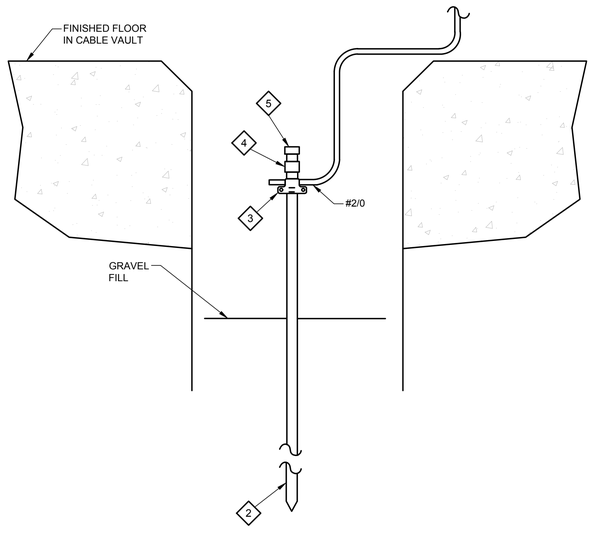
02 TYPICAL CONDUIT SUPPORT FOR GROUNDING DETAIL
N.T.S.

KEY NOTES:

1. GRADE LEVEL BURIED CABLE ENCLOSURE, PENCELL, OE-10HDH.
2. 10'-0" LONG 3/4" GROUND ROD
3. BOLTED CABLE CONNECTOR BURNDY #C11HD4/ODB OR EQUAL.
4. ¾" COUPLING.
5. DRIVING STUD.



01 TYPICAL GROUNDING ROD FOR ENCLOSURE
N.T.S.



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ADRIAN GARZA BARRERA
140303
LICENSED
PROFESSIONAL ENGINEER
2/20/24

THE CITY OF Edinburg

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McALLEN, TX 78503
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ELECTRICAL DETAILS IV

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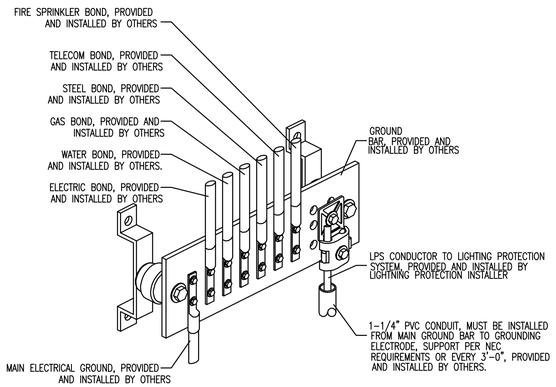
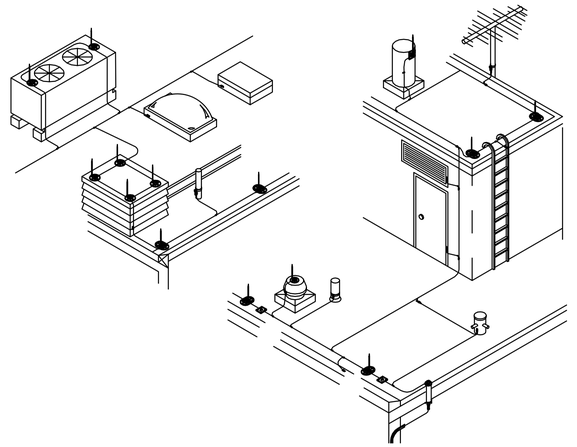


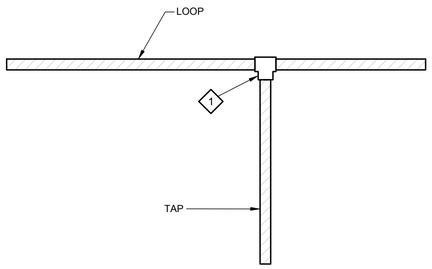
04 COMMON BONDING GROUND BUS
N.T.S.



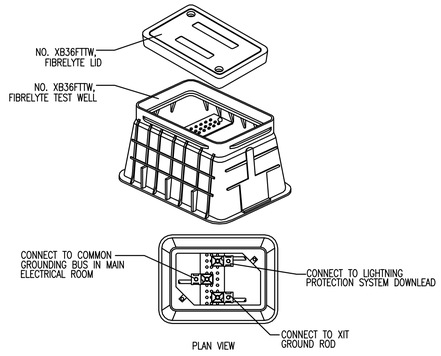
02 GENERAL INSTALLATION
N.T.S.

KEY NOTES:

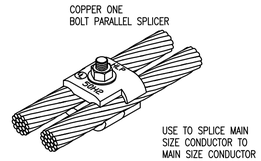
1. THERMOWELD, TYPE CC-2 THERMOMOLD M-235 (#2/0 LOOP-#2 TAP)



05 TYPICAL GROUNDING ROD LOOP THERMOWELD
N.T.S.



03 TESTWELL DETAIL
N.T.S.



01 CABLE CONNECTOR
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ADRIAN GARZA BARRERA
140303
LICENSED
PROFESSIONAL ENGINEER
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THE CITY OF Edinburg

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McALLEN, TX 78503
(956) 664-0286
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ELECTRICAL DETAILS V

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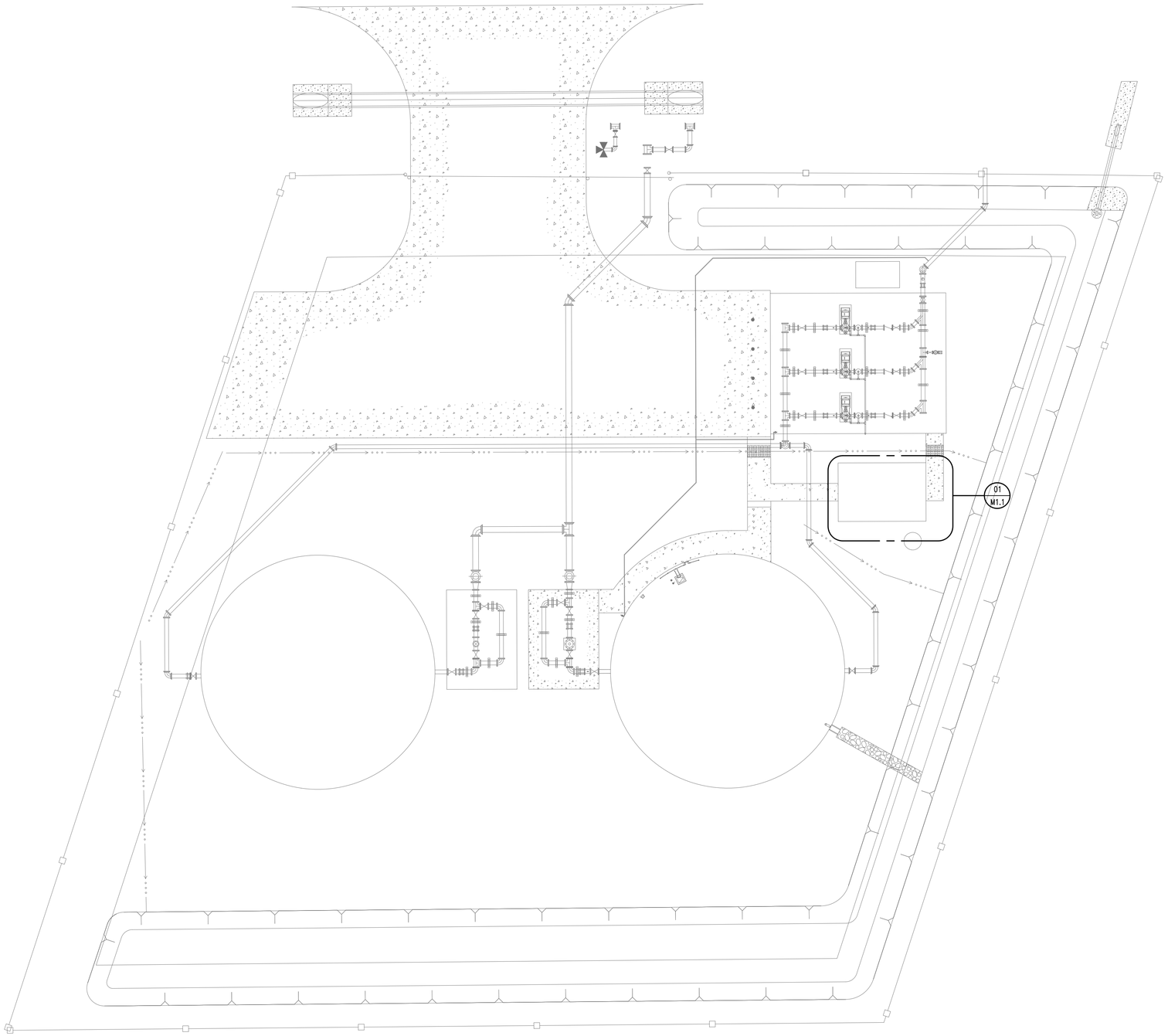

01 MECHANICAL OVERALL PLAN
SCALE: 1"=10'

GENERAL NOTES:

A. THE CONTRACTOR IS FULLY-RESPONSIBLE FOR PERFORMING THE WORK IN FULL COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES UNDER THIS SECTION OF THE CONTRACT. IF THE CONTRACTOR DETERMINES THAT THE CONTRACT DOCUMENTS AND PLANS ARE NOT IN COMPLIANCE WITH THE APPLICABLE LOCAL CODES, HE SHALL INFORM THE ARCHITECT PRIOR TO CONSTRUCTION START FOR DIRECTION. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO MEET APPLICABLE LOCAL CODES, AND REWORK SHALL BE AT CONTRACTOR'S EXPENSE.

B. ALL OPENINGS CUT IN MASONRY AND PLASTER WALLS OR CONCRETE FLOORS SHALL BE CORE DRILLED OR SAWED WHEN POSSIBLE. CONTRACTOR SHALL CHECK BUILDING CONSTRUCTION BEFORE MAKING PENETRATIONS TO AVOID CUTTING THROUGH STRUCTURAL BEAMS AND REINFORCING. CONTRACTOR SHALL INFORM THE ENGINEER IF REINFORCING IS CUT OR DAMAGED WHILE MAKING OPENINGS. CONTRACTOR SHALL REINFORCE ALL OPENINGS AS REQUIRED BY DRAWINGS AND SPECIFICATIONS. PATCH AND SEAL OPENINGS WITH 6000 PSI CEMENT GROUT. INSTALL DECORATIVE TRIM (EQUIPMENT FLANGES, FRAMING OR ESCUTCHEONS) AROUND OPENINGS IN FINISHED AREAS. COORDINATE ALL CUTTING AND PATCHING WITH THE OTHER TRADES.

C. ON ANY WORK SHOWN ON MECHANICAL DRAWINGS REQUIRING DEMOLITION OF EXISTING OR NEW BUILDING STRUCTURES AND FINISHES, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE THE NECESSARY DEMOLITION. CONTRACTOR SHALL PATCH AND REPAIR ALL DEMOLITION WORK. PATCHING SHALL BE COMPLETED WITH THE SAME MATERIALS AS THE SURROUNDING AREAS, OR WITH ARCHITECT-APPROVED PATCHING MATERIALS. REPAIRS SHALL BE COMPLETED ACCORDING TO ARCHITECTURAL SPECIFICATIONS. ALL REFINISHING SHALL BE APPROVED BY THE ARCHITECT.

D. CONTRACTOR SHALL BALANCE ALL AIR DISTRIBUTION SYSTEMS IN ACCORDANCE WITH THE ASSOCIATED AIR BALANCE COUNCIL (AABC) TO ACHIEVE THE AIR VOLUME REQUIREMENTS INDICATED. BALANCING SHALL INCLUDE ADJUSTMENT OF ALL MANUAL VOLUME DAMPERS, SPLITTER DAMPERS, ZONE DAMPERS (IF REQUIRED), AND BUTTERFLY DAMPERS. CONTRACTOR SHALL SUPPLY THE ENGINEER WITH A COMPLETE BALANCING REPORT WHICH INCLUDES VOLUME, ROOM REFERENCE AND ZONE VOLUME TOTALS.

E. MOUNT ALL THERMOSTATS (SENSORS) 48" ABOVE THE FINISHED FLOOR LEVEL UNLESS NOTED OTHERWISE THERMOSTATS SHOWN SHALL BE IN CONTROL OF THE ZONE SYSTEM WHICH IS SUPPLYING AIR TO THE AREA WHERE THE THERMOSTAT IS LOCATED. CONTRACTOR SHALL COORDINATE THE FINAL LOCATION OF EACH THERMOSTAT WITH THE ROOM FINISHES AND USES. CONTRACTOR SHALL SUPPLY AND INSTALL ALL CONTROL VOLTAGE WIRING AND CONDUIT FOR THERMOSTAT (DDC CONTROL) INSTALLATION. THE FINAL LOCATION OF THERMOSTAT DETERMINED BY OWNER/ARCHITECT.

F. VERIFY THE LOCATION OF ALL WALLS, PARTITIONS, DOORS, CABINETS, AND CEILINGS FROM ACTUAL FIELD MEASUREMENTS.

G. PROVIDE SMOKE DETECTOR AND SHUTDOWN CONTROLS ON AIR HANDLERS AND SUPPLY FANS. SMOKE DETECTORS SHALL BE PROVIDED, INSTALLED AND WIRED FOR SHUT DOWN BY DIVISION 16. PROVIDE BOTH SUPPLY AND RETURN SIDE DEVICES.

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MECHANICAL OVERALL PLAN

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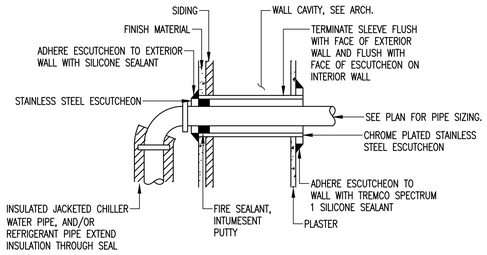
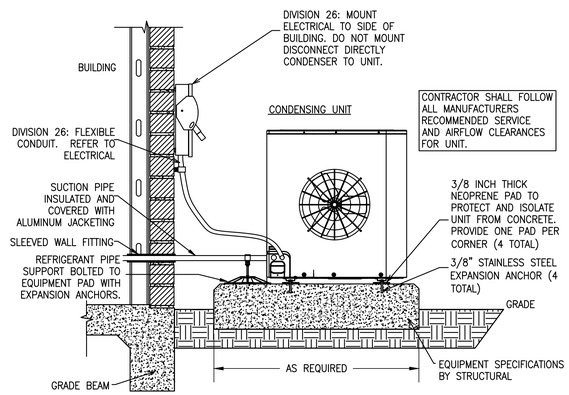
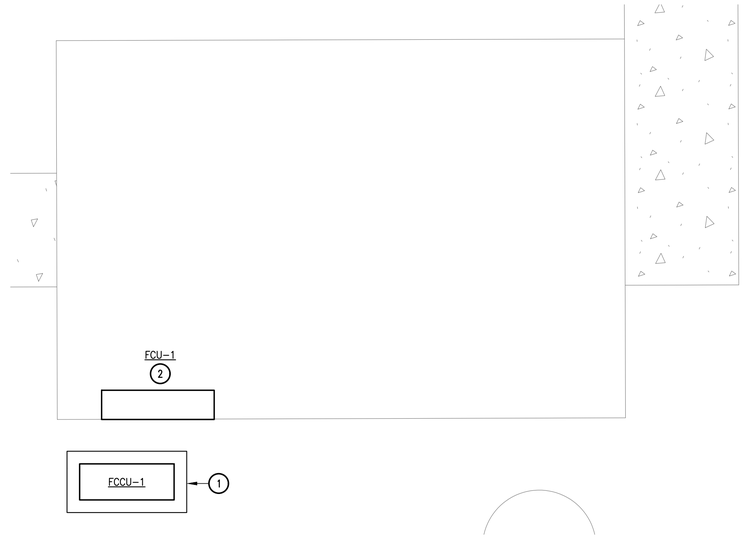


03 EXTERIOR WALL PENETRATION (TYP)
N.T.S.



02 FAN COIL CONDENSING UNIT MOUNTING DETAIL
N.T.S.



01 MECHANICAL ENLRAGED PLAN - ELECTRICAL ROOM
SCALE: 1/2" = 1'-0"

HIGH WALL-COOL ONLY-MINI SPLIT	
INDOOR UNIT MARK	FCU-1
INDOOR UNIT TYPE	WALL
MAX SUPPLY CFM	715
MIN SUPPLY CFM	395
TOTAL COOLING CAP. (BTUH)	21,200
SENSIBLE COOLING CAP. (BTUH)	15,670
VOLTAGE/PHASE	208/1
MCA	13.4
MAX. FUSE SIZE	20
MANUFACTURER	DAIKIN
MODEL NO.	FTK24AXVJU
WEIGHT (LBS)	31
CONDENSING UNIT MARK	FCCU-1
VOLTAGE/PHASE	208/1
MCA	13
MAX. FUSE SIZE (AMPS)	20
AMB. AIR TEMP.	95
REFRIGERANT	R-410A
AMBIENT RANGE	50-115
MANUFACTURER	DAIKIN
MODEL NO.	RK24AXVJU
WEIGHT (LBS)	106
SEER	19
MAX EQUIV. LINE LENGTH (FT)	98
MAX. VERTICAL RISE (FT)	65
NOTES	

NOTES:
1. ELECTRICAL CONTRACTOR TO PROVIDE SINGLE CIRCUIT POWER FROM SERVICE TO OUTDOOR UNIT AND WIRE TO INDOOR UNIT.
2. PROVIDE INDOOR UNITS WITH MOUNTING BRACKETS IF REQUIRED.
3. PROVIDE CONDENSER COIL CORROSION PROTECTION.
4. CONTRACTOR TO PROVIDE PAD OR CURB FOR MOUNTING CONDENSING UNIT.
5. SIGHT GLASSES, FILTER DRYERS, AND FIELD SUPPLIED EXPANSION VALVES ARE NOT TO BE USED.
6. INSTALL PER MANUFACTURERS INSTRUCTIONS AND PIPING RECOMMENDATIONS.
7. 5 YEAR PARTS WARRANTY
8. PROVIDE WALL MOUNTED AND WIRED 7-DAY PROGRAMMABLE T-STAT.

HVAC PIPING MATERIALS SCHEDULE

Service	Size	Pipe	Fittings	Joints	Hangers	Insulation		
						Conditioned Spaces	Unconditioned Spaced	Outdoors
Condensate	All	Type K Copper	Wrot copper	95-5 Solder	Copper Plated	3/4" Flexible Elastomeric – PVC Jacket	3/4" Flexible Elastomeric – PVC Jacket	3/4" Flexible Elastomeric – Aluminum Jacket

GENERAL NOTES:

A. REFER TO SHEET M1.0 FOR GENERAL MECHANICAL NOTES.

KEY NOTES: (#)

1. PROVIDE 4" HIGH CONCRETE HOUSEKEEPING PAD. PAD SHALL EXTEND 4" BEYOND EVERY EQUIPMENT EDGE.
2. CONTRACTOR TO ROUTE CONDENSATE DRAIN LINE FROM FAN COIL UNIT TO GROUND.

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MECHANICAL ENLARGED PLAN - PUMP ROOM

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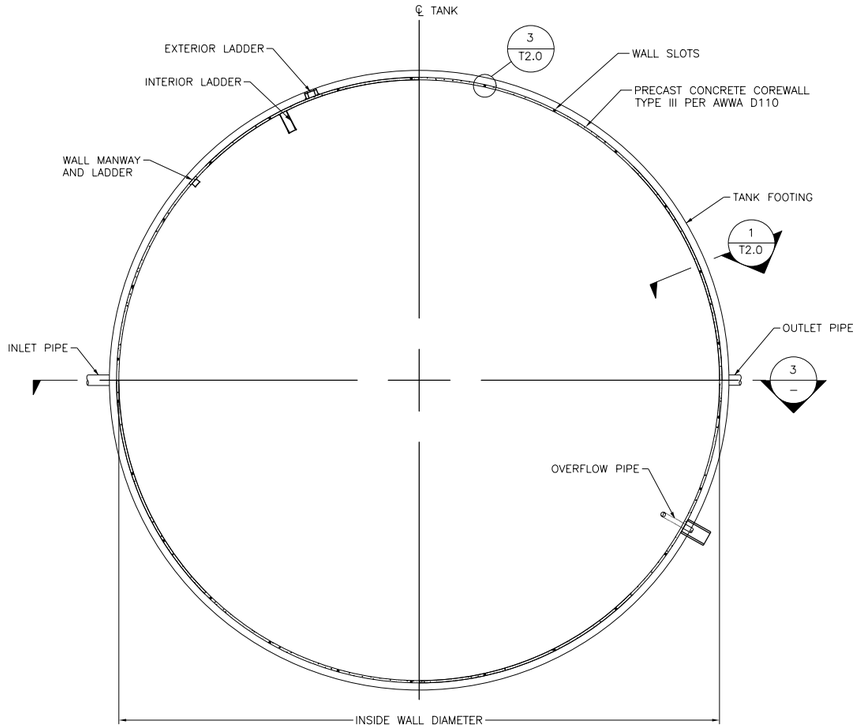
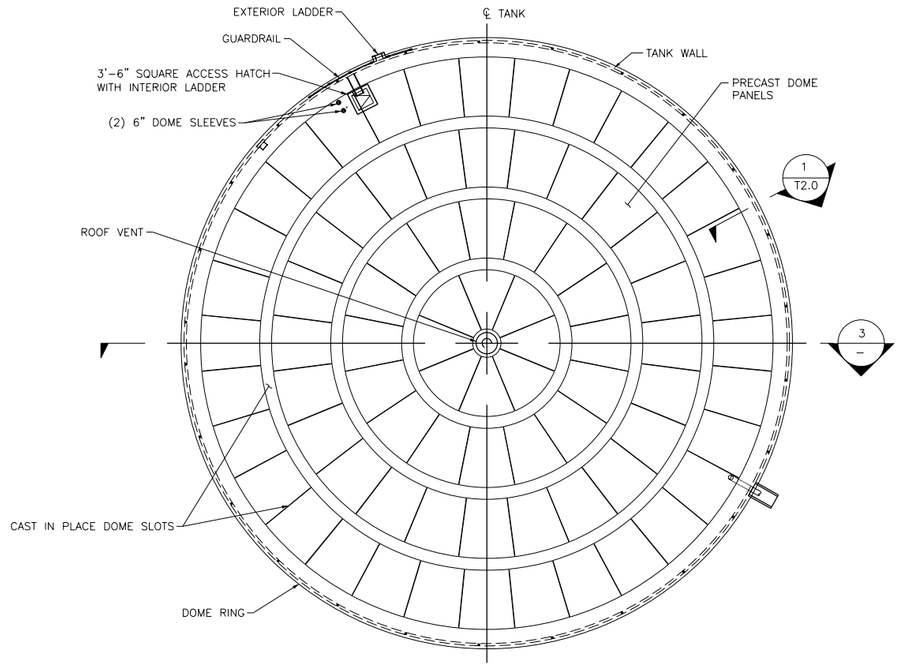
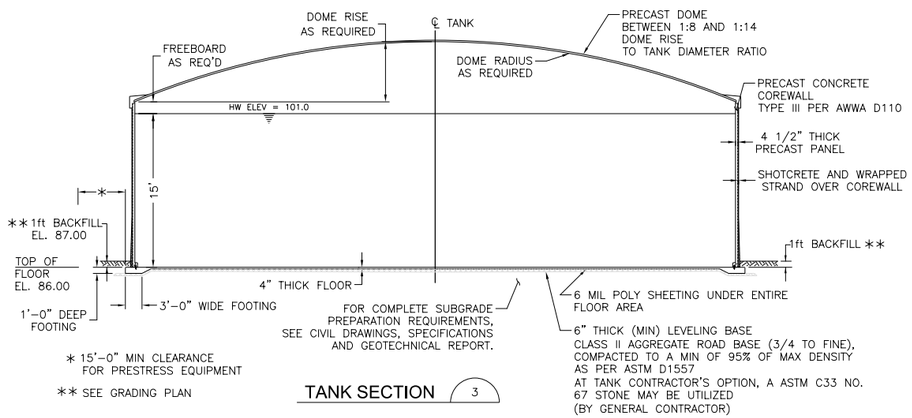


FLOOR PLAN 1



ROOF PLAN 2



TANK SECTION 3

GENERAL NOTES:
*ALL DIMENSIONS SHOWN ARE MINIMUM REQUIREMENTS. TANK CONTRACTOR, AS DEFINED IN THE SPECIFICATIONS, TO VERIFY DIMENSIONS WITH STRUCTURAL CALCULATIONS.

A. DESIGN LOADS
1. ROOF LOAD : 20.0 PSF LIVE; SNOW
2. LIQUID (WATER) : 62.4PCF
3. Ri, IMPULSIVE STRUCTURAL RESPONSE COEFFICIENT : 3.25 (ASCE 7 WITH CABLES) 1.50 (ASCE 7 W/O CABLES) 3.50 (AWWA WITH CABLES) 1.50 (AWWA W/O CABLES)
4. Rc, CONVECTIVE STRUCTURAL RESPONSE COEFFICIENT : 1.0
5. ANALYSIS PROCEDURE USED : EQUIVALENT LATERAL FORCE ANALYSIS BASED ON AWWA D110 AND ACI 350.3

B. CONCRETE AND SHOTCRETE
1. FLOOR, AND FOOTINGS : 4000 PSI
2. DOME, DOME RING AND DOME SLOTS : 4000 PSI
3. PRECAST WALL : 4000 PSI
4. SHOTCRETE FOR WIRE COVER (1C:3S) AND COVER COAT (1C:4S) : 4500 PSI
5. SEE TECHNICAL SPECIFICATION FOR COMPLETE MIX DESIGN INFORMATION INCLUDING MINIMUM CEMENT CONTENT, MAXIMUM WATER–CEMENT RATIO, AGGREGATE SIZE AND ACCEPTABLE ADMIXTURES.
6. SEE TECHNICAL SPECIFICATION FOR CONCRETE PLACING AND FORMING PROCEDURES.

C. METALS
1. ALL STAINLESS STEEL (SST) TO BE 304L UNLESS OTHERWISE NOTED.

D. REINFORCING STEEL
1. ALL REINFORCING IN TANK SHALL CONFORM TO ASTM A615 GRADE 60 UNLESS OTHERWISE NOTED ON THESE DRAWINGS.
2. REINFORCING STEEL CALLED OUT AS GALVANIZED SHALL HAVE A CLASS 1 COATING IN ACCORDANCE WITH ASTM A767, WITHOUT CHROMATE.

E. EARTHWORK REQUIREMENTS
1. MINIMUM COMPACTION OF CRUSHED ROCK AND SUBGRADE UNDER AND AROUND PIPE BLOCKS AND UNDER FLOOR AND FOOTINGS SHALL EQUAL 95% RELATIVE COMPACTION AS DETERMINED IN ACCORDANCE WITH ASTM D1557.
2. COMPACTION OF BACKFILL AROUND TANK SHALL EQUAL 90% RELATIVE COMPACTION AS DETERMINED IN ACCORDANCE WITH ASTM D1557. USE ONLY HAND HELD COMPACTION EQUIPMENT WITHIN 5' OF TANK WALL AND LIGHTWEIGHT EQUIPMENT (15,600 LBS MAX) BEYOND THE 5' AND WITHIN 15' OF THE TANK SO AS NOT TO DAMAGE THE WALL. BRING UP THE BACKFILL AROUND THE TANK IN UNIFORM LIFTS WHEN POSSIBLE. DIFFERENCE IN BACKFILL HEIGHTS DURING INSTALLATION SHALL NEVER EXCEED THE FINAL DIFFERENCE IN BACKFILL HEIGHTS.

STATE OF TEXAS
ANDREW A. SALINAS
128943
LICENSED
PROFESSIONAL ENGINEER
2-20-24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
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TANK PLANS AND SECTION

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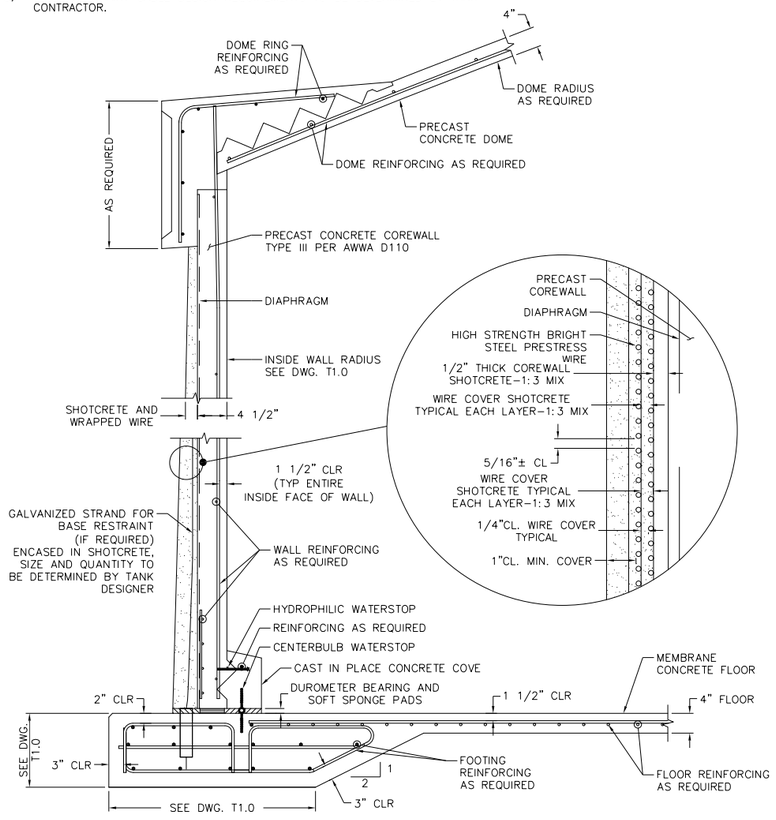
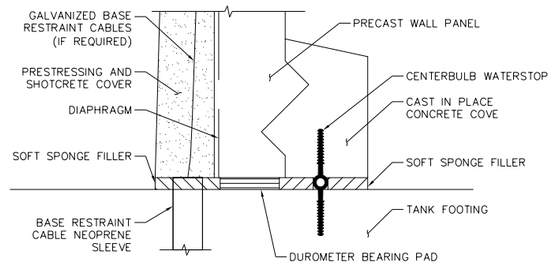
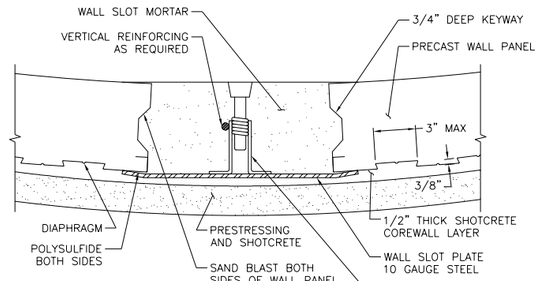
NOTES:
1) FOOTING AND FLOOR TO BE FINISHED PER SPECIFICATIONS.
2) MAINTAIN CLEARANCE BETWEEN THE INDIVIDUAL STRANDS IN THE BASE RESTRAINT CABLE SETS (DO NOT BUNDLE). CABLES MAY TOUCH WITHIN 2' OF THE BOOT.
3) THE COMBINED FLOOR AND WALL FOOTING SHALL BE POURED MONOLITHICALLY UNLESS APPROVED BY THE ENGINEER.
4) BASE RESTRAINT CABLES MAY BE BENT PRIOR TO INSTALLATION.
5) BASE RESTRAINT CABLE DESIGN REQUIREMENTS TO BE DETERMINED BY TANK CONTRACTOR.



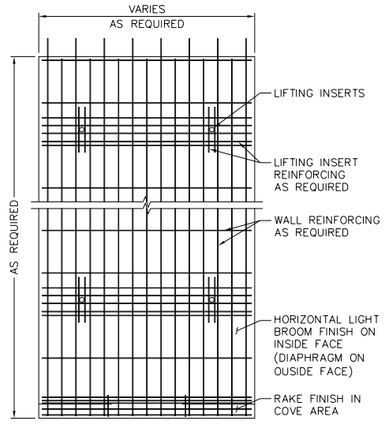
FOOTING, WALL AND ROOF SECTION 1 / T1.0



WALL BASE 2 / –



WALL SLOT 3 / –



PRECAST WALL PANEL 4 / –
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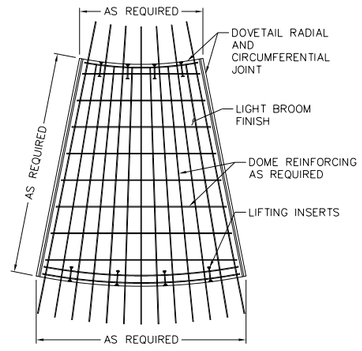

PRECAST DOME PANEL 5 / –
QTY. AS REQ'D.

STATE OF TEXAS
ANDREW A. SALINAS
128943
LICENSED PROFESSIONAL ENGINEER
2-20-24

THE CITY OF Edinburg

halff
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McALLEN, TX 78503
(956) 664-0286
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ROOF, WALL AND FOOTING

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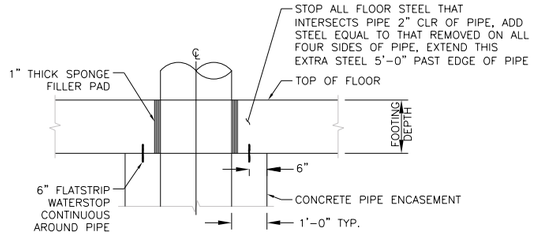
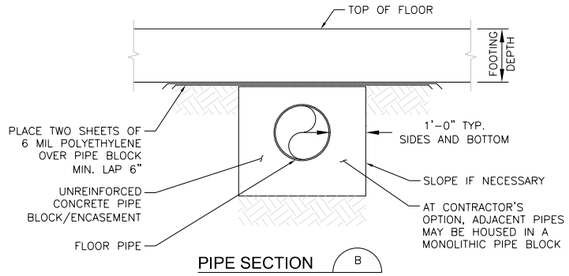
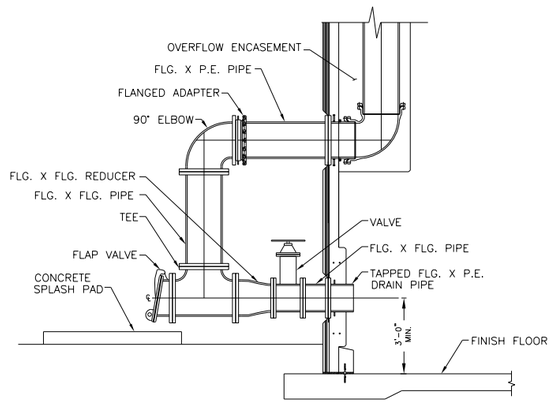


TYPICAL FLOOR PIPE ENTRANCE A

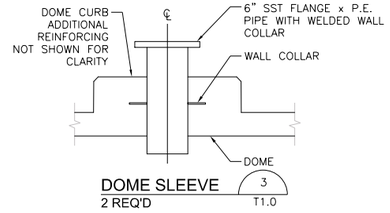


PIPE SECTION B

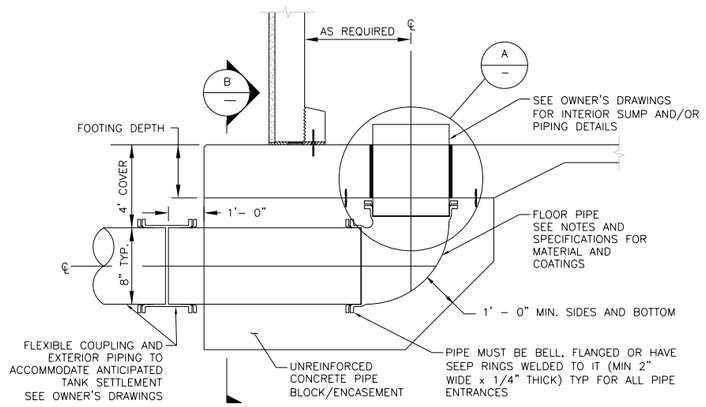


OVERFLOW AND DRAIN DETAIL 2 T1.0

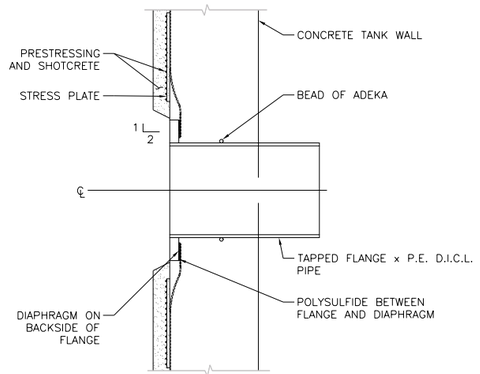
PIPING NOTES:
1. ALL PIPE MATERIAL TO BE D.I.C.L. UNLESS NOTED OTHERWISE.
2. EPOXY COAT EXTERIOR OF PIPING INSIDE TANK. NO COATING ON PIPE IN CONTACT WITH CONCRETE.
3. EXTERIOR PIPING CONNECTION TO BE DESIGNED TO TOLERATE EXPECTED TANK SETTLEMENT.



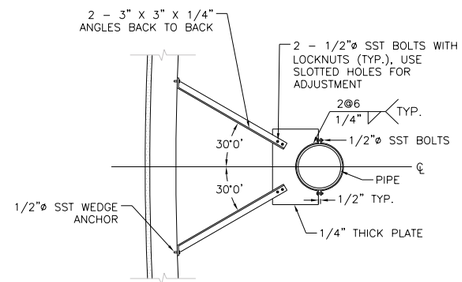
DOME SLEEVE 2 REQ'D 3 T1.0



TYPICAL FLOOR PIPE 1



TYPICAL WALL PIPE ENTRANCE C



PIPE BRACKET D

STATE OF TEXAS
ANDREW A. SALINAS
128943
PROFESSIONAL ENGINEER
LICENSED
2-20-24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
TBPELS FIRM #F-312

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BOOSTER PUMP STATION
FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS

TANK PIPING

Project No.: 43806.001	Issued: 2-20-24
Drawn By: J.A.	T3.0
Checked By: A.S.	Sheet Number
Scale: AS SHOWN	

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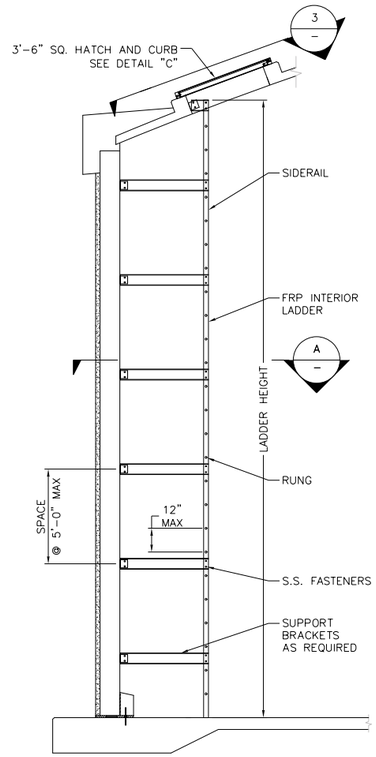
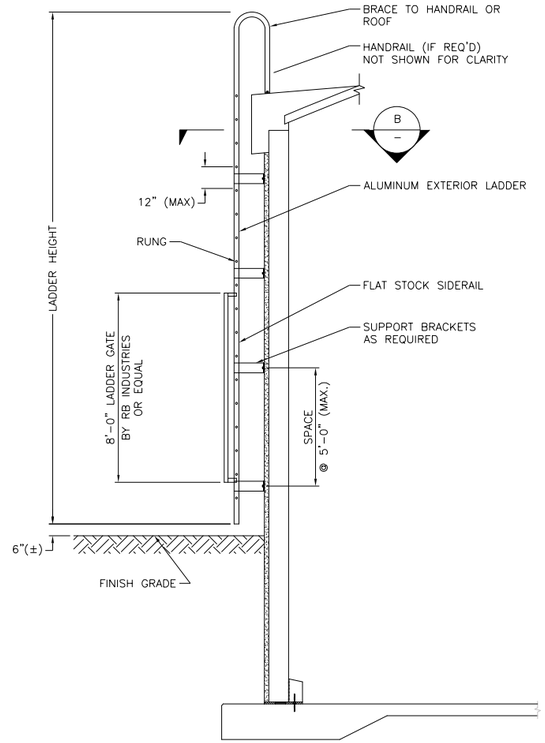


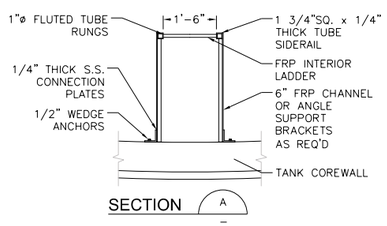
INTERIOR LADDER 1 / T1.0
1 REQ'D

INTERIOR LADDER NOTES:
1) LADDER MATERIAL SHALL BE FRP.
2) OSHA COMPLIANT FALL PREVENTION DEVICE SHALL BE INSTALLED (SST).
3) LADDER RUNGS TO BE SOLID BARS AND FLUTED.
4) USE SST WEDGE ANCHORS FOR ALL CONNECTIONS TO CONCRETE UNLESS NOTED OTHERWISE.

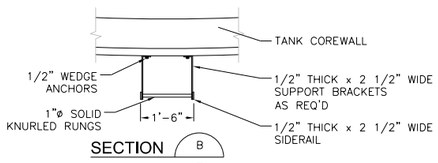


EXTERIOR LADDER 2 / T1.0
1 REQ'D

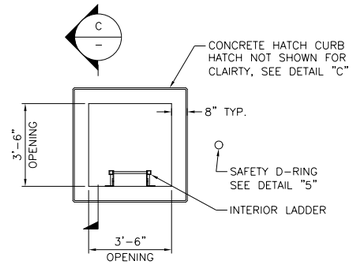
EXTERIOR LADDER NOTES:
1) ALL MATERIAL FOR EXTERIOR LADDER, SIDERAILS, RUNGS AND BRACKETS TO BE 6061-T6 ALUMINUM.
2) OSHA COMPLIANT FALL PREVENTION DEVICE SHALL BE INSTALLED (SST).
2) LADDER RUNGS TO BE SOLID BARS AND KNURLED.
3) ALL WELDS TO BE 3/16" MINIMUM.
4) ALL ALUMINUM IN CONTACT WITH CONCRETE MUST BE COATED WITH A HEAVY BITUMASTIC COATING, EPOXY PAINT OR SHIMMED USING PVC.
5) USE SST WEDGE ANCHORS FOR ALL CONNECTIONS TO CONCRETE UNLESS NOTED OTHERWISE.
6) WHERE SST BOLTS ARE IN CONTACT WITH DISSIMILAR METALS, USE INSULATING SLEEVES AND PHENOLIC WASHERS TO ELECTRICALLY ISOLATE THE BOLTS.
7) WHERE SST BOLTS ARE PLACED IN THE WALL EXTERIOR, DRILL AND PLACE AFTER WRAPPING AND BEFORE FINAL SHOTCRETING.



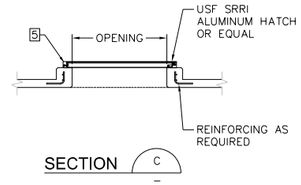
SECTION A



SECTION B

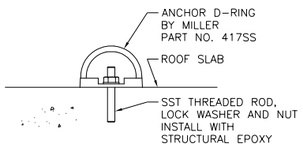


3'-6" SQ. ACCESS HATCH 3 / T1.0
1 REQ'D



SECTION C

ROOF HATCHES NOTES:
1) HATCHES TO BE SINGLE LEAF USF SRRI ALUMINUM HATCHES OR EQUAL.
2) ALL ALUMINUM IN CONTACT WITH CONCRETE MUST BE COATED WITH A HEAVY BITUMASTIC COATING, EPOXY PAINT OR SHIMMED USING PVC.
3) USE SST WEDGE ANCHORS FOR ALL CONNECTIONS TO CONCRETE UNLESS NOTED OTHERWISE.
4) WHERE SST BOLTS ARE IN CONTACT WITH DISSIMILAR METALS, USE INSULATING SLEEVES AND PHENOLIC WASHERS TO ELECTRICALLY ISOLATE THE BOLTS.
5) THE HATCH SHALL POSSESS A 2-INCH OVERLAP.



SAFETY D-RING 5
1 REQ'D @ EACH HATCH

STATE OF TEXAS
ANDREW A. SALINAS
128943
PROFESSIONAL LICENSED ENGINEER
2-20-24

THE CITY OF Edinburg

halff
5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503
(956) 664-0286
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FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS

TANK LADDERS AND HATCHES

Project No.: 43806.001	Issued: 2-20-24
Drawn By: J.A.	T4.0
Checked By: A.S.	Sheet Number
Scale: AS SHOWN	

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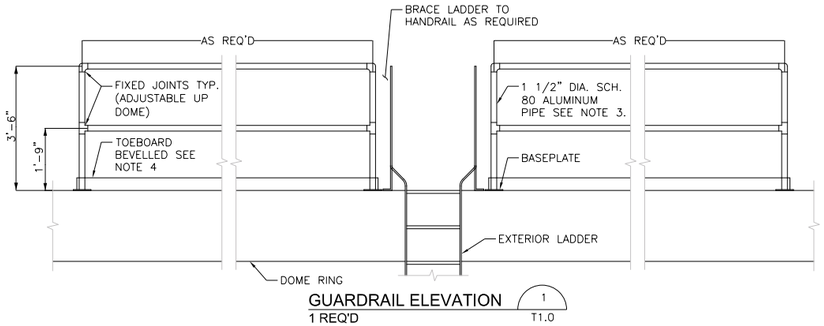
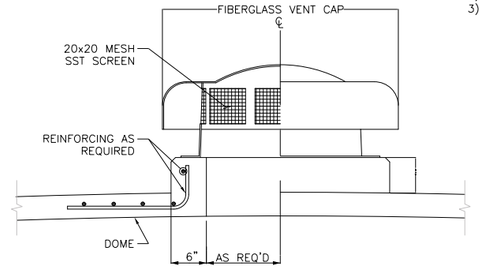


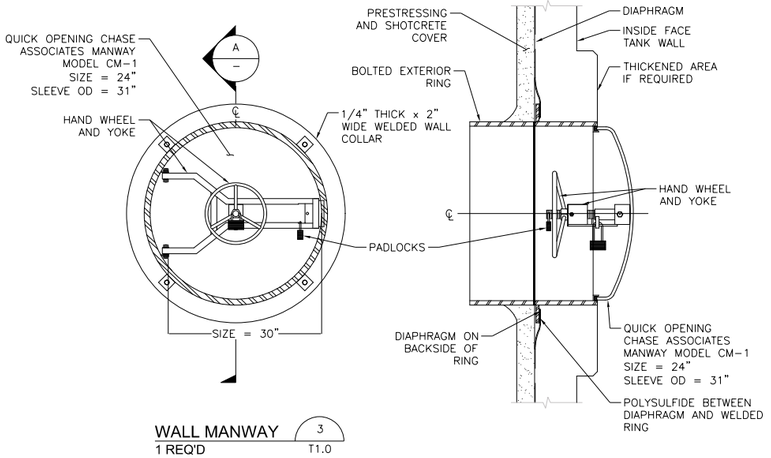
GUARDRAIL ELEVATION 1
1 REQ'D T1.0

GUARDRAIL NOTES:
1) ALL MATERIAL FOR RAILS AND POSTS TO BE 6061-T6 ALUMINUM.
2) HANDRAIL FITTINGS SHALL BE SPEEDRAIL BY HOLLAENDER, INC OR EQUAL.
3) HORIZONTAL RAILS AND POSTS TO BE 1 1/2" SCH 80 PIPE.
4) HOLLAENDER BEVELED TOE BOARD SHALL BE ATTACHED TO FRONT RAIL.
5) USE SST FOR ALL BOLTS UNLESS NOTED OTHERWISE.
6) USE SST WEDGE ANCHORS FOR ALL CONNECTIONS TO CONCRETE UNLESS NOTED OTHERWISE.



ROOF VENT 2
AS REQ'D T1.0

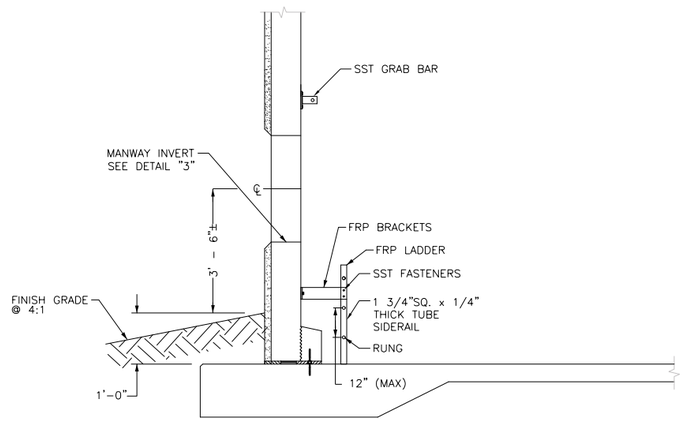
ROOF VENT NOTES:
1) VENT TO BE FIBERGLASS REINFORCED POLYMER.
2) SIZE PER PROJECT VENTING RATES.
3) USE SST WEDGE ANCHORS FOR ALL CONNECTIONS TO CONCRETE UNLESS NOTED OTHERWISE.



WALL MANWAY 3
1 REQ'D T1.0

SECTION A

WALL MANWAY NOTES:
1) MANWAY MATERIAL TO BE SST.
2) THE MANWAY WILL BE CAST INTO THE WALL AND THE EXTERIOR MANWAY RING WILL BE BOLTED ON AFTER TANK PRESTRESSING IS COMPLETE, PRIOR TO FINAL COVERCOAT PLACEMENT.



MANWAY LADDER 4
1 REQ'D T1.0

MANWAY LADDER NOTES:
1) ALL MATERIAL FOR LADDER AND RUNGS TO BE FIBER REINFORCED POLYMER.
2) MANWAY GRAB BAR TO BE SST.
3) LADDER RUNGS TO BE SOLID BARS AND FLUTED.
4) USE SST WEDGE ANCHORS FOR ALL CONNECTIONS TO CONCRETE UNLESS NOTED OTHERWISE.

STATE OF TEXAS
ANDREW A. SALINAS
128943
LICENSED
PROFESSIONAL ENGINEER
2-20-24

THE CITY OF Edinburg

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FOR
US HIGHWAY NORTH 281
EDINBURG, TEXAS

MISCELLANEOUS APPURTENANCES

Project No.: 43806.001	Issued: 2-20-24
Drawn By: J.A.	T5.0
Checked By: A.S.	Sheet Number
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MELDEN & HUNT

WORK ORDER

FINAL DELIVERABLES

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO A. REYNA • RUBEN JAMES DE JESUS
TBPELS Firm # F-1435
TBPELS # 10096900

Wednesday, December 1, 2021

Mr. Gerardo Carmona Jr., P.E.
City of Edinburg, Director of Utilities
415 W. University Drive
Edinburg, Texas 78541

Re: North 281 Water Line Improvements Report

Dear Gerardo:

As you are aware, the original report for this project represented the minimum water line improvements necessary to relocate lines to eliminate conflicts and accommodate TexDOT's plans for improvements along US Hwy. 281. Since the submission of the original report a number of decisions have been made for the overall improvement of the project. For example, the report suggested that a hydropneumatic tank could be used in an interim period with the ultimate solution being the construction of an elevated storage tank. The City has selected to go ahead construct the elevated storage tank at this time. The City has also decided to replace some of the old 6" AC lines as part of the project. Finally, new information regarding conflicts with the proposed TexDOT improvements are requiring that additional water lines be constructed to eliminate the conflict.

The TxDOT realignment of Hwy. 281 is forcing Edinburg to move its water system where it conflicts with the TxDOT plans. The lines not in conflict may remain in service and continue to be utilized to serve the area. Figures #4 thru #12 on the following pages show which lines will need to be abandoned and which lines can remain in service. Improvements will need to be made to restore existing service as well as provide for future demands. The location and size of the proposed water line improvements are shown in Figures #13 thru #21. A hydraulic analysis of the system was performed with the removal and replacement of water lines as necessary for the TxDOT realignment and as required to meet minimum TCEQ requirements for providing service to the area. Three different periods were considered in the analysis. First, how the proposed system improvements will function in providing service in the immediate period after relocation occurs. Second, how the proposed improvements will function 15 years into the future and what, if any, other improvements may be necessary. Finally, what other improvements may be required or should be considered 30 years into the future. The computer model of the system was utilized to determine the minimum improvements necessary to service the area both now and into the future. Figures #22 thru #29 show the results of the computer modeling for the 2020 time period. Figures #30 thru #37 show the results of the computer modeling for the 2035 time period. Figures #38 thru #45 show the results of the computer modeling for the 2050 time period.

The proposed booster station to be constructed should consists of a minimum 141,000 gallon ground storage tank (GST) supplying water for two booster pumps (one operating and one spare). The booster pumps will have a design service point of 320 gpm at a total dynamic head of 190 feet at 100% RPM. Both

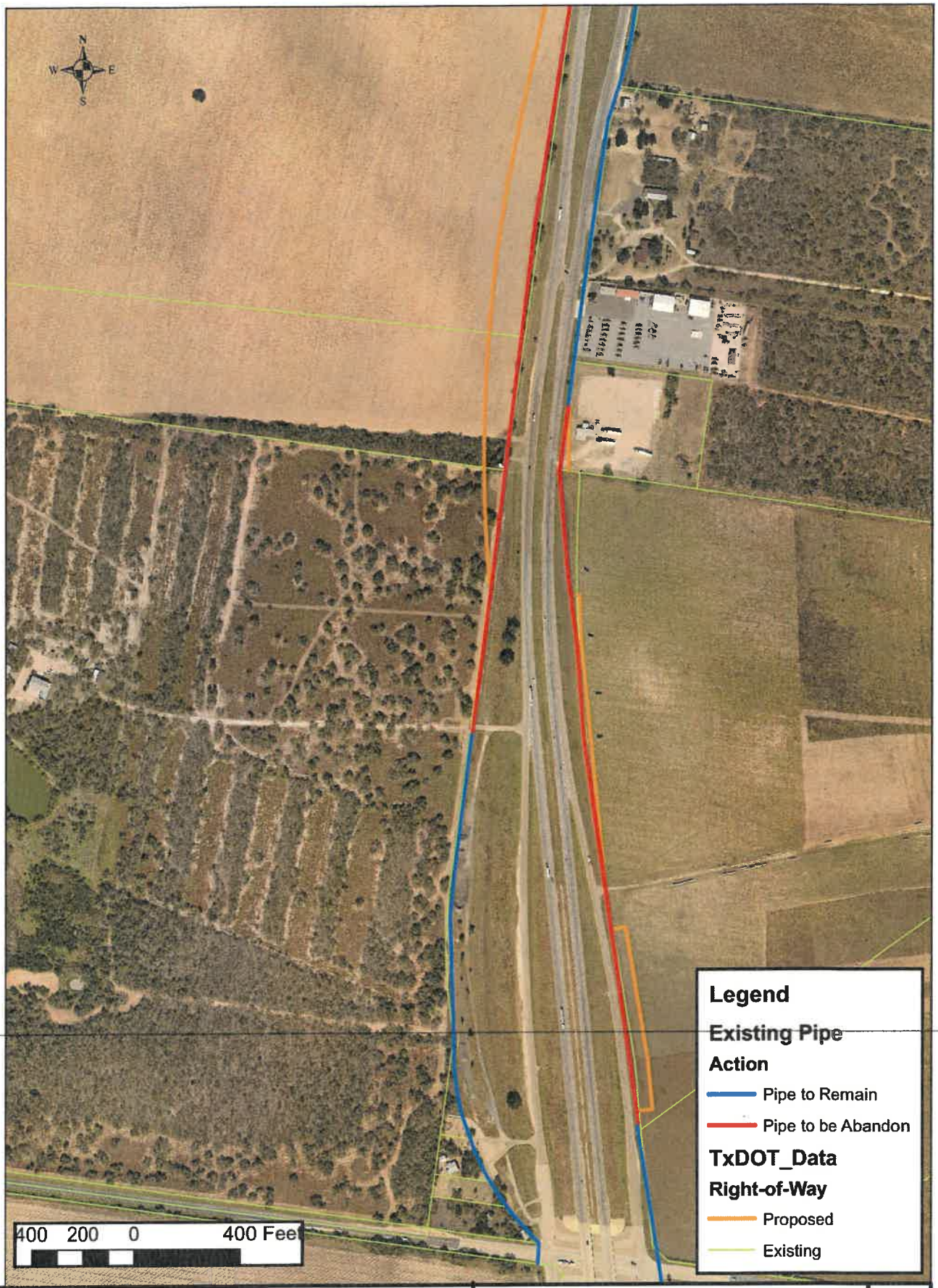
booster pumps will be equipped with variable frequency drives (VFDs). The following represents the suggested control scheme for the proposed booster station. The GST will be fed by the area distribution line and the fill rate will be controlled automatically by a hydraulically actuated valve at the base of the GST. The Booster Pumps will draw water from the GST and then pump water to a set pressure into the distribution system. One of the Booster Pumps will be the lead pump and the other will be the lag pump. The pumps are to be equipped so that lead and lag pumps alternate so that pump operational hours can be evenly shared. A local Distribution Line Pressure Transmitter is used to provide input to the VFD for automatic control of the Lead Pump RPM to have the pump chase a programmed Distribution Pressure Setpoint. The on/off control of the new Booster Pumps will be from level indication signals from the new elevated storage tank. When the elevated storage tank is full the pumps will shut off. When the tank empties to a setpoint level, the booster pump will turn on. Low level lock-outs and other pump protection features will need to be employed.

The proposed 400,000 gallon elevated storage tank should be constructed with a maximum ground to overflow dimension of 143'. The tank should be equipped with a two-way attitude valve. Also, a pressure transducer for level instrumentation and communication equipment will be needed to provide signals for on/off back at the booster station. It would be important to include the tank level information into the City's SCADA system for operators to have knowledge of the elevated storage tank level and at minimum the pump status of the booster station.

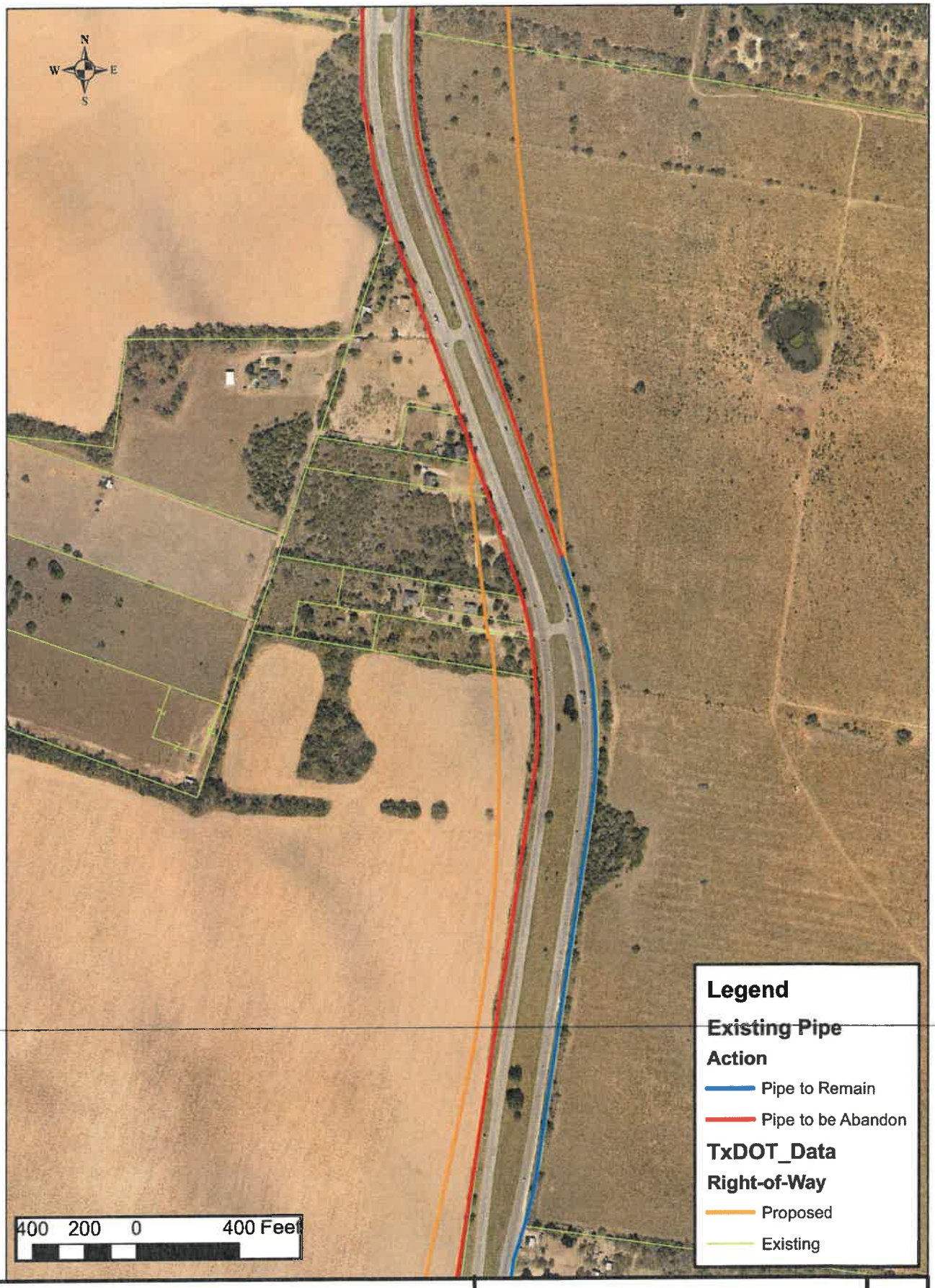
Let me know if you have any questions.

Sincerely,

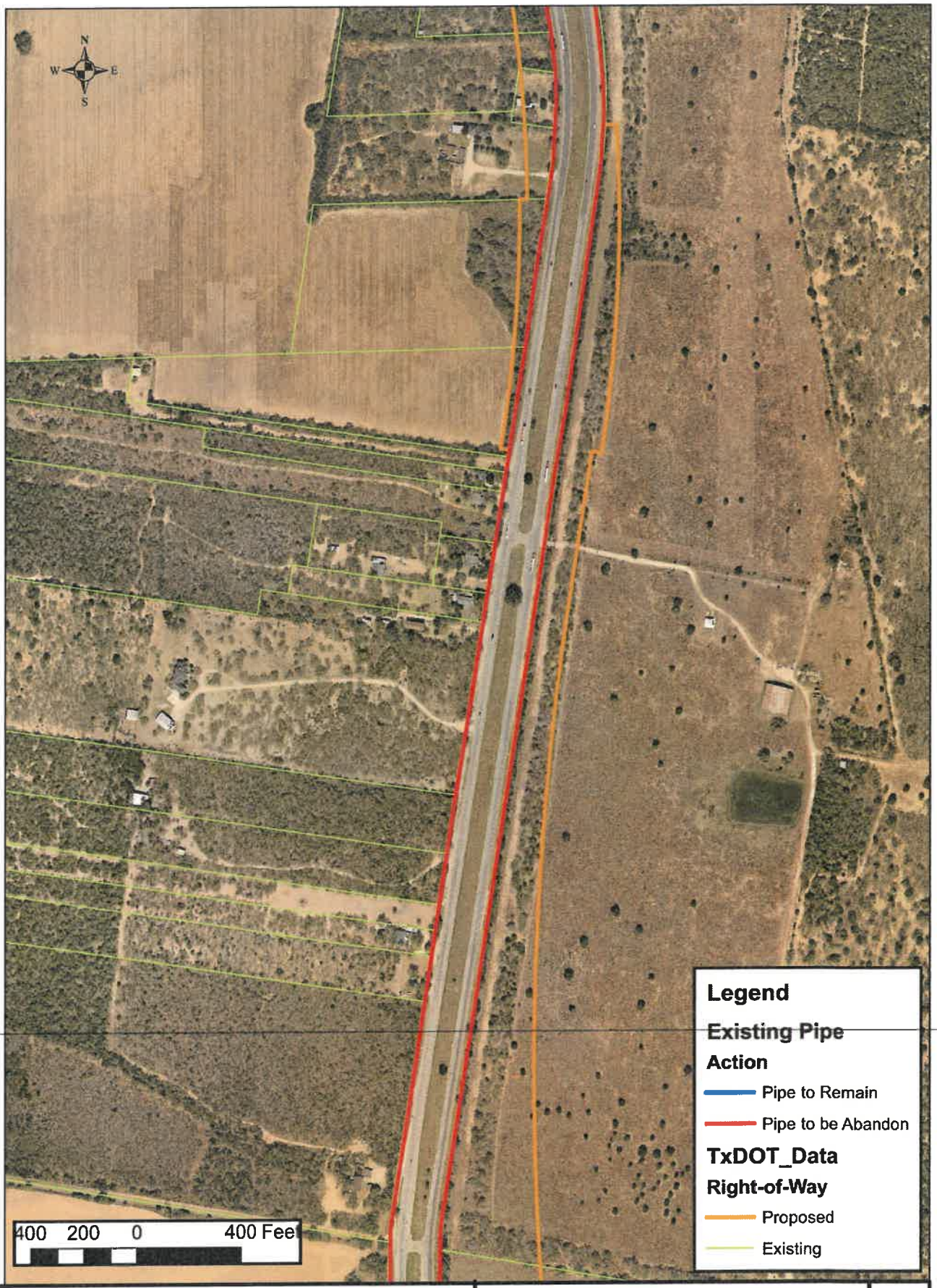
Allan F. Booe, P.E.



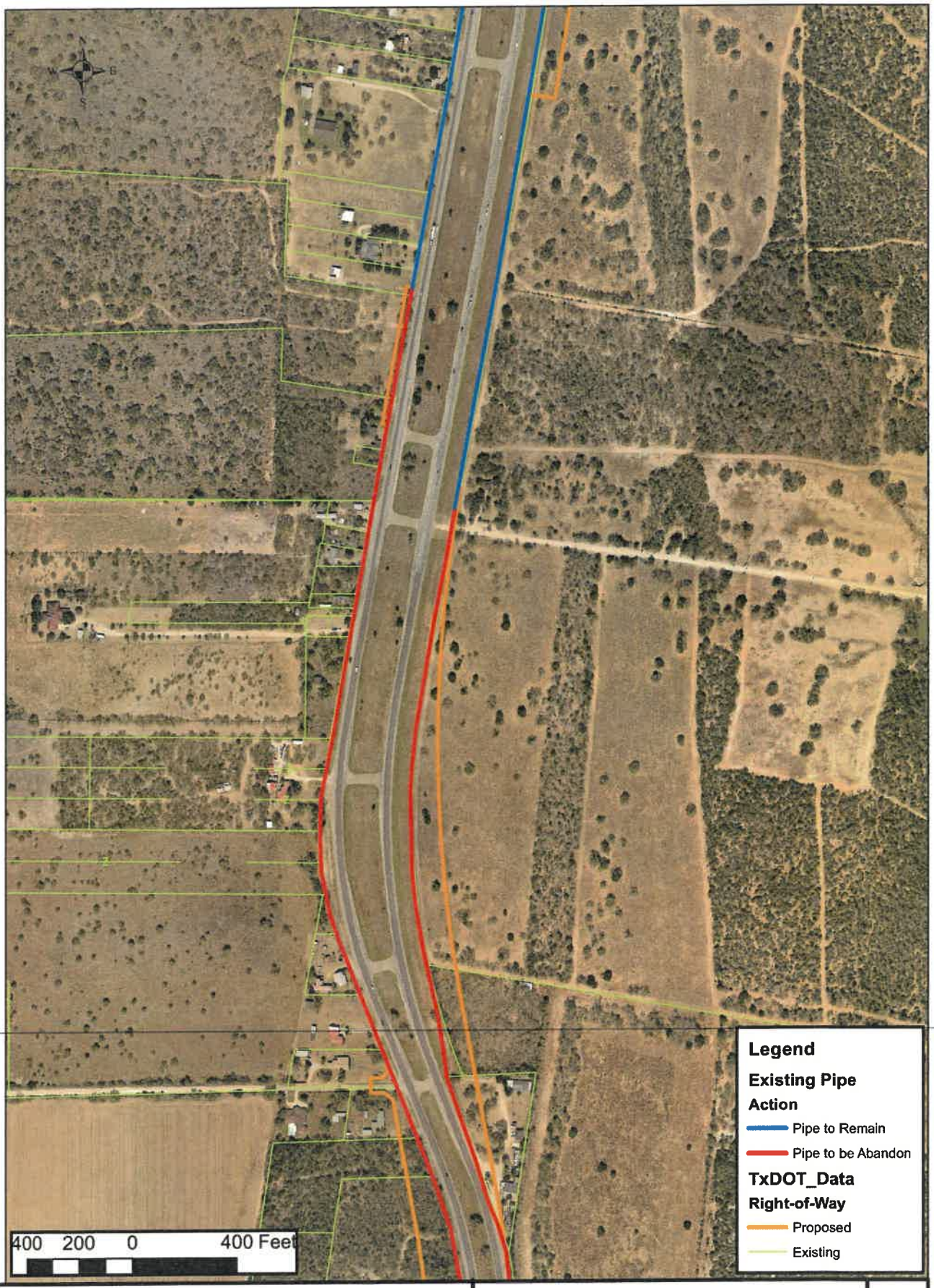
City of Edinburg **Water Distribution Modeling Along** **Hwy. 281 North of FM 490**	**Existing Waterlines** **Which Stay and** **Which are Abandoned** **Revised 11/15/21**	**Figure #4**



City of Edinburg **Water Distribution Modeling Along** **Hwy. 281 North of FM 490**	**Existing Waterlines** **Which Stay and** **Which are Abandoned** **Revised 11/15/21**	**Figure #5**



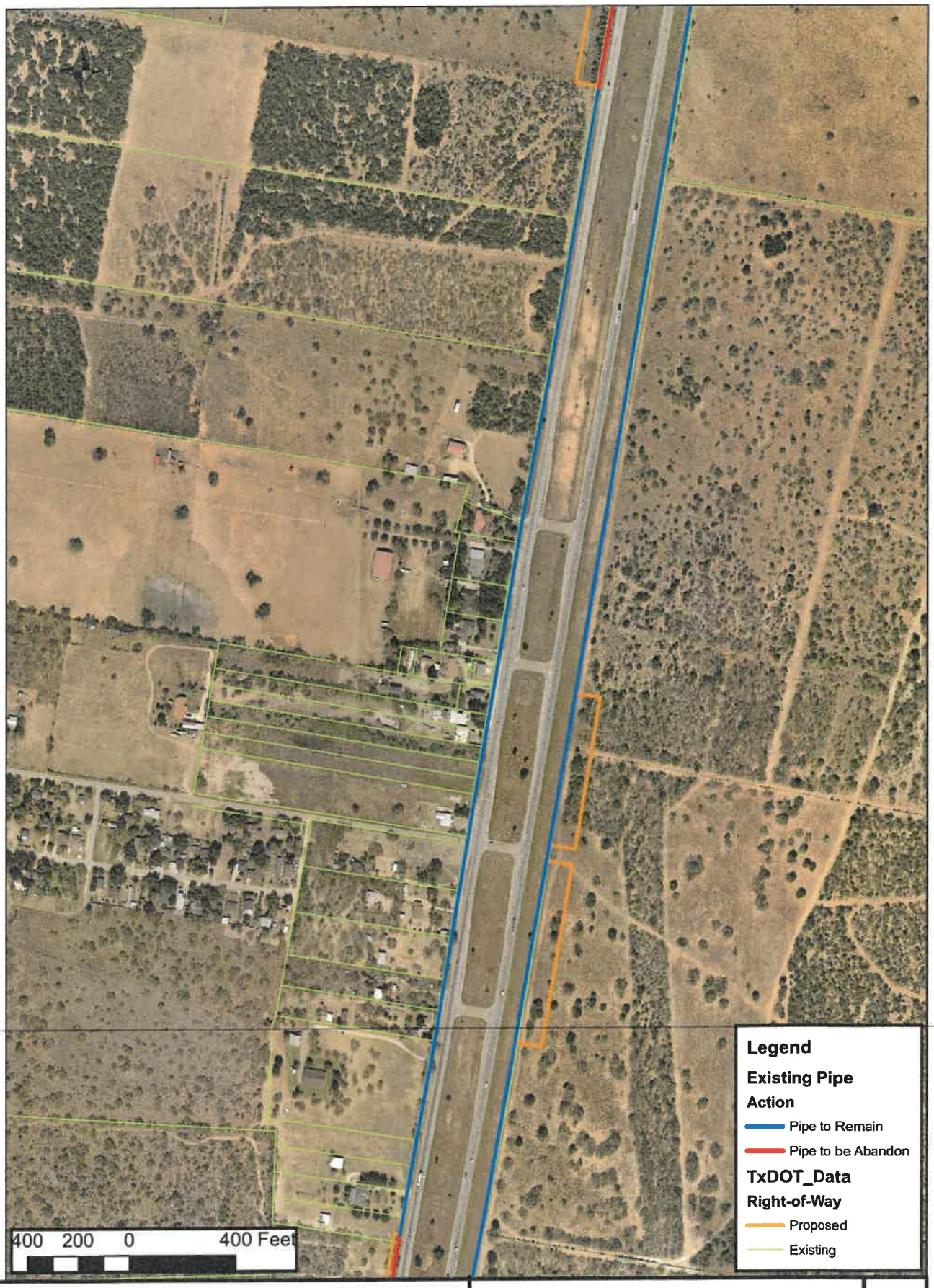
City of Edinburg **Water Distribution Modeling Along** **Hwy. 281 North of FM 490**	**Existing Waterlines** **Which Stay and** **Which are Abandoned** **Revised 11/15/21**	**Figure #6**



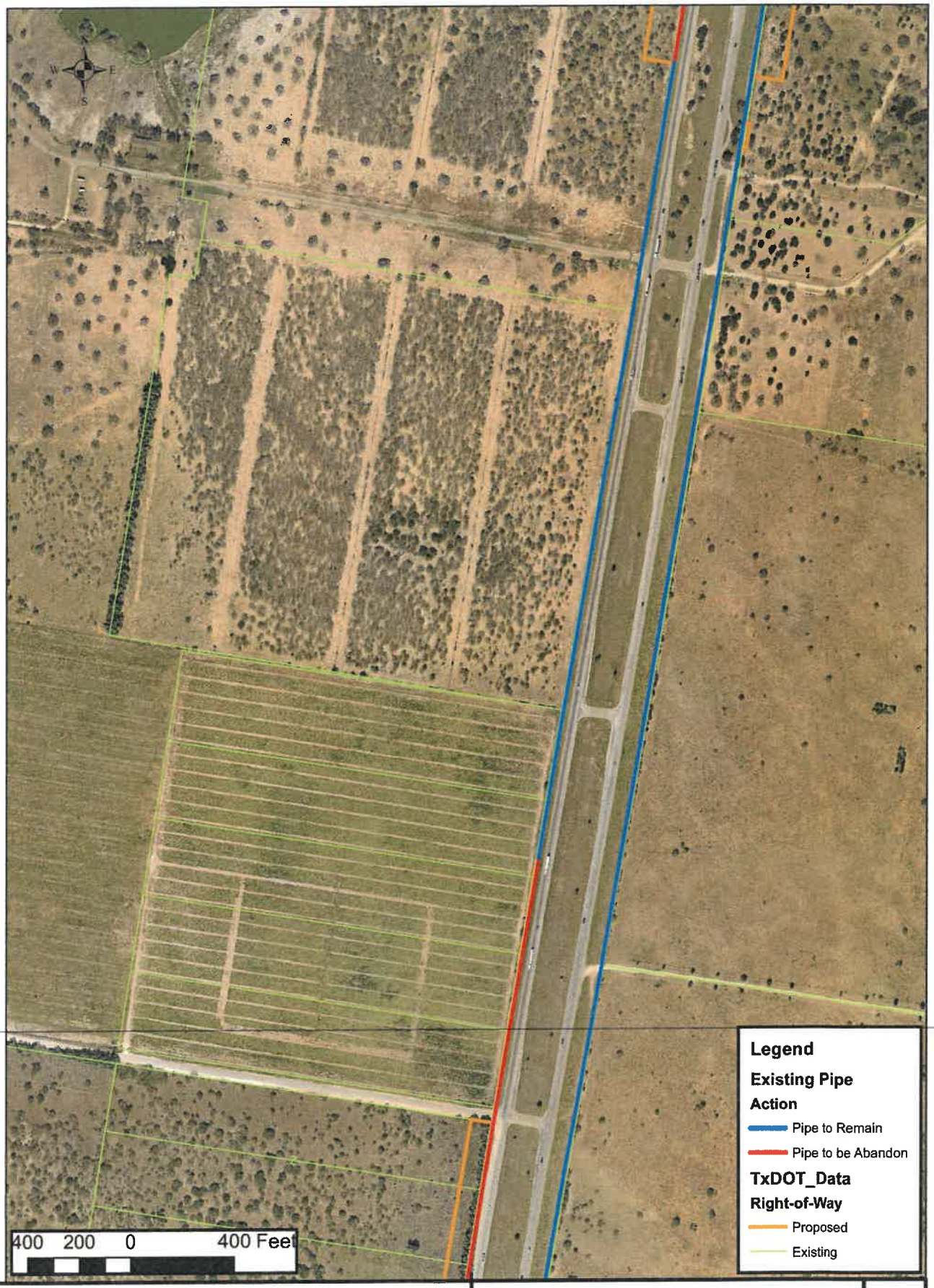
City of Edinburg
Water Distribution Modeling Along Hwy. 281 North of FM 490

Existing Waterlines Which Stay and Which are Abandoned Revised 11/29/21

Figure #7



City of Edinburg **Water Distribution Modeling Along** **Hwy. 281 North of FM 490**	**Existing Waterlines** **Which Stay and** **Which are Abandoned** **Revised 11/29/21**	**Figure #8**



City of Edinburg
Water Distribution Modeling Along Hwy. 281 North of FM 490

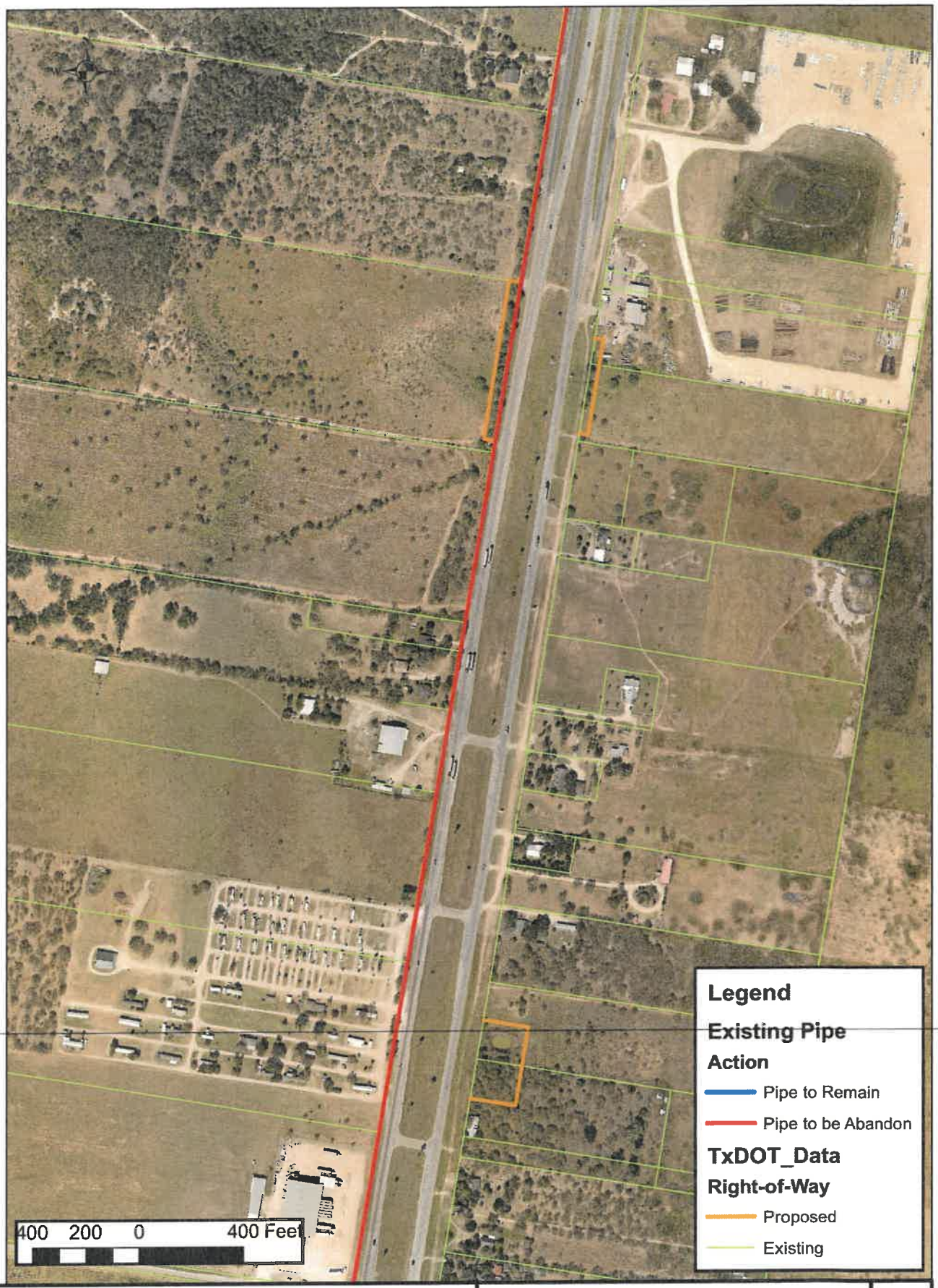
Existing Waterlines Which Stay and Which are Abandoned Revised 11/29/21

Figure #9

City of Edinburg
Water Distribution Modeling Along Hwy. 281 North of FM 490

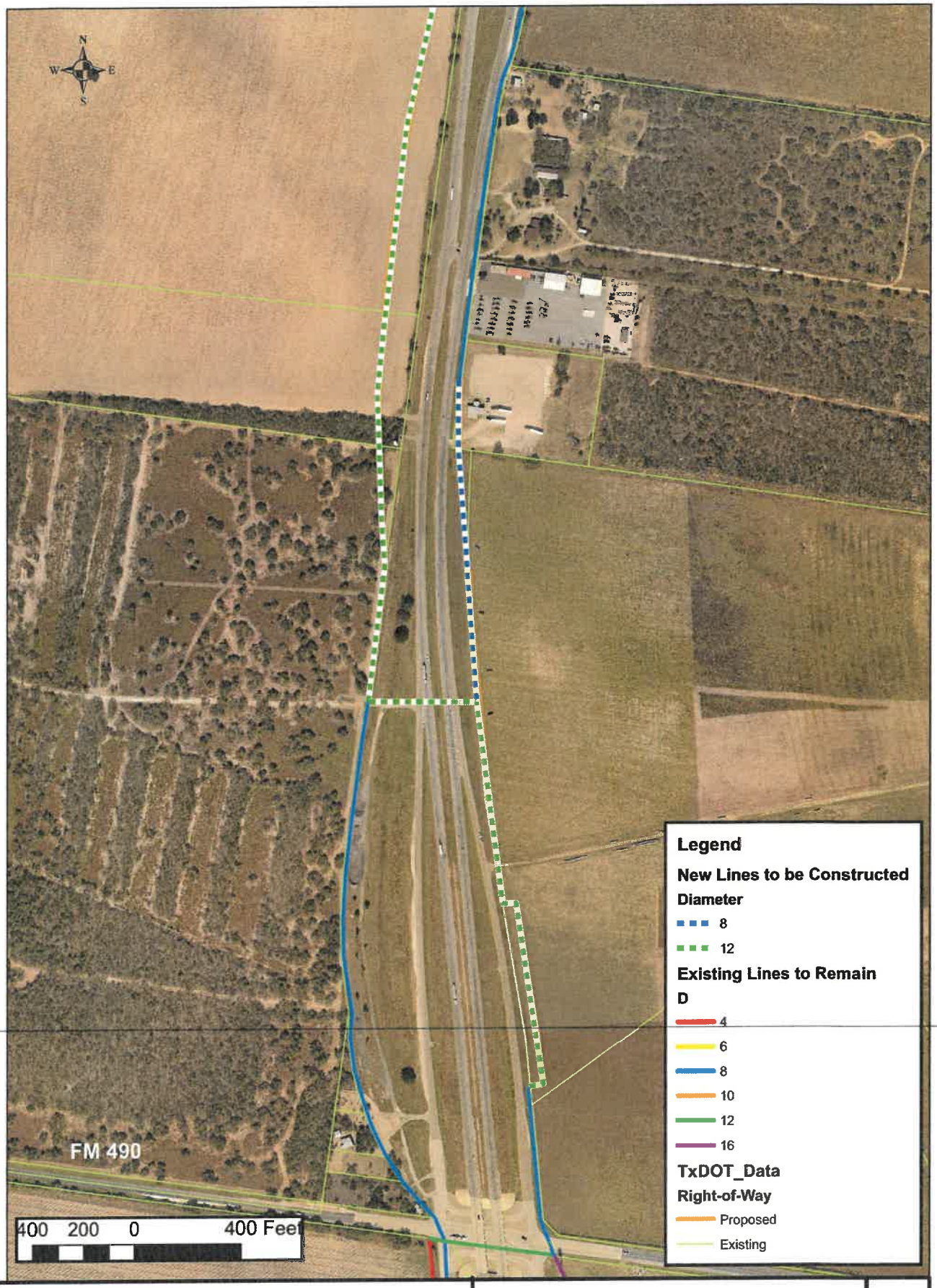
Existing Waterlines Which Stay and Which are Abandoned Revised 11/29/21

Figure #10

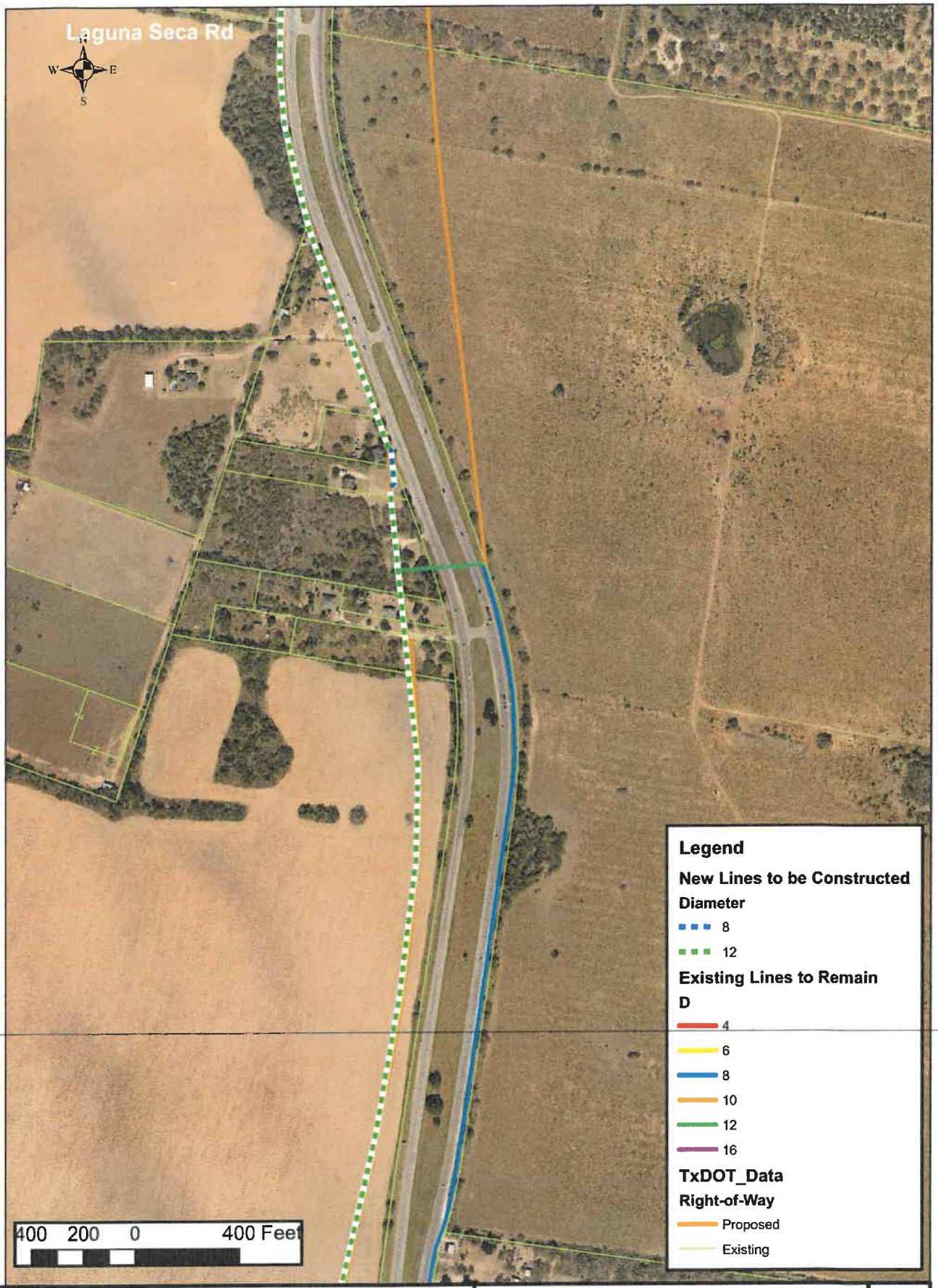


City of Edinburg **Water Distribution Modeling Along** **Hwy. 281 North of FM 490**	**Existing Waterlines** **Which Stay and** **Which are Abandoned** **Revised 11/15/21**	**Figure #11**

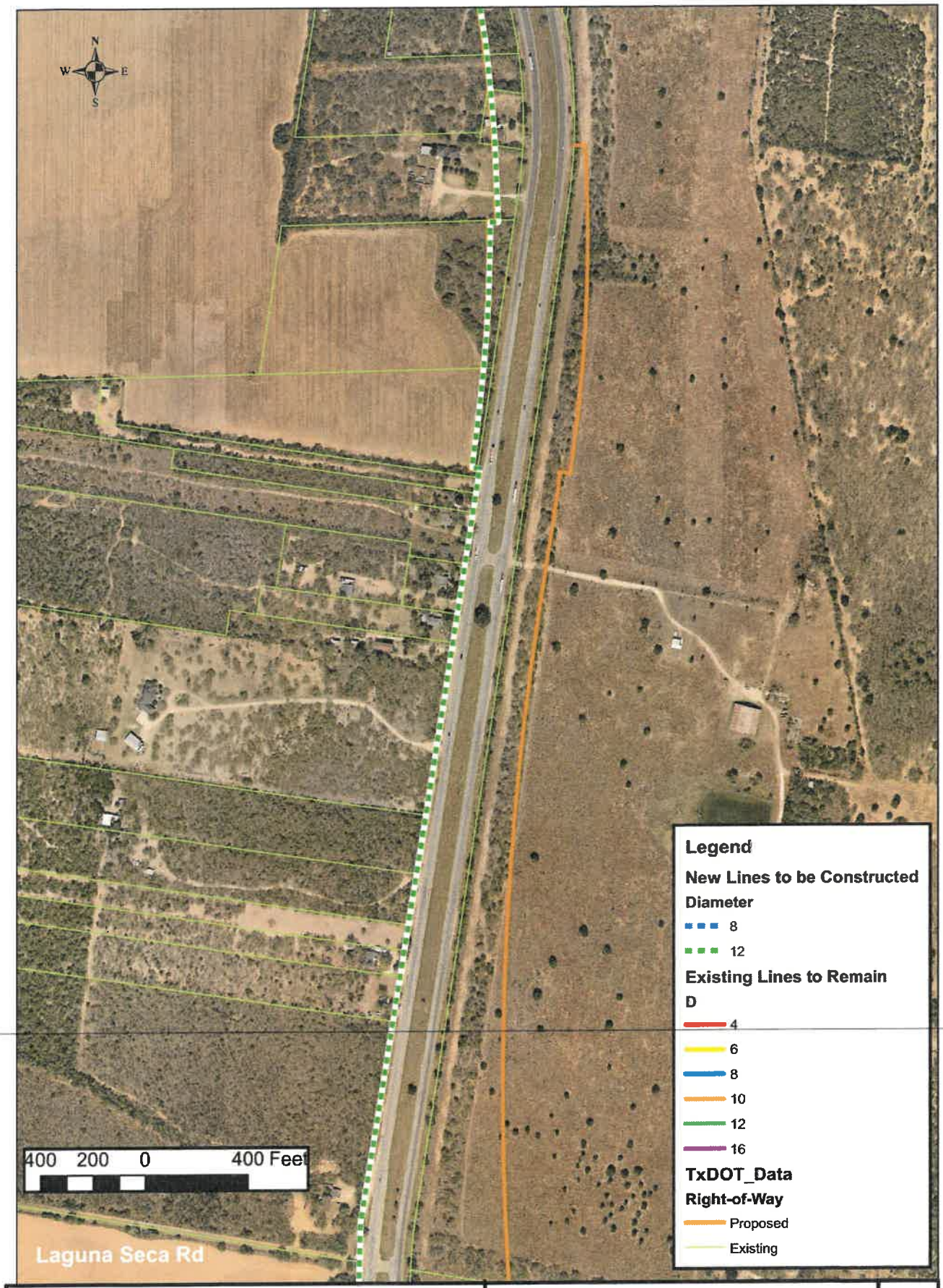
City of Edinburg **Water Distribution Modeling Along** **Hwy. 281 North of FM 490**	**Existing Waterlines** **Which Stay and** **Which are Abandoned** **Revised 11/15/21**	**Figure #12**



City of Edinburg **Water Distribution Modeling Along Hwy. 281 North of FM 490**	**New Waterlines where Construction is Required** **Revised 11/15/21**	**Figure #13**



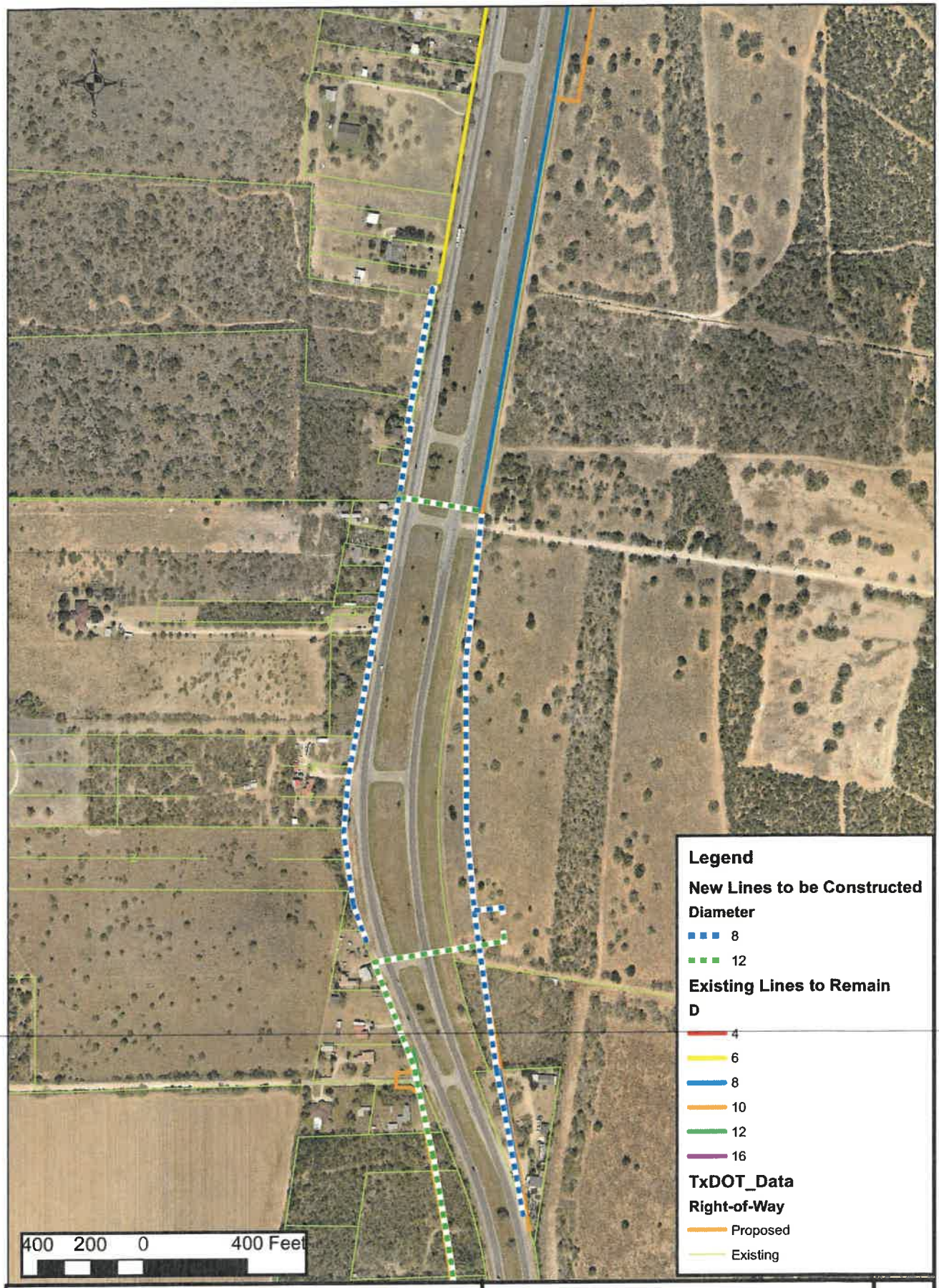
City of Edinburg **Water Distribution Modeling Along** **Hwy. 281 North of FM 490**	**New Waterlines where** **Construction is Required** **Revised 11/15/21**	**Figure #14**



City of Edinburg
Water Distribution Modeling Along Hwy. 281 North of FM 490

New Waterlines where Construction is Required
Revised 11/15/21

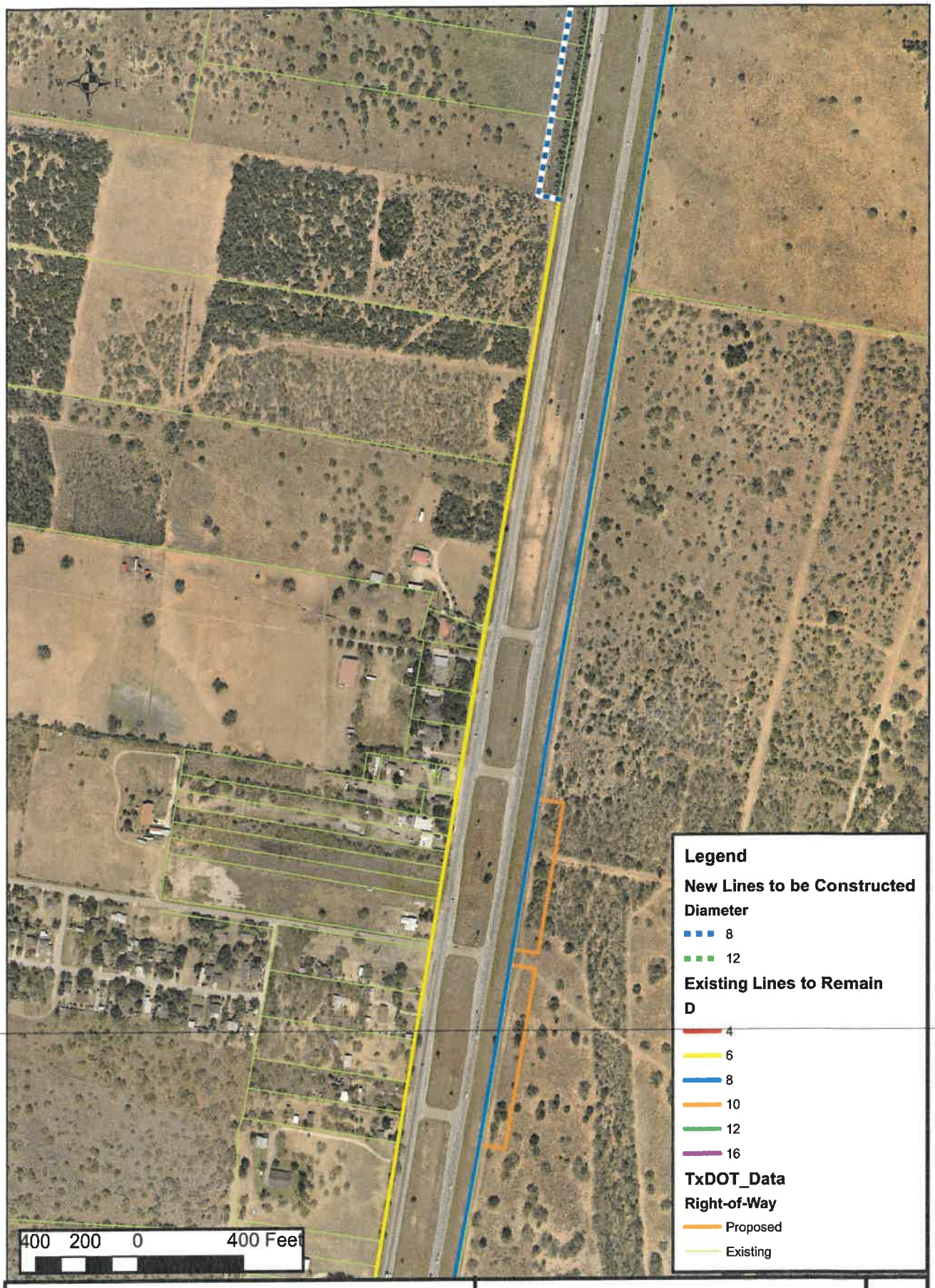
Figure #15



City of Edinburg
Water Distribution Modeling Along Hwy. 281 North of FM 490

New Waterlines where Construction is Required
Revised 11/29/21

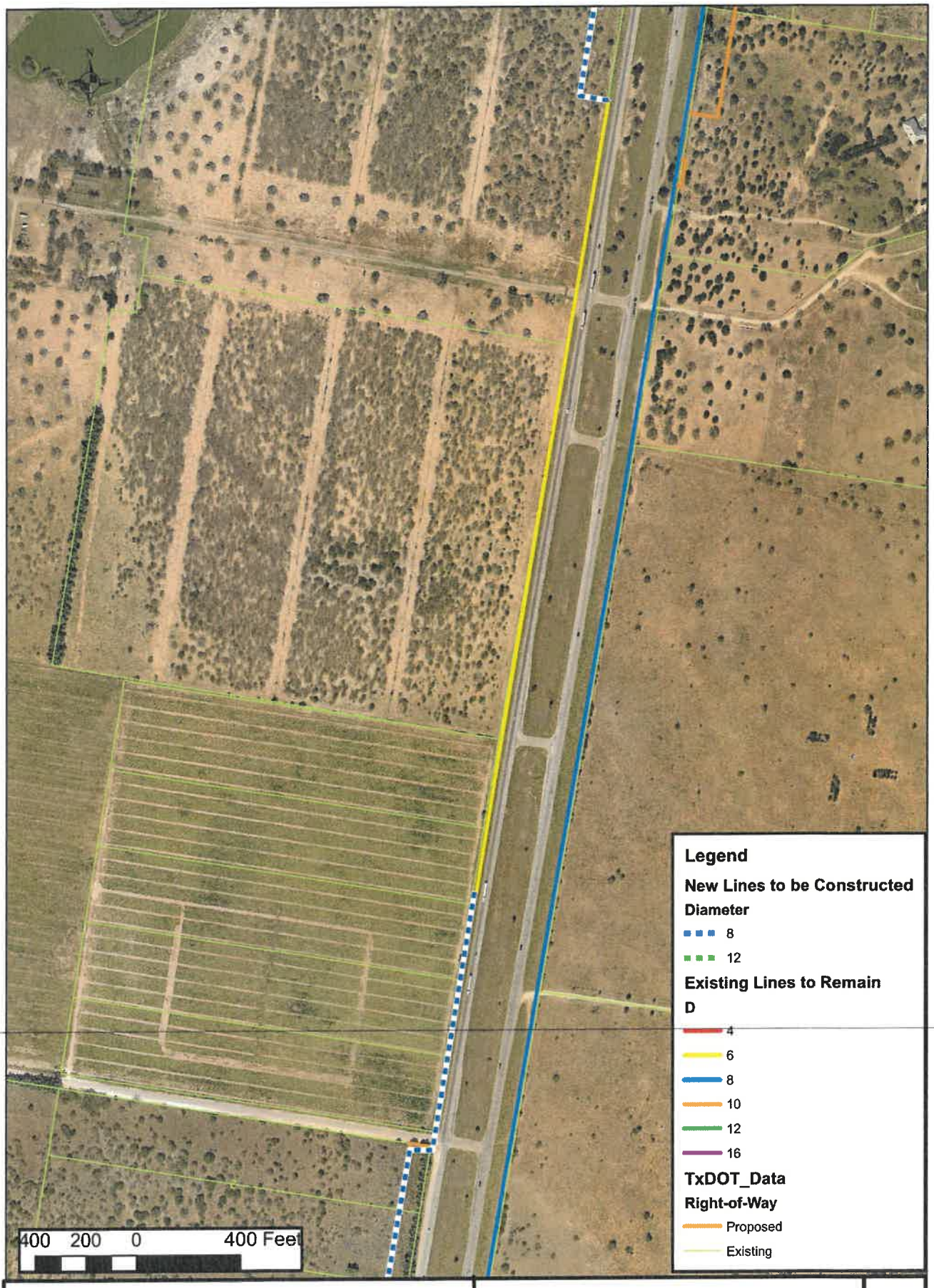
Figure #16



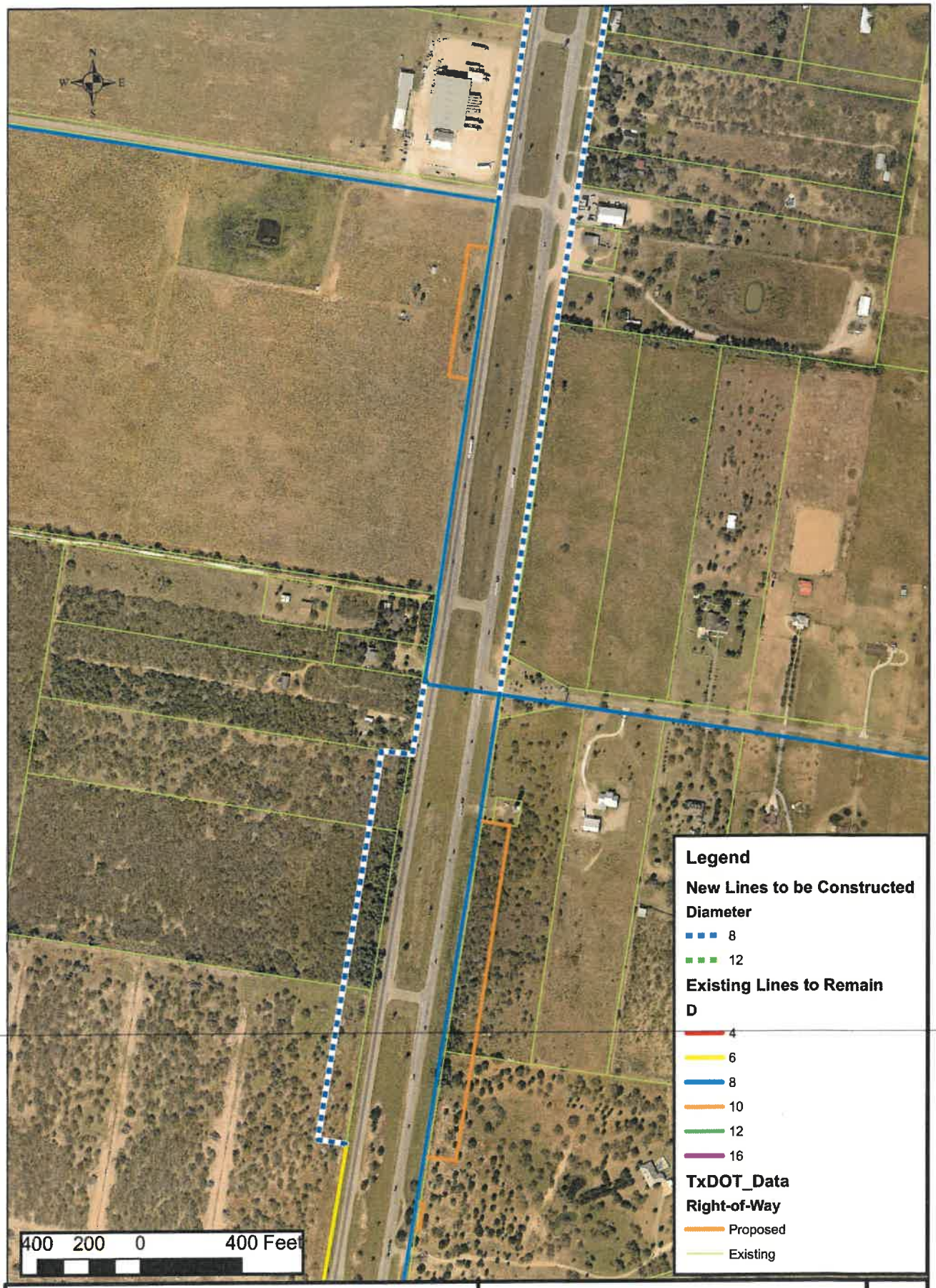
City of Edinburg
Water Distribution Modeling Along Hwy. 281 North of FM 490

New Waterlines where Construction is Required
Revised 11/29/21

Figure #17



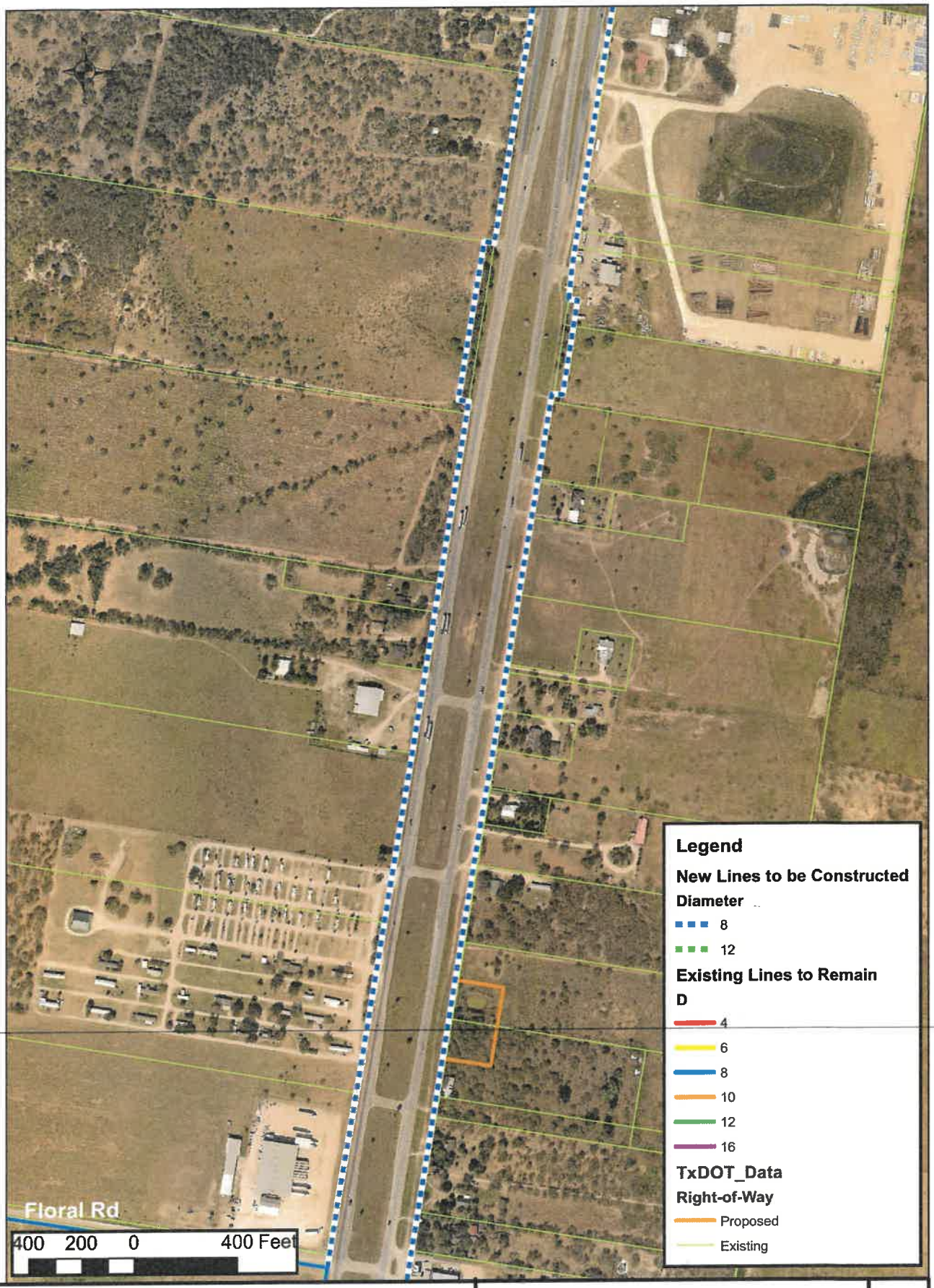
City of Edinburg **Water Distribution Modeling Along Hwy. 281 North of FM 490**	**New Waterlines where Construction is Required** **Revised 11/29/21**	**Figure #18**



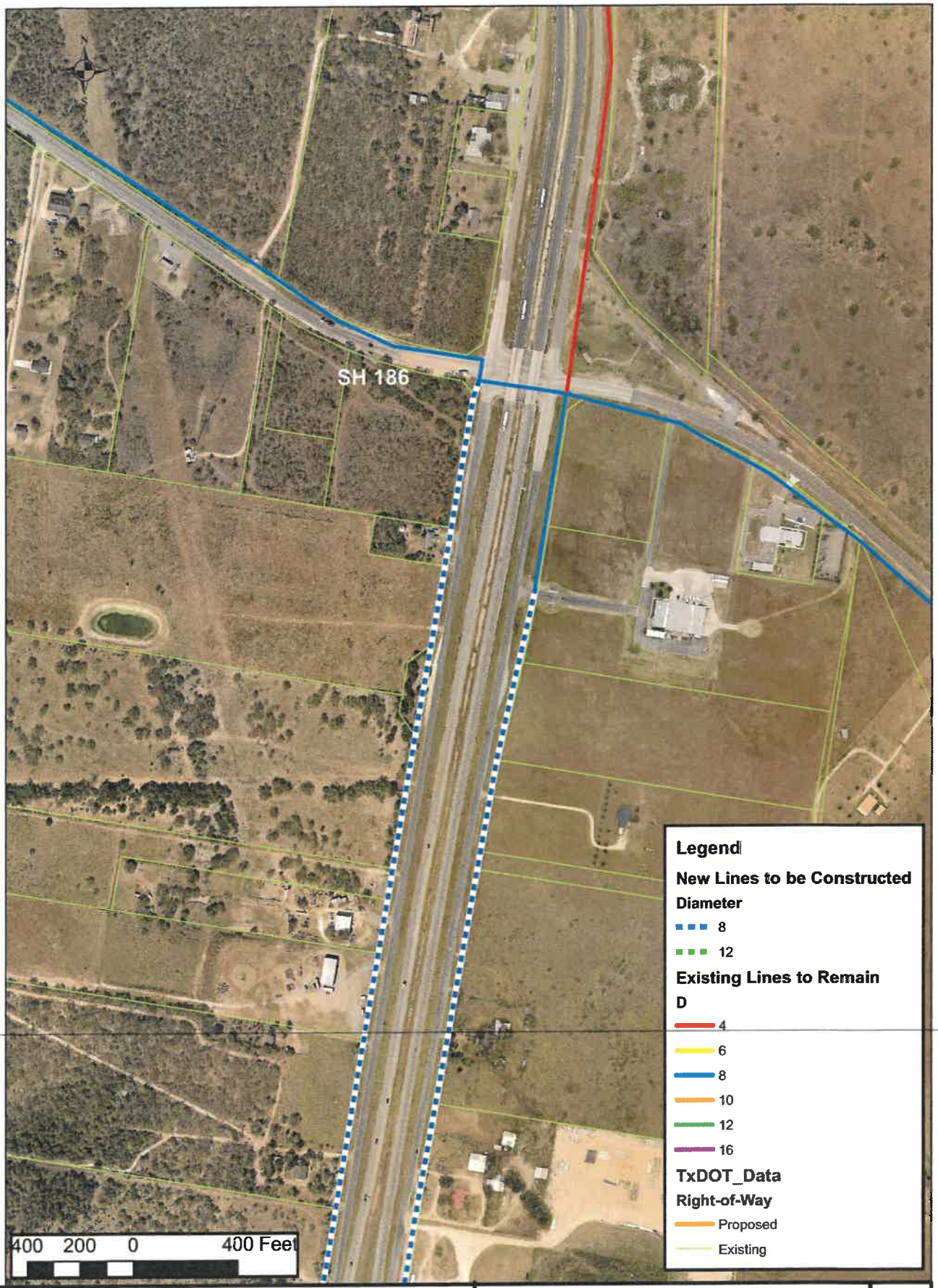
City of Edinburg
Water Distribution Modeling Along Hwy. 281 North of FM 490

New Waterlines where Construction is Required
Revised 11/29/21

Figure #19



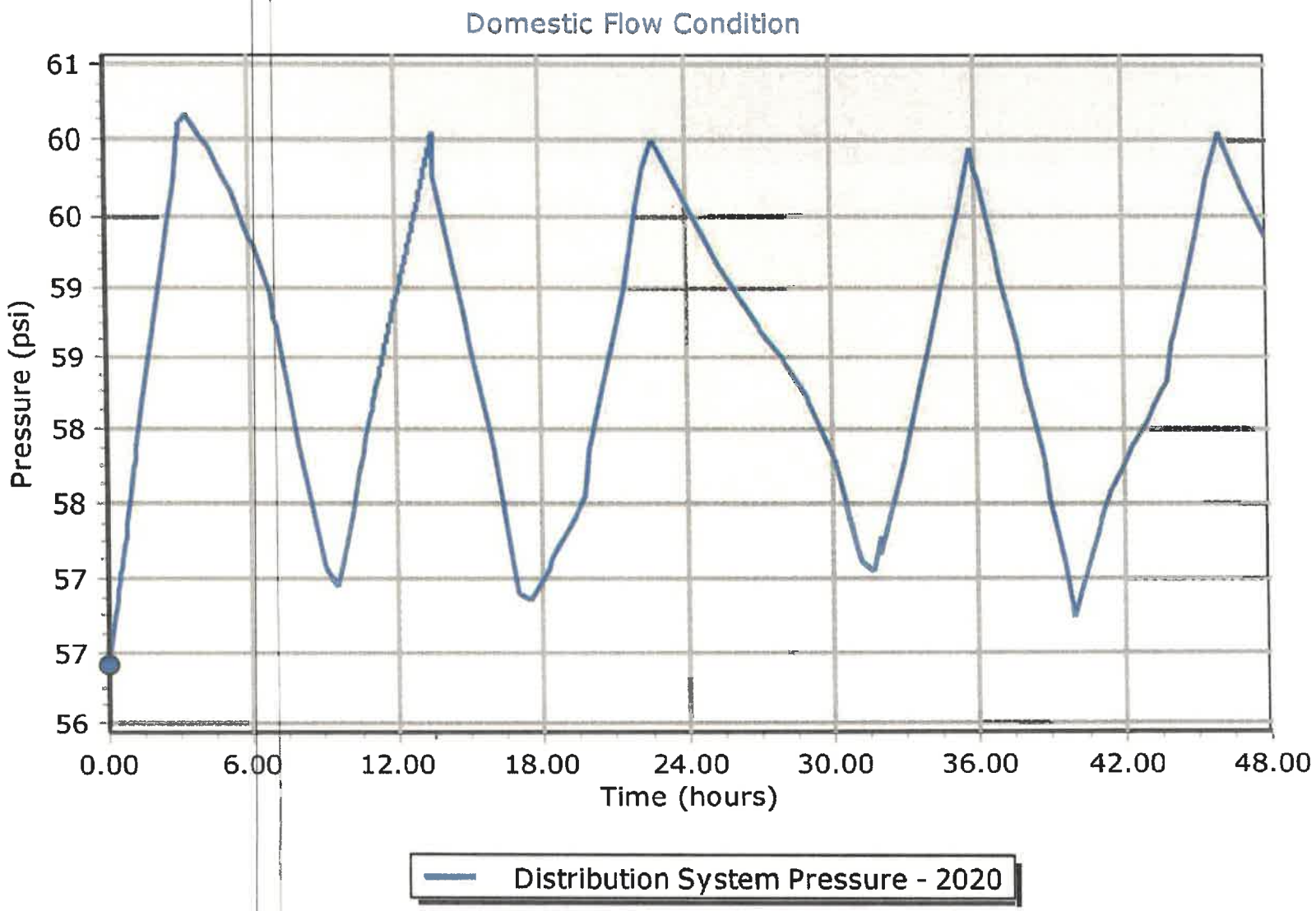
City of Edinburg **Water Distribution Modeling Along** **Hwy. 281 North of FM 490**	**New Waterlines where** **Construction is Required** **Revised 11/15/21**	**Figure #20**

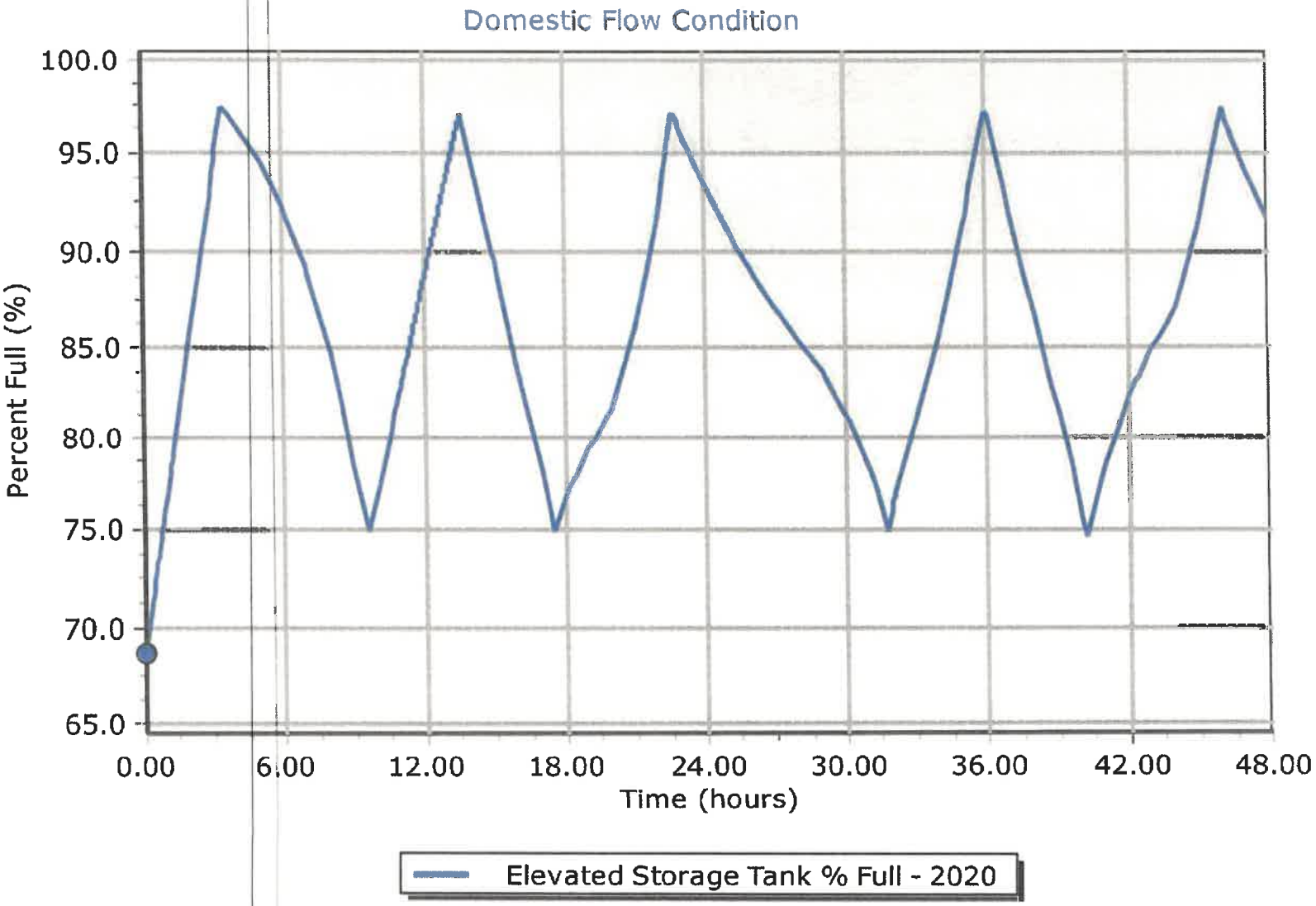


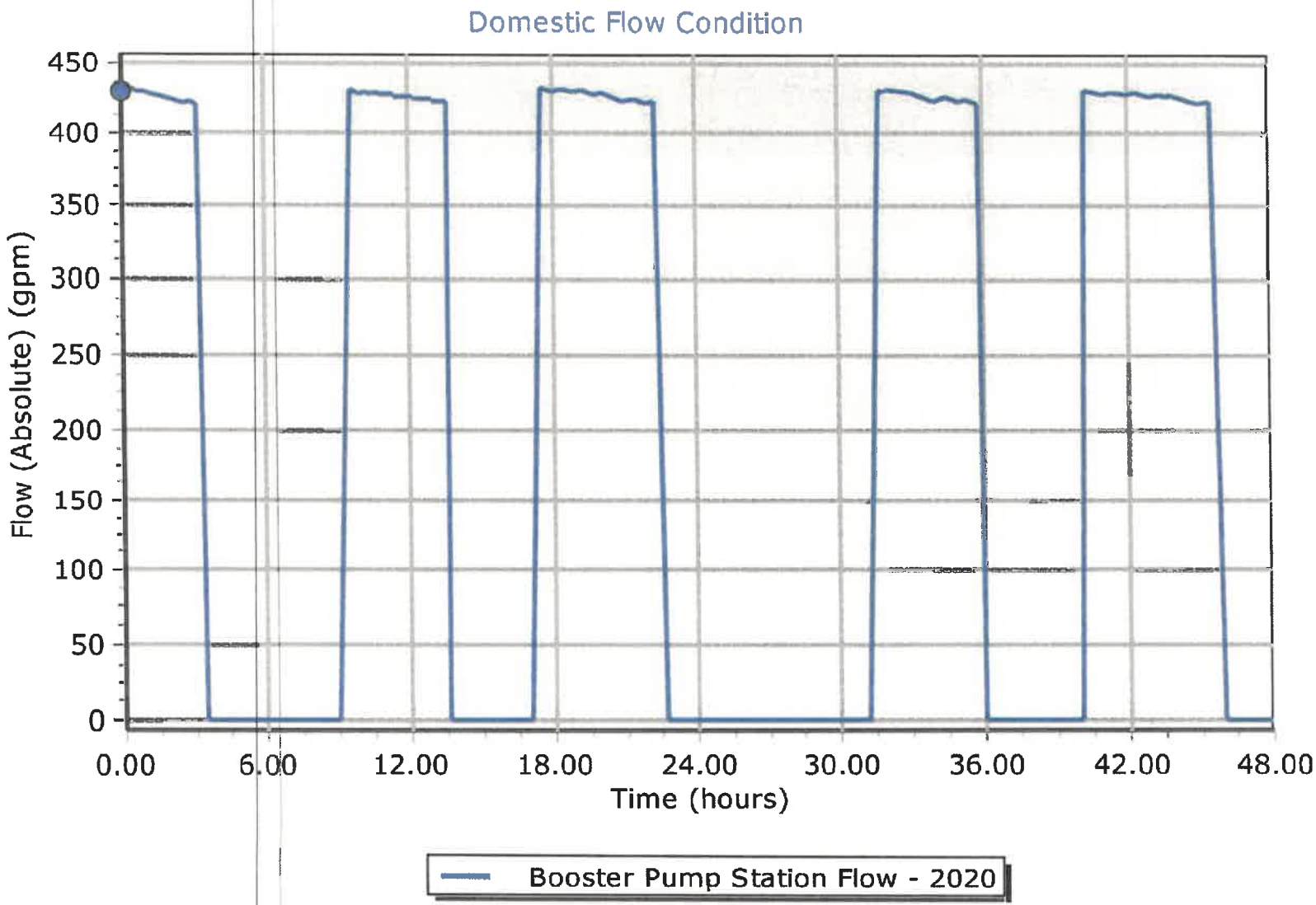
City of Edinburg
Water Distribution Modeling Along Hwy. 281 North of FM 490

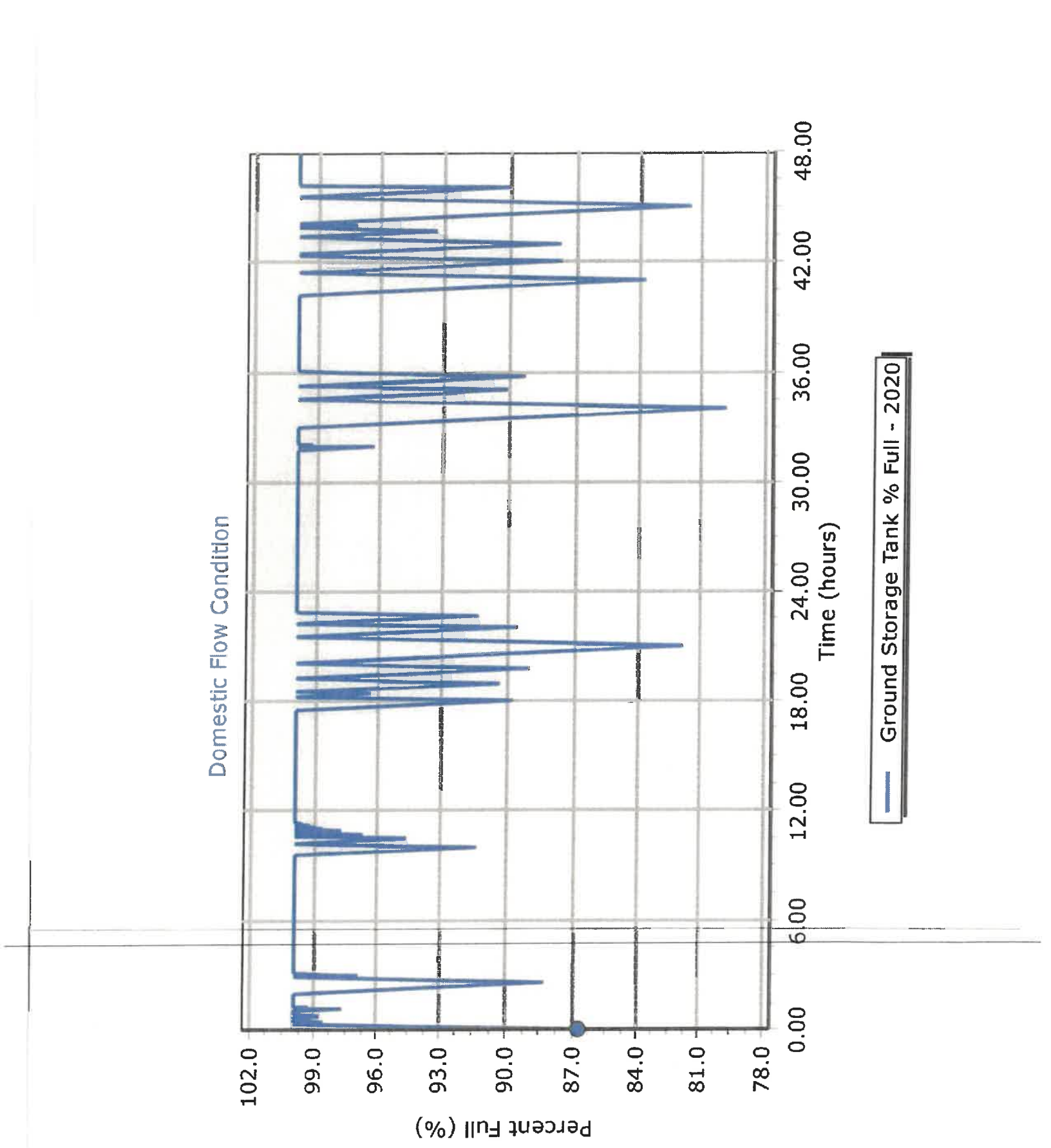
New Waterlines where Construction is Required
Revised 11/15/21

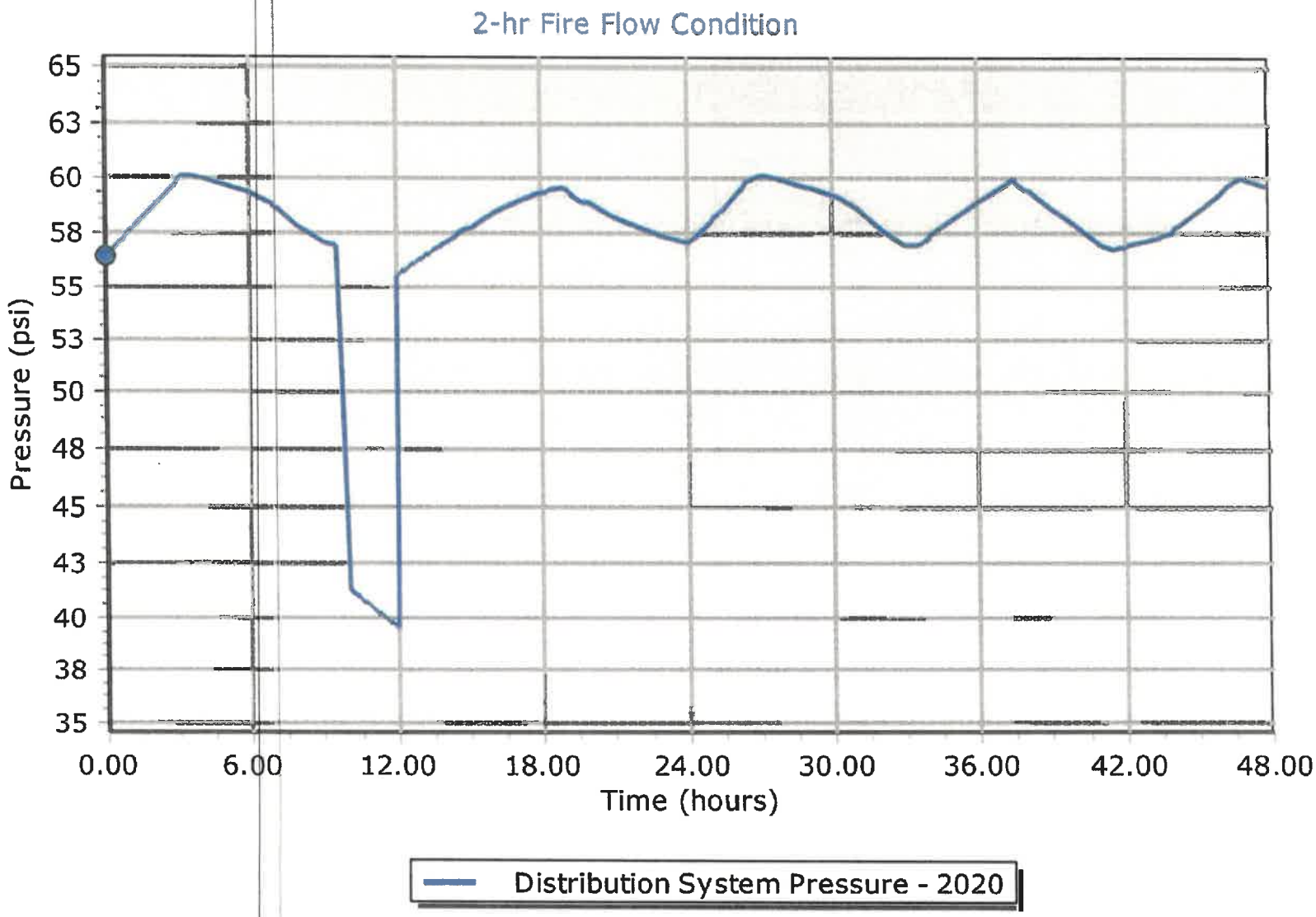
Figure #21

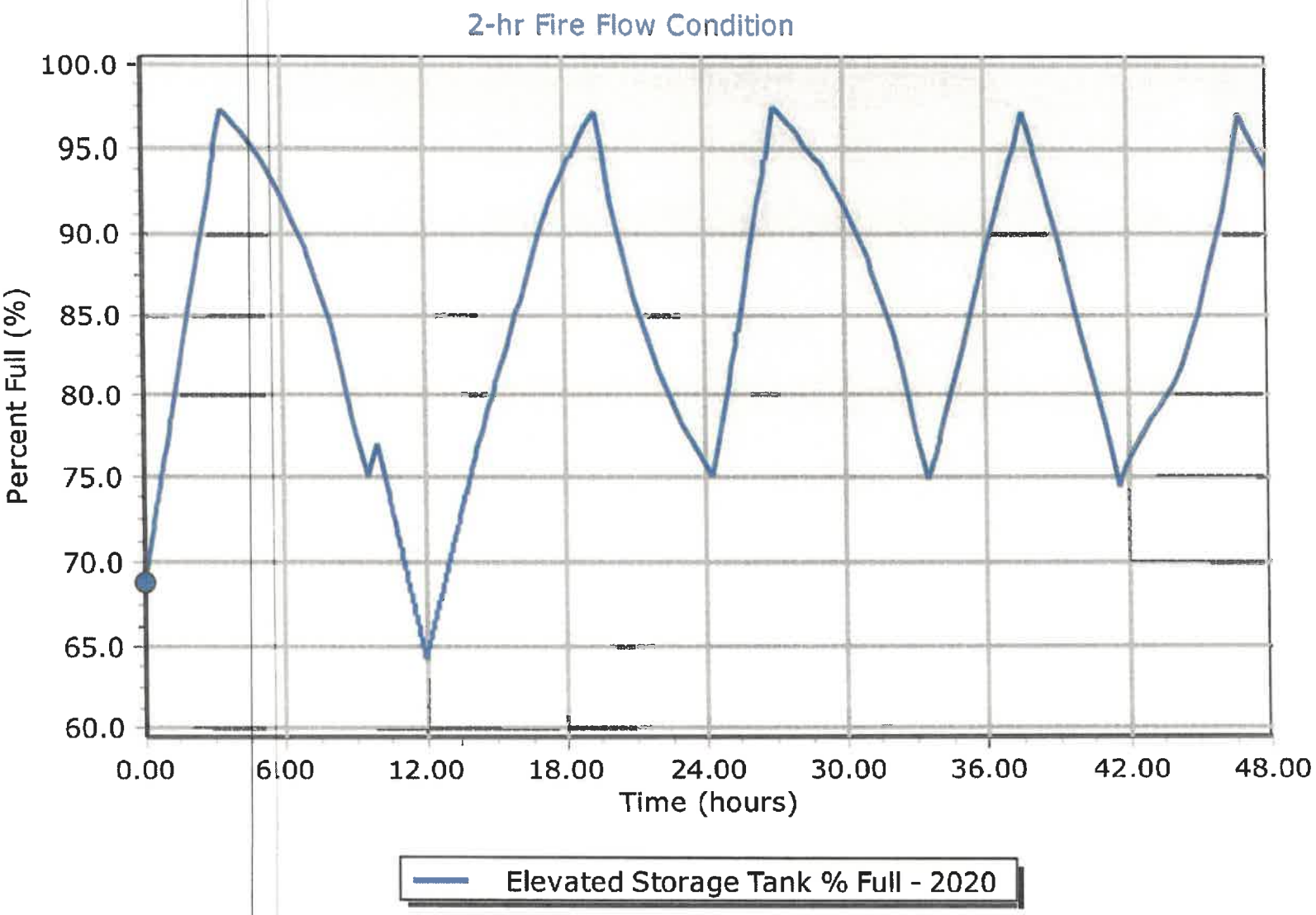

Domestic Flow Condition
Pressure (psi)
61
60
60
59
59
58
58
57
57
56
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Distribution System Pressure - 2020

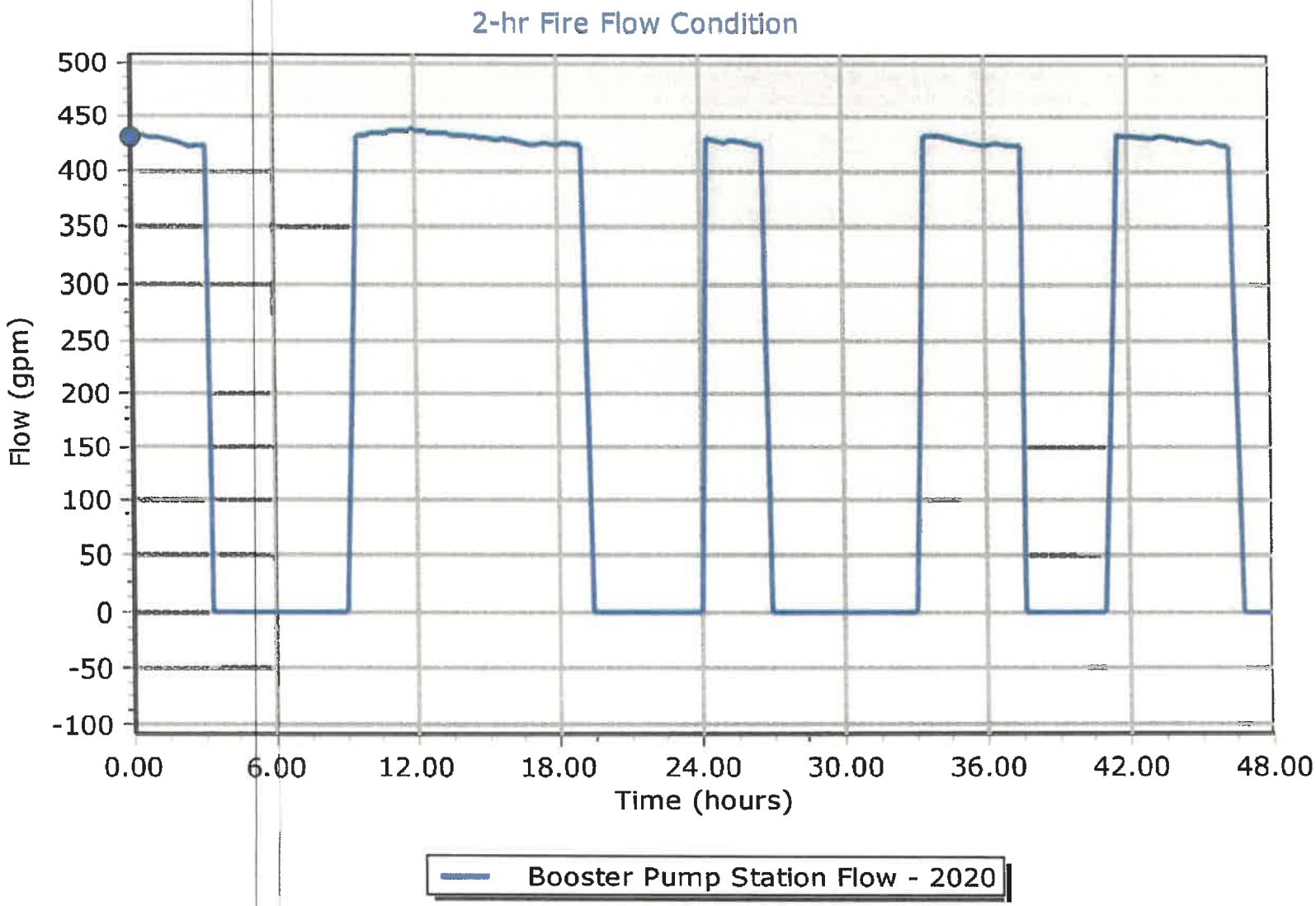

Domestic Flow Condition
100.0
95.0
90.0
85.0
80.0
75.0
70.0
65.0
Percent Full (%)
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Elevated Storage Tank % Full - 2020

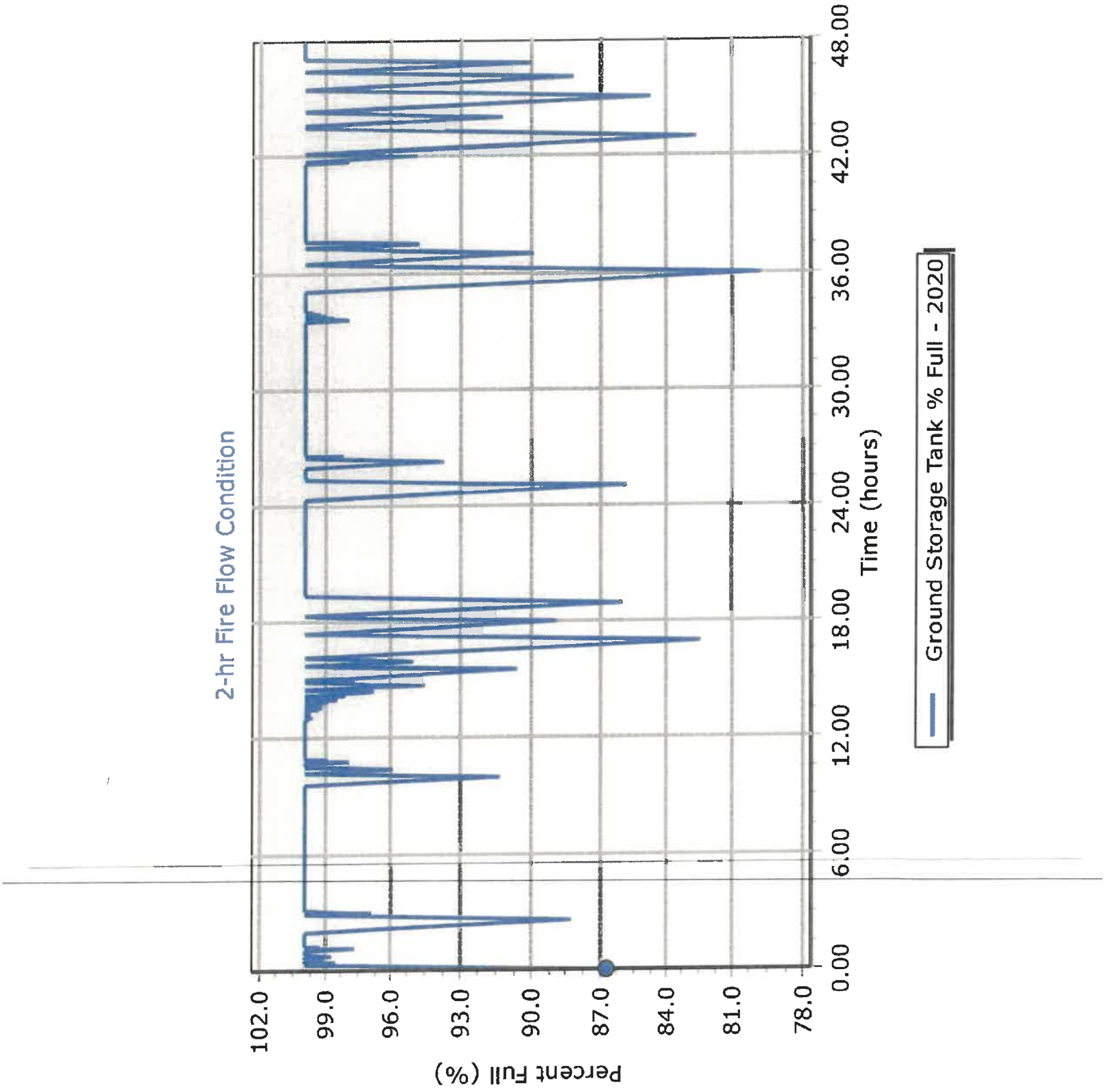

Domestic Flow Condition
Flow (Absolute) (gpm)
450
400
350
300
250
200
150
100
50
0
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Booster Pump Station Flow - 2020

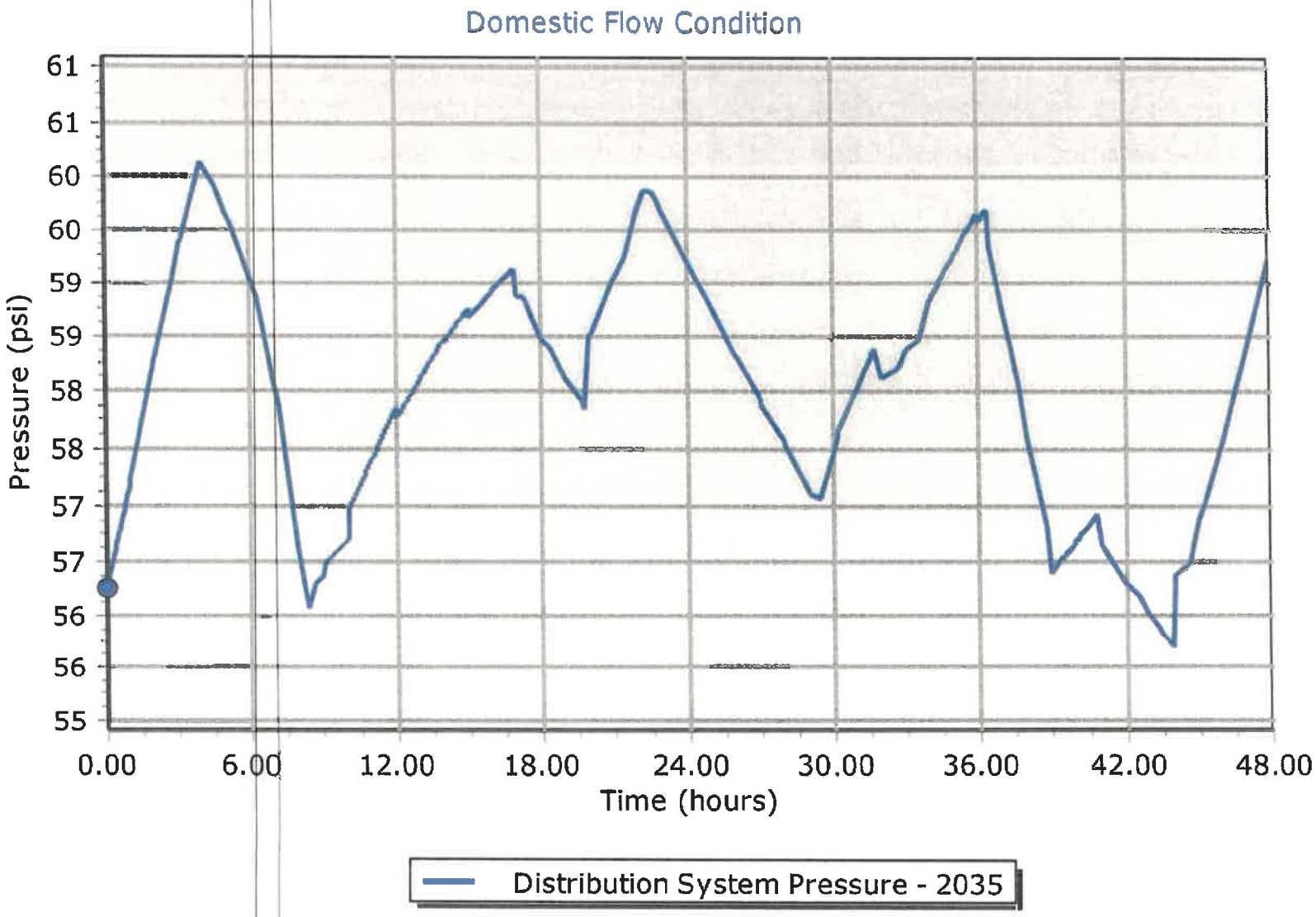

Domestic Flow Condition
Percent Full (%)
102.0
99.0
96.0
93.0
90.0
87.0
84.0
81.0
78.0
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Ground Storage Tank % Full - 2020

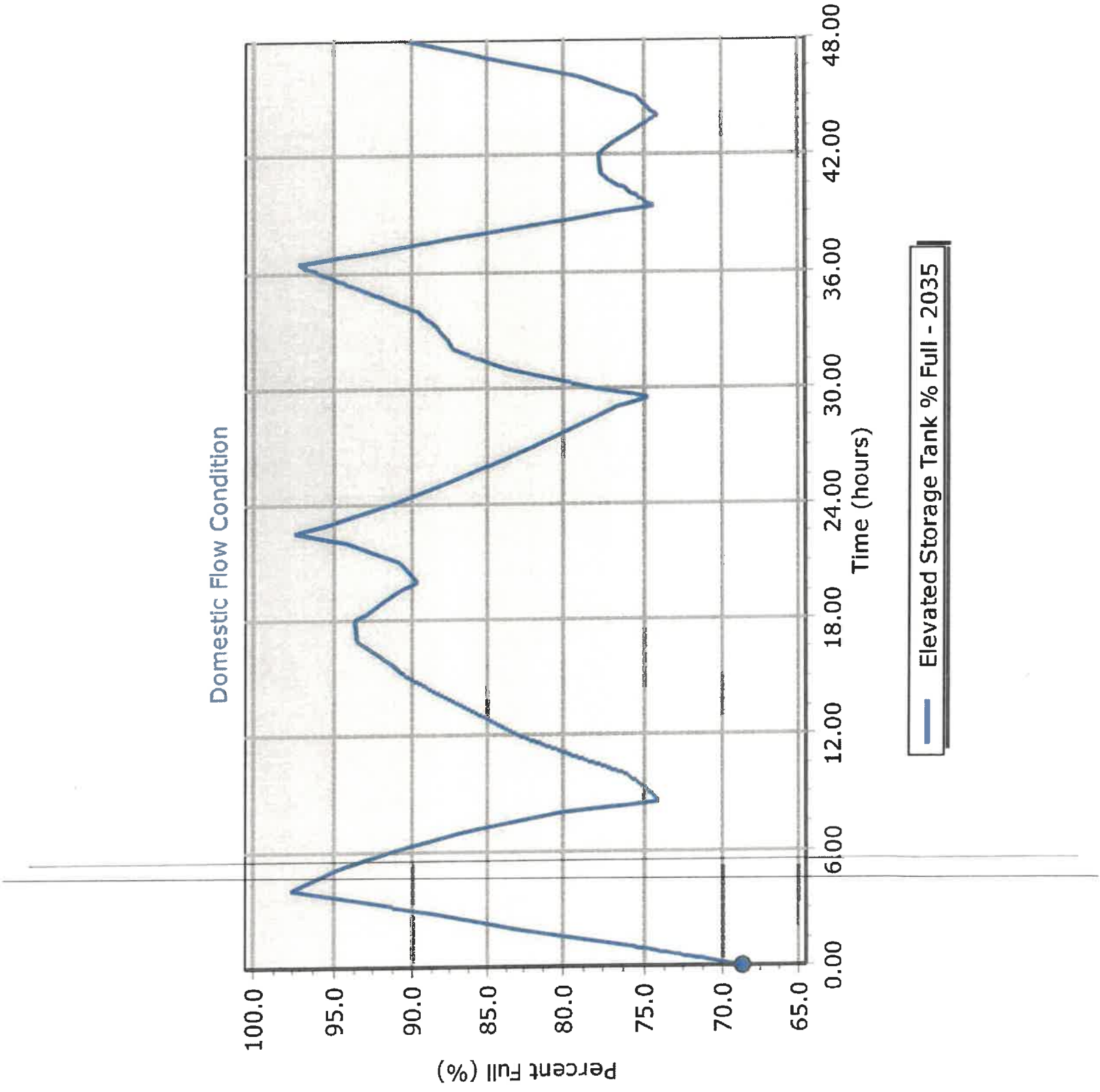

2-hr Fire Flow Condition
Pressure (psi)
65
63
60
58
55
53
50
48
45
43
40
38
35
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Distribution System Pressure - 2020

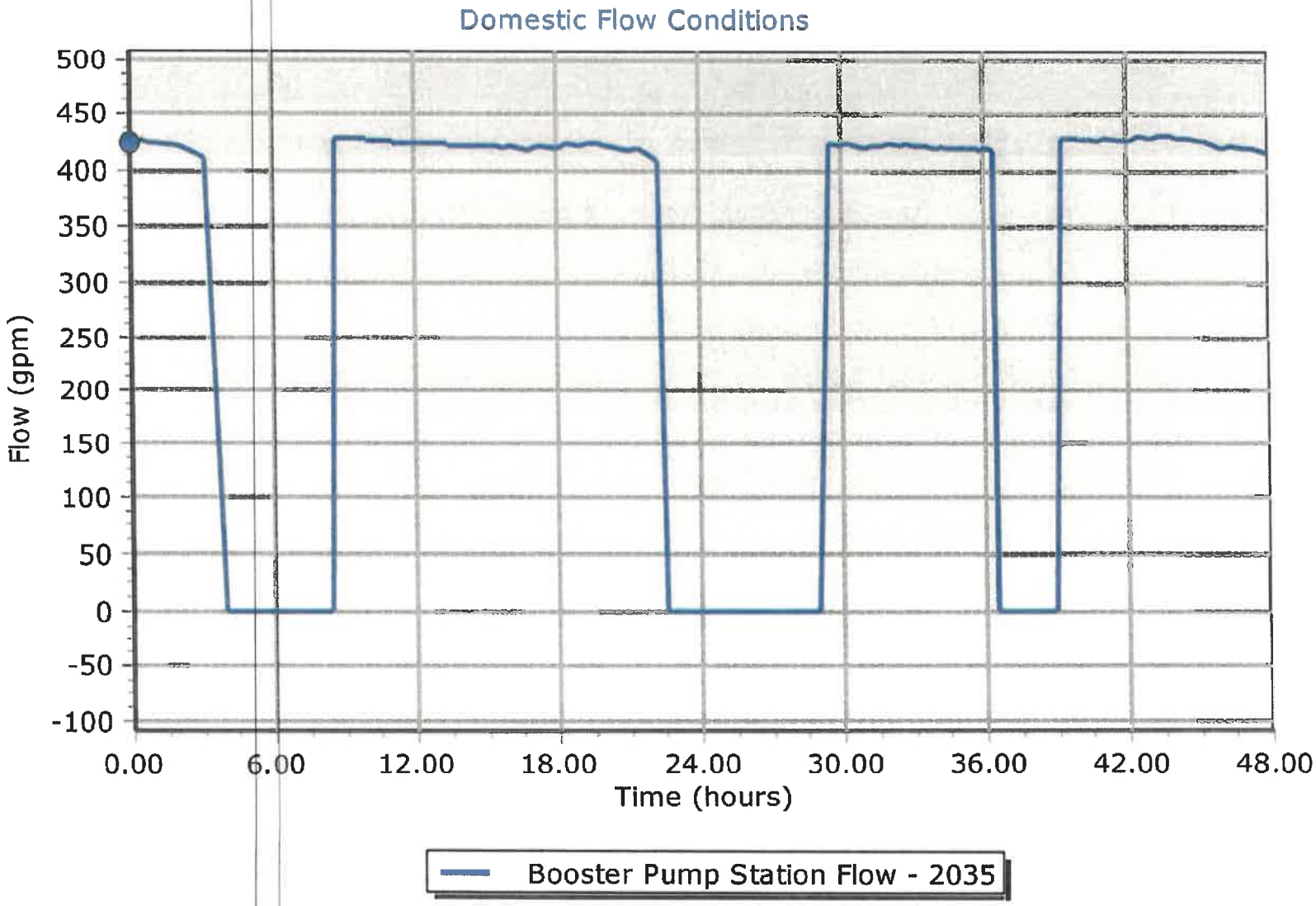

2-hr Fire Flow Condition
100.0
95.0
90.0
85.0
80.0
75.0
70.0
65.0
60.0
Percent Full (%)
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Elevated Storage Tank % Full - 2020

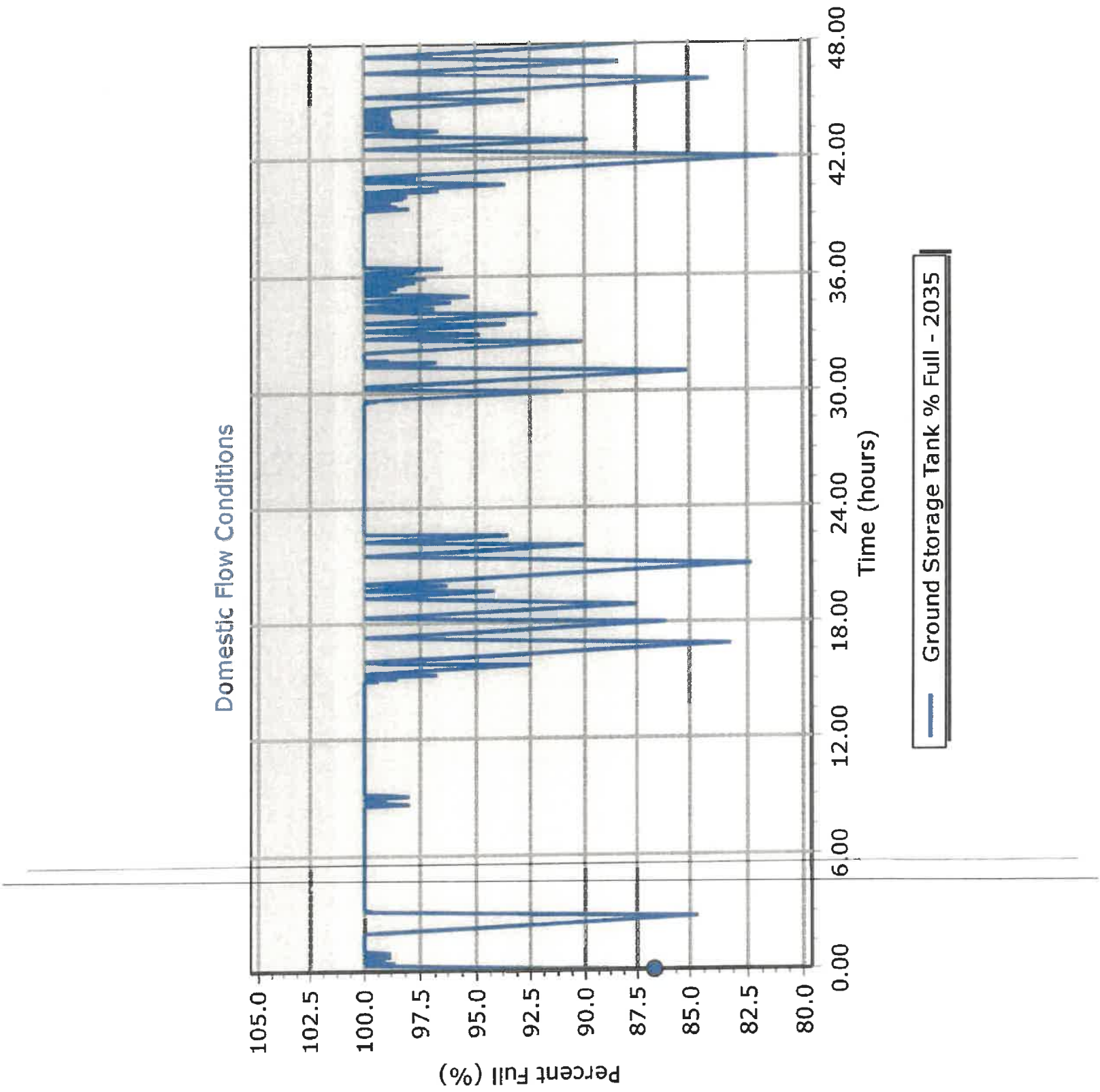

2-hr Fire Flow Condition
500
450
400
350
300
250
200
150
100
50
0
-50
-100
Flow (gpm)
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Booster Pump Station Flow - 2020

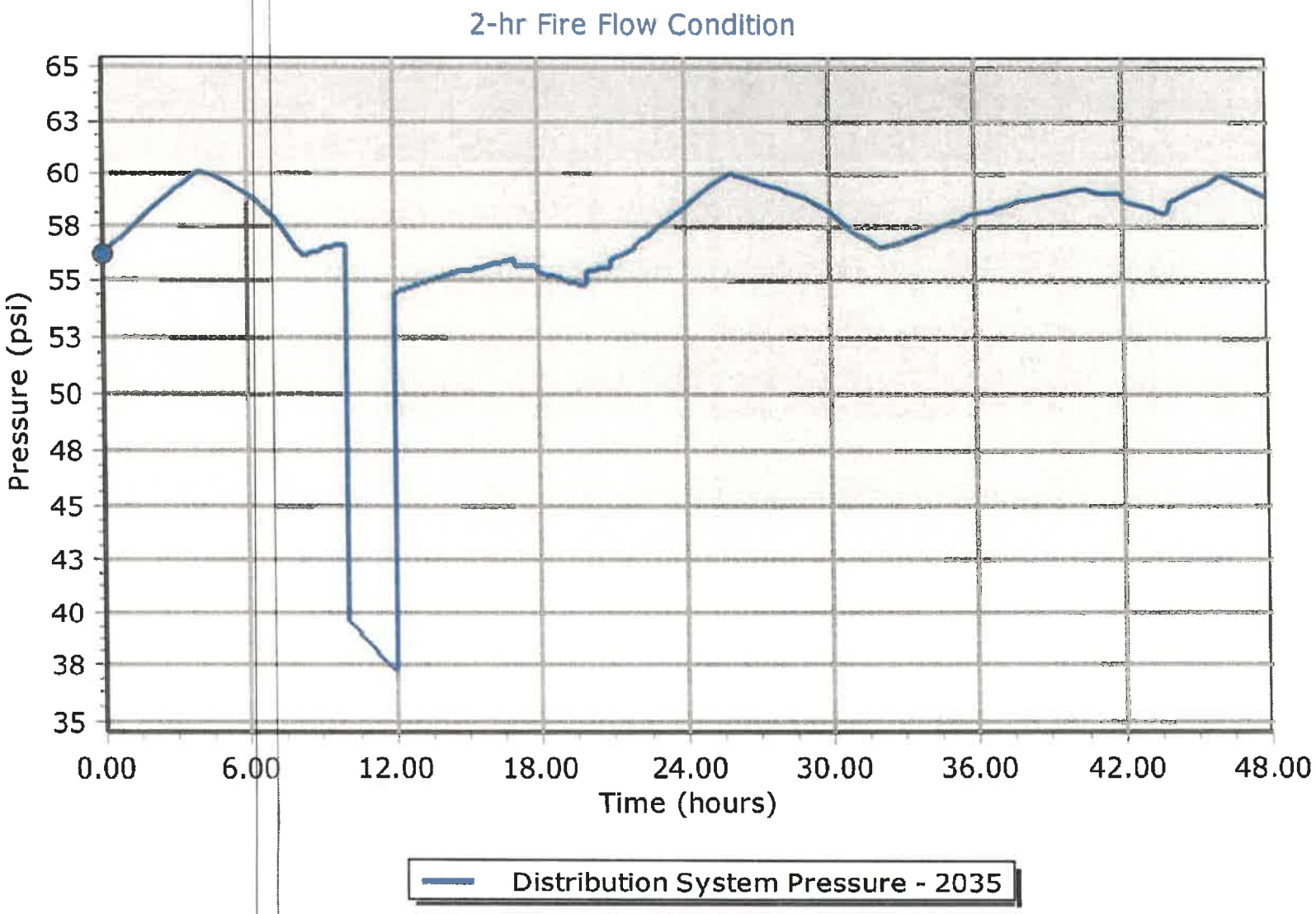

2-hr Fire Flow Condition
Percent Full (%)
102.0
99.0
96.0
93.0
90.0
87.0
84.0
81.0
78.0
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Ground Storage Tank % Full - 2020

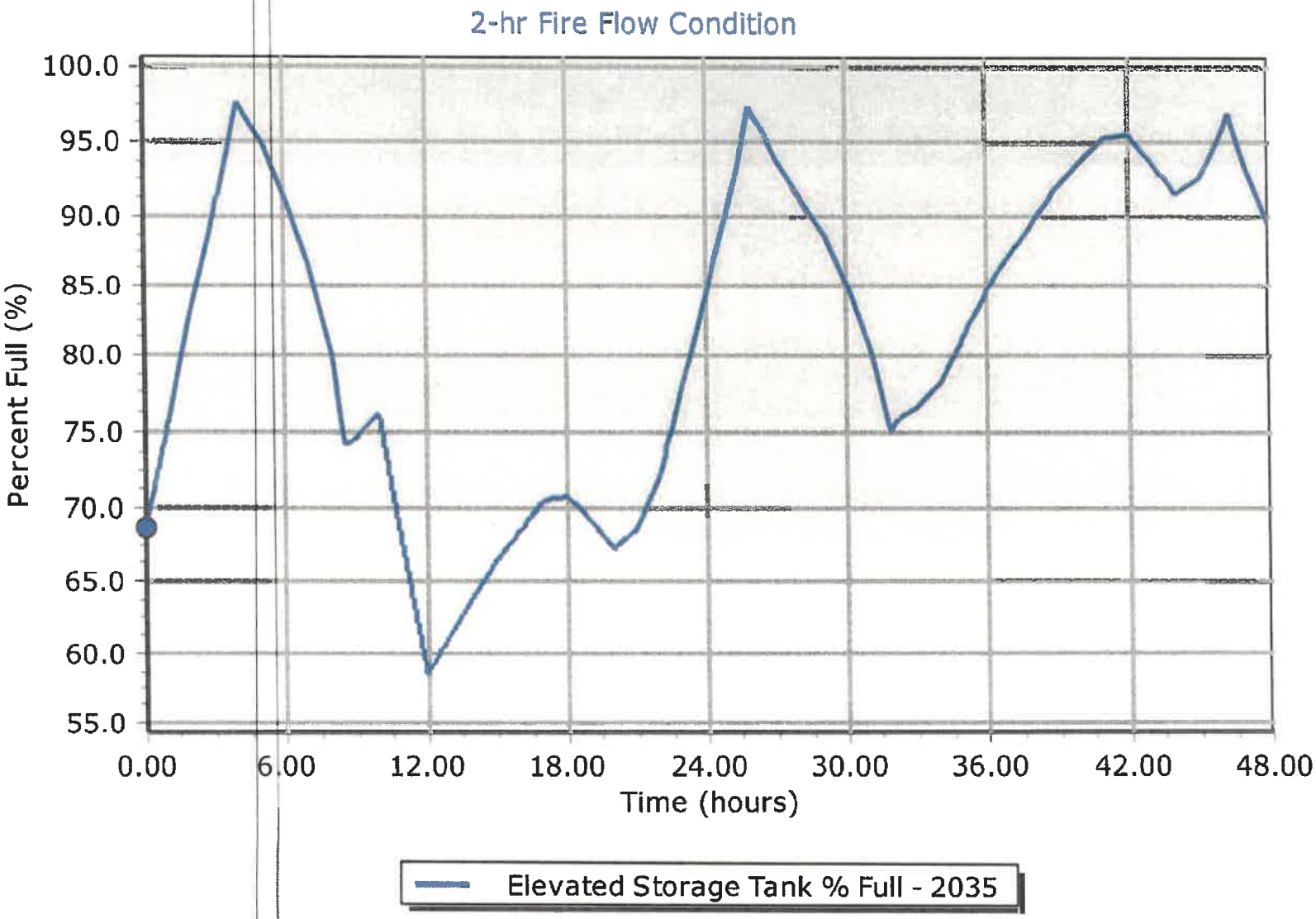

Domestic Flow Condition
Pressure (psi)
61
61
60
60
59
59
58
58
57
57
56
56
55
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Distribution System Pressure - 2035

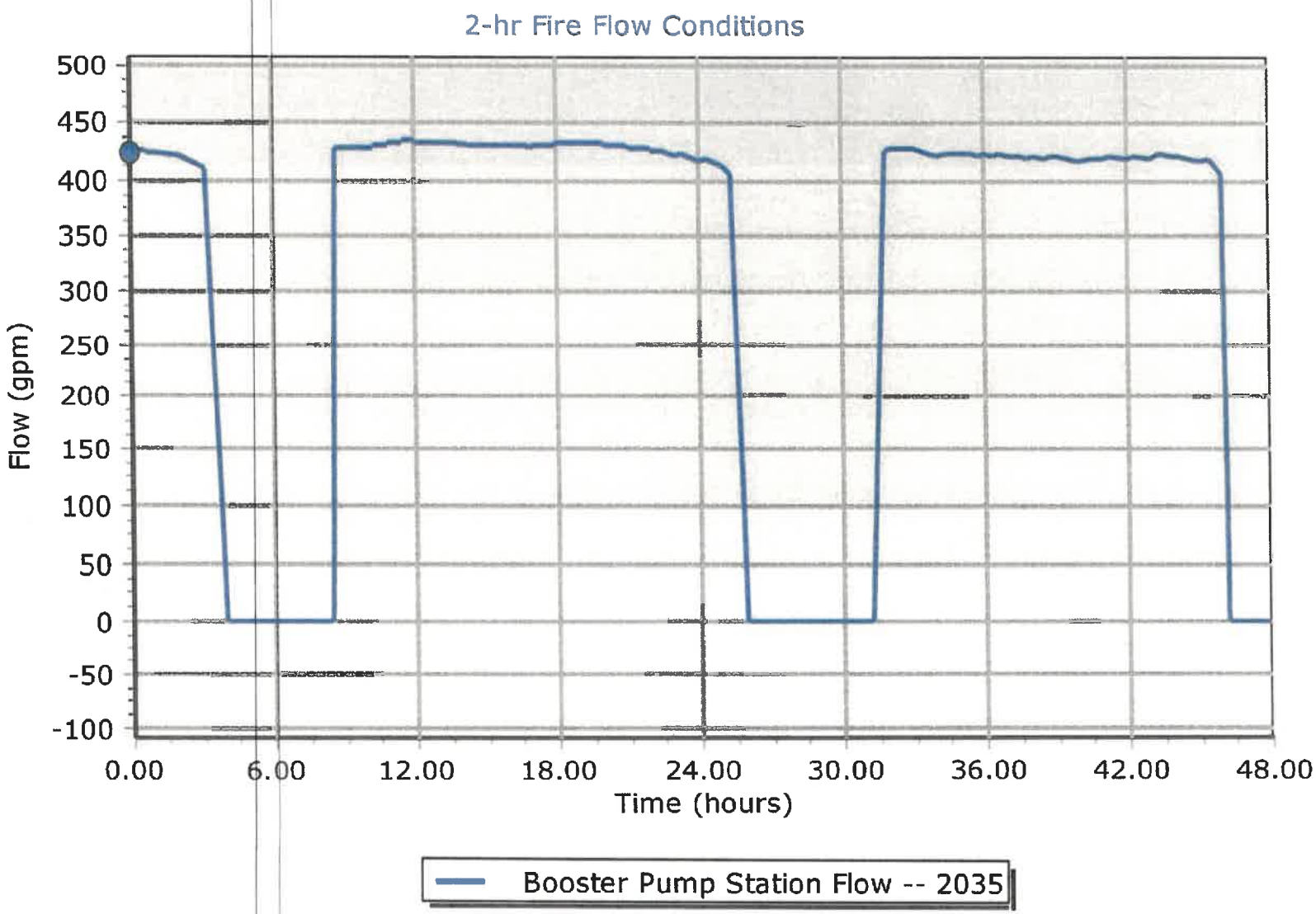

Domestic Flow Condition
Percent Full (%)
100.0
95.0
90.0
85.0
80.0
75.0
70.0
65.0
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Elevated Storage Tank % Full - 2035

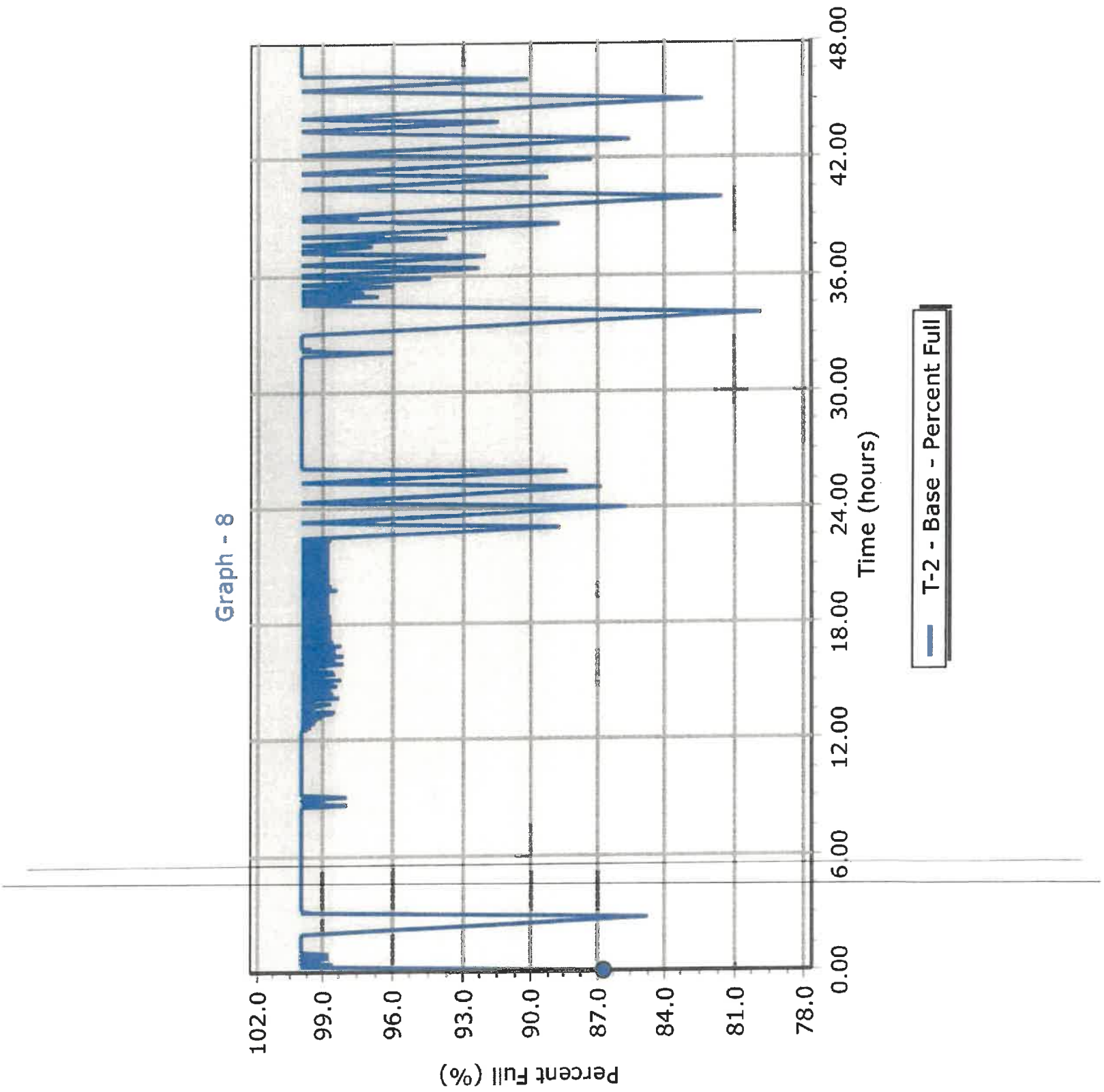

Domestic Flow Conditions
Flow (gpm)
500
450
400
350
300
250
200
150
100
50
0
-50
-100
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Booster Pump Station Flow - 2035

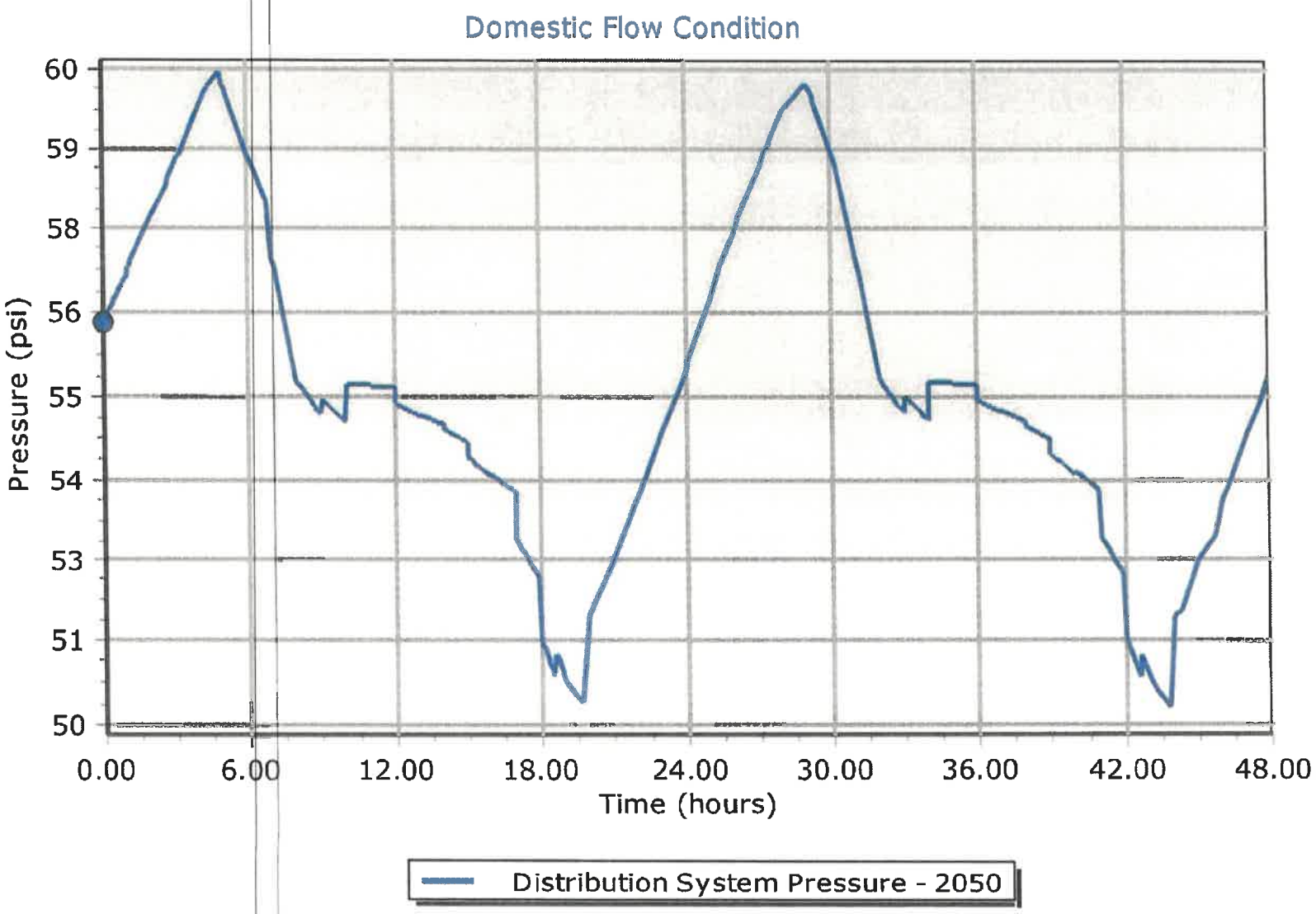

Domestic Flow Conditions
Percent Full (%)
105.0
102.5
100.0
97.5
95.0
92.5
90.0
87.5
85.0
82.5
80.0
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Ground Storage Tank % Full - 2035

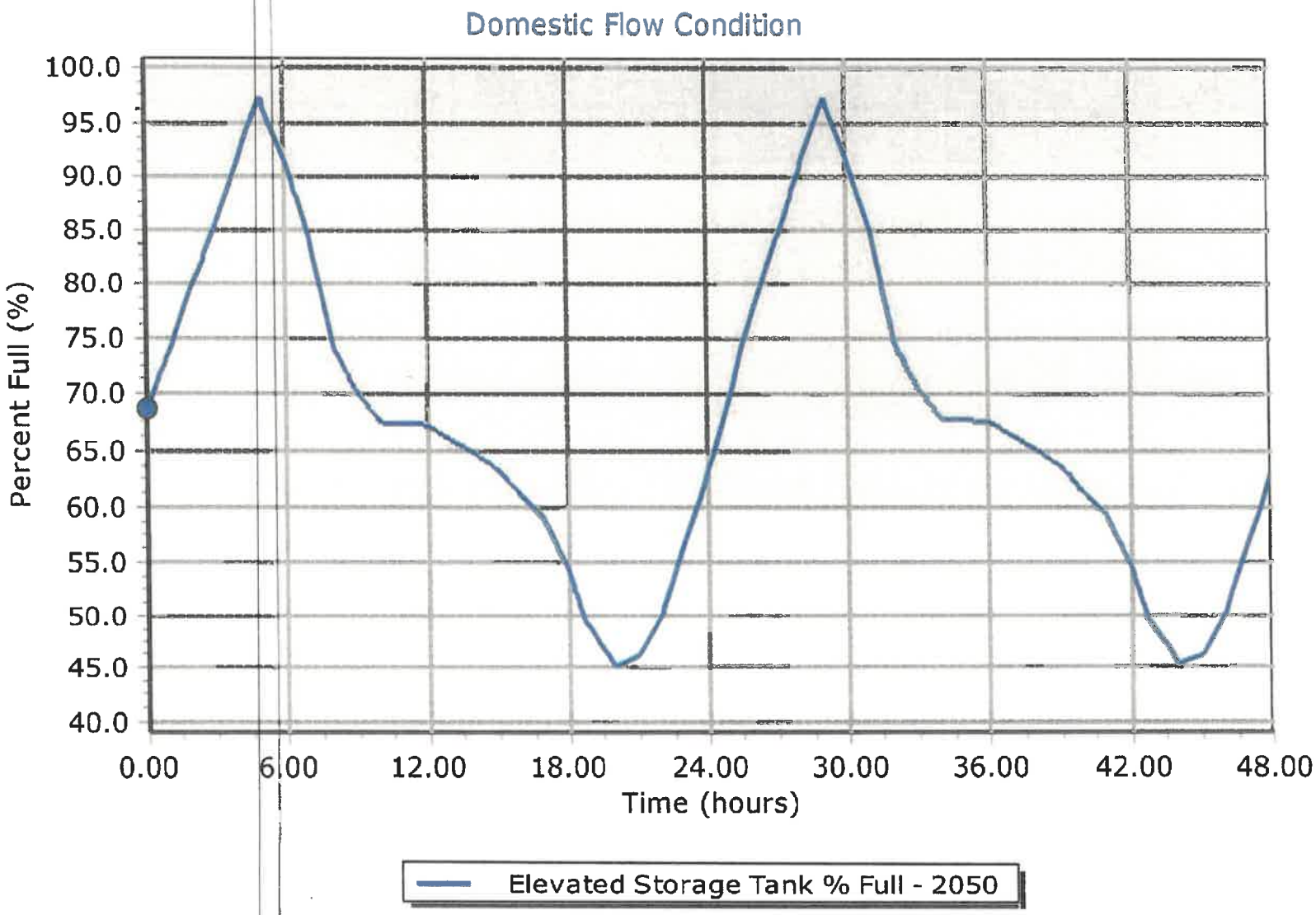

2-hr Fire Flow Condition
Pressure (psi)
65
63
60
58
55
53
50
48
45
43
40
38
35
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Distribution System Pressure - 2035

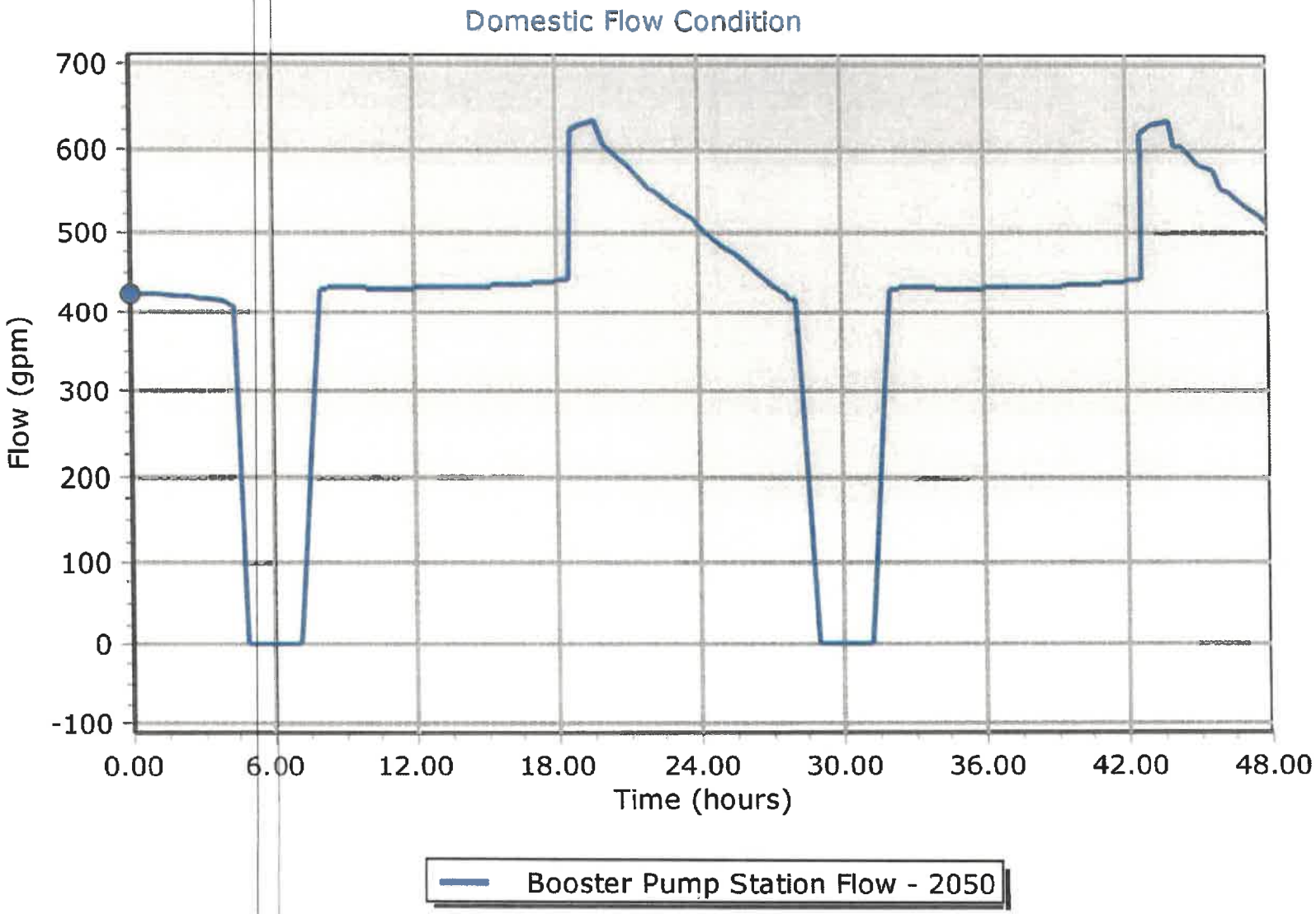

2-hr Fire Flow Condition
100.0
95.0
90.0
85.0
80.0
75.0
70.0
65.0
60.0
55.0
Percent Full (%)
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Elevated Storage Tank % Full - 2035

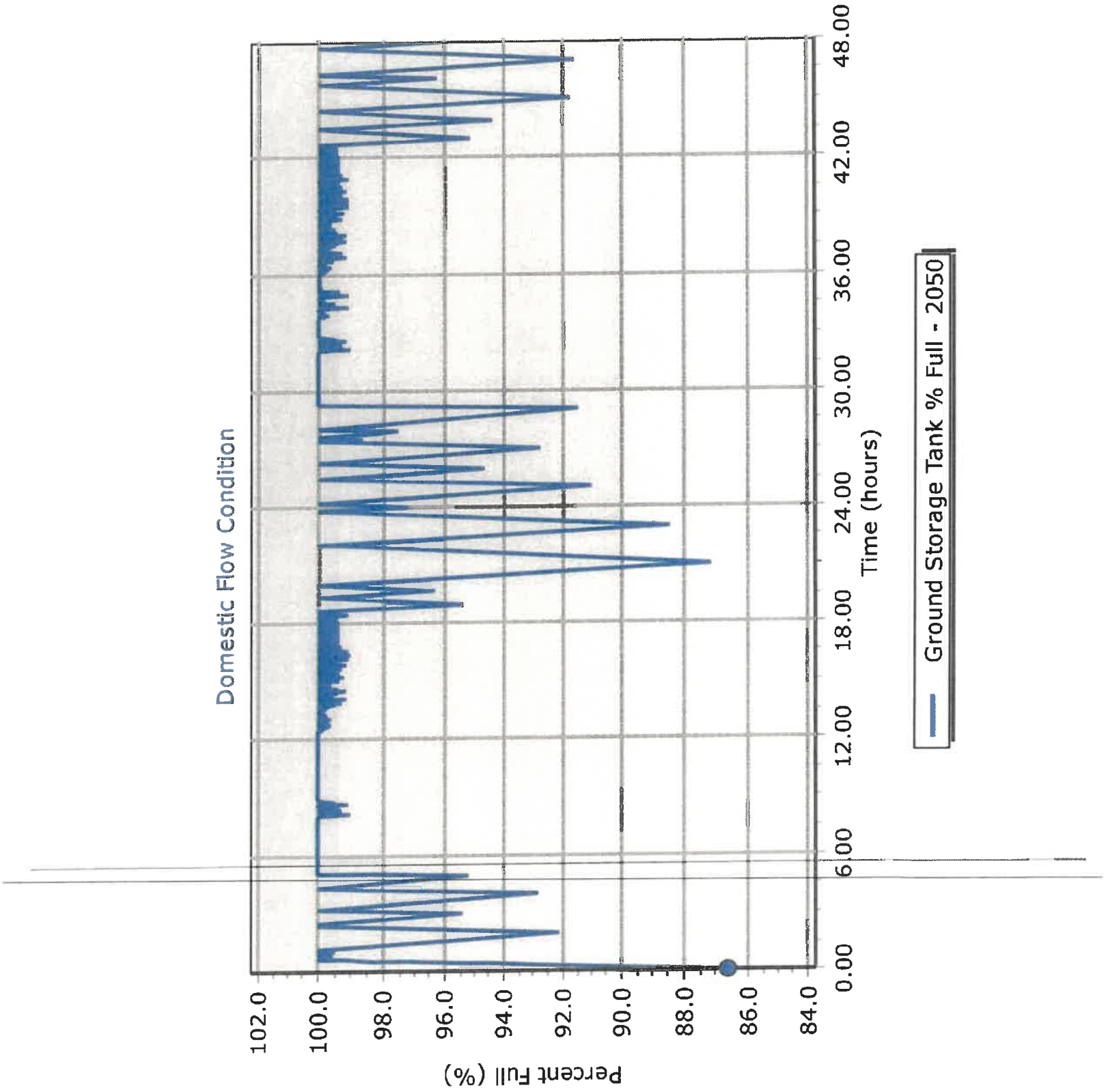

2-hr Fire Flow Conditions
Flow (gpm)
500
450
400
350
300
250
200
150
100
50
0
-50
-100
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Booster Pump Station Flow -- 2035

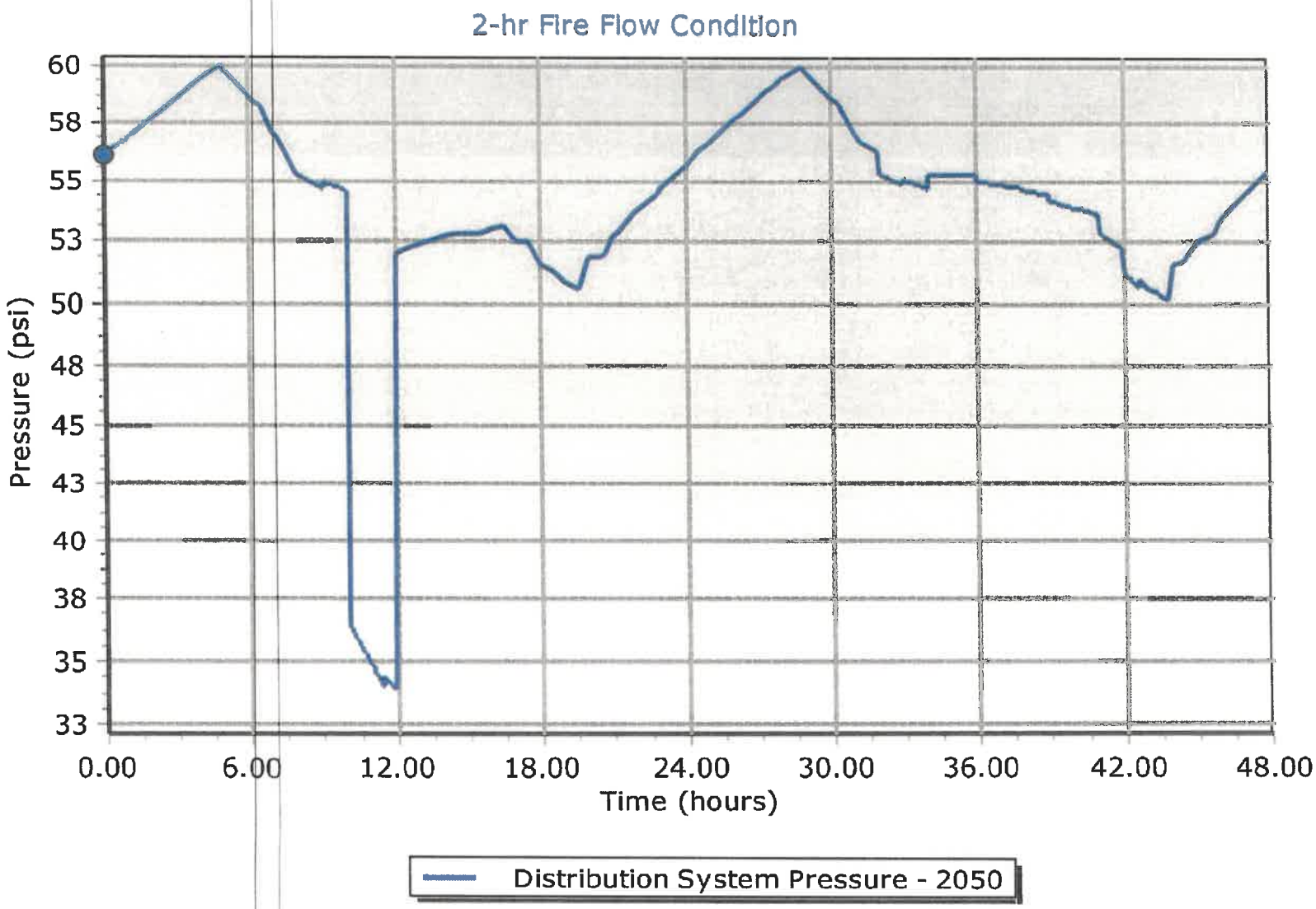

Graph - 8
Percent Full (%)
102.0
99.0
96.0
93.0
90.0
87.0
84.0
81.0
78.0
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
T-2 - Base - Percent Full

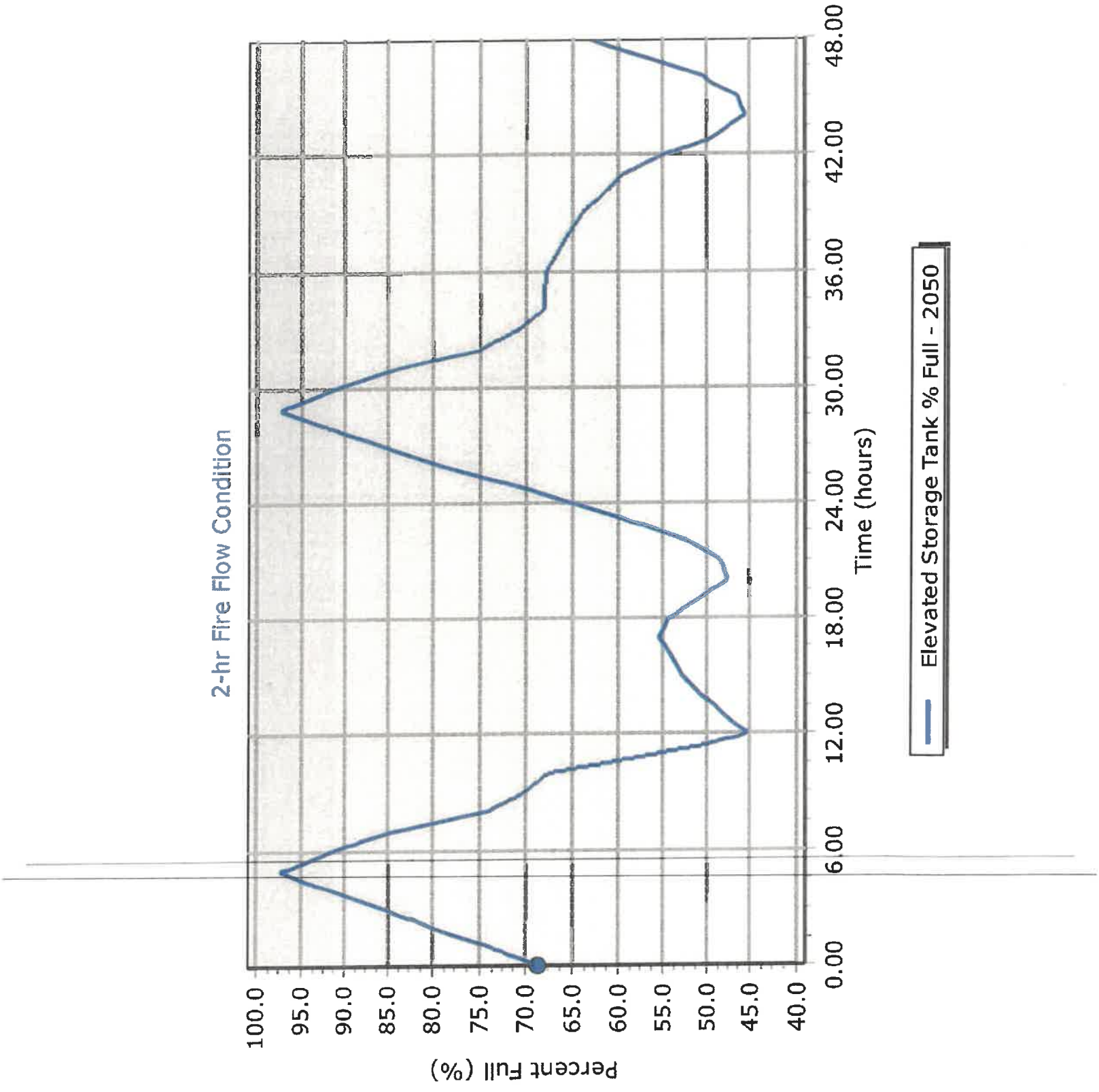

Domestic Flow Condition
Pressure (psi)
60
59
58
56
55
54
53
51
50
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Distribution System Pressure - 2050

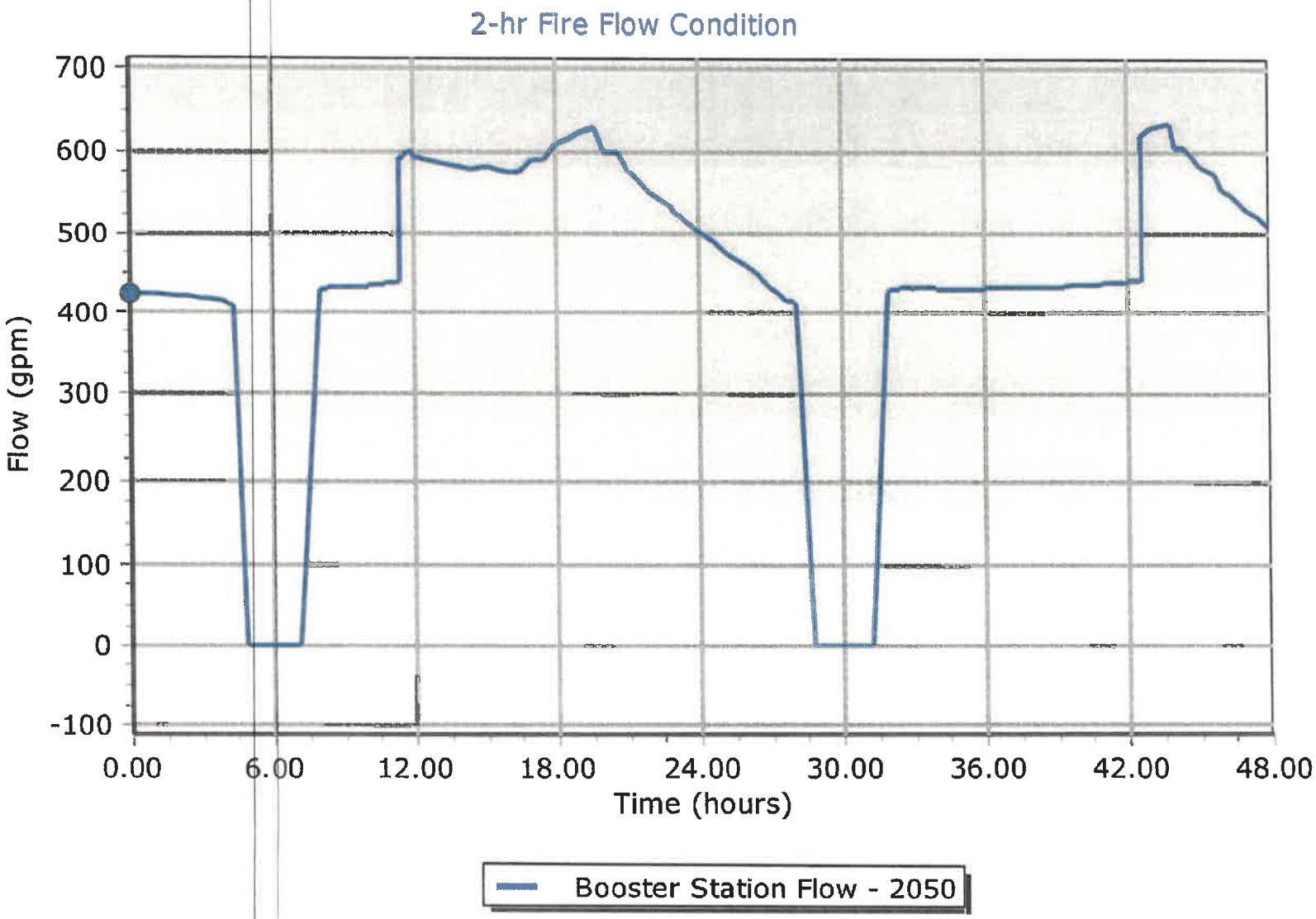

Domestic Flow Condition
Percent Full (%)
100.0
95.0
90.0
85.0
80.0
75.0
70.0
65.0
60.0
55.0
50.0
45.0
40.0
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Elevated Storage Tank % Full - 2050

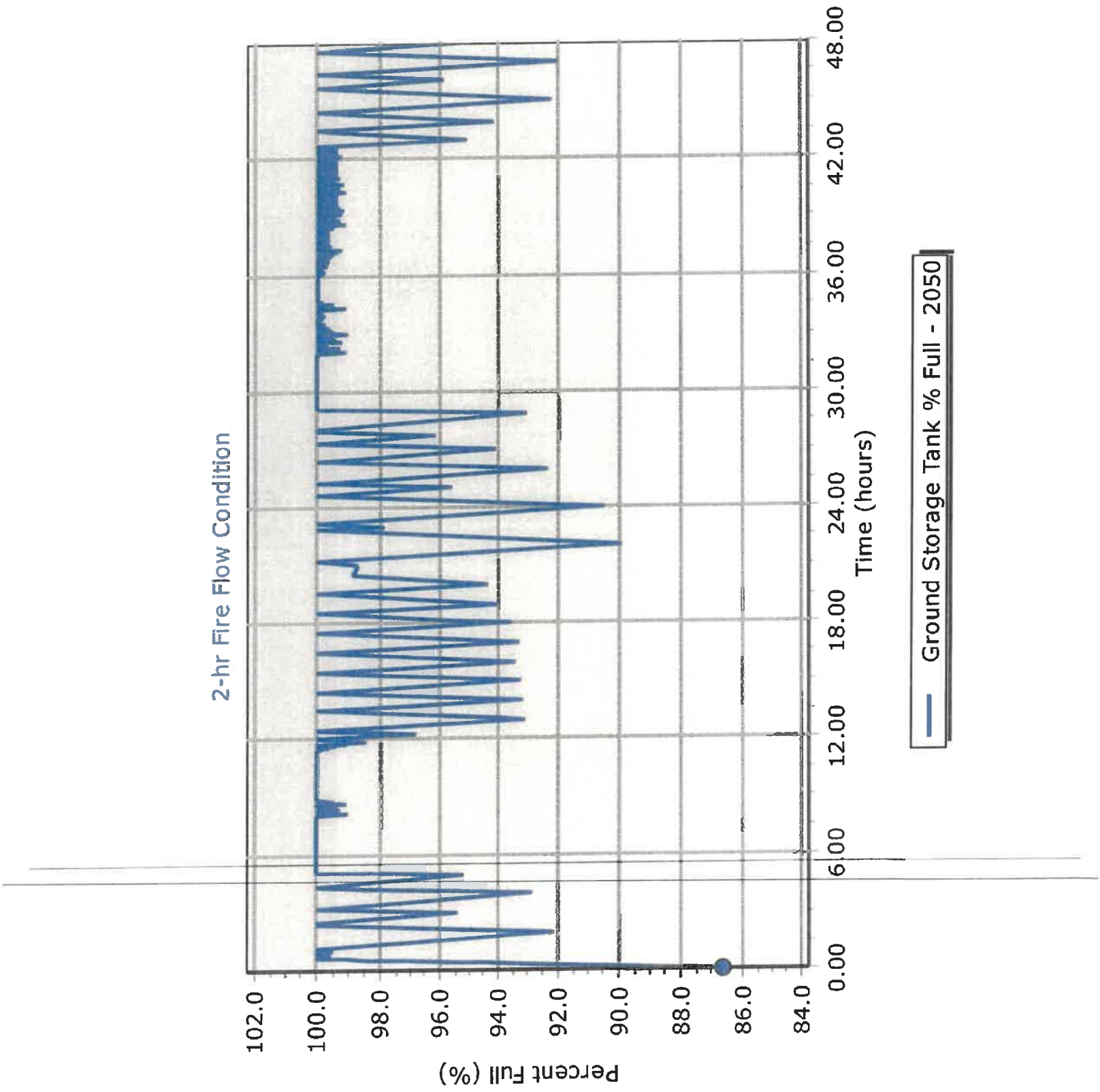

Domestic Flow Condition
700
600
500
400
300
200
100
0
-100
Flow (gpm)
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Booster Pump Station Flow - 2050


Domestic Flow Condition
Percent Full (%)
102.0
100.0
98.0
96.0
94.0
92.0
90.0
88.0
86.0
84.0
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Ground Storage Tank % Full - 2050


2-hr Fire Flow Condition
Pressure (psi)
60
58
55
53
50
48
45
43
40
38
35
33
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Distribution System Pressure - 2050


2-hr Fire Flow Condition
Percent Full (%)
100.0
95.0
90.0
85.0
80.0
75.0
70.0
65.0
60.0
55.0
50.0
45.0
40.0
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Elevated Storage Tank % Full - 2050


2-hr Fire Flow Condition
700
600
500
400
300
200
100
0
-100
Flow (gpm)
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Booster Station Flow - 2050


2-hr Fire Flow Condition
Percent Full (%)
102.0
100.0
98.0
96.0
94.0
92.0
90.0
88.0
86.0
84.0
0.00
6.00
12.00
18.00
24.00
30.00
36.00
42.00
48.00
Time (hours)
Ground Storage Tank % Full - 2050

TERRACON

WORK ORDER

FINAL DELIVERABLES

Asbestos and Lead-Containing Paint Survey Report

490 Booster Station
1114 East Levee Street
Edinburg, Texas 78541

September 1, 2022
Terracon Project No. 88227203

Prepared for:
City of Edinburg
Edinburg, Texas

Prepared by:
Terracon Consultants, Inc.
Pharr, Texas

September 1, 2022

City of Edinburg
415 West University Drive
Edinburg, Texas 78539

Attn: Mr. Gerardo Carmona, Jr. P.E.
T: (956) 388-8212
E: gcarmona@cityofedinburg.com

Re: Asbestos Survey and Lead-Containing Paint Survey Report
490 Booster Station
1114 East Levee Street
Edinburg, Texas
Terracon Project No. 88227203

Dear Mr. Carmona:

The purpose of this report is to present the results of the asbestos and lead-containing paint survey performed on July 19, 2022 at the above referenced site located in Edinburg, Texas. This survey was conducted in general accordance with Terracon Proposal No. P88227203 dated July 12, 2022. We understand the purpose of this survey is to identify and quantify asbestos-containing materials (ACM) and lead-containing paint (LCP) materials associated with the Storage Building, Pump Building, and Water Tank located at the 490 Booster Station. It is understood the improvements at the site are scheduled for demolition.

No asbestos-containing materials were identified in the materials sampled within the Storage Building, Pump Building, and Water Tank. Please refer to the attached report for details.

The light blue on dark blue paint materials utilized on the metal supply water line within the Pump Building was found to contain lead in a concentration above the detection limit and would be considered by OSHA to present a potential workforce hazard. The remaining surface coatings sampled were found to contain lead in concentrations below the detection limit and would be considered by OSHA to present no workforce hazard. Please refer to the attached report for details.

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to provide this service to City of Edinburg. If you have any questions regarding this report, please contact the undersigned at (956) 283-8254.

Sincerely,
Terracon Consultants, Inc.

Eloy Palacios
Individual Asbestos Consultant
TDSHS License No.: 105727

Richard Ian Howes
Individual Asbestos Consultant
TDSHS License No.: 105406
Lead Inspector
TDSHS Cert. 2060584

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3.3 Sample Collection 4
3.4 Sample Analysis 6
4.0 REGULATORY OVERVIEW 6
5.0 FINDINGS AND RECOMMENDATIONS 8
6.0 GENERAL COMMENTS 11

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APPENDIX B – ASBESTOS LABORATORY ANALYTICAL REPORT

APPENDIX C – LEAD CONTAINING PAINT SAMPLE SUMMARY

APPENDIX D – LEAD LABORATORY ANALYTICAL REPORT

APPENDIX E – LICENSES AND CERTIFICATIONS

APPENDIX F – SAMPLE LOCATION DRAWINGS

ASBESTOS AND
LEAD-CONTAINING PAINT SURVEY REPORT
490 Booster Station
1114 East Levee Street
Edinburg, Texas
Terracon Project No. 88227203
August 19, 2022

1.0 INTRODUCTION

Terracon conducted an asbestos-containing materials (ACM) survey and lead-containing paint (LCP) sampling of the improvements associated with the 490 Booster Station facility located at 1114 East Levee Street in Edinburg, Texas. This survey was conducted in general accordance with Terracon Proposal No. P88227203 dated July 12, 2022. We understand that this survey was requested to facilitate the planned demolition of the Storage Building, Pump Building, and Water Tank currently onsite.

Interior and exterior areas (including the roofs) of the buildings, were surveyed and homogeneous areas of suspect ACM and LCP materials were visually identified and documented. Although reasonable effort was made to survey accessible suspect materials, additional suspect but un-sampled materials could be located in walls, in voids or in other concealed areas. Suspect ACM samples were collected in general accordance with the sampling protocols outlined in Environmental Protection Agency (EPA) regulation 40 CFR 763, the Asbestos Hazard Emergency Response Act (AHERA) and the TDSHS Texas Asbestos Health Protection Rules (TAHPR). Samples were delivered to a National Voluntary Laboratory Accreditation Program (NVLAP) accredited and TDSHS licensed laboratory for analysis by Polarized Light Microscopy (PLM) protocol.

The LCP sampling was conducted in general accordance with Texas Environmental Lead Reduction Rules (TELRR) and was intended to identify and assess the lead content of the materials which might be disturbed in the planned demolition activities. Bulk samples of suspect LCP materials collected during the survey were analyzed by an American Industrial Hygiene Association (AIHA) accredited laboratory utilizing Atomic Absorption Spectrometry (AAS Flame) methodology.

1.1 Project Objective

We understand that the purpose of this survey is to identify, assess and quantify ACM and LCP materials associated with the Storage Building, Pump Building, and Water Tank located at the 490 Booster Station. The Texas Asbestos Health Protection Rules (TAHPR) and EPA regulation 40 CFR 61, Subpart M, The National Emission Standards for Hazardous Air Pollutants (NESHAP) requires that an asbestos survey be performed prior to renovation or demolition activities.

The Texas Department of State Health Services (TDSHS) regulates asbestos-related activities in the State of Texas. The TDSHS Texas Asbestos Health Protection Rules (TAHPR) require that a licensed Asbestos Inspector conduct an asbestos survey which conforms to generally accepted industry standards such as the protocol specified in 40 CFR Part 763.85, commonly referred to as the Asbestos Hazard Emergency Response Act (AHERA) that applies to schools. Other factors are taken into consideration when determining the best method to determine the location, extent and condition of Asbestos-Containing Materials (ACMs) in a non-school building.

The asbestos NESHAP, which is enforced by the TDSHS, requires that prior to the commencement of demolition or renovation, that the facility or part of the facility affected be thoroughly inspected for the presence of both Friable (Regulated Asbestos-Containing Building Materials), and Non-Friable (Category I & II Asbestos-Containing Materials). The Occupational Health and Safety Administration (OSHA) has promulgated a worker protection standard for the disturbance of asbestos during renovation and demolition projects.

The Occupational Safety and Health Administration (OSHA) considers paint containing any level of lead above the analytical method detection limit a potential hazard which should be communicated to any employees or contractors who may disturb the materials in the course of their assigned work.

OSHA does not consider any method that relies solely on the analysis of bulk materials or surface content of lead (or other toxic material) to be acceptable for safely predicting employee exposure to airborne contaminants. Without air monitoring results or without the benefit of historical or objective data (including air sampling which clearly demonstrates that the employee cannot be exposed above the action level during any process, operation, or activity) the analysis of bulk or surface samples cannot be used to determine employee airborne exposure.

2.0 BUILDING DESCRIPTION

The 490 Booster Station facility consists of a Storage Building, Pump Building, and Water Tank.

The Storge Building consists of a single-story, masonry block structure on a concrete slab. The interior floors consist of unfinished concrete; ceilings consist of an unfinished open ceiling; and interior and exterior walls consist of partially painted and textured CMU block. The roof consists of a pitched wood frame with a wood deck system.

The Pump Building consists of a single-story, metal framed structure on a concrete slab. Interior floors consist of exposed unfinished concrete; ceilings consist of an open ceiling; and the interior and exterior walls, and the roof consist of corrugated metal panels.

The Water Tank is a circular metal water storage structure on a concrete slab. The interior areas were not accessible. The exterior surfaces were finished with a painted coating.

3.0 FIELD ACTIVITIES

The survey was conducted by Mr. Eloy Palacios, a State of Texas licensed Individual Asbestos Consultant employed by Terracon. Copies of the licenses/certificates are attached in Appendix E. The survey was conducted in general accordance with the sample collection protocols established in EPA regulation 40 CFR 763 (AHERA). A summary of survey activities is provided below.

3.1 Visual Assessment

Our survey activities began with the visual observation of interior and exterior areas of the buildings and exterior surfaces of the water tank to identify homogeneous areas of suspect ACM and/or LCP. A homogeneous area consists of building materials that appear similar throughout in terms of color, texture and date of application. The assessment was conducted throughout visually accessible areas of the building. Materials identified as concrete, glass, wood, masonry, metal or rubber were not considered suspect ACM.

As per the Client's request, the ACM survey included an assessment and sampling of interior wall materials, floor materials, ceiling materials, exterior elevations, and roof materials (as applicable); however, there may remain suspect materials located within inaccessible areas such as wall cavities which were not sampled. Suspect materials, such as vermiculite fill or mastic materials, should be sampled if they are discovered during demolition operations. The interior of the water tank was not accessed as it is considered a confined space and likely contained water on the day of the survey.

Terracon visually assessed the interior and exterior elevations of the buildings and the exterior surfaces of the water tank to identify painted/coated surfaces with suspect LCP. Painted/coated surfaces which appear similar throughout in terms of color, texture, substrate and date of application are treated as a homogeneous paint combination for paint chip collection purposes. Painted/coated surfaces were visually assessed for evidence of distress, flaking, chipping and/or peeling. The visual assessment included evaluating the condition of the building, condition of painted surfaces, dust accumulation in interior spaces, and painted components at impact or friction surfaces. The information gathered in the visual assessment was utilized in determining the collection points of LCP samples collected.

The LCP inspection was limited to readily observable and accessible surfaces present in the buildings. It should be noted that suspect LCP, other than those identified during the inspection, may exist within wall cavity areas or equipment in the building, and/or on the interior of the water tank. Materials which have not been specifically evaluated should be tested prior to disturbance of the material. If suspect LCP is identified during the renovation/demolition process, those materials should be assumed LCP until testing can be performed to determine if lead is present in the paint.

3.2 Physical Assessment

A physical assessment of each homogeneous area of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material which can be crumbled, pulverized or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

A physical assessment of each surface coating combination was conducted to assess the layers present, substrate and condition of materials. The surface coating combination was assessed by physical observation and limited disturbance of the materials.

3.3 Sample Collection

Based on results of the visual observation, bulk samples of suspect ACM were collected in general accordance with AHERA and TAHPR sampling protocols. Random samples of suspect materials were collected in each homogeneous area. The sample team member collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

Six (6) bulk samples were collected from two (2) homogeneous areas of suspect ACM. A summary of suspect ACM samples collected during the survey is included as Appendix A. A sample location drawing is included as Appendix F.

Based on results of the visual observation, bulk samples of suspect LCP were collected in general accordance with TELRR and HUD Guidelines. Random samples of suspect materials were collected from each observed paint combination. The sample team member collected bulk samples, the samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

Three (3) bulk samples were collected from three (3) paint combinations of suspect LCP associated with the facility. A summary of suspect lead-containing paint samples collected during the survey is included as Appendix C. A sample location drawing is included as Appendix F.

3.4 Sample Analysis

Bulk suspect asbestos samples were submitted under chain of custody to Moody Labs of Farmers Branch, Texas for analysis by PLM with dispersion staining techniques per EPA's Method for the Determination of Asbestos in Bulk Building Materials (600/R-93-116).

The percentage of asbestos, where applicable, was determined by microscopy visual estimation. Moody Labs is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP Accreditation No. 102056-0) and licensed by the TDSHS (License Number 30-0084). Reports of laboratory analysis of all suspect asbestos samples collected, and sample chain-of-custody documentation are included in Appendix B.

Bulk samples of the suspect lead-containing paint materials collected during the survey were analyzed by Environmental Hazards Services (EHS), L.L.C., an American Industrial Hygiene Association (AIHA) accredited laboratory utilizing Atomic Absorption Spectrometry (AAS Flame) methodology. Reports of laboratory analysis of the suspect lead-containing paint samples collected, and sample chain-of-custody documentation are included in Appendix D.

4.0 REGULATORY OVERVIEW

The State of Texas has established the Texas Asbestos Health Protection Rules (TAHPR) which requires any asbestos-related activity to be performed by an individual licensed by the State of Texas, through the TDSHS. An asbestos related activity consists of the disturbance (whether intentional or unintentional), removal, encapsulation, or enclosure of asbestos, including preparations or final clearance, the performance of asbestos surveys, the development of management plans and response actions, asbestos project design, the collection or analysis of asbestos samples, monitoring for airborne asbestos, bidding for a contract for any of these activities, or any other activity required to be licensed under TAHPR.

Abatement must be performed by a State of Texas licensed asbestos abatement contractor in accordance with a project design prepared by a State of Texas licensed asbestos consultant. In addition, third party air monitoring must be conducted during the abatement activities.

The asbestos NESHAP (40 CFR Part 61 Subpart M) regulates asbestos fiber emission and asbestos waste disposal practices. It also requires the identification and classification of existing building materials prior to demolition or renovation activity. Under NESHAP, asbestos containing building materials are classified as either friable, Category I non-friable or Category II non-friable ACM. Friable materials are those that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure. Category I non-friable ACM includes packing, gaskets, resilient floor coverings and asphalt roofing products containing more than 1% asbestos. Category II non-friable ACM are any materials other than Category I materials that contain more than 1% asbestos.

Friable ACM, Category I and II non-friable ACM in poor condition and has become friable or which will be subject to drilling, sanding, grinding, cutting, or abrading and which could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM). RACM must be removed prior to renovation or demolition activities.

The TAHPR and NESHAP require that written notification be submitted before beginning renovation or demolition projects which include the disturbance of any asbestos-containing material (ACM) in a building or facility, or before the demolition of a building or facility, even when no asbestos is present. This written notification must be provided to the TDSHS at least 10 working days prior to the commencement of asbestos abatement or demolition activities. Removal of RACM must be conducted by a State of Texas licensed asbestos contractor. In addition, third party air monitoring must be performed during the abatement.

The OSHA Asbestos standard for the construction industry (29 CFR 1926.1101) regulates workplace exposure to asbestos. The OSHA standard requires employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fibers per cubic centimeter of air (0.1 f/cc).

The OSHA standard classifies construction and maintenance activities which could disturb ACM and specifies work practices and precautions which employers must follow when engaging in each class of regulated work. States that administer their own federally approved state OSHA programs may require other precautions.

The State of Texas has established the Texas Environmental Lead Reduction Rules (TELRR) Texas Administrative Code (TAC), Title 25, Part 1, Chapter I, Subchapter 295 to establish the means to control and minimize public exposure to lead by regulating lead-based paint activities in target housing and child-occupied facilities. The TELRR contains procedures and requirements for the accreditation of lead training providers, procedures and requirements for the certification of individuals and firms engaged in lead-based paint activities and standards for performing such activities in target housing and child-occupied facilities. The TELRR requires that all lead-containing paint activities in target housing and child-occupied facilities be performed by certified individuals. Regulatory agencies (HUD, TDSHS) have defined LCP as a paint or other surface coating that contain equal to or greater than ≥5,000 parts per million (ppm) of lead or more than 0.5% of lead by weight for buildings that meet the definition of target housing.

OSHA does not define the amount of lead in paint that constitutes LCP. The OSHA lead standard for construction (29 Code of Federal Regulations (CFR) 1926.62) applies to construction work where an employee may be occupationally exposed to lead. All work related to construction, alteration, or repair (including painting and decorating) is included. The lead standard applies to any detectable concentration of lead in paint, as even small concentrations of lead can result in unacceptable employee exposures depending upon on the method of removal and other workplace conditions. Under this standard, construction includes, but is not limited to, the following:

- Demolition or salvage of structures where lead or materials containing lead are present
- Removal or encapsulation of materials containing lead
- New construction, alteration, repair, or renovation of structures, substrates, or portions containing lead, or materials containing lead
- Installation of products containing lead
- Lead contamination/emergency clean-up
- Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed
- Maintenance operations associated with construction activities described above

Employers must assure that no employee will be exposed to lead at concentrations greater than the permissible exposure limit (PEL) of 50 micrograms per cubic meter ($\mu g/m^3$) as an 8-hour time-weighted average (8-hr TWA). The OSHA standard also establishes an action level (AL) of 30 $\mu g/m^3$, which if exceeded, triggers certain requirements, including periodic exposure monitoring and medical monitoring. The standard requires initial monitoring to evaluate employee exposures. If results are below the AL, no further action is required. If results exceed the AL, exposure monitoring must be repeated every six months, a medical surveillance program must be instituted, and employees must be provided with training about lead. If results exceed the PEL, additional requirements are triggered.

5.0 FINDINGS AND RECOMMENDATIONS

No asbestos-containing materials were identified in the materials sampled. Laboratory analytical reports are included in Appendix B.

It should be noted that suspect materials, other than those identified during the July 19, 2022, survey may exist within the referenced buildings/equipment. Should suspect materials other than those which were identified during this survey be uncovered prior to or during the demolition process, those materials should be assumed asbestos-containing until sampling and analysis can confirm or deny their asbestos content.

Two (2) of the three (3) paint/surface coating materials bulk sampled and analyzed as part of this survey were found to contain lead in concentrations below the detection limit and would be considered by OSHA to present no workforce hazard:

- L1 – The white paint material applied to the metal Water Tank, associated Water Lines, and Ladder was found to contain <49 ppm lead. This material was observed be in good condition.

- L2 – The white paint material applied to portions of the exterior and interior CMU block walls of the Storage Building was found to contain <40 ppm lead. This material was observed be in a damaged condition.

One (1) of the three (3) paint/surface coating materials bulk sampled and analyzed as part of this survey was found to contain lead in a concentration exceeding the detection limit, but less than 5,000 PPM which would render the material “Lead-Containing” and be considered a potential hazard by OSHA:

- L-03 – The light blue on dark blue paint material applied to the metal supply water line within the Pump Building was found to contain 74 ppm lead. Where observed, this material was found to be in a good condition.

Laboratory analytical reports are included in Appendix D.

The structures are considered a commercial facility and would not be considered a Child Occupied Facility or Target Housing. As such, HUD and TDSHS lead regulations do not apply to removal operations within the subject facility. It is, however, recommended that they be consulted as a general guideline for occupant protection and that OSHA notification be made to all employees or contractors working on any repair, renovation or demolition projects within the facility.

In areas where demolitions which will disturb the lead-containing paint materials associated with the water supply line is to be conducted, it is recommended that contracting personnel who may disturb the lead-containing paint materials within the facility be made aware of the lead content in the materials so that they may exercise proper OSHA procedures for personnel protection or possibly employ protective procedures when working with the coatings.

It is recommended that the metal components with lead-containing paint applied and any other painted metal building components which may be removed from the facility as part of a demolition activity be segregated from the waste stream and be transferred to a suitable metal recycling facility.

Planned renovation/demolition activities impacting those materials determined to contain measurable concentrations of lead will be subject to OSHA regulations (29 CFR 1926.62 – Lead Exposure in Construction). The OSHA regulation defines specific training requirements, engineering controls and working practices for construction personnel subject to this standard. There are also federal and state regulations, which require characterization of demolition debris to determine the proper disposal procedures.

Construction work covered by 29 CFR 1926.62 includes any repair, renovation, or other activities that disturb in-place, lead-containing materials, but does not include routine cleaning and repainting where there is insignificant damage, wear, or corrosion of existing lead-containing coatings or substrates. Employers must assure that no employee will be exposed to lead at concentrations greater than the PEL of 50 micrograms per cubic meter (mg/m^3) averaged over an eight-hour period without adequate protection. The OSHA standard also establishes an action level of 30 mg/m^3, which if exceeded, triggers certain requirements, including periodic exposure monitoring and medical monitoring.

If the lead-containing coatings applied to water supply line is to be stabilized/prepared for repainting rather than removed as components, it is recommended that this sanding/scraping/chemical removal involving the lead-containing paint coatings identified on the structure be conducted by trained lead remediation contractor personnel in order to reduce construction employee exposure to potential lead hazards.

Compliance with applicable OSHA lead regulations is the responsibility of the contractor performing the work and it is recommended that they be required to communicate potential lead hazards to their workforce and utilize lead-safe work practices such as outlined in the EPA

Renovation, Repair, and Painting Final Rule (40 CFR 745) or applicable portions of the Structural Steel Painting Council (SSPC) Guidelines. It is further recommended that activities such as flame/torch dismantling, dry sanding and/or dry grinding of any components with lead-containing paint materials applied should be prohibited as part of any repair, renovation or demolition activity.

In areas where the Client does not intend to renovate the facility, the lead-containing paint materials, which will remain in the facility, should be managed in place. It is recommended that this in-place management should include such operations as stabilizing or repairing any damaged materials, protecting the remaining lead-containing paint materials from further damage, and developing a plan to periodically monitor the condition of the lead-containing paint materials. Notification of the presence of the materials should also be made to employees and outside contractors so that they do not inadvertently disturb the remaining lead-containing paint materials.

6.0 GENERAL COMMENTS

This survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our survey of the building. The information contained in this report is relevant to the date on which this survey was performed, and should not be relied upon to represent conditions at a later date.

This report has been prepared on behalf of and exclusively for use by City of Edinburg for specific application to their project as discussed.

This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.

APPENDIX A

ASBESTOS SURVEY SAMPLE SUMMARY

APPENDIX A
ASBESTOS SURVEY SAMPLE SUMMARY
490 Booster Station
1114 East Levee Street
Edinburg, Texas
Terracon Project No. 88227203

SAMPLE NUMBER/ HOMOGENEOUS AREA NUMBER	TYPE OF MATERIAL	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
1/1	CMU Texture, White	Utilized on interior walls of the Storage Building	Storage Building, SEC	NAD
2/1	CMU Texture, White	Utilized on interior walls of the Storage Building	Storage Building, SWC	NAD
3/1	CMU Texture, White	Utilized on interior walls of the Storage Building	Storage Building, NWC	NAD
4/2	CMU Texture, White	Utilized on exterior walls of the Storage Building	Storage Building, South	NAD
5/2	CMU Texture, White	Utilized on exterior walls of the Storage Building	Storage Building, South	NAD
6/2	CMU Texture, White	Utilized on exterior walls of the Storage Building	Storage Building, West	NAD

NAD = No Asbestos Detected
NWC = Northwest Corner
NEC = Northeast Corner
SWC = Southwest Corner
SEC = Southeast Corner

APPENDIX B

ASBESTOS LABORATORY ANALYTICAL REPORT

PLM Summary Report

2051 Valley View Lane
Farmers Branch, TX 75234 Phone: (972) 241-8460

NVLAP Lab Code 102056-0
TDSHS License No. 300084

Client :	Terracon - Pharr	Lab Job No. :	22B-08166
Project :	490 Booster Station	Report Date :	07/21/2022
Project # :	88227203	Sample Date :	07/19/2022
Identification :	Asbestos, Bulk Sample Analysis		
Test Method :	Polarized Light Microscopy / Dispersion Staining (PLM/DS) EPA Method 600 / R-93 / 116		

On 7/20/2022, six (6) bulk material samples were submitted by Eloy Palacios of Terracon - Pharr for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
1	CMU Texture (White), Storage Building Interior, SEC	None Detected - CMU None Detected - Paint
2	CMU Texture (White), Storage Building Interior, SWC	None Detected - CMU None Detected - Paint
3	CMU Texture (White), Storage Building Interior, NWC	None Detected - CMU None Detected - Paint
4	CMU Texture (White), Storage Building Exterior, South Wall	None Detected - CMU None Detected - Paint
5	CMU Texture (White), Storage Building Exterior, South Wall	None Detected - CMU None Detected - Paint
6	CMU Texture (White), Storage Building Exterior, West Wall	None Detected - CMU None Detected - Paint

These samples were analyzed by layers. Quantification, unless otherwise noted, is performed by calibrated visual estimate. The test report shall not be reproduced except in full without written approval of the laboratory. The results relate only to the items tested. These test results do not imply endorsement by NVLAP or any agency of the U.S. Government. Accredited by the National Voluntary Laboratory Accreditation Program for Bulk Asbestos Fiber Analysis under Lab Code 102056-0.

NVLAP Testing NVLAP Lab Code 102056-0

Analyst(s): Jessica Scott

Lab Manager : Heather Lopez Approved Signatory :

Lab Director : Bruce Crabb Approved Signatory :

Thank you for choosing Moody Labs

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Moody Labs
2051 Valley View Lane
Farmers Branch, TX 75234 Phone: (972) 241-8460

PLM Detail Report

Supplement to PLM Summary Report

NVLAP Lab Code 102056-0
TDSHS License No. 300084

Client : Terracon - Pharr
Project : 490 Booster Station
Project # : 88227203

Lab Job No. : 22B-08166
Report Date : 07/21/2022

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
1	CMU (Grey)	40%	Aggregate	65%	07/21	JS
			Cement Binders	35%		
	Paint (White)	60%	Pigment / Binders	100%		
2	CMU (Grey)	40%	Aggregate	65%	07/21	JS
			Cement Binders	35%		
	Paint (White)	60%	Pigment / Binders	100%		
3	CMU (Grey)	30%	Aggregate	65%	07/21	JS
			Cement Binders	35%		
	Paint (White)	70%	Pigment / Binders	100%		
4	CMU (Grey)	50%	Aggregate	65%	07/21	JS
			Cement Binders	35%		
	Paint (White)	50%	Pigment / Binders	100%		
5	CMU (Grey)	40%	Aggregate	65%	07/21	JS
			Cement Binders	35%		
	Paint (White)	60%	Pigment / Binders	100%		
6	CMU (Grey)	30%	Aggregate	65%	07/21	JS
			Cement Binders	35%		
	Paint (White)	70%	Pigment / Binders	100%		

APPENDIX C

LEAD-CONTAINING PAINT SAMPLE SUMMARY

APPENDIX C
LEAD-CONTAINING PAINT SAMPLE SUMMARY
490 Booster Station
1114 East Levee Street
Edinburg, Texas
Terracon Project No. 88227203

SAMPLE NO.	PAINT COMBINATION/ SUBSTRATE	FUNCTIONAL AREA	SAMPLE LOCATION	LEAD CONTENT
1	White Paint on Metal	Utilized on metal Water Tank, Pipe, and Ladder	Water Tank, East Portion	<49 ppm
2	White Paint on CMU	Utilized on CMU walls of the Storage Building	Storage Building, Northeast	<40 ppm
3	Light Blue Paint on Metal on Dark Blue	Utilized on metal supply water line in the Pump Building	Pump Building, Water Line, East Portion	74 ppm

ppm = Parts per Million

APPENDIX D

LEAD LABORATORY ANALYTICAL REPORT

Environmental Hazards Services, L.L.C.
7469 Whitepine Rd
Richmond, VA 23237
Telephone: 800.347.4010

Lead Paint Chip Analysis Report

Report Number: 22-07-03210

Client: Terracon - Pharr
1506 Mid Cities Dr
Pharr, TX 78577

Received Date: 07/20/2022
Analyzed Date: 07/25/2022
Reported Date: 07/25/2022

Project/Test Address: 490 Booster Station; Edinburg, Texas
Collection Date: 07/19/2022

Client Number: 200277

Laboratory Results

Fax Number: 956-283-8279

Lab Sample Number	Client Sample Number	Collection Location	Pb (ug/g) ppm	% Pb by Wt.	Narrative ID
22-07-03210-001	1		<49	<0.0049	
22-07-03210-002	2		<40	<0.0040	
22-07-03210-003	3		74	0.0074	

Environmental Hazards Services, L.L.C

Client Number: 200277 **Report Number:** 22-07-03210

Project/Test Address: 490 Booster Station; Edinburg, Texas

Lab Sample Number	Client Sample Number	Collection Location	Pb (ug/g) ppm	% Pb by Wt.	Narrative ID

Preparation Method: ASTM E-1979-17

Analysis Method: EPA SW846 7000B

Accreditation #: TX T104704248-07TX

Reviewed By Authorized Signatory: Melissa Kanode

Melissa Kanode
QA/QC Clerk

The Reporting Limit (RL) for samples prepared by ASTM E-1979-17 is 10.0 ug Total Pb. The RL for samples prepared by EPA SW846 3050B is 25.0 ug Total Pb. Paint chip area and results are calculated based on area measurements determined by the client. All internal quality control requirements associated with this batch were met, unless otherwise noted.

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the client. Sample location, description, area, etc., was provided by the client. Results reported above in mg/cm3 are calculated based on area supplied by client. This report shall not be reproduced except in full, without the written consent of Environmental Hazards Services, L.L.C.

ELLAP Accredtitation through AIHA LAP, LLC (100420), NY ELAP #11714.

LEGEND	Pb= lead	ug = microgram	ppm = parts per million
	ug/g = micrograms per gram	Wt. = weight	

22-07-03210

Due Date:
07/25/2022
(Monday)
AE
14/3

Lead
Chain-of-Custody

EHS Laboratories

Environmental Hazards Services, LLC
www.leadlab.com
(800) 347-4010
(804) 275-4907 (fax)
7469 Whitepine Rd
Richmond, VA 23237

Company Name: Terracon Consulting Engineers Address: 1506 Mid Cities Drive City/State/Zip: Pharr, TX 78577

Phone: (956) 283-8254 Fax: (956) 283-8279 E-mail: epalacios@terracon.com Acct. Number: NA

Project Name / Testing Address: 490 Booster Station City/State (Required): Edinburg, Texas

Collected by: Eloy Palacios Certification Number: ------ Purchase Order Number: 88227203

* Do wipe samples submitted meet ASTM Yes € No €

Turn Around Time (TAT)	Sample Type	Abbreviations	Surface Type for Dust Wipe
__ 1-Day _X__ 3-Day ___Same Day (Must Call Ahead) ___ Weekend (Must Call Ahead) If no TAT is specified, sample(s) will be Processed and charged as 3-Day TAT.	Single Dust Wipe = DW Paint Chip = PC Composite Soil = CS Soil = S Air = A	FR = Family Room LR = Living Room F = Front R = Rear 0 = Basement KT = Kitchen	FL = Floor CP = Carpet SL = Window Sill Ww = Window Wall

No.	Sample Type	Date Collected	Client Sample ID	Collection Location (LR, KT, LTFBR, RTRBR, etc.)	Surface Type	Length X Width In inches (Provide paint chip area only if requesting mg/cm2)	Mg/cm2	PPM	%	Flow Rate (L/min)	Total Time (minutes)	Volume (Total Liters)	Comments
1	PC	7/19/22	1					X					
2	PC	7/19/22	2					X					
3	PC	7/19/22	3					X					

Released by: Eloy Palacios	Signature:	Date/Time: 7/19/22 1:52 pm
Received by: HHumphrey	Signature:	Date/Time: 7/20/22 1223 pm

APPENDIX E

LICENSES AND CERTIFICATIONS

Texas Department of State Health Services

TERRACON CONSULTANTS INC

is certified to perform as an

Asbestos Consultant Agency

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.

License Number: 100157

Expiration Date: 11/30/2022

John Hellerstedt, M.D.,
Commissioner of Health

Control Number: 97338

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

Texas Department of State Health Services

Asbestos Individual Consultant

ELOY PALACIOS

License No. 105727

Control No. 97789

Expiration Date: 7-Nov-2022

Texas Department of State Health Services

Asbestos Individual Consultant

RICHARD I HOWES

License No. 105406

Control No. 97743

Expiration Date: 21-Nov-2022

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 102056-0

Moody Labs, LLC

Farmers Branch, TX

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2022-07-01 through 2023-06-30

Effective Dates

For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

Moody Labs, LLC
2051 Valley View Lane
Farmers Branch, TX 75234-8956
Mr. Bruce Crabb
Phone: 972-241-8460 Fax: 972-241-8461
Email: bruce.crabb@moodylabs.com
http://www.moodylabs.com

ASBESTOS FIBER ANALYSIS — NVLAP LAB CODE 102056-0

Bulk Asbestos Analysis

Code	*Description*
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

Code	*Description*
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

For the National Voluntary Laboratory Accreditation Program

Texas Department of State Health Services

MOODY LABS LLC DBA
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is certified to perform as an

Asbestos Laboratory

PCM, PLM, TEM

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.

License Number: 300084

Expiration Date: 05/31/2024

John Hellerstedt, M.D.,
Commissioner of Health

Control Number: 96624

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

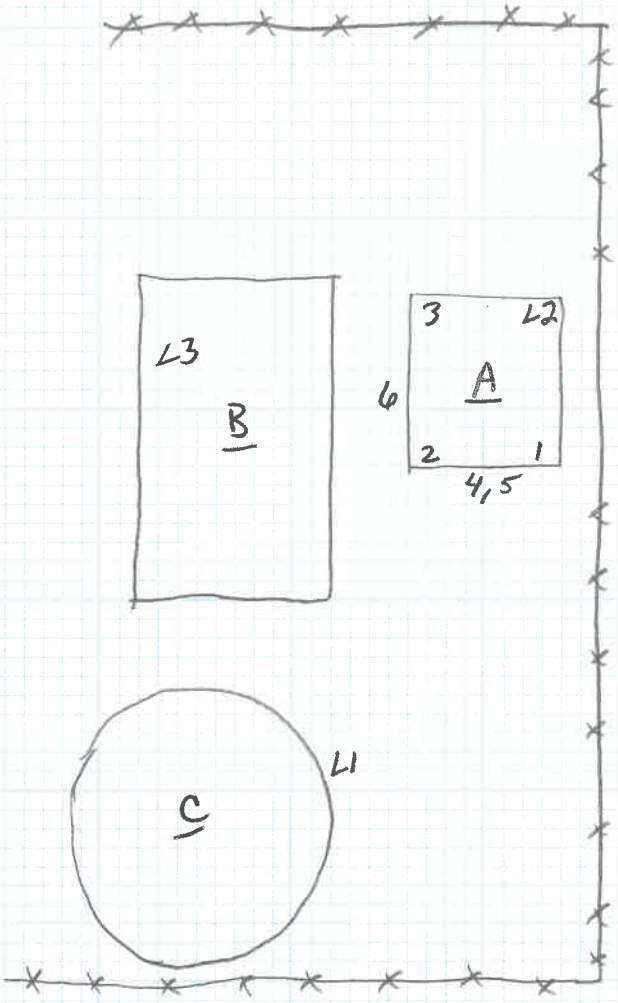
APPENDIX F

SAMPLE LOCATION DRAWINGS

PROJECT: 490 Booster Station Page 1 of 1

JOB NO. 8622703 Date 7/19/22 Comp. By EP CHECKED BY:

N



Key

A- Storage Building

B - Pump Building

C - Water Tank

MELLENIUM ENGINEERING GROUP (MEG)

WORK ORDER

FINAL DELIVERABLES

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

TBPE FIRM No. F-3913
www.megengineers.com

Area Offices

5804 N. Gumwood Ave.	Pharr, Texas 78577	956-702-8500
1221 E. Tyler Ave.	Harlingen, Texas 78550	956-454-8832
5918 McPherson Rd., Ste. 5	Laredo, Texas 78041	956-568-1664

Report On: Geotechnical Engineering Report Submittal

Lab No: 28306
Report No: 1-1

Project No: 01-22-29163 **Acct. No.:** Edinburg123

Client: City of Edinburg
Mardoqueo Hinojosa
415 W. University
Edinburg, TX 78539

Project: COE North 281 Booster Station

Report Date: 09/23/2022

Location: Edinburg, Hidalgo County, Texas

Sample Date: 09/19/2022
Sampled By: Mario Suarez
Client PO: P220988

Remarks: We are pleased to submit the attached geotechnical engineering report for COE North 281 Booster Station in Edinburg, Hidalgo County, Texas. Please redistribute attached report as necessary. MEG appreciates your business and looks forward to continue working with you on upcoming projects. We emphasize that our report be reviewed to its fullest, and to arrange a conference call with one of our engineers for any questions about the report.

Respectfully Submitted,
Millennium Engineers Group, Inc.

STATE OF TEXAS
RAUL PALMA
65656
REGISTERED PROFESSIONAL ENGINEER

Raul Palma, P.E.

09/29/2022

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.

MEG GEOTECHNICAL ENGINEERING REPORT

PROPOSED
CITY OF EDINBURG - NORTH 281
BOOSTER STATION

EDINBURG, HIDALGO COUNTY, TEXAS

Geotechnical Engineering • Construction Materials Engineering & Testing
Environmental • Consulting • Forensics

GEOTECHNICAL ENGINEERING REPORT
FOUNDATION AND PAVEMENT RECOMMENDATIONS
PROPOSED CITY OF EDINBURG – NORTH 281 BOOSTER STATION
EDINBURG, HIDALGO COUNTY, TEXAS

Prepared For
Mr. Gerardo Carmona
Director of Utilities
City of Edinburg – Department of Utilities

MEG Report No. 01-22-29163

September 16, 2022

MILLENNIUM ENGINEERS GROUP, INC.
TBPE FIRM NO. F-3913
5804 N. GUMWOOD AVENUE
PHARR, TEXAS 78577
TEL:956-702-8500
FAX:956-702-8140
WWW.MEGENGINEERS.COM

September 16, 2022

Gerardo Carmona Jr., P.E.
Director of Utilities
City of Edinburg – Department of Utilities
415 W. University Drive
Edinburg, TX 78541
(956)388-8212
gcarmona@cityofedinburg.com

Subject: **Geotechnical Engineering Report**
MEG Report No. 01-22-29163
Foundation and Pavement Recommendations
Proposed City of Edinburg – North 281 Booster Station
Edinburg, Hidalgo County, Texas

Dear Mr. Carmonda (CLIENT):

Millennium Engineers Group, Inc. is pleased to submit the enclosed geotechnical engineering report that was prepared for the above subject project. This report addresses the procedures and findings of our geotechnical engineering study. Our recommendations should be incorporated into the design and construction documents for the proposed development.

We want to emphasize the importance that all our recommendations presented in this report and/or addendums to this report be followed. We look forward to continuing our involvement in the project by providing construction monitoring in accordance with the report recommendations and materials testing services during construction. We strongly recommend that we be a part of the preconstruction meeting to address any specific issues that are pertinent to this project.

Thank you for the opportunity to be of service to you in this phase of the project and we would like the opportunity to assist you in the upcoming phases of the project. If you have any questions, please contact our office at the address, telephone, fax or electronic address listed below.

Cordially,
Millennium Engineers Group, Inc.
TBPE Firm No. F-3913

Amos Emerson, P.E.
Geotechnical Department Manager

Quyet Thang Pham, Ph.D., P.E.
Senior Geotechnical Engineer

The seal appearing on this document was authorized by Quyet Thang Pham, P.E. 131836 on September 16, 2022. Alteration of a sealed document without proper notification to the responsible engineer is an offence under the Texas Engineering Practice Act

Cc: 1 Original and PDF Document

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1.0 INTRODUCTION

Millennium Engineers Group, Inc. (MEG) has completed and is pleased to submit this document that presents our findings as a result of a geotechnical engineering study of this project to our client. The project site is located approximately 470 feet to the north of the intersection between N. Expressway 281 and Hinojosa Road and the project site being on the east side of Expressway 281 in Edinburg, Hidalgo County, Texas. The project location is shown on the Project Location Map, found in the Appendix section of this report. This report briefly describes the procedures utilized during this study and presents our findings along with our recommendation, for foundation design and construction considerations.

Our scope of services for the project was outlined in MEG proposal No. 01-21-256GR2, dated May 27, 2022 and approved by Ms. Myra L. Ayala on August 2, 2022.

2.0 PROJECT DESCRIPTION

It is our understanding that the proposed site will accommodate the construction of a new Booster Station. It is also our understanding that the proposed Booster Station will consist of a two (2) forty (40) foot diameter water storage tanks. The site construction for the proposed structure is anticipated to be on a slab-on-grade or on-fill foundation provided expansive, soil-related movements will not impair the performance of the structure.

The site will also accommodate the construction of a flexible pavement that will serve for light duty and/or heavy duty traffic. Both flexible and rigid pavement types are viable and the selection on the type to be used will depend on the specific needs and criteria of this project site.

3.0 SCOPE AND LIMITATIONS OF STUDY

This engineering report has been prepared in accordance with accepted geotechnical engineering practices currently exercised by geotechnical engineers in this area. No warranty, expressed or implied, is made or intended. This report is intended for the exclusive use by the client and client's authorized project team for use in preparing design and construction documents for this project only. This report may only be reproduced in its entirety for inclusion in construction documents. This report in its entirety shall not be reproduced or used for any other purposes without the written consent of our firm. This report may not contain sufficient information for purposes of other parties or other uses and is not intended for use in determining construction means and methods.

The recommendations presented in this report are based on data obtained from the soil borings drilled at this site and our understanding of the project information provided to us by our client and other project team members, and the assumption that site grading will result in only minor changes in the existing topography. Subsurface soil conditions have been observed and interpreted at the boring locations only.

This report may not reflect the actual variations of the subsurface conditions across the subject site. It is important to understand that variations may occur due to real geologic conditions or previous uses of the site. The nature and extent of variations across the subject site may not become evident until specific design locations are identified and/or construction commences. The construction process itself may also alter subsurface conditions. If variations appear evident at the time during the design phase and/or construction phase, we should be notified immediately to determine if our opinions, conclusions and recommendations need to be reevaluated. It may be necessary to perform additional field and laboratory tests and engineering analyses to establish the engineering impact of such variations. These services are additional and are not a part of our project scope.

The engineering report was conducted for the proposed project site described in this report. The conclusions and recommendations contained in this report are not valid for any other project sites. If the project information described in this report is incorrect, is altered, or if new information becomes available, we should be retained to review and modify our recommendations. These services are additional and are not a part of our project scope.

Our scope of services was limited to the proposed work described in this report, and did not address other items or areas. The scope of our geotechnical engineering study does not include environmental assessment of the air, soil, rock or water conditions on or adjacent to the site. No environmental opinions are presented in this report. If the client is concerned with environmental risk at this project site, the client should perform an environmental site assessment.

If final grade elevations are significantly different from existing grades at the time of our field activities (more than plus or minus one (1) foot), our office should be informed about these changes. If desired, we will reexamine our analyses and make supplemental recommendations.

4.0 FIELD EXPLORATION PROCEDURES

Subsurface conditions at the subject site were evaluated by two (2) 50-foot soil borings and two (2) 6-foot soil borings. The Borings were drilled at the locations shown on the Borings Location Map, found in the Appendix section of this report. This location is approximate and distances were measured using a measuring wheel, tape, angles, and/or pacing from existing references. The structural soil borings were drilled in general accordance with American Society of Testing Materials (ASTM) D 420 procedures.

As part of our sampling procedures, the samples were collected in general conformance with ASTM D 1586 procedures. Representative portions of the samples were sealed in containers to reduce moisture loss, identified, packaged, and transported to our laboratory for subsequent testing. In the laboratory, each sample was evaluated and visually classified by a member of our Geotechnical Engineering staff. The geotechnical engineering properties of the strata were evaluated by a series of laboratory tests. The results of the laboratory and field-testing are tabulated on the boring logs and Summary of Soil Sample Analyses which are found in the Attachments section of this report.

Standard penetration test results are noted on the boring logs as blows per 12 inches of penetration. Three 6 inch increments are performed for each standard penetration test. The sum of the blows for the final two 6 inch increments is considered the "standard penetration resistance value" or "N-value." Where hard or very dense materials were encountered, the tests are terminated as follows: (1) when a total of 50 blows have been applied in any of the 6 inch increments, or (2) when a total of 100 blows have been applied, or (3) when there is no observed advance of the sampler in the application of 10 successive blows. The boring logs in the case of hard or very dense materials will be noted as follows: 50/3", where 50 is the number of blows applied in 3 inches of penetration, or 100/7½" where 100 is the number of blows applied in a total of 7 ½ inches of penetration, or 10/0", where 10 is the number of blows applied in 0 inches of penetration.

Samples will be retained in our laboratory for 30 days after submittal of this report. Other arrangements may be provided at the request of the Client.

5.0 GENERAL SITE CONDITIONS

5.1 Site Description

The project site is located approximately 470 feet to the north of the intersection between N. Expressway 281 and Hinojosa Road and the project site being on the east side of Expressway 281 in Edinburg, Hidalgo County, Texas. The project location is shown on the Project Location Map, found in the Appendix section of this report. At the time of our field operations, the subject site can be described as an undeveloped tract of land. The general topography of the site is relatively flat sloping down to the east with a visually estimated vertical relief of less than 3 feet. Surface drainage is visually estimated to be poor to fair.

5.2 Site Geology

According to the Soil Survey of Hidalgo County, Texas, published by the United States Department of Agriculture – Soil Conservation Service, the project site appears to be located within the Brennan soil associations.

- The Brennan series consists of deep, well-drained, nearly level soil, loamy soils on convex uplands. These soils formed in alkaline loamy sediments partly reworked by wind. Slopes range from 0 to 1 percent. Areas are mostly broad and irregular in shaped and range from 25 to 250 acres. The corresponding soil symbol is 3, Brennan fine sandy loam.
- The Brennan series consists of deep, well-drained, loamy soils on convex uplands. These soils formed in alkaline loamy sediments partly reworked by wind. Slopes range from 0 to 3 percent. Areas are broad and irregular in shaped and range from 10 to more than 250 acres. The corresponding soil symbol is 4, brennan fine sandy loam.

5.3 Subsurface Conditions

On the basis of our borings, four (4) generalized strata that possess similar physical and engineering characteristics can describe the subsurface stratigraphy at this site. Table 5.1 summarizes the approximate strata range in our boring logs. These were prepared by visual classification and were aided by laboratory analyses of selected soil samples. The lines designating the interfaces between strata on the boring logs represent approximate boundaries. Transitions between strata may be gradual details for each of the borings can be found on the boring logs in the appendix of this report.

Table 5.1.a Approximate Subsurface Stratigraphy Depths (Building Bores)

Stratum	Range in Depth, ft[1]	Stratum Description[1]
I	0 – 20	clayey SAND, brown, dry, med. dense
II[2]	15 – 40	lean CLAY with sand, light brown, dry, very stiff to hard (cemented)
III[3]	20 – 40	sandy lean CLAY to lean CLAY with sand, light brown, dry, hard (cemented)[4]

Note 1: The stratum thickness and depths to strata interfaces are approximate. Our measurements are rounded off to the nearest foot increment and are referenced from ground surface at the time of our drilling activities. Subsurface conditions may vary between the boring locations.
Note 2: Stratum II applies to borehole B-1 only
Note 3: Stratum III applies to borehole B-2 only
Note 4: Augur Refusal

Table 5.1.b Approximate Subsurface Stratigraphy Depths (Pavement Bores)

Stratum	Range in Depth, ft[1]	Stratum Description[1]
IV	0 – 6	clayey SAND to sandy lean CLAY, dark brown, dry

Note 1: The stratum thickness and depths to strata interfaces are approximate. Our measurements are rounded off to the nearest foot increment and are referenced from ground surface at the time of our drilling activities. Subsurface conditions may vary between the boring locations.

5.4 Groundwater Conditions

The dry auger drilling technique was used to complete the soil borings in an attempt to observe the presence of subsurface water. During our drilling operations, we did not encounter the groundwater table for short term conditions. Moisture content test exhibited high moisture content at a depth of twenty-five (25) feet below natural ground elevation. Table 5.2 summarizes the approximate groundwater and cave in depths measured in our explorations. It should be noted that the groundwater level measurements recorded are accurate only for the specific dates on which measurement were obtained and does not show fluctuations throughout the year.

Fluctuations in Groundwater levels are influenced by variations in rainfall and surface water run-off from season to season. The construction process itself may also cause

variations in the groundwater level. If the subsurface water elevation is critical to the construction process the contractor should check the subsurface water conditions just prior to construction excavation activities.

Table 5.2. Approximate Groundwater and Cave-in Depths.

Boring No.	Depth to Subsurface Water, Ft[1]	Depth to Cave-In, Ft[1]
	Time of Drilling	Time of Drilling
B-1	Not Encountered	35
B-2	Not Encountered	30
P-1	Not Encountered	6
P-2	Not Encountered	6

Note 1: Subsurface water levels and cave-in depths have been rounded to the nearest foot.

Based on the findings in our borings and on our experience in this region, we believe that groundwater seepage will not likely be encountered during site earthwork activities. If groundwater seepage is encountered during site earthwork activities, it may be controlled using temporary earthen berms and/or conventional sump-and-pump dewatering methods.

6.0 ENGINEERING ANALYSIS AND RECOMMENDATIONS

6.1 General

The analysis and recommendations presented in this report are applicable specifically to the proposed foundation structure. The data gathered from both the field and laboratory testing programs on soil samples obtained from the borings was utilized to establish geotechnical engineering parameters to develop recommendations for the proposed structure. The foundation system(s) considered in this report to provide support for the proposed structure must meet two independent criteria. One of the criteria is that the movement below the foundation structure due to compression (consolidation) or expansion (swell) of the underlying soils must be within tolerable limits. This criterion is addressed in the Soil Related Movements section of this report. The other criterion is that the dead and live loads must be distributed appropriately and the foundation structure designed with an acceptable factor of safety to minimize the potential for bearing capacity failure of the underlying soils.

Geotechnical and structural engineers in this general area consider soil movements or Potential Vertical Rise (PVR) of approximately one (1) inch or less to be within acceptable structural design tolerances for most structures but may be different depending on structure use and the desired performance of the foundation. Therefore, movements of the underlying soils are not eliminated and thus one should expect a slab foundation structure to exhibit differential vertical movements. However, structural engineers design slab foundations for the expected magnitude of soil movements without failure of the structure. More stringent soil movement criteria may be established but the owner should

consider the exponential increase in cost required to design and construct a structure for such soil movements. Data obtained in this study indicate that the soils at this site have strength characteristics capable of supporting the foundation and structure if designed appropriately. Stratum I is composed of clayey sand and has a low potential to exhibit volumetric changes (contraction and expansion). Stratums II and III are composed of sandy lean clay to lean clay with sand and has a moderate to exhibit volumetric changes. Stratum IV is composed of clayey sand to sandy lean clay and has a low to moderate potential to exhibit volumetric changes. The potential for soil volumetric changes is dependent on variations in moisture contents of the underlying soils. Based on this data, this site is suitable for a slab foundation provided the subgrade is modified in accordance with the recommendations established in this report to reduce the potential for these soil volumetric changes.

6.2 Soil-Related Movements

The anticipated ground movements due to swelling of the underlying soils at this site were estimated for slab foundation construction using the Texas Department of Transportation (TxDOT) procedures of test method TEX-124-E for determining Potential Vertical Rise (PVR). A PVR value of one and a half (1 ½) inches was estimated for the stratigraphic conditions encountered in our subsurface borings. A surcharge of 1 pound per square inch for the concrete slab, an active zone of 15 feet, and dry subsurface moisture conditions were assumed in estimating the above PVR values.

The following methods are generally acceptable for use in modifying the subgrade to reduce the potential for soil movements and volumetric changes below the foundation structure.

Excavate expansive clay soils and replace with select fill.
Chemical injection of expansive clay soils.
A combination of methods 1 and 2.

The method to be used is dependent on specific site conditions. At this site the grade will most likely need to be raised to obtain the proposed Finished Floor Elevation (FFE). As of the date of this report the CLIENT/OWNER has provided the existing natural ground elevation to be at 85.50 feet AMSL. We recommend that the project civil engineer evaluate the proposed FFE with our recommendations to ensure that the subgrade modifications presented in the report are not diminished or compromised. Adding select fill is generally the most cost effective method for reducing the potential for soil related movements. Therefore, we only discuss this method in this report but we can provide details for the other methods if requested.

Based on the data obtained, **the existing natural ground elevation of 85.50 feet AMSL**, information provided by our client and our analysis of the site, we recommend the following modification (Table 6.1. Subgrade Modifications) of the subgrade at this area to accomplished finish floor elevation of the subgrade at this site. This method will maintain the potential for soil related movements to an approximate PVR value of less than one (1) inch, which is generally desired for projects of this type.

Table 6.1.a Subgrade Modifications – Mat Foundation (Assumed 12" Slab) – Option 1

Item	Description
1	See and adhere to the Site Preparation Recommendations section of this report.
2	Excavate existing soils to a depth 80.55 feet AMSL in accordance with the Site Preparation Recommendations section of this report.
3	Condition and compact twelve (12) inches of subgrade below excavated soils in accordance with the Site Preparation Recommendations section of this report.
4	Place **select fill Options 1 and 2,** (a minimum of three (3) feet below bearing elevation of mat foundation and condition and compact up to the **Bearing Elevation of Mat Foundation in accordance with the Select Fill Recommendations section of this report.**

Table 6.1.b Subgrade Modifications – Mat Foundation (Assumed 12" Slab) – Option 2

Item	Description
1	See and adhere to the Site Preparation Recommendations section of this report.
2	Excavate existing soils to a depth 80.55 feet AMSL in accordance with the Site Preparation Recommendations section of this report.
3	Condition and compact twelve (12) inches of subgrade below excavated soils in accordance with the Site Preparation Recommendations section of this report.
4	Place **select fill Option 4,** (a minimum of three (3) feet below bearing elevation of mat foundation and condition and compact up to the **Bearing Elevation of Mat Foundation in accordance with the Select Fill Recommendations section of this report.**

The PVR method of estimating expansive, soil-related movements is based on empirical correlations utilizing the measured plasticity indices and assuming typical seasonal fluctuations in moisture content. If desired, other methods of estimating expansive, soil-related movements are available, such as estimations based on swell tests and/or soil-suction analyses. However, the performance of these tests and the detailed analyses of expansive, soil-related movements were beyond the scope of the current study. It should also be noted that actual movements can exceed the calculated PVR values as a result of isolated changes in moisture content (such as leaks, landscape watering, etc.) or if

water seeps into the soils to greater depths than the assumed active zone depth due to deep trenching and/or excavations.

6.3 Mat Foundation Recommendations

Soil Bearing Pressures and Settlements

A mat foundation may be designed with an allowable **bearing pressure of 2,500 psf** in accordance with subgrade modifications as indicated on **Table 6.1.a** Subgrade Modifications and bearing at a minimum 2 feet below natural ground. A mat foundation may also be designed with an allowable **bearing pressure of 2,000 psf** in accordance with subgrade modifications as indicated on **Table 6.1.b** Subgrade Modifications and bearing at a minimum 2 feet below natural ground. For short-term transient loadings such as wind loads the allowable bearing pressure may be increased by 25%. With this allowable bearing pressure, the anticipated settlement for the mat (raft) foundation is expected to be approximately one (1) to three (3) inches or less under sustained long term loading conditions. Where the site design places adjacent mat foundations, the differential settlement between adjacent and similarly loaded mat (raft) structures is expected to be about half of the total anticipated settlement. The bearing values given are net values. **The designer should review this report and take into consideration the movement of the anticipated settlement as described in this report at the connections, tubing, drains, etc. of the proposed structure.**

Other Criteria

For design methods that model the foundation soil as an infinite number of elastic springs, the elastic spring constant referred to as the modulus of subgrade reaction (K) may be determined as follows:

The following equation may be used to estimate the K value (in units of pounds per cubic inch, pci) for a mat with dimensions of B (width) by L (length):

$$K = Ks\,(m + 0.5)/(1.5m)$$

where: Ks = 100 pci (with subgrade modifications)
m = ratio of L/B

The modulus of subgrade reaction (K) is given in this report as a value for applicable design methods and not as a determined soil engineering property. The project structural engineer should evaluate the method given for estimating the value of the modulus of subgrade reaction to determine if it is appropriate for the design method to be used.

6.4 Lateral Earth Pressures

Presented below are at-rest, active and passive earth pressure coefficients for various backfill types adjacent to below-grade walls or site retaining walls. At-rest earth pressures are recommended in cases where little wall yield is expected (such as structural below-

grade walls). Active earth pressures may be utilized in cases where the walls can exhibit a certain degree of horizontal movements (such as cantilevered retaining walls).

Table 6.2 Earth Pressures

Backfill Type	Estimated Total Unit Weight (pcf)	Angle of Internal Friction Ø, deg	Active Condition		Passive Condition		At rest Condition	
			Earth Pressure Coefficient K_a	Equivalent Fluid Density (pcf)	Earth Pressure Coefficient K_p	Equivalent Fluid Density (pcf)	Earth Pressure Coefficient K_o	Equivalent Fluid Density (pcf)
Washed Gravel	135	33	0.29	40	3.39	450	0.46	61
Crushed Limestone	145	38	0.24	34	4.20	610	0.38	56
Clean Sand	120	30	0.33	40	3.00	360	0.50	60
Pit Run Clayey Gravels or Sands	135	31	0.32	43	3.12	422	0.48	65
On-Site Clays	120	15	0.59	71	1.70	204	0.74	89
Compacted On-Site Clays	125	25	0.41	51	2.46	308	0.58	72

The above values do not include a hydrostatic or ground-level surcharge component. To prevent hydrostatic pressure build-up, retaining walls should incorporate functional drainage (via free-draining aggregate or manufactured drainage mats) within the backfill zone. The effect of surcharge loads, where applicable, should be incorporated into wall pressure diagrams by adding a uniform horizontal pressure component equal to the applicable lateral earth pressure coefficient times the surcharge load, applied to the full height of the wall. The structure walls should be designed for hydrostatic pressures if drainage cannot be provided. Ports/weepholes for release of hydrostatic pressure need to be provided during construction. The ports/weepholes should be filled with filter cloth to reduce the loss of soil fines.

The compactive effort should be controlled during backfill operations adjacent to walls. Over compaction can produced lateral earth pressures in excess of at-rest magnitudes. Compaction levels adjacent to walls should be maintained between 95 and 100 percent of standard proctor (ASTM D 698) maximum dry density.

A wall drains (consisting of freely-drained aggregate or manufactured drainage mat, along with outlet piping) is recommended for collection and removal of surface water percolation behind the walls. Proper control of surface water percolation will help to prevent buildup of higher wall pressures. In unpaved areas, the final 12 inches of backfill should preferably consist of clayey soils to help reduced percolation of subsurface water in to the backfill.

6.5 IBC Site Classification and Seismic Design Coefficients

Section 1613 of the International Building Code (2012) requires that every structure be designed and constructed to resist the effects of earthquake motions, with the seismic design category to be determined in accordance with Minimum Design Loads for Buildings and Other Structures / ASCE 7. Site classification according to the ASCE 7 is based on the soil profile encountered to 100-foot depth. The stratigraphy at the site location was explored to a maximum of 30-foot depth as per Client scope of services for this study. Site classification is based on the available information from this study.

On the basis of the site class definitions included in ASCE 7, Table 20.3-1 and the encountered generalized stratigraphy, we characterize the site as Site Class E.

Seismic design coefficients were determined using the on-line software, OSHPD Seismic Design Maps accessed at (http://seismicmaps.org). Analyses were performed considering the 2012 International Building Code. Input included zip code 78539 and Site Class E. Seismic design parameters for the site are summarized in the following table:

Table 6.3. IBC Site Classification and Seismic Design Coefficients

Site Classification	F_a	F_v	S_s	S_1
D	1.6	2.4	0.043g	0.013g

Where:

F_a = Site coefficient
F_v = Site coefficient
S_s = Mapped spectral response acceleration for short periods
S_1 = Mapped spectral response acceleration for a 1-second period

7.0 CONSIDERATIONS DURING CONSTRUCTION

7.1 Site Grading Recommendations

Site grading plans can result in changes in almost all aspects of foundation recommendations. We have prepared the foundation recommendations based on the existing ground surface; there is a no surcharge addition for the stratigraphic conditions encountered at the time of our study. If site grading plans differ from existing grades by more than plus or minus 1 foot, we must be retained to review the site grading plans prior to bidding the project for construction. This will enable us to provide input for any changes in our original recommendations that may be required as a result of site grading operations or other considerations.

7.2 Site Drainage Recommendations

Drainage is one of the most important aspects to be addressed to ensure the successful performance of any foundation. Positive surface drainage should be implemented prior to, during and maintained after construction to prevent water ponding at or adjacent to

the building facilities. It is recommended that the building and site design include rain gutters, downspouts and concrete gutters to channel runoff to paving or storm drains.

7.3 Site Preparation Recommendations

Building areas and all area to support select fill should be stripped of all vegetation and organic topsoil up to a minimum of 5 ft. beyond the building perimeters. After stripping, remove at least six (6) inches of on-site soil as measured from existing grade when excavation of existing subgrade is not recommended in other sections of this report. The excavated material, if free of organic and/or deleterious material, may be stockpiled for use in the non-structural areas of the site. Where excavation of the subgrade is recommended in this report, the bottom of the excavation will extend at least five (5) feet beyond the limits of the planned building perimeter including canopies and sidewalks. Exposed subgrades should be thoroughly proof rolled in order to locate and compact any weak, compressible and soft spots. Proof rolling shall be in accordance with TxDOT 2014 Specification Item 216. Proof rolling operations should be observed by the Geotechnical Engineer or his representative to document subgrade condition and preparation. Weak or soft areas identified during proof rolling or areas where large tree roots have been removed within the limits of excavation should be removed and replaced with a suitable, compacted select fill in accordance with the recommendations presented under the Select Fill Recommendations section of this report. Proof rolling operations and any excavation/backfill activities should be observed by **MEG** representatives to document subgrade preparation.

Prior to fill placement, the exposed subgrade shall be prepared based on what option is selected from the foundation and pavement recommendations. The exposed subgrade should be prepared, moisture-conditioned by scarifying to a minimum depth as recommended in the foundation and pavement recommendations and recompacting to a minimum 98 percent of the maximum dry density as determined in accordance with ASTM D 698, moisture-density relationship. The moisture content of the subgrade should be maintained within the range of minus (-2) percentage points below optimum to plus two (+2) percentage points above the optimum moisture content until the fill is permanently covered. The soil should be properly compacted in accordance with these recommendations and tested by **MEG** personnel for compaction as specified.

7.4 Select Fill Recommendations

Materials used for select fill shall meet the following requirements:

1. Material shall conform to TxDOT 2014 Specification Item 247, Flexible Base; Type A, Grades 1 through 3.
2. Material shall conform to TxDOT 2014 Specification Item 247, Flexible Base, Types B or C, Grades 1 through 5 with a minimum plasticity index of 7.
3. Material shall conform to TxDOT 2014 Specification Item 247, Flexible Base, Type E, Grade 4 with a plasticity index between and inclusive of 7 and 15. Type E material shall be defined as Caliche (argillaceous limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or

granular materials when these materials are in situ with the caliche. Flexible Base (Type E, Grade 4) shall conform to the following requirements:

Table 7.1. Type E, Grade 4 Requirements

Retained on Sq. Sieve	Percent Retained
2”	0
½”	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Wet Ball Increase, Max Passing No. 40 sieve	20

4. Soils classified according to USCS as SM, SC, GM, GC, CL, ML and combinations of these soils. The soils shall be relatively free of organic matter. In addition to the USCS classification, select materials shall have a liquid limit of less than 40 and a plasticity index between and inclusive of 10 and 17.
5. Soils classified, as CH, MH, OH, OL and PT, under the USCS are not considered suitable for use as select fill materials at this site.

Select fill shall be placed in loose lifts not to exceed 8 inches (6 inches compacted) and compacted to a minimum 98 percent of the maximum dry density as determined in accordance with ASTM D 698. The moisture content of the fill shall be maintained within the range of minus two (-2) percentage points below optimum to plus two (+2) percentage points above the optimum moisture content until the fill is permanently covered. The select fill should be properly compacted in accordance with these recommendations and tested by **MEG** personnel for compaction as specified.

7.5 Site Fill Recommendations

Site fill shall be placed in loose lifts not to exceed 8 inches (6 inches compacted) and compacted to a minimum 98 percent of the maximum dry density as determined in accordance with ASTM D 698. The moisture content of the fill shall be maintained within the range of minus (-2) percentage points below optimum to plus two (+2) percentage points above the optimum moisture content until the fill is permanently covered. The site fill should be properly compacted in accordance with these recommendations and tested by **MEG** personnel for compaction as specified.

7.6 Back Fill Recommendations

Back fill shall be placed in loose lifts not to exceed 8 inches (6 inches compacted) and compacted to a minimum 98 percent of the maximum dry density as determined in

accordance with ASTM D 698. The moisture content of the fill shall be maintained within the range of minus (-2) percentage points below optimum to plus two (+2) percentage points above the optimum moisture content until the fill is permanently covered. The back fill should be properly compacted in accordance with these recommendations and tested by **MEG** personnel for compaction as specified.

7.7 Utility Considerations

Utilities that project through the slab-on-grade, slab-on-fill, floating floor slabs, or any other rigid unit should be designed with some degree of flexibility or with sleeves. Such features will help reduce the risk of damage to utility facilities from soil movements related to shrinkage and expansion.

7.8 Utility Trench Recommendations

Bedding and initial backfill are buried around utility lines to support and protect the utility. The secondary backfill above the initial backfill also helps protect and support the foundation and/or pavement above. To ensure that settlement is not excessive in this secondary backfill we recommend the following:

1) If possible, trench and install utilities prior to work such as lime treatment and/or compaction of subgrade or placement of other fills or bases.
2) Place, moisture condition and compact the secondary backfill in accordance with the pertinent project requirements. Within the footprint of a building pad the secondary backfill should meet the same compaction requirements for select fill. Within the footprint of a pavement structure the secondary backfill should meet the same compaction requirements for the subgrade. When compaction of the subgrade is not specified it should meet the same compaction level of the adjacent natural ground. An alternative to compaction of secondary backfill is the use of flowable fill where secondary backfill is to be placed. If properly designed, the flowable fill can be excavated easily at a later date if necessary. No compaction and no testing is required when properly designed flowable fill is used.

7.9 Excavation, Sloping and Benching Considerations

The soils encountered in the borings can easily be excavated using conventional earthwork equipment. No major hard soil and/or rock units were encountered in the borings through completion depth. In the case that excavations occur through granular soil or submerged soils it will be necessary to either slope the excavation sidewalls or provide temporary bracing to control excavation wall instability.

The side slopes of excavations through the overburden soils should be made in such a manner to provide for their stability during construction. Pipe lines or other facilities which are constructed prior to or during the currently proposed construction and which require excavation should be protected from loss of end bearing or lateral support.

Temporary construction slopes and/or permanent embankment slopes should be protected from surface runoff water. Site grading should be designed to allow drainage

at planned areas where erosion protection is provided instead of allowing surface water to flow down unprotected slopes.

Permanent slopes at the site should be as flat as practical to reduce creep and occurrence of shallow slides. The following slope angles are recommended as maximums. The presented angles refer to the total height of a slope. Site improvement should be maintained away from the top of the slope to reduce the possibility of damage due to creep or shallow slides.

Table 7.2. Slopes Angles Requirements

Height (ft.)	Horizontal to vertical
0 – 3	1:1
3 – 6	2:1
6 – 9	3:1
>9	4:1

The contractor or persons doing the trenching should adhere to the current Occupational Health and Safety Administration (OSHA) guidelines on trench excavation safety and protection measures. Other industry standards may be applicable. The collection of specific geotechnical data and development of a plan for trench safety, sloping, benching or various types of temporary shoring, is beyond the scope of the this study.

7.10 Shallow Foundation Excavation Considerations

The Geotechnical Engineer or his representative prior to the placement of reinforcing steel and concrete should observe shallow foundation excavations. This is necessary to verify that the bearing soils at the bottom of the excavations are similar to those encountered during the subsurface soil exploration phase and that excessive loose materials and water are not present in the excavations. If soft pockets of soil are encountered in the foundation excavations, they should be removed and replaced with a compacted non-expansive fill material or lean concrete up to the design foundation bearing elevation.

7.11 Landscaping Considerations

Even though landscaping is a vital aesthetic component of any project, the owner, client and design team should be aware that placing trees or large bushes adjacent to any structure may distress the structure in the future. It is recommended that if any landscaping is to be placed adjacent to the structure in this project, it should be limited to small plants and shrubs. Trees and large bushes should be placed at a distance such that at their mature height, their canopy or “drip line” does not extend over the structures. The owner, client and design team should also be aware that if any watering is to be done in connection with the landscaping for this project it should be controlled, consistent and timely. Excessive or prolonged watering is not recommended. If watering is part of the landscaping plan, termination of watering for any extended period of time may also be

detrimental to the structure. It is important that the moisture level in the subsurface soils remain constant so that shrinking and swelling of soils may be mitigated.

7.12 Perimeter Foundation Cap

We recommend that a cap of impervious fill be placed around the perimeter of the foundation to mitigate the intrusion of moisture into the soils surrounding the foundation. The top eighteen inches of fill around the foundation structure should be a low permeance clay cap to keep surface water away from the foundation. The low permeance clay cap should be sloped away from the foundation at a minimum slope of 2% and the surrounding areas should have positive drainage. The low permeance clay shall meet the USCS classification of CL and meeting the requirements in Tables 7.2 Gradation Requirements and Table 7.3 Atterberg Limits Requirements. The low permeance clay shall be compacted to minimum of 95 percent of the maximum dry density as determined in accordance with ASTM D 698. The moisture content of the subgrade should be maintained within the range of optimum to four (4) percentage points above the optimum moisture. If plantings are intended, add 4 to 6 inches of loam on top of the clay cap.

Table 7.2. Gradation Requirements

Sieve Size	Percent Passing (by dry weight)
1/2 inch	100
No 4	70-100
No. 200	50 – 100

Table 7.3. Atterberg Limits Requirements

Test / ASTM	Requirement
Atterberg Limits D4318	LL ≤ 45 20 ≤ PI ≤ 30

8.0 PAVEMENT SECTION RECOMMENDATIONS

8.1 General Information

The study was also performed to determine recommendations for the construction of a flexible pavement and these recommendations are presented in this report. The pavement recommendations are limited to samples taken from the existing soils within the roadway areas present at the site. The pavement design implemented for this project should be evaluated the civil engineer based on a traffic and design analysis for this project.

Recommendations for flexible pavements are presented in this report for further evaluation by the project civil engineer. This pavement type is viable and the selection on the type to be used will depend on the specific needs and criteria of this project site. Generally, flexible pavements have a lower initial construction cost when compared to

rigid pavements. Flexible pavements generally require more frequent repairs and overlays at intervals from 6 to 10 years to meet the structural and functional requirements of the pavement during the design life. All pavements are very dependent on the condition of the soil platform on which they are supported and thus moisture conditions will play an important role in the performance of the pavement during its structure life. Proper consideration to drainage of the pavement structure and the surrounding areas is essential to the successful performance of a pavement structure.

After proof rolling and repairing deep subgrade deficiencies, the entire subgrade should be scarified and developed as recommended in the Site Preparation section of this report to provide a uniform subgrade for pavement construction. Areas that appear severely desiccated following site stripping may require further undercutting and moisture conditioning. If a significant precipitation event occurs after the evaluation or if the surface becomes disturbed, the subgrade should be reviewed by qualified personnel immediately prior to paving. The subgrade should be in its finished form at the time of the final review.

8.2 Sulfate Content of Existing Soils

TxDOT has identified Hidalgo County as an area with a high potential of sulfate rich soils. Sulfate testing was performed in accordance with TxDOT Tex-145-E as indicated below. A summary of these results are as follows:

Table 8.1 Sulfate Content in Parts Per Million

Location	Sulfate Content, (PPM)
P-1 at depth of 0.5’ to 2’	60
P-2 at depth of 0.5’ to 2’	20

Below are listed general exposure levels of potential harm to concrete structures exposed to soils containing sulfates. These levels fall into three ranges based on Sulfate Concentration (SC) in the soil.

- Level 1 - Mild: SC < 3,000 ppm
- Level 2 - Moderate: 3,000 < SC < 8,000 ppm
- Level 3 - Severe: SC > 8,000 ppm

Laboratory test results indicated that the existing soils have Level 1 or mild concentration of sulfates in the soils. Therefore, according to TxDOT policy, lime/cement treatment **may** be used for stabilization of the pavement subgrade for the levels indicated. We also want to point out that results obtained are only for the locations indicated. Sulfate concentrations may change significantly at other locations within the project site. **We also want to point out that when the proposed grading requires excavation and/or fill of the site we recommend that additional testing be performed when the site has been brought to final grade at the subgrade level to determine sulfate concentration in the soils and determine appropriate subgrade stabilization.** The civil engineer should evaluate the sulfate levels to appropriately make recommendations for mitigating sulfate and lime/cement reactions producing expansive

by products. We recommend following the TxDOT policies for subgrade treatment for soils containing sulfates. These policies can be found on the TxDOT Construction Division website entitled "Guidelines for Treatment of Sulfate-Rich Soils and Bases in Pavement Structures" September 2005.

8.3 Soil Stabilization Recommendations

The plasticity index of the surface soils at this site is approximately 6 to 26 percent. The existing subgrade soils require lime stabilization for soil shrink and swell mitigate. We recommend the addition of three (3) percent lime by weight to the existing surface soils. **We recommend that the existing soils be tested after the pavement areas have been excavated or filled to the top of the subgrade elevation to verify the soil stabilization requirements.** The natural ground should then be prepared as stated in the Site Preparation Recommendations of the pavement section. Proper consideration to drainage of the pavement structure and the surrounding areas is essential to the successful performance of a pavement structure.

8.4 Design Methodology and Traffic Information

Our engineering analysis of the pavement type considered the information obtained from our soil borings, the field and laboratory testing, our past experience with similar soils and site conditions. Design of new pavements for the project has been based on the procedures outlined in the 1993 Guide for Design of Pavement Structures by the American Association of State Highway and Transportation Officials (AASHTO). The client did not provide projected ESALs. We recommend that the project Civil Engineer or a Traffic Engineer review the project for the appropriate traffic levels and design periods to ensure that they are appropriate and consistent with the specific project site requirements. The assumptions for traffic used in the pavement design analysis are as follows:

Table 8.2. Flexible Pavement Traffic Criteria Utilized

Criteria	Value[1]
Reliability Level	80%
Standard Deviation	0.45
Initial Serviceability level	4.0
Terminal Serviceability level	2.0

Note 1: The above traffic criteria as per 1993 AASHTO Pavement Design Guidelines.

8.5 Recommended Pavement Sections

The proposed pavement section for entrances, drives and parking areas may be chosen from one of the following options in the tables below.

The selection process of the appropriate pavement option should consider the following:

1. The client should consider the options presented as minimum pavement sections for the appropriate use and expected traffic levels. The civil engineer of record should evaluate the minimum pavement sections recommended with the appropriate class of pavement required for this project. The local government requirements should be met when they are more stringent than the minimum pavement sections recommended in our report.

Table 8.4. Flexible Pavement Options

Materials	Option 1[1]	Option 2[2]
Untreated Caliche Base (In)	10.0	16.0
Lime Treated Subgrade (In)[3]	12.0	12.0

Note 1: Option 1 (ESALs = 11,000)
Note 2: Option 2 (ESALs = 50,000)

It is recommended that concrete pavements be reinforced. At a minimum, the reinforcing bars should be placed as follows:

Table 8.6. Longitudinal Drives and Entrances

Thickness (in)	Bar Size	Longitudal Spacing (in)	Transverse Spacing (in)
<=6	3	12	24
<=7	4	12	24

Table 8.7. Parking Areas

Thickness (in)	Bar Size	Longitudal Spacing (in)	Transverse Spacing (in)
<=6	3	16	16
<=7	4	16	16

Longitudinal reinforcement should be placed at ½ the slab depth +/- ½ inch from the surface. At a longitudinal edge, the first two spacing's for longitudinal reinforcement shall be at ½ the normal longitudinal spacing. At transverse construction joints, additional longitudinal reinforcement shall be placed at a spacing one half the normal longitudinal spacing for a length of 42 inches. At transverse joints, the first two spacing's for transverse reinforcement shall be at ½ the normal transverse spacing. All reinforcement should be specified as deformed steel meeting the requirement of ASTM A-615 (Grade 60) or ASTM A-616 (Grade 60). Splices should be a minimum of 33 nominal bar diameters. Reinforcing should not extend across longitudinal and expansion joints. Dowels across longitudinal and expansion joints are recommended to be 7/8 inch diameter, smooth bars with a length of 42 inches and spaced at a maximum 24 inches on center.

Longitudinal and transverse joints are recommended at a maximum spacing of 10 feet for pavements with a thickness of less than 6 inches and at a maximum spacing of 15 feet for pavements with a thickness of 6 inches or greater. The longitudinal and transverse joints should be formed or saw cut to a depth of 1/3 of the slab depth for concrete containing siliceous coarse aggregate and ¼ of the slab depth for limestone aggregate. Sawing of joints should begin as soon as the concrete will not chip and ravel. It is recommended that longitudinal and expansion joints be doweled to promote load transfer. Expansion joint spacings are not to exceed a maximum of 75 feet and no expansion or contraction joints should be located within a swale or drainage collection area. Expansion joints are also needed to separate the concrete slab from fixed objects such as inlets, light standards and buildings.

It is recommended that the concrete pavement surface have a minimum slope of 0.015 ft/ft to provide adequate surface drainage. It is recommended that the concrete pavement should cure a minimum 7 days before allowing any traffic provided that adequate concrete strength has been attained as determined by the project Civil Engineer.

The curb shall be constructed in lengths equal to the adjoining pavement slab lengths, and expansion joints shall be provided in the curb opposite each transverse expansion joint in the pavement. Expansion joint material shall be of the same thickness, type and quality as specified for the pavement and shall be of the section as shown for the curb. All expansion joints shall be carried through the curb. Transverse contraction joints shall be sawed across the curb at the same time as sawing of the transverse contraction joints in the pavement are sawed. The curb shall be placed monolithically with the pavement for edge support and reinforced with a minimum one (1) #5 rebar. A finish coat of mortar shall be applied on the exposed surfaces of monolithic curbs.

8.6 Garbage Dumpster Considerations

Within flexible pavement areas, it is recommended that reinforced concrete pads be provided in front of and beneath garbage dumpsters. Concrete paving is also recommended in areas where the dumpster trucks make turns with small radii to access the dumpsters. The pads should be a thickened concrete slab and reinforced similar to the concrete pavement recommendations or a minimum 10 inches thick.

9.0 PAVEMENT MATERIAL SPECIFICATION SECTIONS

9.1 Pavement Preparation Recommendations

Pavement areas should be stripped of all vegetation and organic topsoil up to a minimum of two (2) feet beyond the pavement perimeters. After stripping, remove at least six (6) inches of on-site soil as measured from existing grade when excavation of existing subgrade is not recommended in other sections of this report. The excavated material, if free of organic and/or deleterious material, may be stockpiled for use in the non-pavement areas of the site. Where excavation of the subgrade is recommended in this report, the bottom of the excavation will extend at least two (2) feet beyond the limits of the planned pavement perimeter including canopies and sidewalks. Exposed subgrades should be thoroughly proof rolled in order to locate and compact any weak, compressible and soft

spots. Proof rolling shall be in accordance with TxDOT 2014 Specification Item 216. Proof rolling operations should be observed by the Geotechnical Engineer or his representative to document subgrade condition and preparation. Weak or soft areas identified during proof rolling or areas where large tree roots have been removed within the limits of excavation should be removed and replaced with a suitable, compacted fill in accordance with the recommendations presented in TxDOT 2014 Specification Item 132 for density control and material requirements for Types A and B. If the fill is a clay it shall meet USCS Classification CL. Proof rolling operations and any excavation/backfill activities should be observed by MEG representatives to document subgrade preparation.

The exposed subgrade shall then be prepared based on what option is selected from the pavement recommendations. The soil should be worked in accordance with the recommendations and tested by MEG personnel for compaction as specified.

9.2 Hot Mix Asphaltic Concrete Surface

The asphaltic surface shall meet the requirements of the current TxDOT 2014 Specification Item 340 for Dense Graded Hot Mix Asphalt (small quantity) for projects with total production of less than 5,000 tons and TxDOT 2014 Specifications Item 341 Dense Graded Hot Mix Asphalt for projects with total production of 5,000 tons or greater. The hot mix asphaltic surface will be compacted to between 3.0 and 8.5 percent in place air voids in conformance with the specification. It is recommended that the testing required by this specification be performed during production.

Table 9.1. Dense Grade Hot Mix Asphalt Additional Requirements

Test Procedure	Requirement
Target Design Laboratory Density, %	97.0 (for light duty areas)
	96.5 (for heavy duty areas)

9.3 Reinforced Concrete

Concrete shall meet a minimum 28-day compressive strength of 3200 psi for light duty pavements and 4000 psi for medium and heavy duty pavements and a maximum water/cement ratio of 0.45. The concrete for concrete paving shall meet the requirements for Class P Concrete of TxDOT 2014 Specification Items 360 and 421. Aggregates used in the concrete design should meet the requirements of TxDOT 2014 Specification Item 421 or ASTM C33.

9.4 Untreated Caliche Base

The base shall be caliche base and meet the requirements of TxDOT 2014 Specification Item 247 Type E, Grade 3 or better and including the requirements of Table 9.2 shown below. The base shall be compacted to a minimum 98 percent of the maximum dry density as determined by the standard moisture density relation (ASTM D 698) at moisture contents ranging between minus two (-2) and plus two (+2) percentage points

of the optimum moisture content. The base shall be placed in loose lifts not to exceed 8 inches (6 inches compacted) and not less than 5 ½ inches (4 inches compacted).

Table 9.2. Flexible Base Type E, Additional Requirements

Retained Procedure	Requirements
Max. PI:	12 (15 for treated base)
Max. Wet Ball PI:	12 (15 for treated base)
Wet Ball Mill Max Amount:	50
Wet Ball Increase, Max Passing No. 40 sieve	20

9.5 Lime Treated Caliche Base

The base shall meet all the requirements of untreated caliche base. In addition, the base shall be treated with a minimum one and a half (1 ½) percent lime or Portland cement by weight. Lime shall meet the requirements of TxDOT 2014 Specification Item 260. Portland cement shall be Type I meeting ASTM C150 or Type IP meeting ASTM C595. Lime treatment will be in accordance with TxDOT 2014 Specification Item 260 or 263 for base courses and Item 260 for subgrades. Cement treatment shall be in accordance with TxDOT 2014 Specification Item 275 or 276. The base shall be compacted to a minimum 98 percent of the maximum dry density as determined by the standard moisture density relation (ASTM D 698) at moisture contents ranging between minus two (-2) and plus two (+2) percentage points of the optimum moisture content. The base shall be placed in loose lifts not to exceed 8 inches (6 inches compacted) and not less than 5 ½ inches (4 inches compacted).

9.6 Lime Treated Subgrade

Lime stabilization of the soils may be used for soil shrink and swell mitigation and to increase the structural capacity of the subgrade as platform for the pavement. It is recommended that the subgrade plasticity index be verified after the site is stripped of the loose topsoil and the subgrade is exposed up to the subgrade elevation. Stabilization treatment of the subgrade soils may also be utilized to provide a platform for the base for resistance to moisture intrusion and changes. Prevention of moisture intrusion is extremely important to the life of a pavement. Increases in moisture content of the subgrade and the base will significantly reduce the material's structural ability to carry loads. The optimum lime content should reduce the PI of the soil to 20 or less and should result in a soil lime mixture with a pH of at least 12.4 when tested in accordance with ASTM C 977, Appendix XI. The lime should be blended with a mixing device such as a pulvermixer to produce a soil mixture passing water added and be allowed to cure for at least 48 hours. After curing the lime soil mixture it shall pass the grading requirements of TxDOT 2014 Specification Item 260 and compacted to a minimum 98 percent of the maximum dry density determined in accordance with ASTM D 698 at moisture contents ranging from minus two (-2) percentage points below optimum to plus two (+2) percentage points above optimum moisture content. If the in place gradation requirements can be achieved during the initial mixing, the remixing after the curing period can be eliminated. Please note that there is a relationship between the time of mixing of the lime and soils

with the maximum dry density. Any mixture older than three (3) days will require determination of new moisture density relationships.
Portland cement may be considered instead of lime to treat the subgrade. See the cement treated subgrade section of this report.

9.7 Cement Treated Subgrade

Cement treatment of the on-site subgrade soils may be used for soil shrink and swell mitigation and to increase the structural capacity of the subgrade as a platform for the pavement. It is recommended that the subgrade plasticity index be verified after the site is stripped of the loose topsoil and the subgrade is exposed up to the subgrade elevation. Treatment of the subgrade soils may be utilized to provide a uniform platform for the base for resistance to moisture intrusion and changes. Prevention of moisture intrusion is extremely important to the life of a pavement. Increases in moisture content of the subgrade and the base will significantly reduce the material's structural ability to carry loads. The optimum cement content should be determined in accordance with TxDOT 2014 Specifications Item 275 and with a minimum dry strength requirement of 175 psi. It is anticipated that the soils will require about 2 to 3 percent cement by dry weight of the soils to meet the specification requirements. The cement should be blended into the soil and preferably with a mixing device such as a pulvermixer to produce a uniform soil-cement mixture. The soil-cement mixture shall be placed in accordance with TxDOT 2014 Specification Item 275 and compacted to a minimum 98 percent of the maximum dry density determined in accordance with ASTM D 698 at moisture contents ranging from minus two (-2) percentage points below optimum to plus two (+2) percentage points above the optimum moisture content.

Cracking of the subgrade can be expected when using cement treatment due to the increased rigidity of the soil. Maintenance of any reflected cracks will require immediate sealing to keep moisture from penetrating to the pavement layers below the surface. If reflective cracking on the pavement from the treated subgrade is a concern, we recommend that microcracking of the subgrade be performed and the procedure outlined in TxDOT 2014 Specification Item 275 be used to mitigate reflective cracking. Microcracking should be performed on treated subgrade layers not to exceed 8 inches compacted thickness.

9.8 Moisture Conditioned Subgrade

The subgrade shall be scarified to a depth of eight (8) inches and moisture conditioned to within the range of minus two (-2) percentage points below optimum to plus two (+2) percentage points above the optimum moisture content. The subgrade shall be compacted to a minimum 98 percent of the maximum dry density determined in accordance with ASTM D 698.

10.0 OTHER CONSIDERATIONS

10.1 Drainage

Adequate perimeter drainage is essential for long-term performance of any pavement structure. Infiltration of surface water from unpaved areas surrounding the pavement should be minimized. We do not recommend the placement of landscape beds on the paved areas. Such design features provide a potential for water to enter into the pavement section and the underlying soil subgrade. This is especially true with time in paved areas that have limited traffic and lead to accelerated asphalt oxidation and thus cracking. Water intrusion will result in the deterioration of the pavement materials with time as vehicular traffic passes over affected areas. Above grade planter boxes with drainage discharge onto the top of the pavement or directed into storm sewers should be considered if landscape features are to be used.

10.2 Curb & Gutters

Base material under curb and gutters and curbs shall be compacted to the same requirements as other areas. It is recommended that the base shall be placed below the curb & gutter and extended past the back of the curb & gutter a minimum of one and a half (1 ½) feet. The thickness of the base below the curb & gutter shall be the required pavement base thickness less six (6) inches. An adequate seal should be provided at all concrete- asphalt interfaces. It is recommended that a crack sealant compatible to both asphalt and concrete be used.

10.3 Maintenance

A maintenance plan is recommended for the long-term performance of the paved areas. Asphaltic pavements have a tendency to strip and become oxidized with exposure to the elements. Thus cracks may become present in the pavement. It is recommended that a maintenance schedule of crack sealing, fog seals and overlays be used over the life of the pavement.

11.0 PROJECT REVIEW AND QUALITY CONTROL

Each project site is unique and it is important that the appropriate design data, construction drawings, specifications, change orders and related documents be reviewed by the respective design and construction professionals participating in this project. The performance of foundations, construction building pads and/or parking areas for this project will depend on correct interpretation of our geotechnical engineering report and proper compliance of and adherence to our geotechnical recommendations and to the construction drawings and specifications.

It is important that **MEG** be provided the opportunity to review the final design and construction documents to check that our geotechnical recommendations are properly interpreted and incorporated in the design and construction documents. We cannot be responsible for misinterpretations of our geotechnical recommendations if we have not

had the opportunity to review these documents. This review is an additional service and not part of our project scope.

MEG should be retained to provide construction materials testing and observation services during all phases of the construction process of this project. As the Geotechnical Engineer of Record, it is important to let our technical personnel provide these services to make certain that our recommendations are interpreted properly and to ensure that actual field conditions are those described in our geotechnical report. Since our personnel are familiar with this project, **MEG**'s participation during the construction phase of this project would help mitigate any problems resulting from variations or anomalies in subsurface conditions, which are among the most prevalent on construction projects and often lead to delays, changes, costs overruns, and disputes. If the client does not follow all of our recommendations presented in this report and/or addendums to this report, the client assumes the responsibility and liability of such actions and will hold our firm harmless and without responsibility and liability for client's actions.

A construction testing frequency plan and budget needs to be developed for the required construction materials engineering and testing services for this project. Before construction, we recommend that **MEG**, the project design team members and the project general contractor meet and jointly develop the testing plan and budget, as well as review the testing specifications as it pertains to this project. **A failure to implement a complete testing plan will negate the recommendations provided in this report.**

MEG looks forward to the opportunity to provide continued support on this project.

APPENDIX A
CUSTOM SOIL RESOURCE REPORT

MEG ENGINEERS Strong Leaders!

Geotechnical | Environmental | Testing

5840 N. Gumwood Avenue ■ Pharr, Texas 78577 ■ Tel: 956-702-8500 ■ Fax: 956-702-8140

Soil Map—Hidalgo County, Texas
(01-22-29163 proposed COE North Booster Station)

Map Scale: 1:843 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 10 20 40 60

Feet
0 40 80 160 240

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 20, Sep 13, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

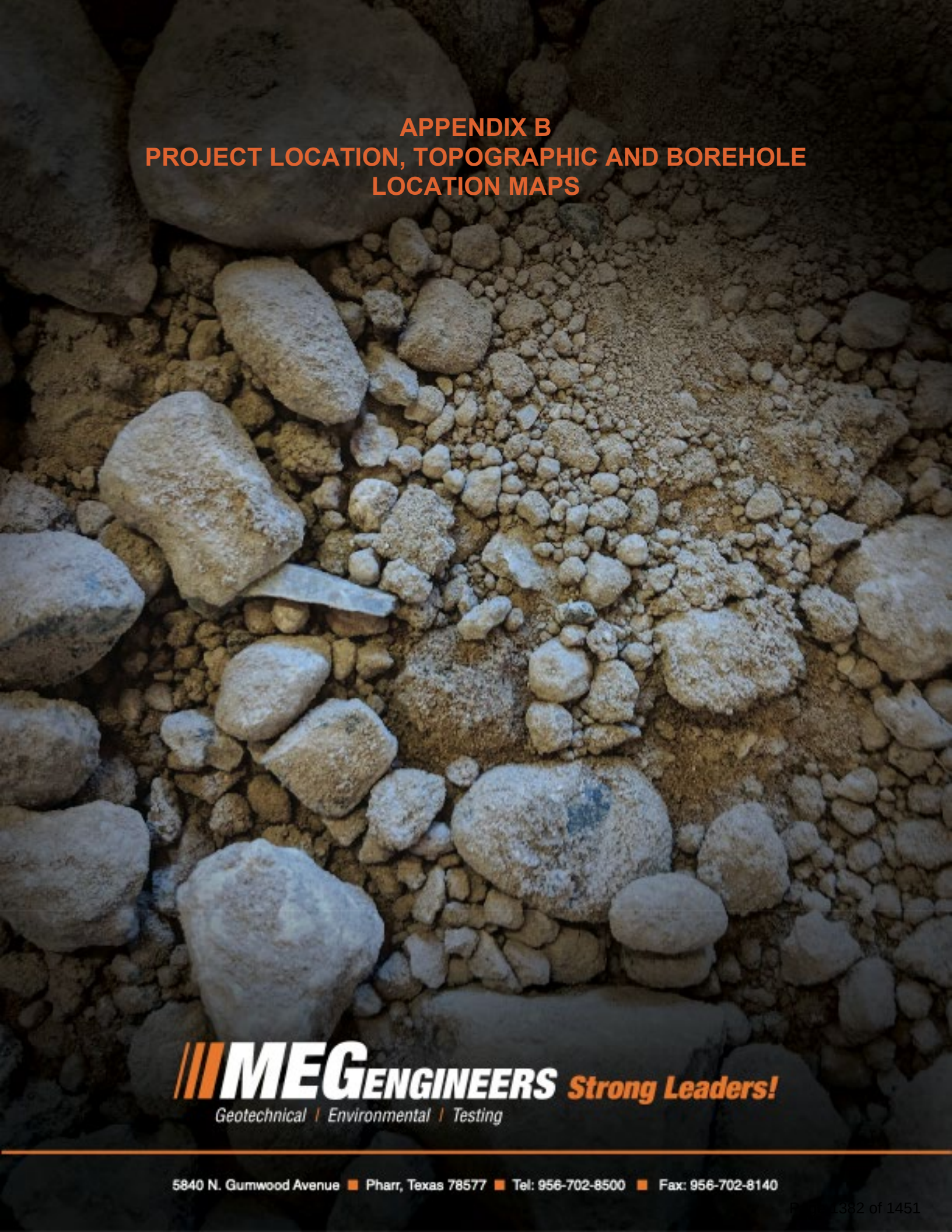
Date(s) aerial images were photographed: Nov 7, 2021—Jan 14, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
3	Brennan fine sandy loam, 0 to 1 percent slopes	1.0	42.0%
4	Brennan fine sandy loam, 0 to 3 percent slopes	1.4	58.0%
Totals for Area of Interest		**2.5**	**100.0%**

APPENDIX B
PROJECT LOCATION, TOPOGRAPHIC AND BOREHOLE LOCATION MAPS



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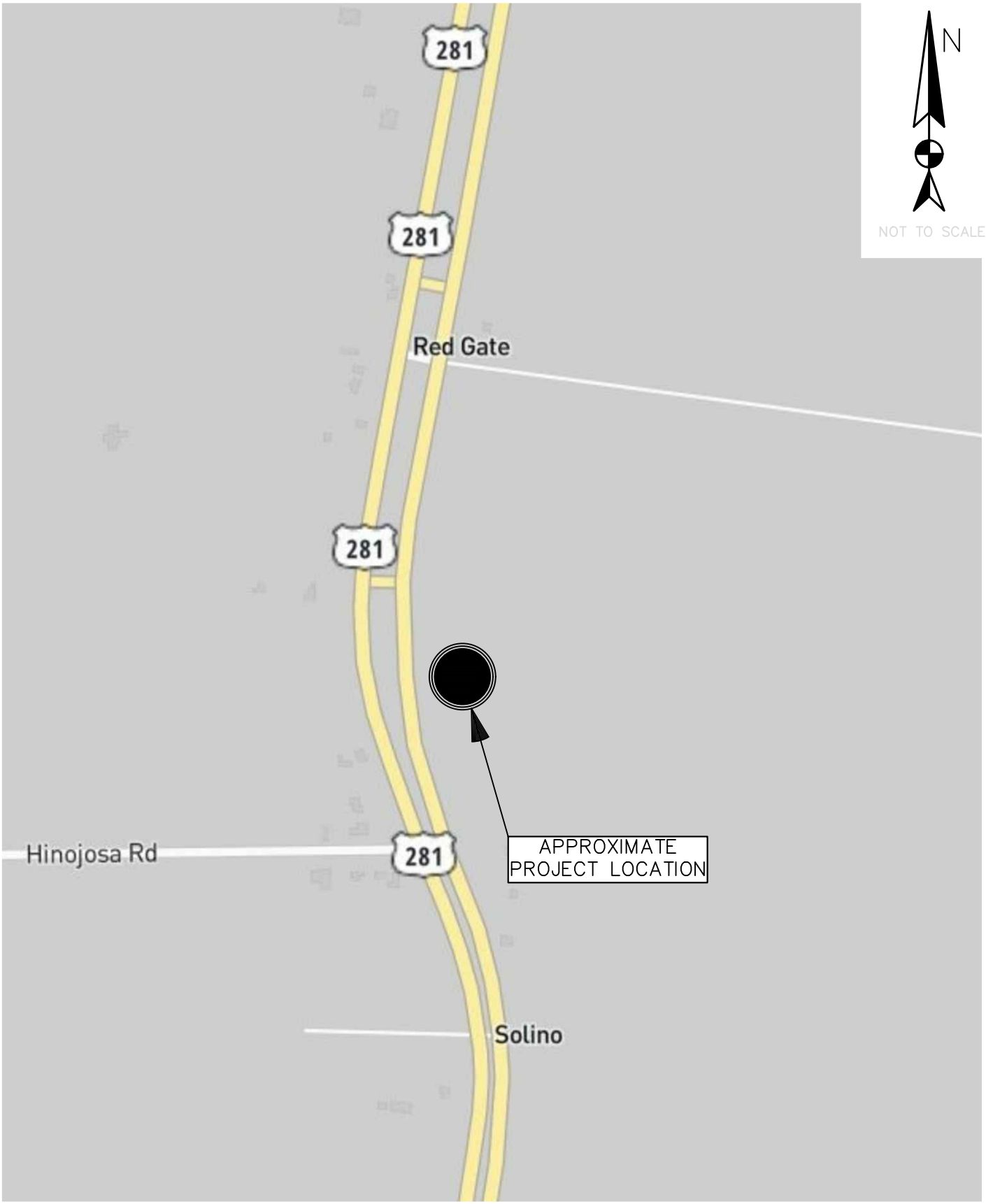


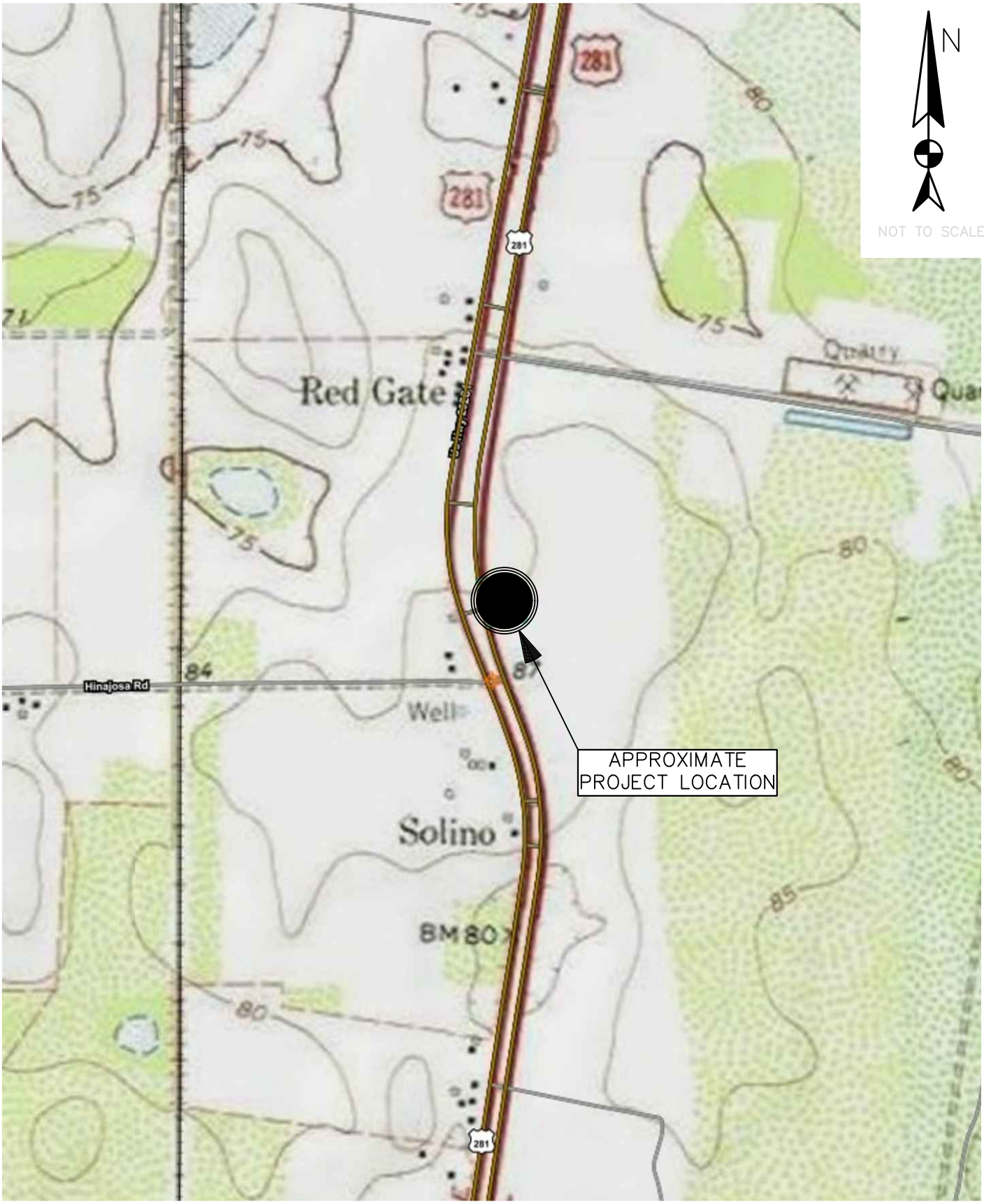
MEG PROJECT: 01-22-29163 / DATE: 8/12/2022 / APPROVED BY: A. PALMA / DRAWN BY: L. PUENTES

PROJECT SITE LOCATION MAP

PROPOSED
COE NORTH 281 BOOSTER STATION

EDINBURG, HIDALGO COUNTY, TEXAS

MILLENNIUM ENGINEERS GROUP, INC.
5804 N. GUMWOOD AVENUE
PHARR, TEXAS 78577
WWW.MEGENGINEERS.COM
TEL: 956-702-8500
FAX: 956-702-8140



MEG PROJECT: 01-22-29163 / DATE: 8/12/2022 / APPROVED BY: A. PALMA / DRAWN BY: L. PUENTES

PROJECT TOPOGRAPHY MAP

PROPOSED
COE NORTH 281 BOOSTER STATION

EDINBURG, HIDALGO COUNTY, TEXAS

MILLENNIUM ENGINEERS GROUP, INC.
5804 N. GUMWOOD AVENUE
PHARR, TEXAS 78577
WWW.MEGENGINEERS.COM
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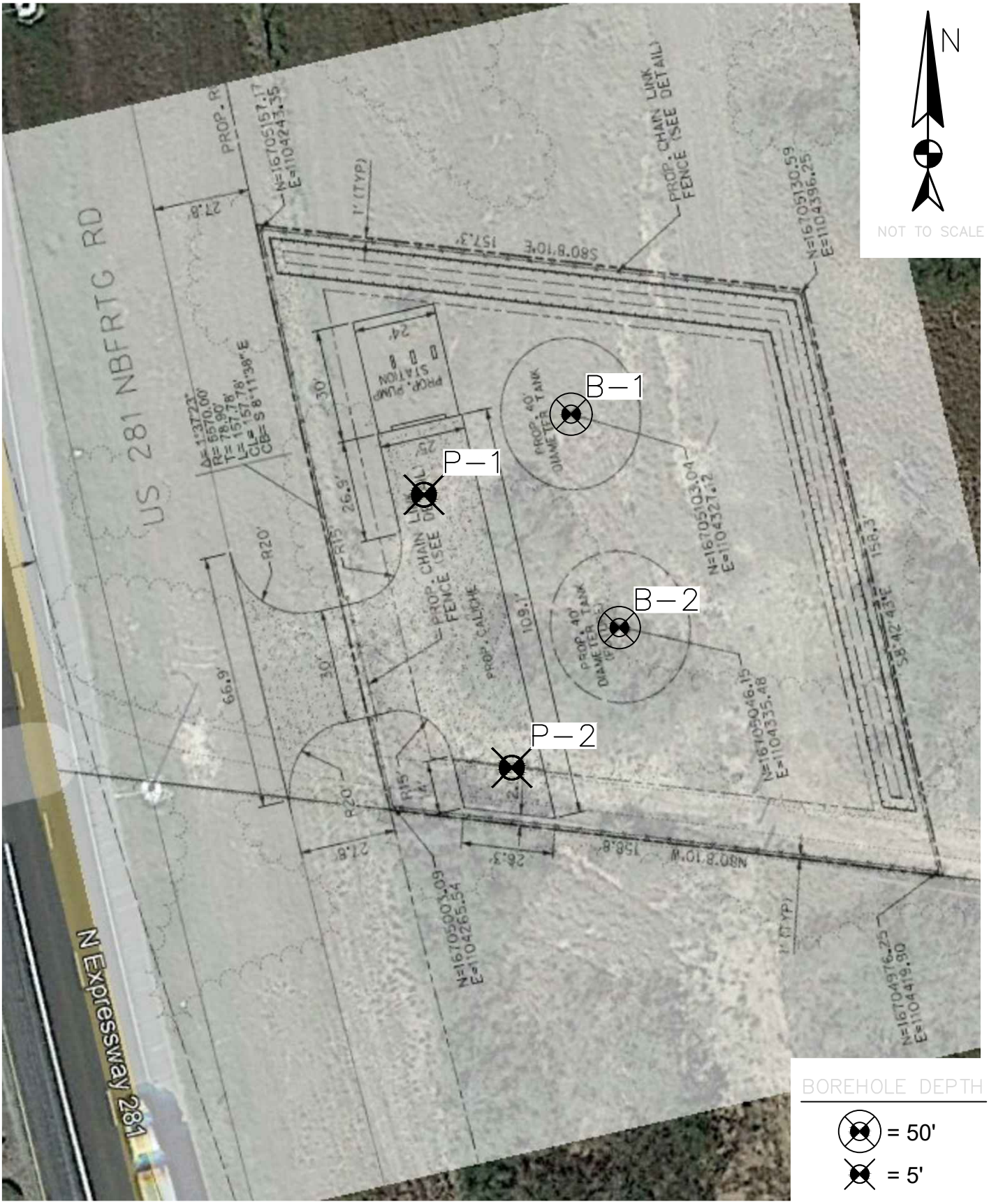

MEG PROJECT: 01-22-29163 / DATE: 9/6/2022 / APPROVED BY: A. PALMA / DRAWN BY: L. PUENTES

PROJECT BOREHOLE LOCATION MAP

PROPOSED
COE NORTH 281 BOOSTER STATION

EDINBURG, HIDALGO COUNTY, TEXAS

MILLENNIUM ENGINEERS GROUP, INC.
5804 N. GUMWOOD AVENUE
PHARR, TEXAS 78577
WWW.MEGENGINEERS.COM
TEL: 956-702-8500
FAX: 956-702-8140

APPENDIX C
PROJECT BORING LOGS AND PROFILE

MEG ENGINEERS Strong Leaders!

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5840 N. Gumwood Avenue ■ Pharr, Texas 78577 ■ Tel: 956-702-8500 ■ Fax: 956-702-8140

Project: **Proposed COE Booster Station**

Project Location: **Edinburg, Hidalgo County, Texas**

Project Number: **01-22-29163**

Log of Boring B-1

Sheet 1 of 1

Date(s) Drilled **August 8, 2022**	Logged By **A. Guerrero**	Checked By **Raul Palma**
Drilling Method **Straight Flight**	Drill Bit Size/Type **4" soil bit**	Total Depth of Borehole **40 feet bgs**
Drill Rig Type **Simco 2800**	Drilling Contractor **MEG Drilling**	Approximate Surface Elevation
Groundwater Level and Date Measured **Not Ecountered**	Sampling Method(s) **SPT**	Hammer Data **140 lb., 30 in. drop, auto trip**
Borehole Backfill **Subgrade Cuttings**	Location **See Boring Location Map**	

Elevation (feet)	Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	LL, %	PI, %	Percent Fines	UC, ksf	
	0				SC		clayey SAND, brown, dry, med. dense						
	1		1	13				3			30		
	2												
	3		2	19				10	41	24			
	4												
	5		3	20				9			47		
	6												
	7		4	26				9	36	22			
	8												
	9		5	21				8			39		
	10												
	11												
	12												
	13												
	14		6	15				8	27	15			
	15				CL		lean CLAY with sand, light brown, dry, very stiff to hard (cemented)						
	16												
	17												
	18												
	19		7	29				18			79		
	20												
	21												
	22												
	23												
	24		8	50/1				16	50	28			
	25												
	26												
	27												
	28												
	29		9	50/1				17					
	30												
	31												
	32												
	33												
	34		10	50/1				14					
	35												
	36												
	37												
	38												
	39		11	50/1				14					Bore
	40						Bore Termination (Augur Refusal)						
	41												
	42												
	43												
	44												
	45												
	46												
	47												
	48												
	49												
	50												

Project: **Proposed COE Booster Station**

Project Location: **Edinburg, Hidalgo County, Texas**

Project Number: **01-22-29163**

Log of Boring B-2

Sheet 1 of 1

Date(s) Drilled **8/8/2022**	Logged By **A. Guerrero**	Checked By **Raul Palma**
Drilling Method **Straight Flight**	Drill Bit Size/Type **4" soil bit**	Total Depth of Borehole **40 feet bgs**
Drill Rig Type **Simco 2800**	Drilling Contractor **MEG Drilling**	Approximate Surface Elevation
Groundwater Level and Date Measured **Not Ecountered**	Sampling Method(s) **SPT**	Hammer Data **140 lb., 30 in. drop, auto trip**
Borehole Backfill **Subgrade Cuttings**	Location **See Boring Location Map**	

Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	LL, %	PI, %	Percent Fines	UC, ksf
0–9		1	12	SC		clayey SAND, brown, dry, med. dense	4	26	16		
		2	21				8				
		3	22				9	38	26		
		4	25				7			39	
		5	24				8	31	18		
10–13											
14–18		6	17				6			32	
19–23		7	17	CL		sandy lean CLAY to lean CLAY with sand, brown, dry, hard (cemented)	5	23	12		
24–28		8	50/1				17			64	
29–33		9	50/1				8				
34–38		10	50/1				16				
39–40		11	50/1				14				
40–50						Bore Termination (Augur Refusal)					

Bore

Project: **Proposed COE Booster Station**

Project Location: **Edinburg, Hidalgo County, Texas**

Project Number: **01-22-29163**

Log of Boring P-1

Sheet 1 of 1

Date(s) Drilled **8/8/2022**	Logged By **A. Guerrero**	Checked By **Raul Palma**
Drilling Method **Hand Auger**	Drill Bit Size/Type **4" soil bit**	Total Depth of Borehole
Drill Rig Type **Hand Auger**	Drilling Contractor **MEG Drilling**	Approximate Surface Elevation
Groundwater Level and Date Measured **Not Ecountered**	Sampling Method(s)	Hammer Data **140 lb., 30 in. drop, auto trip**
Borehole Backfill **Subgrade Cuttings**	Location **See Boring Location Map**	

Elevation (feet)	Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	LL, %	PI, %	Percent Fines	UC, ksf
	0				SC-CL		clayey SAND to sandy lean CLAY, dark brown, dry					
	1		1					3	21	6		
	2											
	3		2					7			50	
	4											
	5		3					11				
	6						Bore Termination					
	7											
	8											
	9											
	10											
	11											
	12											
	13											
	14											
	15											
	16											
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	47											
	48											
	49											
	50											

Project: **Proposed COE Booster Station**

Project Location: **Edinburg, Hidalgo County, Texas**

Project Number: **01-22-29163**

Log of Boring P-2

Sheet 1 of 1

Date(s) Drilled **8/8/2022**	Logged By **A. Guerrero**	Checked By **Raul Palma**
Drilling Method **Hand Auger**	Drill Bit Size/Type **4" soil bit**	Total Depth of Borehole
Drill Rig Type **Hand Auger**	Drilling Contractor **MEG Drilling**	Approximate Surface Elevation
Groundwater Level and Date Measured **Not Ecountered**	Sampling Method(s)	Hammer Data **140 lb., 30 in. drop, auto trip**
Borehole Backfill **Subgrade Cuttings**	Location **See Boring Location Map**	

Elevation (feet)	Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	LL, %	PI, %	Percent Fines	UC, ksf
	0				SC		clayey SAND, dark brown, dry					
	1		1					3	26	12		
	2											
	3		2					4				
	4											
	5		3					4			32	
	6						Bore Termination					
	7											
	8											
	9											
	10											
	11											
	12											
	13											
	14											
	15											
	16											
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	42											
	43											
	44											
	45											
	46											
	47											
	48											
	49											
	50											

Project: **Proposed COE Booster Station**
Project Location: **Edinburg, Hidalgo County, Texas**
Project Number: **01-22-29163**

Key to Log of Boring

Sheet 1 of 1

1 Elevation (feet)	2 Depth (feet)	3 Sample Type	4 Sample Number	5 Sampling Resistance, blows/ft	6 Material Type	7 Graphic Log	8 MATERIAL DESCRIPTION	9 Water Content, %	10 LL, %	11 PI, %	12 Percent Fines	13 UC, ksf	14

COLUMN DESCRIPTIONS

1. Elevation (feet): Elevation (MSL, feet).
2. Depth (feet): Depth in feet below the ground surface.
3. Sample Type: Type of soil sample collected at the depth interval shown.
4. Sample Number: Sample identification number.
5. Sampling Resistance, blows/ft: Number of blows to advance driven sampler one foot (or distance shown) beyond seating interval using the hammer identified on the boring log.
6. Material Type: Type of material encountered.
7. Graphic Log: Graphic depiction of the subsurface material encountered.
8. MATERIAL DESCRIPTION: Description of material encountered. May include consistency, moisture, color, and other descriptive text.
9. Water Content, %: Water content of the soil sample, expressed as percentage of dry weight of sample.
10. LL, %: Liquid Limit, expressed as a water content.
11. PI, %: Plasticity Index, expressed as a water content.
12. Percent Fines: The percent fines (soil passing the No. 200 Sieve) in the sample. WA indicates a Wash Sieve, SA indicates a Sieve Analysis.
13. UC, ksf: Unconfined compressive strength, in kips per square foot.
14. REMARKS AND OTHER TESTS: Comments and observations regarding drilling or sampling made by driller or field personnel.

FIELD AND LABORATORY TEST ABBREVIATIONS

CHEM: Chemical tests to assess corrosivity
COMP: Compaction test
CONS: One-dimensional consolidation test
LL: Liquid Limit, percent
PI: Plasticity Index, percent
SA: Sieve analysis (percent passing No. 200 Sieve)
UC: Unconfined compressive strength test, Qu, in ksf
WA: Wash sieve (percent passing No. 200 Sieve)

MATERIAL GRAPHIC SYMBOLS

Lean CLAY, CLAY w/SAND, SANDY CLAY (CL)
Clayey SAND (SC)
Clayey SAND to Sandy CLAY (SC-CL)

TYPICAL SAMPLER GRAPHIC SYMBOLS

Auger sampler
Bulk Sample
3-inch-OD California w/ brass rings
CME Sampler
Grab Sample
2.5-inch-OD Modified California w/ brass liners
Pitcher Sample
2-inch-OD unlined split spoon (SPT)
Shelby Tube (Thin-walled, fixed head)

OTHER GRAPHIC SYMBOLS

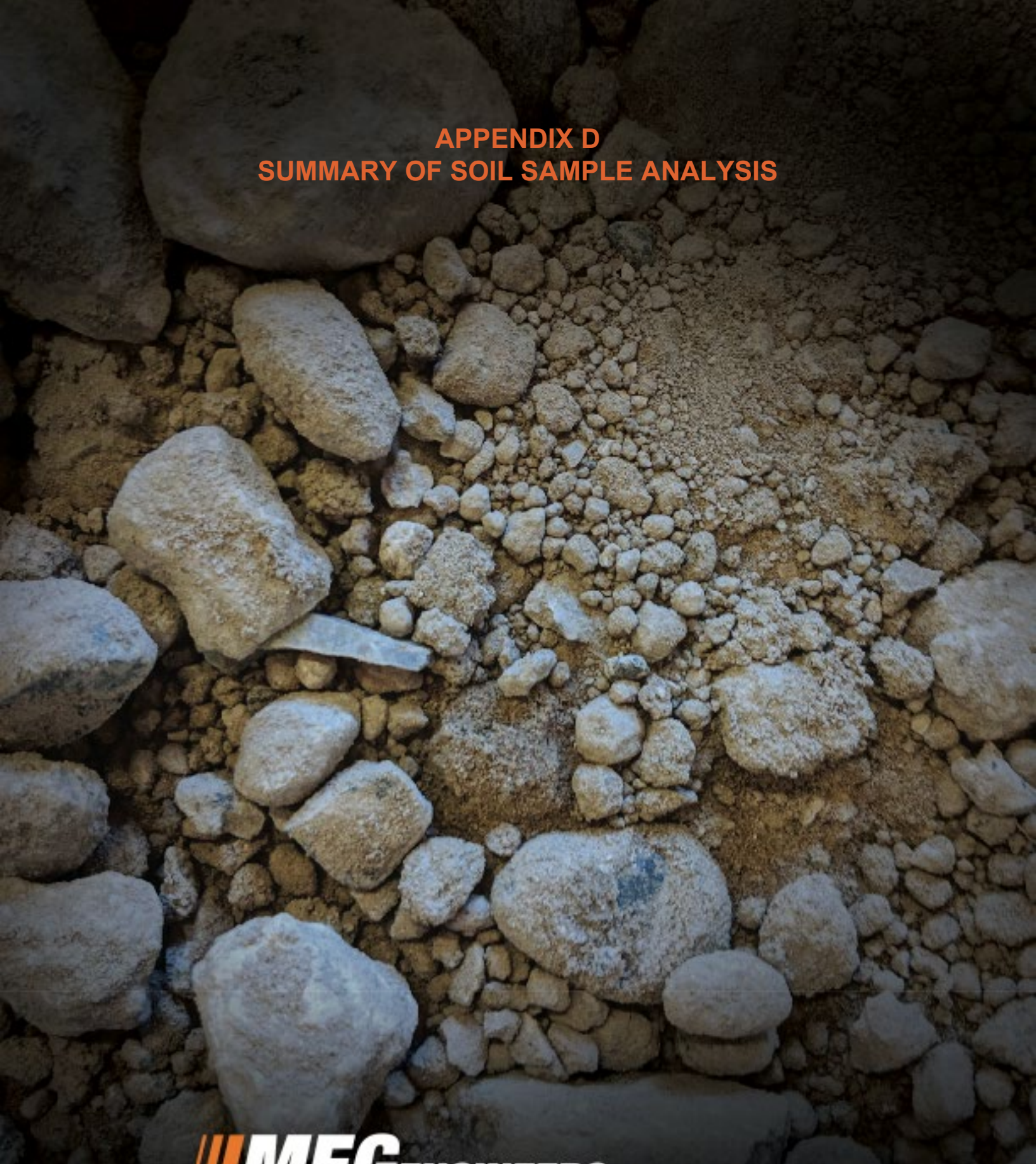
Water level (at time of drilling, ATD)
Water level (after waiting)
Minor change in material properties within a stratum
Inferred/gradational contact between strata
Queried contact between strata

GENERAL NOTES

1: Soil classifications are based on the Unified Soil Classification System. Descriptions and stratum lines are interpretive, and actual lithologic changes may be gradual. Field descriptions may have been modified to reflect results of lab tests.
2: Descriptions on these logs apply only at the specific boring locations and at the time the borings were advanced. They are not warranted to be representative of subsurface conditions at other locations or times.

Figure B-1

APPENDIX D
SUMMARY OF SOIL SAMPLE ANALYSIS



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Summary of Soil Sample Analyses

Project Name: Proposed COE Booster Station

Boring No.	Sample Depth (ft)	Blows Per (ft)	Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index	-200% Sieve	Shear Strength (tsf)	Dry Unit Weight (pcf)	USCS
B-1	.5 - 2	13	3				30			
	2.5 - 4	19	10	41	17	24				CL
	4.5 - 6	20	9				47			
	6.5 - 8	26	9	36	14	22				CL
	8.5 - 10	21	8				39			
	13.5 - 15	15	8	27	11	15				CL
	18.5 - 20	29	18				79			
	23.5 - 25	50/1	16	50	22	28				CL
	28.5 - 30	50/1	17							
	33.5 - 35	50/1	14							
	38.5 - 40	50/1	14							
	43.5 - 45	*								
	48.5 - 50	*								
B-2	.5 - 2	12	4	26	10	16				CL
	2.5 - 4	21	8							
	4.5 - 6	22	9	38	12	26				CL
	6.5 - 8	25	7				39			
	8.5 - 10	24	8	31	13	18				CL
	13.5 - 15	17	6				32			
	18.5 - 20	17	5	23	11	12				CL
	23.5 - 25	50/1	17				64			
	28.5 - 30	50/1	8							
	33.5 - 35	50/1	16							
	38.5 - 40	50/1	14							
	43.5 - 45	*								
	48.5 - 50	*								

* = Augur Refusal

Project Name: Proposed COE Booster Station

Boring No.	Sample Depth (ft)	Blows Per (ft)	Moisture Content	Liquid Limit	Plastic Limit	Plasticity Index	-200% Sieve	Sulfate Content (ppm)	USCS
P-1	.5 - 2	HA	3	21	15	6		60	CL
	2.5 - 4	HA	7				50		
	4.5 - 6	HA	11						
P-2	.5 - 2	HA	3	26	13	12		20	CL
	2.5 - 4	HA	4						
	4.5 - 6	HA	4				32		

HA = Hand Auger

APPENDIX E
LABORATORY AND FIELD PROCEDURES

MEG ENGINEERS Strong Leaders!
Geotechnical | Environmental | Testing

5840 N. Gumwood Avenue ■ Pharr, Texas 78577 ■ Tel: 956-702-8500 ■ Fax: 956-702-8140

Laboratory and Field Test Procedures

Soil Classification Per ASTM D2487-93:

This soil-testing standard was used for classifying soils according to the Unified Soil Classification System. The soil classifications of the earth materials encountered are as noted in the attached boring logs.

Soil Water Content Per ASTM D2216-92:

This test determines the water content of soil or rock expressed as a percentage of the solid mass of the soil. The test results are listed under **MC** in the attached boring logs.

Soil Liquid Limit Per ASTM D4318-93:

The soil Liquid Limit identifies the upper limit soil water content at which the soil changes from a moldable (plastic) physical state to a liquid state. The Liquid Limit water content is expressed as a percentage of the solid mass of the soil. The test results are listed under **LL** in the attached boring logs.

Soil Plastic Limit Per ASTM D4318-93:

The soil Plastic Limit identifies lower limit soil water content at which the soil changes from a moldable (plastic) physical state to a non-moldable (semi-solid) physical state. The Plastic Limit water content is expressed as a percentage of the solid mass of the soil. The test results are listed under **PL** in the attached boring logs.

Plasticity Index Per ASTM D4318-93:

This is the numeric difference between the Liquid Limit and Plastic Limit. This index also defines the range of water content over which the soil-water system acts as a moldable (plastic) material. Higher Plasticity Index (PI) values indicate that the soil has a greater ability to change in soil volume or shrink and swell with lower or higher water contents, respectively. The test results are listed under **PI** in the attached boring logs.

Standard Penetration Test (SPT) and Split Spoon Sampler (SS) per ASTM D 1586:

This is the standard test method for both the penetration test and split-barrel (spoon) sampling of soils. This sampling method is used for soils or rock too hard for sampling using Shelby Tubes. The method involves penetration of a split spoon sampler into the soil or rock through successive blows of a 140-pound hammer in a prescribed manner.

Blow Counts (N) per ASTM D 1586:

This is the number of blows required to drive a Split Spoon Sampler by means of a 140 pound hammer for a distance of 12 inches in accordance with the variables stated in the test procedures.

Shelby Tube (ST) per ASTM D 1587:

This procedure is for using a thin-walled metal tube to recover relatively undisturbed soil samples suitable for laboratory tests of physical properties.

Dry Density (DD) per ASTM D 2937:

This procedure is for the determination of in-place density of soil. The test results are measured in pounds per cubic foot, pcf.

Unconfined Compression Test (Uc) per ASTM D 2166:

This test method covers the determination of the unconfined compressive strength of cohesive soil in the undisturbed, remolded, or compacted condition, using strain-controlled application of the axial load.

Minus No. 200 Sieve per ASTM D 1140:

This test method covers determination of the amount of material finer than a Number 200 sieve by washing. The results are stated as a percent of the total dry weight of the sample.

Pocket Penetrometer (PP):

This test method is an accepted modification of ASTM D 1558 test method for establishing the moisture-penetration resistance relationships of fine-grained soils. The test results are measured in tons per square foot, tsf. The strength values provided by this method should be considered qualitatively.

Rock Quality Designation (RQD):

The measure of the quality of a rock mass defined by adding intact rock core pieces greater than four inches in length by the total length of core advance.

Recovery Ratio (REC):

The Recovery Ratio is equal to the total length of core recovered divided by the total length of core advance.

Boring Logs:

This is a summary of the above-described information at each boring location.

Attachment “B”
Accounting Method

☒ **Actual Cost Method of Accounting**

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

☐ **Lump Sum Method of Accounting**

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

Attachment "C"
Schedule of Work

Estimated Start Date (mm/dd/yyyy): 01/13/2025, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement. (If construction will be joint bid and included in the highway contract, enter the project let date.)

Estimated Duration (number of days): 180

Estimated Completion Date (mm/dd/yyyy): 07/14/2025

Demolition of existing booster station expected to be complete by FEB 28, 2025. At completion of demolition of the existing booster station, the subject project will be clear of utility conflicts. Completion of new booster station, is expected to be completed by 7/14/2025. This SUA covers both demolition of existing and construction of new booster.

Initial	Date	Initial	Date
TxDOT		Utility	

Attachment "D"
Statement Covering Contract Work

Construction Contract: Complete form ROW-U-48 and ROW-U-48-1 if applicable.

☐ Utility performing with their own forces (timesheets will be required at the time of billing).

☒ Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

Engineering Contract:

☐ Utility performing with their own forces (timesheets will be required at the time of billing).

☒ Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).

☐ TxDOT will procure a utility engineering consultant.

Initial	Date		Initial	Date
TxDOT			Utility	

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

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

U-Number: 00003322 Utility ID: 00003328

ROW CSJ Number: 0255-07-142 District: Pharr

County: Hidalgo Highway No.: US 281

Federal Project No.: NH (2020)728

I, _____ , a duly authorized and qualified representative of

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

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

Procedure to be Used in Contracting Work

☑ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**.

☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the **State**. Such presently known contractors are listed below:

1.

☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made available to the **State** for review at a location mutually acceptable to the **Owner** and the **State**. If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.

☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the **State**, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

☐ E. The utility plans and specifications, with the consent of the **State**, will be included in the construction contract awarded by the **State**. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway _____ in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.

_____ _____
Signature Date

CITY MANAGER
Title

HALFF

WORK ORDER

APPROVED FEE PROPOSAL

Attachment "A"

PROPOSED SCOPE OF SERVICES
For

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

May 27, 2021

INTRODUCTION

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

Work Plan

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

Task 3: Booster Pump Station Design

Task 5: Storage Tank Design

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

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

ENGINEER'S RESPONSIBILITIES

BASIC SERVICES

TASK 3: BOOSTER PUMP STATION DESIGN

3.1 HALFF will design the booster pump station and provide plans. specifications, and details for its construction. The following items will be included in the design process:

3.2 Develop site design plans, standards and specifications for installation of booster pump, yard piping, controls, electrical panels, if necessary, and other appurtenances for a fully functioning booster pump station.

3.3 Storage building, if necessary, shall be a pre-fabricated building, complete in place.

3.4 Develop plans and specifications for electrical distribution within the Pump Station. A design for an electrical panel board, branch circuits to electrical equipment, an electrical riser diagram, indoor\outdoor lighting, and control wiring as defined by the manufacturer's requirements is also included.

3.5 Site, grading, drainage, dimension control, utilities, and fencing improvements with details will be developed for the booster pump station, if required.

TASK 5: STORAGE TANK DESIGN

5.1 HALFF will design the storage tank and provide plans. specifications, and details for its construction. The tank will be sized utilizing the provided model and report. The following items will be included in the design process:

5.2 The ground storage tank will be designed to store source water for the distribution system. HALFF will locate and design the foundation for a prefabricated ground storage tank.

5.3 HALFF will prepare plans for electrical, fencing, and site grading for storage tank, as required.

FEE SCHEDULE

BASIC SERVICES	
Task 3: Booster Pump Station Design	$34,800
Task 5: Storage Tank Design	$20,800

FEE SCHEDULE

	PROJECT TASK	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT ENGINEER	CAD TECHNICIAN	SURVEYOR	SURVEY TECHNICIAN	SURVEY CREW	SUPERVISORY LANDSCAPE ARCHITECT	SENIOR LANDSCAPE ARCHITECT	PROFESSIONAL LANDSCAPE ARCHITECT	QUALITY MANAGER	CLERICAL	SUBS	EXPENSES	TOTAL	TASK TOTAL
March 22, 2023																				
	Labor Rate	$343.00	$225.00	$180.00	$150.00	$130.00	$112.00	$100.00	$169.00	$135.00	$250.00	$360.00	$132.00	$105.00	$270.00	$64.00				
Task 3	**BOOSTER PUMP STATION DESIGN**	**4**	**8**	**16**	**20**	**32**	**60**	**133**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**8**	**0**	**$ -**	**$ 34,824.00**	**$ 34,824.00**
	Pump Station Design	4	8	16	20	32	60	133	0	0	0	0	0	0	4	8			$ 34,824.00	
Task 5	**STORAGE TANK DESIGN**	**2**	**4**	**8**	**12**	**10**	**40**	**86**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**8**	**0**	**$ -**	**$ 20,798.00**	**$ 20,798.00**
	Storage Tank Design	2	4	8	12	10	40	86	0	0	0	0	0	0	4	8			$ 20,798.00	
	TOTAL Labor Summary	**6.0**	**12.0**	**24.0**	**32.0**	**42.0**	**100.0**	**219.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**8.0**	**16.0**	**0.0**	**0.0**	**$ 55,622.00**	**$ 55,622.00**

MELDEN & HUNT

WORK ORDER

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO A. REYNA • RUBEN JAMES DE JESUS
TBPE Firm # F-1435
TBPLS # 10096900

Monday, August 17, 2020

Mr. Arturo Martinez
415 W. University Dr.
Edinburg, Texas 78540

Re: Proposal for Professional Engineering Services for Modeling, Analysis, and Planning of City of Edinburg Water Distribution Improvements Along Hwy. 281 north of FM 490

Dear Mr. Martinez:

Melden and Hunt, Inc. is pleased to respond to you request for a proposal for the development of a water system model and resulting analysis for the planning of water distribution improvements north of FM 490 along Hwy. 281. Based on our conversation, it is my understanding that due to a TexDOT project along Hwy. 281, the City of Edinburg will need to relocate or abandon its existing water distribution infrastructure located in TexDOT ROW along the eastside of Hwy. 281.

At Melden & Hunt, Inc. our approach will be to develop an improvements plan utilizing existing easements held by the City of Edinburg on the west side of Hwy. 281. The effort will utilize a computer model of the water distribution to aid in determining what improvements will best serve the area north of FM 490 both now and in the future. The effort will culminate with the provision of descriptions of the proposed project along with cost estimates. Melden and Hunt, Inc. will accomplish the above described effort by:

- Compile all existing data written on the existing northside water system.
- Import all digital mapping and system analysis data available for the northside water system.
- Define existing and forecast future water demands for the area north of FM 490.
- Create a computer model of the water distribution system that includes all required line improvements, pumping and storage information for an extended period computer simulation analysis for both short and long-term water demand forecasting.
- Based upon results of the computer simulations, provide the size of proposed distribution piping along the west side of Hwy. 281, preliminary design criteria for a booster station, and preliminary considerations for a future elevated storage tank near San Manuel.
- For the proposed and defined projects, provide an estimated cost for the construction of the projects.

Melden and Hunt, Inc. will interact with the City of Edinburg staff over the course of the project to ensure that forecasting is consistent with the City's planning. Provided below is a breakdown of the cost that is associated with the aforementioned effort for your review.

COST PROPOSAL		
Item	Activity	Activity Cost
1	Compile all existing data written on the existing northside water system	$1,100
2	Import all digital mapping and system analysis data available for the.northside water system.	$900
3	Define existing and forecast future water demands for the area north of FM 490.	$3,400
4	Create a computer model of the water distribution system that includes all required line improvements, pumping and storage information for an extended period computer simulation analysis for both short and long-term water demand forecasting	$12,500
5	Based upon results of the computer simulations, provide the size of proposed distribution piping along the west side of Hwy. 281, preliminary design criteria for a booster station, and preliminary considerations for a future elevated storage tank near San Manuel.	$7,900
6	For the proposed and defined projects, provide an estimated cost for the construction of the projects.	$2,200
	TOTAL PROPOSED CONTRACT AMOUNT	**$28,000**

In short, Melden and Hunt Inc. proposes to provide the services suggested herein for a lump-sum fee of $28,000.00. Thank you again for your consideration in providing us the opportunity to submit this proposal. We look forward to working with you and stand ready to meet with you anytime you request.

Sincerely,

Allan F. Booe, P.E.

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO A. REYNA • RUBEN JAMES DE JESUS
TBPELS Firm # F-1435
TBPELS # 10096900

Wednesday, October 13, 2021

Mr. Gerardo Carmona Jr., P.E.
City of Edinburg, Director of Utilities
415 W. University Drive
Edinburg, Texas 78541

Re: Proposal for Amending Engineering Report for
North 281 Water Line Improvements Report

Dear Gerardo:

As you are aware, the original report for this project represented the minimum water line improvements necessary to relocate lines to eliminate conflicts and accommodate TexDOT's plans for improvements along US Hwy. 281. Since the submission of the original report a number of decisions have been made for the overall improvement of the project. For example, the report suggested that a hydropneumatic tank could be used in an interim period with the ultimate solution being the construction of an elevated storage tank. The City has selected to go ahead construct the elevated storage tank at this time. The City has also decided to replace some of the old 6" AC lines as part of the project. Finally, new information regarding conflicts with the proposed TexDOT improvements are requiring that additional water lines be constructed to eliminate the conflict.

You have requested that we submit a proposal to amend the report to reflect the latest changes in the project. We propose to provide you revised information to reflect the changes made that differ from the original report. We propose to do the work on an hourly basis with the cost not to exceed $10,000.00.

Let me know if you have any questions.

Sincerely,

Allan F. Booe, P.E.

EXTERNAL ENGINEERING - ORIGINAL STUDY & REPORT				
Line Item / Item Description	Unit	Quantity	$/Unit	Total
Compile all existing data written on the existing northside water system.	HR	6	$150.00	$900.00
Import all digital mapping and system analysis data available for the northside water system.	HR	6	$150.00	$900.00
Define existing and forecast future water demands for the area north of FM 490.	HR	8	$150.00	$1,200.00
Create a computer model of the water distribution system that includes all required line improvements, pumping and storage information for an extended period computer simulation analysis for both short and long-term water demand forecasting.	HR	86	$150.00	$12,900.00
Based upon results of the computer simulations, provide the size of proposed distribution piping along the west side of Hwy. 281, preliminary design criteria for a booster station, and preliminary considerations for a future elevated storage tank near San Manuel.	HR	73	$150.00	$10,950.00
Delivery & Explanation of Computer Modeling Data for the water distribution system	HR	7.67	$150.00	$1,150.00
			TOTAL	$28,000.00
EXTERNAL ENGINEERING - REVISIONS TO ORIGINAL STUDY & REPORT				
Line Item / Item Description	Unit	Quantity	$/Unit	Total
Revise computer model based on new conditions, sizes, storage, and alignments being considered in the final design	HR	29	$150.00	$4,350.00
Based on the results of the revised computer model, revise the original report to provide results for the final improvements being proposed for the water utilities along Hwy. 281	HR	24.5	$150.00	$3,675.00
			TOTAL	$8,025.00
			GRAND TOTAL	$36,025.00

TERRACON

WORK ORDER

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

JOB TASK ORDER NUMBER TWENTY-SEVEN (27) TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND TERRACON CONSULTANTS, INC., FOR ASBESTOS AND LEAD PAINT SURVEY SERVICE FOR THE NORTH FM 490 EXISTING BOOSTER STATION

This Job Task Order Number Twenty-Seven (27), to the Agreement between the City of Edinburg and Terracon Consultants, Inc., dated September 15, 2020, is entered into by and between the City of Edinburg (hereinafter referred to as **"City"**), and Terracon Consultants, Inc., (hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on **September 15, 2020** the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with the Consultant to provide Geotechnical Engineering Services, and or other as-needed services, (hereafter referred to as "Agreement" and attached as Exhibit B; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number Twenty-Seven (27) to the Agreement to provide for Geotechnical Engineering Services, and or other as-needed services to Terracon Consultants, Inc., as set out in Exhibit "A" attached hereto; and

NOW, THEREFORE, said Job Task Order Number Twenty-Seven (27) to the Agreement is hereby agreed to and included in the Agreement to provide for Geotechnical Engineering Services, and or other as-needed services, for the North FM 490 Existing Booster Station Asbestos and Lead Survey at the amount not to exceed the proposed amount, as set out in Exhibit "A" attached hereto.

NOW, THEREFORE, this Job Task Order Number Twenty-Seven (27) serves as notice to proceed.

If any of the terms of this Job Task Order Number Twenty-Seven (27), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in duplicate originals on this 3rd day of August, 2022.

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 Yvette Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____

City Attorney

TERRACON CONSULTANTS, INC

BY: _____

Jorge A. Flores, P.G.
Principal
1506 Mid Cities Drive
Pharr, Texas 78577
Email: Jorge.flores@terracon.com

Attachments: **Exhibit "A" Proposal of Job Task Order 16**
Exhibit "B" Master Agreement
Exhibit 'C" Certificate of Insurance

EXHIBIT “A”

July 12, 2022

City of Edinburg
415 West University Drive
Edinburg, Texas 78521

Attn.: Mr. Gerardo Carmona Jr., P.E.
T: (956) 388-8212
F: (956) 383-7111
E: gcarmona@cityofedinburg.com

Re: Proposal for Asbestos and Lead-Containing Paint Survey
490 Booster Station
1114 East Levee Street
Edinburg, Texas 78541
Terracon Proposal No. P88227203

Dear Mr. Carmona:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Edinburg (Client) to provide asbestos and lead containing paint inspection services for the above-referenced project.

A. PROJECT INFORMATION

We understand the purpose of this survey is to identify, assess and quantify asbestos-containing materials (ACM) and lead-containing paint (LCP) materials associated with the planned demolition of a water tank and two Mechanical Buildings at the 490 Booster Station.

B. SCOPE OF SERVICES

Terracon's scope of services will consist of the following tasks:

Task 01.01: Asbestos Sampling
Task 01.02: Lead-Containing Paint Survey

The following paragraphs describe each of the proposed tasks.

Task 01.01: Asbestos Survey

Asbestos sampling will be performed on the interior and exterior (including roof) of the building in an attempt to identify asbestos-containing materials (ACM). An AHERA accredited asbestos building inspector will conduct the asbestos sampling as required by US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP). Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis. Bulk sample collection will be conducted in general accordance with the sampling protocols outlined in USEPA 40 CFR 763.86. Sample collection will result in some isolated damage to building materials; however, attempts will be made to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for repair or touch-up of sample locations. The client must therefore agree to defend and hold Terracon harmless from subsequent liability and damages that may result.

We have not had the opportunity to visit the building, however based on Client provided information, and experience with similar structures, we estimate up to 15 bulk material samples will be collected from the interior and exterior areas (including roof) of the buildings. All the samples collected will be submitted for Polarized Light Microscopy (PLM) analysis at a Texas Department of State Health Services (TDSHS) licensed laboratory. The homogeneous material anticipated to be sampled in this investigation will include, but will not be limited to: CMU texture, window caulking, pipe insulation mastic materials, roof felts and mastics, and miscellaneous materials observed.

As part of the sampling procedure, it will be necessary for Terracon to cut into the roofing materials and remove the materials down to the roof deck or underlying substrate. Terracon will repair the roof by applying temporary patching at the sample locations. The Client should understand that sampling of the roofing materials by cutting into these materials may void roof warranties that may be currently in effect. Terracon's patches are only temporary in nature and we recommend that the sample locations be permanently patched by a qualified roofing contractor. Terracon will not be responsible for leaks or damage as a result of the sample locations not being permanently patched. The Client must therefore agree to defend and hold Terracon harmless from subsequent liability and damages that may result.

The scope of the survey will be confined to areas which can be accessed on the days the survey work is conducted. The survey is intended to access all interior and exterior areas (including roof) of the structures. Sampling cannot be conducted in areas that are not safe for inspection, and will not be conducted if the suspect materials are inaccessible due to physical barriers, confined spaces or if they cannot be safely reached with ladders or lift. Terracon will not dismantle equipment or sample electrical wiring as part of the scope of work.

A National Voluntary Laboratory Accreditation Program (NVLAP) accredited and TDSHS licensed laboratory will analyze the bulk material samples by visual estimation utilizing Polarized Light Microscopy (PLM) protocol. When PLM sample results of friable materials are greater than zero but less than 10% asbestos, USEPA regulations recommend that the sample be re-analyzed using the more quantitative point counting technique, or that the material be considered ACM and subject to NESHAP regulations. If PLM analysis reveals the presence of friable asbestos within this range, Terracon will contact the client to discuss the merits of point count analysis. The approval will be obtained before authorizing re-analysis if additional costs will be incurred.

Task 01.02: Lead-Containing Paint Survey

Terracon will mobilize an Environmental Protection Agency (EPA) accredited and appropriately trained Lead Inspector to conduct sampling of suspect paint materials associated with the interior and exterior areas of the structures to identify areas of potential lead-containing paint (LCP) materials and to quantify all paint materials found to contain lead. The lead sampling will be conducted in general accordance with protocols established by the Texas Environmental Lead Reduction Rules (TELRR) and the US Department of Housing and Urban Development (HUD). Some isolated damage to structure surfaces will occur during sampling; however, Terracon will attempt to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for the paint repair of sampled areas.

The Occupational Safety and Health Administration (OSHA) Federal Standard for Lead in the Construction Industry (29 CFR 1926.62 – Lead Exposure in Construction) defines specific training requirements, engineering controls and working practices for construction personnel subject to this standard. There are also federal and state regulations, which require characterization of demolition debris to determine the proper disposal procedures.

For the purpose of this sampling, lead-based paint (LBP) will be defined as paint or surface coating that contains 1.0 mg/cm^2 or more of lead. LBP is defined by the US Environmental Protection Agency (EPA) and the TDSHS as any paint that contains lead equal to or greater than 1.0 mg/cm^2, 0.5 percent by weight, or 5,000 parts per million (ppm).

We estimate that up to 3 bulk paint chip samples will be collected for analysis. Some isolated damage to building surfaces will occur during sampling. Terracon will not be responsible for the paint repair of sampled areas; however, Terracon will attempt to limit such damage to the extent necessary for sample collection. TCLP samples will not be collected and is not included with the scope of work at this time. However, if a TCLP analysis is necessary, a change order will be provided for additional services.

The LCP inspection will be based on observable and accessible conditions. Terracon cannot guarantee a building or property to be "LBP free" as the possibility exists that LBP containing

materials may be hidden from sight, in inaccessible locations, or the testing combinations that appear homogeneous may not be truly homogeneous.
Results of the sampling and analytical program are intended to give an indication of the presence, amount and condition of paint materials which contain lead.

Report

Terracon will prepare a written report describing the survey and sampling methodologies and the results of the sampling and visual observations. The report will describe the number, type and location of samples collected, the analytical results, and the condition of materials sampled. The report will contain field drawings that identify our sample locations. Unless otherwise instructed, a PDF copy of the final report will be submitted to the Client.

Conditions

Items to be provided by the Client include:

- The legal right-of-entry to conduct the asbestos survey;
- A building management representative during inspections of occupied areas;
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization;
- Client will provide, if available, building plans in AutoCAD format; and
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.

Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

C. SCHEDULE

The above scope of services may begin within five business days following receipt of a signed authorization. We anticipate our field services to require up to one day to complete. Laboratory turn times will be one week for asbestos and paint chip samples. The final report will be submitted within fifteen business days of receiving a signed authorization.

D. COMPENSATION

TASKS	FEE	Authorized by Client Yes / No
Asbestos and Lead-Containing Paint Survey Lump Sum	$1,445.00	☐Yes ☐No

If conditions are encountered at the site which requires significant changes in the scope of services or a significant increase in the anticipated number of samples which will increase the cost of the survey, you will be contacted for discussion and approval of such changes before we proceed.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

Sincerely,
Terracon Consultants, Inc.

Jorge A. Flores

Eloy Palacios
Individual Asbestos Consultant
TDSHS License No. 105727

Jorge A. Flores, P.G.
Senior Principal

Attachments: Agreement for Services

MELLENIUM ENGINEERING GROUP (MEG)

WORK ORDER

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

JOB TASK ORDER NUMBER SIXTEEN (16) TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND MEG ENGINEERS GROUP, INC FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2020-006 FOR THE PROPOSED NORTH 281 BOOSTER STATION (BETWEEN SH 186 AND FM 490)

This Job Task Order Number Three (3), to the Agreement between the City of Edinburg and MEG Engineers Group, Inc., dated September 15, 2020, is entered into by and between the City of Edinburg (hereinafter referred to as **"City"**), and MEG Engineers Group, Inc., (hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on **September 15, 2020** the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with the Consultant to provide Geotechnical Engineering Services, and or other as-needed services, (hereafter referred to as "Agreement" and attached as Exhibit B; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number Sixteen (16) to the Agreement to provide for Geotechnical Engineering Services, and or other as-needed services to MEG Engineers Group, Inc., as set out in Exhibit "A" attached hereto; and

NOW, THEREFORE, said Job Task Order Number Sixteen (16) to the Agreement is hereby agreed to and included in the Agreement to provide for Geotechnical Engineering Services, and or other as-needed services, for the Proposed North 281 Booster Station (Between SH 186 and FM 490) at the amount not to exceed the proposed amount, as set out in Exhibit "A" attached hereto.

NOW, THEREFORE, this Job Task Order Number Sixteen (16) serves as notice to proceed.

If any of the terms of this Job Task Order Number Sixteen (16), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in duplicate originals on this 15th day of July, 2022.

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 Yvette Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
City Attorney

MILLENNIUM ENGINEERS GROUP, INC

BY: _____

Raul Palma, P.E.
President / Chief Geotechnical Engineer
5804 N Gumwood
Pharr, Texas 78577
Email: rpalma@megengineers.com

Attachments: **Exhibit "A" Proposal of Job Task Order 16**
Exhibit "B" Master Agreement
Exhibit 'C" Certificate of Insurance

EXHIBIT “A”

May 27, 2022

Gerardo Carmona Jr., P.E.
Director of Utilities
City of Edinburg – Department of Utilities
415 W. University Drive
Edinburg, TX 78541
(956)388-8212
gcarmona@cityofedinburg.com

Subject: **Geotechnical Engineering Services**
Proposed COE North 281 Booster Station
Edinburg, Hidalgo County, Texas
MEG Proposal No. 01-21-256GR2

Dear Mr. Carmona (CLIENT):

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to offer our services for Geotechnical Engineering Services as outlined below. This proposal, our proposed scope of services, and the estimated item quantities are based upon the project information provided to us by the CLIENT and/or authorized representative.

The cost for services on this project is **$11,019.52**

The Geotechnical Engineering Services will include two (2) 50-foot soil borings for the building footprint. The report will include water table measurements, soil classification testing, laboratory testing, soil strength characteristics, and Foundation Recommendations.

The estimate provided is for the proposed COE North 281 Booster Station in Edinburg, Hidalgo County, Texas. If there is any change in the project requirements provided to us from those mentioned below, please notify us of the changes and the estimate can be revised accordingly.

We appreciate the opportunity of submitting this proposal and look forward to working with you on the planning and design phase of this project. If there are any questions regarding the proposed scope of work please contact us at (956) 702-8500. Upon your authorization we will begin immediately on the services that you have requested.

Sincerely,
MILLENNIUM ENGINEERS GROUP, INC.
TBPE Firm No. F-3913

Raul Palma, P.E.
Chief Engineer

SCOPE OF SERVICES

The Geotechnical Engineering Services will include two (2) 50-foot soil borings for the building footprint. The report will include water table measurements, soil classification testing, laboratory testing, soil strength characteristics, and Foundation Recommendations.

Environmental, Construction Materials Engineering and Testing services if requested from the Engineer will be considered additional services.

TASK I – Initial Project Coordination, Utility Coordination and Field Services

A. Review and discussion of initial plans provided by client.
B. Review of utility plans provided by client and/or owner and call Texas One Call for utility location markings for client and/or owner.
C. Review of available geologic mapping of the project location.
D. Provide drilling services for field testing and obtain soils samples for laboratory testing.
E. Obtain depth of water table if any is found.

TASK II – Laboratory Testing and Report Preparation

A. Evaluate and visually classify soil samples.
B. Evaluate soil samples through a series of laboratory tests to determine engineering properties.
C. Review and analyze the results of the soil testing.
D. Determine engineering properties of the soils and prepare foundation and/or pavement recommendations.
E. Provide an electronic copy and two printed copies of engineering report.

SCHEDULE

MEG is typically able to schedule a drill rig to the project site within 5 working days after receiving written authorization and notice to proceed. The field drilling and testing activities should take 1 day to complete. Field drilling and testing activities are dependent on the availability of the required site plan and project information, weather, utility locate, and accessibility at the project site. Once the field drilling and testing activities are completed, MEG can provide a preliminary assessment of the site conditions encountered. If a draft of the geotechnical report is required prior to the final geotechnical report completion, please notify us accordingly. The final report is typically completed within 3 weeks from the authorization date. This schedule is typical for the scope of work described herein, please notify us if your needs and project requirements are different.

COMPENSATION

MEG will accomplish the services described in Task I through Task II on the basis of a lump sum fee of **$11,019.52** Services will be billed as follows: **100% at the submittal of the report.**

The fee presented in this proposal and outlined in the *Professional Services Unit Rate Schedule* section are based on prompt payment for services. Late fees will be charged if payment is not received in accordance with the terms as outlined in the *Provisions* section of this proposal.

Task	Qty.	Unit Rate	Estimated Cost
Drilling Borings - In Soil 0' to 50' (Per Foot)	100.00	24.00	2,400.00
Rig Mobilization and Demobilization (per trip)	1.00	390.44	390.44
Standard Penetration Test (each test)	26.00	12.00	312.00
Vehicle Trip Charge - Additional (per trip)	4.00	32.00	128.00
Field Coordination - Logger (per hour)	10.00	75.00	750.00
Field Coordination - Utility Clearance (per hour)	6.00	75.00	450.00
Sub-Total (Geotechnical Drilling & Field Services)			4,430.44
Moisture Content (each test)	26.00	12.58	327.08
Engineering Technician Time (per hour)	12.00	58.83	705.96
Sieve Analysis - Percent Passing No. 200 Sieve (per test)	10.00	61.00	610.00
Atterberg Limits (ASTM or TxDOT) (per test)	12.00	105.67	1,268.04
Sub-Total (Laboratory Testing)			2,911.08
Principal Engineer (hourly)	9.00	180.00	1,620.00
Project Management (hourly)	8.00	105.00	840.00
Project Engineer (hourly)	6.00	140.00	840.00
Clerical/Administrative (hourly)	6.00	63.00	378.00
Sub-Total (Engineering Analysis and Reporting)			3,678.00
	Total Estimated Cost:		**11,019.52**

Attachment "E"
Utility Joint Use Agreement – (ROW-U-JUA) and/or RULIS Permit

☐ Utility Joint Use Agreement (ROW–U–JUA)
☐ Plans with joint use area highlighted are included.

☒ RULIS Permit Number: 00002/20240404/38380/85993/UP
The utility should obtain an approved permit before the start of construction inside of the highway right of way.

☐ Quitclaim will be submitted at the Final Billing

Initial	Date	Initial	Date
TxDOT		Utility	

Attachment "F"
Eligibility Ratio

Eligibility Ratio established: 100 %

☒ Non-interstate Highway (Calculations attached)

☐ Interstate Highway

☐ Toll Road

☐ SP2125 Approved Application (100%)
Minute Order #: _____

☐ Master Utility Agreement

ROW Utility Manual Chapter 8, Section 2
In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

Plan Sheet or Page#	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
1	0	0
2	84	[illegible]
3	9[illegible]	385
4	238	96
Totals	412	503

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

EXAMPLE

_____ _____ _____ _____
Initial Date Initial Date
TxDOT Utility

Attachment "G"
Betterment Calculation and Estimate

☐ Elective Betterment Ratio established: _____ %
☐ Calculation is attached and the justification is included below
☐ A betterment and an in-kind estimate are included

☒ Forced Betterment
☒ To comply with regulated industry standards, laws, and regulations. (Supporting documentation required)
☒ To comply with published current design practice followed by the utility in its own work. (Supporting documentation required)
☐ Due to proposed roadway design. (Provide explanation below)

☐ Not Applicable

A statement explaining Elective and/or Forced Betterment:
The new booster pump station has been design as per current TCEQ and City of Edinburg minimum design criteria and policy.

_____ _____ _____ _____
Initial Date Initial Date
TxDOT Utility

SECTION 3
WATER AND SEWER POLICY

3.01 General

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

3.02 Master Plan

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

3.03 Water Improvements

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

A. General Policies:

1. All developments within the City and its 3½ -mile Extraterritorial Jurisdiction (ETJ) shall be properly connected to the approved water distribution system.

2. The water distribution system shall be designed by a Professional Engineer licensed to practice in the State of Texas.

3. All water distribution systems shall be designed to provide service to and through subject property and maximize coverage to the City-approved service area.

4. Pipe sizes shall be required to serve the anticipated development but not less than:

   a. Single Family Residential
      i. Distribution and/or future extension – 8-inch
      ii. Internal Service – 8-inch
   b. Commercial, Retail, Multi-family – 8-inch
   c. Industrial – 8-inch
   d. Pipe sizes shall be measured in inches and even numbered only (excluding 10-inch size), odd numbered sizes shall not be allowed.

Pressure Maintenance and Capacity

This guidance applies to potable water distribution lines, typically transmission lines, that do not meet the minimum distribution pressures as indicated in 30 TAC 290.46(r). The information in this guidance lists the information required to review an exception for maintaining potable water lines that do not meet this requirement. This guidance applies to industrial facility PWSs that require an exception to the pressure tank capacity requirements. The exception approval process is two-step: first the PWS must submit a monitoring plan protocol, followed by the submittal of a pressure study of the affected area. The guidance informs the PWS of the two-step process and the information to include with each step submittal.

Minimum Pressure Requirements

Section 290.44(d) in the current TCEQ's Rules and Regulations for Public Water Systems relates to the operational requirement that minimum pressures within a public water system (PWS) be maintained at 35 pounds per square inch (psi). An exception to this requirement may be requested by a PWS and will be evaluated on a case-by-case basis. In order to evaluate this type of exception request, the following definitions and guidance have been established:

Definitions

1. A **potable water distribution line** is a type of potable water main (defined per 30 TAC 290.38(65)) that directly conveys finished water (defined per 30 TAC 290.103(19)), which is under pressure from a pump station, clearwell, ground storage tank or elevated storage tank leading to a connection (defined per 30 TAC 290.38(16)). A potable water distribution line is subject to all applicable provisions of 30 TAC Chapter 290 Subchapter D.
2. A **water transmission line** can be classified as either a potable water transmission line or a raw water transmission line. A water transmission line cannot directly convey water to a connection or a potable water distribution line.
3. A **potable water transmission line** is a type of potable water main (defined per 30 TAC 290.38(65)) that directly conveys finished water (defined per 30 TAC 290.103(19)), which is under pressure from a pump station, standpipe or elevated storage tank located at a water production or water treatment facility under the control of a PWS to an off-site pump station, ground storage tank or elevated storage tank. A potable water transmission line is subject to all applicable provisions of 30 TAC Chapter 290 Subchapter D.
4. A **raw water transmission line** is a type of water main not defined by 30 TAC 290.38(65), but is owned or operated by a PWS which directly conveys raw water (defined per 30 TAC 290.103(33)) under pressure from a water source. Water sources may include a well, wellfield, surface water, or any tank or structure that is used to store raw water, to a location for treatment required so that the untreated water complies with drinking water standards as defined by 30 TAC 290.38(24). A raw water transmission line is subject to the applicable provisions of 30 TAC 290.39.

Attachment "H"
Proof of Property Interest

☒ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-Affidavit

☐ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required. Supporting documentation for existing easements is required for easement replacement.

☐ Toll Road (Supporting documentation of compensable property interest required if more than 50% eligibility ratio is applied)

☐ SP2125

☐ Master Utility Agreement

Charge to: VLTC

VLTC GF# 62,806

698127

STATE OF TEXAS §

COUNTY OF HIDALGO §

EASEMENT DEDICATION
(CITY BOOSTER STATION)

KNOW ALL MEN BY THESE PRESENTS THAT:

ALICIA ALAMIA RODRIGUEZ, hereinafter called ("Grantor") of the County of Hidalgo, State of Texas, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) to her in hand paid by the CITY OF EDINBURG, a municipal corporation situated in Hidalgo County, Texas, hereinafter called ("Grantee"), the receipt of which is hereby acknowledged and confessed, has GRANTED, BARGAINED AND CONVEYED, and by these presents does GRANT, BARGAIN AND CONVEY unto Grantee, its successors and assigns, the free and uninterrupted use, liberty and privilege of passage in, along, upon and across that certain tract of land situated in Hidalgo County, Texas, described as follows, to wit:

> A tract of land containing a 0.06 of one acre, situated in the County of Hidalgo, Texas, being a part or portion of Tract 118, San Salvador del Tule Grant, according to the plat thereof recorded in Volume 10, Page 56, Hidalgo County Map Records, more fully described in Exhibit "A" attached hereto;

for the purpose of constructing, reconstructing, excavating, digging, maintaining and operating the booster station presently located on the above-described tract of land, together with free ingress and egress at all reasonable times to and from said property described above, for the purpose of doing and performing, or having performed, any and all acts and functions necessary for the orderly constructing, reconstructing, excavating, digging, maintaining and operating the said booster station, together with any and all functions and acts necessary and incident to the constructing, excavating, digging, maintaining and operating of a booster station in, along, over and across the property described above.

Grantee agrees to pay any damages suffered by Grantor, its successors and assigns, caused or arising in whole or in part out of the constructing, reconstructing, excavating, digging, maintaining, operating or existence of its booster station or out of the enjoyment or exercise of this Easement Dedication or any right granted hereunder, save and except such portion or part of any damages which are directly caused by the willful acts or sole negligence of Grantor.

The Easement hereby conveyed shall run with the land and shall forever be a right in and to the land belonging to the City of Edinburg, its successors and assigns in perpetuity, and said Easement shall never be subject to abandonment for lack of use.

TO HAVE AND TO HOLD, all and singular, the easement privilege aforestated, perpetually unto the City of Edinburg, its successors and assigns, this easement being conditioned, however, that the title in and to all oil, gas and other minerals in and under said land shall be and remain vested in the present owner, its heirs and assigns, without, however, any right whatever remaining to the owner(s) of such oil, gas and other minerals of ingress and egress to and from the surface of said land

for the purpose of exploring, drilling, developing or mining of the same. Grantor does hereby bind herself, her heirs, administrators, successors and assigns to Warrant and forever Defend, all and singular, the said premises unto the City of Edinburg, its successors and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this the 26th day of June, 1998.

GRANTOR:
ALICIA ALAMIA RODRIGUEZ

BY: _____

GRANTEE:
CITY OF EDINBURG

BY: _____
John R. Milford, City Manager

ATTEST:

BY: _____
Mary Villarreal, City Secretary

APPROVED AS TO FORM:
HIRSCH, SHEINESS & GARCIA, P.L.L.C.

BY: _____
Byron Jay Lewis, City Attorney

BJL/co\wpdocs\easements\aarodrigues

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ALICIA ALAMIA RODRIGUEZ, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 10th day of June, A.D., 1998.

LETTY A. ANZALDUA
NOTARY PUBLIC
State of Texas
Comm. Exp. 02-06-2001

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STATE OF TEXAS §

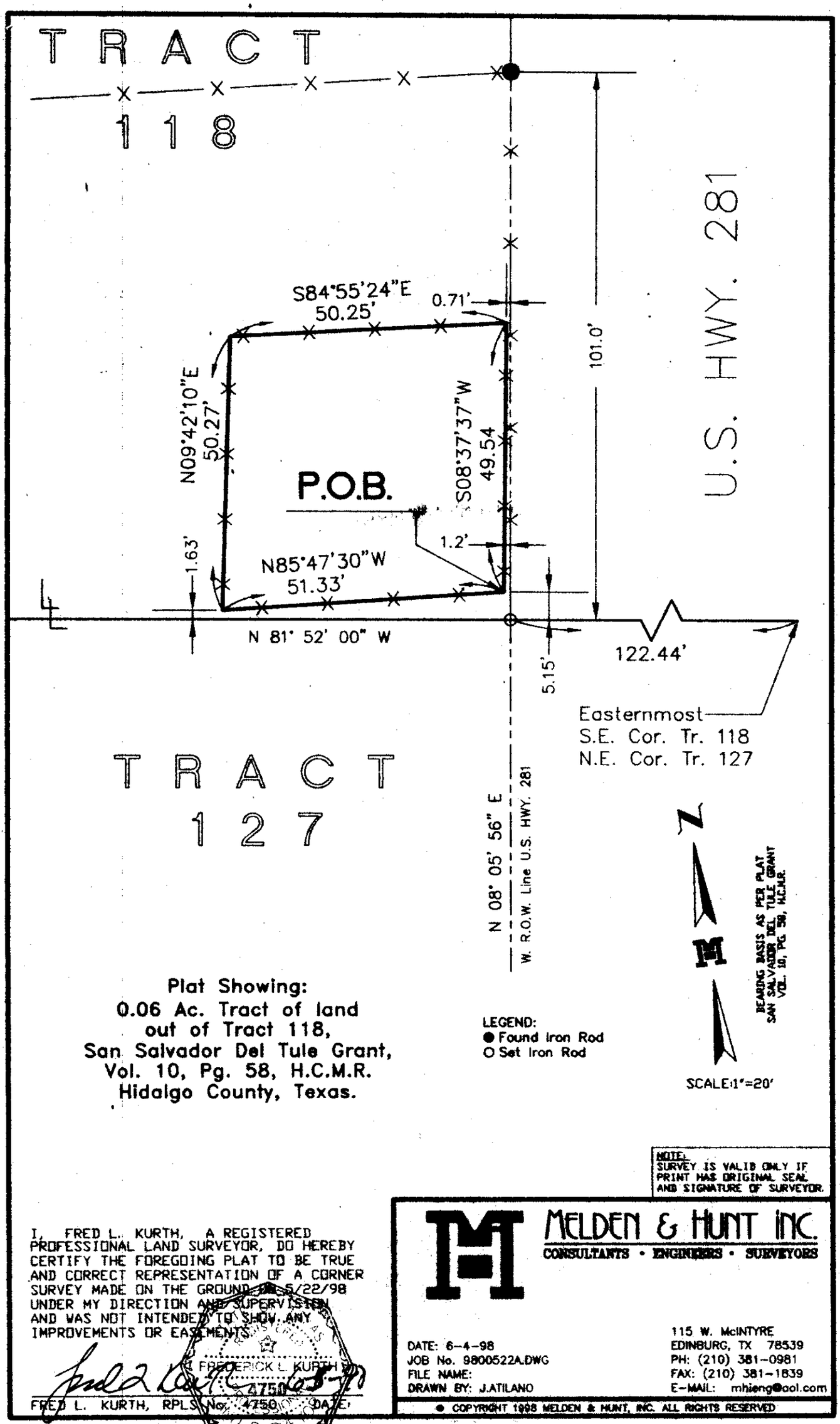
CORPORATE ACKNOWLEDGMENT

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN R. MILFORD, City Manager of the City of Edinburg, Hidalgo County, Texas, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 29th day of June, A.D., 1998.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



Plat Showing:
0.06 Ac. Tract of land out of Tract 118, San Salvador Del Tule Grant, Vol. 10, Pg. 58, H.C.M.R. Hidalgo County, Texas.

LEGEND:
● Found Iron Rod
O Set Iron Rod

NOTE:
SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A CORNER SURVEY MADE ON THE GROUND ON 5/22/98 UNDER MY DIRECTION AND SUPERVISION AND WAS NOT INTENDED TO SHOW ANY IMPROVEMENTS OR EASEMENTS.

FRED L. KURTH, RPLS No. 4750 DATE: 6-3-98

FREDERICK L. KURTH 4750 SURVEYOR

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

115 W. McINTYRE
EDINBURG, TX 78539
PH: (210) 381-0981
FAX: (210) 381-1839
E-MAIL: mhieng@aol.com

DATE: 6-4-98
JOB No. 9800522A.DWG
FILE NAME:
DRAWN BY: J.ATILANO

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EXHIBIT "A"
PAGE 1

June 4, 1998

METES AND BOUNDS DESCRIPTION
0.06 OF ONE ACRE OF LAND OUT OF TRACT 118
SAN SALVADOR DEL TULE GRANT
HIDALGO CONTY, TEXAS

A tract of land containing 0.06 of one acre, situated in the County of Hidalgo, Texas, being a part or portion of TRACT 118, SAN SALVADOR DEL TULE GRANT, according to the plat thereof recorded in Volume 10, Page 58, Hidalgo County Map Records, said 0.06 of one acre also being more particularly described as follows:

BEGINNING at an existing fence corner for the Southeast corner of this tract, said fence corner bears N 08° 05' 56" E a distance of 5.15 feet, and N 81° 52' 00" W a distance of 1.2 feet, from an iron rod set on the North line of said Tract 127, a South line of said Tract 118, and the West right-of-way line of U.S. Highway 281;

THENCE, N 85° 47' 30" W along the general direction of said existing fence, a distance of 51.33 feet to an existing fence corner, for the Southwest corner of this tract;

THENCE, N 09° 42' 10" E along the general direction of said existing fence, a distance of 50.27 feet to an existing fence corner, for the Northwest corner of this tract;

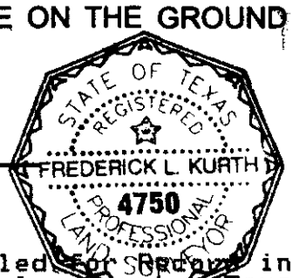
THENCE, S 84° 55' 24" E along the general direction of said existing fence, a distance of 50.25 feet to an existing fence corner, for the Northeast corner of this tract;

THENCE, S 08° 37' 37" W along the general direction of said existing fence, a distance of 49.54 feet the POINT OF BEGINNING, and containing 0.06 of one acre of land, more or less.

I, FRED L. KURTH, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 5/22/98 UNDER MY DIRECTION AND SUPERVISION.

Fred L Kurth 6-5-98

FRED L. KURTH, R.P.L.S.#4750 DATE:



Filed For Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: Aug 03, 1998 at 02:55P

As a
Recording

Document Number: 698127
Total Fees : F:\survey\98005\27.00

Receipt Number - 166259
By,
Flo Chavez

EXHIBIT "A"
PAGE 2

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: October 15, 2024
CONSENT AGENDA
Agenda Item No: 13.K.
Disposition of Records

1. **Agenda Item:**
Consider Authorizing the Disposition of Approximately 130 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The City Secretary Department maintains an active Central File System as part of the City's Records Management Program. City departments that maintain record copies are responsible for inventorying the records and submitting requests for disposition to the City Secretary Department. All retention dates for the proposed disposition of records have expired and have been assessed to ensure they comply with the Texas Local Retention Schedules; therefore, staff is requesting disposition of the records that have met their retention period.

By copy of this agenda item and recommendation all City Departments are notified that any non-record copies and digital copies of the records listed for disposition are required to also be disposed of at the same time as the record copy.

The City's Records Committee consists of the City Manager, City Secretary, City Attorney, and Finance Director. If the disposition of records is approved by City Council the Committee will then execute the required forms ascertaining the records listed have been reviewed for applicable value before they are disposed.

3. **Staff's Recommendation:**
Approve Authorizing the Disposition of Approximately 130 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with the City's Records Management Program and Texas State Library and Archives Commission Local Records Retention Schedules.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Joe Rios, Records Processing Supervisor

Attachments:
A. 2023-2024 DISPOSITION OF RECORDS
B. DISP of RCDS LAWS

DISPOSITION OF RECORDS FOR FY 2023-2024
PRESENTED TO CITY COUNCIL ON OCTOBER 15, 2024

	Box No.	Document Description	Date	Retention Period	Records Retention Description	Rec. No.	Disposition Date
			MUNICIPAL COURT				
1	9914	Finalized Cases #/C/Ct/E	08/2019	5	Criminal Case Papers	LC2350-04a	08/2024
2	9915	Finalized Cases E Tickets	08/2019	5	Criminal Case Papers	LC2350-04a	08/2024
3	9916	Finalized Cases E Tickets	08/2019	5	Criminal Case Papers	LC2350-04a	08/2024
4	9917	Finalized Cases E/E2/F/P	08/2019	5	Criminal Case Papers	LC2350-04a	08/2024
5	9918	Finalized Cases #/C/Ct/E	09/2019	5	Criminal Case Papers	LC2350-04a	09/2024
6	9919	Finalized Cases E Tickets	09/2019	5	Criminal Case Papers	LC2350-04a	09/2024
7	9920	Finalized Cases E Tickets	09/2019	5	Criminal Case Papers	LC2350-04a	09/2024
8	9921	Finalized Cases E/E2	09/2019	5	Criminal Case Papers	LC2350-04a	09/2024
9	9962	Miscellaneous #4	09/2019	5	Criminal Case Papers	LC2350-04a	09/2024
			FINANCE				
10	10195	A/R Aging & Contracts Reports	09/2019	5	Accounts Receivable Records	GR1025-27b	09/2024

11	10199	Accounts Receivable Records / A-R FILES A- C	10/2018- 9/2019	5	Accounts Receivable Records	GR1025-27b	09/2024
12	10200	Accounts Receivable Records / A- R FILES C- R	10/2018- 9/2019	5	Accounts Receivable Records	GR1025-27b	09/2024
13	10201	Accounts Receivable Records / A- R FILES R- Z	10/2018- 9/2019	5	Accounts Receivable Records	GR1025-27b	09/2024
14	10420	A/P Reports (Invoice/Cash/Ck Update/Ck Register	10/2018 - 09/2019	5	Accounts Receivable Records	GR1025-27b	09/2024
15	10421	A/P Reports (Invoice/Cash/Ck Update/Ck Register	10/2018 - 09/2019	5	Accounts Receivable Records	GR1025-27b	09/2024
16	10619	Payroll Files	02/2020 - 09/2020	4	Earnings & Deduction Records	GR1050-52c	09/2024
17	10620	Payroll Files	02/2020 - 09/2020	4	Earnings & Deduction Records	GR1050-52c	09/2024
18	10651	Customer Bill Records/Water Stubs	09/2021	3	Customer Billing Records	UT5000-04b	09/2024
19	10655	Customer Bill Records/Water Stubs	09/2021	3	Customer Billing Records	UT5000-04b	09/2024
20	10656	Customer Bill Records/Water Stubs	09/2021	3	Customer Billing Records	UT5000-04b	09/2024
21	10657	Customer Bill Records/Water Stubs	09/2021	3	Customer Billing Records	UT5000-04b	09/2024
22	10658	Customer Bill Records/Water Stubs	09/2021	3	Customer Billing Records	UT5000-04b	09/2024
23	10660	Customer Bill Records/Water Stubs	09/2021	3	Customer Billing Records	UT5000-04b	09/2024
24	10686	Customer Bill Records/Cash Receipts	09/2021	3	Customer Billing Records	UT5000-04b	09/2024

25	10687	Customer Bill Records/Rt cks & monthly rec	08/2021	3	Customer Billing Records	UT5000-04b	08/2024
26	10690	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
27	10691	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
28	10692	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
29	10693	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
30	10694	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
31	10695	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
32	10696	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
33	10697	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
34	10698	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
35	10699	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
36	10700	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
37	10701	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
38	10702	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024

39	10703	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
40	10704	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
41	10705	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
42	10706	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
43	10707	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
44	10708	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
45	10709	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
46	10710	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
47	10711	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
48	10712	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
49	10713	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
50	10714	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
51	10715	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
52	10716	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024

53	10717	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
54	10718	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
55	10719	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
56	10720	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
57	10721	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
58	10722	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
59	10723	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
60	10724	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
61	10725	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
62	10726	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
63	10727	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
64	10728	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
65	10729	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
66	10730	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024

67	10731	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
68	10732	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
69	10733	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
70	10734	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
71	10735	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
72	10736	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
73	10737	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
74	10738	Accounts Payable Records	09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
75	10763	Daily Cash Reports	08/2021	3	Accounts Receivable Records	GR1025-27a	08/2024
76	10764	Daily Cash Reports	08/2021	3	Accounts Receivable Records	GR1025-27a	08/2024
77	10765	Daily Cash Reports	09/2021	3	Accounts Receivable Records	GR1025-27a	09/2024
78	10766	Daily Cash Reports	09/2021	3	Accounts Receivable Records	GR1025-27a	09/2024
79	10769	Daily Cash Reports	09/2021	3	Accounts Receivable Records	GR1025-27a	09/2024
80	10770	Daily Cash Reports	09/2021	3	Accounts Receivable Records	GR1025-27a	09/2024

81	10771	Daily Cash Reports	09/2021	3	Accounts Receivable Records	GR1025-27a	09/2024
82	10772	Daily Cash Reports	09/2021	3	Accounts Receivable Records	GR1025-27a	09/2024
83	10773	Daily Cash Reports	09/2021	3	Accounts Receivable Records	GR1025-27a	09/2024
84	10774	Daily Cash Reports	09/2021	3	Accounts Receivable Records	GR1025-27a	09/2024
85	10787	Bid’s 2021-01 Through 2021-20	10/2019 / 09/2021	3	Bids & Bid Documents	GR1075-01a	09/2024
86	10788	Bid’s 2021-21 Through 2021-33	10/2019 / 09/2021	3	Bids & Bid Documents	GR1075-01a	09/2024
87	10789	Bid’s 2021-34 Through 2021-48	10/2019 / 09/2021	3	Bids & Bid Documents	GR1075-01a	09/2024
88	10790	RFP’s 2021-001 Through 2021-007	10/2019 / 09/2021	3	Bids & Bid Documents	GR1075-01a	09/2024
89	10791	RFP’s 2021-008 Through 2021-012	10/2019 / 09/2021	3	Bids & Bid Documents	GR1075-01a	09/2024
90	10794	RFQ’s 2021 Through 2021-009	10/2019 / 09/2021	3	Bids & Bid Documents	GR1075-01a	09/2024
91	11225	Service Application - Work Orders	08/2022	2	Service Application and Deposit Records	UT5000-19	08/2024
92	11226	Service Application - Work Orders	09/2022	2	Service Application and Deposit Records	UT5000-19	09/2024
93	11245	Customer Bill Records/ Meter Removals	09/2023	1	Discontinuance of Service Records	UT5000-07	09/2024
94	11301	Fixed Assets	2008 - 09/2010	3	Capital Fixed Assets	GR1025-05b	09/2013

95	11306	Insurance Certificates, Vendor Applications	9/1/2021	3	Bids & Bid Documentation	GR1075-01a	09/2024
	PUBLIC WORK / STREETS						
96	10523	Dept. Check Requisitions and Invoices	2019 - 09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
97	10605	Dept. Check Requisitions and Invoices	2019 - 09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
98	10606	Vehicle Inspections Reports, Daily Activity Reports	2019 - 09/2021	3	Maintenance & Repairs	GR1075-15	09/2024
99	10607	Roads, Street Lights, Sidewalks, Right of Way Work Orders	2019 - 09/2021	3	Road & Street Maintenance Records	GR5275-07a	06/2024
100	10935	Successful Bid Documentation	10/2020 - 09/2021	3	Bids & Bid Documents	GR1075-01a	09/2024
101	10936	Automobile Schedule-Addition/Deletion/Transfer Forms	10/2021 - 09/2022	2	Vehicle Assignment Records	GR1075-21a	09/2024
102	10937	Expenditures Receipts For Public Works, Streets.	10/2020 - 09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
103	10938	Expenditures Receipts For Row	10/2020 - 09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
104	10939	Banner & Street Closure Permits	10/2021 - 09/2022	2	Permits & Licenses	GR1000-36	09/2024
105	10940	Complaints Received From The Public	10/2021 - 09/2022	2	Complaints	GR1000-24	09/2024
106	10941	Dept. Miscellaneous Files A-Z	10/2020 - 09/2022	2	Correspondence & Internal Memoranda	GR1000-26	09/0024
107	10942	Daily Operational Reports	10/2020 - 09/2020	3	Operation Reports	GR5375-11	09/2023
	CITY SECRETARY						

108	10121	Application for Certificate Copy of Birth and Death Certificate	08/2021	3	Records of issuance of Birth & Death Certificate	CC1325-08a	08/2024
109	10122	Application for Certificate Copy of Birth and Death Certificate	09/2021	3	Records of issuance of Birth & Death Certificate	CC1325-08a	09/2024
110	10522	City Secretary, City Hall & City Council Accounts Payable	10/2020 - 09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
	HUMAN RESOURCES						
111	10146	Closed Workers Comp Claims (Adrian Garza-Vito Garcia)	1985 - 09/2019	5	Workers' Compensation Claim Files	GR1050-32	09/2024
112	10147	Closed Workers Comp (Adan Lopez Jr-Valerie Moreno)	1988 - 09/2019	5	Workers' Compensation Claim Files	GR1050-32	09/2024
113	10148	Closed Workers Comp Claims (Aaron Gonzalez-Velriano Gonzalez)	1983 - 09/2019	5	Workers' Compensation Claim Files	GR1050-32	09/2024
114	10149	Closed Workers Comp Claims (Adan O Bocanegra - Serafin Guerrero)	1981 - 09/2019	5	Workers' Compensation Claim Files	GR1050-32	09/2024
	UTILITY ADMIN						
115	10815	Bid No. 2020-18 Edinburg West Water Treatment Plant Raw Water Supply and Distribution Additions Project	2/2020 - 09/2021	3	Bids & Bid Documents	GR1075-01a	09/2024
116	10816	Bid No. 2020-18 Edinburg West Water Treatment Plant Raw Water Supply and Distribution Additions Project	2/2020 09/2021	3	Bids & Bid Documents	GR1075-01a	09/2024
117	11000	Department Budget Accounts, SPO's Checks, Purchase Orders, Bids (3)	2019 - 09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
	PARKS & REC						
118	10919	Recreation Class Registration	09/2022	2	Correspondence & Internal Memoranda	GR1000-26	09/2024
119	10927	Refunds, Summer Camp Registration Forms	08/2022	2	Correspondence & Internal Memoranda	GR1000-26	09/0024

120	10928	10K Minutes & Fun Run Registration Forms	09/2022	2	Correspondence & Internal Memoranda	GR1000-26	09/0024
121	11354	Youth Sports Registration / Rosters	09/2018	2	Correspondence & Internal Memoranda	GR1000-26	09/2020
122	11356	Youth Sports Registration / Rosters	09/2022	2	Correspondence & Internal Memoranda	GR1000-26	09/2024
123	11360	Youth Sports Registration / Rosters	09/2019	2	Correspondence & Internal Memoranda	GR1000-26	09/2021
124	11363	Youth Sports Registration / Rosters	09/2019	2	Correspondence & Internal Memoranda	GR1000-26	09/2021
125	11365	Youth Sports Registration / Rosters	09/2020	2	Correspondence & Internal Memoranda	GR1000-26	09/2022
	EBONY & LOS LAGOS GOLF COUSE						
126	10880	Department Budget Accounts & Daily Cash Reports	01/2021 - 09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
127	10881	Department Budget Accounts & Daily Cash Reports	2019 - 09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
128	10882	Department Budget Accounts & Daily Cash Reports	2019 - 09/2021	3	Accounts Payable & Disbursement Records	GR1025-26a	09/2024
	POLICE DEPT						
129	8587	Second and Third Degree Felonies	05/2014 - 08/2014	10	Offense Investigation Records	PS4125-05b	08/2024
	GRANTS ADMINISTRATION						
130	9193	HPRP – Client Files (Box 1 of 2)	09/2019	4	Grant Development Administration	1025-08a	09/2023

Source: Texas State Library and Archives Commission https://www.tsl.texas.gov/slrm/pubs/bulletind#Ch201

TEXAS LOCAL GOVERNMENT CODE
Title 6. Records
Subtitle C. Records Provisions Applying to More Than One Type of Local Government

CHAPTER 202. DESTRUCTION AND ALIENATION OF RECORDS

Section 202.001. DESTRUCTION OF RECORDS.

(a) A local government record may be destroyed if:
1. the record is listed on a valid records control schedule and either its retention period has expired or it has been microfilmed or stored electronically in accordance with the requirements of Chapters 204 and 205;
2. the record appears on a list of obsolete records as provided by Section **203.044**; or
3. the record is not listed on a records retention schedule issued by the commission and the local government provides notice to the commission at least 10 days before destroying the record as required by Section **441.169**, Government Code.

(b) The following records may be destroyed without meeting the conditions of Subsection (a):
1. records the destruction or obliteration of which is directed by an expunction order issued by a court pursuant to state law; and
2. records defined as exempt from scheduling or filing requirements by rules adopted by the commission or listed as exempt in a records retention schedule issued by the commission.

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 2017, 85th Leg., R.S., Ch. 1149 (H.B. 557), Sec. 9, eff. September 1, 2017; Acts 2019, 86th Leg., ch. 533 (H.B. 1962), Sec. 13, eff. September 1, 2019.

RECORDS MANAGEMENT PROGRAM
Sec. 34.24 - Retention and disposition schedules.

Sec. 34.24 - Retention and disposition schedules.

(A) *Required.* All city offices and departments shall adopt records retention and disposition schedules and destroy, transfer or otherwise dispose of records only according to such schedules.

(B) *Development; authority granted; revision.*

(1) Retention periods to be included in records schedules shall be submitted by the Records Manager to the Finance Officer and City Attorney, who shall notify the Records Manager within ten working days of his approval or of any objection to a retention period. At the expiration of the ten-day period, if no objection has been submitted, the records schedule shall be adopted and shall have full force as sufficient authorization for records destruction or other action. If objection is made, the Records Manager shall determine a retention period satisfactory to the office or department concerned, to the Finance Officer and to the City Attorney.

(2) When a records retention and disposition schedule is adopted, it shall thenceforth constitute full authority to destroy, transfer, microphotograph or take other actions, and the City Council hereby directs that such action be taken by the Records Manager or under his or her supervision. The Records Manager shall notify the State Librarian of intended destruction, as required by law, but no further notice to the City Council or other city office shall be required.

(3) Revision of retention periods shall be submitted for review to the City Attorney and City Finance Officer in the same manner as the original retention periods.

(`82 Code, §§ 2-106, 2-107) (Ord. 1270, passed 2-2-88)

State Law reference— Records control schedules, V.T.C.A., Local Government Code § 203.041.